REGULAR MEETING
OF THE CITY COUNCIL

December 14, 2021

ADDISON TREEHOUSE

14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
5:15 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING

Notice is hereby given that the Addison City Council will conduct a Regular Meeting on Tuesday, December 14, 2021 at the Addison TreeHouse. A quorum of the governing body will be physically present at the foregoing location. Seating for the public will be available using CDC recommended social distancing measures. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may be submitted to iparker@addisontx.gov by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683; Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at: www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney pertaining to:

- *Bigelow Arizona TX-344, Limited Partnership D/B/A Suites of America and/or Budget Suites of America v. Town of Addison*, Cause No. DC-19-09630, 191st Judicial District, Dallas County District Court.

- *G J Seeding, LLC v. FNH Construction, LLC and Hudson Insurance Company*, Cause No. DC-20-11409, 134th Judicial District, Dallas County, Texas.

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:

- City Manager's Annual Evaluation

Reconvene in to 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.

WORK SESSION

1. Present and Discuss **Metrocrest Services' Request to Support Their *Building Our Future* Capital Campaign**.

2. Present and Discuss **Draft Updates to the Commercial Vehicle Parking Ordinance.**

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

- **Presentation of Proclamation to Don and Barbara Daseke**

Discussion of Meetings / Events

Public Comment
The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

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.

3. Consider Action on the **Minutes from the October 26, 2021 City Council Meeting.**

4. Consider Action on the **Minutes from the November 9, 2021 City Council Meeting.**

5. Consider Action on an **Ordinance Approving the Abandonment of a Drainage Easement within the Vitruvian West Development.**

6. Consider Action on a **Resolution Approving an Agreement for Professional Services Between the Town of Addison and Dunaway Associates, LLC. for Contract GIS Staffing and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $87,000.

7. Consider Action on a **Resolution Approving an Economic Development Program Grant Agreement with Mexico Foods LLC (d/b/a El Rancho, Inc.) and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $50,000.

8. Consider Action on a **Resolution Approving a Professional Engineering Services Agreement Between the Town of Addison and Kimley-Horn and Associates for Design Support During Construction in Connection with Certain Traffic Signal and Intersection Improvements and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $95,000.

9. Consider Action on an **Ordinance Amending Chapter 58, Parks and Recreation, of the Code of Ordinances by Providing Updated Definitions, a New Park Use Permit Requirement, Related Fees, and for Civil and Criminal Penalties.**

Regular Items

10. Present, Discuss, and Consider Action on a **Resolution Appointing Four (4) Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

11. Present, Discuss, and Consider Action on a **Resolution Appointing Four (4) Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

12. Present, Discuss and Consider Action on a **Resolution Appointing Individuals to Serve on the Community Partners Bureau for Three-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

13. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for a 5.1-acre Property Located at the Southeast Corner of Spring Valley Road and Vitruvian Way, Currently Zoned Planned Development (PD) through Ordinance No. O07-034 (as amended), to Amend the Concept Plan and Providing for Approval of a Development Plan with Waivers to the Development Standards, Including but not Limited to, Street Build-To Line, Exterior Building Material and Building Color Standards for a Multi-Family Development Comprised of 85 Dwelling Units and Associated Amenity Space** Case 1839-Z/Vitruvian Townhomes.

14. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for Property Located at 14450 Marsh Lane, Currently Zoned Local Retail (LR), for a Special Use Permit (SUP) to Allow a Day Nursery**. Case 1842-SUP/14450 Marsh Lane (Tierra Encantada).

15. Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for Property Located at 14854 Montfort Drive, Currently Zoned Planned Development (PD) through Ordinance No. 084-076, for a Special Use Permit (SUP) to Allow a Restaurant with the Sale of Alcoholic Beverage for On-Premises Consumption**. Case 1841-SUP/14854 Montfort Drive (TK's Place).

16. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Galaxy FBO, Located at 15601 Addison Road, in Order to Exceed the Total Effective Area and the Maximum Allowable Logo Height for an Attached Sign**. Case MR2021-007/Galaxy FBO.

17. Present and Discuss the **Operations and Financial Reconciliation for Addison Oktoberfest 2021.**

18. Present, Discuss and Consider Action on a **Resolution Approving an Agreement with Moore Iacofano Goltsman, Inc. (MIG) for Professional Engineering Services for Conceptual Design of the Addison Beltway Drive Trail Project; Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $65,998.00.

19. Consider Action on a **Resolution Approving the Town's Participation in the State of Texas' Opioid Litigation Settlement and Adopting the Texas Term Sheet**.

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.

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.

POSTED BY: _____
Irma G. Parker, City Secretary
DATE POSTED: December 10, 2021
TIME POSTED: 12:00 pm
DATE REMOVED FROM BULLETIN BOARD: _____
REMOVED BY: _____

Council Meeting **1.**
Meeting Date: 12/14/2021
Department: City Manager

AGENDA CAPTION:
Present and Discuss **Metrocrest Services' Request to Support Their *Building Our Future* Capital Campaign**.

BACKGROUND:
In a letter dated July 15, 2021, Metrocrest Services made a request of the Town to support their *Building Our Future* capital campaign (Campaign). The letter was discussed by Council during the August 24, 2021 Council meeting. At that meeting, Council asked staff to provide a legal opinion on providing financial support to non-profit organizations, the actions taken by Carrollton, Coppell, and Farmers Branch in response to the Campaign request, and the return on investment of supporting non-profit organizations in the community. Staff will provide the requested information to Council for discussion.

Legal Opinion
The City Attorney's legal opinion is that Chapter 380 of the Texas Local Government Code allows the City Council to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote state or local economic development and stimulate business development within the local community. The City Council has established a local grant funding program pursuant to Section 380.001 of the Texas Local Government Code for making grants of public money to 503(c) nonprofit organizations, including Metrocrest Services, that provide support services for the local community that promote local economic development and stimulates business activity within the City.

The attached draft grant funding agreement provides for a reimbursement grant in connection with Metrocrest's *Building Our Future* capital campaign pursuant to the City's adopted 380 grant funding program requirements. If Council directs staff to do so, an agreement will be brought before Council for consideration at a future meeting.

Carrollton, Coppell, and Farmers Branch Council Actions
The actions taken by the City Councils of the three other cities asked to support the Campaign are as follows:

- The Carrollton City Council had not taken action when this agenda item was developed. Staff has been told the item is tentatively scheduled for a

January 2022 meeting. If staff has additional information, it will be presented during the Council meeting.
- The Coppell City Council approved a Resolution supporting Metrocrest Services through a contribution of $80,000 toward the Campaign.
- The Farmers Branch City Council approved a Resolution supporting Metrocrest Services through a Community Support Facility Grant in an amount $560,000 to be used for the construction of a Community Support Facility (Metrocrest's new building).

Return on Investment of Supporting Metrocrest Services
For over 50 years, Metrocrest Services (Metrocrest) has provided a variety of programs for Addison residents such as a food pantry, job skills training, senior programs, and rent assistance. Addison sees direct and indirect returns on the investment made to support Metrocrest in fulfilling their mission.

Metrocrest Services has grown to serve more clients annually for the past decade with rapid growth due to the pandemic. The budgeted expenditures for Fiscal Year 2019, the last full pre-pandemic year, were $5,820,305 compared to $12,458,368 for Fiscal Year 2022 (a 114% increase). The number of Addison residents served by Metrocrest Services has increased from 990 in Fiscal Year 2019 to a projected 1,246 in Fiscal Year 2022 (a 26% increase). The $66,120 in annual support provided by the Town of Addison represents .5% of Metrocrest's Fiscal Year 2022 Annual Budget, and will cover approximately 14.6% (down from 25% - 30% pre-pandemic) of the costs to serve Addison residents. The cost for Metrocrest to serve Addison residents is in Fiscal Year 2022 will be approximately $450,000. Metrocrest leverages the Town's annual contribution by a multiple of almost 7. While Town staff did not attempt to calculate the estimated cost for the Town to replicate the services provided by Metrocrest, it is evident that it would be significantly more costly to provide these services in-house.

The $120,000 request for the *Building Our Future* Capital Campaign represents .7% of the total campaign budget and 1.1% of the construction only cost. The new facility will allow Metrocrest to eliminate the rent paid for their current location and further enhance their services to the community.

Metrocrest directly and indirectly benefits Addison families through their food pantry:
- When people have food to eat, they are better able to be active and engaged members of the community.
- Children and teenagers can grow properly when obtaining proper nutrition and are more likely to attend school.
- Adults have the nutrition needed to go to work and pay bills, afford necessities, and support their families.
- Seniors get the nutrition they need to stay healthy as they get older.

- Chronically ill and disabled people can get the additional nutrients they require and have dietary restrictions met without sacrificing their overall well-being.
- When low-income families are provided food, they have additional money to meet other basic needs.

Metrocrest directly and indirectly benefits Addison families through job skills training:

- Participants can obtain higher paying jobs and better support their families.
- Employers can hire better trained and more productive employees.
- The local economy improves as a result of the items above increased employment at higher wages.

Metrocrest directly and indirectly benefits Addison families through rent assistance to avoid evictions:

- Homelessness is reduced.
- Overcrowding caused by shared housing is decreased.
- Landlords are better able to maintain their properties when vacancies are avoided.

Metrocrest directly and indirectly benefits Addison families through senior programs:

- Seniors receive nutritious and healthy meals.
- Seniors receive regular contact from caring volunteers who look out for their well-being.
- Seniors are more connected and involved in the larger community.

In addition to these visible benefits, Metrocrest Services:

- Directly provides jobs in the community.
- Provides volunteer and networking opportunities.
- Contributes to a sense of community.
- Reduces the demand on public safety and other governmental resources.
- Prevents local governments from having to provide these services directly.

Metrocrest Services' planned Community Support Facility ($15.8M project) is slated to open in the spring of 2023 and is expected to see a significant increase in the number of Metrocrest residents served.

- Total Residents served is projected to increase from 12,806 in Fiscal Year 2019 (pre-pandemic) to a 40,331 in Fiscal Year 2023 (a 214% increase). Much of this increase will come from expanded food programs as well as more robust employment related programs.
- Total Nutritious Meal are projected to increase from 664,045 meals served in Fiscal Year 2019 to a projected 5,492,741 in Fiscal Year 2023 (a 727% increase). This increase is partly due to the new location's proximity to the

communities with the greatest need as well as the launch of a mobile food pantry to serve pockets of poverty, especially in Carrollton and Farmers Branch.

- The new facility will allow for an expansion of employment programs, educational/training opportunities, and regular access to other on site services such as domestic violence counseling

Due to the pandemic and the expansion of existing services such as Workforce/Employment/Training, Metrocrest expects the number of Addison residents served in Fiscal Year 2023 to grow to 1,500+ annually.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Metrocrest Building Our Future Support Request

Metrocrest Letter Requesting Support

Coppell Resolution in Support of Metrocrest Services

Farmers Branch Resolution in Support of Metrocrest Service

Farmers Branch Agreement Metrocrest Services

Draft 380 Agreement for Discussion Purposes

Metrocrest Services Support Request Discussion

Request for Support

In a letter dated July 15, 2021, Metrocrest Services asked the Town to support their *Building Our Future* campaign (Campaign).

The Campaign is an effort to raise $12.7M in capital funds to construct a 48,000 square foot Community Support Facility serving Addison, Carrolton, Farmers Branch and Coppell.

The 4 cities served by Metrocrest have been asked to provide a total of $2M in support to the Campaign.

Addison's share of the $2M is $120,000.



building our future

Capital Campaign Committee

Craig Woodfield, *Chair*
Sam Pack, *Honorary Chair*
Beccy Ratliff, *Board Chair*
Lou Sartor, *Advisory Council Chair*
Andy Dastur, *Board Chair Elect*
Orman Anderson
Mary Jo Cater
Carol Dingman
Bennett McEvoy
Mimi Slater
Ronnie Spellman
Deb & Steve Wachs

July 15, 2021

The Honorable Joe Chow and City Council
Town of Addison
5300 Belt Line Road
Dallas, TX 75254

Dear Mayor Chow and Council,

Thank you for your continued partnership with Metrocrest Services as we provide support for individuals, families and seniors in need. We have been fortunate to serve the Metrocrest community for 50 years because of generous and committed partners like the Town of Addison. The Town and its leaders have been a big part of the key to our success and we look forward to continuing to serve our community hand in hand with you for the next 50 years.

As you know all too well, the Metrocrest community has seen a staggering need for social services as a result of the COVID-19 pandemic. The increased level of need during the past 16 months has made it even more evident how essential our services and programs are for our neighbors on the brink of poverty and homelessness. Since March of 2020, we have focused our efforts on rent assistance and hunger relief as the most urgent needs as well as employment preparation for those who were laid off as a result of the pandemic. From February 2020 to March 2021, we responded to the following needs:

- 33,998 individuals served (a 155% increase year over year)
- 3,795 rent payments (a 305% increase year over year)
- 346% increase in nutritious food distribution (compared year-over-year)

While we were already operating at full capacity going into 2020, the pandemic stretched our staff in ways that could not have been imagined and changed the way we operate. The most visible example of this is our drive-through Food Pantry, which is set up in the parking lot behind our current facility to accommodate social distancing and to repurpose the space that previously served as our client choice Food Pantry to be dedicated to a 576 square-foot freezer cooler unit. Due to the significant increase in need and limited on-site storage capacity, we will not be able to return to the preferred client choice model in our current facility.

As the only agency providing a comprehensive approach to social services in the Town of Addison, with 76 percent of client households reporting that Metrocrest Services is the only nonprofit serving their family, we are uniquely positioned to provide the tools and resources for those in need to respond to crises, leading them on a path out of poverty. With inadequate space for increased staff support and expanded programs, and elevated levels of need into the future, we must invest in a new facility if we are to provide our neighbors with the best chance of escaping the cycle of poverty and provide emergency relief when it is needed most. Plans to accomplish these goals in a new facility at a more easily-accessible location have been in

metrocrest services

13801 Hutton Drive, Suite 150 Farmers Branch, Texas 75234 www.metrocrestservices.org

Previous Council Discussion

Metrocrest's request for support was discussed by Council during the August 24, 2021 Council meeting.

At that meeting, Council asked staff to research and provide information on the following:

- Legal opinion on providing financial support to non-profit organizations
- The actions taken by Carrollton, Coppell, and Farmers Branch in response to the Campaign request
- The return on investment of supporting non-profit organizations in the community

Staff will provide the requested information.

Staff is seeking Council direction.

Legal Opinion

The City Attorney's legal opinion is that Chapter 380 of the Texas Local Government Code allows the City Council to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote state or local economic development and stimulate business development within the local community.

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Return on Investment

For over 50 years, Metrocrest Services (Metrocrest) has provided a variety of programs for Addison residents such as a food pantry, job skills training, senior programs, and rent assistance.

Addison sees direct and indirect returns on the investment made to support Metrocrest in fulfilling their mission.

Return on Investment (continued)

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The cost for Metrocrest to serve Addison residents is in Fiscal Year 2022 will be approximately $450,000.

Return on Investment (continued)

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Return on Investment (continued)

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Return on Investment (continued)

In addition to the visible benefits, Metrocrest Services:

- Directly provides jobs in the community.
- Provides volunteer and networking opportunities.
- Contributes to a sense of community.
- Reduces the demand on public safety and other governmental resources.
- Prevents local governments from having to provide these services directly.

Sample Agreement

A sample agreement was developed to address issues raised during the August 24, 2021 discussion.

The sample agreement also borrows upon elements of action taken/planned by the other cities served by Metrocrest.

The City Attorney was involved in the development of the sample agreement.

Following Council's discussion, staff seeks direction from Council.

Questions?

building our future

Capital Campaign Committee

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Sam Pack, *Honorary Chair*
Beccy Ratliff, *Board Chair*
Lou Sartor, *Advisory Council Chair*
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July 15, 2021

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As you know all too well, the Metrocrest community has seen a staggering need for social services as a result of the COVID-19 pandemic. The increased level of need during the past 16 months has made it even more evident how essential our services and programs are for our neighbors on the brink of poverty and homelessness. Since March of 2020, we have focused our efforts on rent assistance and hunger relief as the most urgent needs as well as employment preparation for those who were laid off as a result of the pandemic. From February 2020 to March 2021, we responded to the following needs:

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While we were already operating at full capacity going into 2020, the pandemic stretched our staff in ways that could not have been imagined and changed the way we operate. The most visible example of this is our drive-through Food Pantry, which is set up in the parking lot behind our current facility to accommodate social distancing and to repurpose the space that previously served as our client choice Food Pantry to be dedicated to a 576 square-foot freezer cooler unit. Due to the significant increase in need and limited on-site storage capacity, we will not be able to return to the preferred client choice model in our current facility.

As the only agency providing a comprehensive approach to social services in the Town of Addison, with 76 percent of client households reporting that Metrocrest Services is the only nonprofit serving their family, we are uniquely positioned to provide the tools and resources for those in need to respond to crises, leading them on a path out of poverty. With inadequate space for increased staff support and expanded programs, and elevated levels of need into the future, we must invest in a new facility if we are to provide our neighbors with the best chance of escaping the cycle of poverty and provide emergency relief when it is needed most. Plans to accomplish these goals in a new facility at a more easily-accessible location have been in

process for several years. Following a fundraising feasibility study in the summer of 2019, which indicated a campaign of this size could be successful, and a brief delay due to COVID, Metrocrest Services has embarked on a $12,700,000 ***Building Our Future*** capital campaign with plans to increase capacity and improve services and programs through the construction of a new Center for Community Support.

Positioned on 4.6 acres of property at the intersection of Josey and Belt Line in Carrollton, the 48,000 square-foot Center for Community Support will be a hub of activity and resources at the epicenter of need in our community. Here, our holistic approach will be augmented by more adequate space that is customized to fit clients' needs and provide flexibility as new needs arise, such as disaster recovery efforts.

In the Center for Community Support, Metrocrest Services will be able to provide clients with direct access to a full menu of comprehensive and complementary services to support them in their journey to better health and financial independence. The design of the space and program expansion have been informed by a recent community needs assessment and client feedback and will feature:

- Expanded Client Choice Food Pantry and warehouse with a Volunteer Center
- Expanded case management services
- Center for Employment and Continued Education
- Shared Space for complementary wrap around services delivered by health-related partners
- Teaching Garden available for community engagement events and for special programming

Considering that access to and affordability of transportation is already a top concern for clients, Metrocrest Services is highly motivated to bring all these services and direct service providers to a central location that will remove barriers to accessing support associated with the current location and other partners, many of whom are located outside of the service area. When complete, Metrocrest Services anticipates the number of clients served to increase by 214 percent (12,806 clients served in FY19; 40,331 estimated clients to be served in FY23) and nutritious meal distribution to increase by 727 percent (664,045 meals distributed in FY19; 5,492,741 estimated meals distributed in FY23).

For individuals, families, and seniors coping with crisis situations or need help stabilizing their lives, Metrocrest Services is an essential resource in the community where they are treated with dignity and respect; it is a place of hope, encouragement, and provides a path to independence. ***Because of the Town of Addison's commitment to fostering a strong community, we respectfully request your consideration of $120,000 to our Building Our Future capital campaign.*** We will be making similar fair share requests to the other three cities in our service area for a total combined commitment of $2,000,000.

To date, we have secured $6,352,134 for our capital campaign with another $1,500,000 in our pipeline of requests through September 1. Although Metrocrest Services enjoys generous and consistent support from donors throughout the service area, there are a limited number of resources for the major gifts we are seeking for the campaign. This combined commitment from all of the cities in our service area will bolster our fundraising efforts and ensure that this social services safety net is secured well into the future.

We appreciate the opportunity to present this information to you and look forward to continuing conversations about our capital campaign and plans to better serve our neighbors in need in Addison.

Sincerely,



Tracy Eubanks, CEO
Metrocrest Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPELL, TEXAS, APPROVING FUNDING FOR THE SUPPORT OF METROCREST SERVICES *BUILDING OUR FUTURE* CAPITAL CAMPAIGN IN THE AMOUNT OF $80,000; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Metrocrest Services serves individuals, families and seniors for the Coppell Community who are in crisis and need housing, employment or food stability; and

WHEREAS, Metrocrest Services has provided programs for fifty years that lead to self-sufficiency, foster independence and help end poverty in Addison, Carrollton, Coppell, Farmers Branch and The City of Dallas in Denton County; and

WHEREAS, Metrocrest Services has experienced a 155% increase in individuals served since 2019, resulting in their main facility no longer being able to support the growing needs of its clients and community; and

WHEREAS, Metrocrest plans to increase capacity and improve services and programs through the construction of a new Center for Community Support that will focus on expanded client services and community engagement; and

WHEREAS, Metrocrest Services has embarked on a Building Our Future capital campaign to raise $12,700,000 to fund the Center for Community Support; and

WHEREAS, the City of Coppell desires to support the Building Our Future capital campaign and provide funding in the amount of $80,000;

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

SECTION 1. The City Council of the City of Coppell, Texas, hereby approves funding Metrocrest Services Building Our Future capital campaign for $80,000.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Coppell, Texas, on the_____day of September, 2021

APPROVED:

_____
WES MAYS, MAYOR

ATTEST:

_____
ASHLEY OWENS, CITY SECRETARY

APPROVED AS TO FORM:

_____
ROBERT HAGER, CITY ATTORNEY

RESOLUTION NO. 2021-171

A RESOLUTION OF THE CITY OF FARMERS BRANCH, TEXAS APPROVING CORONAVIRUS FISCAL RECOVERY FUND GRANT AGREEMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") added section 603(a) to the Social Security Act, which created the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") to provide funding to state and local governments to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and

WHEREAS, the City is the recipient of Fiscal Recovery Funds through the State of Texas in accordance with the provisions of ARPA; and

WHEREAS, ARPA and U.S. Department of the Treasury Guidance provide that Fiscal Recovery Funds may be used for eligible expenses, which includes expenses incurred to respond to the COVID-19 pandemic or its negative economic impacts, including assistance to households and nonprofits; and

WHEREAS, Metrocrest Services, LLC ("Metrocrest") is a Texas nonprofit corporation established under the laws of the State of Texas for the purpose of providing food and housing assistance and information and referral service regarding available social services for people living in the City of Farmers Branch and surrounding cities; and

WHEREAS, the economic impacts of the COVID-19 pandemic have created an increase in demand for social services and financial strain on the ability of Metrocrest to provide the necessary social services for the residents of the City; and

WHEREAS, the City of Farmers Branch desires to provide a grant not to exceed Six Hundred and Ten Thousand Dollars ($610,000) to Metrocrest as a sub-recipient of Fiscal Recovery Funds to respond to the negative economic impacts due to the COVID-19 pandemic (the "Grant"); and

WHEREAS, the City Council of the City of Farmers Branch finds it to be in the public interest to authorize the negotiation and execution of a grant agreement setting forth the terms and conditions by which Metrocrest will receive the benefits of the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THAT:

SECTION 1. The City Council hereby approves the Farmers Branch Coronavirus Fiscal Recovery Fund Grant Agreement with Metrocrest, attached hereto, and authorizes the City

Manager, or designee, to execute the Agreement on behalf of the City of Farmers Branch, Texas, and any further amendments or instruments related thereto.

SECTION 2. All provisions of the resolutions of the City of Farmers Branch, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 3. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS, THIS _____ DAY OF _____ 2021.

ATTEST:

_____
Amy Piukana, City Secretary

APPROVED:

_____
Robert C. Dye, Mayor

APPROVED AS TO FORM:

_____
Peter G. Smith, City Attorney
(PGS:11-04-21:TM 125837)

THE STATE OF TEXAS	§	**FARMERS BRANCH CORONAVIRUS FISCAL RECOVERY FUND GRANT AGREEMENT**
	§	
COUNTY OF DALLAS	§	

This agreement ("Agreement") is made and entered into as of the Effective Date by and between the City of Farmers Branch, Texas (the "City"), and Metrocrest Services, Inc. (the "Metrocrest") (City and Metrocrest collectively referred to hereafter as the "Parties" or individually as a "Party"), acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") added section 603(a) to the Social Security Act, which created the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") to provide funding to state and local governments to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and

WHEREAS, the City is the recipient of Fiscal Recovery Funds through the State of Texas (the "State") in accordance with the provisions of ARPA; and

WHEREAS, following the enactment of ARPA, the U.S. Department of the Treasury (the "Treasury") released formal and informal guidance regarding the implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including the Treasury Interim Final Rule, 31 CFR pt. 35, 2021, and informal guidance made publicly available by the Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and

WHEREAS, ARPA and Treasury Guidance provide that Fiscal Recovery Funds may be used for eligible expenses, which includes expenses incurred to respond to the COVID-19 pandemic or its negative economic impacts, including assistance to households and nonprofits; and

WHEREAS, Metrocrest is a Texas nonprofit corporation established under the laws of the State of Texas for the purpose of providing food and housing assistance and information and referral service regarding available social services for people living in the City and surrounding cities; and

WHEREAS, the economic impacts of the COVID-19 pandemic have created an increase in demand for social services and financial strain on the ability of Metrocrest to provide the necessary social services for the residents of the City; and

WHEREAS, Metrocrest intends to design, develop, and implement the Home Rehabilitation Program to provide Accessibility Assistance, Emergency Repair Assistance, and Exterior Repair Assistance to Eligible Homeowners (defined herein); and

WHEREAS, Metrocrest intends to design, develop, and build the Community Support Facility, to consolidate operations and to improve the accessibility, capacity, and ability of Metrocrest to serve citizens of the City that seek quality of life assistance; and

WHEREAS, City desires to provide a Home Rehabilitation Program Grant and a Community Support Facility Grant not to exceed the amounts set forth herein to Metrocrest as a sub-recipient of Fiscal Recovery Funds to respond to the negative economic impacts due to the COVID-19 pandemic; and

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

ARTICLE 1
DEFINITIONS

"Accessibility Assistance" shall mean assistance to Eligible Homeowners, who are disabled and/or elderly, for structural modifications related to mobility, including, but not limited to, ramp construction, doorway widening, bathroom retrofitting with ADA-compliant fixtures.

"Commencement of Construction" shall mean that: (i) the Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Community Support Facility; (ii) all necessary permits for the construction of the Community Support Facility pursuant to the respective Plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Community Support Facility has commenced.

"Community Support Facility" shall mean construction of an approximately forty-eight thousand (48,000) square foot facility within the City of Carrolton, Texas in accordance with the Plans and this Agreement.

"Community Support Facility Grant" shall mean a Fiscal Recovery Funds grant in the amount of Five Hundred and Sixty Thousand and 00/100 Dollars ($560,000.00), to be paid by the City to Metrocrest in two (2) installments as set forth herein.

"Eligible Homeowner" shall mean a citizen of the City of Farmers Branch, Texas, who owns a residence in Farmers Branch, has suffered economic or public health impact due to the COVID-19 pandemic, and is either above the age of sixty-five (65+) or who is disabled in accordance with the Americans with Disabilities Act ("ADA").

"Emergency Repair Assistance" shall mean assistance to Eligible Homeowners for home repairs necessary for health and safety, including, but not limited to, failed plumbing fixtures, clogged/broken sewer lines, damaged or exposed electrical wiring, damaged or broken electrical switches or outlets, leaking roofs, or damaged or broken air conditioning or heating units.

"Expiration Date" shall mean December 31, 2024.

"Exterior Repair Assistance" shall mean assistance to Eligible Homeowners who have received a notice of violation or citation from the City's Community Services Departments Code Enforcement Division and who do not have the financial resources to comply with City Code of Ordinances requirements regarding the notice of violation or citation.

"Grants" shall collectively mean the Home Rehabilitation Program Grant and the Community Support Facility Grant.

"Home Rehabilitation Program" or "HRP" shall mean support and direct services to Eligible Homeowners through Accessibility Assistance, Emergency Repair Assistance, or Exterior Repair Assistance.

"Home Rehabilitation Program Grant" shall mean a Fiscal Recovery Funds grant in the amount of Fifty Thousand and 00/100 Dollars ($50,000.00), to be paid by the City to Metrocrest in one (1) installment for the administration of the HRP under the terms as set forth herein.

"Payment Request" shall mean a written request from the Company to the City for payment of the Grant.

"Permit Fee Waiver" shall mean the waiver of City building permit fees related to Home Rehabilitation Program.

"Plans" shall mean the plans for the Community Support Facility to be approved by the City.

ARTICLE II
TERM; TERMINATION

2.01 Term. This Agreement shall be effective upon date of last execution by the Parties ("the Effective Date") and shall continue until the Expiration Date, unless terminated sooner as provided herein.

2.02 Termination. This Agreement may be terminated by either party, with or without cause, by giving the other party thirty (30) days prior written notice. In the event of termination by the City, Metrocrest shall pay to City an amount equal to the Grants previously paid by City to Metrocrest immediately preceding the date of such termination within five (5) business days of the date of such termination. The repayment obligation of Metrocrest set forth in this section 1.2 hereof shall survive termination.

ARTICLE III
HOME REHABILITATION PROGRAM GRANT

3.01 Home Rehabilitation Program Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Metrocrest, and the obligation of Metrocrest to repay the Grants pursuant to this Agreement, City agrees to provide Metrocrest with the Home Rehabilitation Program Grant in the amount of Fifty Thousand and 00/100 dollars ($50,000.00) to be paid within thirty (30) days of the Effective Date.

3.02 Home Rehabilitation Program Requirements. (a) Metrocrest agrees to use the Home Rehabilitation Program Grant to respond to the negative economic impacts due to the COVID-19 pandemic to develop, implement, and administrate assistance to citizens of the City of Farmers Branch, Texas, who are Eligible Homeowners, for home repairs necessary to improve the quality of life of such Eligible Homeowner through the HRP. Metrocrest agrees that the Home Rehabilitation Program Grant will be used solely for the development, implementation, and administration of the HRP.

(b) Metrocrest agrees that the HRP will be developed and implemented to provide assistance to Eligible Homeowners subject to the following conditions:

(i) Provide for financial assistance, through the provision of labor and/or materials, for Accessibility Assistance, Emergency Repair Assistance, and Exterior Repair Assistance for the Eligible Homeowner's residence and not direct cash transfers;

(ii) Provide for a maximum assistance amount not to exceed Five Thousand and 00/100 Dollars ($5,000.00) for any one Eligible Homeowner;

(iii) Ensure that Eligible Homeowners meet qualifications including, but not limited to:

1. Income eligibility requirements as determined by Metrocrest;
2. Receive assistance for property located within the incorporated limits of the City of Farmers Branch which serves as the Eligible Homeowner's primary residence.
3. Provide a tax certificate showing the current, non-delinquent, status of property taxes;
4. Provide proof of homeowner's insurance; and
5. Provide proof of residency at the property for at least three (3) consecutive years prior to application;

(iv) Ensure that Eligible Homeowners have not received assistance under the HRP within the preceding three (3) years;

(v) Ensure that the Home Rehabilitation Program Grant is not used to pay insurance deductibles; and

(vi) Provide that Eligible Homeowners are not to receive funds from the Home Rehabilitation Program Grant for repairs generally covered by the insurance policy provided by the Eligible Homeowner except when such repair is only partially covered by such insurance policy, provided that:

1. The Eligible Homeowner signs over the insurance claim payment(s) to Metrocrest prior to funds being provided or repairs being conducted under the HRP and Metrocrest deposits the insurance claim payment(s) received from the Eligible Homeowner into an escrow account; or
2. If Eligible Homeowner has already spent any insurance claim payment(s), Eligible Homeowner must provide detailed documentation of repairs conducted and proof of payment for a determination by Metrocrest of eligibility under the HRP; and

(vii) If the Eligible Homeowner has expended insurance proceeds, proof of payment and detailed documentation of repairs is provided to Metrocrest to determine eligibility under the HRP.

3.03 Permit Fee Waiver. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Metrocrest, City agrees to provide Eligible Homeowners the Permit Fee Waiver.

3.04 Administration Fee. Metrocrest may retain a fee, in an amount not to exceed ten percent (10%) of the Home Rehabilitation Program Grant, for cost associated with administering the HRP.

ARTICLE IV
COMMUNITY SUPPORT FACILITY GRANT

4.01 Community Support Facility Grant. (a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by Metrocrest, and the obligation of Metrocrest to repay the Grants pursuant to this Agreement, City agrees to provide Metrocrest with the Community Support Facility Grant to be paid in two (2) installments as set forth herein.

(b) First Installment. The first installment of the Community Support Facility Grant in the amount of One Hundred and Ten Thousand and 00/100 Dollars ($110,000.00) shall be paid by the City to Metrocrest within thirty (30) days of the Effective Date.

(c) Second Installment. The second installment of the Community Support Facility Grant in the amount of Four Hundred and Fifty Thousand an 00/100 Dollars ($450,00.00) shall be paid by the City to Metrocrest within thirty (30) days after receipt of a Payment Request following (i) October 1, 2022, and (ii) the Commencement of Construction. Failure to submit the Payment Request for the Second Installment by December 31, 2022, shall operate as a forfeiture of the payment of the Second Installment.

4.02 Community Support Facility Requirements. (a) Metrocrest agrees to use the Community Support Facility Grant to respond to the negative economic impacts due to the COVID-19 pandemic to design and construct the Community Support Facility, subject to the terms of this Agreement, to serve citizens of the City of Farmers Branch, Texas, who have faced negative economic impacts due to the COVID-19 pandemic.

(b) Metrocrest agrees that the Community Support Facility will be designed, developed, and built containing features and elements including, but not limited to:

(i) Approximately forty-eight thousand (48,000) square foot;
(ii) Expanded case management services, space, and staff;
(iii) Center for employment and continued education;
(iv) Expanded food pantry and warehouse;
(v) Mobile pantry truck program capabilities;
(vi) Volunteer center with training kitchen;
(vii) Teaching garden with nutritional program; and
(viii) Shared space to offer complementary services.

4.03 Plan Approval. Company shall submit the Plans to the City for review and approval prior to Commencement of Construction of the Community Support Facility.

ARTICLE V
CONDITIONS TO GRANTS

The obligation of the City to pay the Grants shall be conditioned upon the compliance and satisfaction by Metrocrest of the terms and conditions of this Agreement and each of the following conditions:

5.01 Laws, Rules, and Regulations. Expenditures of the Grants are governed by this Agreement, ARPA, Treasury Guidance, and all other applicable State and Federal laws, rules, and regulations. Metrocrest acknowledges and understands that the Grants are subject to the terms and conditions of this Agreement, ARPA, Treasury Guidance, and all other applicable State and Federal laws, rules, and regulations. The Parties agree to timely comply, without additional cost or expense to the other Party, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

5.02 Time Period for Incurring Eligible Expenditures. Fiscal Recovery Funds received by Metrocrest through the Grants must have been or be incurred by Metrocrest between March 3, 2021, and December 31, 2024 ("Covered Period'). Any expenses incurred before or after the Covered Period are not Eligible Expenses. Expensed incurred within the Covered Period must be expended by December 31, 2026. For an expense to be incurred, performance or delivery must occur during the Covered Period. "Incurred", as used herein, shall mean orders placed for property and services, contract and subawards made, and similar transactions that require payment.

5.03 Repayment of Unused Funds. If any Program Grant Funds are not incurred during the Covered Period or expended by December 31, 2026, they shall be returned by Metrocrest to the City within five (5) business days.

5.04 Reporting and Accountability.

(a) Reports. The Metrocrest shall keep the City informed of all expenditures made under this Agreement during the term of this Agreement in any frequency or format of report or reporting as determined in the City's sole discretion including, but not limited to, annual reports, quarterly reports, and an annual update to the City Council in writing and a presentation to the City Council of the City of Farmers Branch at a meeting of the City Council when requested by the City.

(b) Access to Records. Metrocrest agrees that City, or any of its duly authorized representatives, the State, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports or other records of Metrocrest that are pertinent to this Agreement, or order to make audit, examinations, excerpts, transcripts, and copies of such records. This right also includes timely and reasonable access to Metrocrest personnel for the for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the City.

(c) Maintenance of Records. Metrocrest's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available for inspection by City, or any of its duly authorized representatives, the State, or the Federal Government upon request.

(d) Federal Accounting Requirements. Metrocrest acknowledges that Fiscal Recovery Funds are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

> a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), if Metrocrest as a subrecipient has spent $750,000 or more in federal awards during its fiscal year, and
>
> the following requirements in the Uniform Guidance (2 C.F.R. Part 200):
>
> > 2 C.F.R. § 200.303 regarding internal controls,
> >
> > §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and
> >
> > subpart F regarding audit requirements.

(e) Audit. The City, its assigns, the State, or the Federal Government shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in the City at a mutually convenient time within a reasonable time. Should City determine it reasonably necessary, Metrocrest shall make all of its records, books, and documents reasonably related to this Agreement available to authorized City, State, or Federal Government

personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.

(f) Documentation and Retention. Metrocrest shall track and document all use and expenditures of the Grants. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Metrocrest for a minimum of four (4) years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, Metrocrest must keep the records and documents for not less than four (4) years and until all litigation, claims, or audit findings are resolved, whichever is later.

5.05 Source of Grant Funds. Metrocrest acknowledges that funding for this Agreement comes from Fiscal Recovery Funds received by the City pursuant to ARPA. City has no independent obligation to provide Metrocrest with funds from any other source. Payment of the Grants to Metrocrest by City is subject to and conditioned upon the City receiving appropriations of Fiscal Recovery Funds. Metrocrest understands that any expenses incurred in excess of the Grants are Metrocrest's sole responsibility and will not by paid by City.

5.07 Return of Grant Award for Non-Compliance and Right to Cure. Should Metrocrest's spending of the Grants be in violation of applicable laws, breach provisions of this Agreement, or otherwise be determined by the Federal Government, State, or the City to be in violation of any applicable regulation or law, Metrocrest shall return to the City that portion of the Grants that is later determined to have been spent in violation of applicable laws, regulations or this Agreement upon ten (10) days written notice. The remedy provided in this section is in addition to and not in lieu of any all other claims, causes of action, and legal and equitable remedies available to City under applicable law.

ARTICLE VI
INDEMNIFICATION

METROCREST DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY METROCREST, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH METROCREST EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO METROCREST'S LIABILITY.

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

ARTICLE VII
MISCELLANEOUS PROVISIONS

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

7.02 Assignment. Metrocrest may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Metrocrest to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

7.03 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 successors and assigns.

7.04 Governing Law; Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

7.05 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

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

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

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

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

If intended for City, to:

Charles S. Cox, City Manager
City of Farmers Branch, Texas
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Metrocrest:

Tracy Eubanks, Chief Executive Officer
Metrocrest Services, Inc.
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

7.09 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.

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

7.11 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.

7.12 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations. (a) Metrocrest verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Metrocrest verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Metrocrest verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association

(d) This section does not apply if Metrocrest is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of $100,000.00 or more to be paid under the terms of this Agreement.

7.13 Employment of Undocumented Workers. During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the Grants, and any other funds received by Company from City as of the date of such violation within one hundred twenty (120) days after the date Company is notified by City of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid.

7.14 Federal Provisions.

(a) Civil Rights and Equal Opportunity Employment. During the performance of this Agreement, Metrocrest agrees as follows:

(i) Metrocrest will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Metrocrest will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Metrocrest agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) Metrocrest will, in all solicitations or advertisements for employees placed by or on behalf of Metrocrest, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(iii) Metrocrest will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of Metrocrest's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Metrocrest will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(v) Metrocrest will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records,

and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

(vi) If Metrocrest is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Metrocrest may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) Metrocrest will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. Metrocrest will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event Metrocrest becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency Metrocrest may request the United States to enter into such litigation to protect the interests of the United States.

(viii) List of Pertinent Nondiscrimination Authorities: Metrocrest for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Metrocrest's, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

(b) Suspension and Debarment. In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies. If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City. For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the Agreement. The certification in this section is a material representation of fact relied upon by the City in entering into this contract

(c) Work Hours and Safety Standards. If the Metrocrest, using the Grants, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(d) Lobbying Prohibition. Metrocrest certifies the following:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

(iii) The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(e) Clean Air Act and the Federal Water Pollution Control Act. Metrocrest agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Federal Emergency Management Agency ("FEMA") and the Regional Office of the Environmental Protection Agency.

(Signature Page to Follow)

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF FARMERS BRANCH, TEXAS

By: _____
Charles S. Cox, City Manager

Attest:

_____
Amy Piukana, City Secretary

Approved as to Form:

_____
Peter G. Smith, City Attorney

SIGNED AND AGREED this 19th day of November, 2021.

METROCREST SERVICES, INC.

By: _____
Tracy Eubanks, Chief Executive Officer

GRANT FUNDING AGREEMENT
Metrocrest "Building Our Future" Campaign Grant

This Grant Funding Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City") and Metrocrest Services ("Metrocrest") (each a "party" and collectively the "parties"), acting by and through their respective authorized officers.

RECITALS:

WHEREAS, Metrocrest has served the local community for over 50 years, providing a comprehensive range of social services, including access to food, job skills training, senior assistance programs, rent assistance, and other critical services for the City's residents; and

WHEREAS, approximately seventy-six percent (76%) of Metrocrest's client households report that Metrocrest is the only nonprofit serving their family, and Metrocrest's local community facilities are an essential resource for City residents in need of assistance; and

WHEREAS, the economic impacts of the COVID-19 pandemic have created an increase in demand for social services which has impacted the ability of Metrocrest to provide the necessary social services for the City's residents; and

WHEREAS, Metrocrest has undertaken the 'Building Our Future Campaign' (the "Campaign") to design, develop, and build the Community Support Facility for the purpose of improving the accessibility, capacity, and ability of Metrocrest to serve the City's residents; and

WHEREAS, Metrocrest has requested that the City support the Campaign by providing a reimbursement grant in conformance with this Agreement; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to provide financial incentives and grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making providing the Community Facility Support Grant to Metrocrest in accordance with this Agreement will promote local economic development, stimulate business and commercial activity, and promote the public health and welfare of the City's residents.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Article I
Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

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"Bankruptcy or Insolvency" shall mean the dissolution or termination of Metrocrest's existence, insolvency, employment of receiver for any part of Metrocrest's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Metrocrest and such proceedings are not dismissed within ninety (90) days after the filing thereof.

"City" shall mean the Town of Addison, Texas.

"Commencement of Construction" shall mean that: (i) the building designs and plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Community Support Facility; (ii) all necessary permits for the construction of the Community Support Facility pursuant to the respective plans therefore have been issued by all the applicable governmental authorities; and (iii) construction of the Community Support Facility has commenced.

"Community Support Facility" shall mean construction of an approximately forty-eight thousand (48,000) square foot facility within the City of Carrollton, Texas in accordance with this Agreement.

"Community Support Facility Grant" or "Grant" shall mean a reimbursement grant in the total amount of One Hundred and Twenty Thousand and 00/100 Dollars ($120,000.00), to be paid by the City to Metrocrest in two (2) installments as set forth in this Agreement.

"Effective Date" shall mean the last date of execution hereof.

"Expiration Date" shall mean December 31, 2024.

"Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Metrocrest with respect to the Community Support Facility or any property or any business owned by Metrocrest within the City.

"Metrocrest" shall mean Metrocrest Services, a Texas nonprofit corporation operating under 501(c)(3) of the Internal Revenue Code.

"Payment Request" shall mean a written request from Metrocrest to the City for payment of any portion of the Grant. The Payment Request shall be accompanied by copies of such invoices, bills, receipts, permits, and other information, as may reasonably be requested by the City to substantiate Metrocrest's eligibility to receive payment, including evidence of the actual costs incurred and paid by Metrocrest in connection with the design or construction of the Community Support Facility as of the date of the applicable Payment Request.

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"Related Agreement" shall mean any agreement by and between the City and Metrocrest, or any of its affiliated or related entities.

Article II
Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III
The Community Facility Support Grant

3.1 Community Facility Support Grant. Subject to the continued satisfaction of all the terms and conditions of this Agreement by Metrocrest, and the obligation of Metrocrest to repay the Grant funds pursuant to this Agreement, City agrees to provide Metrocrest with the Community Facility Support Grant to be paid in two (2) installments as follows:

(a) *First Installment*. The first installment of the Grant in the amount of Sixty Thousand and 00/100 Dollars ($60,000.00) shall be paid by the City to Metrocrest within thirty (30) days after receipt of a Payment Request following the Commencement of Construction.

(b) *Second Installment*. The second installment of the Grant in the amount of Sixty Thousand and 00/100 Dollars ($60,000.00) shall be paid by the City to Metrocrest within thirty (30) days after receipt of a Payment Request that includes certification by Metrocrest that construction of the Community Support Facility is fifty percent (50%) complete. Failure to submit the Payment Request for the second installment by the Expriation Date shall operate as a forfeiture of the payment of the second installment under this Agreement.

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Grant shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit specified herein, with any statute, rule, regulation, grant, contract provision, subsequent federal guidance or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered or funds provided under the terms of this Agreement.

Article IV
Grant Conditions

The obligation of the City to pay the Grant shall be conditioned upon the compliance and satisfaction by Metrocrest of the terms and conditions of this Agreement, including each of the

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conditions contained in this Article IV, which shall remain in effect throughout the entire term of this Agreement.

4.1 Payment Request. Metrocrest's submission of a completed Payment Request to the City shall be a condition precedent to City's payment of any portion of the Grant under this Agreement.

4.2 Community Support Facility Purpose; Available Services. Metrocrest agrees that the Community Support Facility will be designed, developed, and constructed for the purpose of providing the City's residents enhanced access to local social services including, but not limited to:

(a) Expanded case management services, space, and staff;
(b) Center for employment and continued education;
(c) Expanded food pantry and warehouse;
(d) Mobile pantry truck program capabilities;
(e) Volunteer center with training kitchen;
(f) Teaching garden with nutritional program; and
(g) Shared space to offer complementary services.

4.3 Laws, Rules, and Regulations. Metrocrest shall ensure the Grant funds are expended in compliance with this Agreement together with all applicable federal, state, and local laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

4.4 Repayment of Unused Funds. If any Grant funds are not incurred during the term of this Agreement, they shall be returned by Metrocrest to the City within ten (10) business days following the Expiration Date.

4.4 Reporting; Records; Audit.

(a) *Reports*. The Metrocrest shall keep the City informed of all expenditures made under this Agreement during the term of this Agreement in any frequency or format of report or reporting as determined in the City's sole discretion including, but not limited to, annual reports, quarterly reports, and an annual update to the City Council in writing and a presentation to the City Council of the Town of Addison at a meeting of the City Council when requested by the City.

(b) *Access to Records*. Metrocrest agrees that City, or any of its duly authorized representatives, the state, or the federal government has the right of timely and unrestricted access to any books, documents, papers, reports or other records of Metrocrest that are pertinent to this Agreement, or order to make audit, examinations, excerpts, transcripts, and copies of such records. This right also includes timely and reasonable access to Metrocrest personnel for the for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents.

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(c) *Maintenance of Records*. Metrocrest shall track and document all use and expenditures of the Grant. Metrocrest's records, books, and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available for inspection by City, or any of its duly authorized representatives, upon request.

(e) *Records Retention*. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Metrocrest for a minimum of four (4) years after the termination or expiration of this Agreement. If any litigation, claim, or audit involving these documents or records begins before the specified period expires, Metrocrest must keep the records and documents for not less than four (4) years and until all litigation, claims, or audit findings are resolved, whichever is later.

(f) *Audit*. Should the City determine it reasonably necessary, Metrocrest shall make all of its records, books, and documents reasonably related to this Agreement available to City, including its personnel and authorized representatives, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate that the use of the Grant funds is in the compliance with this Agreement.

Article V
Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

(a) upon the Expiration Date;
(b) by written agreement of the parties;
(c) upon written notice by either party in the event the other party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof in accordance with this Agreement;
(d) upon written notice by the City, if Metrocrest suffers an event of Bankruptcy or Insolvency;
(e) upon written notice by the City, if any Impositions owed by Metrocrest shall become delinquent (provided, however, Metrocrest retains the right to timely and properly protest and contest any such Impositions); and
(f) upon written notice by either party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by the City pursuant to Section 5.1(c), (d), (e), or (f) Metrocrest shall immediately repay to the City an amount equal to the total Grant previously paid by the City to Metrocrest, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at

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the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the Grant was initially paid to Metrocrest.

5.3 Right of Offset. The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Metrocrest, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

Article VI
Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective parties. This Agreement may not be assigned by Metrocrest without the prior written consent of the City.

6.2 Independent Contractor. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Metrocrest, in satisfying the conditions of this Agreement, has acted independently and the City assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. Metrocrest represents and warrants to the City that Metrocrest is a duly formed, validly existing legal entity in good standing under the laws of the state of Texas and is authorized to transact business in the state of Texas.

6.4 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

6.6 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

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If intended for City, to:

Attn: Wesley S. Pierson, City Manager
Town of Addison
5300 Belt Line Rd.
Addison, Texas 75254

With a copy to:

Attn: Whitt L. Wyatt, City Attorney
Wood Banowsky, PLLC
3710 Rawlins St., Suite 1000
Dallas, Texas 75219

If intended for Metrocrest, to:

Attn: Tracy Eubanks, CEO
Metrocrest Services
13801 Hutton Drive, Suite 150
Farmers Branch, Texas 75234

6.7 Governing Law. This Agreement shall be governed by the laws of the state of Texas; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may be amended solely by mutual written agreement of the parties.

6.9 Legal Construction. 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 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.

6.13 Employment of Undocumented Workers. During the term of this Agreement Metrocrest agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Metrocrest shall repay the amount of the Grant and any other funds received by Metrocrest from the City as of the date of such violation within one hundred twenty (120) days after the date Metrocrest is notified by the City of such violation, plus interest at the rate of four

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(4%) compounded annually from the date of violation until paid. Metrocrest is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Metrocrest or by a person with whom Metrocrest contracts.

6.14 Statutory Verifications. Metrocrest's execution of this Agreement shall serve as its verification that:

(a) Metrocrest (i) does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended; (ii) does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended; and (iii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; or

(b) Metrocrest is exempt from the forgoing verification because it (i) is a sole proprietor, (ii) a nonprofit entity, (iii) a governmental entity, or (iv) has fewer than ten (10) fulltime employees.

6.14 Public Information Act Requirements. Metrocrest acknowledges that any and all records of Metrocrest, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. Metrocrest agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event Metrocrest determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, Metrocrest shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of Metrocrest's confidential information. Notwithstanding the foregoing, Metrocrest agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons Metrocrest's confidential information is exempt from disclosure to the public under the Act, regardless of whether Metrocrest has asserted its own arguments to the Attorney General.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

TOWN OF ADDISON, TEXAS	**METROCREST SERVICES**
By:_____ Wesley S. Pierson, City Manager	By:_____ Tracy Eubanks, CEO
Date: _____	Date: _____

ATTEST:

By:_____
Irma Parker, City Secretary

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Council Meeting **2.**

Meeting Date: 12/14/2021

Department: Police

Pillars: Gold Standard in Public Safety

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present and Discuss **Draft Updates to the Commercial Vehicle Parking Ordinance.**

BACKGROUND:

Commercial parking complaints, especially within our multifamily residential areas, have become a more frequent FixIT app request to the Town. In response to these requests, the Addison Police Department has identified the need to update the ordinance to support enforcement activities.

Current regulations addressing commercial vehicle parking in residential areas are as follows:

Sec. 78-175. - Overnight parking of trucks and buses with more than three-quarter ton rated capacity within certain zones prohibited

a. It shall be unlawful and an offense for any person to park overnight, or between the hours of midnight and 6:00 a.m., any truck-tractor, road-tractor, semitrailer, bus, truck, or trailer, when such truck or trailer has a manufacturer's rated capacity in excess of three-fourths ton **upon property within any area zoned as either single-family, duplex or multiple-family district zoning under the zoning ordinance of the Town.**

b. This section shall not prevent the parking or standing of the vehicles described in subsection (a) of this section in such zoned areas for the purpose of expeditiously loading and unloading passenger, freight, or merchandise. (Code 1982, § 9-132)

In Addison, most housing developments are zoned Planned Development (PD), Urban Center (UC) or Mixed Use Residential (MXR) District. This conflicting language difference (specific zoning districts vs. the general residential land uses referenced in Sec. 78-175) led us to ask for assistance from our City Attorney to determine if we have the legal authority to enforce Section 78-175 as written. Our City Attorney agreed the language is problematic and initiated work on

recommended updates to ensure the intent of the ordinance can be achieved.

Before a final revision is brought to Council for consideration, staff would like to obtain feedback on this specific ordinance provision and any other policy considerations related to this issue. The attached presentation is intended to facilitate that discussion.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Commercial Vehicle Parking Presentation

Commercial Vehicle Parking Ordinance Updates

December 14, 2021

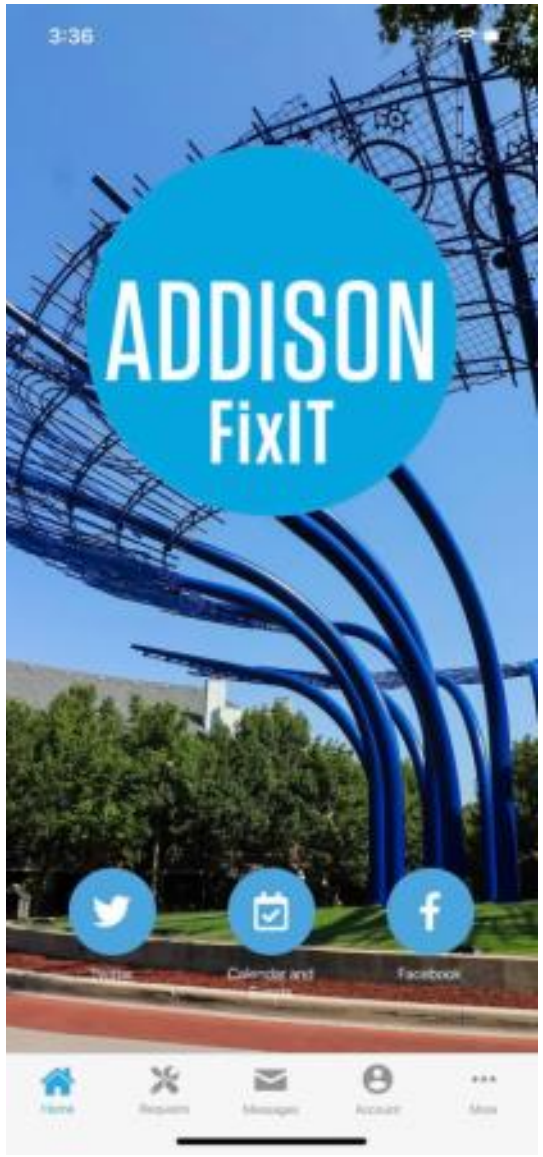
Purpose of this Work Session Discussion

- Define the problem with the current ordinance language
- Define a commercial vehicle as it pertains to parking in residential areas of Addison.
- Highlight the current situation within many of our multi-family developments
- Facilitate a discussion with Council on feedback for an ordinance update

Background

Commercial vehicle parking complaints, especially within our multi-family residential areas, have become a more frequent FIX IT APP request to the Town.

In response to these requests, Addison Police Department staff identified the need to update
Sec 78-175 of the commercial vehicle parking ordinance which governs enforcement of these complaints.



Current Commercial Vehicle Ordinance

Sec. 78-175. - Overnight parking of trucks and buses with more than three-quarter ton rated capacity within certain zones prohibited

(a) It shall be unlawful and an offense for any person to park overnight, or between the hours of midnight and 6:00 a.m., any truck-tractor, road-tractor, semitrailer, bus, truck or trailer, when such truck or trailer has a manufacturer's rated capacity in excess of three-fourths ton, **upon property within any area zoned as either single-family, duplex or multiple-family district zoning under the zoning ordinance of the town.**

(b) This section shall not prevent the parking or standing of the vehicles described in subsection (a) of this section in such zoned
areas for the purpose of expeditiously loading and unloading passenger, freight or merchandise.

(Code 1982 § 9-132)

Current Storage Ordinance

Sec. 78-286. - Storage.

(a) A person in a residentially zoned area shall not place, store or maintain on his driveway, side yard or front yard, for a continuous period in excess of 24 hours, a **mobile home, recreational vehicle, boat, trailer, camper, dismantled or inoperative truck or motor vehicle.** For the purpose of this subsection, "side yard" means an open, unoccupied space on the same lot with a building, situated between the building and sideline of the lot and extending through from the front yard to the rear yard. For the purpose of this subsection, "front yard" means the portion of a lot or tract which abuts a street and extends across the width of the lot or tract between the street and the main building.

(b) It shall be a defense to prosecution under subsection (a) of this section if the prohibited item is enclosed in a building or structure, or concealed from view by a fence, shrubs or other landscaping. (Code 1982, § 9-205)

**ordinance intended for single-family home areas.*

Background Continued

In Addison, most housing developments are zoned as:

1. Planned Developments (PD)
2. Urban Centers (UC)
3. Mixed Use residential (MXR)

Conflicting language within current ordinance (Sec. 78-175) which calls out general residential land uses vs. specific zoning districts.

- Unfortunately, the zoning language does not support the enforcement needs of the Police Department.
- Will need to add planned-development, urban centers and/or mixed-use development language.

Definitions

PAYLOAD =



Payload is the weight of your cargo

CURB WEIGHT =



Curb weight is a measurement of the vehicle's total weight -- that is, without any passengers or cargo.

Definitions

GVWR
Gross Vehicle Weight Rating

≥  + 

Gross Vehicle Weight Rating

Maximum loaded weight of a vehicle

GCWR
Gross Combined Weight Rating

≥  +  + 

Gross Combined Weight Rating

Maximum towing weight of a vehicle

Definitions – Federal

According to the Federal Motor Carrier Safety Regulations (FMCSRs), there are two different definitions for a Commercial Motor Vehicle (CMV).

1. Section 390.5 of the FMCSRs describes a CMV as any vehicle used in interstate commerce to transport passengers or property with a gross vehicle weight rating, gross combination weight rating, gross vehicle weight, or gross combination weight of 10,001 pounds or more.

**This definition applies to many types of vehicles, i.e., small package delivery vehicles, pick-up trucks with trailers attached, box trucks, etc. A commercial driver's license (CDL) is not required to operate this size of vehicle.*





Definitions – Federal Continued

The second definition of a CMV is found in Sections 382.107 and 383.5. This definition applies to motor vehicles used in commerce to transport passengers or property with a gross vehicle weight rating of 26,001 pounds or more, or a gross combination weight of 26,001 pounds or more, including a towed unit with a gross vehicle weight rating of more than 10,001 pounds.

**These are generally tractor/trailer vehicles. A CDL is required to operate vehicles over 26,001 pounds.*





Definitions – Texas

Commercial Motor Vehicle (Interstate) – Any self-propelled or towed motor vehicle used on a Highway in interstate commerce to transport passengers or property when the vehicle:

- Has a Gross Vehicle Weight Rating or Gross Combined Weight Rating or actual weight, or combined weight, of 10,001 pounds or more, whichever is greater; or
- Is designed to transport more than 8 passengers (including the driver) for compensation; or
- Is designed to transport more than 15 passengers (including the driver) and is not used to transport passengers for compensation; or
- Is used to transport Hazardous Material in a quantity requiring a placard.

Commercial Motor Vehicle (Intrastate-Texas) – Any self-propelled or towed vehicle, other than a farm vehicle with a Gross Vehicle Weight, Registered Weight, or Rating of less than 48,000 pounds, that is used on a public highway to transport passengers or cargo if:

- The vehicle or combination of vehicles has an actual weight, registered weight or Gross Vehicle Weight Rating of more than 26,000 pounds; or
- The vehicle is designed or used to transport more than 15 passengers, including the driver; or
- The vehicle is used to transport hazardous materials in a quantity requiring placarding

Examples within our Multi-Family Developments

These examples are NOT violations under the current ordinance.









Examples within our Multi-Family Developments

These examples are violations under the current ordinance.









Key Policy Issues

1. Is Council satisfied with the proposed enforcement-oriented updates to the current ordinance? *Simple solution just changes the zoning language to support enforcement needs.*

2. Is Council satisfied with the current definition (in the existing ordinance) of a commercial vehicle as it pertains to residential parking? *This is a more complex decision based on the criteria we choose (i.e., weight ratings etc.)*

3. Are there other concerns not addressed in this presentation?

Next Steps

Staff will take Council's direction and amend the ordinance with our City Attorney for Council consideration in January 2022.

Communicate with property management regarding changes so the residents and/or businesses understand the rules and regulations

Police Department and Code Enforcement will enforce ordinance with warnings, citations and even towing when appropriate.

Questions?

Council Meeting **3.**

Meeting Date: 12/14/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the **Minutes from the October 26, 2021 City Council Meeting.**

BACKGROUND:

The minutes for the October 26, 2021 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - October 26, 2021

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OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 26, 2021

6:45 p.m. Work Session
7:30 p.m. Regular Meeting & Executive Session

Addison TreeHouse
14681 Midway Rd., Addison, TX 75001

The Addison City Council conducted its Regular Council Meeting on Tuesday, October 26, 2021, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

Present: Mayor Joe Chow; Mayor Pro Tempore Guillermo Quintanilla; Deputy Mayor Pro Tempore Paul Walden; Council Member Tom Braun; Council Member Kathryn Wheeler; Council Member Marlin Willesen.

Absent: Council Member Lori Ward

Call Meeting to Order: Mayor Chow called the meeting to order.

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

EXECUTIVE SESSION

* * * ITEM MOVED * * *

Mayor Chow announced that the Executive Session items would be discussed following discussion of the Regular Agenda Items.

WORK SESSION

1. Present Citizen's Academy Graduation Certifications to the Citizen's Academy Class of 2021.

Mayor Chow presented graduation certificates to participants of the Citizen's Academy Class of 2021 who were present. Participants in this year's class included: Adrienne Wright, Bob Queen, Bonnie Somer, Charles Hunter, Charles Shaw, Darren Gardner, David Collins, Gail LeVine, Harold Branson, Jimmy Barker, Jose Iglesias, Jose Torrealba, Joseph Hornisher, Lawrence Jones, Lilly Anyanwu, Marvin Perez, Nancy Williams, Urenna Onyewuchi, Richard Teza, Shelia Wooldridge, Suzanne Schoenthaler, and Zoran Arula. Several participants offered positive comments regarding the program.

2. Present and Discuss Aesthetic Changes to the DART Silver Line Station as Approved by the Art and Design Committee.

Ashley Mitchell, Deputy City Manager, presented this item. She reviewed that DART's Silver Line Art & Design Program includes the art and design of 10 stations along the 26-mile Silver Line Corridor. Under this program, a team of architects, artists, engineers, and neighborhood advisory committee members collaborated on each station's design from station concept to completion. This includes determining architectural elements such as paving and column cladding, site elements, landscaping, and site-specific artwork.

Addison's City Council appointed the following members to the DART Cotton Belt Art and Design Committee (Committee) in April 2019 to provide input on the Addison station. Those members include Patricia Adkins, Judy Barrett, Jon Birney, Kim Boyle, Barbara Daseke, Margie Gunther, Jay Ihrig, Yasue Kulhanek, Harriet Mellow, Robin Moss, Barbara Papas, Derek Underwood, Allen Weatherford, and Ron Whitehead.

In conjunction with Town staff and artist Eric McGeheraty, the Committee selected a theme to promote the idea of *Sophisticated Fun* by use of traditional and easy to maintain materials such as stone, bronze and brick pavers, windscreens engraved with artist depictions of sculptures around Addison, enhanced fencing along ramps at the entrance to the station that resemble fireworks, and fiber optic lights embedded in ramps.

Ms. Mitchell advised that DART determined that the fiber optic lighting in the ramps leading up to the Addison Station platform could not be constructed. DART and the Silver Line Corridor construction company, Archer Western Herzog, worked together to give the Committee a second option which was to illuminate all the columns of the station and fully light them. This would illuminate the capital "A" and the blue polycarbonate strip in each column. It was recommended that the Committee consider using the diamond cut pattern in the concrete ramps to match the pattern in Addison Circle. Graphic depictions of the design elements were presented as well as a schedule for the project.

On September 30, 2021, the Committee met with DART and voted to move forward with the new recommendations without objection.

3. Present and Discuss Results of the Compensation Market and Merit Survey Conducted by Town Staff.

City Manager Wes Pierson reviewed that the adopted budget for Fiscal Year 2022, included a 4% merit pool for employee compensation. At the Town's Budget Workshop on August 4, 2021, the City Council asked if the proposed 4% merit pool would keep the compensation for Addison employees relative to their counterparts in Addison's 13 comparison cities. Mr. Pierson responded that other cities' actions will affect the averages, however he plans to have a future discussion with the Council regarding which of the comparison cities are appropriate for Addison to compare itself to.

Mr. Pierson advised that staff has determined that for the same amount of funding approved in the FY 2022 budget, the merit pool could be increased to 4.25%.

4. Present and Discuss the Council Calendar for November and December 2021 and January 2022.

City Secretary Irma Parker advised the Council that historically in November and December the second council meeting is canceled due to the holidays and advised that is reflected in the calendars presented. She reviewed other Town events as noted on the calendars. She added that the January 2022 calendar includes a new holiday for employees, Martin Luther King Day, and the first day for city council candidates to file for a place on the May 7th election ballot which is January 12, 2022.

Mayor Chow announced that there would be a brief recess prior to the start of the 7:30 Regular Meeting.

REGULAR MEETING

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 matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to* ***three (3) minutes****, unless otherwise required by law. To address the Council, please fill out a* ***City Council Appearance Card*** *and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Parker advised that no citizens had requested to address the City Council.

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 on the Minutes from the October 12, 2021 City Council Meeting.**

6. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and Weatherproofing Services for Roofing Restoration and Replacement at the Service Center, Fire Station 2, Addison Theatre Centre, Surveyor Pump Station, and the Addison Circle Pavilion and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $802,831.49.**

7. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and CTJ Maintenance for Custodial Services and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $199,773.84.**

8. **Consider Action on a Resolution Approving the Purchase of (1) 2022 F-350 Crew Cab Truck, (1) 2022 Ford F-350 Crew Cab Dump Body Truck, and (1) 2022 Ford F-250 Crew Cab Service Body Truck from Silsbee Ford Through the Purchasing Cooperative Known as TIPS USA in an Amount Not to Exceed $157,673.50.**

9. **Consider Action on a Resolution Approving a Professional Services Agreement Between the Town of Addison and Garver, LLC. for Construction Project Management Services Related to the Addison Athletic Club Renovations and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $69,950.**

10. **Consider Action on a Resolution Approving a Second Amendment to Ground Lease Between the Town of Addison and Duke's Ice House, LLC for Commercial Aviation and Restaurant use on Property Located at 16101 Addison Road, Addison Airport, and Authorizing the City Manager to Execute the Second Amendment.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion.

Mayor Pro Tempore Quintanilla requested Item 6 be pulled for separate discussion.

MOTION: Council Member Willesen moved to approve Consent Agenda Items 5, 7, 8, 9 and 10 as submitted. Deputy Mayor Pro Tempore Walden seconded the motion. Motion carried unanimously.

******* *Consent Item 6* *******

Mayor Pro Tempore Quintanilla requested City Manager Pierson provide comments on Item 6.

City Manager Pierson advised funding for this project was approved by voters at the November 2019 Bond Election for improvements at existing municipal facilities including the restoration or

replacement of roofs. Phase One of these projects includes the restoration or replacement of the roofs at the Service Center, Fire Station 2, Addison Theatre Centre, Surveyor Pump Station, and the Addison Circle Park Pavilion. He added that staff is working diligently to have the roofing work completed in a timely manner.

MOTION: Mayor Pro Tempore Quintanilla moved to approve Consent Agenda Item 6. Council Member Willesen seconded the motion. Motion carried unanimously.

Resolution No. R21-061: Facilities Roofing Restoration & Replacement – Weatherproofing Services
Resolution No. R21-063: Custodial Services - CTJ Maintenance
Resolution No. R21-069: TIPS USA Vehicle Purchases - Silsbee Ford
Resolution No. R21-070: AAC Construction Management Services
Resolution No. R21-071: 2nd Amendment to Ground Lease–Duke's Ice House, LLC, 16101 Addison Road.

Regular Items

At this time Mayor Chow read Agenda Items 11 and 12 and requested they be discussed together.

11. Present, Discuss, and Consider Action on a Resolution Approving a Commercial Lease Between the Town of Addison and Jani-King International, Inc. for The Cavanaugh Flight Museum's Use on Property Located at 4572 Claire Chennault Drive, Addison Airport, and Authorizing the City Manager to Execute the Commercial Lease.

Bill Dyer, Airport Real Estate Manager, presented Item 11 and Item 12. He advised that both leases expire at the end of November. He advised that Jani-King International desires to renew the leases for three years at 4570 and 4572 Claire Chennault Drive to continue its operation of Cavanaugh Flight Museum as they do currently. Discussion regarding the location of the buildings followed.

Mr. Dyer added that over the next two years, two other leases are set to expire and requests for those to be renewed for Cavanaugh are anticipated as well.

MOTION: Deputy Mayor Pro Tempore Walden moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Resolution No. R21-072: Renew Ground Lease, 4572 Claire Chenault Drive – Jani-King International, Inc. for use of Cavanaugh Flight Museum

12. Present, Discuss, and Consider Action on a Resolution Approving a Commercial Lease Between the Town of Addison and Jani-King International, Inc. for The Cavanaugh Flight Museum's Use on Property Located at 4570 Claire Chennault

Drive, Addison Airport, and Authorizing the City Manager to Execute the Commercial Lease.

MOTION: Council Member Willesen moved to approve. Mayor Pro Tempore Quintanilla seconded the motion. Motion carried.

Resolution No. R21-073: Renew Ground Lease, 4570 Claire Chenault Drive – Jani-King International, Inc. for use of Cavanaugh Flight Museum

13. Present, Discuss and Consider Action to Approve an Ordinance Amending Chapter 22 (Businesses) of the Code of Ordinances by Reinstating Article VIII (Short Term Rentals), in order to Continue Regulating Short-Term Rentals.

Ken Schmidt, Director of Development Services, presented this item. He reviewed that in March 2019 the City Council adopted regulations for short-term rentals for single-family residences. The regulations required these properties be registered with the Town and that the owner and occupants agree to abide by certain requirements to minimize their impact on the adjacent neighbors.

Mr. Schmidt advised that the ordinance included a sunset provision after one year, requiring the City Council to review and adjust or extend the requirements by April 30, 2020. Council did elect to extend this program for another year in March 2020. Due to staff transition, these regulations were not brought forward for Council consideration prior to April 30, 2021. As a result, there are no specific regulatory or registration requirements that are currently applicable to short-term rentals in Addison. He advised staff is recommending this ordinance amendment to permanently reinstate the previously adopted short-term rental regulations and to eliminate the sunset provision.

Mr. Schmidt advised that since the initial adoption of the short-term rental regulations, six properties have registered with the Town and only one active registrant remains. Through a cursory review of the most common short-term rental mobile app, it appears that Addison has a limited supply of short-term rentals, with the majority of those opportunities in multifamily dwelling units.

Mr. Schmidt added that staff will monitor implementation of the regulations and will update the Council in 2022 to address any challenges or regulatory refinements. He also provided a brief update on short-term rental litigation ongoing for the cities of Grapevine and Arlington.

Mayor Chow and Deputy Mayor Pro Tempore Walden spoke in favor of the ordinance. It was noted that the only change for this proposed ordinance is to remove the sunset review.

MOTION: Deputy Mayor Pro Tempore Walden moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Ordinance No. O21-38: Amend Chapter 22 of the Code of Ordinances by Reinstating Article VIII Regarding Short Term Rentals and Eliminating the Sunset Review

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

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

- Master Developer Finalists for the Addison Silver Line TOD

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 8:08 p.m.

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.

Mayor Chow reconvened the City Council into Open Session at 9:12 p.m. No action was taken as a result of Executive Session.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma G. Parker, City Secretary

Council Meeting **4.**

Meeting Date: 12/14/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the **Minutes from the November 9, 2021 City Council Meeting.**

BACKGROUND:

The minutes from the November 9, 2021 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - November 9, 2021

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

November 9, 2021

5:45 p.m. Executive Session & Work Session
7:30 p.m. Regular Meeting

Addison TreeHouse
14681 Midway Rd., Addison, TX 75001

The Addison City Council conducted its Regular Council Meeting on Tuesday, November 9, 2021, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

Present: Mayor Joe Chow; Mayor Pro Tempore Guillermo Quintanilla; Deputy Mayor Pro Tempore Paul Walden; Council Member Tom Braun; Council Member Lori Ward; Council Member Kathryn Wheeler; Council Member Marlin Willesen.

Call Meeting to Order: Mayor Chow called the meeting to order.

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

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EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

Section 551. 071, Tex. Gov. Code, Consultation with an attorney to seek legal advice regarding pending or contemplated litigation or settlement offer regarding:

- *Town of Addison v Midbelt Center, Ltd, et al*, Cause No CC-20-01305-D

- *Town of Addison v Merrifield No. 1 Ltd, et al,* Cause No CC-20-03070-D

*** * * ITEM MOVED * * ***

Mayor Chow announced that the Executive Session item regarding the City Secretary evaluation would be discussed following discussion of the Regular Agenda Items.

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 5:50 p.m.

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.

Mayor Chow reconvened the City Council into Open Session at 7:00 p.m. No action was taken as a result of Executive Session.

WORK SESSION

1. Present and Discuss the Proposed Issuance of 2022 Tax-Exempt Refunding Bonds.

Chief Financial Officer Steven Glickman reviewed that in 2012, the Town issued $14,835,000 in Combination Tax and Revenue Certificates of Obligation (CO's) for the purposes of acquiring and installing radio and telecommunications equipment for the Town's public safety operations and for water, wastewater, street, and drainage infrastructure improvements within Vitruvian Park. The radio and telecommunications bonds were issued with a fifteen-year debt-life while the Vitruvian infrastructure bonds were issued with a twenty-five-year debt-life. The bonds may be called and refunded on February 15, 2022, on a tax-exempt basis.

Mr. Glickman advised that Hilltop Securities reviewed this matter and agreed it would be beneficial to plan on a tax-exempt refunding of these bonds in February 2022. He provided an analysis of potential savings and advised that refunding the CO's is estimated to create total interest savings of $971,500 with net present value savings of $836,359 (8.83% of the amount refunded). Interest savings of approximately $62,000 to $68,000 per year are estimated for the remaining life of the bonds. The timeline for the process was provided.

Mayor Chow and several Council Members spoke in favor of the refunding.

2. Present and Discuss Proposed Updates to the Code of Ordinances, Chapter 58, Parks and Recreation.

Janna Tidwell, Director of Parks and Recreation presented this item. She reviewed that in June 2021 a presentation was made to Council recommending changes to the Park Use Permit. She provided an overview of the proposed changes. She added that ordinance amendments are

proposed to support the proposed changes for Park Use Permits to allow for better interpretation of the ordinance and eliminate non-applicable elements.

Ms. Tidwell advised that new definitions, updated rules and updated fees are proposed for the Code of Ordinances as follows:

Sec. 58-43. Group Gatherings.

(a) Group gatherings or Neighborhood Gatherings of more than 20 but less than 100 people on Park Property must obtain a Park Use Permit. All applications for a Park Use Permit must be submitted to the Director for review and either approval or denial. Group gatherings or Neighborhood Gatherings of more than 100 people will require a Special Events Permit.

(b) Requirements:
   i. Applicant must be a current Addison resident, or a business located in Addison, except for request to use a Destination Park;
   ii. Events are only allowed between the hours of 8:00 a.m. and 8:00 p.m.; and,
   iii. Applicable to Parks classified as Urban Parks, Neighborhood Parks, or Les Lac Pavilion in the Adopted Plan. Only Neighborhood Gatherings that do not require parking are allowed in Neighborhood Parks except for Les Lac Pavilion.

(c) Fees:
   i. Addison Residents - $150.00 refundable deposit
   ii. Addison Businesses - $150.00 refundable deposit plus $75 for the first 3 hours of use. Each additional hour will be $25 per hour.
   iii. Non-Addison Resident or Business (Destination Park Only) - $150 refundable deposit plus hourly rate that correlates with Special Event Rental Rates for Destination Parks
   iv. An inspection fee of $25.00 will be required for any equipment that must be staked in the ground.

(d) Rules:
   i. Applicant is responsible for:
      1. Printing and displaying the permit;
      2. Damage;
      3. Clean-up and off-site disposal of garbage; and
      4. Ensuring compliance with any and all provisions of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
   ii. A Park Use Permit is for a specific area of the Park Property. The Park Property shall remain open for public use.
   iii. Application must identify all portable items, including but not limited to, music, games, and food trucks. Separate approval is required for the set-up of any such portable item.

(e) Enforcement: The Director of Parks and Recreation and/or their designee and/or the Town's Police Department, shall have the authority to enforce the provisions of this chapter.

(f) Offenses:
   i. A person commits an offense if the person commences or conducts a group gathering or Neighborhood Gathering of more than 20 but less than 100 people:
      1. Without a Park Use Permit; or,
      2. In violation of any provision of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
      3. A culpable mental state is not required for the commission of an offense under this section.

(g) Penalty:
   i. An offense is punishable by:
      1. a fine not to exceed $500.00;

2. loss of deposit; and/or,
3. actual costs of damages including remediation costs.

Section 58-1 Definitions will also be amended as follows:

Dependent – Is an individual linked to a primary membership account at the Addison Athletic Club. The primary member is the legal guardian of the dependent.

League Play- Means an organized group of people that regularly practice and/or play an organized sport.

Organized Sport – Means any game, competition or practice which is played by three or more persons and is carried out under an agreed set of rules.

Section 58-3 Vending and peddling prohibited will be modified to read:

No person on Park Property shall expose or offer for sale any article, service or thing, nor shall they station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. No fitness instructor or fitness training is allowed on Park Properties unless the fitness instructor or fitness group has applied for and been approved by the Department of Parks and Recreation as an outdoor vendor. Concessionaires acting by and under the express written authority and regulation of the Director are excepted.

In response to Council Member Willesen's question regarding the procedure for on duty Parks and Recreation staff to communicate the rules to violators Ms. Tidwell stated residents reporting violations may contact the Police Department's non-emergency number. Mayor Chow inquired regarding the fees being stated in the ordinance. Ms. Tidwell responded that soon the Special Events ordinance will be updated, and the fees will be included there as well. Discussion followed as to how individuals may confirm availability of park areas with information included on the Town's website.

Mayor Chow announced that there would be a brief recess prior to the start of the 7:30 Regular Meeting.

REGULAR MEETING

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 matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to* ***three (3) minutes****, unless otherwise required by law. To address the Council, please fill out a* ***City Council Appearance Card*** *and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Parker advised that no citizens had requested to address the City Council.

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.

3. **Consider Action on a Resolution Approving a License Agreement Between the Town of Addison and Oncor Electric Delivery Company LLC. (Oncor) Providing for the Town's Access and Use of Certain Property Owned by Oncor for the Extension of the Redding Trail to Midway Road and Authorizing the City Manager to Execute the Agreement.**

4. **Consider Action on an Ordinance Amending Chapter 82, Article II (Water) by Providing for Updated Cross Connection Control Regulations, Enforcement Provisions, and Penalties.**

5. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and Stripe-A-Zone Inc. for the Fiscal Year 2021-2022 Annual Pavement Marking Project and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $90,000.**

6. **Consider Action on a Resolution Approving a Contract Agreement Between the Town of Addison and Dake Construction for the Chloramine Booster Station Improvements Project at the Surveyor Pump Station and Authorizing the City Manager to Execute a Contract in an Amount Not to Exceed $1,078,000.**

7. **Consider Action on a Resolution Approving a Project Specific Agreement Pursuant to the Master Agreement Governing the Major Capital Improvement Program (MCIP) Adopted Between the Town of Addison and Dallas County for Transportation Improvements; Providing for the Approval of MCIP Project 20303 Including Capital Improvements to Keller Springs Road from East of Addison Road to West of the Dallas North Tollway Service Road and Authorizing the City Manager to Execute the Agreement for the Receipt of Funding in an Amount Not to Exceed $4,000,000.**

8. **Consider Action on a Resolution Approving an Agreement for Funding Between the Town of Addison and the Metrocrest Chamber of Commerce and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $35,000.**

9. **Consider Action on a Resolution Approving an Agreement for Funding Between the Town of Addison and the World Affairs Council of Dallas/Fort Worth and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $60,000.**

10. **Consider Action on a Resolution Accepting a Routine Airport Maintenance Program (RAMP) Grant in the Amount of $50,000 from the Texas Department of Transportation - Aviation Division to the Addison Airport and Authorizing the City Manager to Execute the Necessary Contracts and Agreement.**

11. **Consider Action on a Resolution Authorizing Acceptance of an American Rescue Plan Act Grant in the Amount of $148,000 from the Federal Aviation Administration through the Texas Department of Transportation - Aviation Division and Authorizing the City Manager to Execute the Documents Necessary to Accept the Grant.**

12. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and Texas Air Systems for the Purchase of Heating, Ventilation, and Air Conditioning Equipment for Various Town Facilities and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $511,056.00.**

13. **Consider Action on a Resolution Approving an Agreement Between the Town of Addison and TDIndustries for the Installation of Heating, Ventilation and Air Conditioning Equipment at Various Town Facilities and Authorizing the City Manager to Execute the Agreement in an Amount Not to Exceed $656,660.51.**

14. **Consider Action on the Purchase of (1) 2022 Ford Interceptor, (1) 2022 F-150 Crew Cab Hybrid, (3) 2022 F-150 Supercabs, (1) F-550 Pipe Hunter under the Cooperative Purchasing Agreements with The Interlocal Purchasing System (TIPS USA), BuyBoard, and Tarrant County Cooperative in an Amount Not to Exceed $336,819.25.**

15. **Consider Action on a Resolution Consider Action on the Purchase of (12) Pieces of Strength Weight Equipment through the BuyBoard Purchasing Cooperative in an Amount Not to Exceed $60,299.25.**

16. **Consider Action on a Resolution Approving an Interlocal Agreement by and Among the Town of Addison, the Cities of Carrollton, Coppell, and Farmers Branch and the Dallas County Criminal District Attorney Office on Behalf of Dallas County for a Mental Health and Justice System Assessment and Authorizing the City Manager to Execute the Agreement.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion.

Council Member Willesen requested Item 15 be pulled. Deputy Mayor Pro Tempore Walden requested Item 5 be pulled.

MOTION: Council Member Braun moved to approve Consent Agenda Items 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 16 as submitted. Council Member Ward seconded the motion. Motion carried unanimously.

********** Consent Item 5 **********

Deputy Mayor Pro Tempore Walden requested a separate presentation on Item 5. Todd Weinheimer, Deputy Director of Public Works and Engineering advised that major roadway

striping in Addison is inspected by staff every three to six years and replaced as needed. It was noted that residential streets are re-striped by staff.

MOTION: Deputy Mayor Pro Tempore Walden moved to approve Consent Agenda Item 5. Council Member Willesen seconded the motion. Motion carried unanimously.

********** Consent Item 15 **********

Council Member Willesen requested clarification on the differences of the proposed equipment and current equipment. He advised that in his opinion the current equipment is still in good condition. Janna Tidwell responded that the equipment is identical except for an additional squat machine. Director of General Services Rob Bourestom, who is managing the purchase of the new fitness equipment, explained that the current equipment has met its 7-year lifecycle and staff's recommendation is to replace it. City Manager Pierson advised that the equipment replacement could be delayed if Council so chooses however staff is adhering to a pre-determined schedule for the replacement.

Deputy Mayor Pro Tempore Walden and Council Member Ward spoke in favor of this item following the pre-determined schedule of equipment replacement.

MOTION: Council Member Willesen moved to decline this item. Motion failed for lack of a second.

MOTION: Council Member Ward moved to approve Item 15 as submitted. Council Member Wheeler seconded the motion. Motion carried with a vote of 6-1, with Council Member Willesen voting against the motion.

Resolution No. R21-074: License Agreement for Property Use & Access for Extension of Redding Trail-Oncor Electric Delivery Co., LLC
Ordinance No. O21-39: Update Code of Ordinances, Chapter 82, Article II -Cross Connection Control
Resolution No. R21-075: 2021-2022 Pavement Marking Project-Stripe-A-Zone, Inc
Resolution No. R21-076: Chloramine Booster Station Improvements, Surveyor Pump Station – Dake Construction
Resolution No. R21-077: MCIP Project 20303, Keller Springs Road-Dallas County
Resolution No. R21-078: FY2022 Grant Funding-Metrocrest Chamber of Commerce
Resolution No. R21-079: FY2022 Grant Funding-World Affairs Council
Resolution No. R21-080: Routine Airport Maintenance Program Grant (RAMP)-TxDOT
Resolution No. R21-081: American Rescue Plan Act Grant-Federal Aviation Adm/TxDOT
Resolution No. R21-082: Purchase HVAC Equipment various facilities-Texas Air System
Resolution No. R21-083: Installation HVAC Equipment various facilities-TDIndustries
Resolution No. R21-084: Mental Health and Justice System Assessment-Dallas County DA, Cities Carrollton, Coppell, Farmers Branch

Regular Items

17. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance on Property Located at 4141 Spring Valley Road, Currently Zoned R-1 Single Family Dwelling and Planned Development (PD) Through Ordinance 084-092, for a Special Use Permit to Allow a New Private School Building. Case 1836-SUP/4141 Spring Valley Road (Greenhill School Science Building).

Council Member Willesen advised that he lives within 200 feet of the project and recused himself from the discussion and the vote due to a conflict of interest. Said Conflict of Interest Statement is attached hereto.

Ken Schmidt, Director of Development Services presented this item. He reviewed the location for the Greenhill School proposed Math, Science, and Innovation Building. He provided a brief history of the project and noted that eight specific use ordinances have been approved since 1985 to accommodate growth and improvements. A proposed site plan was reviewed.

Mr. Schmidt advised the applicant is proposing to build a two-story 59,200 square foot building above a basement level at the northwest quadrant of the campus, north of Levy Middle School and west of Crossman Hall Cafeteria. On the first and second levels of the building, faculty offices, classrooms and labs for math, science, and other innovation/technology related subjects, including computer science and robotics, are proposed. A courtyard is proposed at the center of the building that will be accessible from the first level and open to the second level. The basement level of the building is proposed to serve as the community storm shelter that is required for schools by the 2018 International Building Code (IBC), which has been adopted by the Town of Addison. Further refinement to the basement level may be necessary during the building permit review to ensure compliance with the IBC.

Mr. Schmidt advised that the school is required to have a total of 744 parking spaces. The proposed plan exceeds that amount with 762 spaces. A depiction of the exterior façade was provided. Mr. Schmidt provided a review of the ordinance requirements for landscaping. He explained that with 364.8 caliper inches of tree removal and 284 inches of new plantings proposed (and the transplant of a 26-inch pecan tree), additional mitigation is required to satisfy tree replacement needs that could not be achieved in the immediate vicinity of the new building. At the October 19, 2021, Planning and Zoning Commission meeting, the Commission considered various options for addressing this, and ultimately advised the applicant to contribute to the Town's Tree Replacement Fund at a rate of $175 per caliper inch, for a total contribution of $14,175. These funds will be used by the Town to support new tree planting in public spaces such as roadway streetscapes, parks, and trail corridors. The Planning and Zoning Commission recommended approval with this condition.

Mr. Schmidt advised that 84 public notices were provided to property owners within 200 feet of the property. One response in favor of the project was received.

City Manager Pierson requested that Attorney Whitt Wyatt advise the Council regarding Council Member Willesen's recusal. Mr. Wyatt responded that there is no legal requirement for Council Members living within 200 feet of the project to recuse themselves. He advised that Council

Member Willesen did so as he believes this project will be beneficial to him. Council Member Braun stated that he too lives within 200 feet of the project but does not believe it to benefit him and his property.

Mayor Chow opened the public hearing.

Mr. Lee J. Hark, Head of Greenhill School, spoke positively regarding Greenhill School and the Town of Addison. In response to a Council Member's question, he advised that the project should begin in January 2022 and be completed in 18 months.

Mayor Chow, Council Member Wheeler and Council Member Ward spoke favorably regarding the project.

Council Member Braun spoke regarding the emergency generator running early in the morning, stating that it may be disruptive to the residential neighborhood at that time of day. Mr. Schmidt responded that there is a noise ordinance that may apply.

Mayor Chow closed the public hearing.

MOTION: Council Member Wheeler moved to approve. Deputy Mayor Pro Tempore Walden seconded the motion. Motion carried unanimously by vote of 6-0. Council Member Willesen was recused.

Ordinance No. O21-40: Case 1836-SUP/4141 Spring Valley Road, Greenhill School Science Building

18. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance on Property Located at 5100 Belt Line Road, Suite 868, Currently Zoned Planned Development (PD), Through Ordinance O12-002 and Ordinance O20-08, for a Special Use Permit to Allow for the Expansion of an Existing Restaurant with the Sale of Alcoholic Beverages for On Premises Consumption Only. Case 1837-SUP/5100 Belt Line Road (The Low Key Poke Joint).

Ken Schmidt, Director of Development Services presented this item. He advised this request is for expansion of an existing restaurant located at 5100 Belt Line Road, Suite 868. The existing restaurant, The Lowkey Poke Joint, currently occupies an 1,870 square foot tenant space with a 200 square foot patio that is centrally located within the site and immediately adjacent to Gloria's Latin Cuisine, Suite 864. The restaurant desires to expand its service capacity, necessitating this request to expand the restaurant to the vacant, adjoining tenant space. Additionally, the restaurant proposes to sell alcoholic beverages for on-premises consumption. The proposed expansion requires a Special Use Permit (SUP) for a restaurant use and the sale of alcoholic beverages for on-premises consumption. This SUP is proposed to govern the existing restaurant use, as well as the desired expansion.

Mr. Schmidt reviewed that the proposed floor plan shows the current restaurant footprint, inclusive of 1,870 square feet of interior floor area with a 200 square foot outdoor patio, and the proposed

expansion to the adjacent tenant space to the east for a total of 3,780 square feet of interior floor area and the existing 200 square foot outdoor patio. Mr. Schmidt explained that a 13-foot opening will be provided as a unifying connection between these spaces. Due to the grade change between the existing restaurant and the proposed expansion, a six-foot ramp was proposed. Because the narrow width of the new tenant space will not accommodate the space needed for this ramp to comply with Texas Accessibility Standards (TAS), staff recommends that this ramp be converted back to stairs. Both spaces will have TAS compliant interior access to restrooms and dining areas, allowing for the shared access between the two spaces to be TAS compliant.

Mr. Schmidt advised the property is zoned PD, which requires a parking ratio of 1 space per 225 square feet for all uses (except movie theater). The zoning requires 2,052 parking spaces and 2,262 are provided throughout the site. It is proposed to replace the awning on the exterior façade with an awning that matches over the existing storefront. Additionally, the raised patio space will be treated with stone veneer over the exposed concrete and the existing railing will be replaced with steel railing painted gray.

Mr. Schmidt advised the applicant is proposing the installation of three planter boxes on the outdoor patio railing to enhance the appearance of the patio dining area. With an existing mature tree and landscape median immediately adjacent to the expanded storefront, proposed landscape enhancements to the patio area will sufficiently address landscape improvement needs for this site.

Mr. Schmidt advised eight public notices were sent to adjacent property owners and no responses were received. He advised that at the October 19, 2021, Planning and Zoning Commission meeting the Commission recommended approval subject to the conditions that the applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage, and that the SUP Ordinance (O17-015) for the existing restaurant is repealed concurrent to the adoption of this SUP Ordinance. Mr. Schmidt added that staff is also recommending modification of the floor plan to reflect stairs in lieu of a ramp at the common access point between the existing space and the expansion space.

Mayor Chow inquired whether the number of utility meters on site will change. General Contractor Hai Nguyen responded that both sides of the building will be combined so that there will be one meter each for electric, water and gas.

Council Members Ward and Deputy Mayor Pro Tempore Walden spoke in favor of this item.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

MOTION: Deputy Mayor Pro Tempore Walden moved to approve. Mayor Pro Tempore Quintanilla seconded the motion. Motion carried unanimously.

Ordinance No. O21-41: Case 1837-SUP/5100 Belt Line Road, Suite 868, The Lowkey Poke Joint

19. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance on Property Located at 3719 Belt Line Road, Currently Zoned Planned Development (PD) Through Ordinance O92-037, for a Special Use Permit to Allow a Restaurant. Case 1840-SUP/3719 Belt Line Road (Pokeworks).

Ken Schmidt, Director of Development Services presented this item. He reviewed the location for this project and provided brief history. He advised the applicant is requesting approval of an SUP for a restaurant. The floor plan shows 1,317 square feet, inclusive of a 78 square-foot outdoor patio area. The interior space is proposed to be modified with the addition of a dining area with tables and chairs, and the remainder of the space being used primarily for the service counter, prep area, and cooler storage. Outdoor dining space with seating for four patrons is proposed between the storefront and sidewalk.

Mr. Schmidt advised this space is required to have 13 parking spaces. Based on the current occupancy and tenant mix of this center, parking requirements are satisfied for this project. Except for exterior signage, the applicant will not be making any changes to the existing façade.

Mr. Schmidt advised that staff has reviewed the landscape ordinance requirements and proposes that in cases such as this, where the SUP area is less than 25% of the total shopping center, the applicant should not be required to bring the entire site into compliance. Based on the size of the proposed restaurant area, as compared to the entire shopping center, staff believes that this landscape requirement is not applicable to this request.

Mr. Schmidt advised that on October 19, 2021, the Planning and Zoning Commission voted to recommend approval. Eleven public notices were provided to property owners within 200 feet and no responses were received.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

Adrianna Salgado, owner representative, was available was questions via videoconferencing.

MOTION: Mayor Pro Tempore Quintanilla moved to approve. Council Member Braun seconded the motion. Motion carried unanimously.

Ordinance No. O21-42: Case 1840-SUP/3719 Belt Line Road, Pokeworks

20. Present, Discuss, and Consider Action on a Resolution Casting a Vote for the Fourth Member of the Dallas Central Appraisal District.

City Secretary Irma Parker presented this item. She reviewed that at the September 14, 2021, Council Meeting the City Council approved Resolution No. R21-048 nominating Mr. Michael Hurtt as the Town's selection for re-appointment as the Suburban Cities Representative to the Dallas Central Appraisal District (DCAD). Mr. Hurtt currently serves in that position and has expressed interest in serving another term.

On October 28, 2021, Mr. W. Kenneth Nolan, Executive Director/Chief Appraiser, advised that the nomination process for persons to serve on the DCAD Board of Directors had been completed. Others nominated include Ms. Shaunte L. Allen, Ms. Dianne Cartwright, Mr. Brett Franks, and Mr. Steven Nichols. By state law, the Town is now required to vote by official ballot resolution no later than December 17, 2021, for Place 4 on the Board. Ms. Parker advised that the votes required for Place 4 and Place 5 require a majority of 30 eligible votes.

MOTION: Mayor Chow moved to cast Addison's vote for Mr. Michael Hurtt. Council Member Willesen seconded the motion. Motion carried unanimously.

Resolution No. R21-085: Cast Vote for Michael Hurtt-DCAD Place 4

21. Present and Discuss the Finance Department Quarterly Financial Report of the Town of Addison for the Fiscal Year 2021 Fourth Quarter Ended September 30, 2021.

Chief Financial Officer Steven Glickman presented this item. He advised the Town of Addison's financial policies require the publication of a financial report 60 days after the end of each fiscal quarter. This report covers the financial performance through the fourth quarter for Fiscal Year 2021 (July 1, 2021 - September 30, 2021).

Mr. Glickman provided a high-level look at some of the key financial indicators including Revenue Sources, Expenditures, Personnel Information, Economic Indicators, and Sales Tax Collections. The report included information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds.

Key highlights for the fourth quarter included:

- General Fund revenue totaled $41.3 million, which is 103.3 percent of the fiscal year budget.
- General Fund expenditures totaled $38.5 million, which is 95.8 percent of the fiscal year budget.
- Sales tax collections totaled $14.9 million, which is 110.0 percent of the fiscal year budget.
- The Hotel Fund had revenue of $4.3 million and expenditures of $5.0 million.
- Performing Arts expenditures are at 114.3 percent due to the full payment of the Water Tower Theatre grant.
- Special Events revenues totaled 81.0 percent, and expenses totaled 83.2 percent of the fiscal year budget.
- Airport Fund operating revenue totaled $5.9 million or 107.8 percent, and operating expenditures totaled $4.6 million or 85.9 percent of the fiscal year budget.
- Utility Fund operating revenue totaled $13.4 million or 96.0 percent of the fiscal year budget, and expenditures totaled $13.1 million or 92.3 percent of the fiscal year budget. Revenue was primarily below budget due to lower than anticipated sewer volume which was more than offset on the expenditure side with lower than anticipated wholesale purchases of water and sewer services.
- Stormwater Fund revenue and expenditures are in line with historical averages.

4th Quarter Investment Report Summary

	Book Value	Market Value	Interest Revenue	Weighted Average Yield-to-Maturity
9/30/2021	123,010,270	122,796,526	126,466	0.51%
6/30/2021	112,200,456	122,057,166	110,076	0.49%
Change	10,809,814	10,739,360	16,390	0.02%
% Change	9.63%	9.58%	14.89%	3.70%

EXECUTIVE SESSION

*****Continued*****

Closed (Executive) Session of the Addison City Council pursuant to:

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:

- City Secretary's Annual Evaluation

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 8:50 p.m.

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.

Mayor Chow reconvened the City Council into Open Session at 9:49 p.m. No action was taken as a result of Executive Session.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

_____

Joe Chow, Mayor

ATTEST:

_____

Irma G. Parker, City Secretary

Council Meeting **5.**

Meeting Date: 12/14/2021

Department: Development Services

AGENDA CAPTION:

Consider Action on an **Ordinance Approving the Abandonment of a Drainage Easement within the Vitruvian West Development.**

BACKGROUND:

With the completion of Vitruvian West Phase II and the ongoing construction of Vitruvian West Phase III, the Vitruvian Park development team is working with Town staff to complete remaining development entitlement and construction tasks. As part of this process, a plat application has been prepared for Town consideration that would replat the Vitruvian West block in order to establish individual lots for Phase II and III of this project. Concurrent to this platting consideration, the Vitruvian Park development team and Town staff have identified the need to abandon an existing drainage easement that was established in 1979, prior to this site redeveloping. With the Vitruvian West development, drainage infrastructure at this site has changed, eliminating the need for this easement.

Due to this easement being established by separate instrument and not by plat, the process of abandoning it requires City Council consideration and action on an easement abandonment ordinance.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance-Vitruvian West Drainage Easement Abandonment

Map - Easement Abandonment

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, APPROVING A RELEASE AND QUITCLAIM OF DRAINAGE EASEMENT ABANDONING THE PUBLIC DRAINAGE EASEMENT GRANTED TO THE TOWN OF ADDISON IN THAT CERTAIN EASEMENT DEDICATION RECORDED IN VOLUME 80007, PAGE 149, DEED RECORDS, DALLAS COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO EXECUTE AND RECORD THE SAME IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the Town of Addison, Texas, acting pursuant to law and upon the request of VPDEV 1, LLC, the owner of the underlying fee title, hereinafter referred to as Grantee, deems it advisable to abandon and quitclaim the hereinafter described drainage easement to Grantee, and is of the opinion and finds that said easement not needed for public use and should be abandoned and quitclaimed to Grantee.

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

SECTION 1. The Town of Addison, Texas ("Town") hereby approves the Release and Quitclaim of the Drainage Easement attached hereto incorporated herein as **Exhibit "A"** (the "Release"), it being the intent of the Town to abandon and quitclaim all right, title, and interest of the Town in and to that certain drainage easement recorded in Volume 0080007, Page 00149, Deed Records, Dallas County, Texas, as more particularly described in **Exhibit "A"**. The City Manager is authorized to execute the Release and shall record the same in the official public records of Dallas County, Texas.

SECTION 2. This Ordinance shall become effective from and after its passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021*.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

After Recording, Return to:
Town of Addison
Attn: City Secretary
5300 Belt Line Rd.
Addison, TX 75254

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE AND QUITCLAIM
OF DRAINAGE EASEMENT

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DALLAS §

The TOWN OF ADDISON, TEXAS**,** ("City") on behalf of the public, hereby releases, abandons, and quitclaims all of City's right, title, and interest in the drainage easement granted to City pursuant to the following instrument:

> that certain easement entitled 'Easement Dedications' by George B. Soliman, as grantor, to the City [Town] of Addison, Texas, as grantee, dated December 18, 1979, recorded in Volume 0080007, Page 00149, Deed Records, Dallas County, Texas;

along with any improvements located thereon or therein, in favor of the current record owner of the underlying fee simple interest in the real property described below ("Grantee"), but only to the extent said drainage easement affects the real property described in Exhibit "A" attached hereto and incorporated herein by reference.

Signed this _____ day of December 2021.

TOWN OF ADDISON, TEXAS

By:_____
Wesley S. Pierson, City Manager

[Acknowledgement page follows]

EXHIBIT A

State of Texas §
§
County of Dallas §

This instrument was acknowledged before me, the undersigned authority, this _____ day of December 2021, by Wesley S. Pierson, City Manager, Town of Addison, a Texas home rule municipality, for and on behalf of said municipality.

_____
Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

EXHIBIT A

Property Description

Being an easement for drainage and paving improvements out of a 9.472 acre tract of land conveyed July 13, 1978, to GEORGE B. SOLIMAN, as recorded in Volume 78135, Page 817, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a point in the Northwesterly line of Brookhaven Club Drive (a 100' R.O.W.), said point being N 41°12'11" E, 60' along said Right of Way from the most Southerly corner of said 9.472 acre tract;

THENCE, N 48°47'49" W, 30 feet;

THENCE, N 41°12'11" E, 25 feet;

THENCE, S 48°47'49" E, 30 feet to a point in the Northwesterly line of Brookhaven Club Drive;

THENCE, S 41°12'11" W, 25 feet to the POINT OF BEGINNING

EXHIBIT "A" TO RELEASE AND QUITCLAIM OF DRAINAGE EASEMENT

LOCATION MAP

VITRUVIAN WEST DRAINAGE EASEMENT ABANDONMENT



Council Meeting **6.**

Meeting Date: 12/14/2021

Department: Information Technology

Pillars: Gold Standard in Customer Service

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Agreement for Professional Services Between the Town of Addison and Dunaway Associates, LLC. for Contract GIS Staffing and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $87,000.

BACKGROUND:

The Town of Addison (Town) is seeking contract Geographic Information System (GIS) services to assist with building the Town's GIS database. The services will be for basic GIS needs, including, but no limited to: updating and maintaining the Town's geodatabase, performing quality control of the Town's GIS data layers, gathering, analyzing, and integrating spatial/geographic data, updating database with easements and as-built drawings, updating and maintaining the Town's Digital Plan Room, scanning plans, updating the parcel data layer, assisting staff and contractors with interpretation of GIS data, providing basic CAD/GIS support, utilizing GPS units when needed, and preparing various maps.

For contract GIS staffing services, the Town selected Dunaway Associates (Dunaway) based on their submittal in response to the Town's Request for Qualifications (RFQ) for Professional Services (RFQ 17-180). This RFQ identified various professional services providers that were placed on an approved list from which Staff can select when professional services are needed. Dunaway Associates has already completed two (2) separate projects for the Town successfully, on time and on budget. If approved, these staffing services will start as soon as practical and end September 30, 2022. These services are budgeted in the Storm Water and Utilities Projects Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Contract GIS Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN OF ADDISON AND DUNAWAY ASSOCIATES, LLC FOR CONTRACT GIS STAFFING IN AN AMOUNT NOT TO EXCEED $87,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Dunaway Associates, LLC to provide contract GIS staffing services for the Town.

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

SECTION 1. The professional services agreement between the Town of Addison and Dunaway, LLC, for contract GIS staffing services in an amount not to exceed $87,000, 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
Contract GIS Staffing Services

This Professional Services Agreement ("Agreement") is made by and between the Town of Addison, Texas ("City"), and Dunaway Associates, LLC ("Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Contract GIS Staffing Services ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in Exhibit "A", which shall not exceed Eighty-Seven Thousand and No/100 ($87,000.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished underthis Agreement.

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

Section 6. Time for Performance

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

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

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

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

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

Section 8. Termination

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

B. Should City require a modification of this Agreement with Professional, and inthe event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of any such disability, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the disability. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance (unless otherwise agreed in writing by the Parties):

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions

relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than $1,000,000.00; and

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

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

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

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

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

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

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

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT.

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

Section 13. Assignment

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

Section 14. Applicable Laws

Professional shall comply with all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be

performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

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

Section 22. Notice.

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

If to City:	Wesley S. Pierson, City Manager City of Town of Addison 5300 Belt Line Road Town of Addison, Texas 75254
With copy to:	Whitt Wyatt, City Attorney 3710 Rawlins St., Ste 1000 Dallas, Texas 75219
If to Professional:	Matt Patyk, Senior Discipline Lead, Associate Dunaway Associates, LLC 550 Bailey, Suite 400 Fort Worth, Texas 76107

Section 23. Exhibits.

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

Section 24. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Counterparts.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together

constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

Section 31. No Boycott Israel.

Pursuant to Texas Government Code Chapter 2270, Professional's execution of this Agreement shall serve as verification that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, Professional's execution of this Agreement shall further serve as verification that Professional does not current discriminate against firearm and ammunition industries and will not for the term of this Agreement. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or

ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

FOR CITY:

Town of Addison, Texas

By:_____
Wesley S. Pierson, City Manager

Date: _____

ATTEST:

By:_____
Irma Parker, City Secretary

FOR PROFESSIONAL

Dunaway Associates, LLC

By:_____

Name: Matt Patyk

Title: Senior Discipline Lead, Associate

Date: 11-15-21

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

Exhibit "A"
Scope of Services

Agreement by and between the Town of Addison (Town)
and Dunaway Associates, LLC
to Perform Professional GIS Services (GIS Contract Staff Position)

Project Understanding

The Town of Addison (Town) is exploring a contract GIS staffing position to assist with building the Town's GIS database. Staffing the position will start no later than December 15, 2022 and end September 30, 2022. The position will be for basic GIS needs, including, but no limited to: updating and maintaining the Town's geodatabase, performing quality control of the Town's GIS data layers, gathering, analyzing, and integrating spatial/geographic data, updating database with easements and as-built drawings, updates and maintains the Town's Digital Plan Room, scans plans, updates to parcel data layer, assists staff and contractors with interpretation of GIS data, basic CAD/GIS support, utilizing GPS units when needed, and preparing various maps.

The scope proposed will provide the Town with a GIS contract position three days for the first week, and four (4) days a week for the remaining contract, for a total of 145 days, at $75 an hour ($600 per 8 hour day). Specific details relating to the position responsibilities are below.

- Participates in updating and maintaining the Town's geodatabase
- Edits and performs quality control of GIS data layers
- Performs geographic research; gathers, analyzes, and integrates spatial/geographic data
- Research easements, as-built drawings, and associated information for GIS updates
- Participates in updating and maintaining the Town's As-Built Retrieval System (Digital Plan Room)
- Scans public and private infrastructure plans
- Update new addresses to parcels of land as required
- Assists Towns departments, consultants, and contractors in the interpretation of GIS data, aerial photographs, maps, and/or other types of public information
- Provides GIS/CAD technical support to system users
- Utilizes Global Positioning System (GPS) units to gather geographic data
- Processes and updates GPS data in the Town's geodatabase as required
- Prepares various types of maps and/or graphics
- Performs other related duties as assigned or required

Dunaway will provide the Town with a GIS contract employee as a contract position. The contract position will work in the Town office Monday through Thursday, except for holidays that fall on those days, and will be directed by Town employees for day-to-day GIS related tasks. The contract employee will be hired by Dunaway and follow Dunaway policies. Specific details about the position, work hours, and policies are below.

- The Employee will go through a 1 week onboarding and training with Dunaway at the Dunaway Fort Worth Office.
- Employee will report to the Town office Monday through Thursday. The Town office is located at 16801 Westgrove Drive, Addison, Tx.
- Town work hours are 8am through 5pm.
- Town will supply the employee a workstation with computer and software.
- Employee will be given up to 15 days of paid time off (PTO), per Dunaway PTO policy. 15 days have already been accounted for in the number of contracted days.
- Employee will be given 2 days of Floating Holiday time off to be used for the Christmas Day and New Year's Day holidays that fall on weekends, per Dunaway policy. Those 2 days have been accounted for in the number of contracted days.
- PTO and Floating Holiday time off will be approved by both Town of Addison and Dunaway at least 5 business days ahead of scheduled time off. PTO used for sick days will not be scheduled in advanced.
- Fixed Holidays will follow the Dunaway holiday schedule and are detailed below.
- Fixed Holiday Schedule:
    - Memorial Day, May 30, 2022
    - Independence Day, July 4, 2022
    - Labor Day, September 5, 2022
- The Town is closed on December 23 and 24, 2021 for Christmas. The employee will not report to work for the Town on those days.
- The Town is closed on Monday January 17, 2022 for Martin Luther King Day. The employee will not report to work for the Town on that day.
- Dunaway holds company meetings once a quarter. The total days worked accounts for those 4 meetings as days the contractor will not be at the Town office. Dunaway will give written notice of those meeting dates at least 2 weeks prior to the meeting.
- As a Dunaway position, the employee will have access to Microsoft Teams and be able to use Microsoft Teams to contact other Dunaway employees for technical questions.
- If the Town does not approve of the supplied contractor, the Town will give Dunaway a written request of contractor change. Dunaway will supply a new contractor within 60 days of written request.

If the Town hires the contract employee within 6 months of initial start date of Dunaway employee, the Town agrees to pay Dunaway 10% of the Lump Sum Contract as a hiring fee.

Minimum Qualifications of GIS Contract Staff Position:

- Bachelors Degree in GIS, Geography, Urban Planning, or similar field
- 2 years of continued GIS experience

- Intermediate GIS software knowledge and experience with Esri platform, including ArcGIS Pro, ArcGIS Online, Story Maps, Collector, Spatial Analyst, 3D Analyst.
- Experience with CAD to GIS data integration/conversion/migration
- Ability to think critically, analyze workflows, document user requirements, write system specifications, and maintain an enhance current application.
- Knowledge of data development, editing, and quality control procedures.

Strong cartographic skills and proven ability to create high-quality project GIS maps and exhibits

FEE SCHEDULE

Agreement by and between the Town of Addison (Town)
and Dunaway Associates, LLC
to Perform Professional GIS Services (GIS Contract Staff Position)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

TASK TO BE COMPLETED	DOLLAR AMOUNT
GIS Contract Staff Position	$87,000
TOTAL CONSULTANT'S FEE	***$87,000.00***

Council Meeting **7.**

Meeting Date: 12/14/2021

Department: Economic Development

Pillars: Innovative in Entrepreneurship & Business

Milestones: Economic development focus on attracting and retaining entrepreneurship, high-tech conferences, and Transit Oriented Development

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AGENDA CAPTION:

Consider Action on a **Resolution Approving an Economic Development Program Grant Agreement with Mexico Foods LLC (d/b/a El Rancho, Inc.) and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $50,000.

BACKGROUND:

On September 28, 2021, the City Council directed the City Manager to negotiate an incentive grant agreement with Mexico Foods LLC, d/b/a El Rancho, Inc. for an amount of $50,000 for the company's headquarter relocation to Addison.

As part of the agreement, El Rancho will lease a space of approximately 21,910 square feet at 16775 Addison Road better known as the Atrium at Bent Tree Office Building. The company will make an estimated $1.2 million investment in tenant improvements and other office space expenditures. The company will employ at least 100 full time positions with an average annual wage of at least $78,000.

The grant provided by the Town is performance based and will be paid in three installments pending milestones related to space occupancy, capital investment, number of jobs created, and average wages that must be met by the company as highlighted in the attached agreement. On September 28, 2021, Council provided direction on an incentive amount but did not authorize the City Manager to execute the agreement. Authorization is now being requested in the attached resolution to have the City Manager execute the agreement. The funds for the grant have been encumbered in the Economic Development Fund, and the attached agreement has been reviewed and approved by the City Attorney.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - El Rancho Economic Development Incentive Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT WITH MEXICO FOODS LLC, D/B/A EL RANCHO, INC. TO PROMOTE ECONOMIC DEVELOPMENT WITHIN THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison ("City") is authorized and empowered pursuant to Section 380.001 of the Texas Local Government Code to establish and provide for the administration of one or more programs to promote local economic development; and

WHEREAS, the City Council has established a program under Section 380.001 of the Texas Local Government Code for making a grant of public money to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City Council has determined that the economic development grant program agreement approved by this Resolution (the "Agreement") will further the objectives of the City and benefit the community by promoting local economic development and stimulating business and commercial activity in the City.

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

SECTION 1. The City Council hereby approves the Economic Development Program Grant Agreement between the Town of Addison and Mexico Foods LLC, d/b/a El Rancho, Inc., a copy of which is attached hereto and incorporated herein as **Exhibit A**. The City Manager is authorized to execute the Agreement on behalf of the City and to take all steps necessary to carry out the terms thereof.

SECTION 2. This Resolution shall take effect immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

EXHIBIT A

ECONOMIC DEVELOPMENT PROGRAM GRANT AGREEMENT

This Economic Development Program Grant Agreement ("Agreement") is made and entered into by and between Mexico Foods LLC, a Texas limited liability company, d/b/a as El Rancho, Inc. ("EL RANCHO" or "Company"), and the Town of Addison, Texas ("Addison" or the "City"), a Texas home rule municipality, for the purposes and consideration stated below (El Rancho and the City are sometimes referred to herein together as the "Parties" and individually as a "Party").

WHEREAS, Mexico Foods LLC is the majority owner and operator of El Rancho Inc. and affiliated supermarkets; and

WHEREAS, EL RANCHO desires to relocate its administrative headquarters to Addison and lease approximately 21,910 square feet of space at 16775 Addison Road (the "Premises"); and

WHEREAS, EL RANCHO intends to spend an estimated at least $1.2 million in tenant improvements and other office space expenditures within the Premises; and

WHEREAS, during the term of this Agreement and as set forth herein, EL RANCHO intends to and will use the Premises as its administrative headquarters location ("Headquarters"); and

WHEREAS, EL RANCHO anticipates that, from and after the date of occupation of the Premises, and at all times thereafter relevant to, this Agreement, it will employ at least 100 full time equivalent employment positions with an average annual wage of $78,000.00 whose home base for work is the Premises; and

WHEREAS, in connection with its lease and occupancy of the Premises, EL RANCHO has asked the City to provide an economic development grant that will help it defray a portion of the costs it will incur in commencing the improvement and occupancy of Premises; and

WHEREAS, the City is authorized by Section 380.001, Tex. Loc. Gov. Code, to establish and provide for the administration of programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, and this Agreement constitutes such a program for promoting and retaining economic development within the City; and

WHEREAS, the City has determined that making an economic development grant to EL RANCHO in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity within the City.

NOW, THEREFORE, for and in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the City and EL RANCHO do hereby agree as follows:

Section 1. Findings.

The findings set forth above are incorporated as if fully set forth herein.

Section 2. Term.

This Agreement shall be effective as of the last date of execution hereof as evidenced by the date next to each signature to this Agreement (the "Effective Date") and will continue in effect from the Effective Date through the date that represents the fifth (5^{th}) anniversary of the date EL RANCHO obtains a final certificate of occupancy for the Premises; subject to the earlier termination of this Agreement in accordance with the terms of this Agreement (the "Term").

Section 3. Program Grant.

Subject to EL RANCHO's satisfaction of and compliance with all of the terms and conditions of this Agreement, including without limitation the requirements set forth in Section 4 below, the City agrees to pay to EL RANCHO a Program Grant in the maximum amount of Fifty Thousand and NO/100 Dollars ($50,000.00) to be paid in three installments as provided in Section 4 below.

The Grant payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Grant unless the City appropriates funds to make such payment during the budget year in which the Grant is payable; provided that during the Term of this Agreement the City agrees that it will take such steps as are within its power to appropriate funds each year estimated to equal the amount of Grants to be paid the Company for the ensuing fiscal year. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

Section 4. Conditions to Grant Payments.

The City's obligation to make the Grant payments shall be conditioned upon EL RANCHO's compliance with and satisfaction of all of the terms and conditions of this Agreement, including without limitation, each of the conditions set forth below:

(a) First Grant Payment: The First Grant Payment of Sixteen Thousand, Six Hundred Sixty-Six and 67/100 Dollars ($16,666.67) shall be paid by the City to EL RANCHO within 30 days after the submission of a request for payment and the delivery to the City of all of the following to the reasonable satisfaction of the City:

1. An executed copy of the lease by EL RANCHO for the approximately twenty-one thousand, nine hundred and ten (21,910) square feet of space at the Premises; and

2. A copy of a certificate of occupancy issued by the Town of Addison for the Premises; and

3. An executed affidavit in a form reasonably approved by the City attesting that the Company is occupying the Premises and has made a capital investment (including tenant allowance, furniture, fixtures, and equipment) of a minimum of One Million, Two Hundred Thousand and NO/100s Dollars ($1,200,000.00) on and/or within the Premises; and

4. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company currently employs 100 employees with an average annual wage of at least $78,000 whose home base for work is the Premises.

(b) Second Grant Payment: The Second Grant Payment of Sixteen Thousand, Six Hundred, Sixty-Six and 67/100 Dollars ($16,666.67) shall be paid by the City to EL RANCHO within 30 days after the submission of a request for payment and the delivery to the City of all of the following to the reasonable satisfaction of the City:

1. An executive affidavit in a form reasonably approved by the City attesting that the Company has occupied the Premises for at least twelve (12) consecutive months; and

2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company currently employs at least 100 employees with an average annual wage of $78,000 whose home base for work is the Premises.

(c) Third Grant Payment: The Third Grant Payment of Sixteen Thousand, Six Hundred, Sixty-Six and 66/100 Dollars ($16,666.66) shall be paid by the City to EL RANCHO within 30 days after the submission of a request for payment and the delivery to the City of all of the following to the reasonable satisfaction of the City:

1. An executive affidavit in a form reasonably approved by the City attesting that the Company has occupied the Premises for at least twenty-four (24) consecutive months; and

2. A copy of an official employee report submitted to the Texas Workforce Commission demonstrating that the Company currently employs 100 employees with an average annual wage of $78,000 whose home base for work is the Premises.

Notwithstanding anything contained herein to the contrary or any other provision of this Agreement, the Program Grant payment (and/or any portions thereof) shall not be due and payable, and this Agreement may be terminated by the City (that is, without any opportunity for cure by EL RANCHO), if EL RANCHO fails to timely comply with and satisfy to the City's reasonable satisfaction any of the conditions to each of the Program Grant payments (and/or any portions thereof) as set forth in this Section 4, above. The City's fiscal year begins October 1st and ends September 30th. Therefore, the Company shall submit written requests for economic development grant payments accrued during that time not later than August 31st of each year. In any year, if the Company fails to request the Program Grant payments as set forth above, the City shall have no obligation to make such payment to the Company and the Company will have forever forfeited the right to receive such payment.

Section 5. Default.

(a) **Event of Default by the Company.** If, during the Term of this Agreement the Company breaches any of the terms or conditions of this Agreement or fails to maintain any conditions of the Grant payments, then the Company shall be in default ("Event of Default"). In the event the Company defaults in its performance, then the City shall give the Company written notice of such default, and if the Company has not cured any default within sixty (60) days of said written notice (provided that if such default cannot reasonably be cured in 60 days, then the Company shall have a reasonable time to cure such default so long as it has commenced to cure within such 60 days and is diligently pursuing the cure of the same), this Agreement may be terminated by the City. In the event of default by the Company and the continuation of such default for sixty (60) days (provided that if such default cannot reasonably be cured in 60 days, then the Company shall have a reasonable time to cure such default so long as it has commenced to cure within such 60 days and is diligently pursuing the cure of the same) after the written notice set forth above, the City's shall be entitled to nullify Section 3 of this Agreement and immediately seek reimbursement of any and all Grant Payments paid to the Company.

(b) **Event of Default by the City**. Upon the occurrence of default by the City, the Company shall give written notice of such default, and if City has not cured the default within thirty (30) days within said written notice (provided that if such default cannot reasonably be cured in 60 days, then the City shall have a reasonable time to cure such default so long as it has commenced to cure within such 60 days and is diligently pursuing the cure of the same), this Agreement may be terminated by the Company and the Company shall have the right to seek specific performance of this Agreement as its sole and exclusive remedy (with any termination of this Agreement not terminating the City's obligations for which the Company seeks specific performance).

Section 6. Termination; Reimbursement.

This Agreement shall terminate without notice or demand upon the occurrence of any one of the following:

(a) the execution by both Parties of a written agreement terminating this Agreement; or

(b) as otherwise provided for in this Agreement, including as set forth in Section 5, above; or

(c) the expiration of the Term; or

(d) at the option of either party (the "non-breaching party") in the event the other party (the "breaching party") breaches or fails to comply with any term, condition, or provision of this Agreement and such breach or failure is not cured or remedied to the reasonable satisfaction of the non-breaching party within sixty (60) days after written notice thereof (provided that if such default cannot reasonably be cured in 60 days, then such party shall have a reasonable time to cure such default so long as it has commenced to cure within such 60 days and is diligently pursuing the cure of the same), from the non-breaching party to the breaching party;

(e) if EL RANCHO suffers an Event of Bankruptcy or Insolvency which is not dismissed within 90 days; or

(f) at the City's option, if any taxes or fees, owed by EL RANCHO to the City or the State of Texas shall become delinquent after all notice and cure periods provided above (provided, however, that EL RANCHO retains the right to timely and properly protest and contest any such taxes or fees, and the City's right to terminate this Agreement shall be suspended during such protest and contest period).

If this Agreement is terminated pursuant to subsection (d), subsection (e), or subsection (f) of this Section, EL RANCHO shall promptly (but in any event within thirty (30) days of the date of termination) reimburse and repay to the City a sum equal amount of Grant payment made by the City up to the date of termination.

Section 7. Representations by the City.

The City represents that the City is a home rule Texas municipal corporation and it has the power to enter into this Agreement and to carry out its obligations hereunder. However, notwithstanding any other provision of this Agreement, it is understood and expressly agreed by EL RANCHO that the City does not warrant or guarantee that the Program Grant payment (and any part thereof) as described herein will be upheld as valid, lawful, enforceable or constitutional in the event the statutory or other authority for the same or the City's use thereof is challenged by court action or other action or proceeding (including any action or proceeding involving the Texas Attorney General). In the event such court or other action or proceeding related to the legality of this Agreement and the providing of the Program Grant (or any part thereof) is instituted, the Parties shall defend or respond to such action or proceeding at their respective expense. Should such litigation, action or other proceeding result in a determination that this Agreement or the payment of the Program Grant (or any part thereof) was or is prohibited under federal, state or local law (including any constitutional or charter provision), rule or regulation, and so result in the loss of the Program Grant as provided herein, EL RANCHO shall have no recourse against the

City or any of its officials, officers, employees, agents, or volunteers, past or present, and EL RANCHO shall promptly repay to the City the Program Grant payment previously made to EL RANCHO by the City.

Section 8. Representations and Warranties by EL RANCHO

EL RANCHO represents and warrants, as of the date hereof that:

(a) EL RANCHO is a corporation organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of Texas, has the legal capacity and the authority to enter into and perform its obligations under this Agreement, and the same shall be true and accurate at all times in connection with this Agreement;

(b) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to make this Agreement, and this Agreement is not in contravention of EL RANCHO's articles of formation or regulations, or any agreement or instrument to which EL RANCHO is a party or by which it may be bound as of the date hereof;

(c) EL RANCHO has the necessary legal ability to perform its obligations under this Agreement;

(d) No litigation or governmental proceeding is pending, against EL RANCHO which may result in a material adverse change in EL RANCHO's business, properties or operations sufficient to jeopardize EL RANCHO as a going concern; and

(e) This Agreement constitutes a valid and binding obligation of EL RANCHO, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

Section 9. Entire Agreement; Changes and Amendments.

This Agreement represents the entire and integrated agreement between the City and EL RANCHO with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of each of the City and EL RANCHO.

Section 10. Successors and Assigns; No Third Party Beneficiaries.

EL RANCHO shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a "Conveyance") in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the

City, which may be withheld in the City's sole discretion. Any Conveyance of any kind or by any method without the City's prior written consent shall be null and void. Notwithstanding anything to the contrary, a merger or sale of substantially all of EL RANCHO's assets to an entity who continues to operate at the Headquarters in compliance with this Agreement is permitted and shall not require the City's consent; however, EL RANCHO shall give prompt notice of any such occurrence.

Any Conveyance approved by the City shall be expressly subject to all of the terms, conditions and provisions of this Agreement. In the event of any such Conveyance approved by the City, EL RANCHO shall obtain a written agreement (the "Assumption Agreement") from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed agrees to be bound by the terms and provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

Section 11. Notice.

Any notice, statement and/or report required or permitted to be given or delivered shall be in writing and shall be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing. Addresses for any such notice, statement and/or report hereunder are as follows:

To the City:	To El Rancho :
Town of Addison, Texas Attn: City Manager 5300 Belt Line Road Dallas, Texas 75254	Mexico Foods, LLC d/b/a El Rancho Attn: Yousef A. Said, General Counsel 16755 Addison Road; Suite 200 Addison, Texas 75001

Section 12. Applicable Law; Venue.

This Agreement is subject to the provisions of the Charter and ordinances of the City, as amended or modified. This Agreement shall be construed under, governed by and is subject to the laws (including the constitution) of the State of Texas, without regard to choice of law rules, and

all obligations of EL RANCHO and the City created by this Agreement are performable in Dallas County, Texas. Venue for any suit, action or proceeding under this Agreement shall lie exclusively in Dallas County, Texas. Each party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper.

Section 13. Legal Construction/Partial Invalidity of Agreement.

The terms, conditions and provisions of this Agreement are severable, and in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 14. Miscellaneous.

(a) The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes.

(b) Pursuant to Texas Government Code, Chapter 2264 (entitled "Restrictions on Use of Certain Public Subsidies"), EL RANCHO certifies that neither EL RANCHO, nor any branch, division, or department of EL RANCHO, knowingly employs, or will knowingly employ, an undocumented worker (as the term "undocumented worker" is defined in Section 2264.001 of the said Chapter 2264, Tex. Gov. Code) in connection with the Premises, the Services provided by EL RANCHO at the Premises, or this Agreement. EL RANCHO agrees that if, during the term of this agreement and after it receives any payment or funds from the City pursuant to this Agreement, EL RANCHO, or a branch, division, or department of EL RANCHO, is convicted of a violation under 8 U.S.C. Section 1324a(f), EL RANCHO shall repay the amount of all Grant funds paid by the City to EL RANCHO not later than the 120th day after the date the City notifies EL RANCHO of the violation.

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

(d) Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. All waivers must be in writing and signed by the waiving party, and the City's waiver of any right, or of EL RANCHO's breach, on one or more occasions will not be deemed a waiver on any other occasion. The City's failure to enforce or pursue any of its rights under or any provision of this Agreement shall not be or constitute a waiver of its rights or provision and shall not prevent the City from enforcing or pursuing that right or provision or any other right under or provision of this Agreement in the future. No custom or practice arising during the administration of this Agreement will waive, or diminish, the City's rights hereunder or to diminish the City's right to insist upon strict compliance by EL RANCHO with this Agreement.

(e) This Agreement is not confidential information and may be disclosed to the public.

(f) Any of the representations, covenants, and obligations of the Parties hereto, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

(g) It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.

(h) The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

(i) The City agrees that with respect to this Agreement, no liability shall arise in favor of the City against any officer, director, member, agent or employee of EL RANCHO, but the City shall look solely to the assets of EL RANCHO for satisfaction of EL RANCHO's duties, obligations and liabilities arising under or in connection with the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

EXECUTED this ____ day of _____, 2021.

TOWN OF ADDISON

_____
Wesley Pierson, City Manager

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt L. Wyatt, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ___ day of _____ 2021, by Wesley S. Pierson, City Manager of the Town of Addison, Texas, on behalf of the Town.

_____
Notary Public, State of Texas

[SEAL]

EXECUTED this 19th day of November, 2021.

Mexico Foods, LLC d/b/a El Rancho

By: _____

Name: Youssef A. Said o/b/o Mexico Foods, LLC

Title: General Counsel

Date: November 19, 2021

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 19th day of November 2021, by Youssef Said, General Counsel of El Rancho on behalf of the corporation.

Larry Christopher Anthony
Commission # 12953952-4
Notary Public
STATE OF TEXAS
My Comm Exp. Jan 04, 2025

_____
Notary Public, State of Texas

[SEAL]

AFFIDAVIT OF COMPANY OFFICER

EMPLOYEE CERTIFICATION

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement):

I am an officer of Mexico Foods, LLC (d/b/a El Rancho), a Texas limited liability company (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 202__ by and among the City and the Company.

As such, I here do certify that as of and on _____, 202__ Company has in its employ at the Lease Premises at least 100 Full Time Equivalent employees (and specifically excluding independent contract labor) engaged in and providing El Rancho Business having an average annual Gross Wages (but excluding Gross Wages paid to Republic's chief executive officer or equivalent position) for such employees equal to or exceeding $78,000.00.

I hereby certify under oath that the above statements are true and correct.

Mexico Foods, LLC d/b/a El Rancho

By:_____
Name:_____
Title:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 202__.

[SEAL]

_____
Notary Public, State of Texas

Print Name:_____

My commission expires:_____

AFFIDAVIT OF COMPANY OFFICER
CONCERNING PERSONAL PROPERTY

The undersigned, _____, first being duly sworn by a person authorized by law to administer oaths, deposes and states as follows (capitalized terms used but not defined herein have the same meaning as set forth in the Agreement):

I am an officer of Mexico Foods, LLC (d/b/a El Rancho), a Texas limited liability company (the "Company"), and I am authorized by the Company to submit this Affidavit to the Town of Addison (the "City") on behalf of the Company with respect to the Economic Development Program Grant Agreement (the "Agreement") dated as of _____, 202__ by and among the City and the Company.

As such, I do certify that I have either prepared the attached Schedule, or reviewed the attached Schedule which has been prepared under my supervision, that lists all of the Tangible Personal Property to equip and outfit the Lease Premises for the purpose of operating and conducing the Headquarters and El Rancho business and that was located at and within the Lease Premises as of _____, The Company has made a capital investment of at least $1,200,000.00 (including tenant allowance, furniture, fixtures, and equipment) for business personal property and tenant improvements for the lease of real property for headquarter location.

I hereby certify under oath that the above statement, and the attached Schedule, are true and correct in all respects.

Mexico Foods, LLC d/b/a El Rancho

By:_____
Name:_____
Title:_____
Date:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED before me, the undersigned authority, on this the _____ day of _____, 202__.

[SEAL]

_____
Notary Public, State of Texas

Print Name:_____

My commission expires:_____

Council Meeting **8.**

Meeting Date: 12/14/2021

Department: Infrastructure- Development Services

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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AGENDA CAPTION:

Consider Action on a **Resolution Approving a Professional Engineering Services Agreement Between the Town of Addison and Kimley-Horn and Associates for Design Support During Construction in Connection with Certain Traffic Signal and Intersection Improvements and Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $95,000.

BACKGROUND:

The purpose of this item is to seek approval of an agreement for an expanded scope of services with Kimley-Horn Associates Inc. to provide the Town with design support during the construction phase of the Traffic Signal and American with Disabilities Act (ADA) Improvements Project for the intersections at Belt Line Road and Addison Road, Belt Line Road and Beltway Drive, and Addison Road and Sojourn Drive.

On December 19, 2019, the City Council authorized a Professional Services Agreement (PSA) with Kimley-Horn and Associates for the design of traffic signal replacement as well as related improvements to comply with ADA accessibility standards at the intersections of Belt Line Road & Addison Road, Belt Line Road & Beltway Drive and Addison Road & Sojourn Drive. This agreement only provided design services and limited bidding assistance. This new agreement will include design support during construction as well as provide subsurface utility engineering (SUE) to help locate all existing underground utility conflicts. The comprehensive breakdown of their services can be found in Exhibit A of the agreement.

The signals at these intersections were installed in 1981 and are nearing the end of their life cycle. Both intersections are in the high-risk category from the 2018 Asset Management Plan. The Town's Americans with Disabilities Act (ADA) Transition Plan also identified several accessibility deficiencies at these intersections.

In 2017, Kimley-Horn and Associates Inc. was selected through a Request for

Qualifications for general engineering and design services for the Town. Their prior experience with the Town's signal system and their work on the Town's ADA Transition Plan will be valuable in this design effort.

The work associated with this contract was included in the overall project budget of $1.5M in the 2022 Infrastructure Investment Fund. The construction is anticipated to be bid in early Spring 2022.

RECOMMENDATION:
Administration recommends approval.

Attachments

Resolution - Agreement with Kimley-Horn

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL ENGINEERING AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES FOR DESIGN SUPPORT DURING CONSTRUCTION IN CONNECTION WITH CERTAIN TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS IN AN AMOUNT NOT TO EXCEEED $95,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On December 19, 2019, the City Council authorized a Professional Services Agreement (PSA) with Kimley-Horn and Associates for the design of traffic signal replacement as well as related improvements to comply with ADA accessibility standards at the intersections of Belt Line Road & Addison Road, Belt Line Road & Beltway Drive and Addison Road & Sojourn Drive.

WHEREAS, the City Council desires to authorize an additional scope of services with Kimley-Horn and Associates to provide the Town with design support during the construction phase of the same improvements.

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

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and Kimley-Horn and Associates, Inc. in an amount not-to-exceed of $95,000 for design support during construction in connection with traffic signal and related improvements for the following three (3) intersections within the City:

Belt Line Road and Addison/Inwood Road
Belt Line Road and Beltway Drive
Addison Road and Sojourn Drive

A true and correct copy of the Agreement is attached to this Resolution as **Exhibit A** and the City Manager is hereby authorized to execute the Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____

Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT
Traffic Signal & ADA Improvements Project

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Traffic Signal & ADA Improvements Project ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. In performing the Scope of Services, Professional shall use that degree of skill and care ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Scope of Services are provided. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants,

persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed NINETY-FIVE THOUSAND AND NO/100 ($95,000.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages

to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

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

Section 6. Time for Performance

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

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

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

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

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

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

Section 8. Termination

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

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date plus any approved reimbursable expenses incurred prior to the termination date.

C. Termination for Force Majeure. To the extent either party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

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

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence ($2,000,000.00 aggregate) for injury to persons (including death), and for property damage;

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

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

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

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

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

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

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

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

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

Section 12. Indemnification.

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

Section 13. Assignment

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

Section 14. Applicable Laws

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

Section 15. Default of Professional

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

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

Section 22. Notice.

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

If to City:	Wesley S. Pierson, City Manager Town of Addison 5300 Belt Line Rd. Addison, Texas 75254
With copy to:	Whitt Wyatt, City Attorney Wood Banowsky, PLLC 3710 Rawlins St., Ste 1000 Dallas, Texas 75219
If to Professional:	Lucy Cunningham (Richardson), P.E., PTOE Kimley-Horn and Associates, Inc. 13455 Noel Road, Two Galleria Office Tower, Ste. 700 Dallas, Texas 75240

Section 23. Counterparts.

This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together

constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties.

Section 24. Exhibits.

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

Section 25. Survival of Obligations.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

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

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the Organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

FOR CITY:	**FOR PROFESSIONAL**
Town of Addison, Texas	**Kimley-Horn and Associates, Inc.**
By:_____ Wesley S. Pierson, City Manager	By: Rebecca A. Hicks Becky Hicks, Regional Contract Lead
Date: _____	Date: December 1, 2021

ATTEST:

By:_____
Irma Parker, City Secretary

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

Exhibit "A"
Scope of Services

Project Understanding

The Consultant designed permanent traffic signals to replace the existing traffic signals and associated ADA ramp and sidewalk improvements at the following three (3) intersections:

1. Belt Line Road & Addison Road/Inwood Road
    a. 3 proposed signal pole locations, at northwest, southwest, and southeast corners
2. Belt Line Road & Beltway Drive
    a. 3 proposed signal pole locations, at northwest, northeast, and southeast corners
3. Addison Road & Sojourn Drive
    a. 2 proposed signal pole locations, at northwest and southwest corners

Through a subconsultant, the Consultant will procure subsurface utility engineering (SUE) survey at the eight (8) proposed signal pole locations. The Consultant will update signal pole locations at up to six (6) locations, perform bid phase services, and perform construction phase services as described below.

Professional Services

Subsurface Utility Engineering

The Subconsultant will perform SUE Quality Level B in general accordance with the recommended practices and procedures described in American Society of Civil Engineers (ASCE) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). The Subconsultant will utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities that are within the existing proposed design corridor. This level of work includes acquiring as-built documentation from utility companies and making contact with their representatives. The limits of investigation will be from back of curb to right-of-way within each quadrant of proposed signal improvements. In areas where proposed signal foundations are not within pavement areas, including sidewalk, the Subconsultant will perform nondestructive excavation as a means to clear proposed foundation location of existing facilities by means of a combination of air excavation and probing to desired depth of foundation.

Quality Level-B (QL-B)

The Subconsultant will identify all utilities within the proposed project limits and provide a base utility map of identified facilities within project area.

The Subconsultant will designate with two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. This incorporates quality levels C and D information to produce Quality Level B deliverable (horizontal alignment).

Only toneable facilities will be designated to QL-B criteria. Non-ferrous metals, PVC pipe, or facilities without identifiable tracer wire cannot be located. Storm & wastewater facilities are not included in QL-B investigation.

Non-Destructive Excavation

The Subconsultant will utilize Vacuum Excavation to excavate by hydro or high-pressure air to disturb existing soil conditions. Through use of Air lance and water probing, the Subconsultant will probe to the proposed depth of foundation in an "X" pattern in increments of 6". The intent is to clear foundation area of known facilities. If a uniform obstruction is found, be it rock or potential utility, the Subconsultant will continue air excavation to expose facility to determine presence of facility.

SUE Design Updates

The Consultant will modify up to six (6) signal pole locations, unless authorized by Town to reallocate budget for additional modifications, as needed based on the SUE results. The Consultant will update mast arm length, conduit, and wiring as needed for each updated signal pole location. The Consultant will incorporate these updates into the plans prior to the project's bidding.

The Consultant will update project information on the cover sheet and update the OPCC with recent cost data.

Bid Phase Services

The Consultant will provide the bid phase services specifically stated below, as authorized by the Town.

The Consultant will combine signal design plans for three signals, previously prepared under two separate projects, into one bid package.

Pre-Bid Meeting

The Consultant will attend one (1) pre-bid meeting with potential bidders. The Consultant will provide a sign-in sheet and meeting minutes.

Addenda

The Consultant will address bidder questions and issue Addenda as directed by the Town.

Bid Tabulation

The Consultant will assemble a bid item spreadsheet and special specifications, as authorized by the Town, that may be required. Consultant will tabulate the bids received and evaluate general compliance of bids with the bidding documents. Consultant will provide a summary of this

tabulation and evaluation. If requested, Consultant will notify the selected Contractor on behalf of the Town.

Conformance Set

Consultant will prepare final specifications and contract book with the Contractor's executed contract documents and unit bid prices.

Construction Design Support Services

The scope of services listed below may or may not be performed as part of construction phase services. The Consultant's role during construction is limited and services are only provided upon request of the Town and billed on a reimbursable basis as labor and direct expenses are incurred.

Services not included under this task are intentionally excluded from the services being provided by Consultant and would be considered additional services.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Professional neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Professional is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Preconstruction Meeting

Consultant will attend one (1) pre-construction meeting with the selected contractor before the start of construction. Consultant will prepare a record of the meeting and distribute it to all attendees. Consultant will prepare and provide four (4) conforming sets and two (2) original sets of final plans and specifications.

Site Visits

Consultant will make site visits as directed by the Town to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the Town informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Shop Drawing Submittals, Samples, and Change Orders

Consultant will review and take appropriate action in respect to Shop Drawings, Samples, Change Orders, and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Consultant will prepare responses and comments on each submittal and transmit copies to the Contractor and Town staff. Consultant will maintain a record of submittals and responses. Shop drawings and submittals generally will be reviewed and returned in a mutually agreed upon timeframe, generally within seven (7) working days.

Consultant may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Clarifications and Interpretations

Consultant will respond to Contractor requests for information, as directed by the Town, made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the Town.

Applications for Payment

Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend to the Town amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information, and belief. Recommendations will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Final Walk Through and Punch List Preparation

The Consultant will assist the Town of Addison in conducting a final inspection of the completed construction. The Consultant will prepare a record of observations and items requiring correction by the Contractor prior to the Contractor's final payment.

Record Drawings

The Consultant will assemble record drawings at the project intersections.

The Consultant will conduct one (1) visit to each intersection for a final walkthrough. Such visits and observations by Consultant are intended to make general observations and gather information for the record drawings. Observations are to be limited to spot checking, selective measurement,

and similar methods of general observation. Consultant will also rely on information reported by the contractor.

The record drawings will show changes during the construction process reported by the contractor and considered to be significant. The drawings are not guaranteed to be "As Built" but will be based on information made available.

On-Call Services

This task is reserved for additional services not defined in the above described services that are deemed necessary by Town staff. The scope of services performed under this task would be mutually agreed upon by both parties and performed only after receiving written direction.

Additional Services

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

- Presentations and/or additional meetings
- Additional submittals
- Traffic control plan design
- Additional SUE effort

Information Provided By Client

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

- Any utility records that were previously collected for the project area

Not-to-Exceed Fee Schedule:

All efforts will be performed on an hourly basis, with fees not to exceed those identified below without written authorization of the Town. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Task	Fee
Subsurface Utility Engineering	$ 34,000
SUE Design Updates	$ 8,100
Bid Phase Services	$ 13,000
Construction Design Support Services	$ 36,000
On-Call Services	$ 3,900
TOTAL	**$ 95,000**

Schedule

The Consultant will provide its services as expeditiously as practicable and work with the Town to maintain a mutually agreeable schedule.

Deliverables

The Consultant's project deliverables will be:

- Existing utility layout submitted via electronic file (.dgn)
- Field sketch of field investigation
- Bid item spreadsheet
- Record drawings in electronic file formats

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional II	$265 - $300
Senior Professional I	$220 - $285
Professional	$180 - $230
Senior Technical Support	$145 - $210
Technical Support	$90 - $135
Analyst	$120 - $200
Support Staff	$ 90 - $ 130

Effective through June 30, 2022
Subject to periodic adjustment thereafter

Council Meeting **9.**

Meeting Date: 12/14/2021

Department: Parks & Recreation

Pillars: Gold Standard in Customer Service
Optimize the Addison Brand

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider Action on an **Ordinance Amending Chapter 58, Parks and Recreation, of the Code of Ordinances by Providing Updated Definitions, a New Park Use Permit Requirement, Related Fees, and for Civil and Criminal Penalties.**

BACKGROUND:

In June 2021, Parks staff made a presentation to Council to discuss updating the Park and Recreation Ordinance to create a Park Use Permit. On November 9, 2021 Parks staff made a presentation to Council to review a draft of the proposed Ordinance update which would help to facilitate the proposed Park Use Permit. During this presentation staff also made recommendations to update definitions in the Ordinance and add clarifications to help with the general implementation of the Ordinance. Council discussion was in favor of the proposed updates. Below is a chart of those changes in the Ordinance presented for Council consideration.

PARK USE PERMIT OVERVIEW

Who can Apply for a Park Use Permit?	Urban Parks and Neighborhood Parks - Addison Residents and Businesses Destination Parks - Addison and Non-Addison Residents and Businesses
What is the cost of the permit?	Residents - $150 Refundable Deposit Businesses -$150 Refundable Deposit + $75 first 3 hours and $25/ Hour thereafter Non-Resident or Non-Addison Business (Destination Parks Only) - Deposit and Rental Fee would correlate with hourly rate established by Special Events Fees.
What are the hours of use?	8:00 AM - 8:00 PM

What locations are appropriate for park use by groups?	Urban Parks - Addison residents and businesses Neighborhood Parks - Addison residents for neighborhood gatherings only Destination Parks - Not limited to Addison residents or businesses. Can only be reserved less than 30 days in advance.
What size group requires a permit?	20-99 would require a Park Use Permit >99 would require a Special Event Permit
What are the rules?	Individual making the reservation is responsible for any damage. Individual making the reservation is responsible for clean-up and off-site disposal of garbage. The permit is for a specific area in a park. The park remains open for public use. Approval is required for the set up of portable items such as, music, alcohol, games, and food trucks and a small fee may be associated if staff presence or inspection is required.
What is the recourse if the rules are broken?	Park Use Permit Applicant will lose their deposit, plus charges will incur for replacement or repair of any damage to the park or park facilities. If a Park Use Permit was not secured for a group gathering, a citation will be issued and a fine up to $500 may be issued by the Municipal Court.

Section 58-43 Group Gatherings was added to the ordinance to facilitate the Park Use Permit. The following definitions have been added to the Ordinance to help facilitate the Park Use Permit:

- Adopted Plan - Refers to the Park, Recreation and Open Space Plan which was adopted April 2019, a copy is on file in the office of the City Secretary.
- Neighborhood Gathering - Is an event produced by a community-based Homeowner's Association (HOA) or neighborhood group for the benefit of their members and does not require use of parking.
- Park Use Permit- Is a permit that is issued by the Department of Parks and Recreation and upon application and approval for group gatherings or neighborhood gatherings of more than 20 but less than 100 people.
- Park Property - Means any park, athletic facility, reservation, playground, recreation center or any other areas in the Town, owned or used by the Town and devoted to active or passive recreation, but is not acquired or designated by the Town for use as a public park. Park Properties are identified in the Parks, Recreation and Open Space Plan. The Plan also

classifies parks in the following categories: Destination Park, Community Facility, Urban Park, Neighborhood Park and Greenbelt Trail.

The following definitions have been added to help facilitate or clarify current Park and Recreation Practices:

- Dependent - Is an individual to a primary membership account at the Addison Athletic Club. The primary member is the legal guardian of the dependent.
- League Play - Means an organized group of people that regularly practice and / or play an organized sport.
- Organized Sport - Means any game, competition or practice which is played by three or more persons and is carried our under an agreed set of rules.
- Fitness Training - Means fitness instruction for compensation of one or more persons either by an individually paid trainer or a trainer employed by a for-profit entity.

Section 58-36 Vending and peddling prohibited was also clarified to add the bolded items in the text below:

- No person on Park Property shall expose or offer for sale any article, service or thing, nor shall they station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. **No fitness instructor or fitness training is allowed on Park Properties unless the fitness instructor or fitness group has applied for and been approved by the Department of Parks and Recreation as an outdoor vendor**. Concessionaires acting by and under the express written authority and regulation of the Director are excepted.

Section 58-41 Games was clarified to add the bolded items in the text below:

- No person on Park Property shall take part in any games involving thrown or otherwise propelled objects, **including but not limited to golf balls**, stones, arrows, javelins, or model airplanes, except in areas **specifically designated** for such forms of recreation. The playing of rough or comparatively dangerous games, **including but not limited to** football, baseball, soccer, hockey, or any other Organized Sport is prohibited except on the fields and courts or areas **specifically designated for such games.**
- **League Play is prohibited on all Park Property except for those League Play that have applied for and been approved by the Department of Parks and Recreation. Any approved League Play must abide by all rules and regulations of the Department of Parks and Recreation, including but not limited to, days of League Play, time of League Play, and any insurance requirements. Approved League Play is only permitted on Park Property specifically designated for Organized Sports. Per Addison's License Agreement with Dallas Independent School District (DISD), Addison may not facilitate League Play at Bush Elementary.**

Article III Addison Athletic Club and Trinity Christian Athletic Complex was edited to eliminate the reference to Trinity Christian Athletic Complex.

Section 58-66 Use restricted to members and guests was edited to add or legal guardian following the reference or a parent and guardianship documents was added as an item that might be requested to establish age and guardianship of dependents.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance Amendment - Parks and Recreation

Ordinance - Redline Edits

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 58, BY AMENDING AND RESTATING SECTIONS 58-1 THROUGH 58-90; PROVIDING FOR UPDATED DEFINITIONS; PROVIDING FOR PARK USE PERMIT REQUIREMENT; PROVIDING FOR NEW RELATED FEES; PROVIDING FOR CIVIL AND CRIMINAL PENTALTIES; PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined it necessary to update the regulations regarding the use of the Town's public parks and related facilities, and require a park use permit for large gatherings, to safeguard the health, property, and welfare of the Town's citizens and its public parks.

WHEREAS, the City Council finds it necessary to protect the Town's public parks and related facilities by revising the Town's code of ordinances to provide for park use regulations and enforcement provisions.

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

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

SECTION 2. That Chapter 58, sections 58-1 through 58-90 are hereby amended and restated to read as set forth in Exhibit A, which is attached hereto and incorporated herein for all purposes.

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

SECTION 4. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to penalty as provided for in the Code of Ordinances, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ____ day of _____ ***2021*.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

Chapter 58 PARKS AND RECREATION[1]

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

The following words, terms and phrases when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AAC means Addison Athletic Club, which is located at 3900 Beltway Drive, Addison, Texas.

Addison membership card means a photographic identification card issued by the Town to persons upon showing proof of Town residency as provided in Section 58-67, and payment of the fee, if any.

Adopted Plan refers to the Parks, Recreation and Open Space Plan, adopted in April 2019; a copy is on file in the office of the City Secretary.

Director means the Director of Parks and Recreation for the Town or his designee.

Dependent is an individual linked to a primary membership account at the Addison Athletic Club. The primary member has legal guardianship of the dependent.

Fitness Training means fitness instruction for compensation of one or more persons either by an individually paid trainer or a trainer employed by a for-profit entity.

League Play means an organized group of people that regularly practice and/or play an organized sport.

Neighborhood Gathering is an event produced by a community based, Homeowner's Association (HOA) or neighborhood group for the benefit of their members and does not require use of parking.

Organized Sport means any game, competition, or practice which is played by three or more persons and is carried out under an agreed set of rules.

Park Use Permit is a permit that is issued by the Department of Parks and Recreation upon application and approval for group gatherings or neighborhood gatherings of more than 20 but less than 100 people.

Park Property means any park, athletic facility, reservation, playground, recreation center or any other area in the Town, owned or used by the Town and devoted to active or passive recreation, but is not acquired or designated by the Town for use as a public park. Park Properties are identified in the Parks, Recreation and Open Space Plan. The Plan also classifies parks in the following categories: Destination Park, Community Facility, Urban Park, Neighborhood Park and Greenbelt Trail.

Town means the Town of Addison, Texas.

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[1]Charter reference(s)—Acquisition of land for park purposes, § 11.22.

Cross reference(s)—Environment, ch. 34; streets, sidewalks and other public places, ch. 70.

State law reference(s)—General authority relative to parks, V.T.C.A., Local Government Code ch. 331 .

Town Park means that area designated by the Town as a park located south of Sidney Drive and west of Woodway Drive.

User means any authorized person to be present on Park Property other than Town employees.

(Code 1982, § 10.1-1; Ord. No. 018-004, § 2, 2-13-18)

Cross reference(s)—Definitions generally, § 1-2.

Secs. 58-2—58-30. Reserved.

ARTICLE II. USE OF PUBLIC PARKS

Sec. 58-31. Chapter applicable to all municipal park properties.

Unless otherwise specified, the terms of this chapter shall apply to all Park Property.

(Code 1982, § 10.1-2)

Sec. 58-32. Request by Director to stop or leave.

When the Director or the Director's designee, in his sole discretion and judgment, determines that a person is behaving in a manner or is performing an act which is likely to endanger or is endangering the health, safety or welfare of himself or of other users, guests, employees of the Town or other persons, the Director or the Director's designee may ask the person to cease his activity. Upon the person's refusal to so cease, or upon his resumption of such activity or similar activity, the Director or the Director's designee may ask such person to leave the Park Property. It is unlawful and an offense to disobey a lawfully issued order of the Director or the Director's designee.

(Code 1982, § 10.1-12; Ord. No. 018-004, § 3, 2-13-18)

State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-33. Confiscation of certain articles.

The Director may confiscate and hold any sharp, pointed object or any article which is inappropriate to the use of Park Property and equipment or which may cause injury. Such article will be returned to the person upon his departure from Park Property.

(Code 1982, § 10.1-13)

Sec. 58-34. Hours of operation; loitering prohibited.

Normal operating hours of Park Property shall be from 5:00 a.m. to 11:00 p.m. every day of the year. Any Park Property or section thereof may be declared closed to the public by the Director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), as the Director shall find reasonably necessary. No person shall remain, stay, or loiter in or on any Park Property between the hours of 11:00 p.m. and 5:00 a.m. No person shall sleep overnight on the seats, benches, couches or other areas on Park Property.

(Code 1982, § 10.1-7; Ord. No. 018-004, § 3, 2-13-18)

State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-35. Closed areas.

No person on Park Property shall enter an area posted as "Closed to the Public" nor shall any person use any area in violation of posted notices.

(Code 1982, § 10.1-9)

State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-36. Vending and peddling prohibited.

No person on Park Property shall expose or offer for sale any article, service or thing, nor shall they station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. No Fitness Training is allowed on Park Properties unless the Fitness Training has applied for and been approved by the Department of Parks and Recreation as an outdoor vendor. Concessionaires acting by and under the express written authority and regulation of the Director are excepted.

(Code 1982, § 10.1-8)

Cross reference(s)—Peddlers, solicitors and handbill distributors, § 22-61 et seq.

Sec. 58-37. Disfiguration and removal prohibited.

No person on Park Property shall willfully mark, deface, disfigure, injure, tamper with, or displace or remove, any building, tables, benches, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, recreation sporting goods, towels, weight training equipment and other health or athletic equipment or accessories, trees or landscaping materials, televisions, furniture, carpet or other structures or equipment, facilities or Park Property or appurtenances whatsoever, either real or personal.

(Code 1982, § 10.1-3)

State law reference(s)—Criminal mischief, V.T.C.A., Penal Code § 28.03 .

Sec. 58-38. Littering prohibited.

No person shall deposit or leave in or on any Park Property any glass, bottles, broken glass, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No such refuse or trash shall be placed or left anywhere on the grounds thereof, but shall be placed in the proper receptacles, where provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the Park Property by the person responsible for its presence, and properly disposed of elsewhere.

(Code 1982, § 10.1-4)

Cross reference(s)—Solid waste, ch. 66.

State law reference(s)—Litter control, V.T.C.A., Health and Safety Code ch. 365 .

Sec. 58-39. Alcoholic beverages prohibited.

Service, dispensing, use, consumption, and/or possession of alcoholic beverages is prohibited at all times on Park Properties except as allowed by the city council.

(Code 1982, § 10.1-5)

Cross reference(s)—Alcoholic beverages, ch. 6.

Sec. 58-40. Parking.

No person shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with any posted directions in such established or designated parking area and with the instructions of any attendant who may be present.

(Code 1982, § 10.1-6)

Cross reference(s)—Traffic and vehicles, ch. 78.

Sec. 58-41. Games.

No person on Park Property shall take part in any games involving thrown or otherwise propelled objects, including but not limited to golf balls, stones, arrows, javelins, or model airplanes, except in areas specifically designated for such forms of recreation. The playing of rough or comparatively dangerous games, including but not limited to football, baseball, soccer, hockey, or any other Organized Sport is prohibited except on the fields and courts or areas specifically designated for such games.

League Play is prohibited on all Park Property except for those League Play that have applied for and been approved by the Department of Parks and Recreation. Any approved League Play must abide by all rules and regulations of the Department of Parks and Recreation, including but not limited to, days of League Play, time of League Play, and any insurance requirements. Approved League Play is only permitted on Park Property specifically designated for Organized Sports. Per Addison's License Agreement with Dallas Independent School District (DISD), Addison may not facilitate League Play at Bush Elementary.

(Code 1982, § 10.1-10)

Sec. 58-42. Prohibited conduct generally; enforcement.

(a) In the interest of the public health, safety and welfare, each of the following enumerated acts is forbidden and unlawful on Park Property:

(1) Cursing, swearing or using indecent language.

(2) Creating a disturbance or unnecessary or boisterous noises.

(3) Taking or permitting dogs or other pets within the Park Property unless on a leash.

(4) Climbing fences.

(b) Enforcement. The Director and/or the Town's Police Department shall, in connection with their duties, diligently enforce the provisions of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended. The Director and/or the Town's Police Department shall have the authority to eject from Park Property any person acting in violation

of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

(Code 1982, § 10.1-11; Ord. No. 018-004, § 3, 2-13-18)

Sec. 58-43. Group Gatherings.

(a) Group gatherings or Neighborhood Gatherings of more than 20 but less than 100 people on Park Property must obtain a Park Use Permit. All applications for a Park Use Permit must be submitted to the Director, or their designated representative, for review and either approval or denial. Group gatherings or Neighborhood Gatherings of more than 100 people will require a Special Events Permit.

(b) Park Use Permit Requirements:

(i) Applicant must be a current Addison resident or a business located in Addison, with the exception of a request to use a Destination Park.
(ii) Group gatherings are only allowed between the hours of 8:00 a.m. and 8:00 p.m.
(iii) Applicable to Parks classified as Destination Parks, Urban Parks, Neighborhood Parks, or Les Lac Pavilion in the Adopted Plan. Only Neighborhood Gatherings, that do not require parking, are allowed in Neighborhood Parks except for Les Lac Pavilion where parking is provided.
(iv) Destination Parks permits will only be issued 30 days, or less, in advance. All other permits may be issued 6 months in advance.
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(c) Fees:

(i) Addison Residents - $150.00 refundable deposit
(ii) Addison Businesses - $150.00 refundable deposit plus $75 for the first 3 hours of use. Each additional hour will be $25 per hour.
(iii). Non-Addison Resident or Business (Destination Park Only) - $150 refundable deposit plus hourly rate that correlates with Special Events Rental Rates for Destination Parks. Refer to Special Events Permit for rates.
(iii) An inspection fee of $25.00 will be required for any equipment that must be staked in the ground.

(d) Rules

(i) Applicant is responsible for:
(1) Printing and displaying the permit;
(2) Damage;
(3) Clean-up and off-site disposal of garbage; and
(4) Ensuring compliance with any and all provisions of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.

(ii) A Park Use Permit is for a specific area of the Park Property. The Park Property shall remain open for public use.
(iii) Application must identify all portable items, including but not limited to, music, games, and food trucks. Separate approval is required for the set-up of any such portable item.

(e) Enforcement. The Director of Parks and Recreation and/or their designee and/or the Town's Police Department, shall have the authority to enforce the provisions of this chapter.

(f) Offenses.

(i) A person commits an offense if the person commences or conducts a group gathering or Neighborhood Gathering of more than 20 but less than 100 people:
(1) Without a Park Use Permit; or
(2) In violation of any provision of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.

(ii) A culpable mental state is not required for the commission of an offense under this section.

(g) Penalty.

(i) An offense is punishable by:
(1) a fine not to exceed $500.00;
(2) loss of deposit; and/or
(3) actual costs of damages including remediation costs.

Secs. 58-44—58-65. Reserved.

ARTICLE III. ADDISON ATHLETIC CLUB ~~AND TRINITY CHRISTIAN ATHLETIC COMPLEX~~

Sec. 58-66. Use restricted to members and guests.

The use of the grounds, facilities and equipment of the AAC is restricted to current members of AAC and guests of such members of the AAC. Only bona fide residents of the Town and their Dependents, ages three months through 18, shall be eligible to become members of the AAC. Dependents 18 through 23 years of age may remain on their parents' or legal guardian's membership application, as Dependents, if enrolled as full-time college students. Proof of full-time college enrollment may be accepted in place of the minimum requirements listed below. Employees of the Town may become conditional members of the AAC upon the terms and conditions established by the Director. Minimum membership requirements include the following:

(1) A valid state department of public safety driver's license or state department of public safety identification card which shows a current residential address within the corporate limits of the Town;

(2) A current document such as a utility bill, vehicle registration, voter's registration, credit card statement, vehicle insurance, or other document, as approved by the director, which shows the same address as in (1) above; and

(3) If an applicant is living in an apartment, a signed leasing office verification form from the owner or manager of the apartment.

The Director may require additional information if deemed necessary. Birth certificates of Dependent children or guardianship documents may be requested in order to establish age and guardianship of Dependents. Exceptions to the minimum membership requirements listed above shall only be made for: (i) residents participating in the Texas Department of Public Safety Confidentiality Program; or (ii) residents who are active military. The Town may request documentation from a resident to support these exceptions.

Individuals with a Town business address or hotel address, including extended stay, are not eligible for membership. Owners of residential properties are not eligible for membership unless they currently reside on the property or at another Town residence.

(Code 1982, § 10.1-15; Ord. No. 003-006, § 1A, 3-11-03; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-67. Process for membership.

Any adult person who is a current resident of the Town may make an application at the AAC for membership on an application form prescribed by the Town. Upon presentation of proof of residency as required in Section 58-66 and upon completion of the application process to the satisfaction of the Town and payment of fees, if any, the applicant will be issued a photograph membership card. After issuance of a membership card, memberships shall be renewed annually with proof of current residency.

Code 1982, § 10.1-16; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-68. False representation of residency prohibited.

It is unlawful and an offense for a person to knowingly make a false representation on any document or to present to Town employees any document containing false information in order to gain membership in the AAC. It is unlawful and an offense for a person to knowingly give false verification of residency of a tenant of rental property to Town employees in order for the tenant to gain membership in the AAC.

(Ord. No. 1982, § 10.1-17; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-69. Failure to exhibit membership card.

Members of the AAC shall present Town membership cards upon request by the Director or the Police Department. Failure to produce and exhibit such card may result in ejection from the AAC.

(Code 1982, § 10.1-18; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-70. Fees.

A nonrefundable fee for processing the application for AAC membership shall be charged at the time of application or reapplication. The amount of the fee shall be determined by the City Council. Additional fees associated with the use of the AAC are listed below:

Recreation Fee Schedule		
Membership Fees		
One-Time Membership Administrative Fee	$10.00	Nonrefundable
Replacement ID Card	$10.00	
Children's Activity Center (CAC)		
CAC Drop In	$1.00	
CAC Punch Pass - 15 Punches	$10.00	
Late Pick Up Fee		
1 to 14 minutes	$10.00	
15 to 29 minutes	$20.00	

30 to 59 minutes	$50.00	
Group Exercise Classes		
3-Months	$75.00	
3-Months 50 Plus	$37.50	
15 Punch Pass	$40.00	
15 Punch Pass 50 Plus	$20.00	
Drop in Group Exercise	$4.00	
Drop in Group Exercise 50 Plus	$2.00	
Summer Camp		
Weekly Fee	$125.00	
Late Pick Up Fee		
1 to 14 minutes	$10.00	
15 to 29 minutes	$20.00	
30 to 59 minutes	$50.00	
Miscellaneous Fees		
Small Towel Rental	$0.25	
Large Towel Rental	$0.50	
Towel Punch Pass	$15.00	
Lost Large Towel	$14.00	
Lost Small Towel	$5.00	
Outdoor Pool Guest Fee	$3.00	
Guest Fee Ages 15 and Older	$8.00	
Guest Fee Ages 8-14	$4.00	
Guest Fee Ages Under 7 years old	$2.00	
Lost Key	$10.00	
Independent Contractor Reimbursement	20%	
Equipment Replacement/Damage	Based on replacement or repair cost	
NSF Check Fee	$35.00	
Pavilion Rental Outdoor Pool (maximum 4 hours)		
Refundable Deposit	$50.00	
20 people	$50.00/hour	
21 to 30 people	$75.00/hour	
Pavilion Rental Les Lacs Park: Resident (maximum 3 hours)		
Refundable Deposit	$150.00	
3-hour maximum	$0.00	
Pavilion Rental Les Lacs Park: Business (maximum 8 hours)		
Refundable Deposit	$150.00	
First 3 hours	$75.00	
Each additional hour up to max of 8	$25.00	
Other Program Fees		
50 Plus Trips and Programs	Fees Vary	
Children's Programs	Fees Vary	
Fitness and Adult Programs	Fees Vary	

(Code 1982, § 10.1-19; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-71. Enforcement.

(a) *Ejection from the AAC.* The Director and Town's Police Department shall have the authority to eject from the AAC any person acting in violation of this Chapter or any person whose membership in AAC has been suspended or revoked.

(b) *Revocation and suspension of membership.* Membership in the AAC is a privilege and not a right, which privilege is revocable by the Director at any time for any reason including the violation of or failure to comply with the terms of this Chapter or any administrative policies, procedures or regulations concerning the AAC or Park Property. Written notice of such suspension or revocation shall be mailed by certified mail or delivered to the member. The suspension or revocation is effective immediately upon issuance of the notice. The member has the right to appeal such suspension or revocation to the City Manager or his designee within ten days from the member's receipt of the notice.

(Code 1982, § 10.1-20; Ord. No. 018-004, § 4, 2-13-18)

Secs. 58-72—58-85. Reserved.

ARTICLE IV. YOUTH RECREATION PROGRAMS

DIVISION 1. ELEMENTARY AGE (5—13) RECREATION PROGRAMS[2]

Sec. 58-86. Standards of care.

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages five through 13) recreation Programs operated by the Town of Addison Recreation Department, including, without limitation, any summer camp program and any spring break program. The Programs are not licensed by the State of Texas and shall not be advertised as a child-care facility.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-87. General administration.

(a) *Organization.*

(1) The governing body of the Youth Programs is the City Council of the Town of Addison, Texas.

(2) Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.

[2]Editor's note(s)—Ord. No. 020-30, adopted May 26, 2020 , amended Div. 1 in its entirety to read as herein set out. Former Div. 1 pertained to the same subject matter, and derived from Ord. No. 019-12, adopted April 9, 2019 .

(3) These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program and Spring Break Program.

(4) Each Program Site will have available for public and staff review a current copy of the Standards of Care.

(5) Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.

(6) Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:

a. A felony or a misdemeanor classified as an offense against a person or family member;

b. A felony or misdemeanor classified as public indecency;

c. Any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;

d. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

e. Any offense involving moral turpitude;

f. Any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

(b) *Definitions.* For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

Assistant Director of Recreation means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.

City means the Town of Addison, Texas.

City Council means the City Council of the City.

Department means the Parks and Recreation Department of the City.

Director means the Parks and Recreation Department Director of the City or his or her designee.

Employee(s) means people who have been hired to work for the Town of Addison and have been assigned responsibility for managing, administering, or implementing some portion of a Program.

Parent(s) means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.

Participant means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

Program Coordinator or *Coordinator* means a full-time Department employee who is a recreation coordinator and has been assigned administrative responsibility for the Programs.

Program Manual means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.

Program Site means area and facilities where a Program is held, consisting of the Addison Athletic Club, 3900 Beltway Drive, Addison, Texas 75001.

Program Summer Camp Counselor or *Counselor* means a Department part-time or seasonal employee who has been assigned responsibility by the Assistant Director of Recreation to implement the City's Summer Camp Program.

Programs means all (and Program means any of the) elementary age (ages five through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (Summer Camp Program) and the City Spring Break Camp Program (Spring Break Program).

(c) *Inspections/Monitoring/Enforcement.*

(1) A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are being adhered to.

a. Each monthly inspection report will be sent by the Program Coordinator to the Assistant Director of Parks and Recreation for review and kept on record in accordance with the City's records retention policy.

b. The Assistant Director of Parks and Recreation will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

(2) The Assistant Director of Parks and Recreation will make visual inspections of the Programs based on the following schedule:

a. The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.

b. The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.

c. Each other Program will be inspected at least once each week during the schedule for the Program.

(3) Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Assistant Director of Parks and Recreation, with the complaint and the resolution noted.

(d) *Enrollment.* Before a child can be enrolled in a Program, the parents must sign Registration forms that contain the following information about the child:

(1) Name, address, home telephone number;

(2) Name and address of parent(s) and telephone number(s) during Program hours;

(3) The names and telephone numbers of people to whom the child can be released;

(4) A statement of the child's physical health, including a physician's signed statement and current immunization (shot) records, detailing any special problems or needs of the child;

(5) Proof of residency within the City when appropriate; and

(6) A fully executed liability waiver and release.

(e) *Suspected Abuse.* Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Assistant Director of Parks and Recreation. The Assistant Director of Parks and Recreation will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to $1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-88. Staffing—Responsibilities and training.

(a) *Program Coordinator Qualifications.*

(1) The Coordinator will be a full-time, professional employee of the Department.

(2) The Coordinator must be at least 21 years old.

(3) The Coordinator must have received a bachelor's degree from an accredited college or university. Acceptable degrees include:

a. Recreation Administration or General Recreation;

b. Physical Education; and

c. Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.

(4) The Coordinator must have at least two years' experience planning and implementing recreational activities.

(5) The Coordinator must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

(6) The Coordinator must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

(b) *Coordinator's Responsibilities.*

(1) The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

(2) The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.

(3) The Coordinator is responsible to plan, implement, and evaluate Programs.

(c) *Program Summer Camp Counselor Qualifications.*

(1) Counselors will be part-time or seasonal employees of the Department.

(2) Counselors working with children must be age 18 or older.

(3) Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.

(4) Counselors must relate to children with courtesy, respect, tolerance, and patience.

(5) Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.

(6) Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

(d) *Counselor Responsibilities.*

(1) Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

(2) Counselors will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.

(3) Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

(e) *Training/Orientation.*

(1) The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.

(2) Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.

(3) Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.

(4) Program employees will be trained in appropriate procedures to handle emergencies.

(5) Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.

(6) Program employees will be required to sign an acknowledgement that they received the required training.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-89. Operations.

(a) *Staff-Participant Ratio.*

(1) The standard ratio of Program participants to employees will be 15 to one. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.

(2) Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

(b) *Discipline.*

(1) Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

(2) There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.

(3) Program employees may use brief, supervised separation from the group if necessary.

(4) As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

(5) A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.

(6) In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

(c) *Programming.*

(1) Program employees will attempt to provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

(2) Program employees will attempt to provide indoor and outdoor time periods that include:

a. Alternating active and passive activities;

b. Opportunity for individual and group activities; and

c. Outdoor time each day weather permits.

(3) Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.

a. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.

b. Program employees must have a written list of the participants in the Program group and must check the roll frequently.

c. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

(d) *Communication.*

(1) The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.

(2) The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees:

a. City ambulance or emergency medical services;

b. City Police Department;

c. City Fire Department;

d. The Addison Athletic Club front desk; and

e. Numbers at which parents may be reached.

(e) *Transportation.*

(1) Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.

(2) First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

(3) Program employees will carry a cell phone at all times.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-90. Facility standards.

(a) *Safety.*

(1) Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.

(2) Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

(3) Program equipment and supplies must be safe for the participants' use.

(4) Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

(b) *Fire.*

(1) In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.

(2) The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Assistant Director of Recreation who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.

(3) The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.

(4) Fire drills will be initiated at Program Sites based on the following schedule:

a. Summer Camp Program: A fire drill twice during the session.

b. Spring Break Camp Program: A fire drill once during the session.

c. Other Programs: A fire drill at least once during the session.

(c) *Health.*

(1) *Illness or Injury.*

a. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.

b. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

c. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

d. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

(2) Program employees will administer medication (limited only to an epinephrine pen (auto-injector) and an asthma inhaler) to participants only if:

a. Parent(s) complete and sign a medication form provided by the Town (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.

b. The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

(3) *Toilet Facilities.*

a. The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.

b. An appropriate and adequate number of lavatories will be provided.

(4) *Sanitation.*

a. The Program facilities will have adequate light, ventilation, and heat.

b. The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

c. Program employees will see that garbage is removed from buildings daily.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Chapter 58 PARKS AND RECREATION[1]

ARTICLE I. IN GENERAL

Sec. 58-1. Definitions.

The following words, terms and phrases when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AAC means Addison Athletic Club, which is located at 3900 Beltway Drive, Addison, Texas.

Addison membership card means a photographic identification card issued by the Town to persons upon showing proof of Town residency as provided in Section 58-67, and payment of the fee, if any.

Adopted Plan refers to the Parks, Recreation and Open Space Plan, adopted in April 2019; a copy is on file in the office of the City Secretary.

Director means the Director of Parks and Recreation for the Town or his designee.

Dependent is an individual linked to a primary membership account at the Addison Athletic Club. The primary member has legal guardianship of the dependent.

Fitness Training means fitness instruction for compensation of one or more persons either by an individually paid trainer or a trainer employed by a for-profit entity.

League Play means an organized group of people that regularly practice and/or play an organized sport.

Neighborhood Gathering is an event produced by a community based, Homeowner's Association (HOA) or neighborhood group for the benefit of their members and does not require use of parking.

Organized Sport means any game, competition, or practice which is played by three or more persons and is carried out under an agreed set of rules.

Park Use Permit is a permit that is issued by the Department of Parks and Recreation upon application and approval for group gatherings or neighborhood gatherings of more than 20 but less than 100 people.

Park Property means any park, athletic facility, reservation, playground, recreation center or any other area in the Town, owned or used by the Town and devoted to active or passive recreation, but is not acquired or designated by the Town for use as a public park. Park Properties are identified in the Parks, Recreation and Open Space Plan. The Plan also classifies parks in the following categories: Destination Park, Community Facility, Urban Park, Neighborhood Park and Greenbelt Trail.

Town means the Town of Addison, Texas.

[1]Charter reference(s)—Acquisition of land for park purposes, § 11.22.

Cross reference(s)—Environment, ch. 34; streets, sidewalks and other public places, ch. 70.

State law reference(s)—General authority relative to parks, V.T.C.A., Local Government Code ch. 331 .

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Town Park means that area designated by the Town as a park located south of Sidney Drive and west of Woodway Drive.

User means any authorized person to be present on Park Property other than Town employees.

(Code 1982, § 10.1-1; Ord. No. 018-004, § 2, 2-13-18)

Cross reference(s)—Definitions generally, § 1-2.

Secs. 58-2—58-30. Reserved.

ARTICLE II. USE OF PUBLIC PARKS

Sec. 58-31. Chapter applicable to all municipal park properties.

Unless otherwise specified, the terms of this chapter shall apply to all Park Property.

(Code 1982, § 10.1-2)

Sec. 58-32. Request by Director to stop or leave.

When the Director or the Director's designee, in his sole discretion and judgment, determines that a person is behaving in a manner or is performing an act which is likely to endanger or is endangering the health, safety or welfare of himself or of other users, guests, employees of the Town or other persons, the Director or the Director's designee may ask the person to cease his activity. Upon the person's refusal to so cease, or upon his resumption of such activity or similar activity, the Director or the Director's designee may ask such person to leave the Park Property. It is unlawful and an offense to disobey a lawfully issued order of the Director or the Director's designee.

(Code 1982, § 10.1-12; Ord. No. 018-004, § 3, 2-13-18)

State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-33. Confiscation of certain articles.

The Director may confiscate and hold any sharp, pointed object or any article which is inappropriate to the use of Park Property and equipment or which may cause injury. Such article will be returned to the person upon his departure from Park Property.

(Code 1982, § 10.1-13)

Sec. 58-34. Hours of operation; loitering prohibited.

Normal operating hours of Park Property shall be from 5:00 a.m. to 11:00 p.m. every day of the year. Any Park Property or section thereof may be declared closed to the public by the Director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), as the Director shall find reasonably necessary. No person shall remain, stay, or loiter in or on any Park Property between the hours of 11:00 p.m. and 5:00 a.m. No person shall sleep overnight on the seats, benches, couches or other areas on Park Property.

(Code 1982, § 10.1-7; Ord. No. 018-004, § 3, 2-13-18)

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State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-35. Closed areas.

No person on Park Property shall enter an area posted as "Closed to the Public" nor shall any person use any area in violation of posted notices.

(Code 1982, § 10.1-9)

State law reference(s)—Trespass, V.T.C.A., Penal Code § 30.05 .

Sec. 58-36. Vending and peddling prohibited.

No person on Park Property shall expose or offer for sale any article, service or thing, nor shall they station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. No Fitness Training is allowed on Park Properties unless the Fitness Training has applied for and been approved by the Department of Parks and Recreation as an outdoor vendor. Concessionaires acting by and under the express written authority and regulation of the Director are excepted.

(Code 1982, § 10.1-8)

Cross reference(s)—Peddlers, solicitors and handbill distributors, § 22-61 et seq.

Sec. 58-37. Disfiguration and removal prohibited.

No person on Park Property shall willfully mark, deface, disfigure, injure, tamper with, or displace or remove, any building, tables, benches, railings, paving or paving materials, water lines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts or other boundary markers, recreation sporting goods, towels, weight training equipment and other health or athletic equipment or accessories, trees or landscaping materials, televisions, furniture, carpet or other structures or equipment, facilities or Park Property or appurtenances whatsoever, either real or personal.

(Code 1982, § 10.1-3)

State law reference(s)—Criminal mischief, V.T.C.A., Penal Code § 28.03 .

Sec. 58-38. Littering prohibited.

No person shall deposit or leave in or on any Park Property any glass, bottles, broken glass, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No such refuse or trash shall be placed or left anywhere on the grounds thereof, but shall be placed in the proper receptacles, where provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the Park Property by the person responsible for its presence, and properly disposed of elsewhere.

(Code 1982, § 10.1-4)

Cross reference(s)—Solid waste, ch. 66.

State law reference(s)—Litter control, V.T.C.A., Health and Safety Code ch. 365 .

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Sec. 58-39. Alcoholic beverages prohibited.

Service, dispensing, use, consumption, and/or possession of alcoholic beverages is prohibited at all times on Park Properties except as allowed by the city council.

(Code 1982, § 10.1-5)

Cross reference(s)—Alcoholic beverages, ch. 6.

Sec. 58-40. Parking.

No person shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with any posted directions in such established or designated parking area and with the instructions of any attendant who may be present.

(Code 1982, § 10.1-6)

Cross reference(s)—Traffic and vehicles, ch. 78.

Sec. 58-41. Games.

No person on Park Property shall take part in any games involving thrown or otherwise propelled objects, including but not limited to golf balls, stones, arrows, javelins, or model airplanes, except in areas specifically designated for such forms of recreation. The playing of rough or comparatively dangerous games, including but not limited to football, baseball, soccer, hockey, or any other Organized Sport is prohibited except on the fields and courts or areas specifically designated for such games.

League Play is prohibited on all Park Property except for those League Play that have applied for and been approved by the Department of Parks and Recreation. Any approved League Play must abide by all rules and regulations of the Department of Parks and Recreation, including but not limited to, days of League Play, time of League Play, and any insurance requirements. Approved League Play is only permitted on Park Property specifically designated for Organized Sports. Per Addison's License Agreement with Dallas Independent School District (DISD), Addison may not facilitate League Play at Bush Elementary.

(Code 1982, § 10.1-10)

Sec. 58-42. Prohibited conduct generally; enforcement.

(a) In the interest of the public health, safety and welfare, each of the following enumerated acts is forbidden and unlawful on Park Property:

(1) Cursing, swearing or using indecent language.

(2) Creating a disturbance or unnecessary or boisterous noises.

(3) Taking or permitting dogs or other pets within the Park Property unless on a leash.

(4) Climbing fences.

(b) Enforcement. The Director and/or the Town's Police Department shall, in connection with their duties, diligently enforce the provisions of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended. The Director and/or the Town's Police Department shall have the authority to eject from Park Property any person acting in violation

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of this Chapter, as it exists or may be amended, or any other ordinances applicable to parks and recreation usage, as it/they exist or may be amended.

(Code 1982, § 10.1-11; Ord. No. 018-004, § 3, 2-13-18)

Sec. 58-43. Group Gatherings.

(a) Group gatherings or Neighborhood Gatherings of more than 20 but less than 100 people on Park Property must obtain a Park Use Permit. All applications for a Park Use Permit must be submitted to the Director, or their designated representative, for review and either approval or denial. Group gatherings or Neighborhood Gatherings of more than 100 people will require a Special Events Permit.

(b) Park Use Permit Requirements:

(i) Applicant must be a current Addison resident or a business located in Addison, with the exception of a request to use a Destination Park.

(ii) Group gatherings are only allowed between the hours of 8:00 a.m. and 8:00 p.m.

(iii) Applicable to Parks classified as Destination Parks, Urban Parks, Neighborhood Parks, or Les Lac Pavilion in the Adopted Plan. Only Neighborhood Gatherings, that do not require parking, are allowed in Neighborhood Parks except for Les Lac Pavilion where parking is provided.

(iv) Destination Parks permits will only be issued 30 days, or less, in advance. All other permits may be issued 6 months in advance.

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(c) Fees:

(i) Addison Residents - $150.00 refundable deposit

(ii) Addison Businesses - $150.00 refundable deposit plus $75 for the first 3 hours of use. Each additional hour will be $25 per hour.

(iii). Non-Addison Resident or Business (Destination Park Only) - $150 refundable deposit plus hourly rate that correlates with Special Events Rental Rates for Destination Parks. Refer to Special Events Permit for rates.

(iii) An inspection fee of $25.00 will be required for any equipment that must be staked in the ground.

(d) Rules

(i) Applicant is responsible for:
(1) Printing and displaying the permit;
(2) Damage;
(3) Clean-up and off-site disposal of garbage; and
(4) Ensuring compliance with any and all provisions of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.

(ii) A Park Use Permit is for a specific area of the Park Property. The Park Property shall remain open for public use.

(iii) Application must identify all portable items, including but not limited to, music, games, and food trucks. Separate approval is required for the set-up of any such portable item.

(e) Enforcement. The Director of Parks and Recreation and/or their designee and/or the Town's Police Department, shall have the authority to enforce the provisions of this chapter.

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(f) Offenses.

(i) A person commits an offense if the person commences or conducts a group gathering or Neighborhood Gathering of more than 20 but less than 100 people:
(1) Without a Park Use Permit; or
(2) In violation of any provision of a Park Use Permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.

(ii) A culpable mental state is not required for the commission of an offense under this section.

(g) Penalty.

(i) An offense is punishable by:
(1) a fine not to exceed $500.00;
(2) loss of deposit; and/or
(3) actual costs of damages including remediation costs.

Secs. 58-44—58-65. Reserved.

ARTICLE III. ADDISON ATHLETIC CLUB ~~AND TRINITY CHRISTIAN ATHLETIC COMPLEX~~

Sec. 58-66. Use restricted to members and guests.

The use of the grounds, facilities and equipment of the AAC is restricted to current members of AAC and guests of such members of the AAC. Only bona fide residents of the Town and their Dependents, ages three months through 18, shall be eligible to become members of the AAC. Dependents 18 through 23 years of age may remain on their parents' or legal guardian's membership application, as Dependents, if enrolled as full-time college students. Proof of full-time college enrollment may be accepted in place of the minimum requirements listed below. Employees of the Town may become conditional members of the AAC upon the terms and conditions established by the Director. Minimum membership requirements include the following:

(1) A valid state department of public safety driver's license or state department of public safety identification card which shows a current residential address within the corporate limits of the Town;

(2) A current document such as a utility bill, vehicle registration, voter's registration, credit card statement, vehicle insurance, or other document, as approved by the director, which shows the same address as in (1) above; and

(3) If an applicant is living in an apartment, a signed leasing office verification form from the owner or manager of the apartment.

The Director may require additional information if deemed necessary. Birth certificates of Dependent children or guardianship documents may be requested in order to establish age and guardianship of Dependents. Exceptions to the minimum membership requirements listed above shall only be made for: (i) residents participating in the Texas Department of Public Safety Confidentiality Program; or (ii) residents who are active military. The Town may request documentation from a resident to support these exceptions.

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Individuals with a Town business address or hotel address, including extended stay, are not eligible for membership. Owners of residential properties are not eligible for membership unless they currently reside on the property or at another Town residence.

(Code 1982, § 10.1-15; Ord. No. 003-006, § 1A, 3-11-03; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-67. Process for membership.

Any adult person who is a current resident of the Town may make an application at the AAC for membership on an application form prescribed by the Town. Upon presentation of proof of residency as required in Section 58-66 and upon completion of the application process to the satisfaction of the Town and payment of fees, if any, the applicant will be issued a photograph membership card. After issuance of a membership card, memberships shall be renewed annually with proof of current residency.

Code 1982, § 10.1-16; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-68. False representation of residency prohibited.

It is unlawful and an offense for a person to knowingly make a false representation on any document or to present to Town employees any document containing false information in order to gain membership in the AAC. It is unlawful and an offense for a person to knowingly give false verification of residency of a tenant of rental property to Town employees in order for the tenant to gain membership in the AAC.

(Ord. No. 1982, § 10.1-17; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-69. Failure to exhibit membership card.

Members of the AAC shall present Town membership cards upon request by the Director or the Police Department. Failure to produce and exhibit such card may result in ejection from the AAC.

(Code 1982, § 10.1-18; Ord. No. 018-004, § 4, 2-13-18)

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Sec. 58-70. Fees.

A nonrefundable fee for processing the application for AAC membership shall be charged at the time of application or reapplication. The amount of the fee shall be determined by the City Council. Additional fees associated with the use of the AAC are listed below:

Recreation Fee Schedule		
Membership Fees		
One-Time Membership Administrative Fee	$10.00	Nonrefundable
Replacement ID Card	$10.00	
Children's Activity Center (CAC)		
CAC Drop In	$1.00	
CAC Punch Pass - 15 Punches	$10.00	
Late Pick Up Fee		
1 to 14 minutes	$10.00	
15 to 29 minutes	$20.00	

30 to 59 minutes	$50.00	
Group Exercise Classes		
3-Months	$75.00	
3-Months 50 Plus	$37.50	
15 Punch Pass	$40.00	
15 Punch Pass 50 Plus	$20.00	
Drop in Group Exercise	$4.00	
Drop in Group Exercise 50 Plus	$2.00	
Summer Camp		
Weekly Fee	$125.00	
Late Pick Up Fee		
1 to 14 minutes	$10.00	
15 to 29 minutes	$20.00	
30 to 59 minutes	$50.00	
Miscellaneous Fees		
Small Towel Rental	$0.25	
Large Towel Rental	$0.50	
Towel Punch Pass	$15.00	
Lost Large Towel	$14.00	
Lost Small Towel	$5.00	
Outdoor Pool Guest Fee	$3.00	
Guest Fee Ages 15 and Older	$8.00	
Guest Fee Ages 8-14	$4.00	
Guest Fee Ages Under 7 years old	$2.00	
Lost Key	$10.00	
Independent Contractor Reimbursement	20%	
Equipment Replacement/Damage	Based on replacement or repair cost	
NSF Check Fee	$35.00	
Pavilion Rental Outdoor Pool (maximum 4 hours)		
Refundable Deposit	$50.00	
20 people	$50.00/hour	
21 to 30 people	$75.00/hour	
Pavilion Rental Les Lacs Park: Resident (maximum 3 hours)		
Refundable Deposit	$150.00	
3-hour maximum	$0.00	
Pavilion Rental Les Lacs Park: Business (maximum 8 hours)		
Refundable Deposit	$150.00	
First 3 hours	$75.00	
Each additional hour up to max of 8	$25.00	
Other Program Fees		
50 Plus Trips and Programs	Fees Vary	
Children's Programs	Fees Vary	
Fitness and Adult Programs	Fees Vary	

(Code 1982, § 10.1-19; Ord. No. 018-004, § 4, 2-13-18)

Sec. 58-71. Enforcement.

(a) *Ejection from the AAC.* The Director and Town's Police Department shall have the authority to eject from the AAC any person acting in violation of this Chapter or any person whose membership in AAC has been suspended or revoked.

(b) *Revocation and suspension of membership.* Membership in the AAC is a privilege and not a right, which privilege is revocable by the Director at any time for any reason including the violation of or failure to comply with the terms of this Chapter or any administrative policies, procedures or regulations concerning the AAC or Park Property. Written notice of such suspension or revocation shall be mailed by certified mail or delivered to the member. The suspension or revocation is effective immediately upon issuance of the notice. The member has the right to appeal such suspension or revocation to the City Manager or his designee within ten days from the member's receipt of the notice.

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(Code 1982, § 10.1-20; Ord. No. 018-004, § 4, 2-13-18)

Secs. 58-72—58-85. Reserved.

ARTICLE IV. YOUTH RECREATION PROGRAMS

DIVISION 1. ELEMENTARY AGE (5—13) RECREATION PROGRAMS[2]

Sec. 58-86. Standards of care.

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages five through 13) recreation Programs operated by the Town of Addison Recreation Department, including, without limitation, any summer camp program and any spring break program. The Programs are not licensed by the State of Texas and shall not be advertised as a child-care facility.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-87. General administration.

(a) *Organization.*

(1) The governing body of the Youth Programs is the City Council of the Town of Addison, Texas.

(2) Implementation of the Youth Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.

[2]Editor's note(s)—Ord. No. 020-30, adopted May 26, 2020 , amended Div. 1 in its entirety to read as herein set out. Former Div. 1 pertained to the same subject matter, and derived from Ord. No. 019-12, adopted April 9, 2019 .

(3) These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program and Spring Break Program.

(4) Each Program Site will have available for public and staff review a current copy of the Standards of Care.

(5) Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.

(6) Criminal background checks will be conducted on prospective Program employees. If results of a criminal background check indicate that a prospective Program employee has been arrested, charged with, or convicted of any of the following offenses, the prospective Program employee will not be considered for employment:

a. A felony or a misdemeanor classified as an offense against a person or family member;

b. A felony or misdemeanor classified as public indecency;

c. Any offense for which a person is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure;

d. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;

e. Any offense involving moral turpitude;

f. Any offense that would, in the Director's sole opinion, potentially put youth participants or the City at risk.

(b) *Definitions.* For purposes of these Standards of Care, the following words shall have the respective meanings ascribed to them:

Assistant Director of Recreation means a full-time Department employee and who oversees the Program Coordinator and the operation of all Programs.

City means the Town of Addison, Texas.

City Council means the City Council of the City.

Department means the Parks and Recreation Department of the City.

Director means the Parks and Recreation Department Director of the City or his or her designee.

Employee(s) means people who have been hired to work for the Town of Addison and have been assigned responsibility for managing, administering, or implementing some portion of a Program.

Parent(s) means one or both parent(s) or adults who have legal custody and authority to enroll their child(ren) in a Program.

Participant means a youth whose parent(s) have completed all required registration procedures and determined to be eligible for a Program.

Program Coordinator or *Coordinator* means a full-time Department employee who is a recreation coordinator and has been assigned administrative responsibility for the Programs.

Program Manual means a notebook of policies, procedures, required forms, and organizational and programming information relevant to each Program.

Program Site means area and facilities where a Program is held, consisting of the Addison Athletic Club, 3900 Beltway Drive, Addison, Texas 75001.

Program Summer Camp Counselor or *Counselor* means a Department part-time or seasonal employee who has been assigned responsibility by the Assistant Director of Recreation to implement the City's Summer Camp Program.

Programs means all (and Program means any of the) elementary age (ages five through 13) recreation programs operated by the Department, including, without limitation, the City Summer Camp Program (Summer Camp Program) and the City Spring Break Camp Program (Spring Break Program).

(c) *Inspections/Monitoring/Enforcement.*

(1) A written inspection report will be prepared by the Program Coordinator each month to confirm the Standards of Care are being adhered to.

a. Each monthly inspection report will be sent by the Program Coordinator to the Assistant Director of Parks and Recreation for review and kept on record in accordance with the City's records retention policy.

b. The Assistant Director of Parks and Recreation will review the report and establish deadlines and criteria for compliance with the Standards of Care where failure to comply is determined.

(2) The Assistant Director of Parks and Recreation will make visual inspections of the Programs based on the following schedule:

a. The Summer Camp Program will be inspected a minimum of two times during the Summer Camp Program's schedule.

b. The Spring Break Camp Program will be inspected at least once during the Spring Break Camp Program schedule.

c. Each other Program will be inspected at least once each week during the schedule for the Program.

(3) Complaints regarding enforcement of the Standards of Care will be directed to the Coordinator. The Coordinator will be responsible to take the necessary steps to address any complaints and to resolve the problem(s), if any. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded in writing by the Coordinator. All complaints regarding enforcement of the Standards of Care where a deficiency is determined will be forwarded to the Assistant Director of Parks and Recreation, with the complaint and the resolution noted.

(d) *Enrollment.* Before a child can be enrolled in a Program, the parents must sign Registration forms that contain the following information about the child:

(1) Name, address, home telephone number;

(2) Name and address of parent(s) and telephone number(s) during Program hours;

(3) The names and telephone numbers of people to whom the child can be released;

(4) A statement of the child's physical health, including a physician's signed statement and current immunization (shot) records, detailing any special problems or needs of the child;

(5) Proof of residency within the City when appropriate; and

(6) A fully executed liability waiver and release.

(e) *Suspected Abuse.* Program employees will report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where an employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the Assistant Director of Parks and Recreation. The Assistant Director of Parks and Recreation will then immediately notify the Director, the City Police Department, and any other agency as may be appropriate.

Texas state law requires the employees of the Programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fines up to $1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-88. Staffing—Responsibilities and training.

(a) *Program Coordinator Qualifications.*

(1) The Coordinator will be a full-time, professional employee of the Department.

(2) The Coordinator must be at least 21 years old.

(3) The Coordinator must have received a bachelor's degree from an accredited college or university. Acceptable degrees include:

a. Recreation Administration or General Recreation;

b. Physical Education; and

c. Any other comparable degree plan or experience that would lend itself to working in a public recreation environment.

(4) The Coordinator must have at least two years' experience planning and implementing recreational activities.

(5) The Coordinator must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

(6) The Coordinator must have successfully completed a course in first aid and cardio pulmonary resuscitation (CPR) based on either American Heart Association or American Red Cross standards.

(b) *Coordinator's Responsibilities.*

(1) The Coordinator is responsible to administer the Programs' daily operations in compliance with the adopted Standards of Care.

(2) The Coordinator is responsible to recommend for hire, supervise, and evaluate Program seasonal employees.

(3) The Coordinator is responsible to plan, implement, and evaluate Programs.

(c) *Program Summer Camp Counselor Qualifications.*

(1) Counselors will be part-time or seasonal employees of the Department.

(2) Counselors working with children must be age 18 or older.

(3) Counselors must be able to consistently exhibit competency, good judgment, and self-control when working with children.

(4) Counselors must relate to children with courtesy, respect, tolerance, and patience.

(5) Counselors must have successfully completed a course in first aid and CPR based on either American Heart Association or American Red Cross standards.

(6) Counselors must pass a background investigation, including testing for alcohol and illegal and unauthorized drugs.

(d) *Counselor Responsibilities.*

(1) Counselors will be responsible to provide Program participants with an environment in which they can feel safe, can enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.

(2) Counselors will be responsible to know and follow all City, Department, and Program standards, policies, and procedures that apply to the Program.

(3) Counselors must ensure that Program participants are released only to a parent or an adult designated by the parent. The Program Site will have a copy of the approved plan to verify the identity of a person authorized to pick up a Program participant if that person is not known to the Counselor.

(e) *Training/Orientation.*

(1) The Department is responsible for providing training and orientation to Program employees working with children and for specific job responsibilities. The Coordinator will provide each Counselor with a Program manual specific to the applicable Program.

(2) Program employees must be familiar with the Standards of Care for Program operation as adopted by the City Council.

(3) Program employees must be familiar with the Program's policies, including discipline, guidance, and release of Program participants as outlined in the Program Manual.

(4) Program employees will be trained in appropriate procedures to handle emergencies.

(5) Program employees will be trained in areas including City, Department, and Program policies and procedures, provision of recreation activities, safety issues, and organization goals.

(6) Program employees will be required to sign an acknowledgement that they received the required training.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-89. Operations.

(a) *Staff-Participant Ratio.*

(1) The standard ratio of Program participants to employees will be 15 to one. In the event an employee assigned to a Program is unable to report to the Program Site, a replacement will be assigned.

(2) Each participant shall have a Program employee who is responsible for the participant and who is aware of the participant's habits, interests, and any special problems as identified by the participant's parent(s) during the registration process.

(b) *Discipline.*

(1) Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.

(2) There must be no cruel, harsh or corporal punishment or treatment used as a method of discipline.

(3) Program employees may use brief, supervised separation from the group if necessary.

(4) As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign discipline reports to indicate they have been advised about specific problems or incidents.

(5) A sufficient number and/or severe nature of discipline reports as detailed in the Program Manual may result in a participant being suspended or removed from the Program or all Programs.

(6) In instances where there is a danger to participants or employees, offending participants will be removed from the Program Site as soon as possible.

(c) *Programming.*

(1) Program employees will attempt to provide activities for each Program group according to the participants' ages, interests, and abilities. The activities must be appropriate to participants' health, safety, and well-being. The activities also must be flexible and promote the participants' emotional, social, and mental growth.

(2) Program employees will attempt to provide indoor and outdoor time periods that include:

a. Alternating active and passive activities;

b. Opportunity for individual and group activities; and

c. Outdoor time each day weather permits.

(3) Program employees will be attentive and considerate of participants' safety on field trips and during any transportation provided by the Program.

a. During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.

b. Program employees must have a written list of the participants in the Program group and must check the roll frequently.

c. Program employees must have first aid supplies and a guide to first aid and emergency care available on field trips.

(d) *Communication.*

(1) The Program Site will have a cell phone to allow the Program employees to be contacted by Department recreation employees and vice versa.

(2) The Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees:

a. City ambulance or emergency medical services;

b. City Police Department;

c. City Fire Department;

d. The Addison Athletic Club front desk; and

e. Numbers at which parents may be reached.

(e) *Transportation.*

(1) Before a participant may be transported to and from City-sponsored activities, a transportation form, completed by the parent of the participant, must be filed with the Coordinator.

(2) First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.

(3) Program employees will carry a cell phone at all times.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Sec. 58-90. Facility standards.

(a) *Safety.*

(1) Program employees will inspect Program Sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants.

(2) Buildings, grounds, and equipment on the Program Site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.

(3) Program equipment and supplies must be safe for the participants' use.

(4) Program employees must have first aid supplies readily available at the Program Site, during transportation to an off-site activity, and for the duration of any off-site activity.

(b) *Fire.*

(1) In case of fire, danger of fire, explosion, or other emergency, Program employees' first priority is to evacuate the participants to a designated safe area.

(2) The Program Site will have an annual fire inspection by the local Fire Marshal, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Assistant Director of Recreation who will review and establish deadlines and criteria for compliance if any deficiencies or concerns are determined to exist.

(3) The Program Site must have at least one fire extinguisher readily available to all Program employees. All Program employees will be trained in the proper use of fire extinguishers.

(4) Fire drills will be initiated at Program Sites based on the following schedule:

a. Summer Camp Program: A fire drill twice during the session.

b. Spring Break Camp Program: A fire drill once during the session.

c. Other Programs: A fire drill at least once during the session.

(c) *Health.*

(1) *Illness or Injury.*

a. A participant who is considered to be a health or safety concern to other participants or employees will not be admitted to a Program.

b. Illnesses and injuries will be handled in a manner to protect the health of all participants and employees.

c. Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the Program Manual.

d. Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

(2) Program employees will administer medication (limited only to an epinephrine pen (auto-injector) and an asthma inhaler) to participants only if:

a. Parent(s) complete and sign a medication form provided by the Town (to include, among other things, an indemnity and hold harmless provision, and a waiver and release provision) that provides authorization for Program employees to dispense the medication, with details as to time and dosages.

b. The medication is in its original container labeled with the participant's name, a date, directions, and the physician's name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the medication's expiration date.

Program employees will not administer any other medication.

(3) *Toilet Facilities.*

a. The Program Site will have inside toilets located and equipped so participants can use them independently and Program employees can supervise as needed.

b. An appropriate and adequate number of lavatories will be provided.

(4) *Sanitation.*

a. The Program facilities will have adequate light, ventilation, and heat.

b. The Program will have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.

c. Program employees will see that garbage is removed from buildings daily.

(Ord. No. 020-30, § 2(Exh. A), 5-26-20 ; Ord. No. 021-12 , § 2(Exh. A), 4-13-21)

Council Meeting **10.**

Meeting Date: 12/14/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Appointing Four (4) Members to Serve on the Planning & Zoning Commission for Two-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

BACKGROUND:

Historically, the City Council reviews the standing board and commission memberships in the last quarter of each calendar year. Notifications were made to the community informing individuals interested in serving on the Planning and Zoning Commission to apply. The application deadline was Tuesday, November 30, 2021. All current Commission members were notified that their terms are expiring and were asked to complete and submit a new application indicating interest in serving. City Council members have been provided with a complete list of applicants and their respective applications.

The Planning & Zoning Commission has four (4) members with terms expiring on December 31, 2021. The table below indicates the Commissioners' with expiring terms and other important information. Commission members may serve up to three (3) consecutive two-year terms. The next term of office begins in January of 2022 and expires in December 2023.

PLACE	NAME	TERMS SERVED	APPOINTED BY
4	Robert Catalani	2	Braun
5	Eileen Resnik	2	Ward
6	Chris DeFrancisco	1	Chow
7	Tom Souers	2	Hughes/Wheeler

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Resolution - Planning & Zoning Appointments

Planning & Zoning Commission Membership
Planning & Zoning Commission - 2022 Applicant List

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING FOUR MEMBERS TO SERVE ON THE PLANNING & ZONING COMMISSION FOR A TWO-YEAR TERM COMMENCING JANUARY 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Planning & Zoning Commission is comprised of seven (7) members serving a two-year term; and

WHEREAS, the terms for the current Planning & Zoning Commission members serving in Place 4, Place 5, Place 6, and Place 7 will expire on December 31, 2021; and

WHEREAS, the City solicited applications from all residents of the City appointments to the City's Boards and Commissions.

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

SECTION 1. The following appointments are made to the Addison Planning & Zoning Commission to serve two-year terms ending on December 31, 2023 or until their successor is appointed and duly authorized to serve.

Place #	First Name	Last Name	Appt. By:
4			Braun
5			Ward
6			Chow
7			Wheeler

Current Place - Membership

Place #	First Name	Last Name	Termination Date	Appt.	Appt. By:
4	Robert	Catalani	12/31/2021	2	Braun
5	Eileen	Resnik	12/31/2021	2	Ward
6	Chris	DeFrancisco	12/31/2021	1	Chow
7	Tom	Souers	12/31/2021	2	Wheeler (Hughes)

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison,Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Planning Zoning Commission
12/1/2021

Place #	First Name	Last Name	Termination Date	Appt.	Appt. By:
1	Denise	Fansler	12/31/2022	1	Willensen
2	Nancy	Craig	12/31/2022	1	Quintanilla
3	John	Meleky	12/31/2022	3	Walden
4	Robert	Catalani	12/31/2021	2	Braun
5	Eileen	Resnik	12/31/2021	2	Ward
6	Chris	DeFrancisco	12/31/2021	1	Chow
7	Tom	Souers	12/31/2021	2	~~Hughes~~ WHEELER

2022 Application Listing - Planning Zoning Commission

#	First Name	Last Name	P&Z
1	Tyler	Sommers	1
2	Tom	Souers	1
6	James	Peck	1
12	Zoran	Arula	1
16	Richard	Teza	1
23	Marvin	Perez	1
32	Dudley	Watson	1
36	Judy	Lindloff	1
40	David	Collins	1
44	Jimmy	Barker	1
49	EJ	Copland	1
50	Gary	Krupin	1
27	Chris	DeFrancisco	1
42	Robert	Catalani	1
3	Adrienne	Wright	2
20	Jeanne	Dunlap	2
37	Meg	Ackermann	2
45	Daniel	Liscio	2
5	Bonnie	Somer	2
15	Suzanne	Schoenthaler	2
25	Shelia	Wooldridge	2
34	Colleen	Campbell	2
38	Katherine	Weeks	2
46	Lilly	Anyanwu	2
48	Megan	Bedera	2
17	Gail	LaVine	3

Presentation: December 14, 2021 Council Meeting

Council Meeting **11.**

Meeting Date: 12/14/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Appointing Four (4) Members to Serve on the Board of Zoning Adjustment for Two-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

BACKGROUND:

Historically, the City Council reviews the standing board and commission membership in the last quarter of each calendar year. Notifications were made to the community requesting interested individuals to submit applications for the Board of Zoning Adjustment. The application deadline was Tuesday, November 30, 2021. Members were notified that their positions were expiring and requested they indicate interest in serving again by submitting a complete application. A list of applicants and their respective applications have been provided to the City Council.

The Board of Zoning Adjustment (Board) has four (4) members with terms expiring this year. Individual appointed to the Board may serve up to three (3) consecutive two-year terms. The table below provides information related to the Board Members in Place 4, Place 5, Place 6 and Place 7 with terms that will expire in December 2021.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Resolution - Board of Zoning Adjustment Appointments

2021 Board of Zoning Adjustment Membership

Board of Zoning Adjustment - 2022 Applicant List

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING FOUR MEMBERS TO SERVE ON THE BOARD OF ZONING ADJUSTMENT FOR A TWO-YEAR TERM COMMENCING JANUARY 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Zoning Adjustment is comprised of seven (7) members serving a two-year term; and

WHEREAS, the terms for the current Board of Zoning Adjustment members serving in Place 4, Place 5, Place 6, and Place 7 will expire on December 31, 2021; and

WHEREAS, the City solicited applications from all residents of the City appointments to the City's Boards and Commissions.

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

SECTION 1. The following appointments are made to the Addison Board of Zoning Adjustment to serve two-year terms ending on December 31, 2023 or until their successor is appointed and duly authorized to serve.

Place #	First Name	Last Name	Terms Served	Appt. By
4				Braun
5				Ward
6				Chow
7				Wheeler

Current Place - Membership

Place #	First Name	Last Name	Terms Served	Appt. By
4	E.J.	Copeland	2	Braun
5	Jeanne	Dunlap	2	Ward
6	Gary	Krupkin	2	Chow
7	J.T.	McPherson	1	Wheeler (Hughes)

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison,Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Board of Zoning Adjustments
12/1/2021

Place #	First Name	Last Name	Appt. Date	Effective Date	Expiration	Appt #	Appt. By
1	Lary	Brown	12/8/2020	1/1/2021	12/31/2022	2	Willesen
2	Darren	Gardner	12/8/2020	1/1/2021	12/31/2022	1	Quintanilla
3	Jimmy	Niemann	12/8/2020	1/1/2021	12/31/2022	1	Walden
4	E.J.	Copeland	10/29/2019	1/1/2020	12/31/2021	2	Braun
5	Jeanne	Dunlap	10/29/2019	1/1/2020	12/31/2021	2	Ward
6	Gary	Krupkin	10/29/2019	1/1/2020	12/31/2021	2	Chow
7	J.T.	McPherson	10/29/2019	1/1/2020	12/31/2021	1	~~Hughes~~ **WHEELER**

2022 Application Listing - Board of Zoning Adjustment

#	First Name	Last Name	BZA
3	Adrienne	Wright	1
4	Juli	Branson	1
20	Jeanne	Dunlap	1
37	Meg	Ackermann	1
45	Daniel	Liscio	1
1	Tyler	Sommers	2
2	Tom	Souers	2
6	James	Peck	2
7	Thomas	Sours	2
12	Zoran	Arula	2
16	Richard	Teza	2
17	Gail	LaVine	2
23	Marvin	Perez	2
32	Dudley	Watson	2
36	Judy	Lindloff	2
40	David	Collins	2
44	Jimmy	Barker	2
49	EJ	Copland	2
50	Gary	Krupin	2
5	Bonnie	Somer	3
15	Suzanne	Schoenthaler	3
22	Nancy	Craig	3
25	Shelia	Wooldridge	3
34	Colleen	Campbell	3
38	Katherine	Weeks	3
46	Lilly	Anyanwu	3
48	Megan	Bedera	3

Presentation: December 14, 2021 Council Meeting

Council Meeting **12.**

Meeting Date: 12/14/2021

Department: City Secretary

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Appointing Individuals to Serve on the Community Partners Bureau for Three-Year Terms Commencing January 1, 2022 and Providing an Effective Date.**

BACKGROUND:

Historically, the City Council considers Community Partners Bureau (CPB) appointments during the last quarter of each calendar year. Notifications were made to the community informing individuals interested in serving on the CPB to apply. Current members were advised that their appointments would be expiring. A request was made to submit an application to serve on the respective board if they wished to continue service to their organization. The application deadline was Tuesday, November 30, 2021.

At the December 12, 2020 City Council meeting CPB appointments were presented for council action. However, no action was taken due a proposed re-write of the organization's policy and procedure. This item was passed and no action taken. On January 26, 2021 the CBP Policy was approved via Resolution No. R21-005. Appointments were made to the CBP in subsequent action and adopted as Resolution No. R21-007.

The attached Resolution allows the City council to appoint Place 1 (Woven Health Clinic) and Place 4 (The Dallas Cat Lady) to a full 3-year term if they so chose. Place 2 (The Family Place) has resigned, that position expires on 12/31/2022. Council can chose to appoint someone to the unexpired term or another date since the new policy authorizes individuals to be appointed to 1, 2, or 3 years with no term limits All committees have historically had staggered terms.

In addition, the Resolution acknowledges and names the organizations currently being funded through FY 2022-2023. This additional language would provide the City Council to make future additions or deletions to the organizations receiving funding in a future budget cycle.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Community Partners Bureau Appointments
Community Partners Bureau Membership
Community Partners Bureau - 2022 Applicant List

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING MEMBERS TO SERVE ON THE COMMUNITY PARTNERS BUREAU FOR A TERM COMMENCING JANUARY 1, 2022 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Community Partners Bureau (CPB) was established to work volunteers to serve as the Town's representative or liaisons to the non-profit organizations that the City provides grant funding; and

WHEREAS, the current organizations included in the Community Partners Bureau with funding in FY 2022-2023 Budget include the following organizations:

Dallas Cat Lady
Metrocrest Services
On Eagles Wings, Inc., dba Woven Health Clinic
The Steven A Cohen Military Family Clinic at Metrocare Services
The Family Place

WHEREAS, the CPB was initially created a policy for the CBP with Resolution No. R13-010. The policy was subsequently amended through Resolution Nos. R15-007, R17-48 and R21-005; and

WHEREAS, the City solicited applications from all residents of the City appointments to the City's Boards and Commissions.

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

SECTION 1. The findings set forth above are incorporated herein for all purposes and no additional non-profit organizations added to FY 2022-2023 Budget.

SECTION 2. The following appointments are made to the Addison Community Partners Bureau to serve for the following term as noted below or until their successor is appointed and duly authorized to serve.

Place	First Name	Last Name	NEW EXPIRATION DATE	Partner
1				Woven Health Clinic
2				The Family Place
4				Dallas Cat Lady

Current Place - Membership

Place	First Name	Last Name	Appt. Date	Expiration	Partner
1	Suzie	Oliver	1/1/2019	12/31/2021	Woven Health Clinic
2			1/26/2021	12/31/2022	The Family Place
4	Karen	Perry	1/26/2021	12/31/2021	Dallas Cat Lady

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison,Texas, on this the ***14th*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma G. Parker, City Secretary

COMMUNITY PARTNERS
12/1/2021

Place	First Name	Last Name	Appt. Date	Expiration	Partner	Resolution No.	Comments
1	Suzie	Oliver	1/1/2019	12/31/2021	Woven Health Clinic		
2			1/26/2021	12/31/2022	The Family Place	R21-007	Resigned A. Frampton
3	Fran	Powell	1/26/2021	12/31/2022	Metrocrest Services	R21-007	
4	Karen	Perry	1/26/2021	12/31/2021	Dallas Cat Lady	R21-007	
5	Stephanie	Baim	1/26/2021	12/31/2022	Metrocare Services	R21-007	

May serve 1, 2 or 3 years. There are no term limits. effective 1/26/2021

2022 Applicantion Listing - Community Partners Bureau

#	First Name	Last Name	CPB
5	Bonnie	Somer	1
15	Suzanne	Schoenthaler	1
25	Shelia	Wooldridge	1
34	Colleen	Campbell	1
38	Katherine	Weeks	1
46	Lilly	Anyanwu	1
48	Megan	Bedera	1
17	Gail	LaVine	1
8	Susan	Oliver	1
13	Precious Urenna	Onyewuchi	1
31	Karen	Perry	1
1	Tyler	Sommers	3
2	Tom	Souers	3
6	James	Peck	3
16	Richard	Teza	3
23	Marvin	Perez	3
36	Judy	Lindloff	3
50	Gary	Krupin	3
3	Adrienne	Wright	3
20	Jeanne	Dunlap	3
37	Meg	Ackermann	3
45	Daniel	Liscio	3

Presentaiton: December 14, 2021 Council Meeting

Council Meeting **13.**

Meeting Date: 12/14/2021

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for a 5.1-acre Property Located at the Southeast Corner of Spring Valley Road and Vitruvian Way, Currently Zoned Planned Development (PD) through Ordinance No. O07-034 (as amended), to Amend the Concept Plan and Providing for Approval of a Development Plan with Waivers to the Development Standards, Including but not Limited to, Street Build-To Line, Exterior Building Material and Building Color Standards for a Multi-Family Development Comprised of 85 Dwelling Units and Associated Amenity Space** Case 1839-Z/Vitruvian Townhomes.

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on November 16, 2021, voted to recommend approval of an ordinance amending Planned Development (PD) District Ordinance O07-034 (as amended) to approve a revised Concept Plan and provide for approval of a Development Plan and waivers to the Development Standards, including but not limited to, street build-to line, exterior building material and building color standards for a multifamily development comprised of 85 dwelling units and associated amenity space on a 5.1-acre property located at the southeast corner of Spring Valley Road and Vitruvian Way, subject to the following Development Standard waivers:

- The street build-to-line for Vitruvian Way may exceed 9 feet;
- The maximum number of façade materials may be four instead of three;
- Stucco façade materials shall be categorized as masonry construction;
- White shall be permitted and categorized as a primary façade color; and
- Masonry shall be a permitted alternative to wrought iron or metal fencing for patio enclosure construction.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers
Voting Nay: none
Absent: Fansler (recused)

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:
Administration recommends approval.

Attachments

1839-Z-Presentation
1839-Z-Ordinance
1839-Z-Staff Report
1839-Z-Plans

Vitruvian Park Concept Plan Amendment and Vitruvian Townhomes Development Plan (1839-Z)

Case 1839-Z Vitruvian Townhomes

LOCATION:

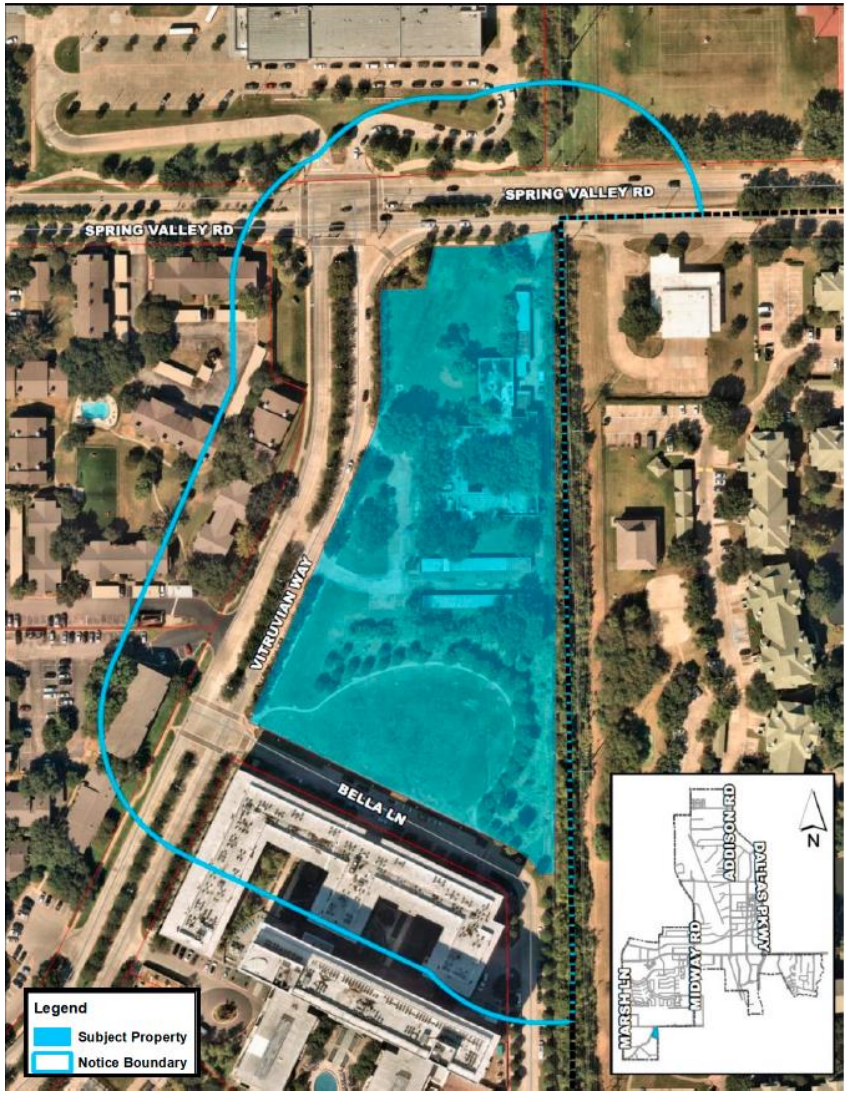
5.1 acres at the southeast corner of Spring Valley Road and Vitruvian Way and north of Bella Lane.

REQUEST:

Amendment of the Concept Plan for the Vitruvian Park neighborhood and approval of a Development Plan with waivers to the design standards for multi-family development.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed site and building design presented by the amended Concept Plan and associated Development Plan.



Case 1839-Z Vitruvian Townhomes



PROJECT HISTORY:

2007 – UDR acquired and rezoned 99-acres to PD

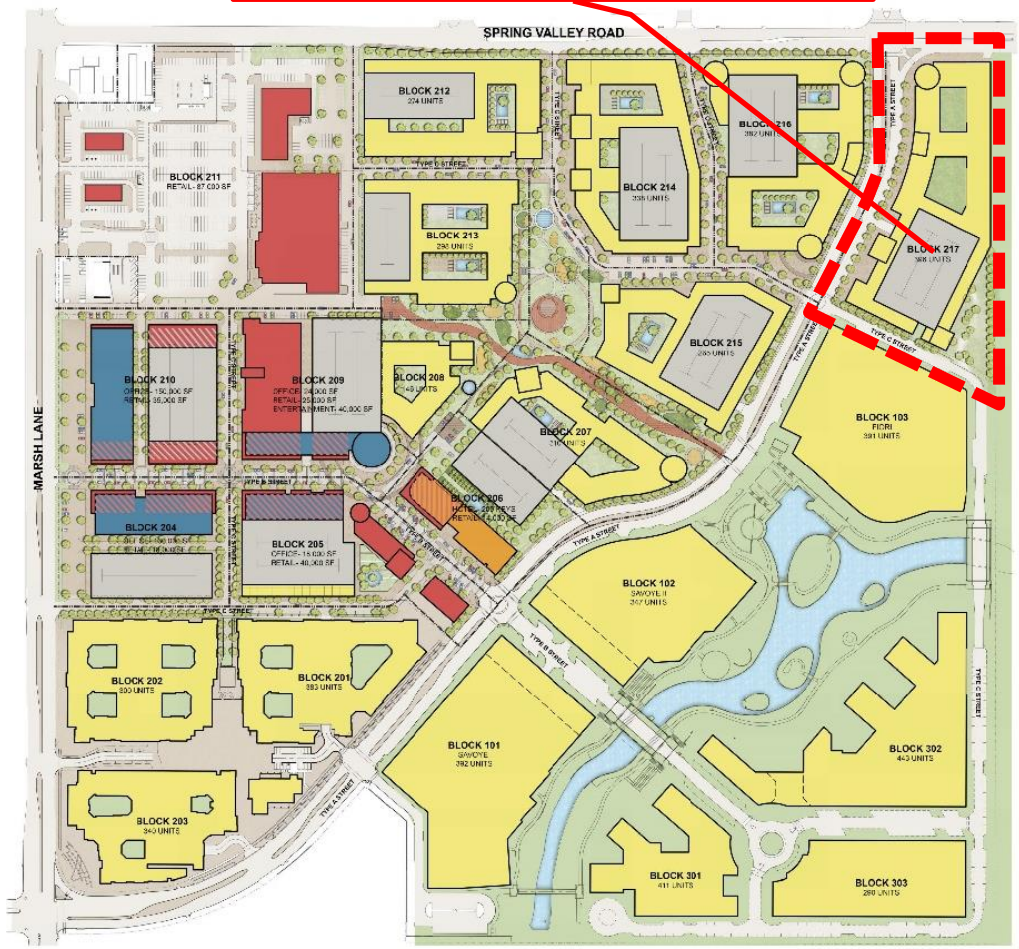
2013 – Amendment to PD to include 21.7 acres comprising the southeast corner of Spring Valley and Marsh (Brookhaven Village Shopping Center) and southeast corner of Spring Valley & Vitruvian Way (subject property)

2016 – Concept Plan amended to incorporate additional retail and office uses and development standards amended to allow for a revised concept plan.

Present – Concept Plan amendment to allow a reduction of density for a multi-family development (townhome form) on Block 217 and approval of Development Plans

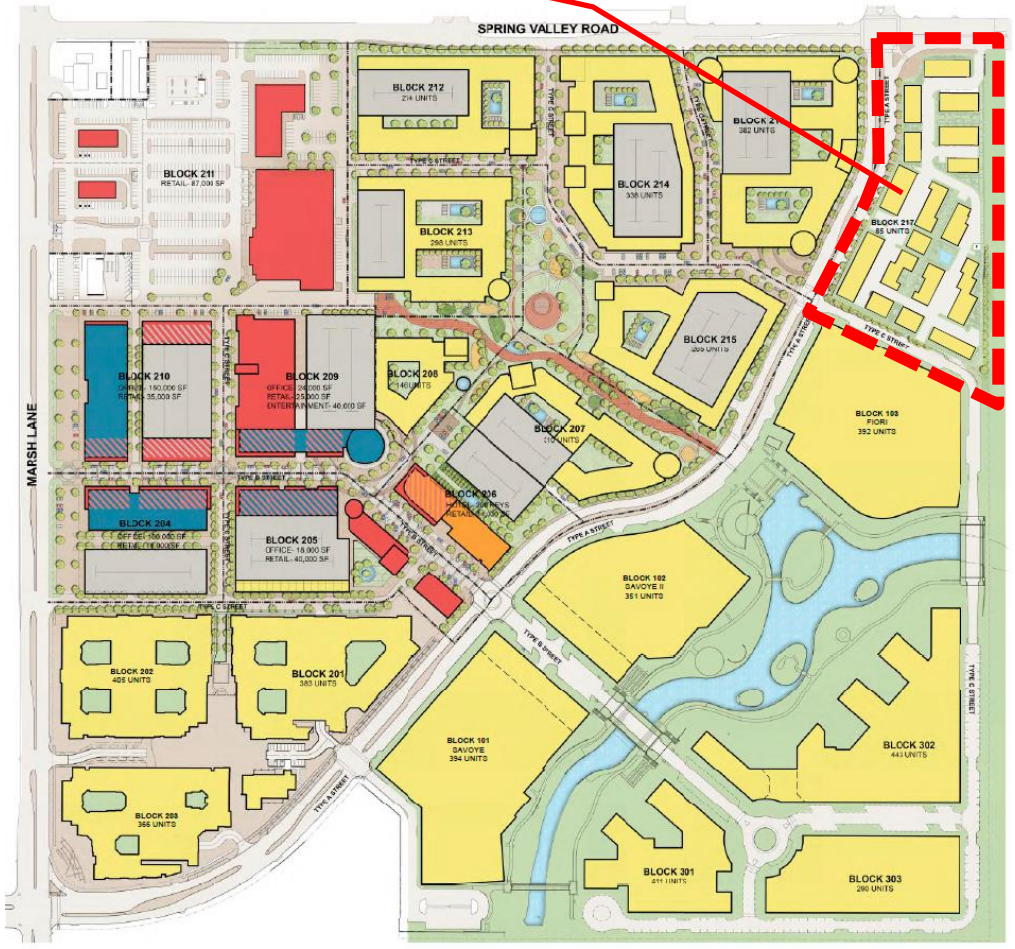
Case 1839-Z Vitruvian Townhomes

368 urban multifamily units



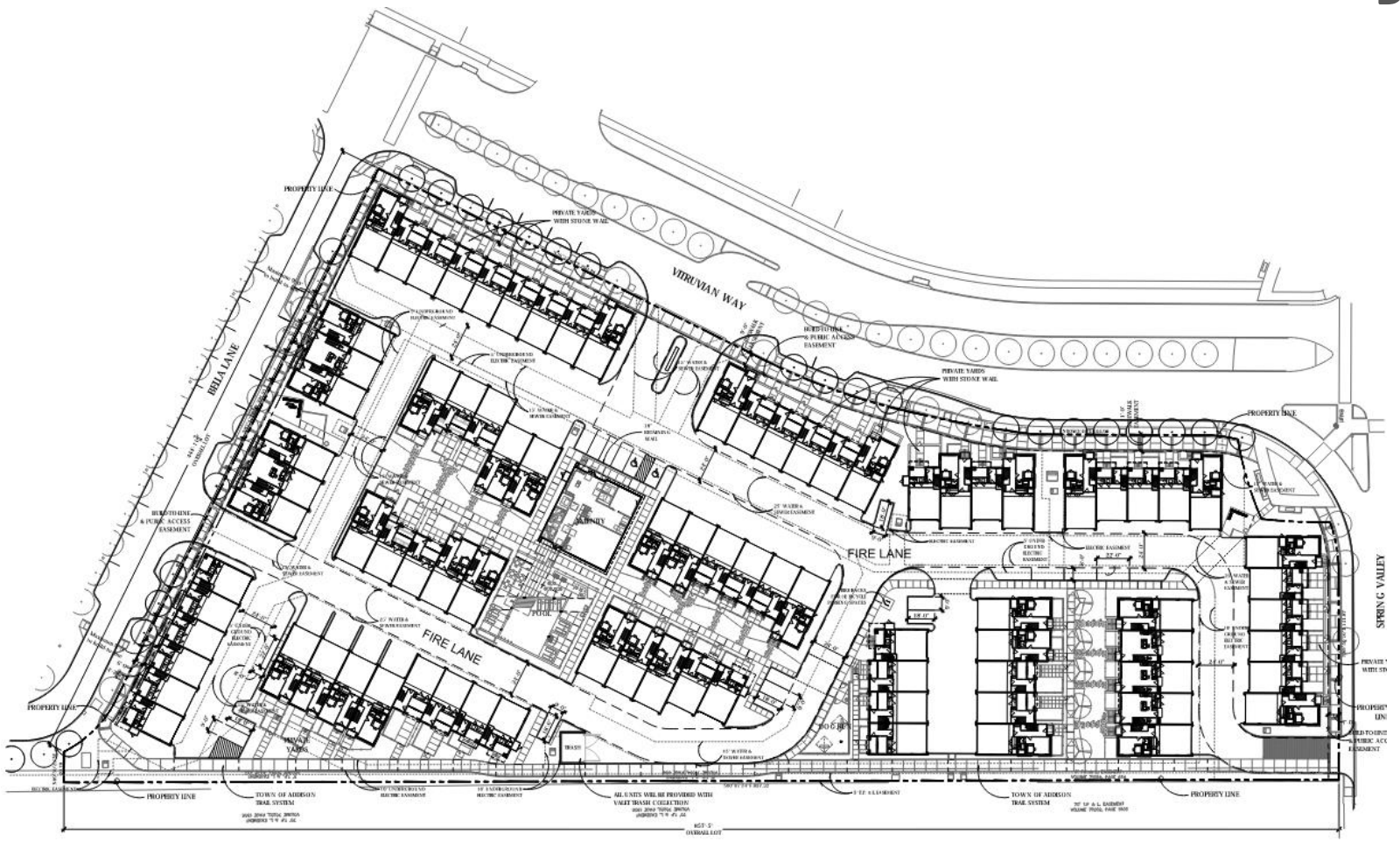
Existing Concept Plan

85 townhome multifamily units



Proposed Concept Plan

Case 1839-Z Vitruvian Townhomes



Proposed Development Plan

DEVELOPMENT PLAN:

- 85 multi-family dwelling units designed as 3 story townhome building types.

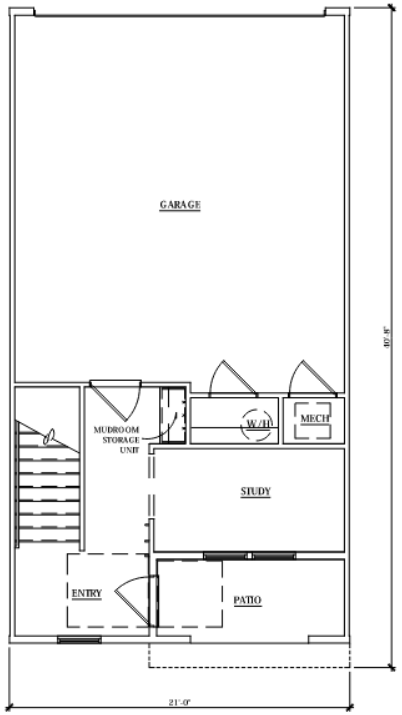
- Each unit will front on a public street or private open space and will have ground floor access through a private patio area or stoop.

- 8’ trail accommodated on the east side of the site in accordance with the Town’s Master Trails Plan.

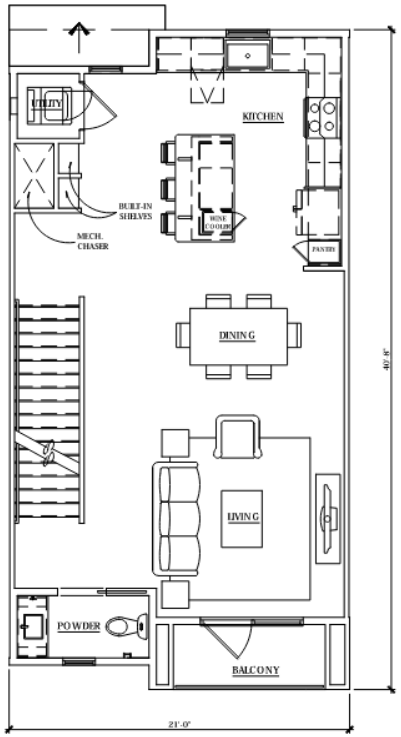
- Improved streetscape on Bella Lane, to include 6’ trail. Amenity center at terminus of Vitruvian Way entry.

- Public access at Bella Ln and Vitruvian Way, emergency access at Spring Valley.

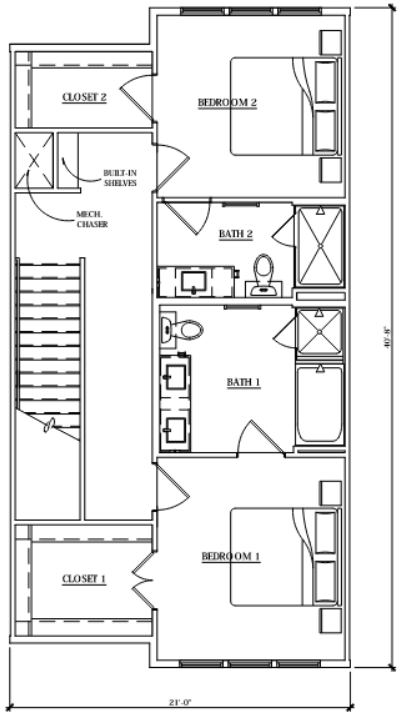
Case 1839-Z Vitruvian Townhomes



02 UNIT B2-Level 01 SQUARE FOOTAGE:282 S.F.



04 UNIT B2-Level 02 SQUARE FOOTAGE:773 S.F.



06 UNIT B2-Level 03 SQUARE FOOTAGE:822 S.F.

TOWNHOME BUILDING TYPES:

- Three story units with a maximum building height of 43’-8”

- Four different unit types are proposed throughout the development, ranging from one to 3 bedrooms.
  - 78% of the units are 2-bedroom units or larger

- Building floor plans exceed minimum unit sized required.
  - Smallest unit size is 1,500 SF
  - Largest unit size is 2,228 SF
  - Average unit size is 1,927 SF

- Each unit will have a two-car garage with interior access to the unit.

Case 1839-Z Vitruvian Townhomes

PARKING:

- 151 parking spaces required
- 215 parking spaces provided

OPEN SPACE, LANDSCAPE, AND STREETSCAPE:

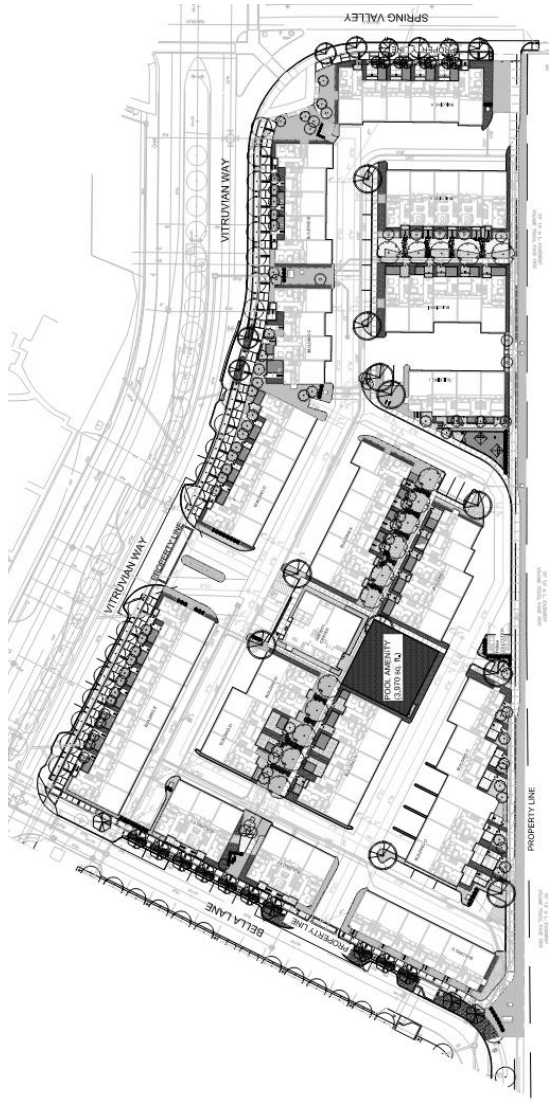
- Open space requirements satisfied by Vitruvian Park.

- Landscape standards address the streetscape and private landscape areas
  - 629 caliper inches of tree removal to be fully mitigated through 686 caliper inches of plantings

  - Street trees and lighting along the public street frontages

  - Base landscape and private common areas achieves an overall landscape area of 27% of the site (20% minimum required)

  - Enclosed private outdoor patios for each unit will be artificial turf, which will be fully designed during civil review.



Case 1839-Z Vitruvian Townhomes







BUILDING MATERIAL REQUIREMENTS:

- Buildings required 80% masonry construction on all sides visible or fronting a street, a maximum of three building materials, and muted paint colors

    - Proposed building materials consist of stucco and brick with accents of fiber cement siding and architectural metal; 4 materials on elevation facing the street frontage

    - Stucco is utilized as primary façade material in this project; however, it is not specifically defined as masonry construction in the Vitruvian Park PD zoning.

- Stark white is allowed to be used as an accent color (less than 1%)

- Balcony or patio enclosure required to be constructed of wrought iron or metal.

Case 1839-Z Vitruvian Townhomes



FLEXIBLE STANDARDS – STREET BUILD-TO LINE:

- Intended to shape an urban street edge with building fronting the sidewalk for pedestrian comfort and visual interest

- Vitruvian Way Build-to Line (Type “A” Street)

  - 9 feet from street tree planting zone
    - Places building frontage at edge of sidewalk

STAFF RECOMMENDATION ON WAIVER REQUEST:

- Approve, waiver need is largely driven by curvature of Vitruvian Way

  - Additional landscape adds visual interest to this street frontage

Case 1839-Z Vitruvian Townhomes

FLEXIBLE STANDARDS – BUILDING FAÇADE DESIGN:

- Stucco is a dominant façade material with this project and the project employs one additional façade material beyond what is permitted by the PD

- White is one of the primary façade colors used throughout the project, while the PD only allows white to be used as an accent color

- Patio enclosures are proposed to be constructed of masonry materials in lieu of a more transparent metal fence

STAFF RECOMMENDATION ON WAIVER REQUEST:

- Façade colors and materials are consistent with current design themes in Vitruvian and allows the applicant to maintain their desired modern design aesthetic





Case 1839-Z Vitruvian Townhomes

PUBLIC NOTICE:

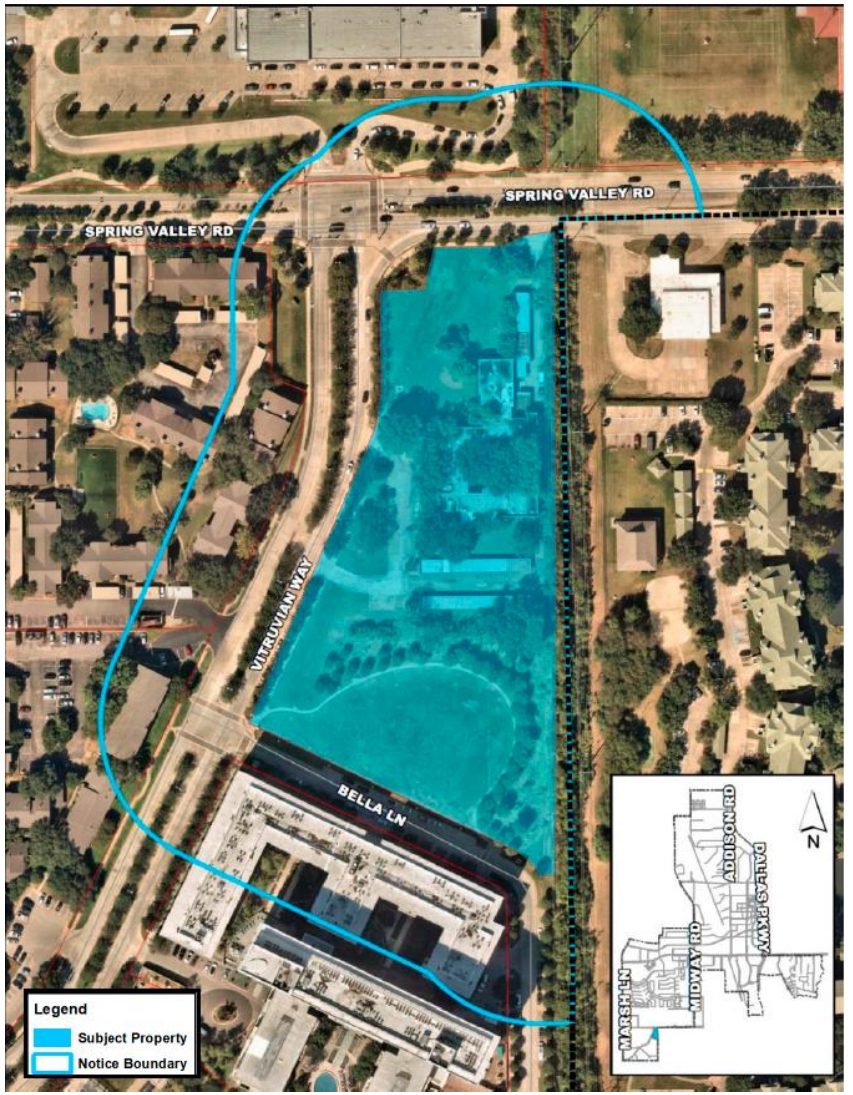
Notice of public hearing was provided to property owners within 200 feet of the subject property and DISD in accordance with Town and State law.

NOTICE RECIPIENTS: 6.

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION

Approval: 6 – 0 (one Commissioner recused due to a conflict of interest)



Case 1839-Z Vitruvian Townhomes

RECOMMENDATION:

Staff recommends **approval of the request.**

The proposed Development Plan is consistent with the character and quality of design in the Vitruvian Park neighborhood.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE O07-034 (AS AMENDED) TO APPROVE A REVISED CONCEPT PLAN AND PROVIDE FOR APPROVAL OF A DEVELOPMENT PLAN AND WAIVERS TO THE DEVELOPMENT STANDARDS, INCLUDING BUT NOT LIMITED TO, STREET BUILD-TO LINES, EXTERIOR BUILDING MATERIAL AND COLOR STANDARDS FOR A MULTIFAMILY DEVELOPMENT COMPRISED OF 85 DWELLING UNITS AND ASSOCIATED AMENITY SPACE ON A 5.1 ACRE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SPRING VALLEY ROAD AND VITRUVIAN WAY; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on October 9, 2007, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O07-034 ("PD O07-034") for the Vitruvian Park development on a 99.176-acre tract of land bounded on the north by Spring Valley Road, to the south and east by the City of Farmers Branch, and to the west by Marsh Lane; and

WHEREAS, on July 9, 2013, the City Council for the Town of Addison, Texas adopted PD Ordinance O13-026 amending PD O07-034 to revise certain use and development standards, and to adopt a revised Concept Plan, expanding the Vitruvian Park development ("Vitruvian Park") to 120.91 acres, as described therein; and

WHEREAS, at its regular meeting held on November 16, 2021, the Planning & Zoning Commission considered and made recommendations on a request to further amend PD O07-034 (as amended) to approve a revised Concept Plan and provide for approval of a Development Plan and waivers to the Development Standards, including but not limited to, street build-to lines and exterior building material and color standards for a multifamily development comprised of 85 dwelling units and associated amenity space on a 5.1 acre property located at the southeast corner of Spring Valley Road and Vitruvian Way (the "Property") (Case No.1839-Z); and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; 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. 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. The Zoning Ordinance and official zoning map shall be amended so as to amend PD O07-034 (as amended) by approving a revised Concept Plan for Vitruvian Park, which is attached hereto as **Exhibit A** and made a part hereof for all purposes.

SECTION 3. Prior to the issuance of a Certificate of Occupancy, the Property, as described and depicted in **Exhibit B** attached hereto and incorporated herein, shall be improved in accordance with the site plan, landscape plan, floor plan, and building elevations, which are attached hereto as **Exhibit C** and made a part hereof for all purposes.

SECTION 4. The following Development Standard waivers are hereby granted for the Property as depicted in **Exhibit C**:

A. The street build-to-line for Vitruvian Way may exceed 9 feet;

B. The maximum number of façade materials may be four instead of three;

C. Stucco façade materials shall be categorized as masonry construction;

D. White shall be permitted and categorized as a primary façade color; and

E. Masonry shall be a permitted alternative to wrought iron or metal fencing for patio enclosure construction.

SECTION 5. 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, Section 1-7 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. 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. 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 ***DECEMBER 2021*.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

REVISED CONCEPT PLAN



EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

WHEREAS, DCO Addison at Brookhaven and DCO Realty, Inc., are the owners of a tract of land situated in the Noah Good Survey, Abstract No. 520, Town of Addison, Dallas County, Texas, said tract being all of a tract of land conveyed to DCO Addison at Brookhaven by deed recorded in County Clerk Instrument Number 200600407616, Official Public Records of Dallas County, Texas, being all of a tract of land conveyed to DCO Realty Inc. by deed recorded in County Clerk Instrument Number 201100337076, Official Public Records of Dallas County, Texas, and all of a 0.433 acre tract of land conveyed from Town of Addison to VPDEV I LLC by deed recorded in the Official Public Records, Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a found 5/8 inch iron rod for the northwest corner of Lot 1, Block A, of the Villas at Parkside Phase I addition, an addition to the City of Addison as recorded in Volume 2003220, Page 5062, Offical Public Records, Dallas County, Texas and being in the south right-of-way line of Spring Valley Road (variable width right-of-way);

THENCE South 00 degrees 07 minutes 24 seconds East, along the west line of said Lot 1, Block A, a distance of 857.37 feet to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for corner and being the northeast corner of Bella Lane, as shown on the plat of Vitruvian Park Addition, an addition to the City of Addison as recorded in Instrument Number 201100123703, Official Public Records, Dallas County, Texas;

THENCE departing said west line of Lot 1, Block A and along the north right-of-way line of said Bella Lane, the following three (3) calls and distances:

North 89 degrees 50 minutes 23 seconds West, a distance of 20.78 feet to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for corner and the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 37 degrees 22 minutes 25 seconds, a radius of 77.50 feet, and an arc length of 50.55 feet (chord bears North 45 degrees 00 minutes 48 seconds West, a distance of 49.66 feet) to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" at the end of said curve;

North 63 degrees 42 minutes 00 seconds West, a distance of 397.91 feet to a set "X" in concrete for corner at the intersection of said north right-of-way line of Bella Lane and the southeast right-of-way line of Vitruvian Way (variable width right-of-way);

THENCE North 26 degrees 22 minutes 15 seconds East departing said north line right-of-way line of Bella Lane and along said southeast right-of-way line of Vitruvian Way, a distance of 290.48 feet to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the beginning of a tangent curve to the left, and being the south corner of said 0.433 acre tract of land;

THENCE with the southeast right-of-way line of Vitruvian Way and said 0.433 acre tract, the following six (6) calls and distances:

Along said tangent curve to the left having a central angle of 13 degrees 21 minutes 54 seconds, a radius of 434.00 feet, and an arc length of 101.24 feet (chord bears North 19 degrees 41 minutes 18 seconds East, a distance of 101.01 feet to a set "X" in concrete for the end of said curve and the beginning of a compound curve to the left;

Along said compound curve to the left having a central angle of 04 degrees 19 minutes 47 seconds, a radius of 971.08 feet, and an arc length of 73.88 feet (chord bears North 10 degrees 50 minutes 28 seconds East, 73.36 feet) to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the end of said curve and the beginning of a compound curve to the left;

Along said compound curve to the left having a central angle of 08 degrees 29 minutes 14 seconds, a radius of 160.00 feet, and an arc length of 23.70 feet (chord bears North 04 degrees 25 minutes 58 seconds East, 23.68 feet) to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the end of said curve;

North 00 degrees 15 minutes 46 seconds East, a distance of 104.90 feet to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the beginning of a tangent curve to the right;

Along said tangent curve to the right having a central angle of 14 degrees 07 minutes 20 seconds, a radius of 90.00 feet, and an arc length of 22.18 feet (chord bears North 07 degrees 19 minutes 26 seconds East, 22.13 feet) to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the end of said tangent curve to the right, and the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 13 degrees 43 minutes 01 second, a radius of 233.48 feet, and an arc length of 55.90 feet (chord bears North 73 degrees 26 minutes 28 seconds East, 55.76 feet) to a set "X" in concrete for the end of said non-tangent curve to the left, and the beginning of a non-tangent curve to the left; said corner being at the said southeast right-of-way line of Vitruvian Way and the south right-of-way line of said Spring Valley Road;

THENCE along said south right-of-way line of Spring Valley Road, the following three (3) calls and distances:

Along said non-tangent curve to the left have a central angle of 07 degrees 56 minutes 56 seconds, a radius of 332.30 feet, and an arc length of 46.10 feet (chord bears North 02 degrees 38 minutes 16 seconds East,46.06 feet) to a set 1/2-inch capped iron rod stamped "WESTWOOD PS" for the end of said non-tangent curve to the left and the beginning of non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 20 degrees 23 minutes 52 seconds, a radius of 90.00 feet, and an arc length of 32.04 feet (chord bears North 79 degrees 38 minutes 19 seconds East, 31.87 feet) to a set "X" in concrete for the end of said non-tangent curve to the right;

North 89 degrees 50 minutes 16 seconds East, a distance of 141.87 feet to the POINT-OF-BEGINNING, containing 222,304 square feet or 5.103 acres of land.

EXHIBIT B

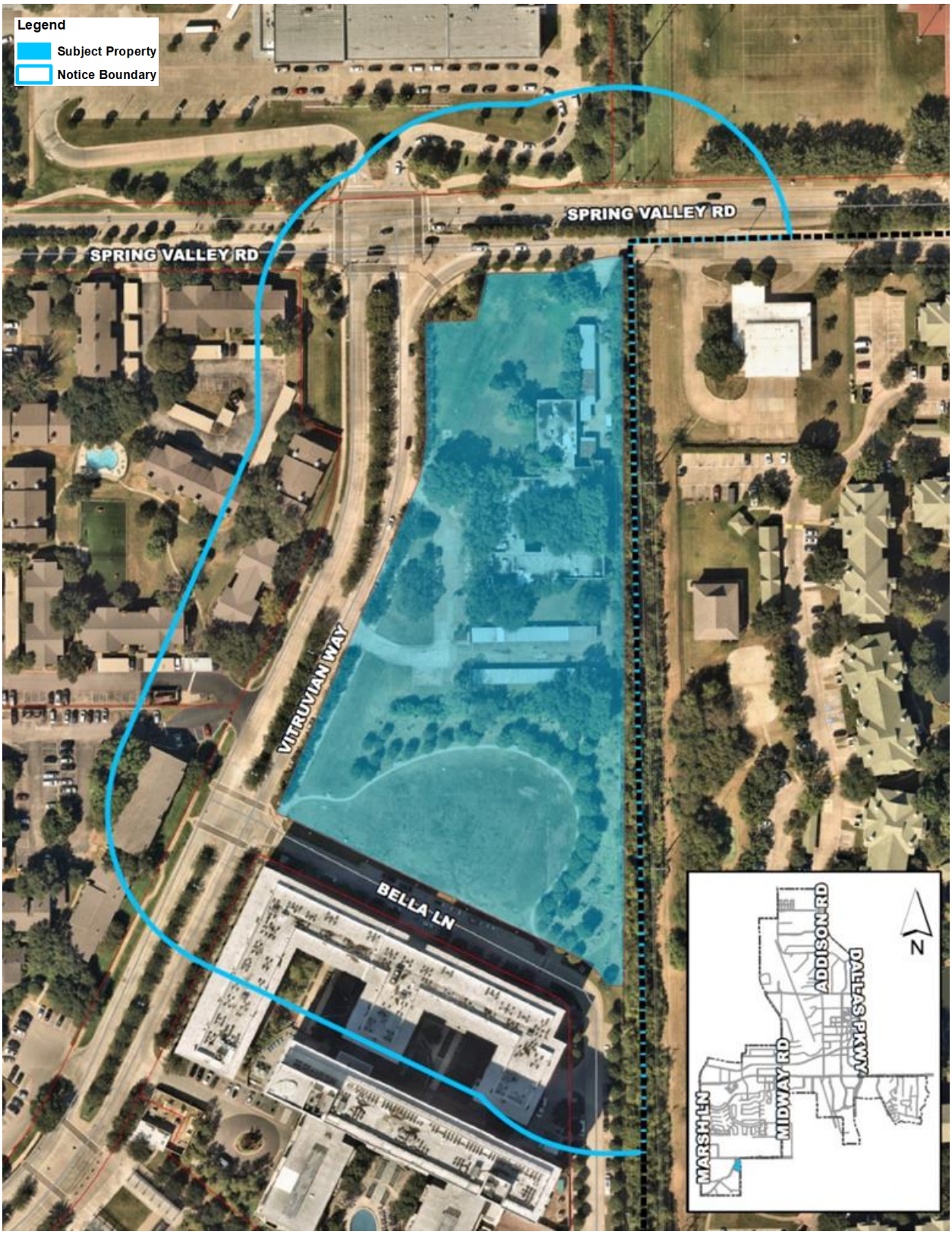

Legend
Subject Property
Notice Boundary
SPRING VALLEY RD
SPRING VALLEY RD
VITRUVIAN WAY
BELLA LN
N
ADDISON RD
DALLAS PKWY
MIDWAY RD
MARSH LN

EXHIBIT C

DEVELOPMENT PLAN



TOWN GENERAL NOTES:

1. ANY PLANTING WITHIN THE PUBLIC ROW MUST BE COORDINATED WITH THE TOWN OF ADDISON PARKS DEPARTMENT.
2. MECHANICAL EQUIPMENT IS SCREENED FROM PUBLIC ROADWAYS WITH EVERGREEN LANDSCAPE MATERIAL PER ORDINANCE NO. 007-034, PLANT MATERIAL TO BE MINIMUM HEIGHT OF 6' AT TIME OF INSTALLATION.

TOWN PLANTING NOTES:

1. ANY CHANGES TO PLANTINGS WITHIN THE PUBLIC R.O.W. MUST ALSO BE REPORTED TO THE TOWN OF ADDISON PARKS DEPARTMENT.
2. FINAL FINISH GRADE OF PLANTING AREAS IN THE PUBLIC R.O.W. MUST REVIEWED AND APPROVED BY THE TOWN OF ADDISON PARKS DEPARTMENT.
3. THE PARKS DEPARTMENT MUST REVIEW AND APPROVE ANY PLANT MATERIAL PROVIDED WITHIN THE PUBLIC R.O.W. PRIOR TO DELIVERY TO SITE. ANY PLANT SUBSTITUTION IN THE R.O.W. MUST BE PROVIDED TO THE PARKS DEPARTMENT FOR APPROVAL PRIOR TO PURCHASE.
4. PLANTINGS WITH THE PUBLIC R.O.W. MUST BE PLANTED WITH THE FOLLOWING SOIL SPECIFICATIONS:

   LANDSCAPE BEDS - PH BALANCED COMPOST FROM SOIL BUILDING SYSTEMS, OR APPROVED EQUAL, TILL INTO EXISTING SOIL TO ACHIEVE A MAXIMUM RATIO OF 50% COMPOST AND 1 PART EXISTING SOIL.

   STREETSCAPE LANDSCAPE / TREE PLANTING BEDS - DEEP TREE PLANTING MIX FROM SOIL BUILDING SYSTEMS OR APPROVED EQUAL, THIS PERTAINS TO ALL OF THE SOIL IN THE PLANTING AREA. IT IS NOT ALLOWABLE TO KEEP 2/3 NATIVE SOIL IN THE PLANTING AREA.

   LAWN - GUMBO BUSTER FROM SOIL BUILDING SYSTEMS OR APPROVED EQUAL. TILL IN 1 PART GUMBO BUSTER WITH PART NATIVE SOIL. NOTE THAT PLANTING AREAS WITH HEAVILY COMPACTED SOIL AND CONSTRUCTION DEBRIS MAY NOT QUALIFY AS NATIVE SOIL AND IMPORTED TOPSOIL MAY BE REQUIRED.

TOWN IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM THAT COMPLIES WITH THE TOWN'S IRRIGATION SPECIFICATIONS MUST BE INSTALLED IN THE PUBLIC R.O.W. ALL IRRIGATION WITHIN THE R.O.W. MUST BE CONTROLLED BY THE TOWN'S CENTRAL CONTROL SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ANY RADIO ANTENNAE THAT MAY BE REQUIRED.
2. ANY PLANTING DAMAGED IN ADJACENT MEDIANS AND PROPERTIES DURING CONSTRUCTION IS TO BE REPLACED AT NO COST TO THE OWNER.
3. ANY DAMAGED PLANT MATERIAL CAUSED BY A NON-FUNCTIONAL IRRIGATION SYSTEM WILL BE REPLACED AT THE COST OF THE CONTRACTOR.
4. PLANTINGS MAY NOT BE INSTALLED UNTIL THE IRRIGATION SYSTEM IS INSTALLED, HAS A WORKING POWER SOURCE AND IF FULLY OPERATIONAL, CONTRACTOR RESPONSIBLE FOR IRRIGATION TO PLANTING UNTIL TRANSFERRED TO THE TOWN AFTER SUBSTANTIAL COMPLETION.

GENERAL NOTES:

1. WARNING!!!!!! CALL BEFORE YOU DIG!!!! TOLL FREE 811
2. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
3. THE CONTRACTOR BEARS ALL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY NOT SHOWN ON PLANS.
4. THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
5. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
6. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
7. EASEMENTS SETBACKS, BUILDING, CURB AND GUTTER, UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEER'S DRAWINGS FOR ADDITIONAL INFORMATION.
8. STUDIO OUTSIDE ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITIES, OR COST RESULTING FROM CHANGES OR ALTERATIONS MADE TO THE PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF STUDIO OUTSIDE.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS, REF. TOWN PLANTING NOTES FOR R.O.W. PLANTING.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING. REF. TOWN PLANTING NOTES FOR R.O.W. PLANTING.
6. ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
7. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. REF. CITY PLANTING NOTES FOR R.O.W. PLANTING.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTOR'S ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
10. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
11. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
12. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
13. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL
14. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.

IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL PLANTING AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. REF. TOWN IRRIGATION NOTES FOR R.O.W. IRRIGATION.
2. IRRIGATION SYSTEMS SHALL: BE MAINTAINED AND REPLACED AS NECESSARY.
3. ALL PLANTING AREAS TO BE FULLY IRRIGATED.
4. IRRIGATION SYSTEM TO HAVE A FULLY AUTOMATED CONTROL SYSTEM.
5. ANY EXISTING PLANTING DAMAGED DURING CONSTRUCTION IS TO BE REPLACED AT NO COST TO THE OWNER.
6. IF THE EXISTING IRRIGATION SYSTEM IS DAMAGED OR TURNED OFF DURING CONSTRUCTION ACTIVITIES, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAND WATER ALL PLANT MATERIAL AS NEEDED.

STREET TREE REQUIREMENTS:

	REQUIRED	PROVIDED
VITRUVIAN WAY 552 LF STREET FOOTAGE ALONG PROPERTY LINE	19 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	23 TREES (21 EXISTING, 2 PROPOSED)
SPRING VALLEY ROAD 156 LF STREET FOOTAGE ALONG PROPERTY LINE	6 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	6 TREES (2 EXISTING, 4 PROPOSED)
BELLA LANE 420 LF STREET FOOTAGE ALONG PROPERTY LINE	14 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	14 TREES (1 EXISTING, 13 PROPOSED)

* *STREET LANDSCAPE BUFFER:* IN ALL DISTRICTS, A 20-FOOT WIDE LANDSCAPE BUFFER STRIP SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF THE PORTION OF THE PERIMETER OF THE LOT WHERE A PUBLIC OR PRIVATE STREET EXISTS, EXCLUSIVE OF DRIVEWAYS AND ACCESS WAYS TO POINTS OF INGRESS AND EGRESS TO AND FROM THE LOT. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LANDSCAPING, IRRIGATION, AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND CURB LINE.

SUN CONDITION PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SPACING	REMARKS
		CANOPY TREES				
	QV	Quercus virginiana 'SDLV' CATHEDRAL® LIVE OAK	45 GAL	14-16"	30"	STRONG CENTRAL LEADER, MATCHED FULL HELL BRANCHED CHC CLEAR TRUNK
	TD	Taxodium distichum BALD CYPRESS	45 GAL	14-16"	30-40	STRONG CENTRAL LEADER, MATCHED FULL HELL BRANCHED CHC CLEAR TRUNK
		ORNAMENTAL TREES				
	CC	Cercis canadensis var. texensis 'TEXAS REDBUD'	8'-10' HT. B&B/CONT	4-5"	15-20'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
	CE	Cercis canadensis 'EASTERN REDBUD'	8'-10' HT. B&B/CONT	4-5"	15-20'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
	IV	Ilex vomitoria 'NANA' DWARF YAUPON HOLLY	8'-10' HT. B&B/CONT	4-5"	15-20'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
	MG	Magnolia grandiflora 'LITTLE GEM' LITTLE GEM MAGNOLIA	8'-10' HT. B&B/CONT	4-5"	15-20'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
		EVERGREEN SHRUBS				
	IV	Ilex vomitoria 'Bufordii' BUFORD HOLLY	3 GAL	B&B	30-36"	36-42" STRONG CENTRAL LEADER, MATCHED FULL HELL BRANCHED
	IN	Ilex x 'Nellie R. Stevens' NELLIE R. STEVENS HOLLY	45 GAL	B&B	8-10'	8-10' STRONG CENTRAL LEADER, MATCHED FULL HELL BRANCHED
	JF	Juniperus virginiana 'Taylor' TAYLOR JUNIPER	45 GAL	B&B	15-20'	15-20' STRONG CENTRAL LEADER, MATCHED FULL HELL BRANCHED
		LARGE SHRUBS				
	LF	Leucophyllum frutescens 'Green Cloud' GREEN CLOUD TEXAS SAGE	5 GAL		24"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	IB	Ilex vomitoria 'Dwarf Burford' DWARF BURFORD HOLLY	7 GAL		36"	42" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	NE	Nerium oleander 'PETITE PINK' PETITE PINK OLEANDER	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		MEDIUM SHRUBS				
	AM	Abelia x 'Rose Creek' ROSE CREEK ABELIA	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	AM	Acanthus mollis 'Latifolius' LATIFOLIUS ACANTHUS	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	BT	Berberis thunbergii 'Crimson' CRIMSON BARBERRY	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SG	Salvia greggii 'Furman's Red' RED SAGE	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YF	Yucca filamentosa 'Golden Sword' GOLDEN SWORD YUCCA	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YR	Yucca rostrata 'Rostrata' BLUE YUCCA	7 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YR	Yucca rostrata 'Sapphire Skies' SAPPHIRE SKIES BLUE YUCCA	15 GAL		3'-0"	4'-0" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		SMALL SHRUBS				
	YF	Yucca gloriosa 'Gold Sword' GOLD SWORD YUCCA	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	AG	Agastache x 'Blue Fortune' BLUE FORTUNE HYSSOP	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	BG	Berlandiera lyrata 'Dasycephala' CHOCOLATE DAISY	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SH	Salvia x 'Hot Lips' HOT LIPS SAGE	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SC	Salvia 'Indigo Spires' INDIGO SPIRES SALVIA	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	IV	Ilex vomitoria 'Nana' DWF. YAUPON HOLLY	5 GAL		36"	42" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		ORNAMENTAL GRASSES				
	EA	Eragrostis spec. x Eragrostis trichodes 'Alma' ALMA GRASS	1 GAL		12"	18" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	MS	Miscanthus sinensis 'Adagio' ADAGIO MAIDEN GRASS	3 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PA	Pennisetum alopecuroides 'Hameln' HAMELN DWARF FOUNTAIN GRASS	3 GAL		18"	24" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		GROUND COVERS				
	EP	Ernodea littoralis 'Golden Beach' GOLDEN BEACH CREEPER	1 GAL		12"	12" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	LH	Lantana montevidensis 'Lavender Swirl' PURPLE TRAILING LANTANA	1 GAL		12"	12" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		TURF GRASSES				
	SOD	Stenotaphrum secundatum 'Floratam' STS, HARD AS NAILS® SOD	SOLID SOD	-	-	- SEE SPECS

SHADE CONDITION PLANT LEGEND

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SPACING	REMARKS
		ORNAMENTAL TREES				
	AF	Acer palmatum var. dissectum 'Crimson Queen' CRIMSON QUEEN JAPANESE MAPLE	7-10' HT. B&B/CONT	1-2"	4-10'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
	CF	Cercis canadensis 'Forest Pansy' FOREST PANSY REDBUD	7-10' HT. B&B/CONT	1-2"	4-10'	FULL HELL BRANCHED, LOW BRANCHED HABIT SPECIMEN QUALITY
		LARGE SHRUBS				
	RA	Rhaphiolepis x delacourii 'MAJESTIC BEAUTY' MAJESTIC BEAUTY HYBRIDA	5 GAL		30"	36" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PL	Prunus laurocerasus 'OTTO LUYKEN' OTTO LUYKEN LAUREL	5 GAL		30"	42" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PM	Podocarpus macrophyllus 'KOREANGHA' KOREANGHA	7 GAL		24"	42" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		MEDIUM SHRUBS				
	AJ	Aucuba japonica 'Variegata' GOLD DUST AUCUBA	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YF	Yucca filamentosa 'Bright Edge' BRIGHT EDGE YUCCA	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		SMALL SHRUBS				
	DR	Dasylirion longissimum 'Toumey' MEXICAN GIANT	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	HA	Hymenocallis x 'Tropical Spider' TROPICAL SPIDER LILY	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PC	Pittosporum crassifolium 'COMPACTUM' COMPACT KARO	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	RH	Rhaphiolepis indica 'CHATEAU' CHATEAU INDIA HAWTHORN	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SH	Salvia 'Hot Lips' HOT LIPS SAGE	5 GAL		24"	30" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		ORNAMENTAL GRASSES				
	EA	Eragrostis spec. x Eragrostis trichodes 'Alma' ALMA GRASS	1 GAL		12"	18" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		GROUND COVERS				
	DA	Dalea greggii 'PURPLE SENSE' PURPLE SENSE	1 GAL		12"	12" NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		TURF GRASSES				
	SOD	Stenotaphrum secundatum 'Floratam' STS, HARD AS NAILS® SOD	SOLID SOD	-	-	- SEE SPECS

LANDSCAPE REQUIREMENTS:

20' STREET LANDSCAPE BUFFER	PROVIDED
VISIBILITY TRIANGLES	REFER TO PLANS
OFF-STREET LOADING SCREEN	PROVIDED
PARKING LOT SCREENING	N/A

LANDSCAPE CALCULATIONS:

REQUIRED	PROVIDED
20% GROSS SITE LANDSCAPING	GROSS SITE SQ. FT.: 222,707 (5.1 ACRES) PROPOSED LANDSCAPE SQ. FT.: 60,431 (27% OF GROSS SITE SQ. FT.)

Wilder Belshaw Architects
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f:214.864.7162

Issues and Revisions:

No.	Date	Issues
01	04.30.21	Site Submittal
02	07.30.21	Site Submittal
03	09.03.21	Site Submittal
04	10.12.21	Site Submittal
05	11.09.21	Site Submittal

11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

Drawing Name:

GENERAL NOTES, PLANTING LEGEND & LANDSCAPE CALCULATIONS

Sheet Number:

L100

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studioOutside
Issues and Revisions:
No. Date Issues
01 04.30.21 Site Submittal
02 07.30.21 Site Submittal
03 09.03.21 Site Submittal
04 10.12.21 Site Submittal
05 11.09.21 Site Submittal
REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS
11/09/2021
Vitruvian Town Homes
Addison, Texas
Wilder Belshaw Project Number: 1901
Drawing Name:
LANDSCAPE PLAN
Sheet Number:
L103
SPRING VALLEY
PROPERTY LINE
VITRUVIAN WAY
VITRUVIAN WAY
PROPERTY LINE
POOL AMENITY (3,970 sq. ft.)
BELLA LANE
PROPERTY LINE
Overall Landscape Plan
Scale: 1"=40'
A

EXHIBIT C

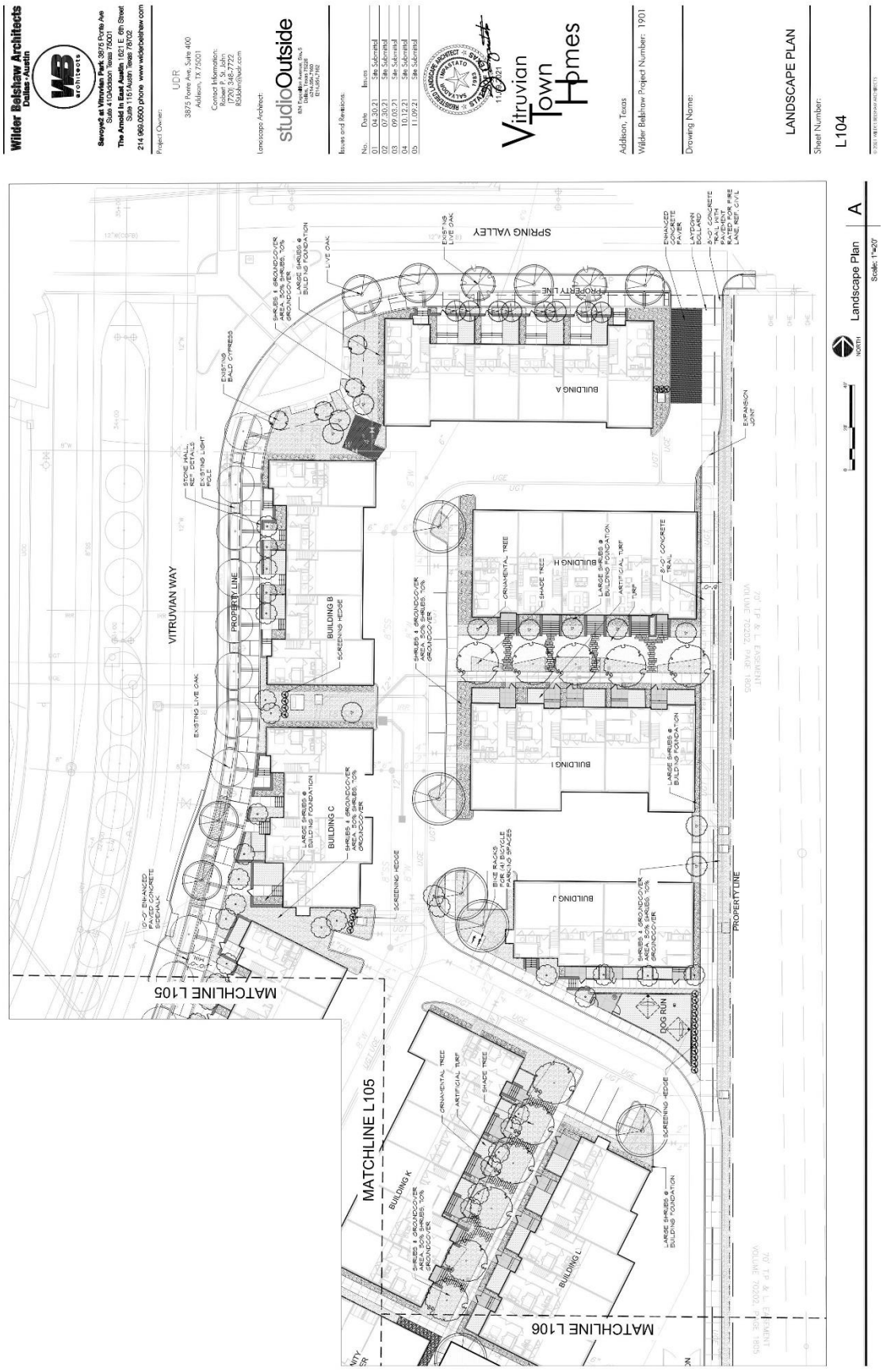

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No. Date Issues
01 04.30.21 Site Submittal
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03 09.03.21 Site Submittal
04 10.12.21 Site Submittal
05 11.09.21 Site Submittal
Vitruvian Town Homes
Addison, Texas
Wilder Belshaw Project Number: 1901
Drawing Name:
LANDSCAPE PLAN
Sheet Number:
L104
Landscape Plan
Scale: 1"=20'
A
PROPERTY LINE
SPRING VALLEY
VITRUVIAN WAY
BUILDING A
BUILDING B
BUILDING C
BUILDING H
BUILDING I
BUILDING J
BUILDING K
BUILDING L
MATCHLINE L105
MATCHLINE L106
DOG RUN
EXISTING LIVE OAK
EXISTING BALD CYPRESS
SCREENING HEDGE
EXPANSION JOINT

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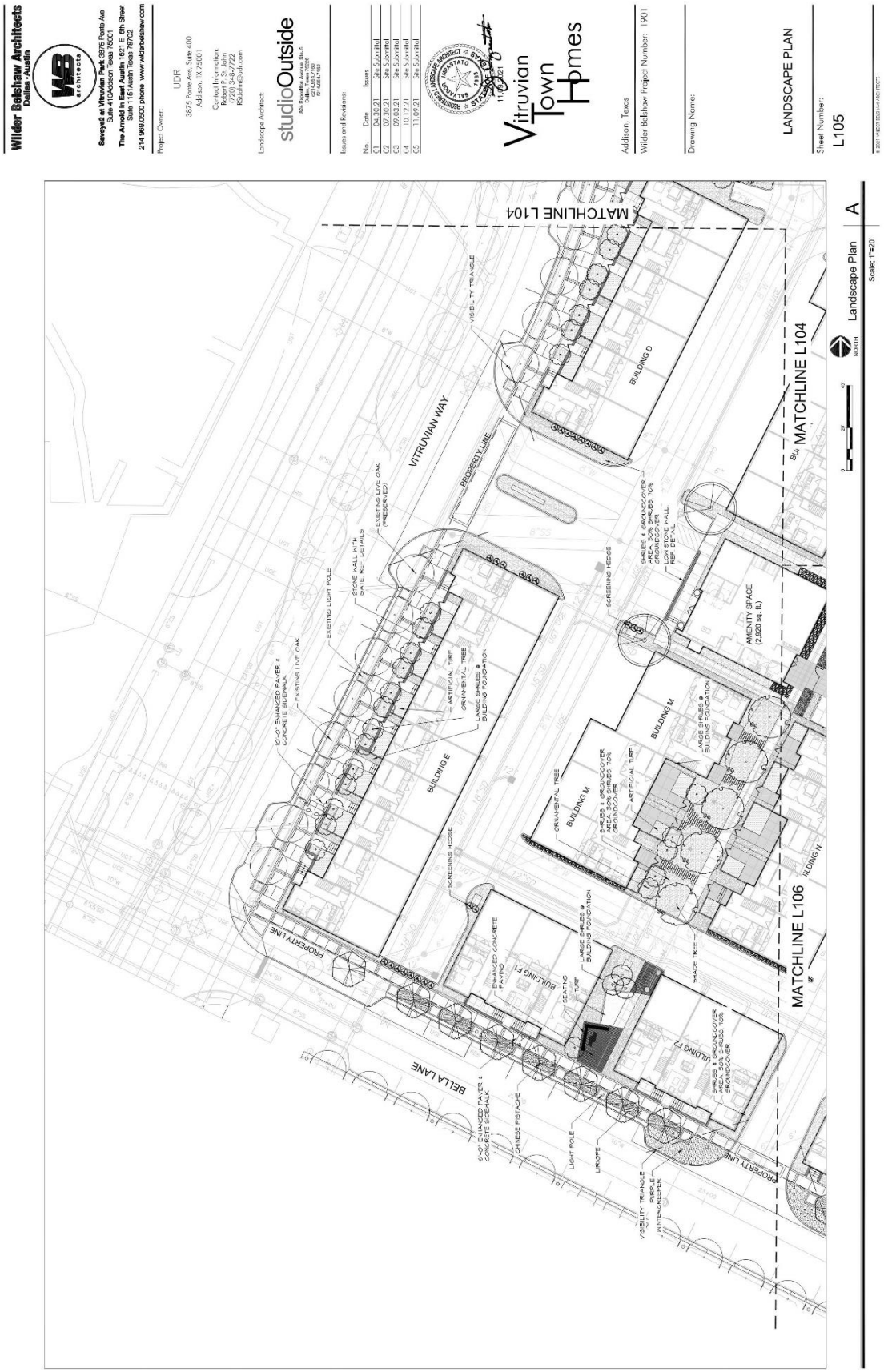

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Landscape Architect:
studioOutside
Issues and Revisions:
No. Date Issues
01 04.30.21 Site Submittal
02 07.30.21 Site Submittal
03 09.03.21 Site Submittal
04 10.12.21 Site Submittal
05 11.09.21 Site Submittal
Vitruvian Town Homes
Addison, Texas
Wilder Balshaw Project Number: 1901
LANDSCAPE PLAN
Sheet Number:
L105
MATCHLINE L104
MATCHLINE L106
VITRUVIAN WAY
PROPERTY LINE
BELLA LANE
BUILDING D
BUILDING E
BUILDING M
BUILDING F1
AMENITY SPACE (2,920 sq. ft.)
Landscape Plan
Scale: 1"=20'

EXHIBIT C

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04 10.12.21 Site Submittal
05 11.09.21 Site Submittal
REGISTERED LANDSCAPE ARCHITECT
SAL VADOR
IMPASTATO
1985
STATE OF TEXAS
11.09.2021
Vitruvian Town Homes
Addison, Texas
Wilder Belshaw Project Number: 1901
Drawing Name:
LANDSCAPE PLAN
Sheet Number:
L106
MATCHLINE L104
MATCHLINE L105
AMENITY CENTER
POOL AMENITY (3,970 sq. ft.)
TRASH COLLECTION
SCREENING HEDGE
LARGE SHRUBS @ BUILDING FOUNDATION
SHRUBS & GROUNDCOVER AREA, 30% SHRUBS, 70% GROUNDCOVER
ORNAMENTAL TREE
BUILDING N
BUILDING O
BUILDING G
SHADE TREE
PRIVATE YARDS
PROPERTY LINE
8'-0" CONCRETE TRAIL
BELLA LANE
PROPERTY LINE
UTILITY TRIANGLE
PURPLE WINTERCREEPER LIRIOPE
LIGHT POLE
CHINESE PISTACHE
6'-0" ENHANCED PAVED CONCRETE SIDEWALK
EXISTING ASH
Landscape Plan
Scale: 1"=20'
NORTH
A

EXHIBIT C

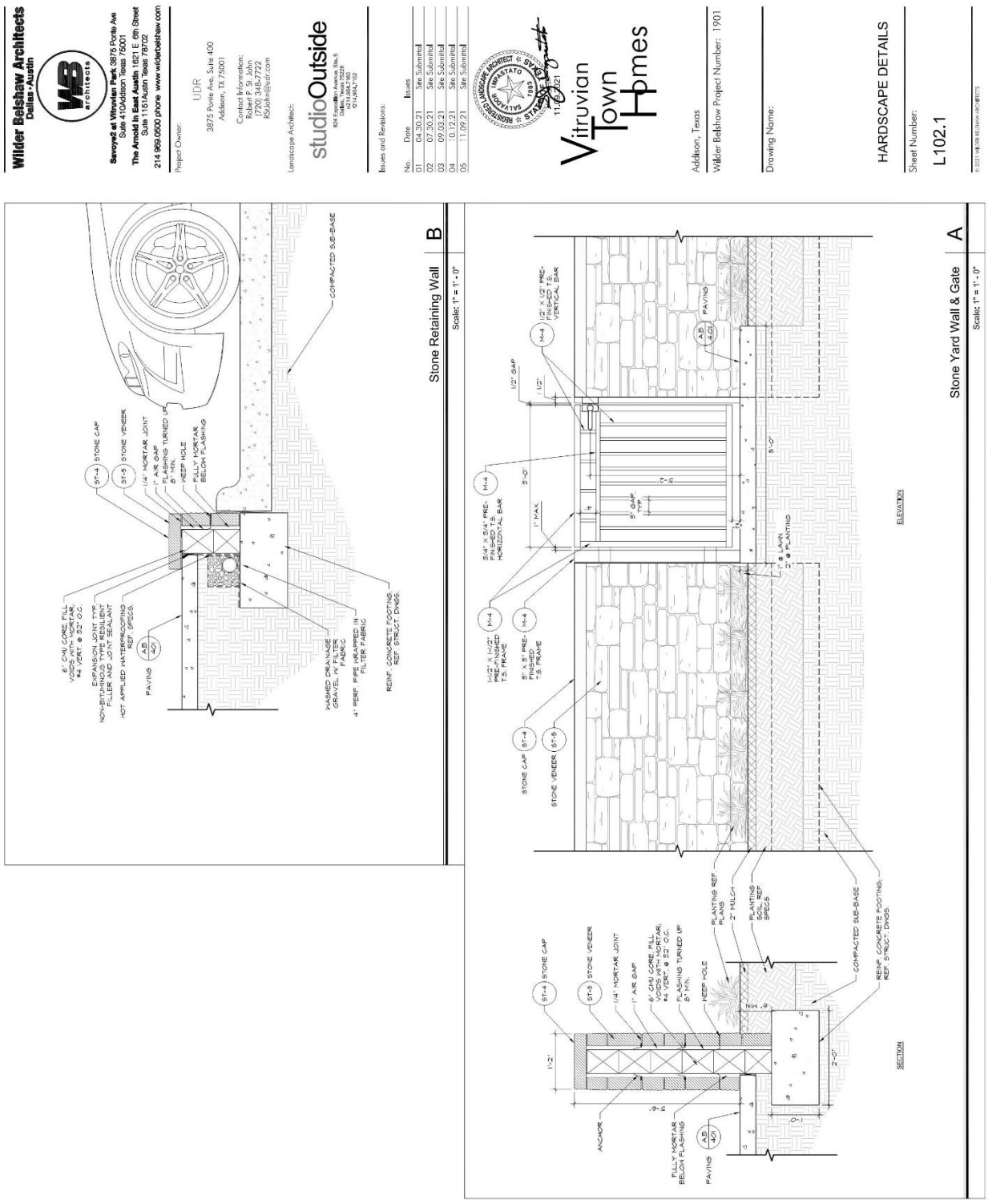

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Landscape Architect:
studioOutside
Issues and Revisions:
No. Date Issues
01 04.30.21 Site Submittal
02 07.30.21 Site Submittal
03 09.03.21 Site Submittal
04 10.12.21 Site Submittal
05 11.09.21 Site Submittal
Vitruvian Town Homes
Addison, Texas
Wilder Balshaw Project Number: 1901
Drawing Name:
HARDSCAPE DETAILS
Sheet Number:
L102.1
Stone Retaining Wall B
Scale: 1" = 1' - 0"
Stone Yard Wall & Gate A
Scale: 1" = 1' - 0"
ELEVATION
SECTION

EXHIBIT C

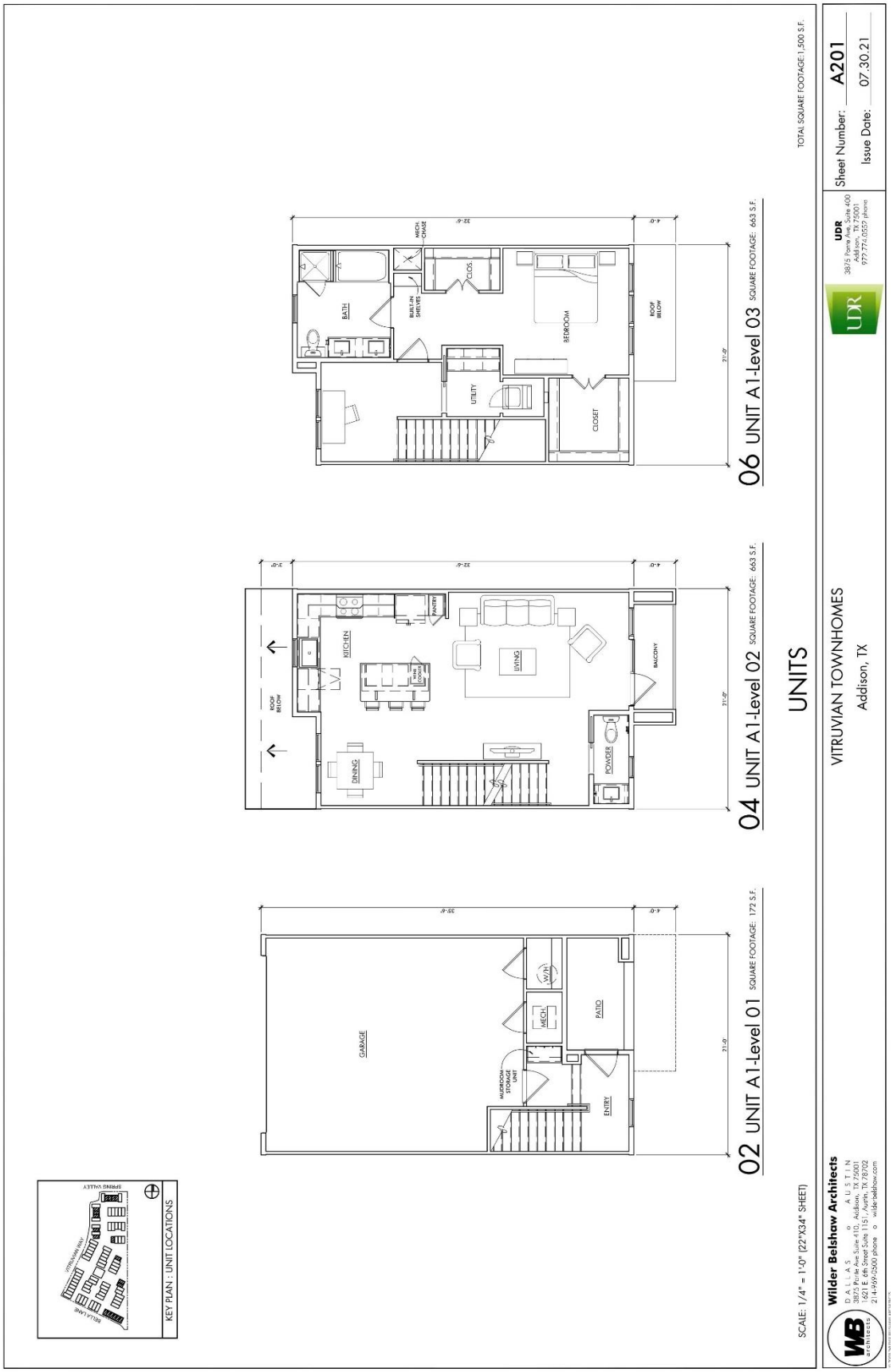

06 UNIT A1-Level 03 SQUARE FOOTAGE: 663 S.F.
BATH
BUILT-IN SHELVES
CLOS.
MECH. CHASE
BEDROOM
ROOF BELOW
UTILITY
CLOSET
04 UNIT A1-Level 02 SQUARE FOOTAGE: 663 S.F.
KITCHEN
PANTRY
LIVING
BALCONY
ROOF BELOW
DINING
POWER
02 UNIT A1-Level 01 SQUARE FOOTAGE: 172 S.F.
GARAGE
W/H
MECH.
PATIO
BEDROOM STORAGE UNIT
ENTRY
UNITS
TOTAL SQUARE FOOTAGE: 1,500 S.F.
SCALE: 1/4" = 1'-0" (22"X34" SHEET)
KEY PLAN : UNIT LOCATIONS
SPRING VALLEY
BELLA LANE
VITRUVIAN TOWNHOMES
Addison, TX
UDR
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Addison, TX 75001
972.774.0552 phone
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Issue Date: 07.30.21
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EXHIBIT C


TOTAL SQUARE FOOTAGE: 1,686 S.F.
06 UNIT B1-Level 03 SQUARE FOOTAGE: 114 S.F.
TERRACE
ATTIC SPACE
VAN BAR
04 UNIT B1-Level 02 SQUARE FOOTAGE: 1,021 S.F.
BEDROOM 1
BATH 1
BATH 2
CLOSET 2
BEDROOM 2
CLOSET 1
LINEN
BUILT-IN SHELVES
MECH. CHASE
UNITS
02 UNIT B1-Level 01 SQUARE FOOTAGE: 551 S.F.
GARAGE
MECH
W/H
PANTRY
KITCHEN
LIVING
WORKROOM STORAGE UNIT
POWDER
ENTRY
SCALE: 1/4" = 1'-0" (22"X34" SHEET)
KEY PLAN - UNIT LOCATIONS
VITRUVIAN TOWNHOMES
Addison, TX
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Sheet Number: A202
Issue Date: 07.30.21

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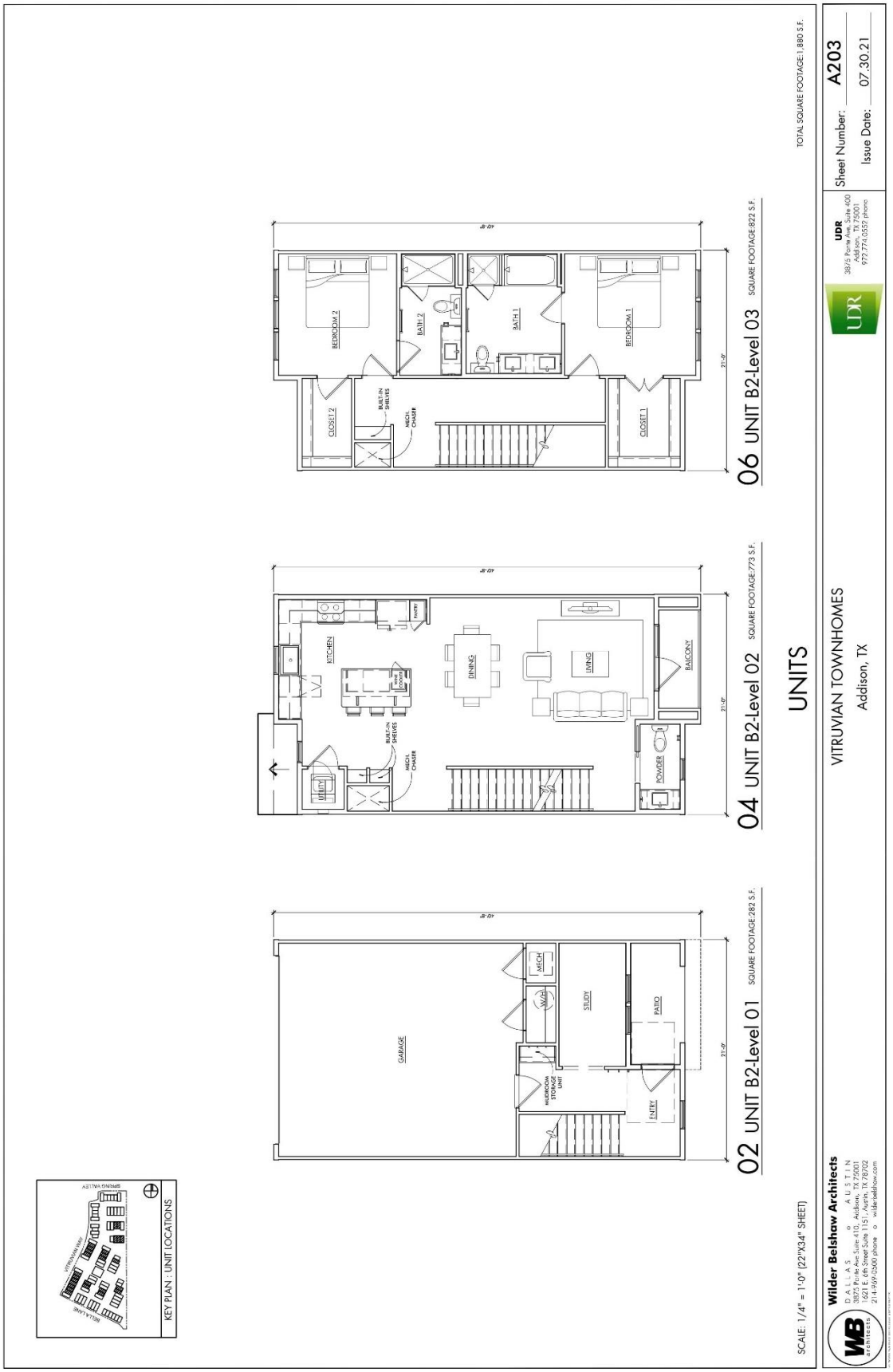

TOTAL SQUARE FOOTAGE: 1,880 S.F.
06 UNIT B2-Level 03 SQUARE FOOTAGE:822 S.F.
BEDROOM 2
BATH 2
BATH 1
BEDROOM 1
CLOSET 2
BUILT-IN SHELVES
MECH. CHASER
CLOSET 1
04 UNIT B2-Level 02 SQUARE FOOTAGE:773 S.F.
KITCHEN
PANTRY
DINING
LIVING
BALCONY
POWDER
LV
BUILT-IN SHELVES
MECH. CHASER
UNITS
02 UNIT B2-Level 01 SQUARE FOOTAGE:282 S.F.
GARAGE
MECH
W/D
STUDY
PATIO
MUDROOM STORAGE UNIT
ENTRY
SCALE: 1/4" = 1'-0" (22"X34" SHEET)
KEY PLAN : UNIT LOCATIONS
VITRUVIAN TOWNHOMES
Addison, TX
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Sheet Number: A203
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EXHIBIT C


TOTAL SQUARE FOOTAGE: 2,249 S.F.
06 UNIT C1-Level 03 SQUARE FOOTAGE: 698 S.F.
BEDROOM 3
BATH 3
CLOS.
STUDY
TERRACE
CLOSET 3
LAUNDRY CHUTE
MECH. CHASE
21'-0"
04 UNIT C1-Level 02 SQUARE FOOTAGE: 1,036 S.F.
BEDROOM 2
BATH 2
KITCHEN
DINING
LIVING
PANTRY
CLOSET 2
UTILITY
LAUNDRY CHUTE
MECH. CHASE
BUILT-IN SHELVES
UNITS
02 UNIT C1-Level 01 SQUARE FOOTAGE: 515 S.F.
GARAGE
MECH.
WH.
BATH 1
CLOSET 1
BEDROOM 1
ENTRY
MUDROOM STORAGE UNIT
SCALE: 1/4" = 1'-0" (22"X34" SHEET)
KEY PLAN : UNIT LOCATIONS
SPRING VALLEY
BELLA LANE
VITRUVIAN TOWNHOMES
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Issue Date: 07.30.21
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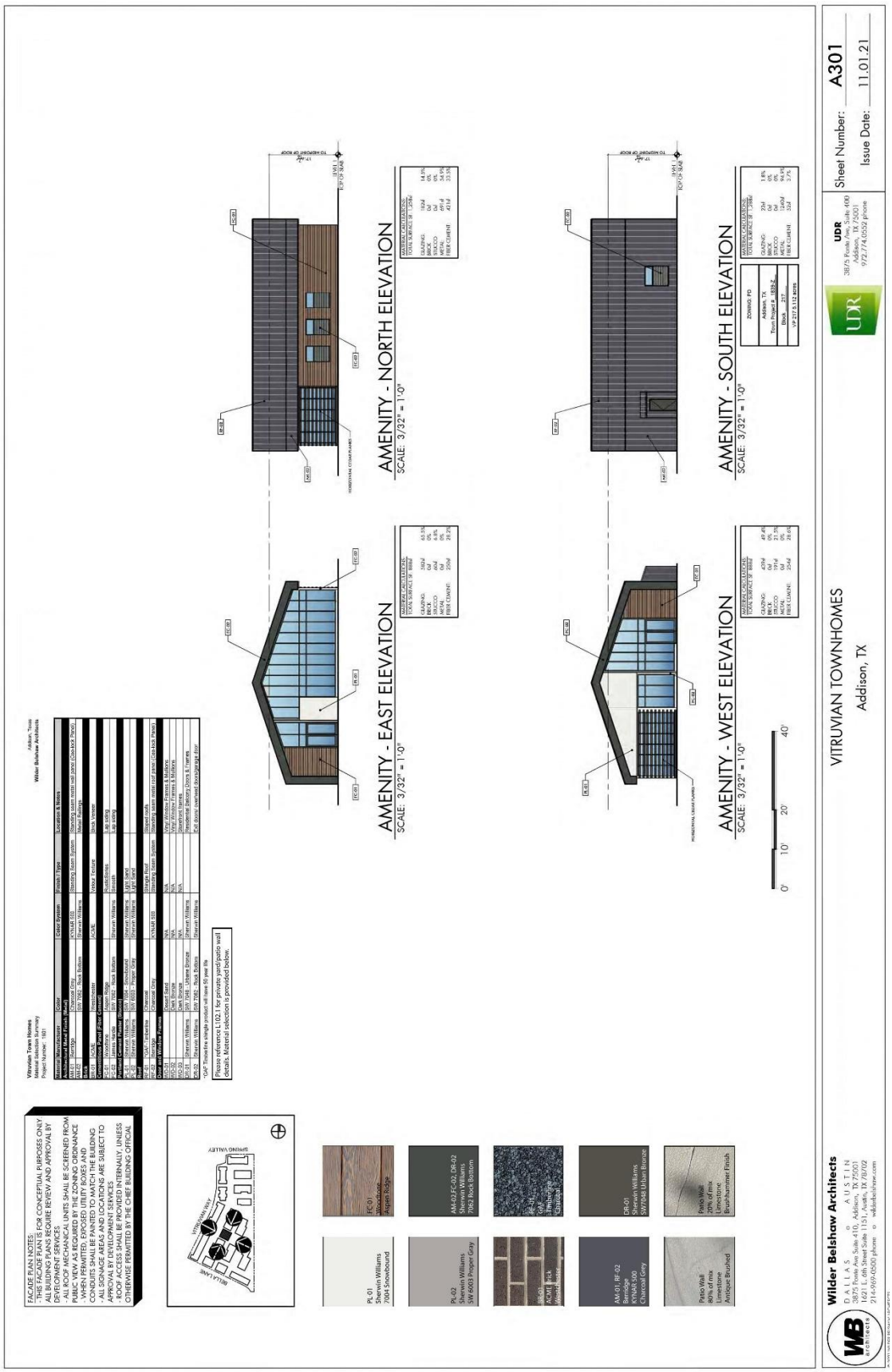

AMENITY - EAST ELEVATION
SCALE: 3/32" = 1'-0"
AMENITY - NORTH ELEVATION
SCALE: 3/32" = 1'-0"
AMENITY - WEST ELEVATION
SCALE: 3/32" = 1'-0"
AMENITY - SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A301
Issue Date: 11.01.21

EXHIBIT C


SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION (VITRUVIAN WAY)
SCALE: 3/32" = 1'-0"
NORTH ELEVATION (SPRING VALLEY ROAD)
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A302
Issue Date: 11.01.21

EXHIBIT C


EAST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION (VITRUVIAN WAY)
SCALE: 3/32" = 1'-0"
NORTH ELEVATION (SPRING VALLEY ROAD)
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A303
Issue Date: 11.01.21

EXHIBIT C


SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION (VITRUVIAN WAY)
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A304
Issue Date: 11.01.21

EXHIBIT C


VITRUVIAN TOWNHOMES
Addison, TX
SOUTH ELEVATION (MAIN ENTRY)
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION (VITRUVIAN WAY)
SCALE: 3/32" = 1'-0"
FACADE PLAN NOTES:
- THESE ELEVATIONS ARE FOR CONCEPTUAL PURPOSES ONLY
- ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- ANY AREA PAINTED TO MATCH THE BUILDING
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
Spring Valley
Belt Line
PL-01 Sherwin Williams 7006 Extra White
FC-01 Woodtone Rustic Ridge
7004 Snowbound PL-02 Sherwin Williams SW 6083 Pepper Gray
AM-02/FC-02, DR-02 Sherwin Williams 7060 Rock Bottom
BR-01 ACME Brick Westminster
AM-01 RF-02 Bermidge KYNAR 500 Charcoal Grey
DR-01 Sherwin Williams SW7068 Urbain Bronze
Patio Wall 80% of mix Limestone Antique Brushed
Patio Wall 20% of mix Limestone Brushhammer Finish
0' 10' 20' 40'
ZONING PD
Addison, TX
Town Project #: 1839-Z
Lot: 1
Block: 2217
VP 217.5 115 acres
UDR
3875 Forde Ave, Suite 400
Addison, TX 75001
972.774.3552 phone
Wilder Belshaw Architects
D A L L A S o A U S T I N
3875 Forde Ave Suite 410, Addison, TX 75001
1301 E. Riverside Drive Suite 115, Austin, TX 78741
214-550-2530 phone o wilderbelshaw.com
Sheet Number: A305
Issue Date: 11.01.21

EXHIBIT C


SOUTH ELEVATION (BELLA LANE)
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION (MAIN ENTRY)
SCALE: 3/32" = 1'-0"
WEST ELEVATION (VITRUVIAN WAY)
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A306
Issue Date: 11.01.21

EXHIBIT C


NORTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION (BELLA LANE)
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshow Architects
UDR
Sheet Number: A307
Issue Date: 11.01.21

EXHIBIT C


NORTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION (BELLA LANE)
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
DALLAS AUSTIN
UDR
3875 Forte Ave, Suite 400
Addison, TX 75001
972.774.0552 phone
Sheet Number: A308
Issue Date: 11.01.21
FACADE PLAN NOTES:
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY
ALL BUILDING PLANS ARE SUBJECT TO SITE PLAN REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUIT 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
PL 01 Sherwin Williams 7006 Extra White
7004 Snowbound PL-02 Sherwin Williams SW 6003 Proper Grey
AM-01 RF-02 Bemidge KYNAR 500 Charcoal Grey
Patio Wall 20"x6" Flat Limestone Antique Brushed
FC 01 Woodcore Aspen Ridge
AM-02 FC-02, DR-02 Sherwin Williams 7062 Rock Bottom
BR-01 ACME Brick Weinerberger
DR-01 Sherwin Williams SW7048 Urbain Bronze
Patio Wall 20"x6" Flat Limestone Brushhammer Finish
0' 10' 20' 40'

EXHIBIT C


VITRUVIAN TOWNHOMES
Addison, TX
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
FACADE PLAN NOTES:
- THESE FACADES ARE FOR CONCEPTUAL PURPOSES ONLY
- ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- ALL METAL FLASHING, BOX OUTS, VENTS, AND EXPOSED 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
PL-01 Sherwin Williams 7004 Snowbound
PL-02 Sherwin Williams SW 6068 Propert Grey
BR-01 ACME Brick Mesquite Ridge
AM-01, RF-02 Bermuda Krypton Stucco Grey
Patio Wall 20% of mix Limestone Antique Brushed
FC-01 Sherwin Williams Aspen Ridge
FC-02, DR-02 Sherwin Williams Pitch Black Bottom
RF-01 Certainteed Landmark Weathered Wood
DR-01, AM-02 Sherwin Williams SW 6068 Urbane Bronze
Patio Wall 20% of mix Limestone Brushhammer Finish
ZONING PD
Addison, TX
Town Project # 1839-Z
Lots 237
VP 2315 512 acres
UDR
3875 Trinity Suite 400
Addison, TX 75001
972.774.0552 phone
Sheet Number: A309
Issue Date: 12.03.21
Wilder Belshow Architects
D A L L A S
3875 Trinity Ave Suite 410, Addison, TX 75001
1021 E. 6th Street Suite 1151, Austin, TX 78702
214-969-0060 phone o wilderbelshow.com

EXHIBIT C


NORTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
FACADE PLAN NOTES
- THE FACADE PLANS IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- SHEET METAL FLASHING, COUNTER FLASHING, AND VENT 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
PL-01 Sherwin Williams 7644 Snowbound
PL-02 Sherwin Williams SW 6063 Proper Gray
FC-01 Hardie Artisan Ridge
FC-02, DR-02 Sherwin Williams 7062 Rock Bottom
BR-01 ACME Brick Company Weathered Slate
BR-02 ACME Brick Company Chestnut
AM-01, BF-02 Berridge KYNAR 500 Charcoal Gray
DR-01, AM-02 Sherwin Williams SW7046 Urban Bronze
Patio Wall ACME Brick Limestone Antique Brushed
Patio Wall ACME Brick Limestone Brushhammer Finish
ZONING PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217.5 112 acres
UDR
3875 Pointe Ave, Suite 400
Addison, TX 75001
972.774.0552 phone
Wilder Belshaw Architects
DALLAS o AUSTIN
3875 Pointe Ave, Suite 410, Addison, TX 75001
1621 E. 6th Street, Suite 115, Austin, TX 78702
214-969-0500 phone o wilderbelshaw.com
Sheet Number: A310
Issue Date: 12.03.21

EXHIBIT C


SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
FACADE PLAN NOTES:
- THESE ELEVATIONS ARE FOR CONCEPTUAL PURPOSES ONLY
- ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- ALL METAL FLASHING, EXPOSED LOUVERS, AND EXPOSED 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
PL-01 Sherwin Williams 7004 Snowbound
PL-02 Sherwin Williams SW 6003 Proper Gray
PR-01 ACME Brick Meadow Mist
AM-01, RF-02 Berridge K/NAR 500 Charcoal Gray
Patio Wall 80% of max Limestone Antique Brushed
FC-01 Hardiplank Aspen Ridge
FC-02, DR-02 Sherwin Williams 7062 Rock Bottom
PR-01 ACME Brick Timberline Chestnut
DR-01, AM-02 Sherwin Williams SW7048 Urbane Bronze
Patio Wall 20% of max Limestone Brushhammer Finish
0' 10' 20' 40'
Wilder Belshaw Architects
D.A.L.A.S. o A.U.S.T.I.N
3875 Ponte Ave Suite 410, Addison, TX 75001
1621 E. 6th Street Suite 1151, Austin, TX 78702
214-969-0500 phone o wilderbelshaw.com
UDR
3875 Ponte Ave Suite 400
Addison, TX 75001
972.774.0552 phone
Sheet Number: A311
Issue Date: 12.03.21

EXHIBIT C

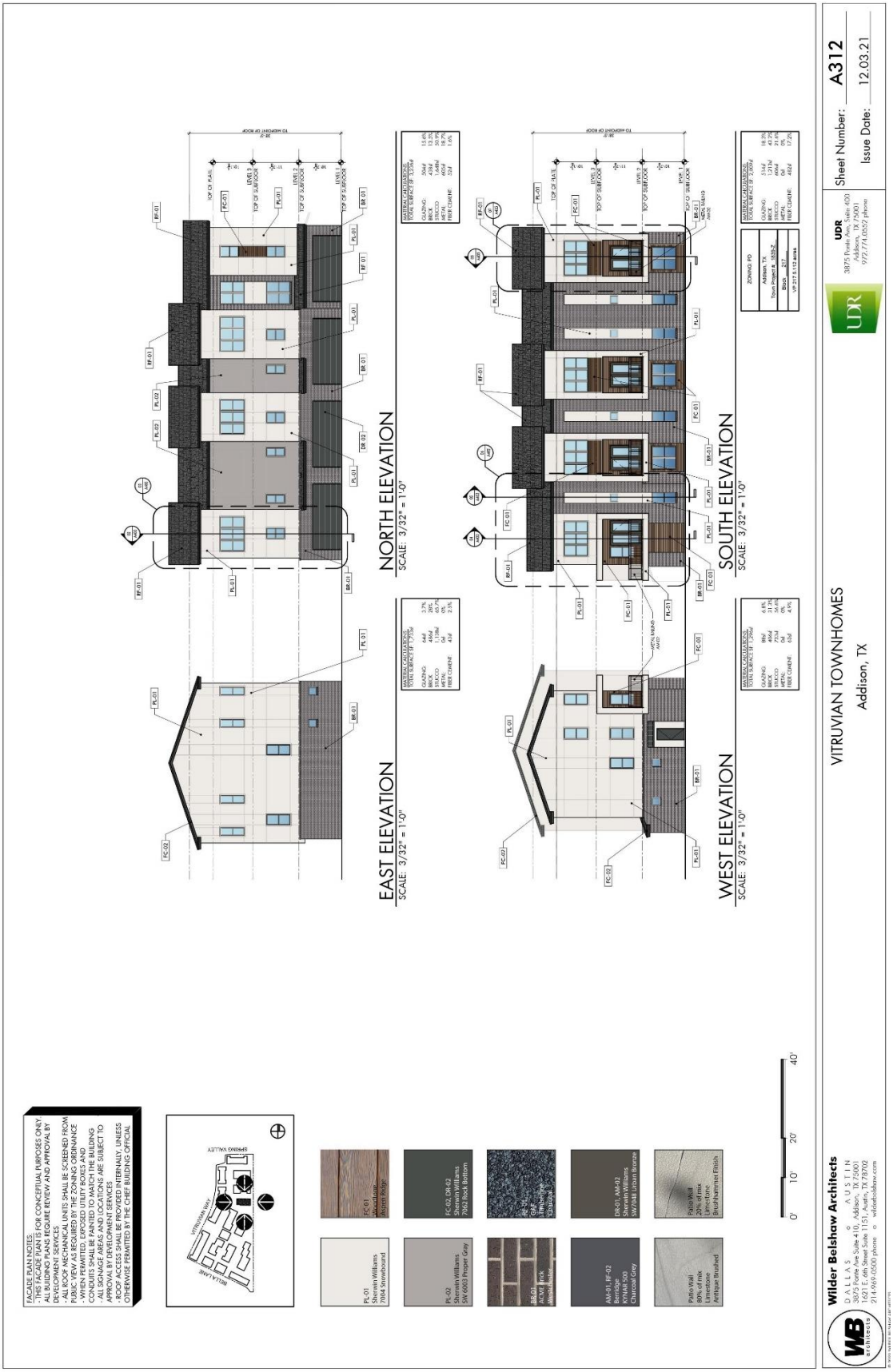

NORTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
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SOUTH ELEVATION
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WEST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A312
Issue Date: 12.03.21

EXHIBIT C


EAST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
DALLAS AUSTIN
UDR
Sheet Number: A313
Issue Date: 12.03.21
FACADE PLAN NOTES:
- THESE ELEVATIONS ARE FOR CONCEPTUAL PURPOSES ONLY
- ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- ALL VENTS, FLUES AND ROOF PENETRATIONS, EXCEPT FOR 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
PL-01 Sherwin Williams SW7048 Urbane Bronze
PL-02 Sherwin Williams SW 6003 Proper Gray
BR-01 Acme Brick Mission Antique
AM-01, BF-02 Bemis KYNAR 500 Charcoal Grey
Patio Wall 80% of max 10 feet max Antique Brushed
FC-01 Sherwin Williams SW7048 Urbane Bronze
FC-02, DR-02 Sherwin Williams 7602 Rock Bottom
AM-02 Bemis KYNAR 500 Sandstone
DR-01, AM-02 Sherwin Williams SW 7048 Urban Bronze
Patio Wall 20% of max 10 feet max Brushhammer Finish

EXHIBIT C


SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A314
Issue Date: 12.03.21

EXHIBIT C


FACADE PLAN NOTES:
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- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- ALL EXPOSED METAL FLASHING AND METAL GUTTERS 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
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVATION
SCALE: 3/32" = 1'-0"
VITRUVIAN TOWNHOMES
Addison, TX
Wilder Belshaw Architects
UDR
Sheet Number: A315
Issue Date: 12.03.21

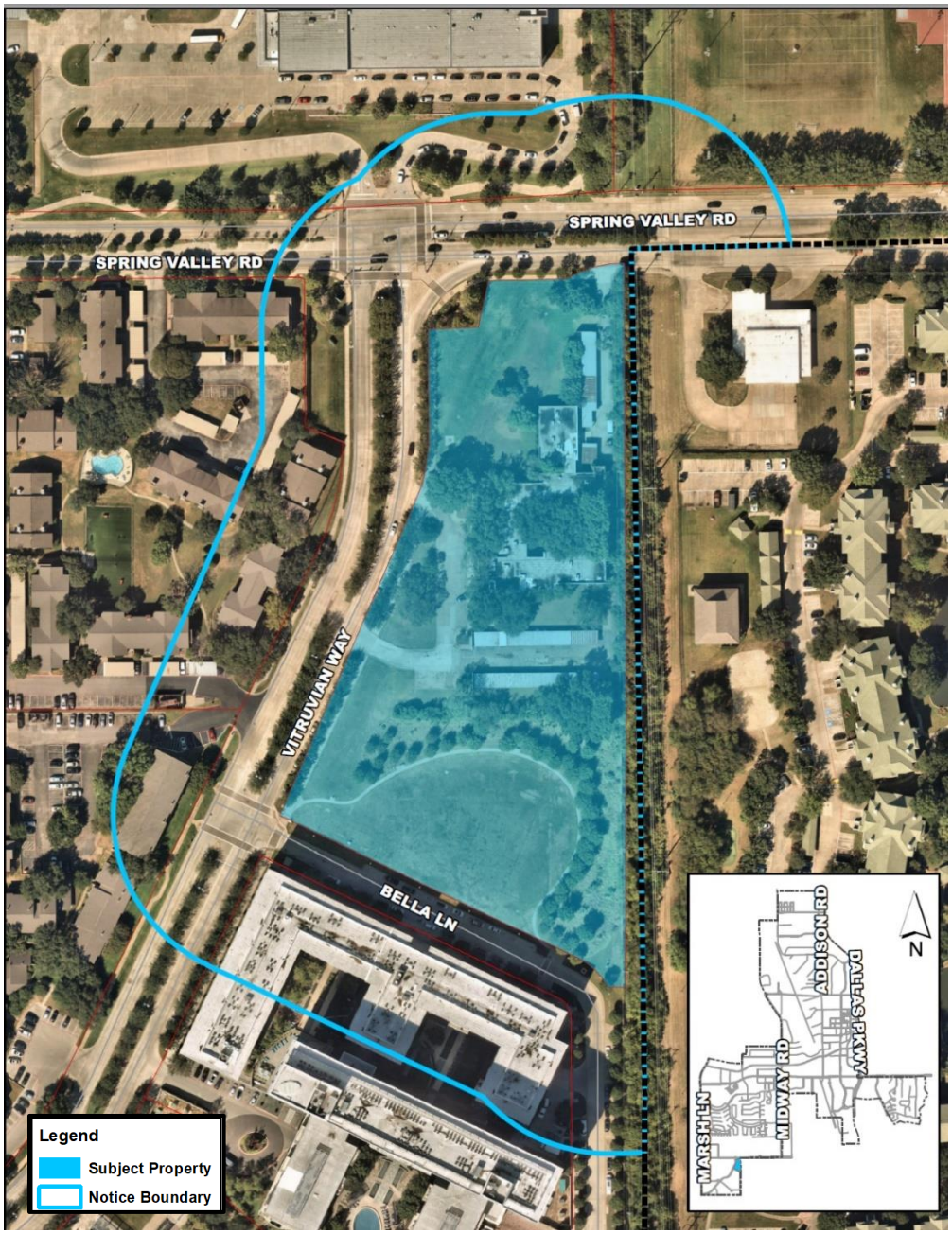
EXHIBIT C


VITRUVIAN TOWNHOMES
Addison, TX
NORTH ELEVATION
SCALE: 3/32" = 1'-0"
WEST ELEVATION
SCALE: 3/32" = 1'-0"
SOUTH ELEVATION
SCALE: 3/32" = 1'-0"
EAST ELEVAITON
SCALE: 3/32" = 1'-0"
FACADE PLAN NOTES:
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY
ALL BUILDING FACADES ARE SUBJECT TO REVIEW AND APPROVAL BY DEVELOPMENT SERVICES
- ALL ROOF MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUIT 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
PL-01 Sherwin Williams 7004 Snowbound
PL-02 Sherwin Williams SW 6003 Proper Gray
FC-01 Woodtone Acorn Ridge
FC-02, DR-02 Sherwin Williams 7062 Rock Bottom
BR-01 GAF Timberline Driftwood
AM-01, PF-02 Bendigo KYNAR 500 Charcoal Grey
DR-01, AM-02 Sherwin Williams SW7048 Urbain Bronze
Patio Wall 80% of mix Limestone Antique Brushed
Patio Wall 20% of mix Limestone Brushhammer Finish
Wilder Belshaw Architects
UDR
Sheet Number: A316
Issue Date: 12.03.21

1839-Z

PUBLIC HEARING Case 1839-Z/Vitruvian Townhomes. Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance, for a 5.11-acre Property Located at the Southeast Corner of Spring Valley Road and Vitruvian Way, currently zoned Planned Development (PD) through Ordinance No. O07-034 as amended by Ordinance No. O16-017, to Amend the Concept Plan and Approving a Development Plan with Waivers to the Development Standards, including but not limited to, Street Build-To Line, Exterior Building Material, and Building Color Standards for a Multi-Family Development Comprised of 85 Dwelling Units and Associated Amenity Space.

Location Map



November 12, 2021

STAFF REPORT

RE:	1839-Z/Vitruvian Townhomes
LOCATION:	5.11 acres at the southeast corner of Spring Valley Road and Vitruvian Way and north of Bella Lane.
REQUEST:	Amendment of the Concept Plan established by Planned Development (PD) District Ordinance No. O16-017 and approval of a Development Plan with waivers to the development standards, including but not limited to, street build-to line, exterior building material, and building color standards.
APPLICANT:	UDR, Inc.

DISCUSSION:

Background: On October 9, 2007, UDR obtained approval to rezone approximately 99-acres south of Spring Valley Road, east of Marsh Lane, and north of Brookhaven College, to Planned Development District (PD), Ordinance No. 007-034. Six years later in 2013, the zoning for the project was expanded to include an additional 21.7 acres, which included the Brookhaven Village Shopping Center and the subject property situated at the southeast corner of Spring Valley Road and Vitruvian Way, with the approval of Ordinance No. O13-026.

Then in 2016, Ordinance No. O16-017 was approved, which amended the concept plan to incorporate additional retail and office within the development. The uses and development standards associated with the PD were also modified to allow for the revised concept plan.

This PD requires that prior to the issuance of a building permit for any development within the district, a development plan for the project must be approved by the Planning and Zoning Commission and the City Council.

This request is two-fold; an amendment to the concept plan to allow for a lower density multi-family development (townhome form) at the southeast corner of Spring Valley Road and Vitruvian Way, designated as block 217 in the Vitruvian Park concept plan, and to consider approval of a development plan for the proposed multifamily development.

Proposed Plan: The proposed development plan includes 85 three-story multifamily units, designed in a townhome form, and an amenity area near the center of the site. The unit mix

ranges from one to three bedrooms units with an average unit size of 1,927 square feet. A two-car garage is provided for each unit at the ground level.

The proposed development meets the intent of the urban form standards of the Vitruvian Park neighborhood by engaging the surrounding street network with buildings and providing patios and stoops at the ground floor. Townhome buildings internal to the site will front onto landscaped common areas to maximize social activity and pedestrian connectivity within the project. Along the eastern boundary of the property, an 8 foot trail connecting Bella Lane to Spring Valley Road will be constructed in accordance with the Town's Trails Master Plan.

The amenity center and pool will be constructed in conjunction with the townhome buildings and is centrally located in the development, with direct visibility from Vitruvian Way. The amenity building is 2,753 square feet and will contain the leasing office, mail room, and workout facility, and will provide access to the community pool amenity that will be accommodated immediately to the east. The design of these buildings is intended to be a modern esthetic with the use of a grey and white color scheme.

Development Plan: As part of this request, the Planning & Zoning Commission must consider approval of the development plan, which is a ministerial process required by the PD. The purpose of the development approval process is to review the proposal in context of the zoning and development standards for the site.

The following sections of the staff report will address development plan compliance with each section of the PD ordinance.

Uses: The applicant is proposing 85 multi-family dwelling units. The proposed use is permitted by right on this property.

Development Standards: Development standards regulate the setbacks, building heights, lot sizes, and square footages of certain uses. The development plan complies with these development standards, except as outlined below:

> *Street Build-to Line:* The development standards require that at least 70% of all buildings (including walls and fences) be at the build-to line along Vitruvian Way and Bella Lane. The buildings comply with the build-to zone required along Bella Lane, a type C street, which requires the building to be situated between 6 and 9 feet from the street-facing property boundary. However, along Vitruvian Way, a type A street, there is a build-to line of 9 feet from the property boundary. Due to the curvature of the street and the sidewalk being accommodated within the property, some of these buildings fronting Vitruvian Way are setback further than 9 feet.
>
> The proposal does not fully comply with the street build-to line standard for Vitruvian Way and the applicant is requesting a waiver for this design consideration.

Minimum area per dwelling unit: The development standards establish the following minimum unit size criteria:

- Efficiency: 450 square feet
- One-Bedroom: 600 square feet
- Two-Bedroom: 850 square feet
- Three-Bedroom: 1,000 square feet

The development plans show 4 unit types ranging from one bedroom up to three bedroom units. All unit types comply with the minimum requirements with the smallest unit size being 1,500 square feet and the largest accommodating 2,228 square feet. The proposed development plan meets the minimum area per dwelling unit standard in the ordinance.

Open Space: Open space is required with residential uses and is calculated to require two acres for every 1,000 residents up to 2,250 and then 1.5 acres per 1,000 residents above 2,250. The ordinance assumes 1.5 persons per unit. This proposal would increase the units to a total of 2,291, which would require 3.19 acres of open space. The applicant has already dedicated 12 acres for Vitruvian Park, which would serve the residents in this proposed development. The proposed development plan meets the minimum open space requirements in the ordinance.

Parking: The ordinance requires that one parking space be provided per bedroom with a maximum required of two spaces per unit. For the proposed 85 units, a minimum of 151 parking spaces are required and a total of 215 parking spaces are being provided. Parking will consist of two spaces in a private garage per unit, 22 tandem spaces, and 23 surface spaces. The proposed development plan complies with the parking requirements in the ordinance.

Streetscapes: The proposal anticipates improvements to Bella Lane with the addition of a 6-foot sidewalk and modifications to on-street parking. Street improvements on Vitruvian Way are existing and according to the type A street standards. The proposed development plan complies with the streetscape requirements in the ordinance.

Exterior Appearance: The buildings are required to have 80% masonry construction on all sides visible or fronting a public street, a maximum of three building materials (excluding glass), and the dominant color be muted colors. The proposed façade plans include four materials: stucco, brick, fiber cement siding, and metal paneling.

The ordinance defines masonry construction as including, but not limited to, brick, stone, cultured stone, glazing/plate glass, and split face CMU. While all buildings accommodate brick on all sides of the buildings, the primary façade material is stucco, which accounts for over 50 percent of most elevations facing the street. The color of the proposed stucco is primarily SW Extra White. The PD ordinance only allows the use of stark white as an accent color, limiting its use to less than 1% of the building face. The applicant desires to use SW Extra White to provide a contrast with the gray building materials, creating a modern esthetic.

Stucco has previously been considered as masonry construction for other multi-family developments in the Vitruvian Park neighborhood. With the “masonry construction” definition not calling out stucco as a masonry material, this condition should be formally addressed through the waiver process. Staff believes that stucco should be considered as masonry construction, as it is prominent material in Vitruvian and the design of this project is compatible with the overall character of the district. Stucco is typically viewed as an acceptable building façade material by other municipalities in the region as well.

Additionally, the PD ordinance requires any balcony or patio railing/fencing to be constructed of wrought iron or metal. The proposal shows the patio for each unit being enclosed by a 3.5-foot tall stone wall with a metal entry gate.

The development plan does not fully comply with the exterior appearance requirements in the ordinance and the applicant has requested the following waivers:

- Exceeding the maximum number of façade materials
- Accounting for stucco as masonry construction
- Utilizing SW Extra White as a primary façade color
- Utilizing masonry materials in lieu of wrought iron or metal, for the patio enclosure

Landscape: The landscaping regulations in the ordinance govern the street edge as well as private landscaping. The proposal anticipates installation of street trees, street lighting, and street furnishings in accordance with the designated street types. The ground floor frontages for each unit will be landscaped between the edge of sidewalk and building and private outdoor patios will use artificial turf. Further design consideration will be required to account for maintenance of the artificial turf, during civil plan review. The plan has been reviewed by the Parks Department and no issues were identified. The proposed development plan complies with the landscape requirements in the ordinance.

Sustainability: The PD ordinance includes a variety of suggestions for a more environmentally conscious development. The proposal indicates that it will incorporate many of the sustainable aspects noted in the ordinance. The proposed development plan complies with the sustainability guidelines in the ordinance.

Screening: The PD ordinance requires that mechanical equipment as well as loading, service, and trash storage areas be screened from view of all public roadways. The applicant’s landscape plan accommodates required screening for mechanical equipment throughout the site. The dumpster is oriented away from the street and will be in a masonry enclosure with a metal gate and additional landscape screening. The proposed development plan complies with the screening requirements of the ordinance.

Flexible standards: The ordinance grants the Planning and Zoning Commission and City Council the authority to approve waivers from the standards included in the ordinance. The applicant is requesting the following waivers:

- Exceeding the 9 foot street build-to-line for segments of Vitruvian Way
- Exceeding the maximum number of façade materials
- Accounting for stucco as “masonry construction”
- Utilizing SW Extra White as a primary façade color
- Utilizing masonry materials in lieu of wrought iron or metal, for the patio enclosure

RECOMMENDATION: **APPROVAL**

The proposed Vitruvian Townhomes will provide a unique housing option in Vitruvian Park through the introduction of rental townhome units. The proposed character and quality of design is consistent with the Vitruvian Park neighborhood and will provide a strong gateway to the development.

Staff is supportive of the waivers to the development standards requested with this development plan based on the following considerations:

- The build-to line requirement is difficult to achieve due to the existing curvature of Vitruvian Way. Having the buildings setback further at this location creates additional landscaped area, adding visual interest to the project.

- Stucco is an appropriate façade material for this building type and categorizing it as masonry construction is consistent with past treatment of Vitruvian Park projects. Municipalities in the region typically consider stucco to be an acceptable building façade material.

- The proposed white coloring as a primary façade color as well as the use of four or more materials is targeted towards achieving a more modern design aesthetic, which is compatible with the adjacent Fiore development.

- While the use of masonry materials in lieu of a metal fence reduces transparency for the patio enclosure, the impact of that will be limited, as the fences are only 3.5 feet tall. The masonry cladding achieves a unique design that will add visual interest to the streetscape.

Staff recommends approval subject to no conditions.

Case 1839-Z/Vitruvian Townhomes

November 16, 2021

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 16, 2021, voted to recommend approval of an Ordinance amending Planned Development (PD) District Ordinance O07-034 (as amended) to approve a revised Concept Plan and provide for approval of a Development Plan and waivers to the Development Standards, including but not limited to, street build-to line, exterior building material and building color standards for a multifamily development comprised of 85 dwelling units and associated amenity space on a 5.1-acre property located at the southeast corner of Spring Valley Road and Vitruvian Way, subject to the following Development Standard waivers:

- The street build-to-line for Vitruvian Way may exceed 9 feet;
- The maximum number of façade materials may be four instead of three;
- Stucco façade materials shall be categorized as masonry construction;
- White shall be permitted and categorized as a primary façade color; and
- Masonry shall be a permitted alternative to wrought iron or metal fencing for patio enclosure construction.

Voting Aye: Catalani, Craig, DeFrancisco, Meleky, Resnik, Souers
Voting Nay: none
Absent: Fansler (recused)

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none



BLOCK 101

Residential	394 Units
Retail	13,000 SF

BLOCK 102

Residential	351 Units
Retail	17,000 SF
Office	17,000 SF

BLOCK 103

Residential	392 Units

BLOCK 201

Residential	383 Units

BLOCK 202

Residential	405 Units

BLOCK 203

Residential	366 Units

BLOCK 204

Office	130,000 SF
Retail (Below)	18000 SF

BLOCK 205

Retail (Below)	40,000 SF
Office (Above)	18,000 SF
Residential	31 Units

BLOCK 206

Hotel (Above)	200 Keys
Retail (Below)	14,000 SF

BLOCK 207

Residential	310 Units

BLOCK 208

Residential	146 Units

BLOCK 209

Office (Above)	24,000 SF
Retail (Below)	25,000 SF
Entertainment	45,000 SF

BLOCK 210

Office (Above)	152,000 SF
Retail (Below)	35,000 SF

BLOCK 211

Retail	87,000 SF

BLOCK 213

Residential	298 Units

BLOCK 214

Residential	338 Units

BLOCK 215

Residential	265 Units

BLOCK 216

Residential	382 Units

BLOCK 217

Residential	85 Units

BLOCK 301

Residential	411 Units

BLOCK 302

Residential	541 Units

BLOCK 303

Residential	290 Units

TOTAL

Residential	5,357 Units
Retail	300,000 SF
Office	350,000 SF

0 50 200

Lot Coverage	
Lot Size:	222,706.00
Building Footprint Totals:	81,783
Parking Lot SF Total:	66,210.1
% of building lot coverage:	37%
% of parking lot coverage:	30%
% of total lot coverage:	66%

Max Building Height	
To Top of Roof :	43'- 8"

Zoning :	PD 007-034 as amended by 016-017
Open Space SF :	37,694

Unit Mix
Vitruvian Town Homes - Addison, TX

Wilder Belshaw Architects Inc.
1st November 2021

Site size: 222,706
5.11
Density: 16.63

Unit Type	A1	B1	B2	C1	
# of bedrooms	1 Bedroom	2 Bedroom	2 Bedroom	3 Bedroom	
Min. Floor Area	1,500 SF	1,686 SF	1,880 SF	2,228 SF	
	19	5	26	35	85 Total Units
	28,500 SF	8,430 SF	48,880 SF	77,980 SF	

2,753 SF - AMENITY SPACE

163,790 SF - NET RENTABLE (RESIDENTIAL)
222,452 SF - GROSS

85 UNITS
1,927 SF AVERAGE

1 BR UNITS	19	22.4%
2 BR UNITS	31	36.5%
3 BR UNITS	35	41.2%

1,500 SF - Smallest Unit
2,228 SF - Largest Unit

PARKING REQUIRED

1 per 1BR Unit	19
2 per 2BR Unit	62
2 per 3BR Unit	70
TOTAL req'd	151

PARKING PROVIDED

170 Private Garage Spaces
22 Tandem Spaces
2 Accessible Spaces
21 Off Street Surface Spaces
215 spaces provided

Note: Handicap parking is provided in accordance with ADA standards.

4 Bicycle Parking spaces

2.53 Spaces per Unit



06 DEVELOPMENT PLAN
SCALE: 1"=40'

ACTION

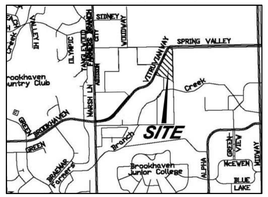
APPROVED **DENIED**

STAFF _____ _____
Date Initials

COUNCIL _____ _____
Date Initials

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.

Vicinity Map (NTS)



ADDISON SITE PLAN NOTES

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. All Buildings on a lot shall have automatic fire sprinklers installed throughout all structures. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

All mechanical equipment shall be screened per Ordinance NO. 016-017, #13. Refer to Landscape for screening materials and dimensions.

The development meets the sustainability requirements per Ordinance NO. 016-017, Exhibit F.

This project complies with Town of Addison applicable codes including 2018 ICC-codes and 2017 NEC

ZONING: PD
Addison, TX
Town Project # 1839-Z
BLOCK 217
VP 217 5.112 acres

Wilder Belshaw Architects
Dallas • Austin

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Suite 410Addison Texas 75001
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Project Owner:

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Civil:

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Southlake, TX 76092

(817) 552-6210

Issues and Revisions:

No.	Date	Issues
01	09.03.21	Site Submittal
02	10.11.21	City Comments
03	11.01.21	City Comments
04	11.09.21	City Comments

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

Drawing Name:

DEVELOPMENT PLAN

Sheet Number:

A101

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TOWN GENERAL NOTES:

1. ANY PLANTING WITHIN THE PUBLIC ROW MUST BE COORDINATED WITH THE TOWN OF ADDISON PARKS DEPARTMENT.
2. MECHANICAL EQUIPMENT IS SCREENED FROM PUBLIC ROADWAYS WITH EVERGREEN LANDSCAPE MATERIAL PER ORDINANCE NO. 007-034. PLANT MATERIAL TO BE MINIMUM HEIGHT OF 6' AT TIME OF INSTALLATION.

TOWN PLANTING NOTES:

1. ANY CHANGES TO PLANTINGS WITHIN THE PUBLIC R.O.W. MUST ALSO BE REPORTED TO THE TOWN OF ADDISON PARKS DEPARTMENT.
2. FINAL FINISH GRADE OF PLANTING AREAS IN THE PUBLIC R.O.W. MUST REVIEWED AND APPROVED BY THE TOWN OF ADDISON PARKS DEPARTMENT.
3. THE PARKS DEPARTMENT MUST REVIEW AND APPROVE ANY PLANT MATERIAL PROVIDED WITHIN THE PUBLIC R.O.W. PRIOR TO DELIVERY TO SITE. ANY PLANT SUBSTITUTION IN THE R.O.W. MUST BE PROVIDED TO THE PARKS DEPARTMENT FOR APPROVAL PRIOR TO PURCHASE.
4. PLANTINGS WITH THE PUBLIC R.O.W. MUST BE PLANTED WITH THE FOLLOWING SOIL SPECIFICATIONS:

   LANDSCAPE BEDS - PH BALANCED COMPOST FROM SOIL BUILDING SYSTEMS, OR APPROVED EQUAL. TILL INTO EXISTING SOIL TO ACHIEVE A MAXIMUM RATIO OF 50% COMPOST AND 1 PART EXISTING SOIL.

   STREETSCAPE LANDSCAPE / TREE PLANTING BEDS - DEEP TREE PLANTING MIX FROM SOIL BUILDING SYSTEMS OR APPROVED EQUAL. THIS PERTAINS TO ALL OF THE SOIL IN THE PLANTING AREA. IT IS NOT ALLOWABLE TO KEEP 2/3 NATIVE SOIL IN THE PLANTING AREA.

   LAWN - GUMBO BUSTER FROM SOIL BUILDING SYSTEMS OR APPROVED EQUAL, TILL IN 1 PART GUMBO BUSTER WITH PART NATIVE SOIL. NOTE THAT PLANTING AREAS WITH HEAVILY COMPACTED SOIL AND CONSTRUCTION DEBRIS MAY NOT QUALIFY AS NATIVE SOIL AND IMPORTED TOPSOIL MAY BE REQUIRED.

TOWN IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM THAT COMPLIES WITH THE TOWN'S IRRIGATION SPECIFICATIONS MUST BE INSTALLED IN THE PUBLIC R.O.W. ALL IRRIGATION WITHIN THE R.O.W. MUST BE CONTROLLED BY THE TOWN'S CENTRAL CONTROL SYSTEM. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF ANY RADIO ANTENNAE THAT MAY BE REQUIRED.
2. ANY PLANTING DAMAGED IN ADJACENT MEDIANS AND PROPERTIES DURING CONSTRUCTION IS TO BE REPLACED AT NO COST TO THE OWNER.
3. ANY DAMAGED PLANT MATERIAL CAUSED BY A NON-FUNCTIONAL IRRIGATION SYSTEM WILL BE REPLACED AT THE COST OF THE CONTRACTOR.
4. PLANTINGS MAY NOT BE INSTALLED UNTIL THE IRRIGATION SYSTEM IS INSTALLED, HAS A WORKING POWER SOURCE AND IF FULLY OPERATIONAL. CONTRACTOR RESPONSIBLE FOR IRRIGATION TO PLANTING UNTIL TRANSFERRED TO THE TOWN AFTER SUBSTANTIAL COMPLETION.

GENERAL NOTES:

1. WARNING!!!!!!!!! CALL BEFORE YOU DIG!!!!!! TOLL FREE 811
2. WRITTEN DIMENSIONS PREVAIL OVER SCALED DIMENSIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
3. THE CONTRACTOR BEARS ALL RESPONSIBILITY FOR VERIFYING ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO CONSTRUCTION. ANY DAMAGE TO UTILITIES THAT ARE TO REMAIN SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER. LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR ANY NOT SHOWN ON PLANS.
4. THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITIES WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.
5. ALL PROPOSED AND FINISHED GRADES ARE BASED ON INFORMATION PROVIDED BY THE OWNER'S SURVEY AND/OR CIVIL ENGINEER. ANY DISCREPANCIES IN ACTUAL FIELD MEASUREMENTS ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
6. CONTRACTOR IS RESPONSIBLE FOR ALL QUANTITIES PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDSCAPE ARCHITECT ARE PROVIDED FOR CONVENIENCE ONLY CONTRACTORS ARE TO BID THEIR OWN VERIFIED QUANTITIES. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
7. EASEMENTS SETBACKS, BUILDING, CURB AND GUTTER, UNDERGROUND UTILITIES HAVE BEEN SUPPLIED TO LANDSCAPE ARCHITECT BY THE PROJECT CIVIL ENGINEER. REFER TO CIVIL ENGINEER'S DRAWINGS FOR ADDITIONAL INFORMATION.
8. STUDIO OUTSIDE ASSUMES NO RESPONSIBILITY FOR DAMAGES. LIABILITIES, OR COST RESULTING FROM CHANGES OR ALTERATIONS MADE TO THE PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF STUDIO OUTSIDE.

PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE LANDSCAPE ARCHITECT OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE DRAWINGS. REF. TOWN PLANTING NOTES FOR R.O.W. PLANTING.
3. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AND MUST BE REPLACED WITH PLANT MATERIAL OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
4. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
5. FINAL FINISH GRADING SHALL BE REVIEWED BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION PRIOR TO PLANTING. REF. TOWN PLANTING NOTES FOR R.O.W. PLANTING.
6. ALL PLANT QUANTITIES LISTED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED IN THE PLANT SCHEDULE AND VERIFY ALL QUANTITIES.
7. LANDSCAPE CONTRACTOR TO PROVIDE STEEL EDGING (REFER TO MATERIALS PAGE) BETWEEN ALL PLANTING BEDS AND LAWN AREAS.
8. ALL PLANT MATERIAL SHALL CONFORM TO THE SPECIFICATIONS AND SIZES GIVEN IN THE PLANT LIST AND SHALL BE NURSERY GROWN IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK. LATEST EDITION AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. REF. CITY PLANTING NOTES FOR R.O.W. PLANTING.
9. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTOR'S ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
10. ALL NEW PLANTING AREAS TO BE AMENDED PER SPECIFICATIONS.
11. ANY PLANT MATERIAL THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THIRTY (30) DAYS.
12. PLANT MATERIAL SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE BUT NOT TO DISRUPT THE NATURAL GROWTH PATTERN OR CHARACTERISTIC FORM OF THE PLANT EXCEPT AS NECESSARY TO ACHIEVE HEIGHT CLEARANCE FOR VISIBILITY AND PEDESTRIAN PASSAGE OR TO ACHIEVE A CONTINUOUS OPAQUE HEDGE IF REQUIRED.
13. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, WEEDS, DEBRIS, AND DEAD PLANT MATERIAL
14. ALL LIME STABILIZED SOIL & INORGANIC SELECT FILL FOR BUILDING SHOULD BE REMOVED FROM PLANTING AREAS TO A DEPTH OF 24" & REPLACED WITH ORGANIC IMPORTED TOPSOIL FILL.

IRRIGATION NOTES:

1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL PLANTING AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. REF. TOWN IRRIGATION NOTES FOR R.O.W. IRRIGATION.
2. IRRIGATION SYSTEMS SHALL BE MAINTAINED AND REPLACED AS NECESSARY.
3. ALL PLANTING AREAS TO BE FULLY IRRIGATED.
4. IRRIGATION SYSTEM TO HAVE A FULLY AUTOMATED CONTROL SYSTEM.
5. ANY EXISTING PLANTING DAMAGED DURING CONSTRUCTION IS TO BE REPLACED AT NO COST TO THE OWNER.
6. IF THE EXISTING IRRIGATION SYSTEM IS DAMAGED OR TURNED OFF DURING CONSTRUCTION ACTIVITIES, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAND WATER ALL PLANT MATERIAL AS NEEDED.

STREET TREE REQUIREMENTS:

	REQUIRED	PROVIDED
VITRUVIAN WAY 552 LF STREET FOOTAGE ALONG PROPERTY LINE	19 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	23 TREES (21 EXISTING, 2 PROPOSED)
SPRING VALLEY ROAD 156 LF STREET FOOTAGE ALONG PROPERTY LINE	6 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	6 TREES (2 EXISTING, 4 PROPOSED)
BELLA LANE 420 LF STREET FOOTAGE ALONG PROPERTY LINE	14 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	14 TREES (1 EXISTING, 13 PROPOSED)

* *STREET LANDSCAPE BUFFER:* IN ALL DISTRICTS, A 20-FOOT WIDE LANDSCAPE BUFFER STRIP SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF THE PORTION OF THE PERIMETER OF THE LOT WHERE A PUBLIC OR PRIVATE STREET EXISTS, EXCLUSIVE OF DRIVEWAYS AND ACCESS WAYS TO POINTS OF INGRESS AND EGRESS TO AND FROM THE LOT. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR LANDSCAPING, IRRIGATION, AND MAINTENANCE OF ANY RIGHT-OF-WAY AREA BETWEEN THE PROPERTY LINE AND CURB LINE.

SUN CONDITION PLANT LEGEND

SYMBOL	PLANT ABBR.	BOTANICAL NAME COMMON NAME	MINIMUM SIZE	MINIMUM HEIGHT	MINIMUM SPREAD	MAXIMUM SPACING	COMMENTS
		CANOPY TREES					
	QV	Quercus virginiana 'SDLN' CATHEDRAL LIVE OAK	4" CAL. B&B/CONT.	14'-16'	8'		STRONG CENTRAL LEADER, MATCHED, FULL, WELL BRANCHED 7'-0" CLEAR TRUNK.
	TD	Taxodium distichum BALD CYPRESS	4" CAL. B&B/CONT.	14'-16'	10'-15'		STRONG CENTRAL LEADER, MATCHED, FULL, WELL BRANCHED 7'-0" CLEAR TRUNK.
		ORNAMENTAL TREES					
	CC	Cercis canadensis var. texensis TEXAS REDBUD	8'-10' HT. B&B/CONT.	8'-10' HT.	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
	CI	Chilopsis linaris DESERT WILLOW	8'-10' HT. B&B/CONT.	8'-10' HT.	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
	ID	Ilex decidua POSSUMHAW HOLLY	8'-10' HT. B&B/CONT.	8'-10' HT.	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
	SS	Sophora secundiflora TEXAS MOUNTAIN LAUREL	8'-10' HT. B&B/CONT.	8'-10' HT.	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
		SCREENING SHRUBS					
	IC	Ilex cornuta 'Burfordii' BURFORD HOLLY	8'-10' HT.	8'-10'	5'-14'	5'-10'	STRONG CENTRAL LEADER, MATCHED, FULL, WELL BRANCHED
	IN	Ilex x 'Nellie R. Stevens' NELLIE R. STEVENS HOLLY	45 GAL.	8'-10'	5'-14'	5'-10'	STRONG CENTRAL LEADER, MATCHED, FULL, WELL BRANCHED
	JV	Juniperus virginiana 'Taylor' TAYLOR JUNIPER	45 GAL.	8'-10'	5'-14'	50"	STRONG CENTRAL LEADER, MATCHED, FULL, WELL BRANCHED
		LARGE SHRUBS					
	LF	Leucophyllum frutescens 'Green Cloud' GREEN CLOUD TEXAS SAGE	5 GAL.	24"	24"	54"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	IB	Ilex cornuta 'Dwarf Burford' DWARF BURFORD HOLLY	7 GAL.	36"	24"	42"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	MC	Myrica cerifera pumila DWARF WAX MYRTLE	5 GAL.	36"	24"	36"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		MEDIUM SHRUBS					
	AR	Abelia x 'Rose Creek' ROSE CREEK ABELIA	5 GAL.	18"	18"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	AG	Aeschynanthus quadrifidus var. wrightii FLAME ACANTHUS	5 GAL.	18"	18"	36"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	BT	Berberis thunbergii BARBERRY	5 GAL.	18"	18"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SG	Salvia greggii AUTUMN SAGE	5 GAL.	18"	18"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YF	Yucca filamentosa GOLDEN SWORD YUCCA	5 GAL.	18"	18"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	HP	Hesperaloe parviflora RED YUCCA	5 GAL.	24"	24"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	YR	Yucca recurvifolia SOFT LEAF YUCCA	5 GAL.	24"	24"	4'-6"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		SMALL SHRUBS					
	YP	Yucca pallida PALE LEAF YUCCA	5 GAL.	18"	18"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	HS	Hydrangea paniculata 'Jane' LITTLE LIME HYDRANGEA	5 GAL.	30"	24"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SB	Spiraea x bumalda 'Goldmound' GOLDMOUND DWARF SPIREA	5 GAL.	18"	18"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SH	Salvia 'Henry Duelberg' HENRY DUELBERG SALVIA	5 GAL.	18"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	IV	Ilex vomitoria 'Nana' DWF. YAUPON HOLLY	5 GAL.	18"	18"	42"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		ORNAMENTAL GRASSES					
	BB	Bouteloua gracilis 'Blonde Ambition' BLONDE AMBITION BLUE GRAMA	1 GAL.	12"	8"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	EC	Eragrostis curvula WEEPING LOVE GRASS	1 GAL.	12"	8"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	MA	Miscanthus sinensis 'Adagio' 'ADAGIO' MAIDEN GRASS	1 GAL.	12"	8"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PV	Panicum Virgatum 'Shenandoah' SHENANDOH SWITCHGRASS	1 GAL.	12"	36"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		GROUND COVERS					
	CT	Carex texensis TEXAS SEDGE	1 GAL.	12"	12"	12"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	EF	Euonymus fortunei 'Coloratus' PURPLE ENVIROCREEPER	1 GAL.	8"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		TURF GRASSES					
	SD	Stenotaphrum secundatum 'Del Mar' DEL MAR ST. AUGUSTINE SOD	SOLID SOD	-	-	-	SEE SPECS

SHADE CONDITION PLANT LEGEND

SYMBOL	PLANT ABBR.	BOTANICAL NAME COMMON NAME	MINIMUM SIZE	MINIMUM HEIGHT	MINIMUM SPREAD	MAXIMUM SPACING	COMMENTS
		ORNAMENTAL TREES					
	AP	Acer palmatum var. atropurpureum 'Bloodgood' BLOODGOOD JAPANESE MAPLE	7'-8' HT. B&B/CONT.	7'-8'	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
	CF	Cercis canadensis 'Forest Pansy' FOREST PANSY REDBUD	7'-8' HT. B&B/CONT.	7'-8'	4'-5'		FULL, WELL BRANCHED, LOW BRANCHING HABIT, SPECIMEN QUALITY
		LARGE SHRUBS					
	HQ	Hydrangea quercifolia OAKLEAF HYDRANGEA	5 GAL.	30"	24"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	FJ	Fatsia japonica FATSIA	5 GAL.	30"	24"	42"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PM	Podocarpus macrophyllus PODOCARPUS	7 GAL.	36"	24"	42"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		MEDIUM SHRUBS					
	AJ	Aucuba japonica 'Variegata' GOLD DUST AUCUBA	5 GAL.	24"	18"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	MS	Mahonia 'Soft Caress' SOFT CARESS MAHONIA	5 GAL.	24"	24"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		SMALL SHRUBS					
	GH	Cephalotaxus harringtonia 'Fastigiata' 'FASTIGIATA' PLUM YEW	5 GAL.	14"	18"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	DE	Dryopteris erythrosora AUTUMN FERN	5 GAL.	18"	18"	6"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	PM	Pittosporum tobira 'Wheelers Dwarf' WHEELERS DWARF PITTOSPORUM	5 GAL.	14"	18"	30"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	SM	Sabal minor DWARF PALMETTO	7 GAL.	50"	36"	42"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		ORNAMENTAL GRASSES					
	CA	Carex tumulicola BERKELEY SEDGE	1 GAL.	12"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
		GROUNDCOVER					
	ARB	Ajuga reptans CARPET BUGLEWEED	1 GAL.	6"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	JI	Juncus inflexus 'Blue Arrows' BLUE ARROWS RUSH	1 GAL.	12"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	LM	Liriope muscari 'Big Blue' GIANT LIRIOPE BIG BLUE	1 GAL.	14"	14"	6"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER
	OJ	Ophiopogon japonicus MONDO GRASS	1 GAL.	12"	12"	18"	NURSERY GROWN, WELL ROOTED, FULL TO CONTAINER

LANDSCAPE REQUIREMENTS:

20' STREET LANDSCAPE BUFFER	PROVIDED
VISIBILITY TRIANGLES	REFER TO PLANS
OFF-STREET LOADING SCREEN	PROVIDED
PARKING LOT SCREENING	N/A

LANDSCAPE CALCULATIONS:

REQUIRED	PROVIDED
20% GROSS SITE LANDSCAPING	GROSS SITE SQ. FT.: 222,707 (5.1 ACRES) PROPOSED LANDSCAPE SQ. FT.: 60,431 (27% OF GROSS SITE SQ. FT.)

Wilder Belshaw Architects
Dallas • Austin

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The Arnold in East Austin 1621 E 6th Street Suite 1151Austin Texas 78702

214 969.0500 phone www.wilderbelshaw.com

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Issues and Revisions:

No.	Date	Issues
01	04.30.21	Site Submittal
02	07.30.21	Site Submittal
03	09.03.21	Site Submittal
04	10.12.21	Site Submittal
05	11.09.21	Site Submittal

REGISTERED LANDSCAPE ARCHITECT SALVADOR IMPASTATO 1983 STATE OF TEXAS

11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

Drawing Name:

GENERAL NOTES, PLANTING LEGEND & LANDSCAPE CALCULATIONS

Sheet Number:

L100

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TREES PROPOSED (STREET TREES):	REQUIRED	PROVIDED
VITRUVIAN WAY 718 LF STREET FOOTAGE ALONG PROPERTY LINE	24 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	23 TREES
SPRING VALLEY ROAD 143 LF STREET FOOTAGE ALONG PROPERTY LINE	5 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	6 TREES
BELLA LANE 449 LF STREET FOOTAGE ALONG PROPERTY LINE	15 TREES 1 TREE / 30 LF PER TOWN LANDSCAPE REGULATIONS	13 TREES

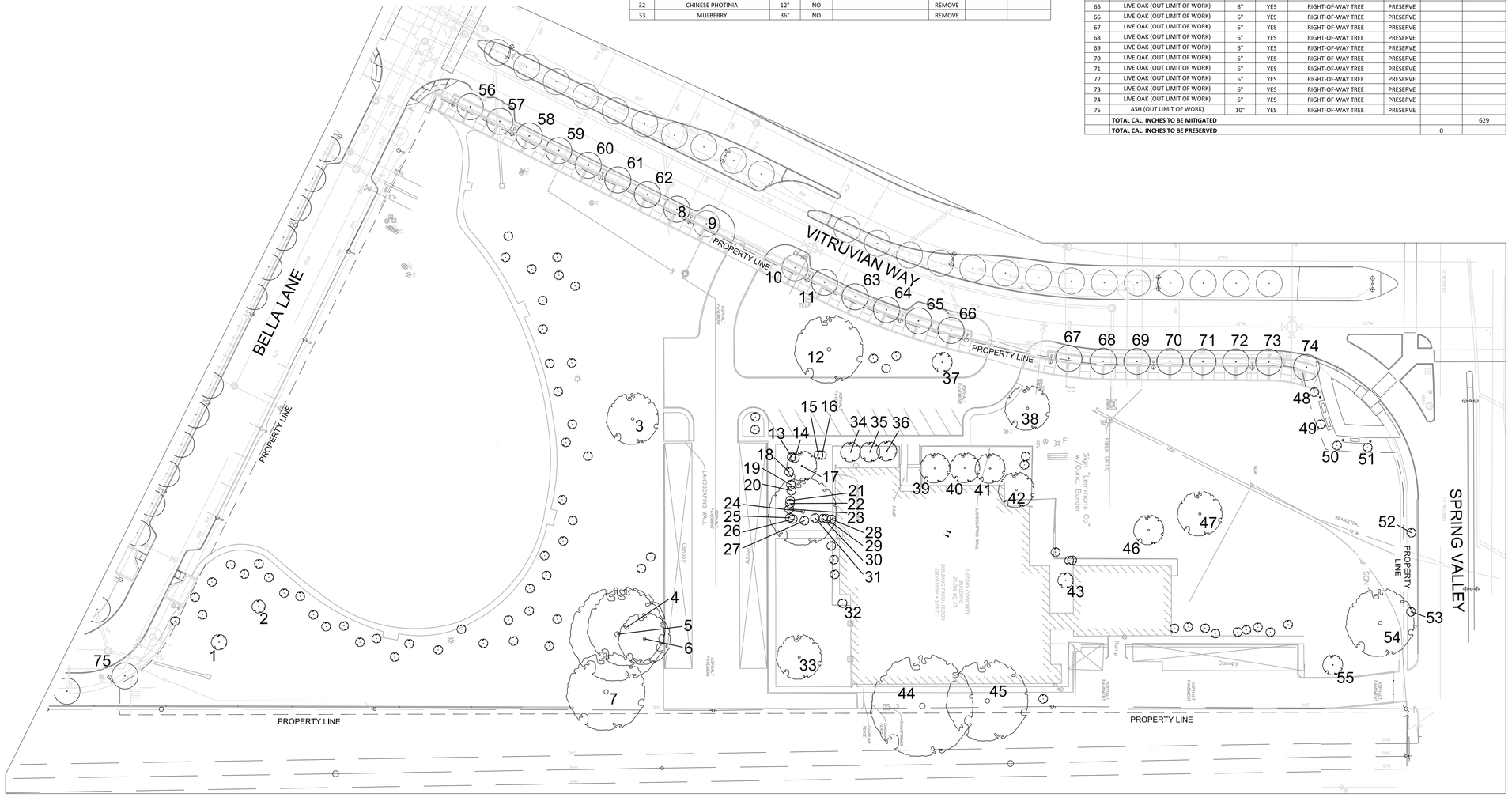
TREES PROPOSED (SITE TREES):	PROPOSED	TOTAL CAL.
SHADE TREES AVERAGE 4.5" CAL.	29 TREES	130"
ORNAMENTAL TREES AVERAGE 3.5" CAL.	92 TREES	322"
SCREENING TREES AVERAGE 3" CAL.	78 TREES	234"
	TOTAL CAL. PROPOSED	686"

TREE MITIGATION TABLE

NO.	TYPE	SIZE (CAL.)	ON THE LIST?	CLASIFICATION	ACTION	CAL. INCH PRESERVED	CAL. INCH TO BE MITIGATED
1	LIVE OAK	12"	YES		REMOVE		12
2	LIVE OAK	10"	YES		REMOVE		10
3	PECAN	36"	YES		REMOVE		36
4	RED OAK	60"	YES		REMOVE		60
5	RED OAK	72"	YES		REMOVE		72
6	RED OAK	36"	YES		REMOVE		36
7	RED OAK	60"	YES		REMOVE		60
8	LIVE OAK	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
9	LIVE OAK	8"	YES	RIGHT-OF-WAY TREE	REMOVE		
10	LIVE OAK	6"	YES	RIGHT-OF-WAY TREE	REMOVE		
11	LIVE OAK	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
12	RED OAK	48"	YES		REMOVE		48
13	CHINESE PHOTINIA	8"	NO		REMOVE		
14	CHINESE PHOTINIA	8"	NO		REMOVE		
15	CHINESE PHOTINIA	8"	NO		REMOVE		
16	CHINESE PHOTINIA	8"	NO		REMOVE		
17	LIVE OAK	24"	YES		REMOVE		24
18	CHINESE PHOTINIA	8"	NO		REMOVE		
19	CHINESE PHOTINIA	8"	NO		REMOVE		
20	CHINESE PHOTINIA	8"	NO		REMOVE		
21	CHINESE PHOTINIA	8"	NO		REMOVE		
22	CHINESE PHOTINIA	8"	NO		REMOVE		
23	CHINESE PHOTINIA	8"	NO		REMOVE		
24	LIVE OAK	50"	YES		REMOVE		50
25	CHINESE PHOTINIA	8"	NO		REMOVE		
26	CHINESE PHOTINIA	8"	NO		REMOVE		
27	CHINESE PHOTINIA	8"	NO		REMOVE		
28	CHINESE PHOTINIA	8"	NO		REMOVE		
29	CHINESE PHOTINIA	8"	NO		REMOVE		
30	CHINESE PHOTINIA	8"	NO		REMOVE		
31	CHINESE PHOTINIA	8"	NO		REMOVE		
32	CHINESE PHOTINIA	12"	NO		REMOVE		
33	MULBERRY	36"	NO		REMOVE		

TREE MITIGATION TABLE

NO.	TYPE	SIZE (CAL.)	ON THE LIST?	CLASIFICATION	ACTION	CAL. INCH PRESERVED	CAL. INCH TO BE MITIGATED
34	CEDAR ELM	15"	YES		REMOVE		15
35	CEDAR ELM	15"	YES		REMOVE		15
36	CEDAR ELM	15"	YES		REMOVE		15
37	YAUPON	11"	YES		REMOVE		11
38	RED OAK	36"	YES		REMOVE		36
39	LIVE OAK	24"	YES		REMOVE		24
40	LIVE OAK	24"	YES		REMOVE		24
41	LIVE OAK	24"	YES		REMOVE		24
42	LIVE OAK	30"	YES		REMOVE		30
43	MAGNOLIA	12"	YES		REMOVE		12
44	BRAD PEAR	72"	NO		REMOVE		
45	BRAD PEAR	60"	NO		REMOVE		
46	SWEET GUM	24"	NO		REMOVE		
47	BRAD PEAR	34"	NO		REMOVE		
48	CYPRESS (OUT LIMIT OF WORK)	10"	NO		PRESERVE		
49	CYPRESS (OUT LIMIT OF WORK)	10"	NO		PRESERVE		
50	CYPRESS (OUT LIMIT OF WORK)	10"	NO		PRESERVE		
51	CYPRESS (OUT LIMIT OF WORK)	10"	NO		PRESERVE		
52	LIVE OAK (OUT LIMIT OF WORK)	6"	YES		PRESERVE		
53	LIVE OAK (OUT LIMIT OF WORK)	6"	YES		PRESERVE		
54	BRAD PEAR	48"	NO		REMOVE		
55	RED OAK	15"	YES		REMOVE		15
56	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
57	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
58	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
59	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
60	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
61	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
62	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
63	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
64	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
65	LIVE OAK (OUT LIMIT OF WORK)	8"	YES	RIGHT-OF-WAY TREE	PRESERVE		
66	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
67	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
68	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
69	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
70	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
71	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
72	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
73	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
74	LIVE OAK (OUT LIMIT OF WORK)	6"	YES	RIGHT-OF-WAY TREE	PRESERVE		
75	ASH (OUT LIMIT OF WORK)	10"	YES	RIGHT-OF-WAY TREE	PRESERVE		
	TOTAL CAL. INCHES TO BE MITIGATED						629
	TOTAL CAL. INCHES TO BE PRESERVED					0	



0 40' 80'

NORTH

Tree Mitigation Plan | A

Scale: 1"=40'

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Issues and Revisions:

No.	Date	Issues
01	04.30.21	Site Submittal
02	07.30.21	Site Submittal
03	09.03.21	Site Submittal
04	10.12.21	Site Submittal
05	11.09.21	Site Submittal

REGISTERED LANDSCAPE ARCHITECT SALVADOR IMPASTATO 1983 STATE OF TEXAS

11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

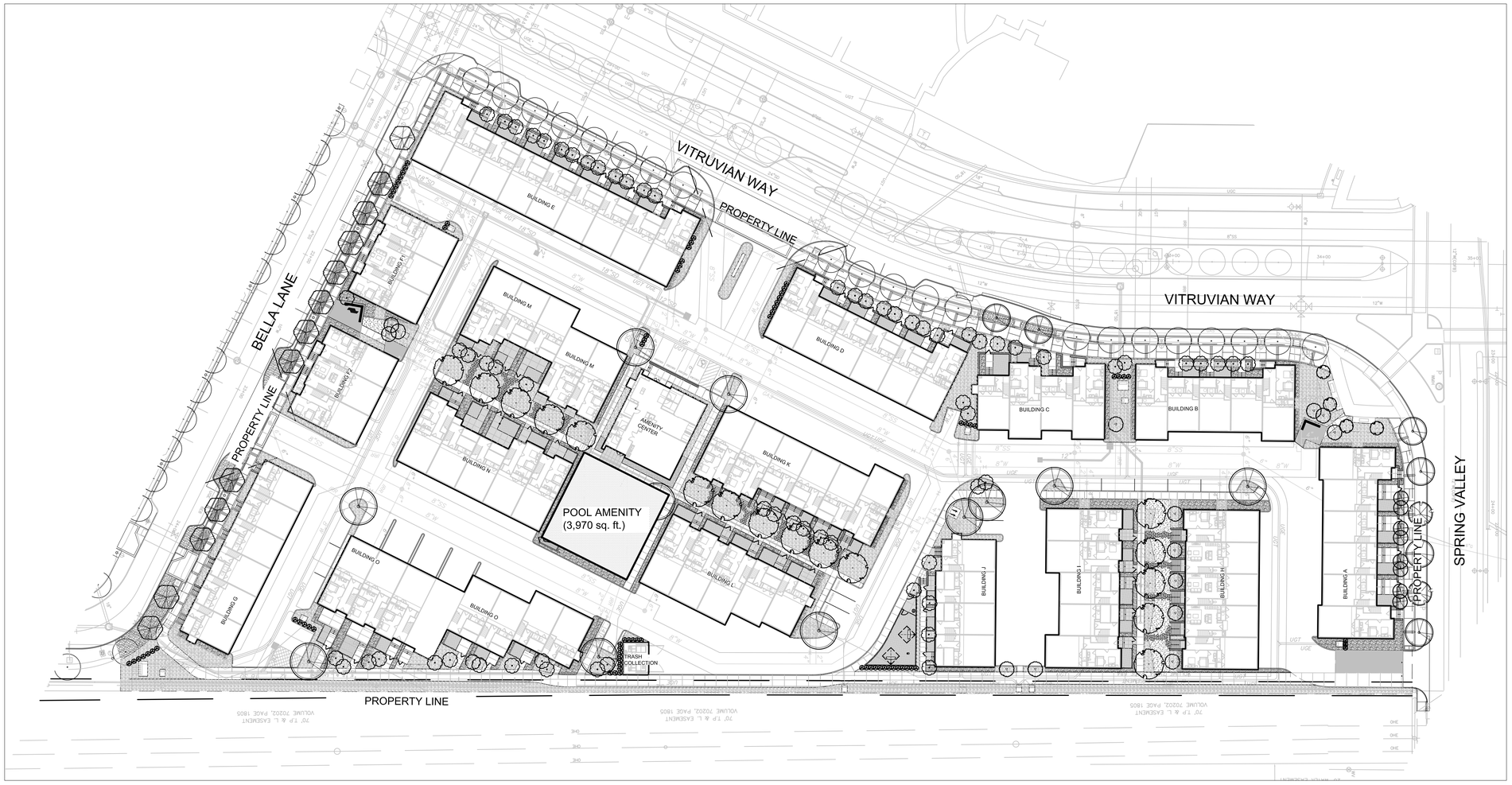
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TREE MITIGATION PLAN

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Overall Landscape Plan | A

Scale: 1"=40'

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1983
STATE OF TEXAS

11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

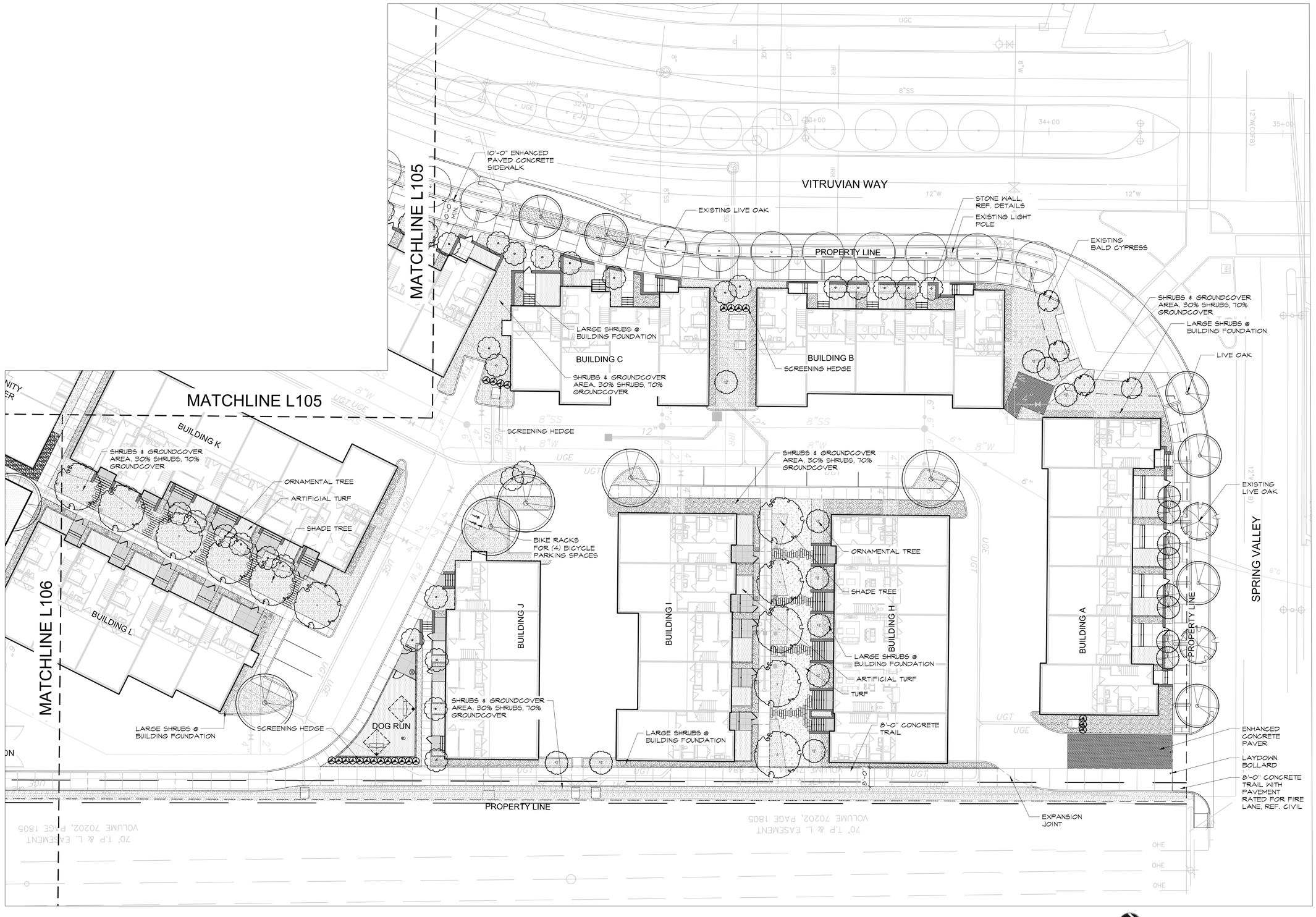
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REGISTERED LANDSCAPE ARCHITECT
SALVADOR IMPASTATO
1983
STATE OF TEXAS

11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

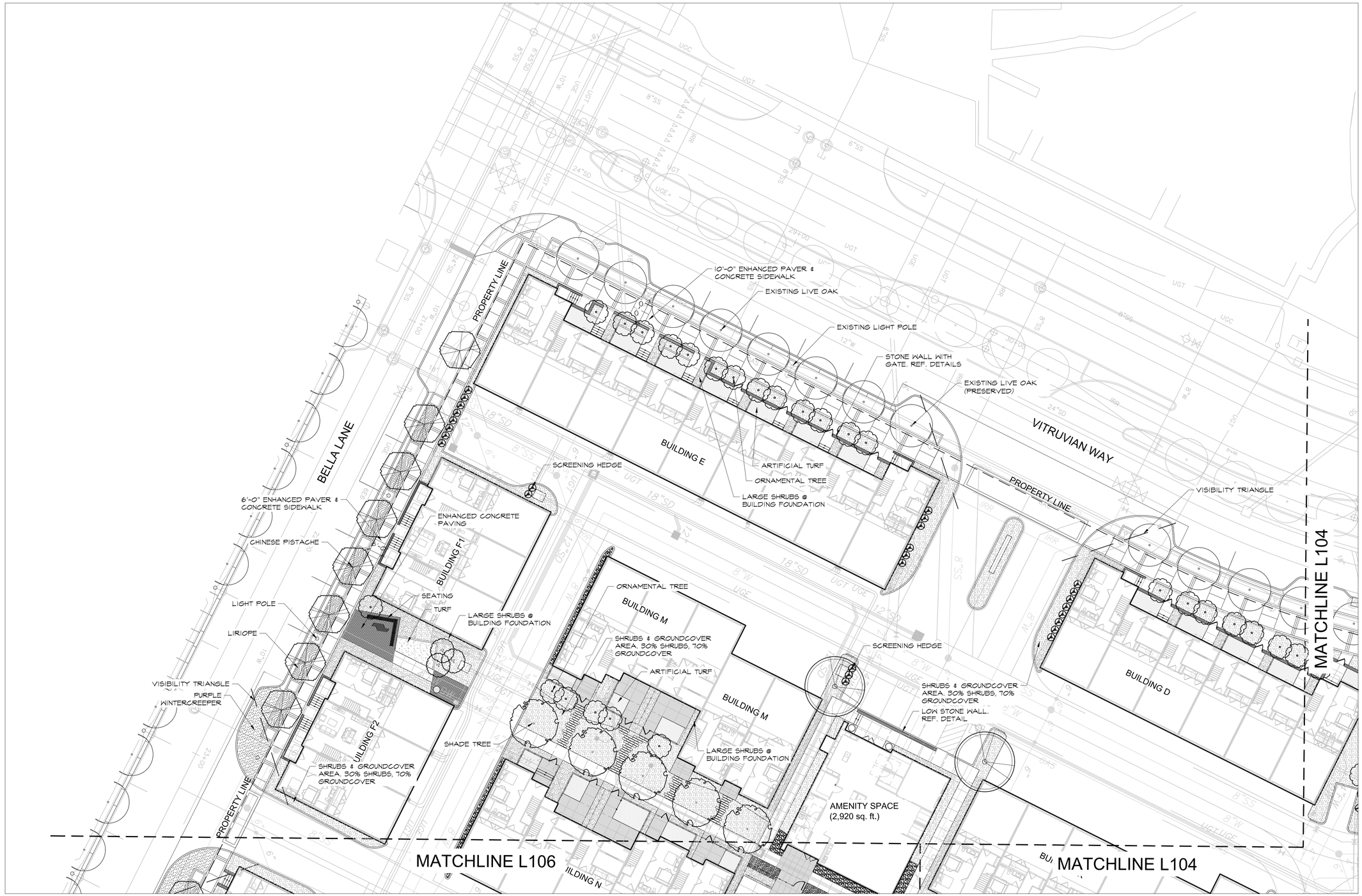
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REGISTERED LANDSCAPE ARCHITECT SALVADOR IMPASTATO 7983 STATE OF TEXAS
11.09.2021

Vitruvian Town Homes

Addison, Texas

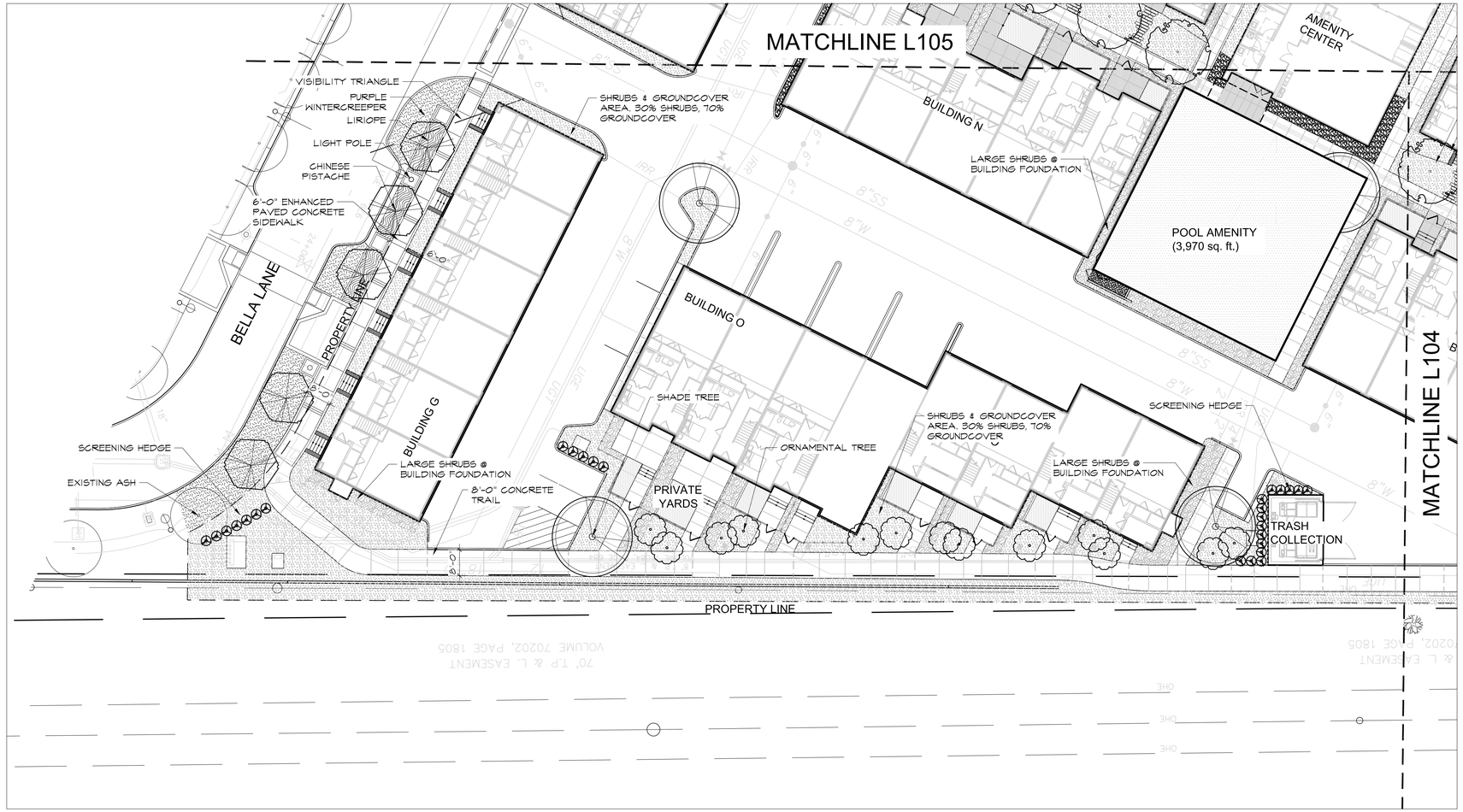
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LANDSCAPE PLAN

Sheet Number:
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11.09.2021

Vitruvian Town Homes

Addison, Texas

Wilder Belshaw Project Number: 1901

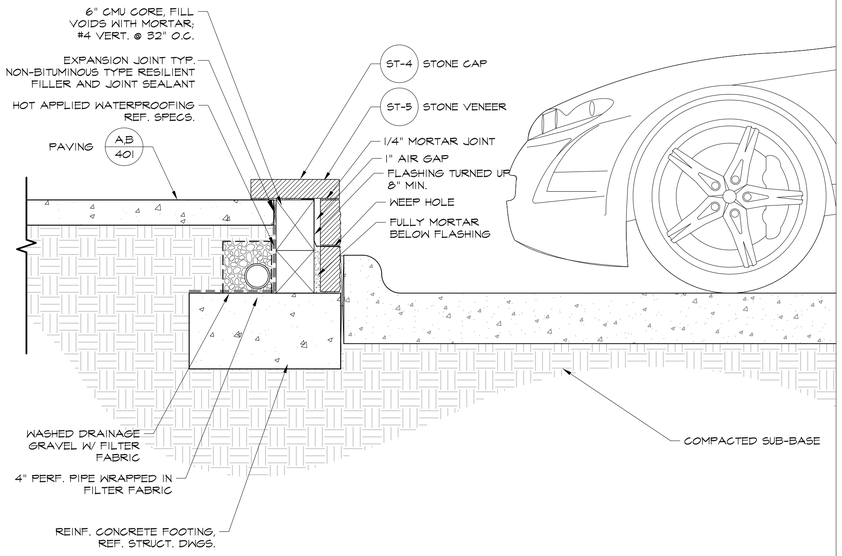
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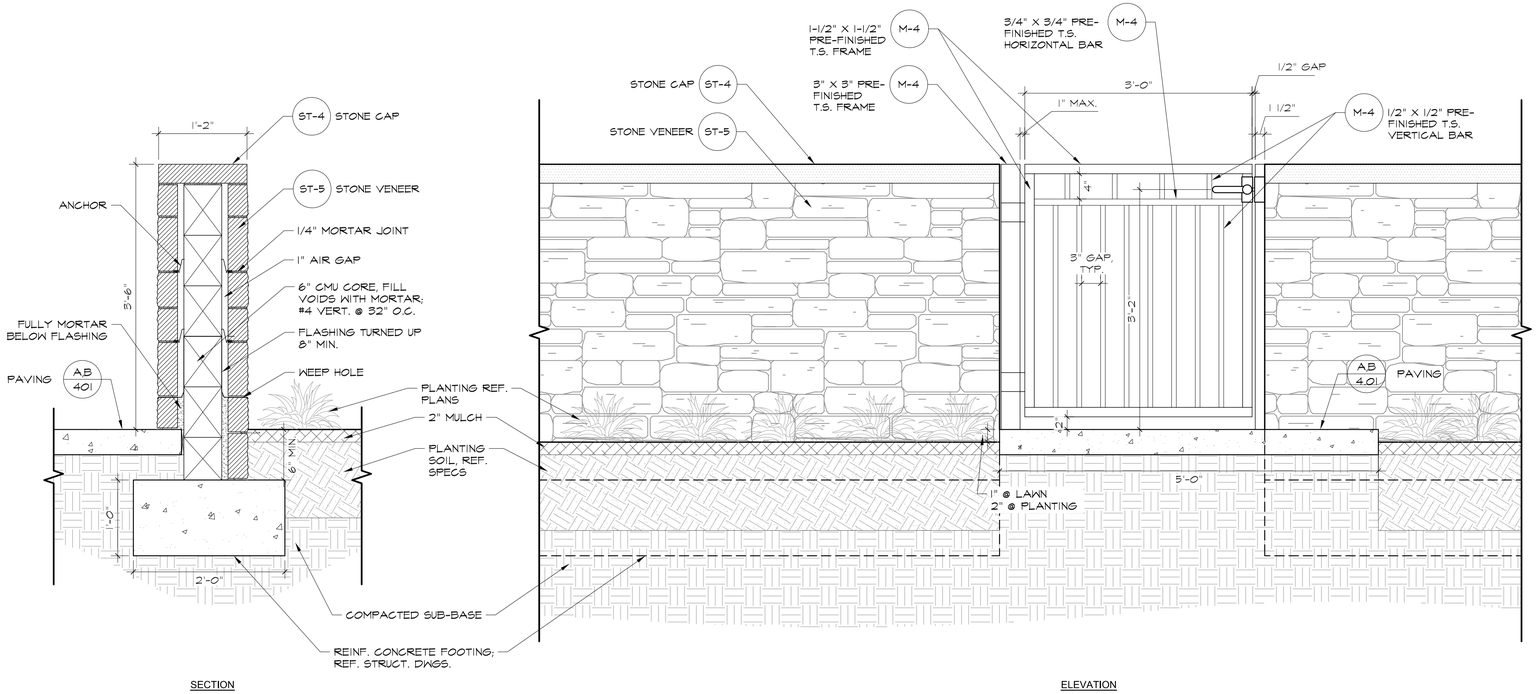
L106

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Stone Retaining Wall | B

Scale: 1" = 1' - 0"



Stone Yard Wall & Gate | A

Scale: 1" = 1' - 0"

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11.09.2021

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Addison, Texas

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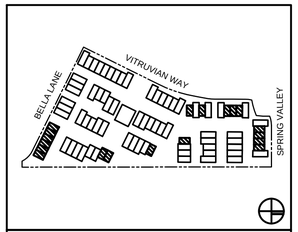
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HARDSCAPE DETAILS

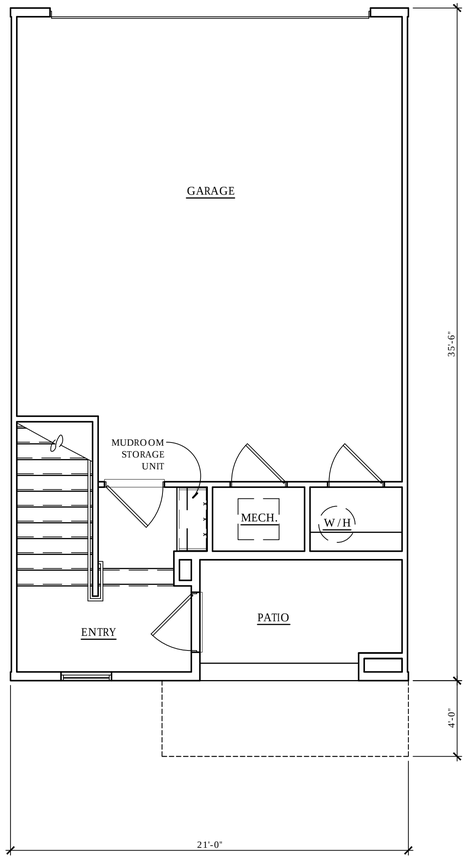
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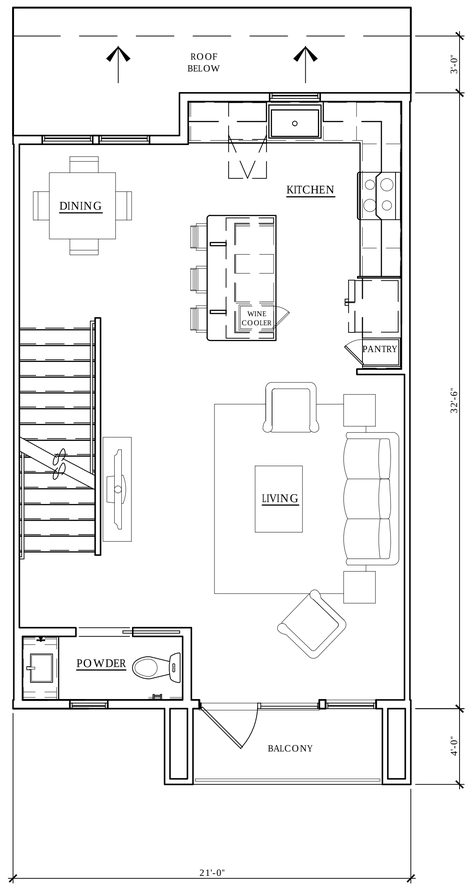
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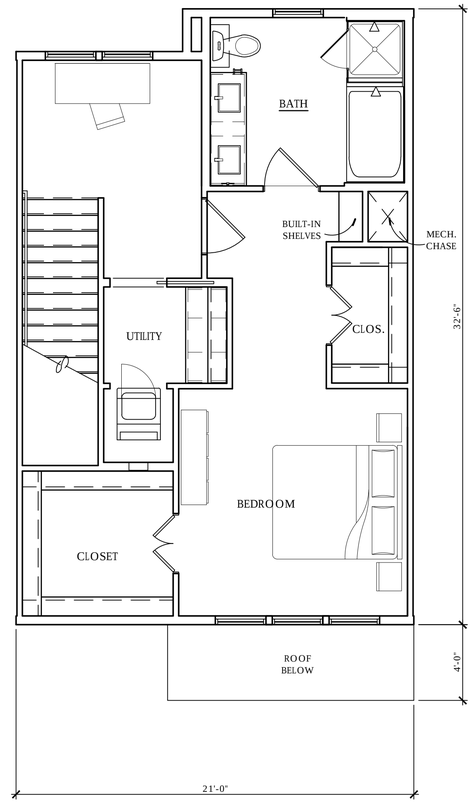
KEY PLAN : UNIT LOCATIONS



02 UNIT A1-Level 01 SQUARE FOOTAGE: 172 S.F.



04 UNIT A1-Level 02 SQUARE FOOTAGE: 663 S.F.



06 UNIT A1-Level 03 SQUARE FOOTAGE: 663 S.F.

SCALE: 1/4" = 1'-0" (22"X34" SHEET)

UNITS

TOTAL SQUARE FOOTAGE:1,500 S.F.

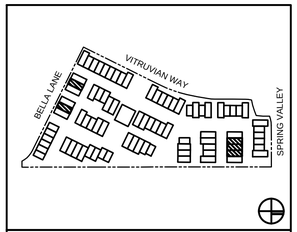
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VITRUVIAN TOWNHOMES
Addison, TX

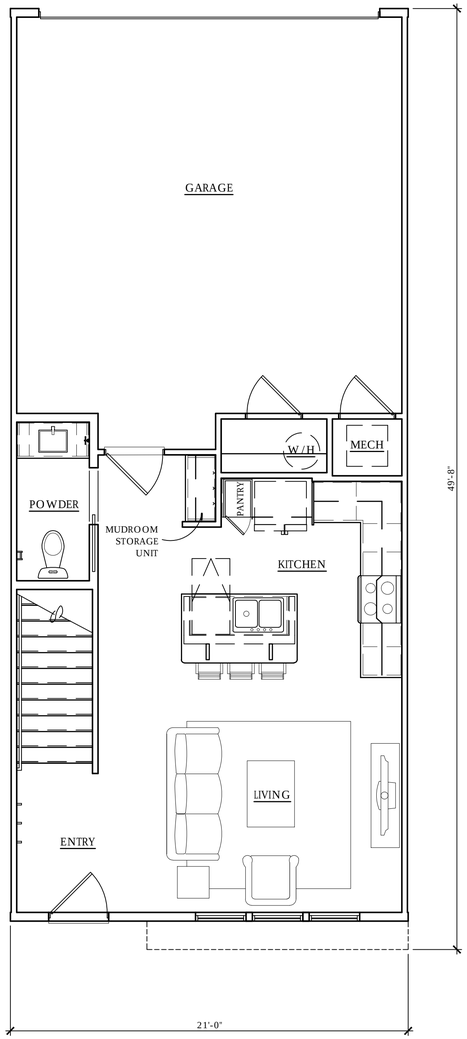
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Sheet Number: A201
Issue Date: 07.30.21

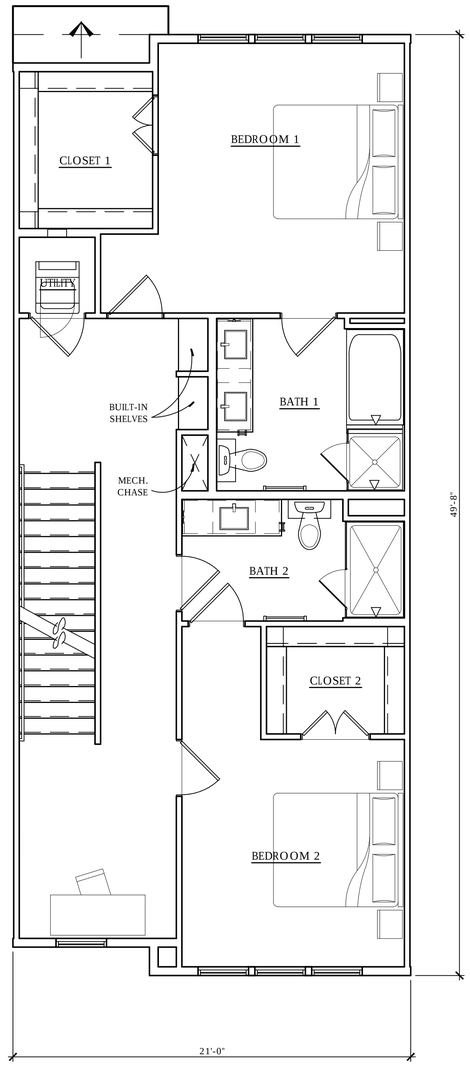
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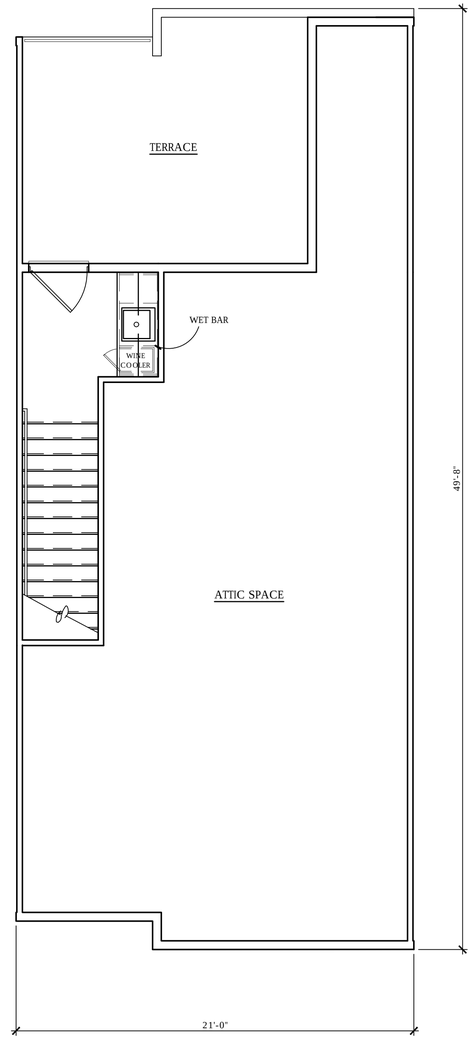
KEY PLAN : UNIT LOCATIONS



02 UNIT B1-Level 01 SQUARE FOOTAGE: 551 S.F.



04 UNIT B1-Level 02 SQUARE FOOTAGE: 1,021 S.F.



06 UNIT B1-Level 03 SQUARE FOOTAGE: 114 S.F.

SCALE: 1/4" = 1'-0" (22"X34" SHEET)

UNITS

TOTAL SQUARE FOOTAGE:1,686 S.F.

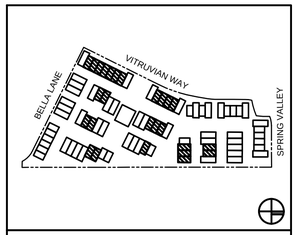
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VITRUVIAN TOWNHOMES
Addison, TX

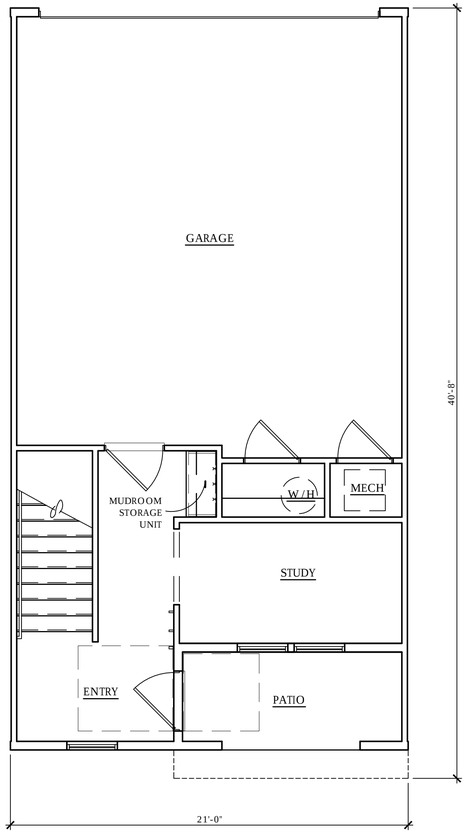
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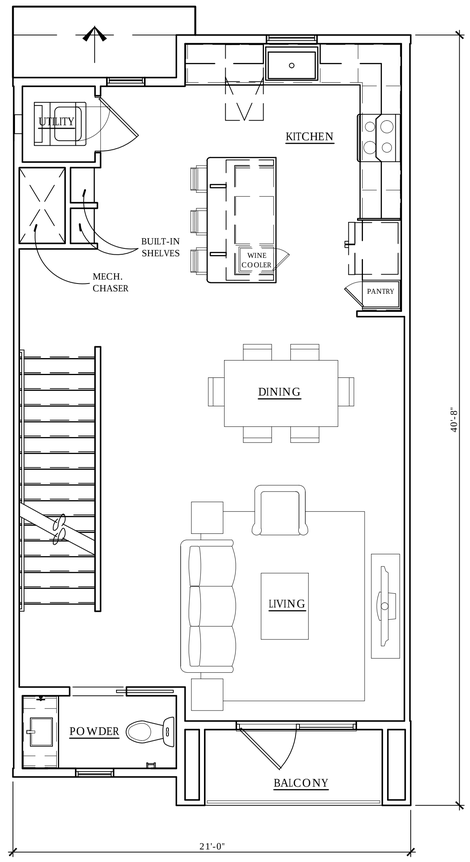
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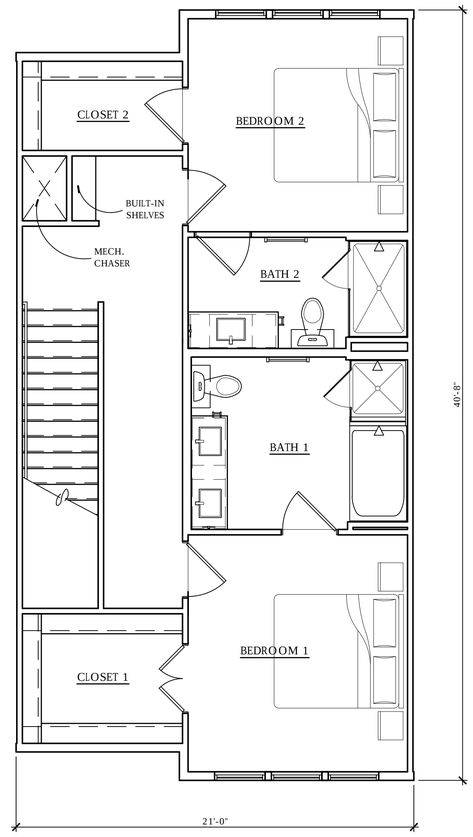
KEY PLAN : UNIT LOCATIONS



02 UNIT B2-Level 01 SQUARE FOOTAGE:282 S.F.



04 UNIT B2-Level 02 SQUARE FOOTAGE:773 S.F.



06 UNIT B2-Level 03 SQUARE FOOTAGE:822 S.F.

SCALE: 1/4" = 1'-0" (22"X34" SHEET)

UNITS

TOTAL SQUARE FOOTAGE:1,880 S.F.

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VITRUVIAN TOWNHOMES

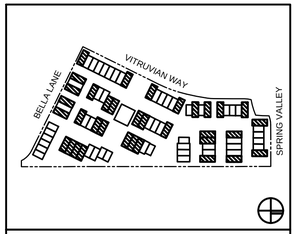
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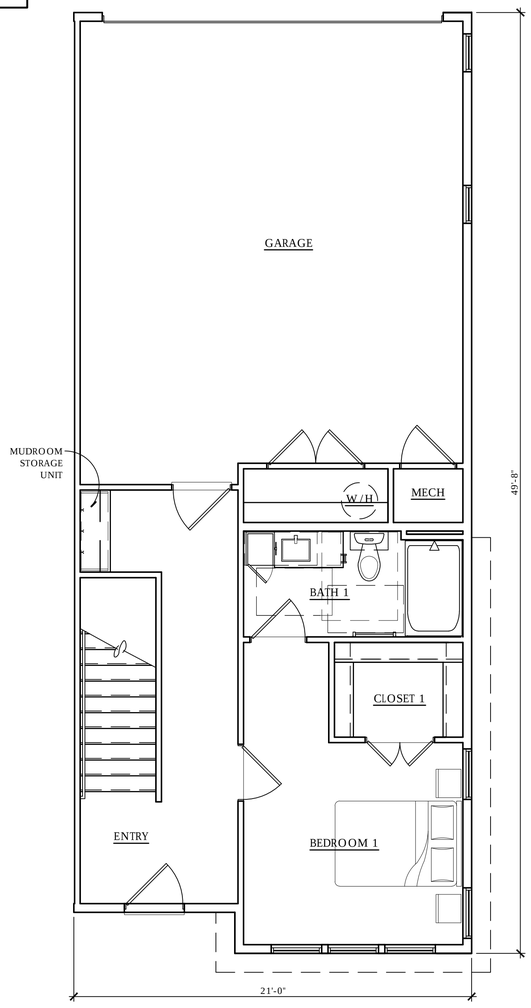
Sheet Number: A203

Issue Date: 07.30.21

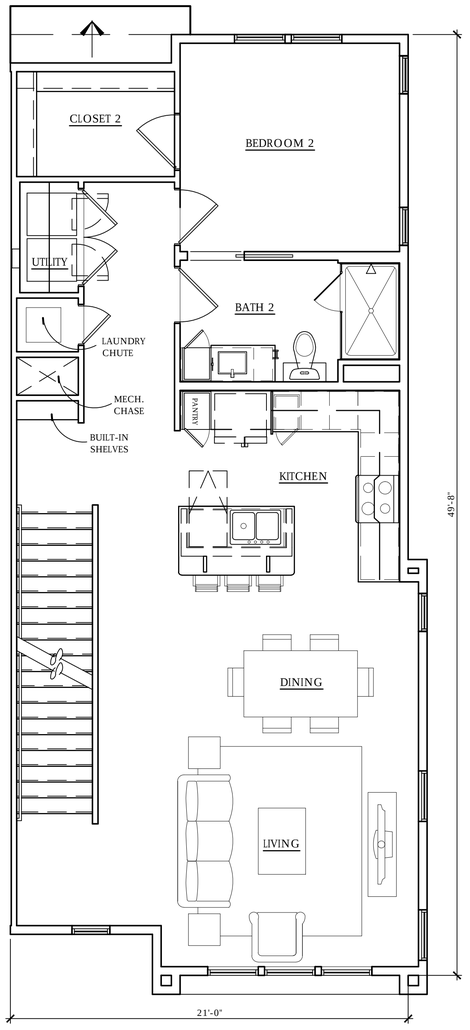
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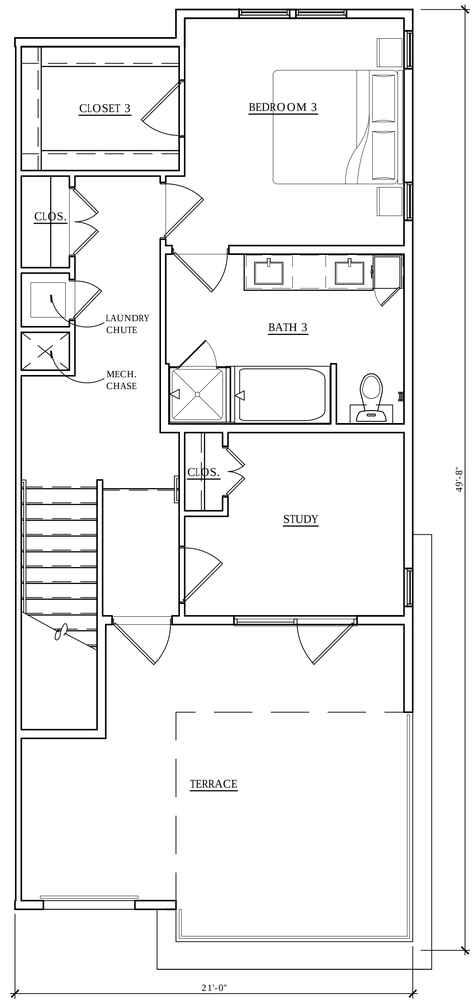
KEY PLAN : UNIT LOCATIONS



02 UNIT C1-Level 01 SQUARE FOOTAGE:515 S.F.



04 UNIT C1-Level 02 SQUARE FOOTAGE:1,036 S.F.



06 UNIT C1-Level 03 SQUARE FOOTAGE:698 S.F.

UNITS

SCALE: 1/4" = 1'-0" (22"X34" SHEET)

TOTAL SQUARE FOOTAGE:2,249 S.F.

Wilder Belshaw Architects
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3875 Ponte Ave Suite 410, Addison, TX 75001
1621 E. 6th Street Suite 1151, Austin, TX 78702
214-969-0500 phone o wilderbelshaw.com

VITRUVIAN TOWNHOMES

Addison, TX

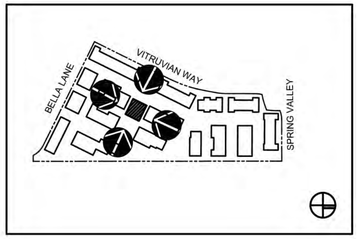
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FACADE PLAN NOTES:
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Vitruvian Town Homes
Material Selection Summary
Project Number: 1901

Addison, Texas
Wilder Belshaw Architects

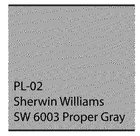
Material	Manufacturer	Color	Color System	Finish / Type	Location & Notes
Architectural Metal Finish (Metal)					
AM-01	Berridge	Charcoal Grey	KYNAR 500	Standing Seam System	Standing seam metal wall panel (Cee-lock Panel)
AM-02		SW 7062 - Rock Bottom	Sherwin Williams		Metail Railings
Brick					
BR-01	ACME	Westchester	ACME	Velour Texture	Brick Veneer
Cementitious Panel (Fiber Cement)					
FC-01	Woodtone	Aspen Ridge		RusticSeries	Lap siding
FC-02	James Hardie	SW 7062 - Rock Bottom	Sherwin Williams	Smooth	Lap siding
Portland Cement Plaster (Stucco)					
PL-01	Sherwin Williams	SW 7004 - Snowbound	Sherwin Williams	Light Sand	
PL-02	Sherwin Williams	SW 6003 - Proper Gray	Sherwin Williams	Light Sand	
Roof					
RF-01	*GAF-Timberline	Charcoal		Shingle Roof	Sloped roofs
RF-02	Berridge	Charcoal Grey	KYNAR 500	Standing Seam System	Standing seam metal roof panel (Cee-lock Panel)
Door and Window Frames					
WD-01		Desert Sand	N/A	N/A	Vinyl Window Frames & Mullions
WD-02		Dark Bronze	N/A	N/A	Vinyl Window Frames & Mullions
WD-03		Dark Bronze	N/A	N/A	Storefront frames
DR-01	Sherwin Williams	SW 7048 - Urbane Bronze	Sherwin Williams		Residential Balcony Doors & Frames
DR-02	Sherwin Williams	SW 7062 - Rock Bottom	Sherwin Williams		Exit doors/ overhead doors/garage door

*GAF Timberline shingle product will have 50 year life

Please reference L102.1 for private yard/patio wall details. Material selection is provided below.


PL-01
Sherwin Williams
7004 Snowbound


FC-01
Woodtone
Aspen Ridge


PL-02
Sherwin Williams
SW 6003 Proper Gray


AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom


BR-01
ACME Brick
Westchester

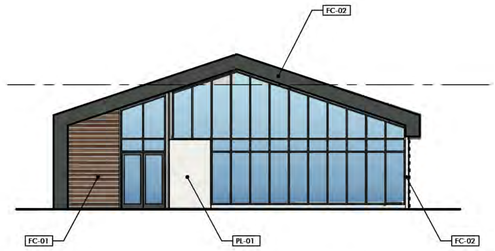

RF-01
GAF
Timberline
Charcoal


AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey


DR-01
Sherwin Williams
SW7048 Urban Bronze

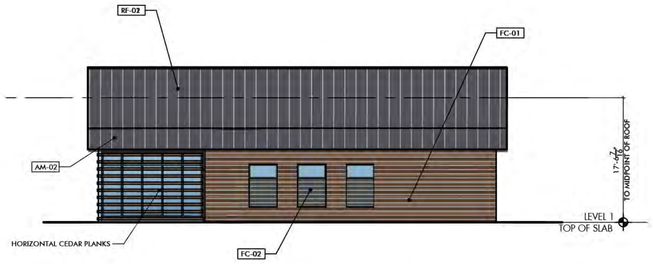

Patio Wall
80% of mix
Limestone
Antique Brushed


Patio Wall
20% of mix
Limestone
Brushhammer Finish



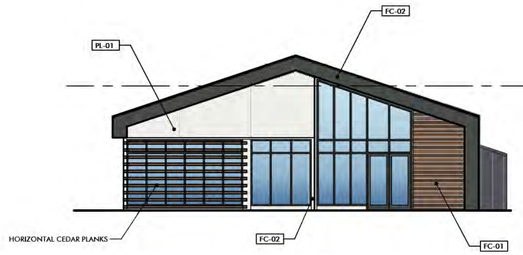
AMENITY - EAST ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 888sf		
GLAZING:	582sf	65.5%
BRICK	0sf	0%
STUCCO	60sf	6.8%
METAL:	0sf	0%
FIBER CEMENT:	250sf	28.2%



AMENITY - NORTH ELEVATION
SCALE: 3/32" = 1'-0"

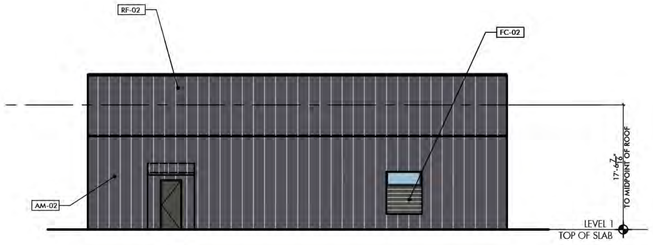
MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,258sf		
GLAZING:	182sf	14.5%
BRICK	0sf	0%
STUCCO	0sf	0%
METAL:	691sf	54.9%
FIBER CEMENT:	421sf	33.5%



AMENITY - WEST ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 888sf		
GLAZING:	439sf	49.4%
BRICK	0sf	0%
STUCCO	191sf	21.5%
METAL:	0sf	0%
FIBER CEMENT:	254sf	28.6%

0' 10' 20' 40'



AMENITY - SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project #_1839-Z_
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,288sf		
GLAZING:	23sf	1.8%
BRICK	0sf	0%
STUCCO	0sf	0%
METAL:	1240sf	94.9%
FIBER CEMENT:	52sf	3.7%

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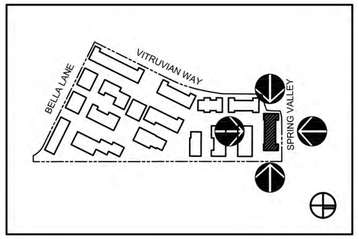
VITRUVIAN TOWNHOMES
Addison, TX

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Sheet Number: A301
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FACADE PLAN NOTES:
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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



WEST ELEVATION (VITRUVIAN WAY)

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,924sf

GLAZING:	631sf	16.1%
BRICK	785sf	20%
STUCCO	1,726sf	44%
METAL:	667sf	17%
FIBER CEMENT:	114sf	2.9%



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%



NORTH ELEVATION (SPRING VALLEY ROAD)

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 4,143sf

GLAZING:	766sf	18.5%
BRICK	1,118sf	27%
STUCCO	1,491sf	36%
METAL:	145sf	3.5%
FIBER CEMENT:	621sf	15%

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VITRUVIAN TOWNHOMES

Addison, TX

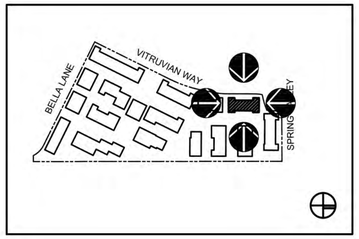
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Sheet Number: A302

Issue Date: 11.01.21

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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 3,291sf		
GLAZING:	546sf	16.6%
BRICK	638sf	19.4%
STUCCO	1,447sf	44%
METAL:	559sf	17%
FIBER CEMENT:	99sf	3%



NORTH ELEVATION (SPRING VALLEY ROAD)

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

WEST ELEVATION (VITRUVIAN WAY)

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 3,467sf		
GLAZING:	658sf	19%
BRICK	849sf	24.5%
STUCCO	1,300sf	37.5%
METAL:	173sf	5%
FIBER CEMENT:	485sf	14%

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VITRUVIAN TOWNHOMES

Addison, TX

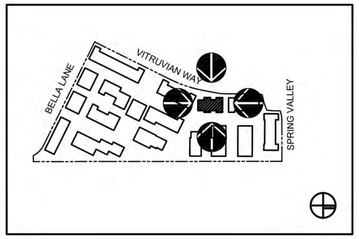
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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

7004 Snowbound
PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,804sf

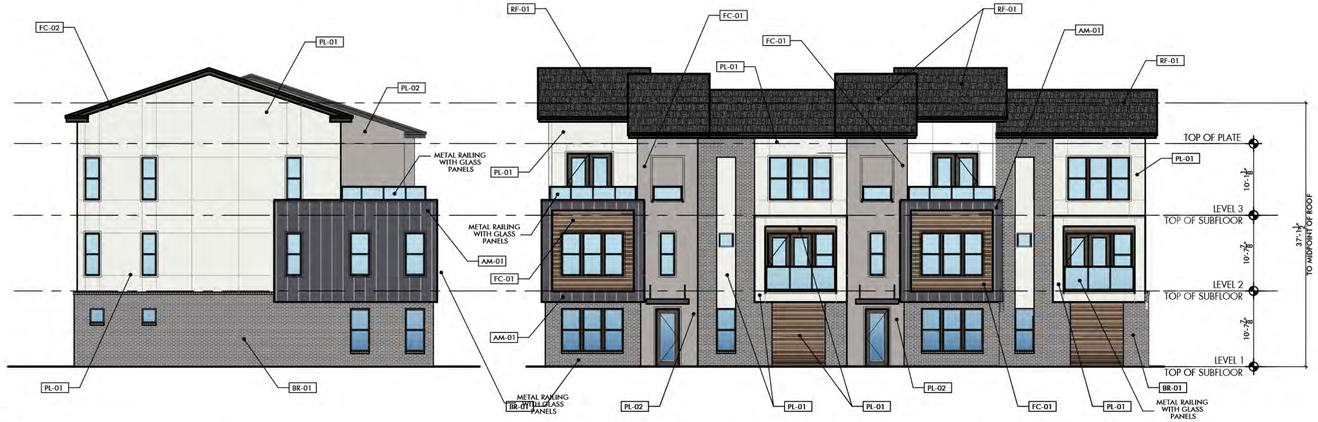
GLAZING:	144sf	8%
BRICK	486sf	26.9%
STUCCO	1101sf	61%
METAL:	88sf	4.9%
FIBER CEMENT:	0sf	0%

EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 2,658sf

GLAZING:	452sf	17%
BRICK	452sf	17%
STUCCO	1,222sf	46%
METAL:	452sf	17%
FIBER CEMENT:	80sf	3%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

WEST ELEVATION (VITRUVIAN WAY)

SCALE: 3/32" = 1'-0"

ZONING: PD

Addison, TX
Town Project # 1839-Z

Block 217

VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 2,778sf

GLAZING:	528sf	19%
BRICK	611sf	22%
STUCCO	1083sf	39%
METAL:	164sf	5.9%
FIBER CEMENT:	392sf	14.1%

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VITRUVIAN TOWNHOMES

Addison, TX

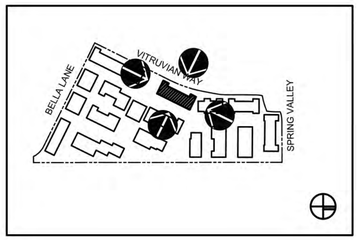
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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

7004 Snowbound

PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish



SOUTH ELEVATION (MAIN ENTRY)

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 4,165sf		
GLAZING:	518sf	12.4%
BRICK	486sf	11.7%
STUCCO	2,456sf	59%
METAL:	726sf	17.4%
FIBER CEMENT:	52sf	1.2%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

WEST ELEVATION (VITRUVIAN WAY)

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project #_1839-Z_
Block ___217___
VP 217 5.112 acres

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 4,256sf		
GLAZING:	766sf	18%
BRICK	1,375sf	32.3%
STUCCO	1,420sf	33.4%
METAL:	128sf	3%
FIBER CEMENT:	553sf	13%

0' 10' 20' 40'

Wilder Belshaw Architects
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VITRUVIAN TOWNHOMES

Addison, TX

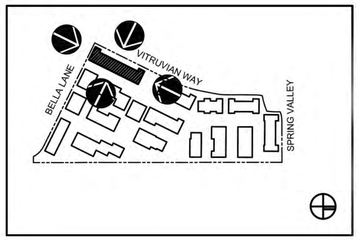
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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Alabama Limestone
Antique Brushed

Patio Wall
20% of mix
Alabama Limestone
Brushhammer Finish

SOUTH ELEVATION (BELLA LANE)

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 4,165sf

GLAZING:	518sf	12.4%
BRICK	486sf	11.7%
STUCCO	2,456sf	59%
METAL:	726sf	17.4%
FIBER CEMENT:	52sf	1.2%



NORTH ELEVATION (MAIN ENTRY)

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

0' 10' 20' 40'

WEST ELEVATION (VITRUVIAN WAY)

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX Town Project #_1839-Z_
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 4,256sf

GLAZING:	766sf	18%
BRICK	1,375sf	32.3%
STUCCO	1,420sf	33.4%
METAL:	128sf	3%
FIBER CEMENT:	553sf	13%

Wilder Belshaw Architects
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1621 E. 6th Street Suite 1151, Austin, TX 78702
214-969-0500 phone o wilderbelshaw.com

VITRUVIAN TOWNHOMES

Addison, TX

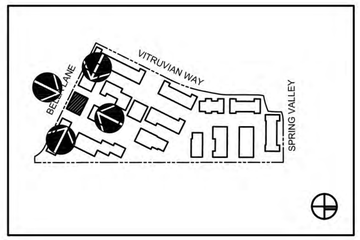
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Sheet Number: A306

Issue Date: 11.01.21

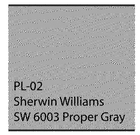
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PL-01
Sherwin Williams
7006 Extra White


FC-01
Woodtone
Aspen Ridge


PL-02
Sherwin Williams
SW 6003 Proper Gray


AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom


BR-01
ACME Brick
Westchester


RF-01
GAF
Timberline
Charcoal

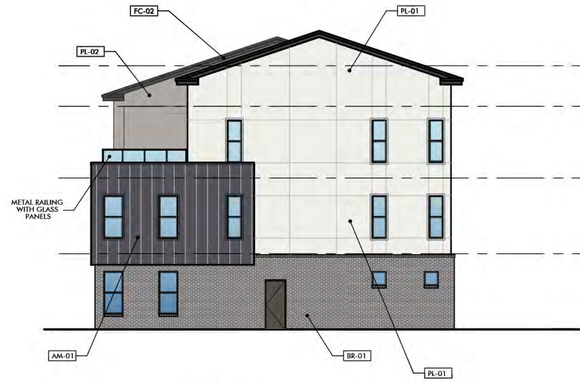

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey


DR-01
Sherwin Williams
SW7048 Urban Bronze


Patio Wall
80% of mix
Limestone
Antique Brushed

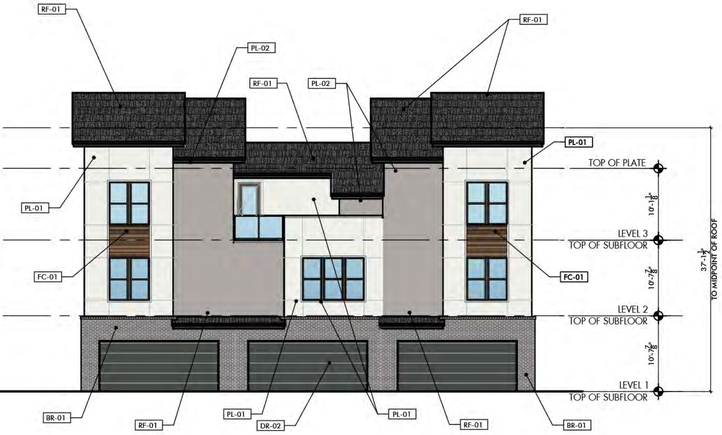

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



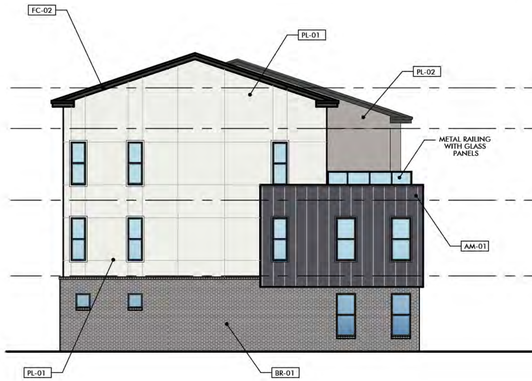
EAST ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%



NORTH ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,986sf		
GLAZING:	351sf	17.7%
BRICK	265sf	13.3%
STUCCO	993sf	50%
METAL:	343sf	17.3%
FIBER CEMENT:	50sf	2.5%



WEST ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%



SOUTH ELEVATION (BELLA LANE)
SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,891sf		
GLAZING:	439sf	23.2%
BRICK	330sf	17.5%
STUCCO	791sf	41.8%
METAL:	168sf	8.9%
FIBER CEMENT:	171sf	9%

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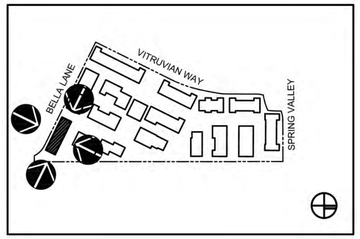
VITRUVIAN TOWNHOMES
Addison, TX

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Addison, TX 75001
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Sheet Number: A307
Issue Date: 11.01.21

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PL-01
Sherwin Williams
7006 Extra White

FC-01
Woodtone
Aspen Ridge

7004 Snowbound
PL-02
Sherwin Williams
SW 6003 Proper Gray

AM-02,FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,296sf

GLAZING:	88sf	6.8%
BRICK	406sf	31.3%
STUCCO	733sf	56.6%
METAL:	0sf	0%
FIBER CEMENT:	63sf	4.9%

NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,810sf

GLAZING:	533sf	14%
BRICK	953sf	25%
STUCCO	1,505sf	39.5%
METAL:	724sf	19%
FIBER CEMENT:	95sf	2.5%



WEST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,296sf

GLAZING:	88sf	6.8%
BRICK	406sf	31.3%
STUCCO	733sf	56.6%
METAL:	0sf	0%
FIBER CEMENT:	63sf	4.9%

SOUTH ELEVATION (BELLA LANE)

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 4,088sf

GLAZING:	690sf	16.9%
BRICK	1,418sf	34.7%
STUCCO	1,250sf	30.6%
METAL:	0sf	0%
FIBER CEMENT:	714sf	17.5%

0' 10' 20' 40'

Wilder Belshaw Architects
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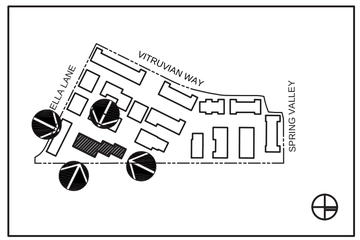
VITRUVIAN TOWNHOMES
Addison, TX

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PL-01
Sherwin Williams
7004 Snowbound

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish



NORTH ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,783sf

GLAZING:	84sf	4.7%
BRICK	498sf	27.9%
STUCCO	1,209sf	67.8%
METAL	0sf	0%
FIBER CEMENT	0sf	0%

WEST ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 5,410sf

GLAZING:	838sf	15.5%
BRICK	811sf	15%
STUCCO	2,759sf	51%
METAL	865sf	16%
FIBER CEMENT	135sf	2.5%



SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT	0sf	0%

EAST ELEVATION
SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project #_1839-Z_
Block ___217___
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 5,581sf

GLAZING:	1,108sf	19.9%
BRICK	1,828sf	32.8%
STUCCO	1,900sf	34%
METAL	172sf	3.1%
FIBER CEMENT	628sf	11.3%

0' 10' 20' 40'

Wilder Belshaw Architects
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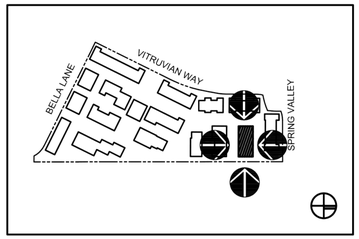
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VITRUVIAN TOWNHOMES
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Issue Date: 12.03.21

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PL-01
Sherwin Williams
7004 Snowbound

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

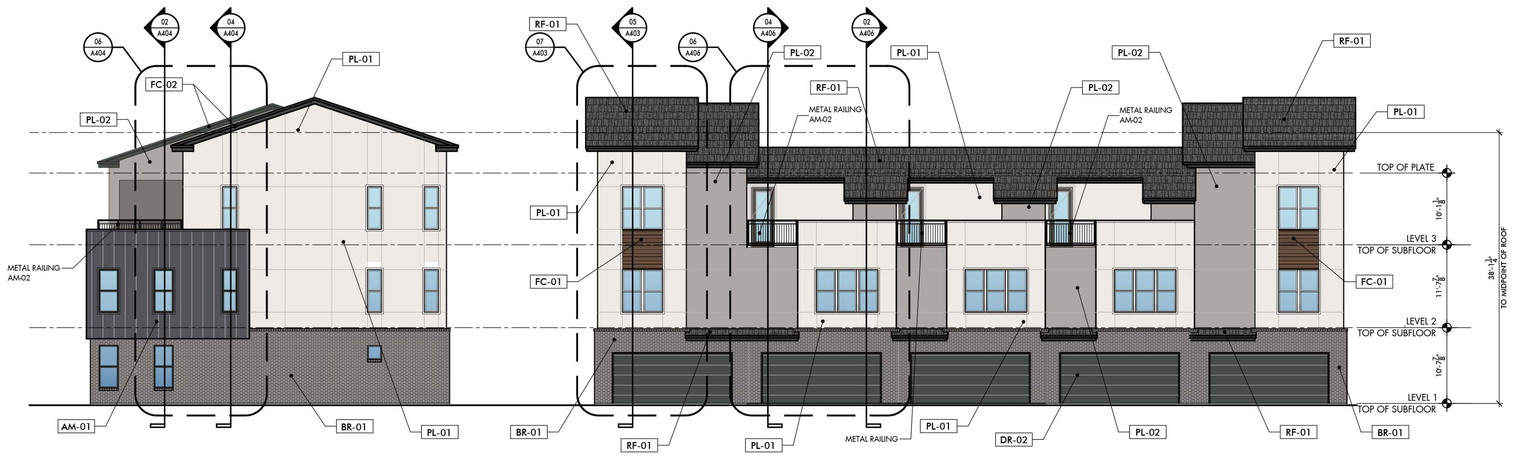
AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%

NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 2,812sf

GLAZING:	251sf	8.9%
BRICK	460sf	16.4%
STUCCO	1,541sf	54.8%
METAL	484sf	17.2%
FIBER CEMENT:	16sf	.6%



WEST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%

SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

ZONING: PD

Addison, TX
Town Project #_1839-Z__

Block ___217___

VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 2,792sf

GLAZING:	705sf	25.3%
BRICK	700sf	25.1%
STUCCO	1,029sf	36.9%
METAL	176sf	6.3%
FIBER CEMENT:	198sf	7.1%

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VITRUVIAN TOWNHOMES

Addison, TX

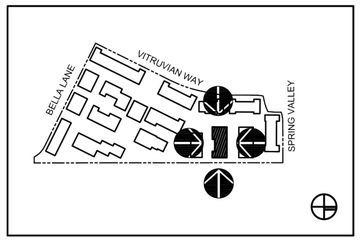
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PL-01
Sherwin Williams
7004 Snowbound


FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom


BR-01
ACME Brick
Westchester

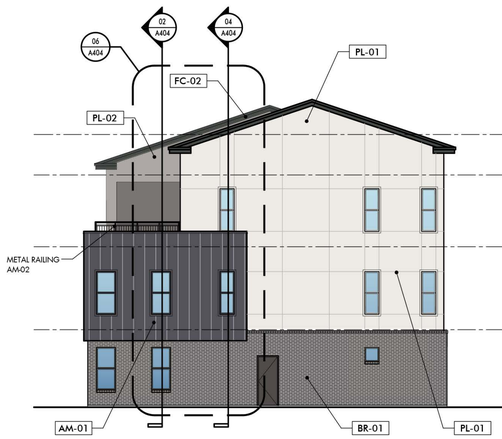

RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze


Patio Wall
80% of mix
Limestone
Antique Brushed


Patio Wall
20% of mix
Limestone
Brushhammer Finish



WEST ELEVATION

SCALE: 3/32" = 1'-0"

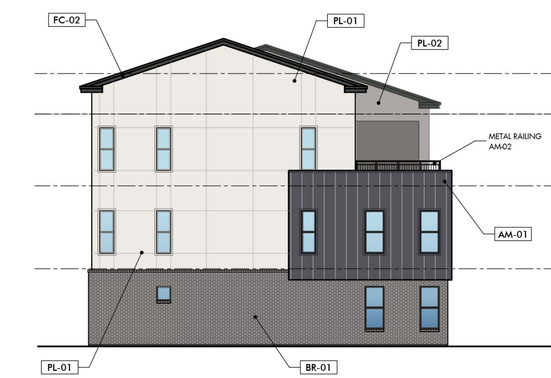
MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 3,531sf		
GLAZING:	560sf	15.9%
BRICK	416sf	11.8%
STUCCO	1,850sf	52.4%
METAL	605sf	17.1%
FIBER CEMENT:	72sf	2%



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 3,545sf		
GLAZING:	720sf	20.3%
BRICK	1,050sf	29.6%
STUCCO	1,300sf	36.7%
METAL	168sf	4.7%
FIBER CEMENT:	390sf	11%

0' 10' 20' 40'

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

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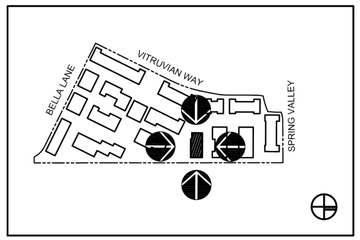
VITRUVIAN TOWNHOMES
Addison, TX

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Addison, TX 75001
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Sheet Number: A311
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PL-01
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7004 Snowbound

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
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7062 Rock Bottom

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GAF
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Charcoal

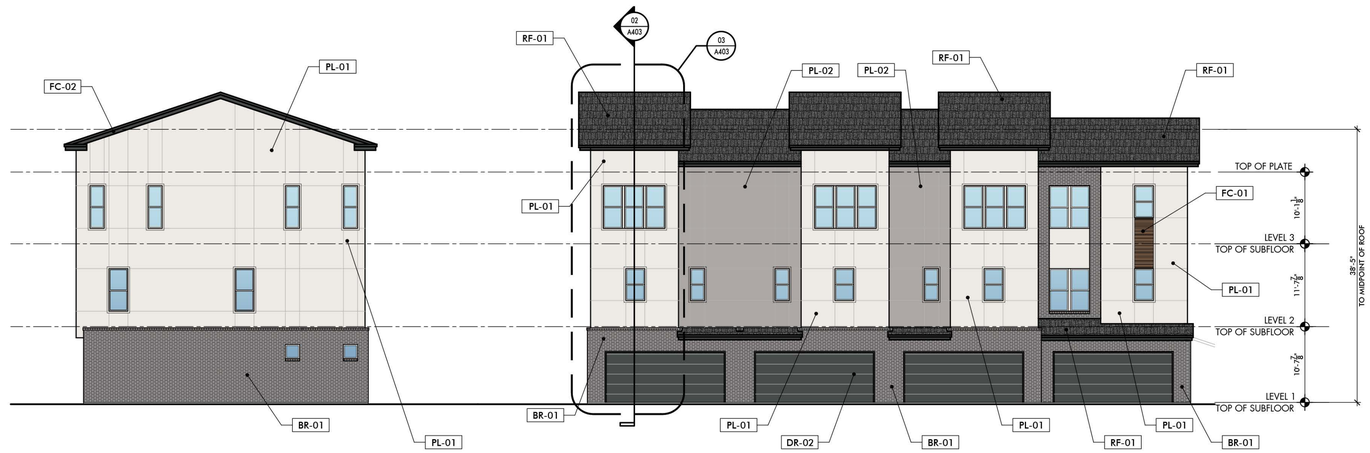
AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,733sf

GLAZING:	64sf	3.7%
BRICK	486sf	28%
STUCCO	1,138sf	65.7%
METAL:	0sf	0%
FIBER CEMENT:	43sf	2.5%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,236sf

GLAZING:	504sf	15.6%
BRICK	438sf	13.5%
STUCCO	1,648sf	50.9%
METAL:	605sf	18.7%
FIBER CEMENT:	52sf	1.6%

WEST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,296sf

GLAZING:	88sf	6.8%
BRICK	406sf	31.3%
STUCCO	733sf	56.6%
METAL:	0sf	0%
FIBER CEMENT:	63sf	4.9%

SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

ZONING: PD

Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 2,809sf

GLAZING:	514sf	18.3%
BRICK	1,213sf	43.2%
STUCCO	606sf	21.6%
METAL:	0sf	0%
FIBER CEMENT:	482sf	17.2%

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VITRUVIAN TOWNHOMES

Addison, TX

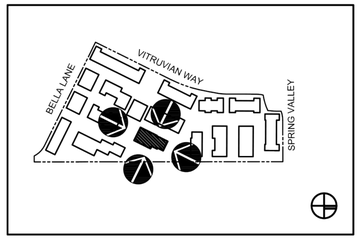
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PL-01
Sherwin Williams
7004 Snowbound

FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

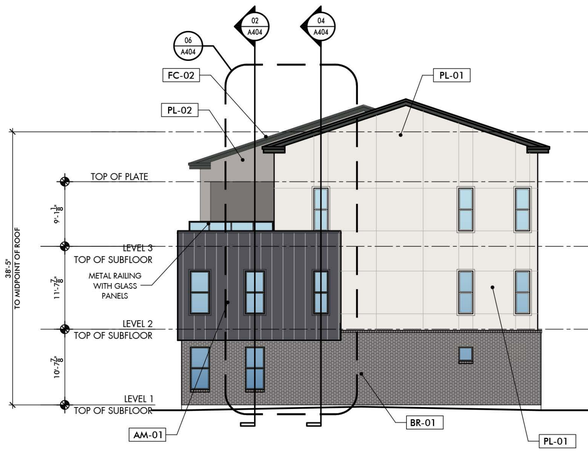
AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

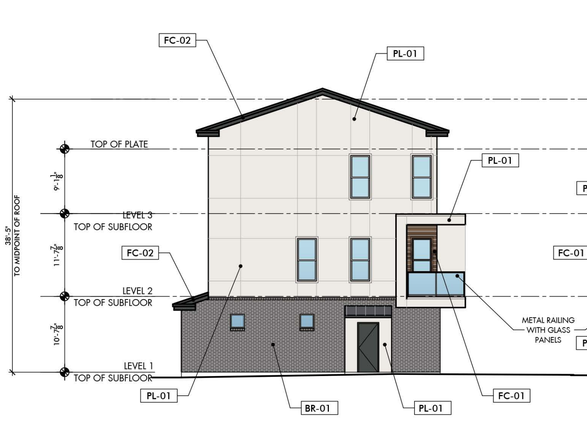


EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,402sf

GLAZING:	570sf	16.8%
BRICK	471sf	13.8%
STUCCO	1,682sf	49.4%
METAL:	605sf	17.8%
FIBER CEMENT:	90sf	2.6%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,296sf

GLAZING:	88sf	6.8%
BRICK	406sf	31.3%
STUCCO	733sf	56.6%
METAL:	0sf	0%
FIBER CEMENT:	63sf	4.9%



WEST ELEVATION

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project # 1839-Z
Block 217
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,499sf

GLAZING:	718sf	20.5%
BRICK	1,213sf	34.7%
STUCCO	1,235sf	35.3%
METAL:	87sf	2.5%
FIBER CEMENT:	230sf	6.6%

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VITRUVIAN TOWNHOMES

Addison, TX

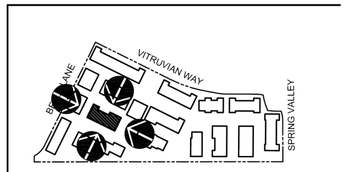
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FC-01
Woodtone
Aspen Ridge

PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom


BR-01
ACME Brick
Westchester


RF-01
GAF
Timberline
Charcoal

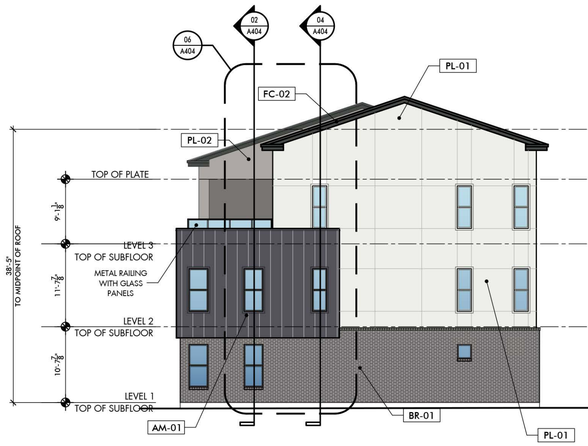
AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze


Patio Wall
80% of mix
Limestone
Antique Brushed


Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%



EAST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,459sf

GLAZING:	550sf	15.9%
BRICK	420sf	12.1%
STUCCO	1,896sf	54.8%
METAL	600sf	17.3%
FIBER CEMENT:	73sf	2.2%



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%



WEST ELEVATION

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project #_1839-Z_
Block ___217___
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,542sf

GLAZING:	720sf	20.3%
BRICK	1,050sf	29.6%
STUCCO	1,195sf	33.7%
METAL	160sf	4.5%
FIBER CEMENT:	396sf	11%

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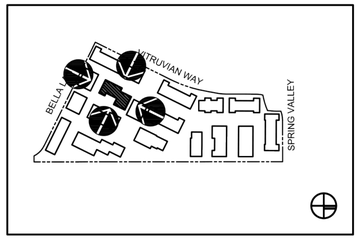
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Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom

BR-01
ACME Brick
Westchester

RF-01
GAF
Timberline
Charcoal

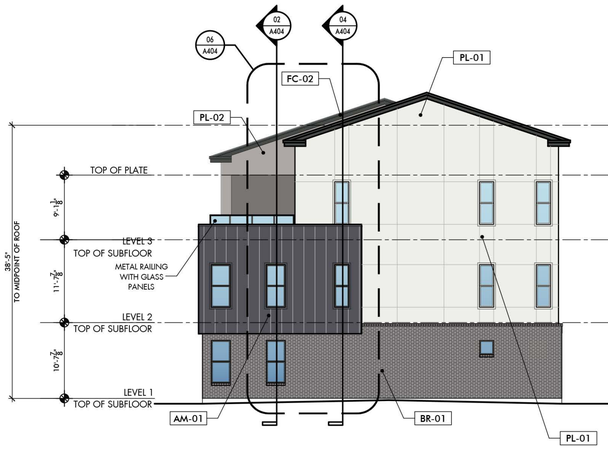
AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze

Patio Wall
80% of mix
Limestone
Antique Brushed

Patio Wall
20% of mix
Limestone
Brushhammer Finish

0' 10' 20' 40'



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%

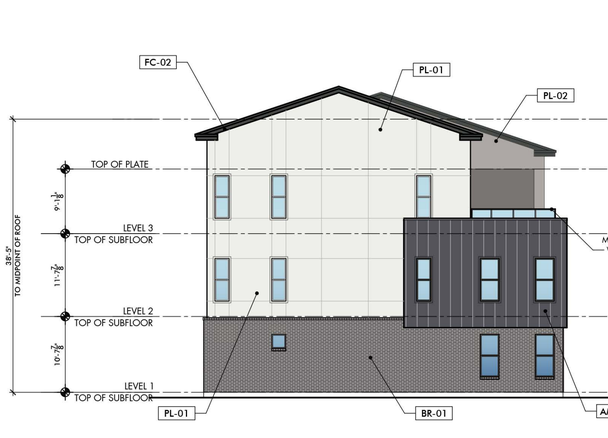


WEST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,459sf

GLAZING:	550sf	15.9%
BRICK	420sf	12.1%
STUCCO	1,896sf	54.8%
METAL:	600sf	17.3%
FIBER CEMENT:	75sf	2.2%



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 1,843sf

GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL:	286sf	15.5%
FIBER CEMENT:	0sf	0%



EAST ELEVATION

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX
Town Project #_1839-Z__
Block ___217___
VP 217 5.112 acres

MATERIAL CALCULATIONS:
TOTAL SURFACE SF: 3,542sf

GLAZING:	720sf	20.3%
BRICK	1,050sf	29.6%
STUCCO	1,195sf	33.7%
METAL:	160sf	4.5%
FIBER CEMENT:	390sf	11%

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VITRUVIAN TOWNHOMES

Addison, TX

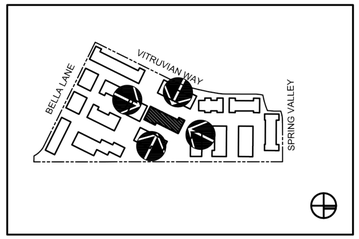
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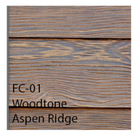
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Sherwin Williams
7004 Snowbound


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PL-02
Sherwin Williams
SW 6003 Proper Gray

FC-02, DR-02
Sherwin Williams
7062 Rock Bottom


BR-01
ACME Brick
Westchester


RF-01
GAF
Timberline
Charcoal

AM-01, RF-02
Berridge
KYNAR 500
Charcoal Grey

DR-01, AM-02
Sherwin Williams
SW7048 Urban Bronze


Patio Wall
80% of mix
Limestone
Antique Brushed


Patio Wall
20% of mix
Limestone
Brushhammer Finish



NORTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%

WEST ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 4,150sf		
GLAZING:	615sf	14.8%
BRICK	504sf	12.1%
STUCCO	2,300sf	55.4%
METAL	1700sf	16.9%
FIBER CEMENT:	75sf	1.8%



SOUTH ELEVATION

SCALE: 3/32" = 1'-0"

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 1,843sf		
GLAZING:	144sf	7.8%
BRICK	459sf	24.9%
STUCCO	953sf	51.7%
METAL	286sf	15.5%
FIBER CEMENT:	0sf	0%

EAST ELEVAITON

SCALE: 3/32" = 1'-0"

ZONING: PD
Addison, TX Town Project #_1839-Z_
Block ___217___
VP 217 5.112 acres

MATERIAL CALCULATIONS: TOTAL SURFACE SF: 4,246sf		
GLAZING:	850sf	20%
BRICK	1,295sf	30.5%
STUCCO	1,400sf	33%
METAL:	160sf	3.8%
FIBER CEMENT:	500sf	11.8%

0' 10' 20' 40'

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Council Meeting **14.**

Meeting Date: 12/14/2021

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for Property Located at 14450 Marsh Lane, Currently Zoned Local Retail (LR), for a Special Use Permit (SUP) to Allow a Day Nursery**. Case 1842-SUP/14450 Marsh Lane (Tierra Encantada).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on November 16, 2021, voted to recommend approval of an Ordinance changing the zoning on property located at 14450 Marsh Lane, currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) for a day nursery, subject to the following conditions:

- Existing SUP Ordinance No. O95-043 and amending SUP Ordinance No. O99-022 are repealed upon issuance of a Certificate of Occupancy for the proposed use.
- The applicant shall provide staff with proof of state childcare license prior to issuance of a Certificate of Occupancy.
- The facility perimeter fence is increased to a minimum of 6 feet in height.

Voting Aye: Catalani, Craig, DeFrancisco, Fansler, Meleky, Resnik, Souers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

1842-SUP-Presentation
1842-SUP-Ordinance
1842-SUP-Staff Report
1842-SUP-Plans

Tierra Encantada Special Use Permit (1842-SUP)

Case 1842-SUP Tierra Encantada

LOCATION:

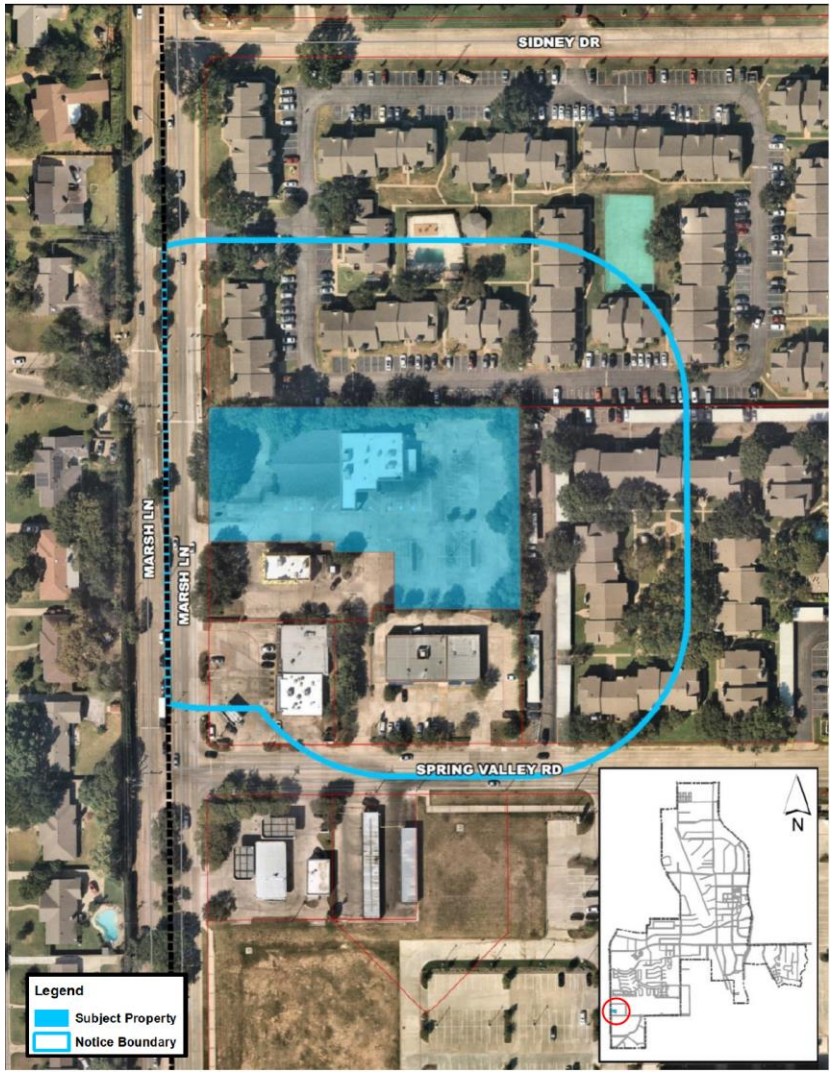
14450 Marsh Lane

REQUEST:

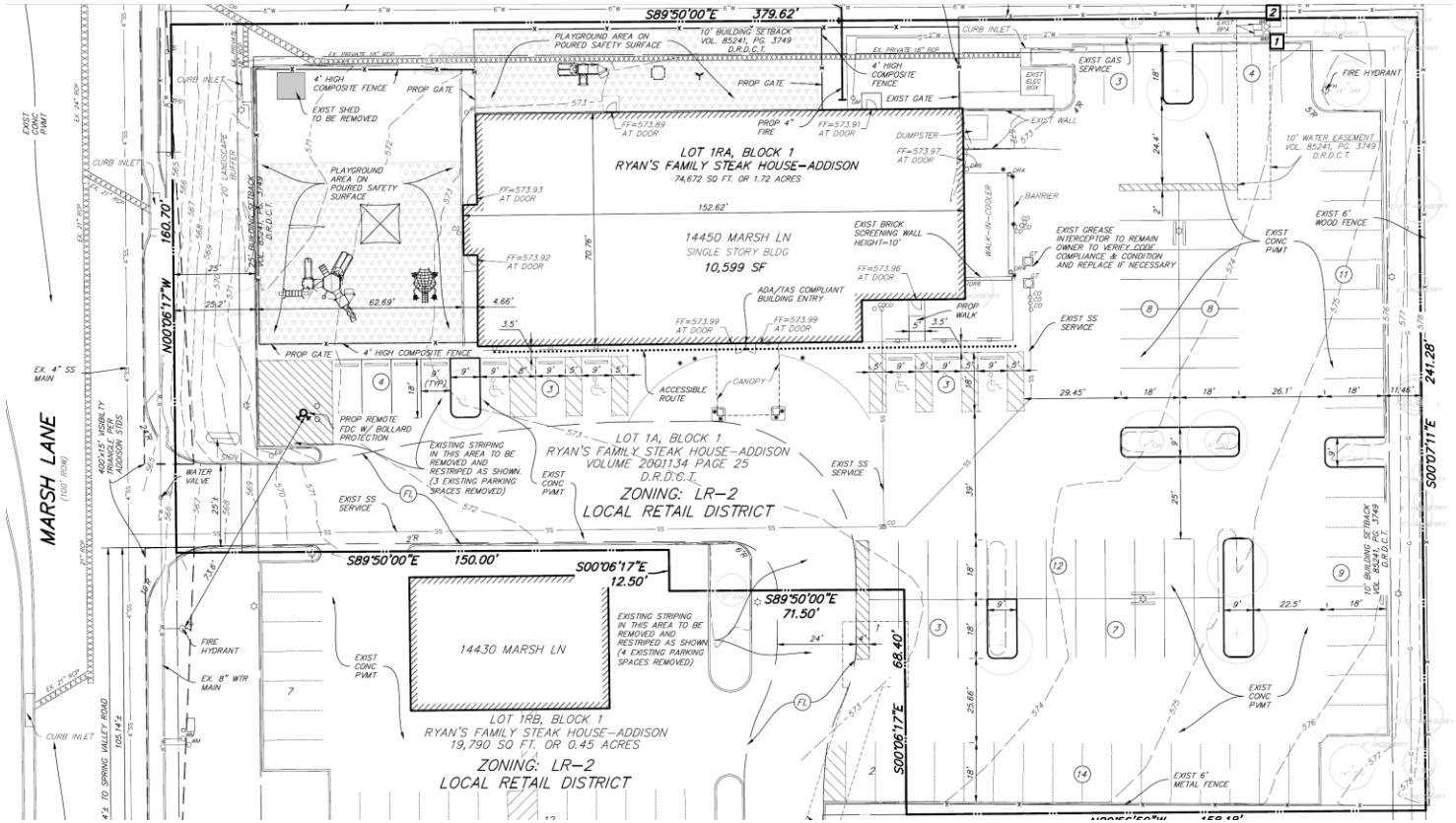
Approval of a Special Use Permit for a day nursery.

ACTION REQUIRED:

Hold a public hearing, present, discuss, and consider action on the appropriateness of the proposed day nursery and associated site conditions at the subject property.



Case 1842-SUP Tierra Encantada



PROJECT HISTORY:

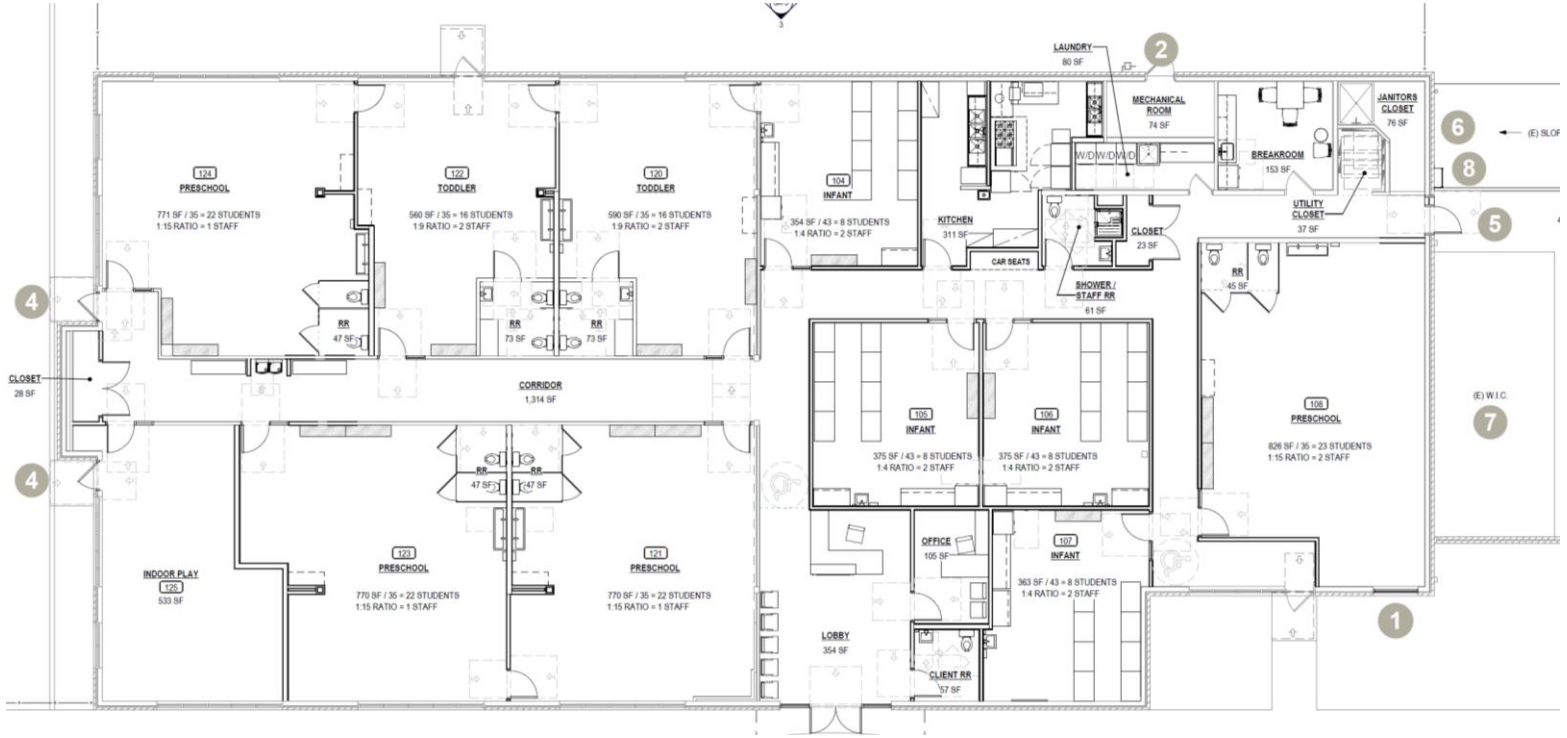
Early 1990s – Developed as a Ryan's Family Steak House

1995 – SUP for Brilliance Pre-School, amended in 1999.

2017 – Occupied by an adult school (ELS Language Center)

Present – Tierra Encantada Spanish Immersion Childcare & Preschool proposes to improve vacant building and outdoor playgrounds. For children 6 weeks to 6 years of age, curriculum is focused on bilingual education that fosters early cognitive development and diversity.

Case 1842-SUP Tierra Encantada



Day Nursery Use:

- 10,599 SF of interior floor area
  - 10 classrooms for infant to pre-school ages
  - Indoor playroom, kitchen, administrative office and breakroom make up a portion of the interior space
- Two outdoor playground areas (7,310 SF) will be resurfaced, and new equipment installed
- Planned capacity for 152 students and 27 staff members

Case 1842-SUP Tierra Encantada

PARKING:

Town's zoning ordinance does not establish required parking for day nursery.

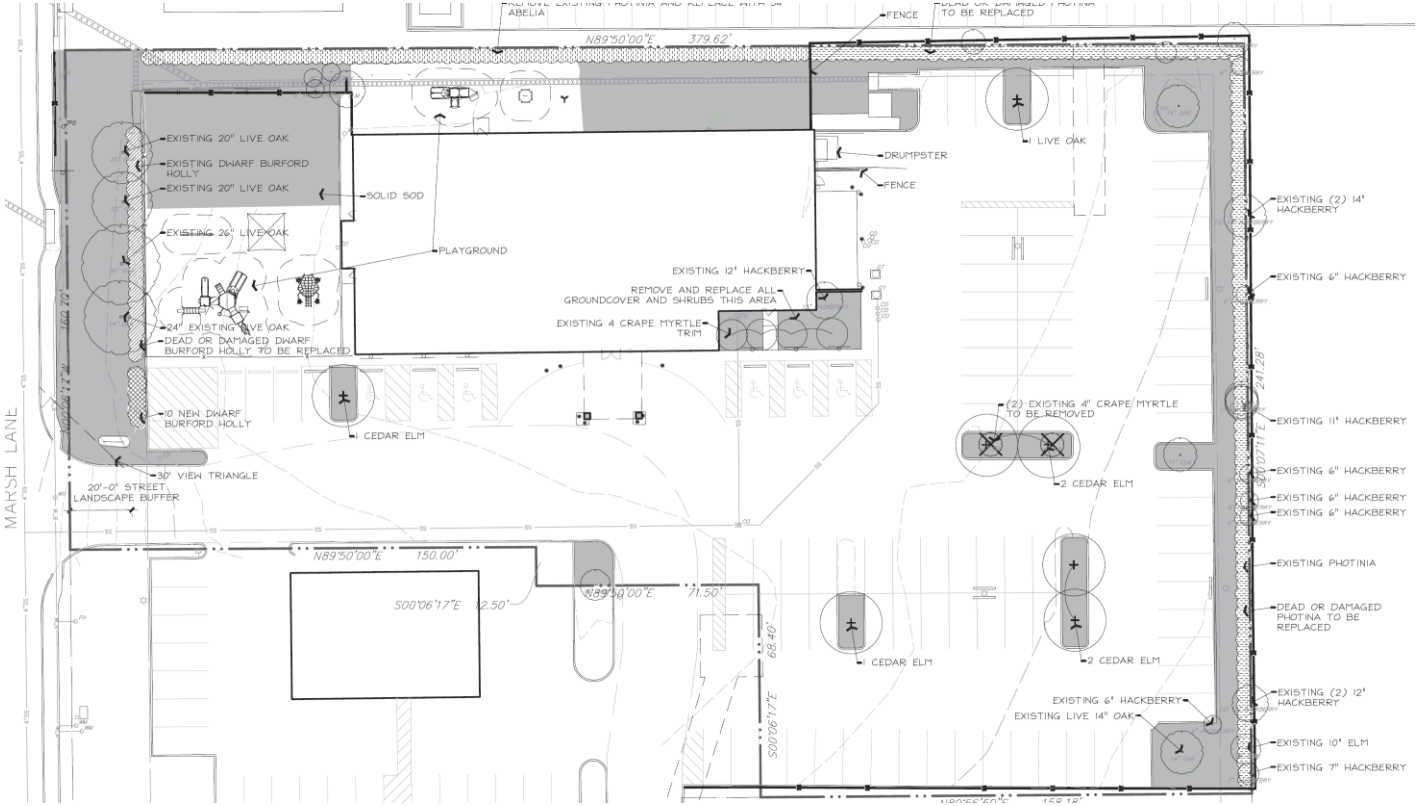
Site will provide 89 parking spaces (1:120 parking ratio).

OPEN SPACE AND LANDSCAPE:

Existing landscaping to be preserved, including along Marsh Lane and perimeter of property.

New sod areas added within playground areas and within interior parking spaces increasing open space to 28% of the site.

Due to potential toxic risk, existing Red Tip Photinia plantings within playground area will be removed and replaced with Abelia shrubs.



Case 1842-SUP Tierra Encantada

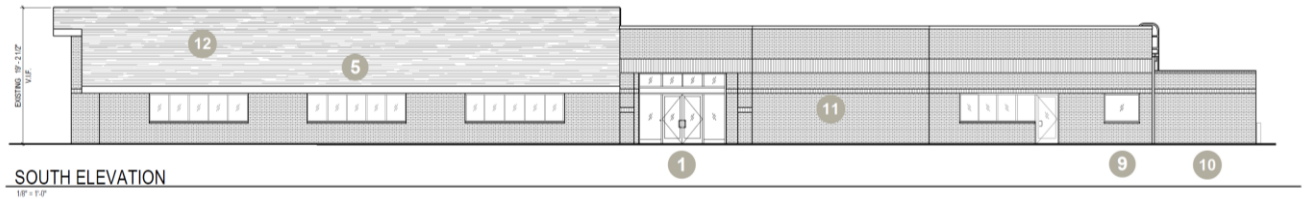
EXTERIOR APPEARANCE:

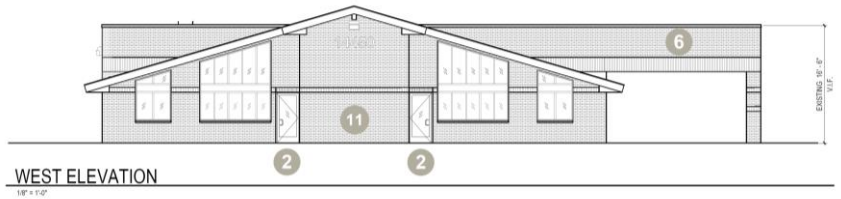
Existing brick building will remain generally unchanged. Updates will be made to existing storefront, doors and windows.

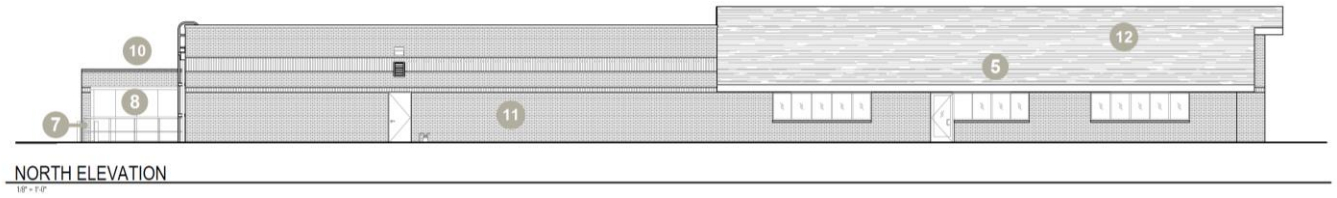
Existing exterior light fixtures mounted along the roof will be removed and existing walk-in cooler on the east side of the building will be repainted.

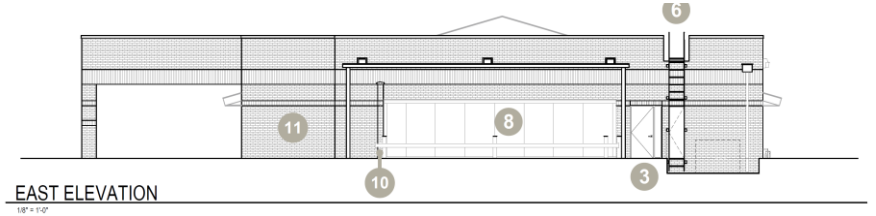
Existing metal fencing will be removed and replaced with a new solid, high composite fencing.











Case 1842-SUP Tierra Encantada

PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

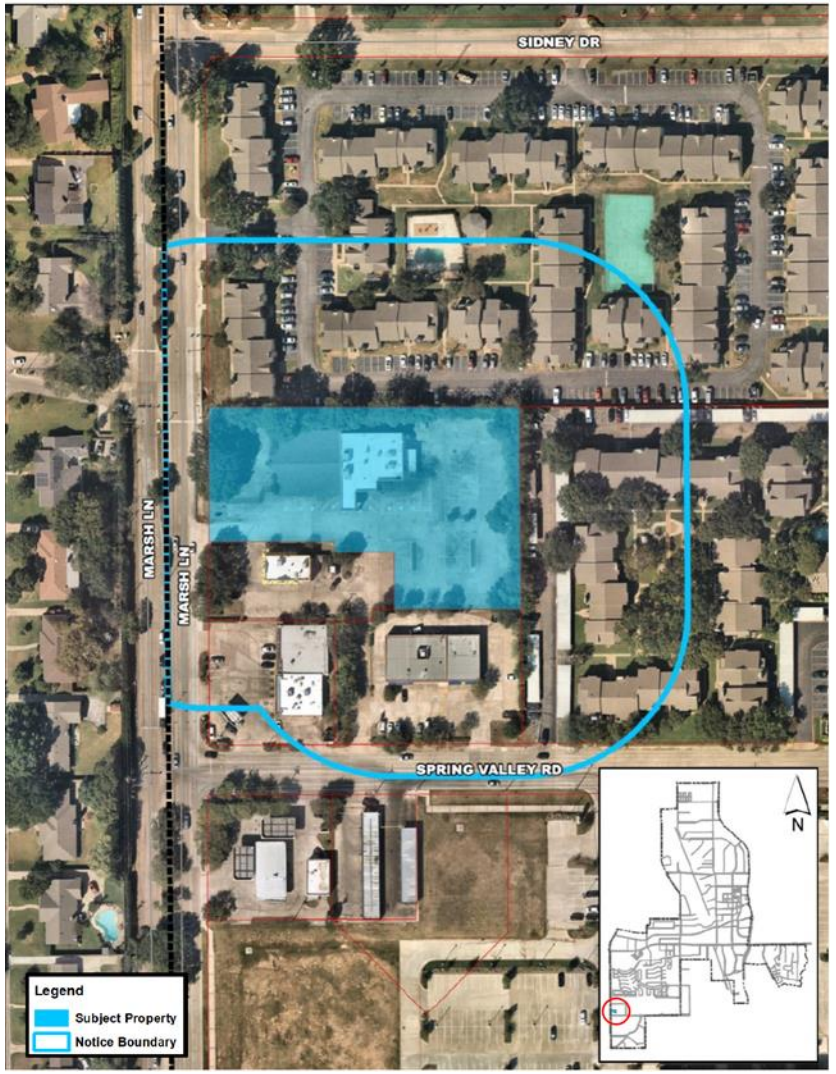
NOTICE RECIPIENTS: 6.

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION

Approval: 7 – 0, with conditions:

- Increased perimeter fence height to 6 feet
- Proof of state childcare license prior to CO
- Repeal of Ordinances O95-043 and O99-022 upon CO



Case 1842-SUP Tierra Encantada

RECOMMENDATION:

Staff recommends **approval of the request, with the following conditions:**

- Existing SUP Ordinance No. O95-043 and amending SUP Ordinance No. 099-022 are repealed upon issuance of a Certificate of Occupancy to the proposed use; and
- The applicant shall provide proof of state childcare license prior to issuance of a Certificate of Occupancy.
- The facility perimeter fence is increased to a minimum of 6 feet in height

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A DAY NURSERY FOR PROPERTY LOCATED AT 14450 MARSH LANE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on November 16, 2021, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1842-SUP) for a day nursery at the property located at 14450 Marsh Lane (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Local Retail (LR), which requires a SUP for the operation of a day nursery on the Subject Property; and

WHEREAS, this change of zoning is in conformance with the adopted Comprehensive Plan of the Town of Addison, as amended; 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. Ordinance Nos. O95-043 and 099-022, granting and amending a Special Use Permit for Brilliance Pre-School, shall be repealed in their entirety upon issuance of a Certificate of Occupancy for the Subject Property in conformance with this ordinance.

SECTION 3. The City Council hereby approves a SUP authorizing the operation of a day nursery on the Subject Property, consisting of approximately 10,599 square feet of floor area, subject to the following conditions:

(a) Prior to the issuance of a Certificate of Occupancy, the Subject Property shall:

i. Be improved in accordance with the site plan, landscape plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes; and

ii. Provide proof of child care center licensing from the Texas Department of Health and Human Services.

SECTION 4. 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, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 5. It is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

SECTION 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

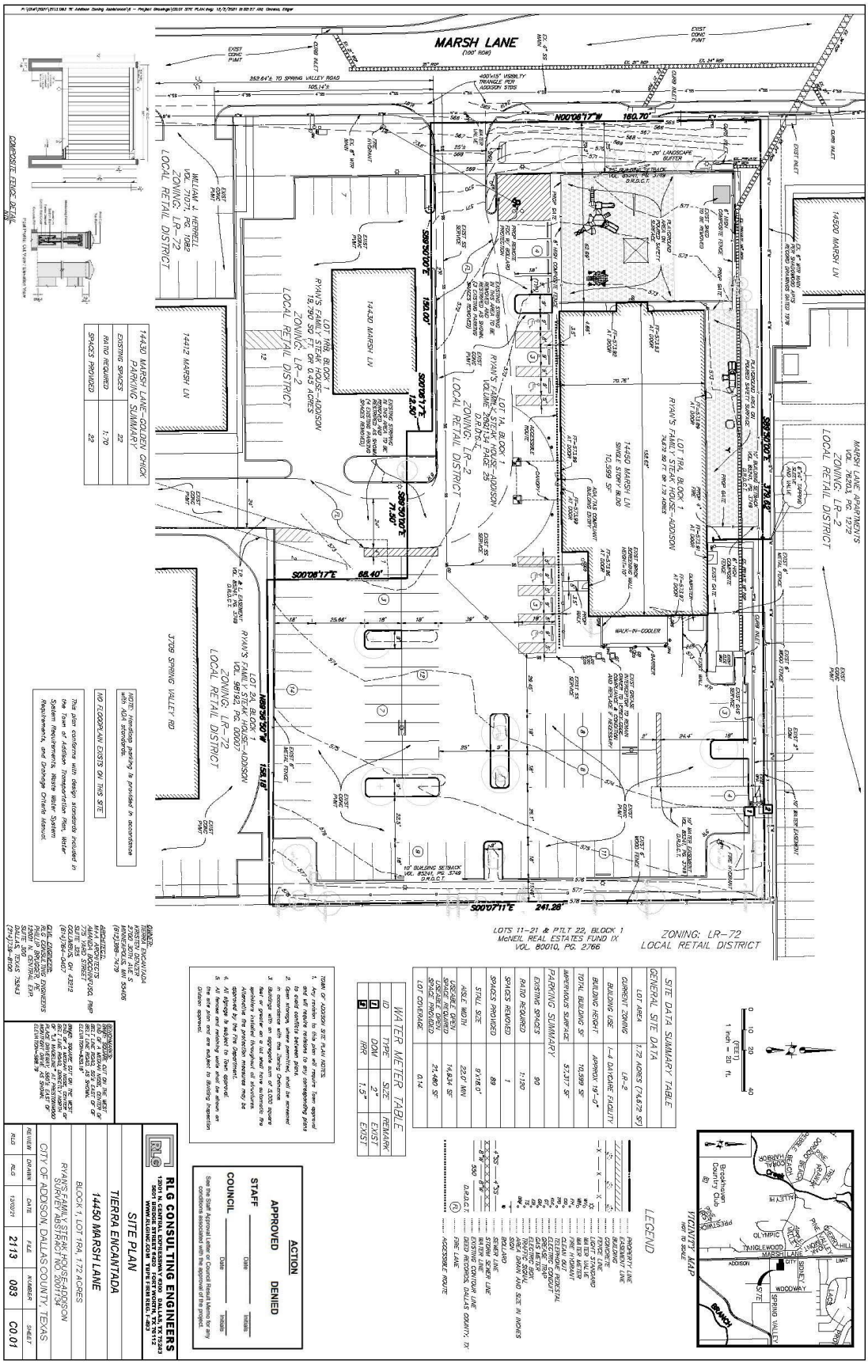

MARSH LANE
(100' ROW)
14450 MARSH LN
14430 MARSH LN
14412 MARSH LN
3709 SPRING VALLEY RD
MARSH LANE APARTMENTS
VOL. 76203, PG. 1272
ZONING: LR-2
LOCAL RETAIL DISTRICT
LOT 18A, BLOCK 1
RYAN'S FAMILY STEAK HOUSE-ADDISON
VOLUME 0, PAGE 25
ZONING: LR-2
LOCAL RETAIL DISTRICT
LOT 18B, BLOCK 1
RYAN'S FAMILY STEAK HOUSE-ADDISON
18,750 SQ FT OR 0.43 ACRES
ZONING: LR-2
LOCAL RETAIL DISTRICT
LOT 1A, BLOCK 1
RYAN'S FAMILY STEAK HOUSE-ADDISON
VOL. 98152, PG. 00007
ZONING: LR-72
LOCAL RETAIL DISTRICT
LOTS 11-21 & PT.LT 22, BLOCK 1
McNEIL REAL ESTATES FUND IX
VOL. 80010, PG. 2766
ZONING: LR-72
LOCAL RETAIL DISTRICT
WILLIAM J. HERNDELL
VOL. 71001, PG. 1083
ZONING: LR-72
LOCAL RETAIL DISTRICT
14450 MARSH LN
SINGLE STORY BLDG
10,599 SF
N00°08'17"W 160.70'
S00°08'17"E 150.00'
S89°30'00"E 71.50'
S00°08'17"E 68.40'
N89°30'00"W 158.18'
S00°07'11"E 241.28'
S89°55'03"E 378.28'
10' BUILDING SETBACK VOL. 83241, PG. 5748 D.R.D.C.T.
20' LANDSCAPE BUFFER
400'VIS VISIBILITY TRIANGLE PER ADDISON SITES
EXIST CONC PVMT
EXIST CURB INLET
EXIST 6" WATER
EXIST 8" SS
EXIST 6" METAL FENCE
EXIST 6' WOOD FENCE
EXIST 4" CONC FENCE
EXIST SS SERVICE
PROP 6" WATER SERVICE
PROP GATE
PROP 4" HIGH CHAINLINK FENCE
PROP 6" HIGH CHAINLINK FENCE
PROP 4" HIGH MAN PROOF ANTI-CLIMB SPIKES
PROP 6" HIGH MAN PROOF ANTI-CLIMB SPIKES
EXIST 4" HIGH MAN PROOF ANTI-CLIMB SPIKES REMOVED
EXISTING STRIPING TO BE REMOVED AND REPLACED AS SHOWN (4 EXISTING PARKING SPACES REMOVED)
EXISTING STRIPING TO BE REMOVED AND REPLACED AS SHOWN (2 EXISTING PARKING SPACES REMOVED)
PLAYGROUND AREA TO BE REMOVED AS SHOWN (4 EXISTING PARKING SPACES REMOVED)
PLAYGROUND AREA TO BE REMOVED AS SHOWN (2 EXISTING PARKING SPACES REMOVED)
PROPOSED SAFETY SURFACE
PROPOSED PLAYGROUND EQUIPMENT
PROPOSED SHADE STRUCTURE
PROPOSED BENCH
PROPOSED TRASH RECEPTACLE
PROPOSED PICNIC TABLE
PROPOSED GRILL
PROPOSED DRINKING FOUNTAIN
PROPOSED SIDEWALK
PROPOSED CONCRETE PAVING
PROPOSED ASPHALT PAVING
PROPOSED CONCRETE CURB
PROPOSED 6" WATER
PROPOSED 8" SS
PROPOSED 4" SS SERVICE
PROPOSED 6" SS SERVICE
PROPOSED 8" SS SERVICE
PROPOSED 6" WATER SERVICE
PROPOSED 8" WATER SERVICE
PROPOSED 10" WATER SERVICE
PROPOSED 12" WATER SERVICE
PROPOSED 4" WATER SERVICE
PROPOSED 2" WATER SERVICE
PROPOSED 1" WATER SERVICE
PROPOSED 3/4" WATER SERVICE
PROPOSED 1 1/2" WATER SERVICE
PROPOSED 2" WATER SERVICE
PROPOSED 3" WATER SERVICE
PROPOSED 4" WATER

EXHIBIT A

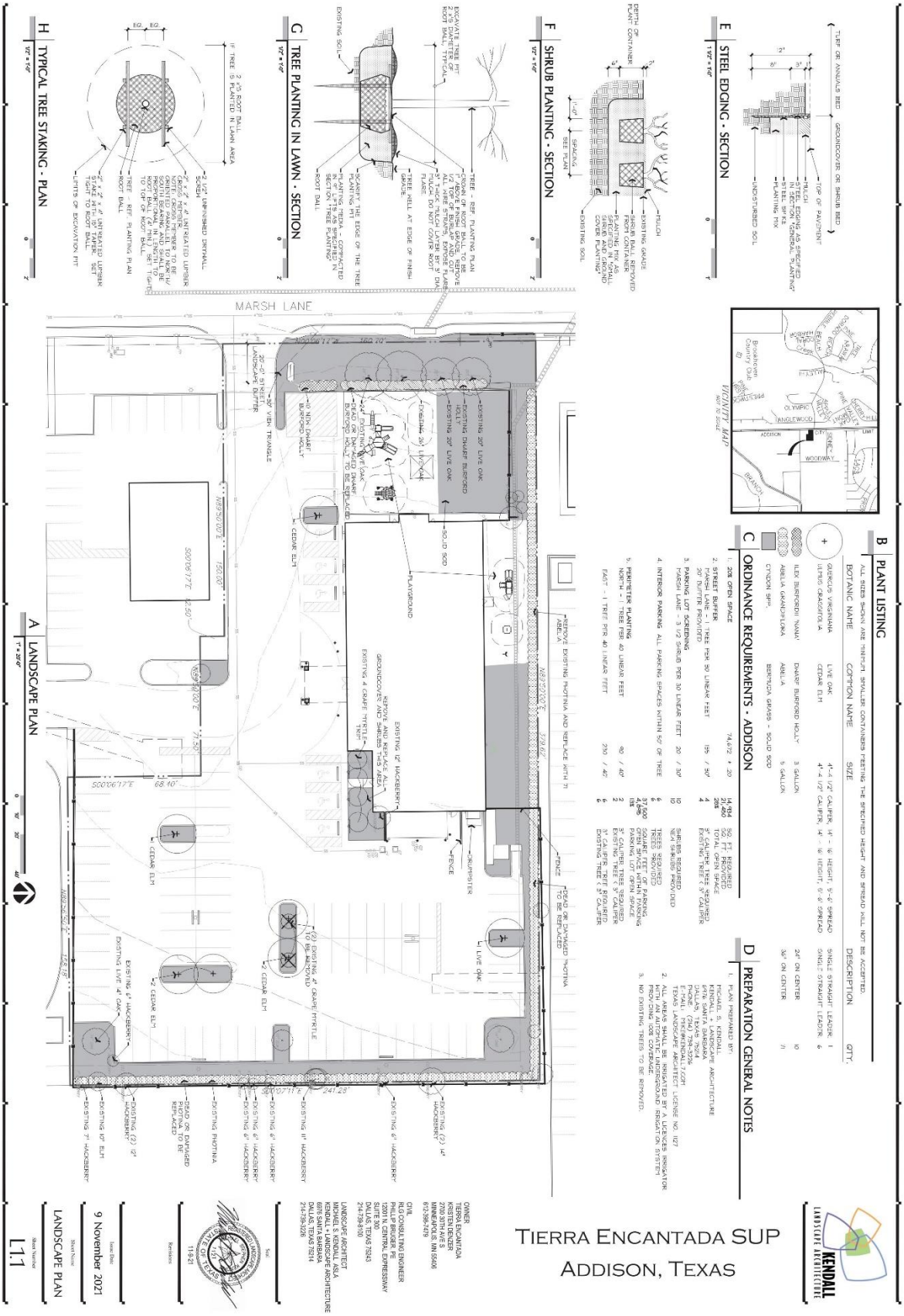

A LANDSCAPE PLAN
B PLANT LISTING
C ORDINANCE REQUIREMENTS - ADDISON
D PREPARATION GENERAL NOTES
E STEEL EDGING - SECTION
F SHRUB PLANTING - SECTION
G TREE PLANTING IN LAWN - SECTION
H TYPICAL TREE STAKING - PLAN
MARSH LANE
VICINITY MAP
TIERRA ENCANTADA SUP
ADDISON, TEXAS
KENDALL LANDSCAPE ARCHITECTURE
9 November 2021
LANDSCAPE PLAN
L1.1

EXHIBIT A

TIERRA ENCANTADA - ADDISON, TX
FLOOR PLAN
floor plan
FLOOR PLAN NOTES
1. ALTERNATE OPTION FOR ADDITIONAL STOREFRONT GLAZING TO MATCH EXISTING.
2. NEW FIRE RISER TO BE LOCATED IN EXISTING MECHANICAL ROOM.
3. NEW STOREFRONT WITH CENTERED DOUBLED DOOR IN EXISTING OPENING TO MATCH EXISTING STOREFRONT.
4. NEW STOREFRONT DOORS TO REPLACE EXISTING.
5. EXISTING SERVICE DOOR TO BE REPLACED WITH HOLLOW METAL DOOR WITH GLASS SIDELITE.
6. EXISTING TRASH COMPACTOR TO BE REMOVED AND REPLACED WITH DUMPSTER. EXISTING TRUCK WELL TO REMAIN.
7. EXISTING WALK-IN COOLER TO REMAIN AND BE REPAINTED.
8. EXISTING EXTERIOR MOUNTED ROOF LADDER TO BE REPLACED WITH NEW GATE PROTECTED ROOF LADDER, IN PLACE OF EXISTING.
BUILDING GSF: 10,150 SF*
PLAYGROUND AREA: 7,310 SF
TOTAL NUMBER OF CHILDREN: 152 CHILDREN
TOTAL NUMBER OF STAFF: 27 STAFF
14450 MARSH LANE
ADDISON, TX 75001
2021.332
11/10/21
SK-1
PROJECT NUMBER: 1842-SUP
APPLICANT:
TIERRA ENCANTADA
PROPERTY OWNER:
SMRTG LLC
ARCHITECT:
MAA ARCHITECTS
CIVIL:
PLG

EXHIBIT A

FACADE PLAN NOTES

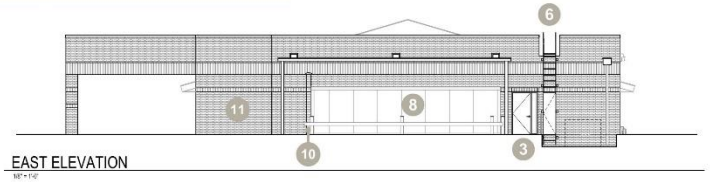
A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSE ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES..

B. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.

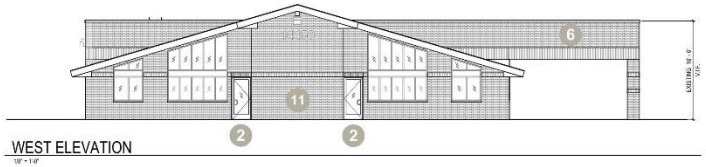
C. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

D. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.

E. ROOF ACCESS SHALL BE PROVIDED PER 2018 IBC 1011.12, EXCEPTION 1.



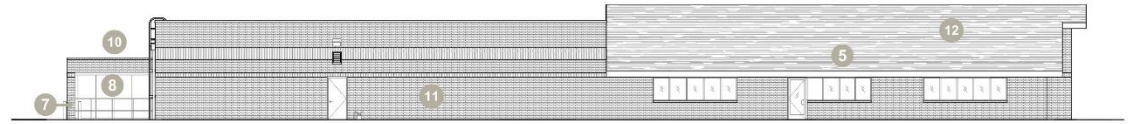
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

EXTERIOR ELEVATION NOTES

1. NEW STOREFRONT WITH CENTERED DOUBLED DOOR IN EXISTING OPENING, TO MATCH EXISTING STOREFRONT.
2. NEW STOREFRONT DOORS TO REPLACE EXISTING.
3. EXISTING SERVICE DOOR TO BE REPLACED WITH HOLLOW METAL DOOR WITH GLASS SIDELITE.
4. EXISTING LIGHT FIXTURES ALONG ROOF LINE TO BE REMOVED.
5. NEW EXTERIOR ILLUMINATED CHANNEL LETTER SIGN TO BE PROVIDED.
6. EXISTING EXTERIOR MOUNTED ROOF LADDER TO BE REPLACED WITH NEW GATE PROTECTED ROOF LADDER, IN PLACE OF EXISTING.
7. EXISTING RAILING TO REMAIN AND BE REPAINTED.
8. EXISTING WALK-IN COOLER TO REMAIN AND BE REPAINTED.
9. ALTERNATE OPTION FOR ADDITIONAL STOREFRONT GLAZING TO MATCH EXISTING.
10. EXISTING BRICK SCREEN WALL TO REMAIN
11. EXISTING BRICK FACADE TO REMAIN.
12. EXISTING SHINGLED ROOF TO REMAIN.

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APPLICANT: TIERRA ENCANTADA
KRISTEN DENZER, OWNER & CEO
2700 30TH AVE. S.
MINNEAPOLIS, MN 55406
P: 612.998.7479

PROPERTY OWNER: SMBRO, LLC
SADRUDDIN GILLANI
2221 GATSBY WAY
CARROLLTON, TX 75010
P: 469-939-4168

ARCHITECT: M+A ARCHITECTS
AMANDA BOCCHINFUSO, PMP (PROJECT MGR)
775 YARD ST., STE 325
COLUMBUS, OH 43212
P: 614-784-0407

CIVIL: RLG
EDGAR CIECINA, EIT (PROJECT MGR)
12001 N. CENTRAL EXP., STE 300
DALLAS, TX 75243
P: 214-739-8100

TIERRA ENCANTADA - ADDISON, TX

EXTERIOR ELEVATIONS

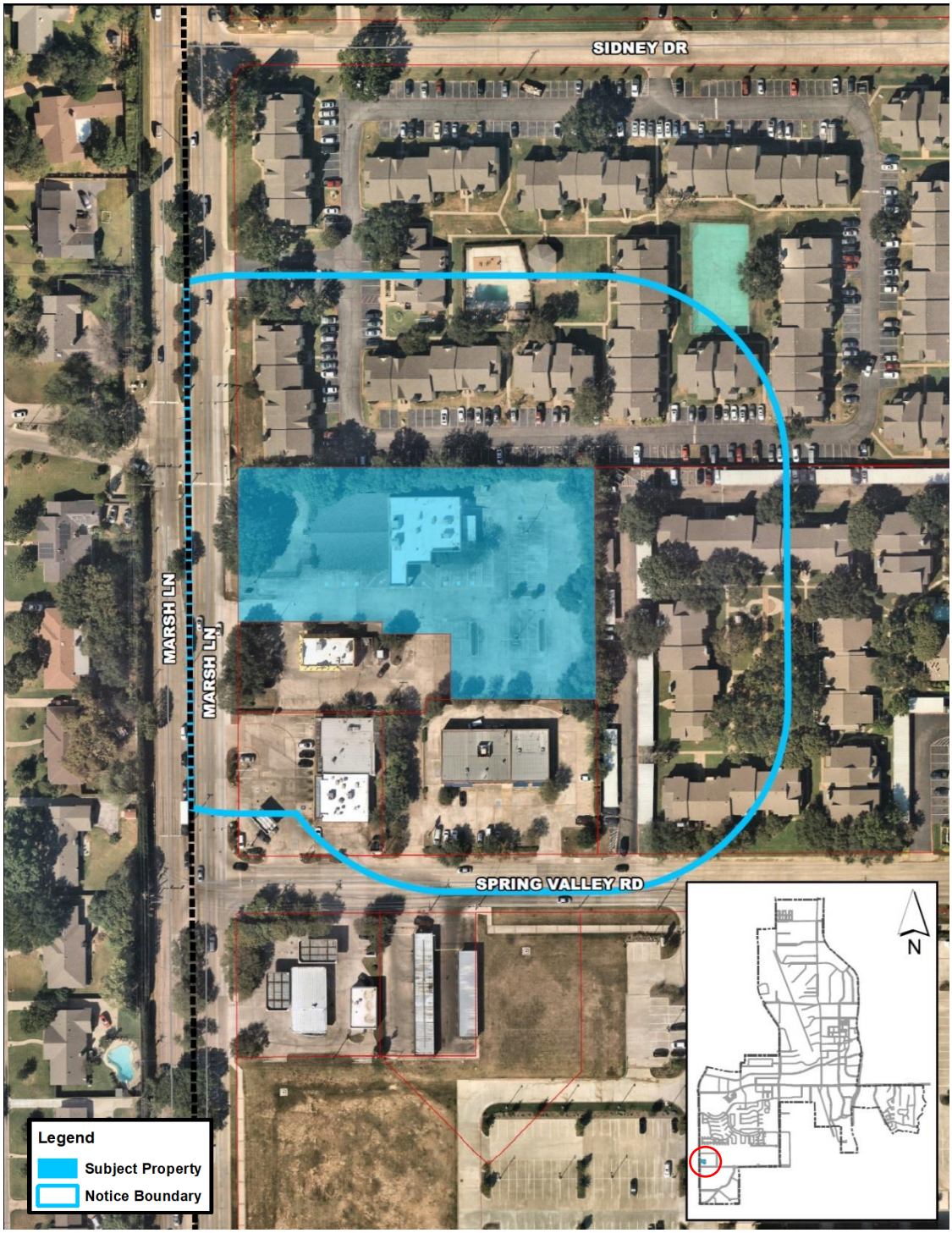
14450 MARSH LANE
ADDISON, TX 75001
m+a architects

2021.332
11/10/21
PROJECT NUMBER: 1842-SUP SK-3

1842-SUP

PUBLIC HEARING Case 1842-SUP/14450 Marsh Lane (Tierra Encantada). Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance for Property Located at 14450 Marsh Lane, currently Zoned Local Retail (LR), for a Special Use Permit (SUP) to allow a Day Nursery.

LOCATION MAP



November 12, 2021

STAFF REPORT

RE:	1842-SUP/14450 Marsh Lane (Tierra Encantada)
LOCATION:	14450 Marsh Lane
REQUEST:	Approval of a Special Use Permit for a day nursery.
APPLICANT:	Amanda Bocchinfuso, M+A Architects

DISCUSSION:

Background: A day nursery is proposed in an existing, vacant building located on the east side of Marsh Lane, approximately 250 feet north of Spring Valley Road. This property is zoned Local Retail (LR) District.

The subject building was previously occupied by an adult education facility, ELS Language Center, and a Special Use Permit (SUP) for a day nursery (Brilliance Pre-School, Inc.) was previously approved by Ordinance No. 095-043 and amended by Ordinance No. 099-022. These uses vacated the property several years ago, and the building has remained vacant since those departures.

Tierra Encantada Spanish Immersion Childcare & Preschool is a franchise with 6 existing locations in several states. It opened its first location in 2013 and is expected to open 2 locations in the Houston area. Tierra Encantada offers childcare for children ranging from 6 weeks to 6 years of age with a focus on bilingual education that fosters early cognitive development and diversity within a curated curriculum.

Proposed Plan: The applicant is requesting approval of an SUP for a day nursery that would occupy the existing building and has proposed improvements to the site, which include the addition of playground facilities, landscape improvements, minor building façade improvements, and interior renovations.

The floor plan accommodates 10,599 square feet for ten classrooms for the various age ranges, (infant, toddler, and preschool) and supporting area which includes an indoor playroom, kitchen, administrative offices, and a breakroom. It is anticipated that there will be a maximum of 153 students and 27 staff members (1 to 2 staff members for each classroom and administrative staff). There are two outdoor playground areas, on the north side and west side of the building, that will be resurfaced with poured safety surface and playground equipment.

Parking: The Town's zoning ordinance does not establish required parking for day nursery uses; however, the site is sufficiently parking to serve the operations of the business. The site will provide a total of 89 parking spaces, which results in a parking ratio of 1 parking space per 120 square feet of building floor area.

Uses such as day nurseries or schools typically required parking based on assembly area (cafeteria, gym, etc.) capacity or anticipated personnel. Given that the school plans to retain 27 staff members and that parking turnover will be frequent due to most site parking demand being generated by student drop off and pickup, Staff believes that the proposed parking will exceed parking demand for the site.

Exterior Facades: The existing building is primarily comprised of brick façade materials, which the applicant will not be changing. The applicant will be doing some aesthetic and maintenance improvements to the exterior of the building by replacing the exiting storefront, doors, and windows, removing existing light fixtures mounted along the roof, and repainting an existing walk-in cooler on the east side of the building.

Landscaping: The landscape plan shows the preservation of existing landscaping, including along the Marsh Lane frontage and portions of the landscape buffer to the north and east, adjacent to the existing multi-family neighborhoods. At the recommendation of the Town's landscape architect, the landscape buffer that is within the playground area on the north side of the building, will be replaced with Nellie R Stevens holly to eliminate potential toxic risk associated with existing Red Tip Photinia plantings. Additionally, the applicant is providing landscape area encompassing 28 percent of the property and will plant additional trees within the parking lot to comply with the Town's landscape ordinance.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

This new day nursey represents positive reinvestment in the Marsh Lane corridor and will provide a needed service to area residents.

Staff recommends approval of the request, subject to the following conditions:

- Existing SUP Ordinance No. O95-043 and amending SUP Ordinance No. O99-022 are repealed upon issuance of a Certificate of Occupancy for the proposed use.

- The applicant shall provide staff with proof of state childcare license prior to issuance of a Certificate of Occupancy.

Case 1842-SUP/Tierra Encantada

November 16, 2021

COMMISSION FINDINGS:

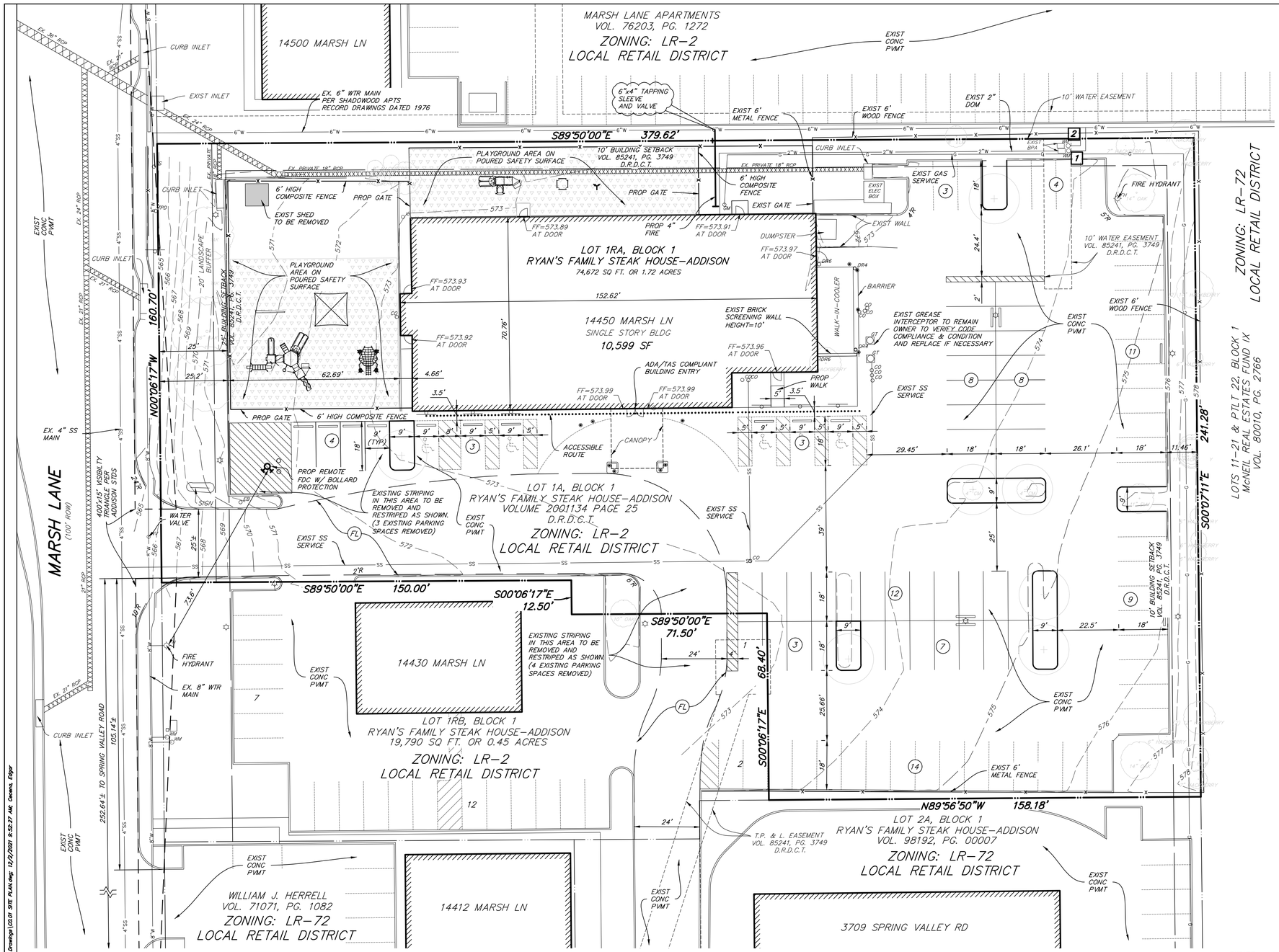
The Addison Planning and Zoning Commission, meeting in regular session on November 16, 2021, voted to recommend approval of an Ordinance changing the zoning on property located at 14450 Marsh Lane, currently zoned Local Retail (LR), by approving a Special Use Permit (SUP) for a day nursery, subject to the following conditions:

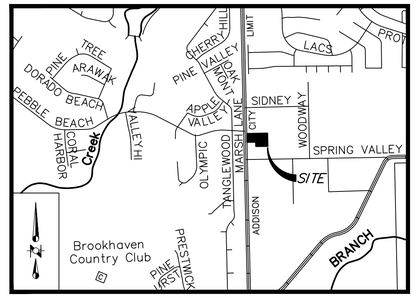
- Existing SUP Ordinance No. O95-043 and amending SUP Ordinance No. O99-022 are repealed upon issuance of a Certificate of Occupancy for the proposed use.
- The applicant shall provide staff with proof of state childcare license prior to issuance of a Certificate of Occupancy.
- The facility perimeter fence is increased to a minimum of 6 feet in height.

Voting Aye: Catalani, Craig, DeFrancisco, Fansler, Meleky, Resnik, Souers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none





VICINITY MAP
NOT TO SCALE

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	
LOT AREA	1.72 ACRES (74,672 SF)
CURRENT ZONING	LR-2
BUILDING USE	I-4 DAYCARE FACILITY
BUILDING HEIGHT	APPROX 19'-0"
TOTAL BUILDING SF	10,599 SF
IMPERVIOUS SURFACE	57,317 SF
PARKING SUMMARY	
EXISTING SPACES	90
RATIO REQUIRED	1:120
SPACES REMOVED	1
SPACES PROVIDED	89
STALL SIZE	9'x18.0'
AISLE WIDTH	22.0' MIN
USEABLE OPEN SPACE REQUIRED	14,934 SF
USEABLE OPEN SPACE PROVIDED	21,480 SF
LOT COVERAGE	0.14

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- BUILDING
- CONCRETE
- FENCE LINE
- LIGHT STANDARD
- WV ..... WATER VALVE
- WM ..... WATER METER
- FH ..... FIRE HYDRANT
- CO ..... CLEAN OUT
- TPD ..... TELEPHONE PEDESTAL
- ELC ..... ELECTRIC CONDUIT
- GT ..... GREASE TRAP
- GM ..... GAS METER
- EB ..... ELECTRIC BOX
- TS ..... TRAFFIC SIGNAL
- DR# ..... AREA DRAIN AND SIZE IN INCHES
- SIGN
- BOLLARD
- 4"SS 4"SS ..... SEWER LINE
- 8"W 8"W ..... STORM SEWER LINE
- WATER LINE
- 550 ..... EXISTING CONTOUR LINE
- D.R.D.C.T. ..... DEED RECORDS, DALLAS COUNTY, TX
- (FL) ..... FIRE LANE
- ACCESSIBLE ROUTE

WATER METER TABLE			
ID	TYPE	SIZE	REMARK
1	DOM	2"	EXIST
2	IRR	1.5"	EXIST

TOWN OF ADDISON SITE PLAN NOTES:

1. Any revision to this plan will require Town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. Buildings with an aggregate sum of 5,000 square feet or greater on a lot shall have automatic fire sprinklers installed throughout all structures. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.

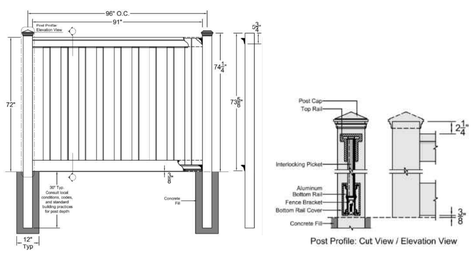
ACTION

APPROVED DENIED

STAFF _____ Date _____ Initials

COUNCIL _____ Date _____ Initials

See the Staff Approval Letter or Council Result Memo for any conditions associated with the approval of the project.



COMPOSITE FENCE DETAIL
NTS

14430 MARSH LANE-GOLDEN CHICK PARKING SUMMARY	
EXISTING SPACES	22
RATIO REQUIRED	1:70
SPACES PROVIDED	22

NOTE: Handicap parking is provided in accordance with ADA standards.

NO FLOODPLAIN EXISTS ON THIS SITE

This plan conforms with design standards included in the Town of Addison Transportation Plan, Water System Requirements, Waste Water System Requirements, and Drainage Criteria Manual.

OWNER:
TIERRA ENCANTADA
KRISTEN DENZER
2700 30TH AVE S
MINNEAPOLIS, MN 55406
(612)398-7479

ARCHITECT:
M+A ARCHITECTS
AMANDA BOCCHINFUSO, PMP
775 YARD STREET
SUITE 325
COLUMBUS, OH 43212
(614)764-0407

CIVIL ENGINEER:
RLG CONSULTING ENGINEERS
PHILLIP BRUGGER, PE
12001 N. CENTRAL EXP.
SUITE 300
DALLAS, TEXAS 75243
(214)739-8100

BENCHMARKS:
BM#1: SQUARE CUT ON THE WEST END OF A MEDIAN NOSE, CENTER OF BELT LINE ROAD, 50'± EAST OF BELT LINE ROAD. AS SHOWN. ELEVATION=620.16'

BM#2: SQUARE CUT ON THE WEST END OF A MEDIAN NOSE, CENTER OF BELT LINE ROAD, DIRECTLY NORTH OF "LA MADELINE" AT PRESTONWOOD PLACE DRIVEWAY, 550'± EAST OF MONTFORT DRIVE. AS SHOWN. ELEVATION=598.79

RLG CONSULTING ENGINEERS
12001 N. CENTRAL EXPRESSWAY #300 DALLAS, TX 75243
5601 BRIDGE STREET #420 FORT WORTH, TX 76112
WWW.RLGINC.COM TBPE FIRM REG. F-493

SITE PLAN

TIERRA ENCANTADA

14450 MARSH LANE

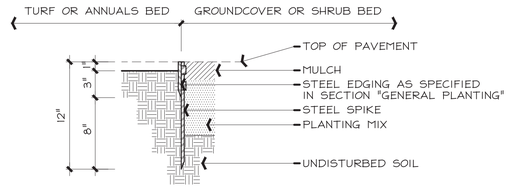
BLOCK 1, LOT 1RA, 1.72 ACRES

RYAN'S FAMILY STEAK HOUSE-ADDISON
SURVEY ABSTRACT NO. 2001134

CITY OF ADDISON, DALLAS COUNTY, TEXAS

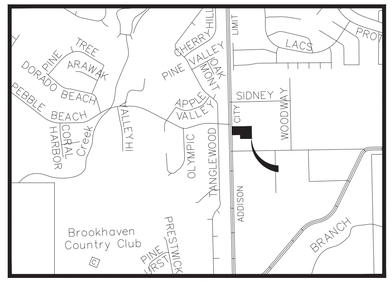
REVIEW	DRAWN	DATE	FILE	NUMBER	SHEET
RLG	RLG	12/02/21	2113	083	C0.01

P:\Civil\2021\2113.083 TE Addison Zoning Assistance\0 - Project Drawings\C0.01 SITE PLAN.dwg, 12/2/2021 8:52:27 AM, Cevans, Edpr



E STEEL EDGING - SECTION

1 1/2" = 1'-0"



VICINITY MAP
NOT TO SCALE

B PLANT LISTING

ALL SIZES SHOWN ARE MINIMUM. SMALLER CONTAINERS MEETING THE SPECIFIED HEIGHT AND SPREAD WILL NOT BE ACCEPTED.

BOTANIC NAME	COMMON NAME	SIZE	DESCRIPTION	QTY.
QUERCUS VIRGINIANA	LIVE OAK	4"-4 1/2" CALIPER, 14' - 16' HEIGHT, 5'-6' SPREAD	SINGLE STRAIGHT LEADER.	1
ULMUS CRASSIFOLIA	CEDAR ELM	4"-4 1/2" CALIPER, 14' - 16' HEIGHT, 5'-6' SPREAD	SINGLE STRAIGHT LEADER.	6
ILEX BURFORDII 'NANA'	DWARF BURFORD HOLLY	3 GALLON	24" ON CENTER	10
ABELIA GRANDIFLORA	ABELIA	5 GALLON	36" ON CENTER	71
CYNDON SPP.	BERMUDA GRASS - SOLID SOD			

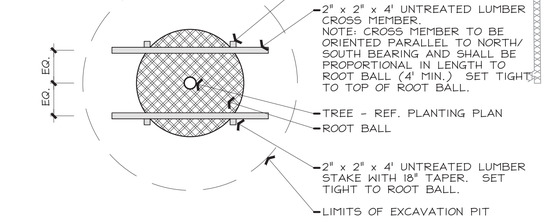
C ORDINANCE REQUIREMENTS - ADDISON

1. 20% OPEN SPACE	74,672	* .20	14,934 21,480 28%	SQ. FT. REQUIRED SQ. FT. PROVIDED TOTAL OPEN SPACE
2. STREET BUFFER MARSH LANE - 1 TREE PER 30 LINEAR FEET 20' BUFFER PROVIDED	135	/ 30'	4 4	3" CALIPER TREE REQUIRED EXISTING TREE < 3" CALIPER
3. PARKING LOT SCREENING MARSH LANE - 3 1/2 SHRUB PER 30 LINEAR FEET	20	/ 30'	10 10	SHRUBS REQUIRED NEW SHRUBS PROVIDED
4. INTERIOR PARKING ALL PARKING SPACES WITHIN 50' OF TREE			6 6 37,500 4,695 13%	TREES REQUIRED TREES PROVIDED SQUARE FEET OF PARKING OPEN SPACE WITHIN PARKING PARKING LOT OPEN SPACE
5. PERIMETER PLANTING NORTH - 1 TREE PER 40 LINEAR FEET	90	/ 40'	2 2	3" CALIPER TREE REQUIRED EXISTING TREE < 3" CALIPER
EAST - 1 TREE PER 40 LINEAR FEET	230	/ 40'	6 6	3" CALIPER TREE REQUIRED EXISTING TREE < 3" CALIPER

D PREPARATION GENERAL NOTES

1. PLAN PREPARED BY:

   MICHAEL S. KENDALL
   KENDALL + LANDSCAPE ARCHITECTURE
   6976 SANTA BARBARA
   DALLAS, TEXAS 75214
   PHONE: (214) 739-3226
   E-MAIL: MIKE@KENDALL7.COM
   TEXAS LANDSCAPE ARCHITECT LICENSE NO. 1127
2. ALL AREAS SHALL BE IRRIGATED BY A LICENCES IRRIGATOR WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM PROVIDING 100% COVERAGE.
3. NO EXISTING TREES TO BE REMOVED.



F SHRUB PLANTING - SECTION

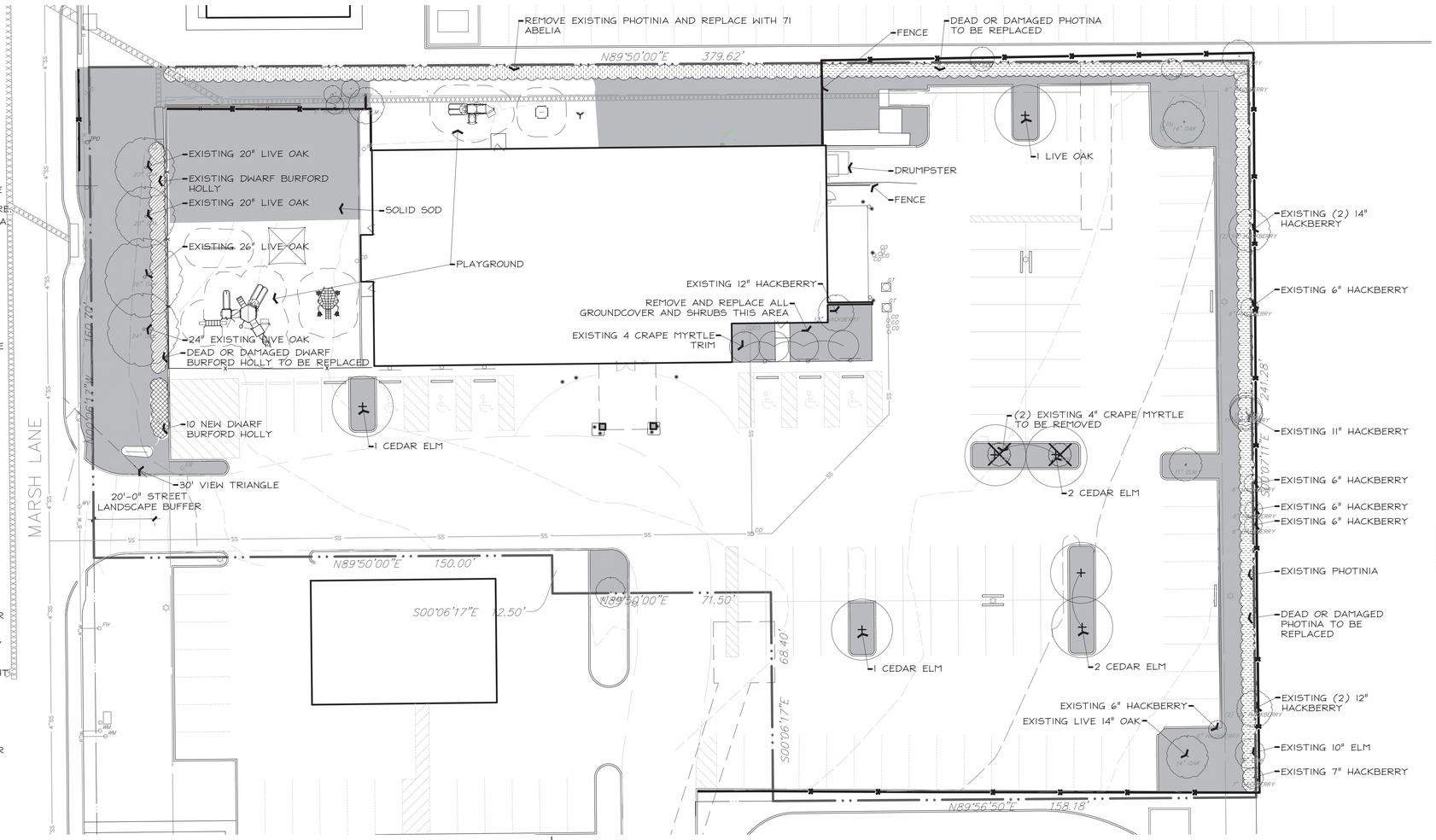
1/2" = 1'-0"

G TREE PLANTING IN LAWN - SECTION

1/2" = 1'-0"

H TYPICAL TREE STAKING - PLAN

1/2" = 1'-0"



A LANDSCAPE PLAN

1" = 20'-0"

KENDALL LANDSCAPE ARCHITECTURE

TIERRA ENCANTADA SUP

ADDISON, TEXAS

OWNER
TIERRA ENCANTADA
KRISTEN DENZER
2700 30TH AVE S
MINNEAPOLIS, MN 55406
612-398-7479

CIVIL
RLG CONSULTING ENGINEER
PHILLIP BRUGER, PE
12001 N. CENTRAL EXPRESSWAY
SUITE 300
DALLAS, TEXAS 75243
214-739-8100

LANDSCAPE ARCHITECT
MICHAEL S. KENDALL ASLA
KENDALL + LANDSCAPE ARCHITECTURE
6976 SANTA BARBARA
DALLAS, TEXAS 75214
214-739-3226

Seal

REGISTERED LANDSCAPE ARCHITECT
MICHAEL STEPHEN KENDALL
1127
STATE OF TEXAS

11-9-21

Revisions

Issue Date

9 November 2021

Sheet Name

LANDSCAPE PLAN

Sheet Number

L1.1

FACADE PLAN NOTES

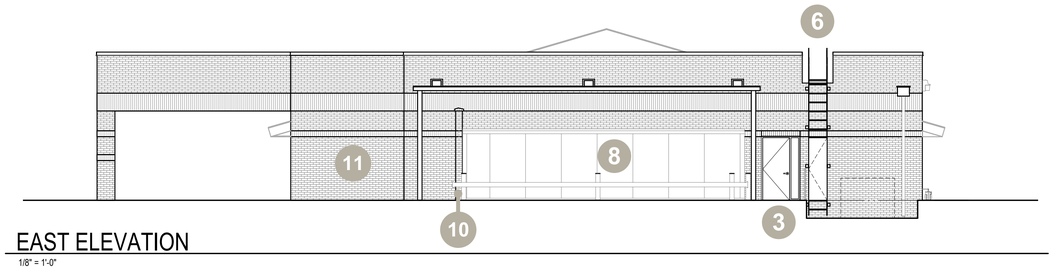
A. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSE ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY DEVELOPMENT SERVICES..

B. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.

C. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

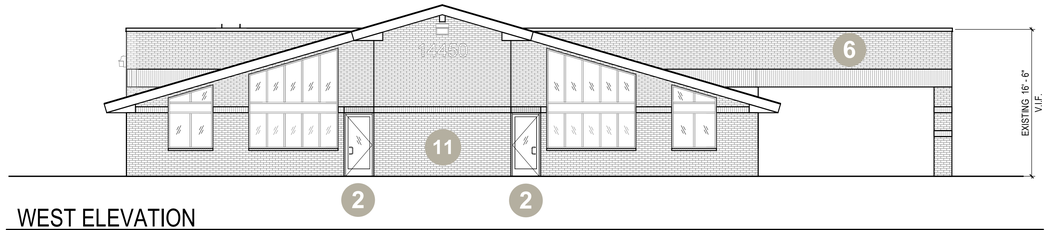
D. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.

E. ROOF ACCESS SHALL BE PROVIDED PER 2018 IBC 1011.12, EXCEPTION 1.



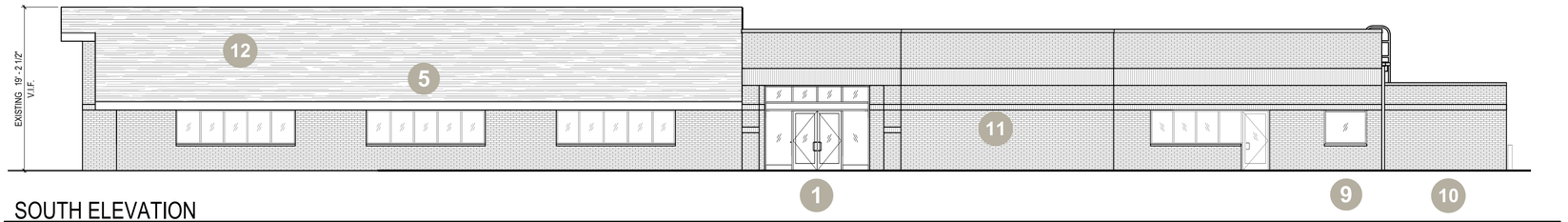
EAST ELEVATION

1/8" = 1'-0"



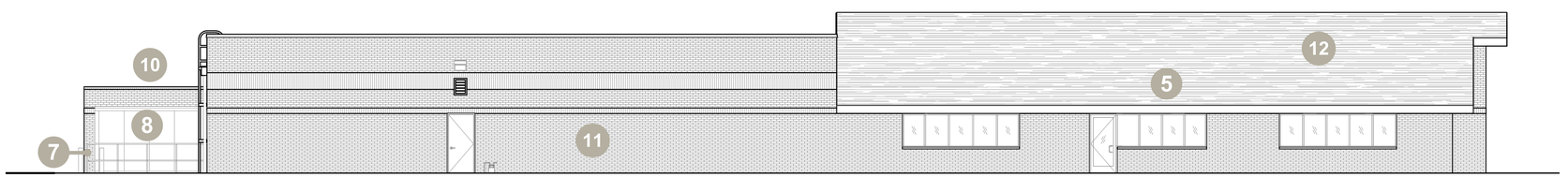
WEST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"



NORTH ELEVATION

1/8" = 1'-0"

EXTERIOR ELEVATION NOTES

1. NEW STOREFRONT WITH CENTERED DOUBLED DOOR IN EXISTING OPENING, TO MATCH EXISTING STOREFRONT.
2. NEW STOREFRONT DOORS TO REPLACE EXISTING.
3. EXISTING SERVICE DOOR TO BE REPLACED WITH HOLLOW METAL DOOR WITH GLASS SIDELITE.
4. EXISTING LIGHT FIXTURES ALONG ROOF LINE TO BE REMOVED.
5. NEW EXTERIOR ILLUMINATED CHANNEL LETTER SIGN TO BE PROVIDED.
6. EXISTING EXTERIOR MOUNTED ROOF LADDER TO BE REPLACED WITH NEW GATE PROTECTED ROOF LADDER, IN PLACE OF EXISTING.
7. EXISTING RAILING TO REMAIN AND BE REPAINTED.
8. EXISTING WALK-IN COOLER TO REMAIN AND BE REPAINTED.
9. ALTERNATE OPTION FOR ADDITIONAL STOREFRONT GLAZING TO MATCH EXISTING.
10. EXISTING BRICK SCREEN WALL TO REMAIN
11. EXISTING BRICK FACADE TO REMAIN.
12. EXISTING SHINGLED ROOF TO REMAIN.

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APPLICANT: TIERRA ENCANTADA
KRISTEN DENZER, OWNER & CEO
2700 30TH AVE. S.
MINNEAPOLIS, MN 55406
P: 612-398-7479

PROPERTY OWNER: SM&RG, LLC
SADRUDDIN GILLANI
2221 GATSBY WAY
CARROLLTON, TX 75010
P: 469-939-4188

ARCHITECT: M+A ARCHITECTS
AMANDA BOCCHINFUSO, PMP (PROJECT MGR)
775 YARD ST., STE 325
COLUMBUS, OH 43212
P: 614-764-0407

CIVIL: RLG
EDGAR CECENA, EIT (PROJECT MGR)
12001 N. CENTRAL EXP, STE 300
DALLAS, TX 75243
P: 214-739-8100

TIERRA ENCANTADA - ADDISON, TX

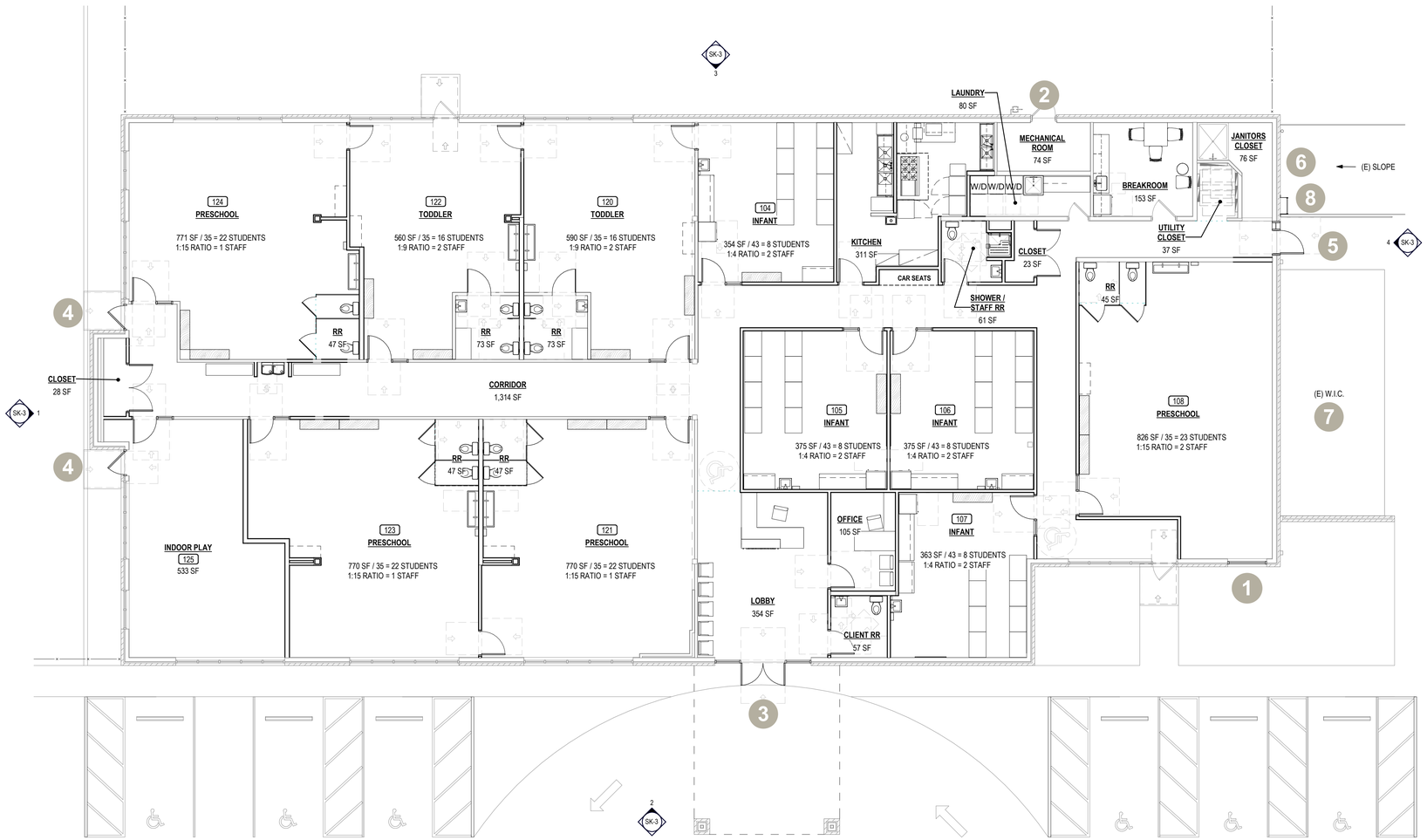
EXTERIOR ELEVATIONS

14450 MARSH LANE
ADDISON, TX 75001

m+a architects

2021.332
11/10/21
SK-3

PROJECT NUMBER: 1842-SUP



floor plan
1/8" = 1'-0"

FLOOR PLAN NOTES

1. ALTERNATE OPTION FOR ADDITIONAL STOREFRONT GLAZING TO MATCH EXISTING.
2. NEW FIRE RISER TO BE LOCATED IN EXISTING MECHANICAL ROOM.
3. NEW STOREFRONT WITH CENTERED DOUBLED DOOR IN EXISTING OPENING, TO MATCH EXISTING STOREFRONT.
4. NEW STOREFRONT DOORS TO REPLACE EXISTING.
5. EXISTING SERVICE DOOR TO BE REPLACED WITH HOLLOW METAL DOOR WITH GLASS SIDELITE.
6. EXISTING TRASH COMPACTOR TO BE REMOVED AND REPLACED WITH DUMPSTER. EXISTING TRUCK WELL TO REMAIN.
7. EXISTING WALK-IN COOLER TO REMAIN AND BE REPAINTED.
8. EXISTING EXTERIOR MOUNTED ROOF LADDER TO BE REPLACED WITH NEW GATE PROTECTED ROOF LADDER, IN PLACE OF EXISTING.

BUILDING GSF: 10,150 SF*

* REFER TO SK-2 FOR INFORMATION REGARDING AREA & DESIGN OCCUPANT LOAD

PLAYGROUND AREA: 7,310 SF

TOTAL NUMBER OF CHILDREN: 152 CHILDREN

TOTAL NUMBER OF STAFF: 27 STAFF

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APPLICANT: TIERRA ENCANTADA
KRISTEN DENZER, OWNER & CEO
2700 30TH AVE. S.
MINNEAPOLIS, MN 55406
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CIVIL: RLG
EDGAR CECENA, EIT (PROJECT MGR)
12001 N. CENTRAL EXP, STE 300
DALLAS, TX 75243
P: 214-739-8100

TIERRA ENCANTADA - ADDISON, TX

FLOOR PLAN

14450 MARSH LANE
ADDISON, TX 75001

m+a architects

2021.332
11/10/21
SK-1

PROJECT NUMBER: 1842-SUP

Council Meeting **15.**

Meeting Date: 12/14/2021

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, Present, Discuss, and Consider Action on an **Ordinance for Property Located at 14854 Montfort Drive, Currently Zoned Planned Development (PD) through Ordinance No. 084-076, for a Special Use Permit (SUP) to Allow a Restaurant with the Sale of Alcoholic Beverage for On-Premises Consumption**. Case 1841-SUP/14854 Montfort Drive (TK's Place).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in special session on December 7, 2021, voted to recommend approval of an Ordinance changing the zoning on property located at 14854 Montfort Road, currently zoned Planned Development (PD) through Ordinance O84-076, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on premises consumption only, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage
- SUP Ordinance (O15-014) is repealed upon issuance of a Certificate of Occupancy for the proposed use

Voting Aye: Catalani, Craig, DeFrancisco, Fansler, Meleky, Resnik, Souers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

1841-SUP-Presentation
1841-SUP-Ordinance
1841-SUP-Staff Report
1841-SUP-Plans

TK's Place
Special Use Permit
(1841-SUP)

Case 1841-SUP TK's Place

LOCATION:

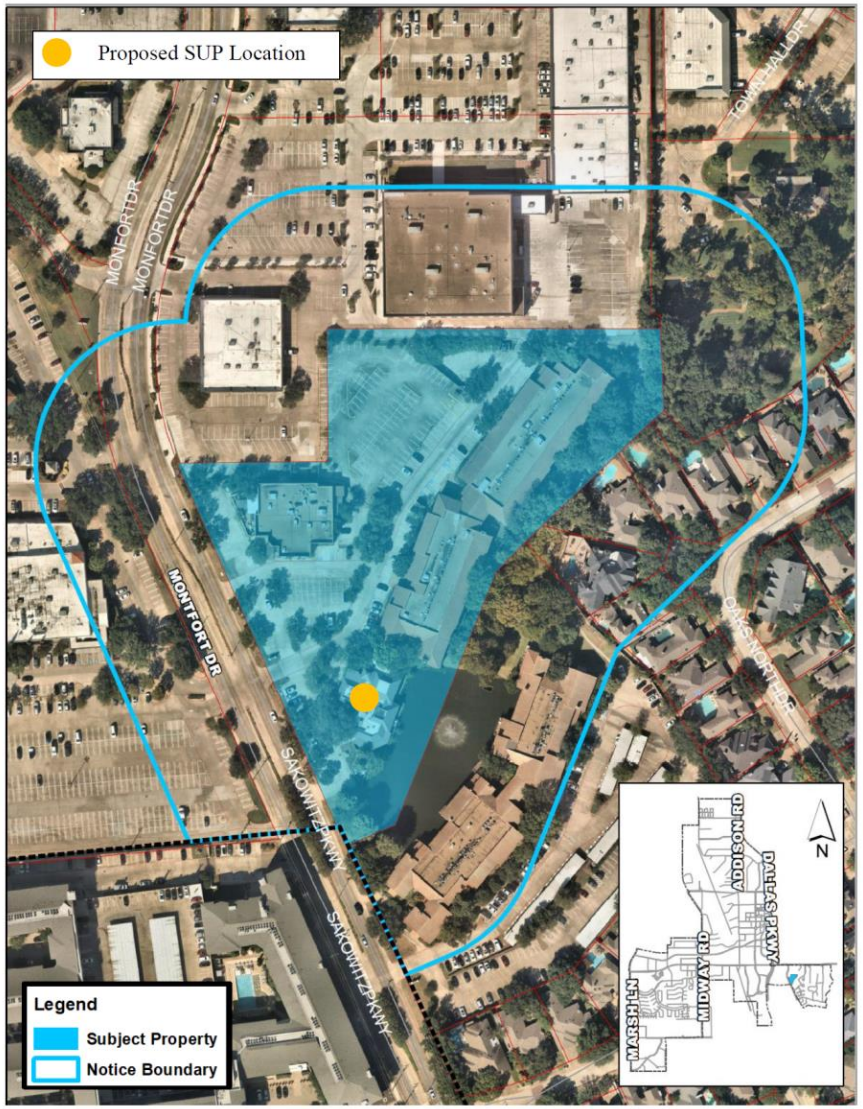
14854 Montfort Drive

REQUEST:

Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant and sale of alcoholic beverages for on-premises consumption, and associated site conditions at the subject property.



Case 1841-SUP TK's Place



PROJECT HISTORY:

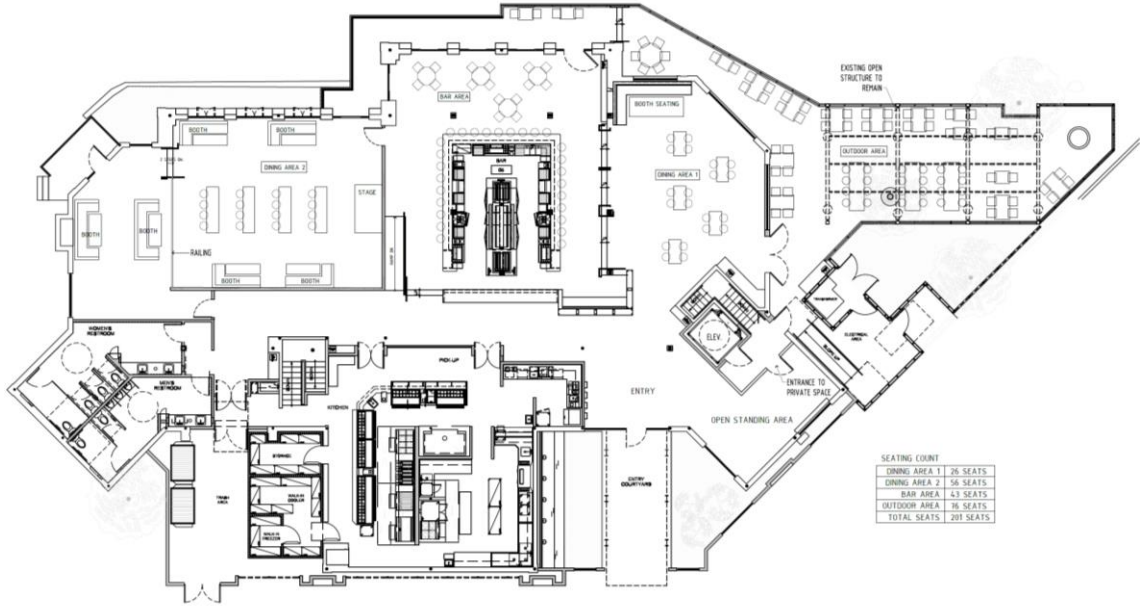
1984 – Rezoned to PD from Local Retail and two SUPs for restaurants were granted.

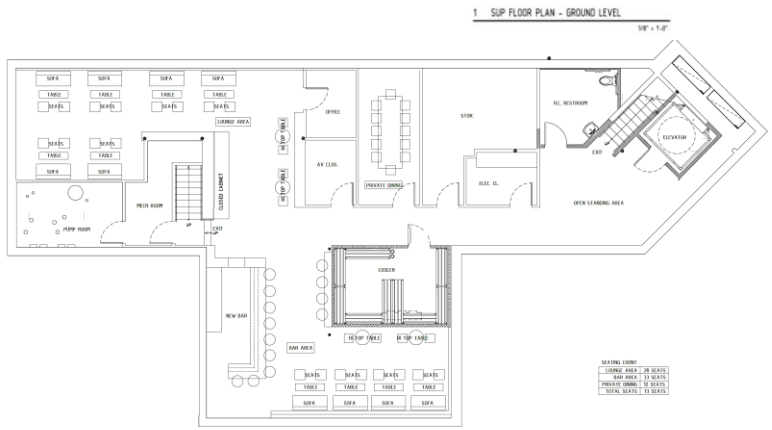
1984 - 2014 – Building occupied by various restaurants.

2015 – Building underwent major renovations with approval of a SUP for Public School 972.

Present – TK's Place proposes to occupy and make minor interior improvements for a new restaurant concept.

Case 1841-SUP TK's Place





Restaurant Use:

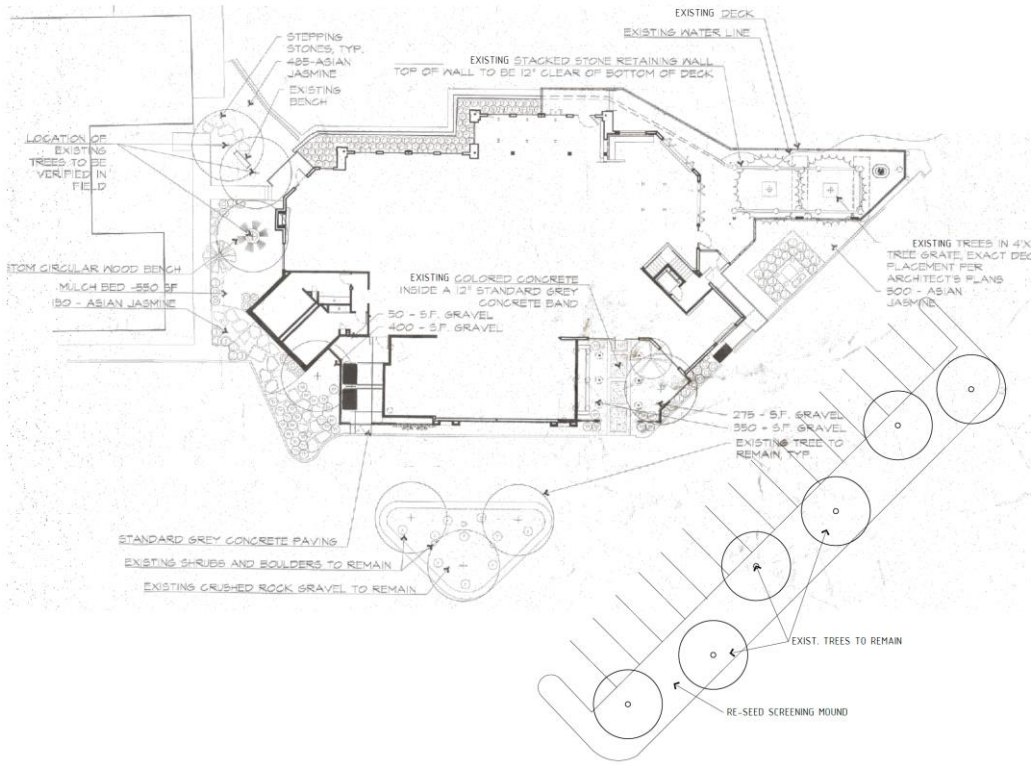
- New restaurant concept combining owner's passions of food, hospitality, and comedy.

- Split-level building and patio make up 12,557 SF
  - 1st floor (7,546 SF) and outdoor patio (1,830 SF) will be used as the primary dining space for 125 patrons

  - Basement level (2,737 SF) will be used as additional dining space with the addition of a new bar area for private events for 73 patrons, and additional storage space

- "Loose seating" on the 1st floor to allow flexibility to allow periodic standup comedy events

Case 1841-SUP TK's Place



PARKING:

There are 460 existing surface and underground parking spaces, which are shared by the office and restaurant tenants.

Based on the tenant mix, 461 parking spaces are required – TK's Place is required to provide 126 parking spaces.

OPEN SPACE AND LANDSCAPE:

This building is only a portion of the overall site. Landscaping within the general vicinity of the building is in general compliance. Not practical to require update to landscaping for the entire site.

Property owner committed to replacing dead or damaged landscaping and re-establishing ground cover along Montfort Drive.

Sidewalk will be required with redevelopment or reconstruction of Montfort in the future.

EXTERIOR APPEARANCE:

The applicant intends to retain the existing façade design, except for building signage.

Case 1841-SUP TK's Place

PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

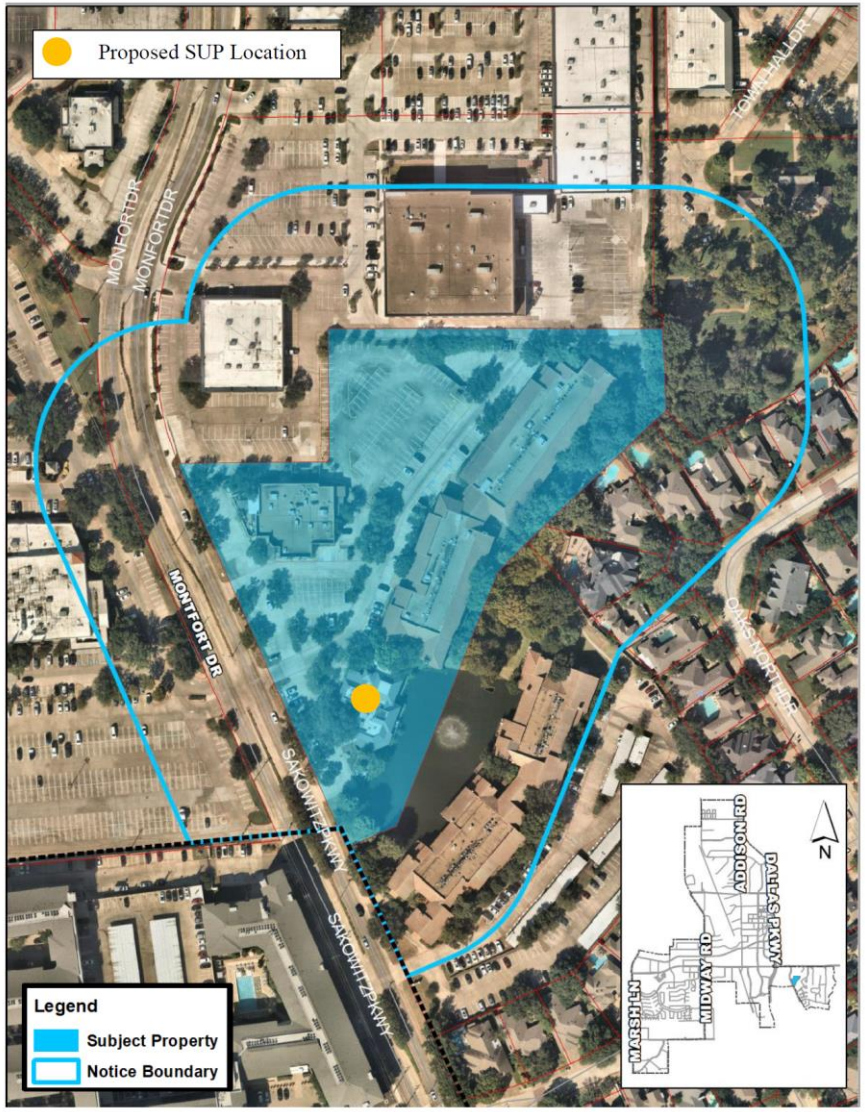
NOTICE RECIPIENTS: 13.

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION

Approval: 7 – 0, with conditions:

- No terms or graphic depictions that relate to alcoholic beverages in any exterior signage.
- SUP Ordinance O15-014 is repealed upon CO



Case 1841-SUP TK's Place

RECOMMENDATION:

Staff recommends **approval of the request with the following conditions:**

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signs.
- Existing SUP Ordinance No. O15-014 is repealed upon issuance of a Certificate of Occupancy for the proposed use.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REPEALING ORDINANCE NO. O15-014 AND GRANTING A SPECIAL USE PERMIT (SUP) FOR A RESTAURANT AND FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION FOR THE PROPERTY LOCATED AT 14854 MONTFORT DRIVE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its special called meeting held on December 7, 2021, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1841-SUP) for a restaurant and for the sale of alcoholic beverages for on-premises consumption at the property located at 14854 Montfort Drive (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD) through Ordinance No. 084-076; and

WHEREAS, this change of zoning is in conformance with the adopted Comprehensive Plan of the Town of Addison, as amended; 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. Ordinance No. O15-014, granting a Special Use Permit to Public School 972, shall be repealed in its entirety upon issuance of a Certificate of Occupancy for the Subject Property in conformance with this ordinance.

SECTION 3. A Special Use Permit authorizing a restaurant and authorizing the sale of alcoholic beverages for on-premises consumption on the Subject Property, is hereby granted subject to the following conditions:

(a) Prior to the issuance of a Certificate of Occupancy, the Subject Property shall be improved in accordance with the site plan, landscape plan, floor plan, and building elevations, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

(b) The SUP granted herein for a restaurant and for the sale of alcoholic beverages for on-premises consumption, shall be limited to that particular area designated on the final site plans as encompassing a total area not to exceed 12,557 square feet.

(c) No signs advertising sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison, Texas.

(d) The sale of alcoholic beverages under this SUP shall be permitted in restaurants. Restaurants are hereby defined as establishments which receive at least sixty percent (60%) of their gross revenues from the sale of food.

(e) Said establishment shall, upon request by the city, make available to the city or its agents, during reasonable hours its bookkeeping records for inspection to ensure that the conditions of subparagraph (e) above are being met.

(f) Any nonconforming use of the Subject Property that is not considered a legal nonconforming use under the Comprehensive Zoning Ordinance of the Town of Addison shall not be permitted to receive a license or permit for the sale of alcoholic beverages.

(g) If the Subject Property is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

(h) If a license or permit to sell alcoholic beverages on the Subject Property is revoked, terminated, or cancelled by any authority with jurisdiction over the same, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

(i) The establishment shall not use the term “bar”, “tavern”, or any other terms or graphic depictions that relate to the sale of alcoholic beverages on any signs visible from the exterior of the premises.

SECTION 4. 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, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 5. It is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

SECTION 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.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***DECEMBER 2021.***

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

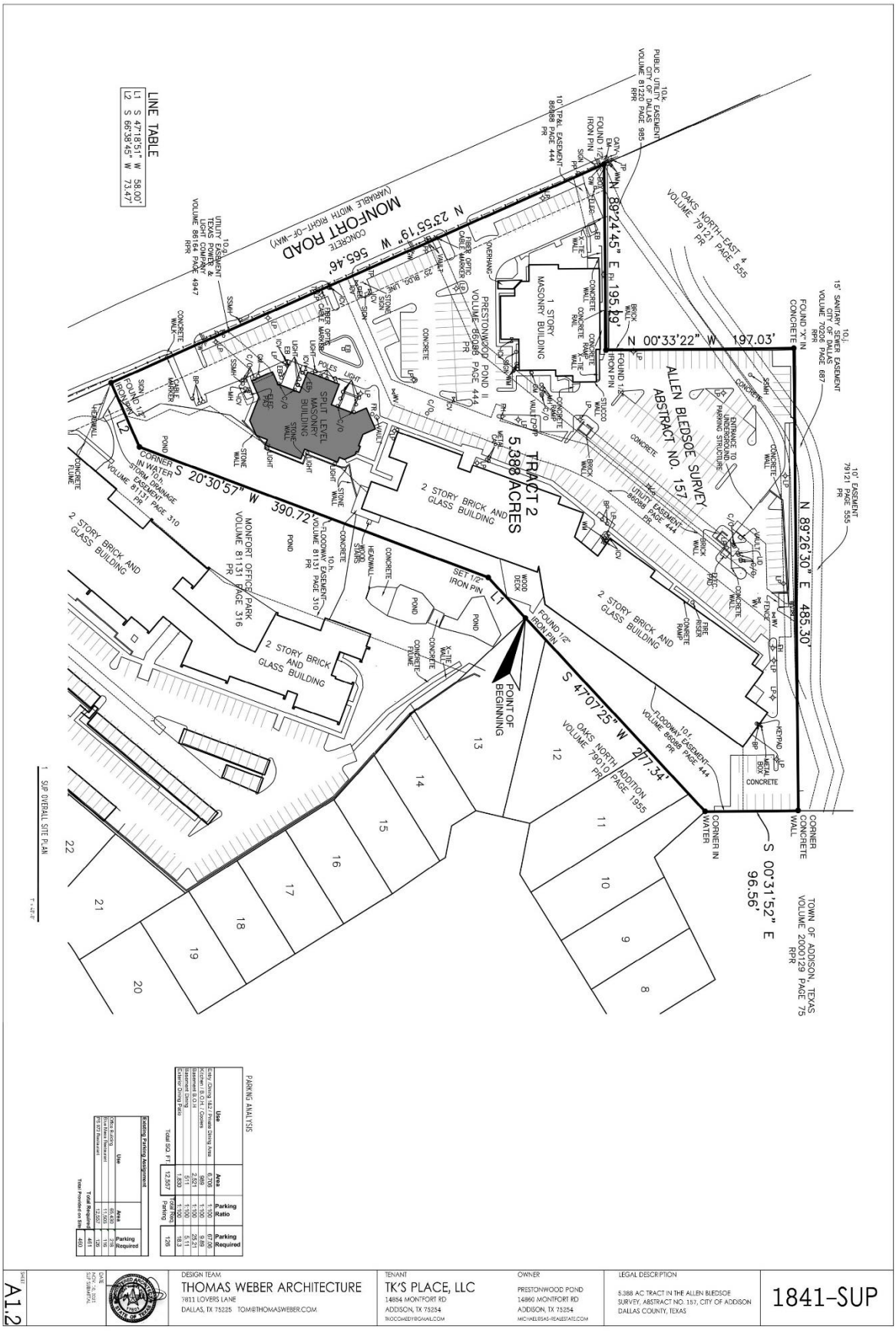

LINE TABLE
L1 S 47°18'51" W 58.00'
L2 S 66°38'45" W 73.47'
MONFORT ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
N 23°55'19" W 565.46'
N 89°24'45" E 195.19'
N 00°33'22" W 197.03'
N 89°26'30" E 485.30'
S 20°30'57" W 390.72'
S 47°07'25" W 277.34'
S 00°31'52" E 96.56'
TRACT 2
5.388 ACRES
ALLEN BLEDSOE SURVEY
ABSTRACT NO. 157
POINT OF BEGINNING
SET 1/2" IRON PIN
FOUND 1/2" IRON PIN
1 STORY MASONRY BUILDING
SPLIT LEVEL MASONRY BUILDING
2 STORY BRICK AND GLASS BUILDING
PRESTONWOOD POND II VOLUME 86088 PAGE 444
MONFORT OFFICE PARK VOLUME 81 PAGE 316
OAKS NORTH-EAST 4 VOLUME 79121 PR
OAKS NORTH ADDITION VOLUME 79001 PAGE 1955
TOWN OF ADDISON, TEXAS VOLUME 2000129 PAGE 75 RPR
1 SUP OVERALL SITE PLAN
PARKING ANALYSIS
Existing Parking Assignment
A1.2
DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM
TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKOCOMEDY@GMAIL.COM
OWNER
PRESTONWOOD POND
14980 MONTFORT RD
ADDISON, TX 75254
MICHAELBSAS-REALESTATE.COM
LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS
1841-SUP

EXHIBIT A

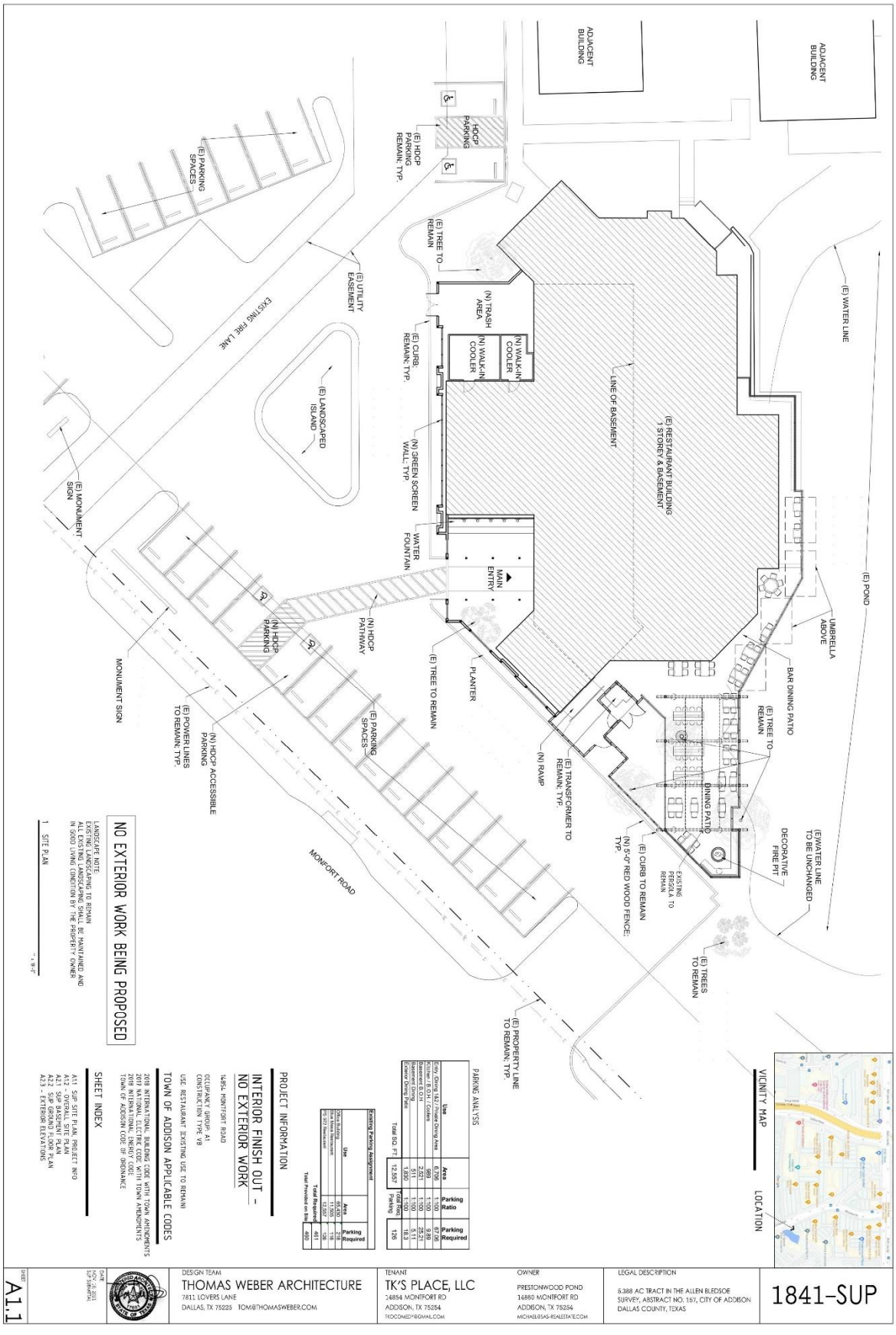

ADJACENT BUILDING
ADJACENT BUILDING
(E) HDCP PARKING REMAIN; TYP.
HDCP PARKING
(E) PARKING SPACES
(E) TREE TO REMAIN
(E) UTILITY EASEMENT
EXISTING FIRE LANE
(N) TRASH AREA
(N) WALK-IN COOLER
(N) WALK-IN COOLER
(E) CURB REMAIN; TYP.
(E) LANDSCAPED ISLAND
LINE OF BASEMENT
(E) RESTAURANT BUILDING 1 STOREY & BASEMENT
(E) WATER LINE
(E) POND
(E) MONUMENT SIGN
(N) GREEN SCREEN WALL TYP.
WATER FOUNTAIN
MAIN ENTRY
(N) HDCP PARKING
(N) HDCP PATHWAY
PLANTER
(E) TREE TO REMAIN
UMBRELLA ABOVE
BAR DINING PATIO
(E) TREE TO REMAIN
DINING PATIO
(E) TRANSFORMER TO REMAIN; TYP.
(N) RAMP
(E) CURB TO REMAIN
(N) 5'-0" RED WOOD FENCE; TYP.
EXISTING PERGOLA TO REMAIN
(E)WATER LINE TO BE UNCHANGED
DECORATIVE FIRE PIT
MONUMENT SIGN
(N) HDCP ACCESSIBLE PARKING
(E) POWER LINES TO REMAIN; TYP.
(E) PARKING SPACES
MONFORT ROAD
(E) TREES TO REMAIN
(E) PROPERTY LINE TO REMAIN; TYP.
VICINITY MAP
LOCATION
1 SITE PLAN
NO EXTERIOR WORK BEING PROPOSED
LANDSCAPE NOTE:
EXISTING LANDSCAPING TO REMAIN
ALL EXISTING LANDSCAPING SHALL BE MAINTAINED AND IN GOOD LIVING CONDITION BY THE PROPERTY OWNER
PROJECT INFORMATION
INTERIOR FINISH OUT - NO EXTERIOR WORK
14854 MONTFORT ROAD
OCCUPANCY GROUP: A1
CONSTRUCTION TYPE V-B
USE: RESTAURANT (EXISTING USE TO REMAIN)
TOWN OF ADDISON APPLICABLE CODES
2018 INTERNATIONAL BUILDING CODE WITH TOWN AMENDMENTS
2018 INTERNATIONAL ELECTRIC CODE WITH TOWN AMENDMENTS
2018 INTERNATIONAL ENERGY CODE
TOWN OF ADDISON CODE OF ORDINANCE
SHEET INDEX
A1.1 SUP SITE PLAN, PROJECT INFO
A1.2 - OVERALL SITE PLAN
A2.1 SUP BASEMENT PLAN
A2.2 - SUP GROUND FLOOR PLAN
A2.3 - EXTERIOR ELEVATIONS
PARKING ANALYSIS
Use
Area
Parking Ratio
Parking Required
Existing Dining / Kitchen / Toilets
6,008
1:100
60.08
Basement B.O.H. / Toilets
988
1:100
9.88
Basement Dining
2,521
1:100
25.21
Ground Floor B.O.H.
1,930
1:100
19.3
Ground Floor Dining
1,930
1:100
19.3
Total BO. FT.
12,587
Total Req. Parking
128
Existing Parking Assignment
Use
Area
Parking Required
Bistro & Wine Restaurant
11,500
115
Bistro & Wine Restaurant
1,087
11
Total Required
461
126
Total Provided on Site
460
DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM
TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKDCOMEDY@GMAIL.COM
OWNER
PRESTONWOOD POND
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MICHAELBSAS-REALESTATE.COM
LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS
1841-SUP
SHEET
A1.1

EXHIBIT A

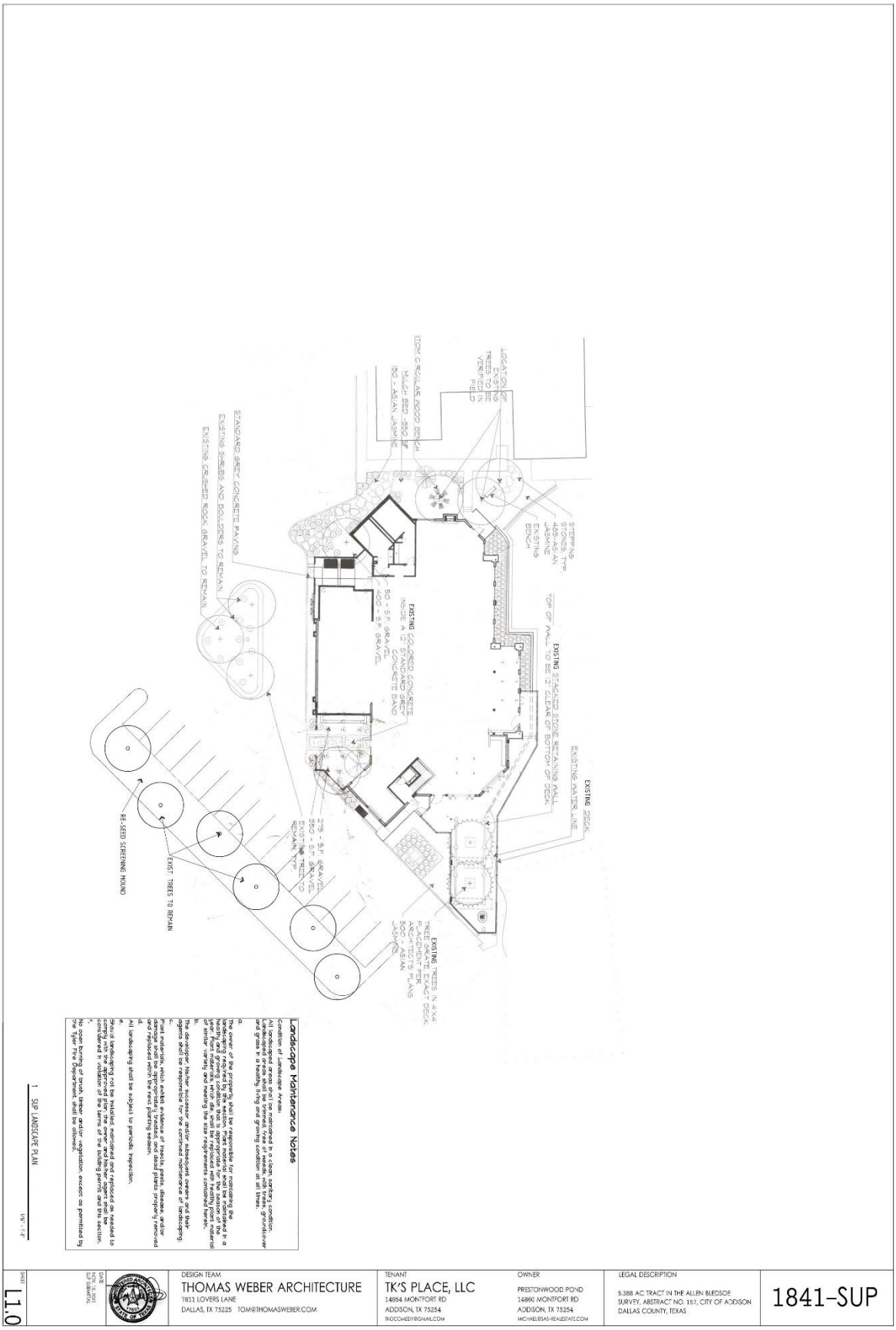

EXISTING STACKED STONE RETAINING WALL TO BE 12" CLEAR OF BOTTOM OF DECK
EXISTING DECK
EXISTING WATER LINE
EXISTING COLORED CONCRETE INSIDE A 12" STANDARD GREY CONCRETE BAND
50 - SF GRAVEL
STEPPING STONES THRU 48SF ASIAN JASMINE
EXISTING BENCH
LOCATION OF EXISTING TREES TO BE VERIFIED IN FIELD
STONE CIRCULAR WOOD BENCH
MULCH BED - 250 SF
150 - ASIAN JASMINE
STANDARD GREY CONCRETE PAVING
EXISTING SHRUBS AND BOULDERS TO REMAIN
EXISTING CRUSHED ROCK GRAVEL TO REMAIN
RE-SEED SCREENING MOUND
EXIST. TREES TO REMAIN
218 - SF GRAVEL
350 - SF GRAVEL
EXISTING TREE TO REMAIN
EXISTING TREES IN 4X4' TREE GRATE EXACT PLACEMENT PER SURVEY PLANS
500 - SF ASIAN JASMINE
1 SUP LANDSCAPE PLAN
1/16" = 1'-0"
Landscape Maintenance Notes
Condition of Landscape Areas.
All required plant material shall be maintained in a living, growing condition.
Landscaped areas shall be trimmed, free of weeds, with trees, groundcover and grass in a healthy, living and growing condition at all times.
a.
The owner of the property shall be responsible for maintaining the landscaping required by this section. Plant material shall be maintained in a healthy, growing condition at all times. Any plant material that dies shall be replaced with healthy plant material of similar variety and meeting the size requirements contained herein.
b.
The developer, his/her successor and/or subsequent owners and their agents shall be responsible for the continued maintenance of landscaping.
c.
Plant materials which exhibit evidence of insects, disease, and/or damage shall be appropriately treated, and dead plants promptly removed and replaced within the next planting season.
d.
All landscaping shall be subject to periodic inspection.
e.
Should landscaping not be installed, maintained and replaced as needed to comply with the approved plan, the owner and his/her agent shall be considered in violation of the terms of the building permit and this section.
f.
No open burning of brush, trees and/or vegetation except as permitted by the Texas Fire Department shall be allowed.
SHEET
L1.0
DATE
NOV. 13, 2013
REVISIONS
DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM
TENANT
TK'S PLACE, LLC
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MICHAELBSAS-REALESTATE.COM
LEGAL DESCRIPTION
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1841-SUP

EXHIBIT A

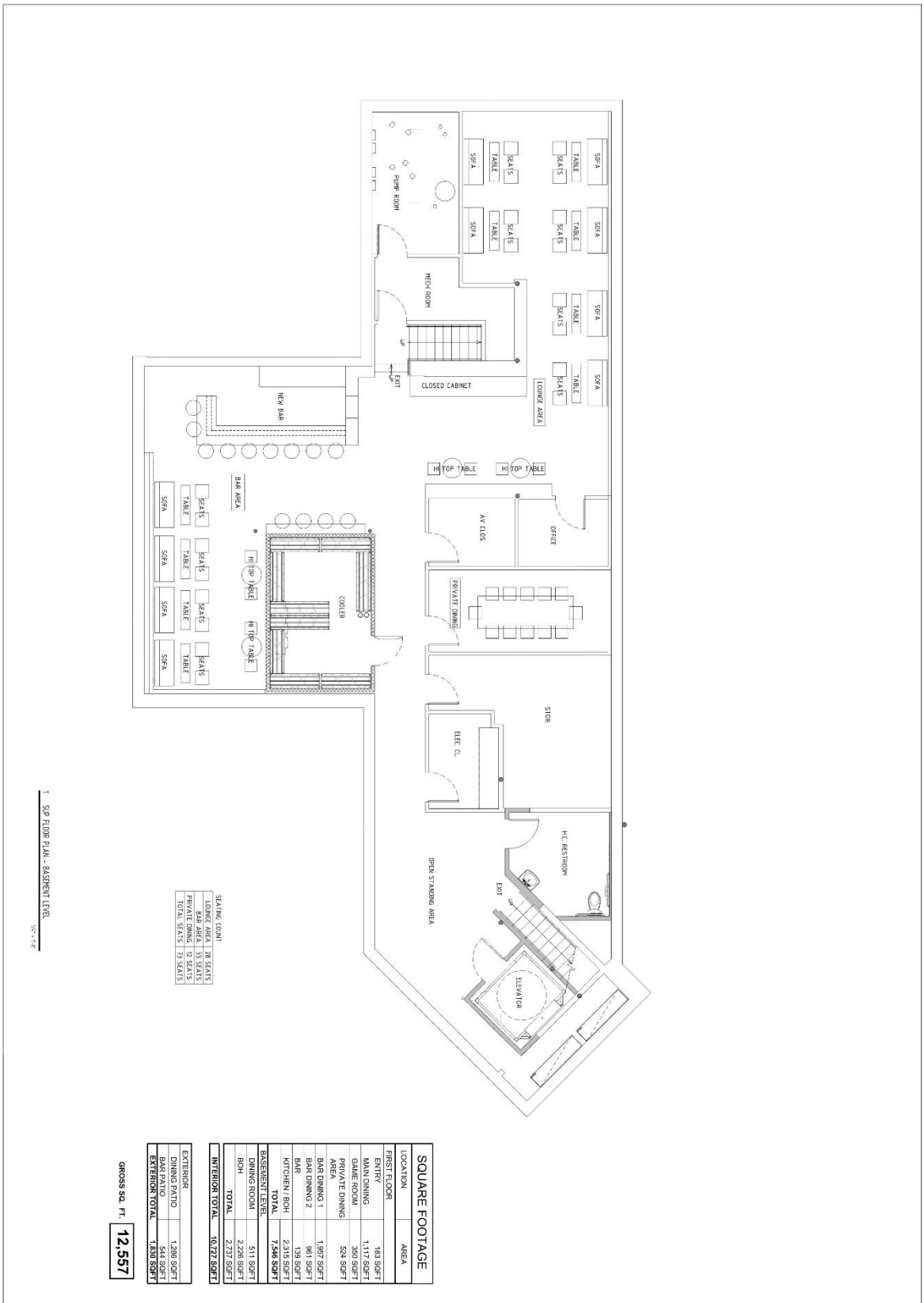
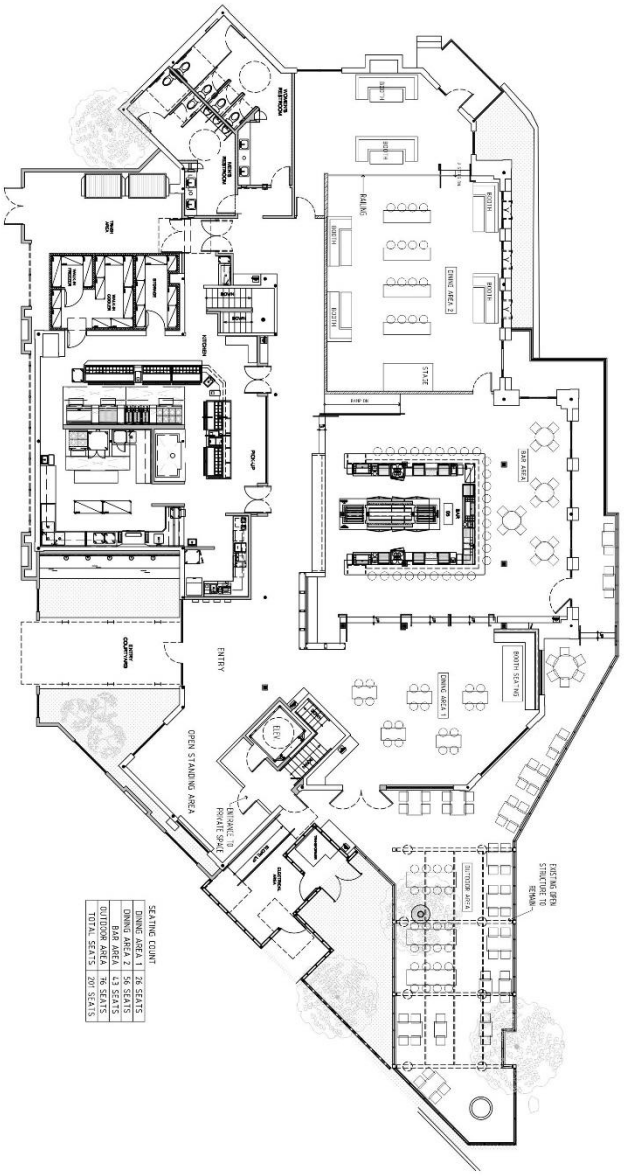

1 SUP FLOOR PLAN - BASEMENT LEVEL
1/4" = 1'-0"
PUMP ROOM
MECH ROOM
CLOSED CABINET
EXIT
LOUNGE AREA
NEW BAR
BAR AREA
HI TOP TABLE
AV CLOS.
OFFICE
PRIVATE DINING
COOLER
STOR.
ELEC. CL.
H.C. RESTROOM
EXIT
OPEN STANDING AREA
ELEVATOR
SOFA
SEATS
TABLE
SEATING COUNT
LOUNGE AREA 28 SEATS
BAR AREA 33 SEATS
PRIVATE DINING 12 SEATS
TOTAL SEATS 73 SEATS
SQUARE FOOTAGE
LOCATION AREA
FIRST FLOOR
ENTRY 183 SQFT
MAIN DINING 1,117 SQFT
GAME ROOM 350 SQFT
PRIVATE DINING AREA 524 SQFT
BAR DINING 1 1,957 SQFT
BAR DINING 2 961 SQFT
BAR 139 SQFT
KITCHEN / BOH 2,315 SQFT
TOTAL 7,546 SQFT
BASEMENT LEVEL
DINING ROOM 511 SQFT
BOH 2,226 SQFT
TOTAL 2,737 SQFT
INTERIOR TOTAL 10,727 SQFT
EXTERIOR
DINING PATIO 1,286 SQFT
BAR PATIO 544 SQFT
EXTERIOR TOTAL 1,830 SQFT
GROSS SQ. FT. 12,557
SHEET A2.1
DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM
TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
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5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS
1841-SUP

EXHIBIT A



1 SUP FLOOR PLAN - GROUND LEVEL

SEATING COUNT	
DINING AREA 1	26 SEATS
DINING AREA 2	54 SEATS
BAR AREA	25 SEATS
OUTDOOR AREA	96 SEATS
TOTAL SEATS	201 SEATS

SQUARE FOOTAGE	
LOCATION	AREA
FIRST FLOOR	
ENTRY	183 SQFT
MAIN DINING	1,117 SQFT
GAME ROOM	350 SQFT
PRIVATE DINING AREA	524 SQFT
BAR DINING 1	1,957 SQFT
BAR DINING 2	961 SQFT
BAR	139 SQFT
KITCHEN / BOH	2,315 SQFT
TOTAL	7,546 SQFT
BASEMENT LEVEL	
DINING ROOM	511 SQFT
BOH	2,226 SQFT
TOTAL	2,737 SQFT
INTERIOR TOTAL	10,727 SQFT

EXTERIOR	
DINING PATIO	1,286 SQFT
BAR PATIO	544 SQFT
EXTERIOR TOTAL	1,830 SQFT

GROSS SQ. FT. 12,557

SHEET A2.2

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

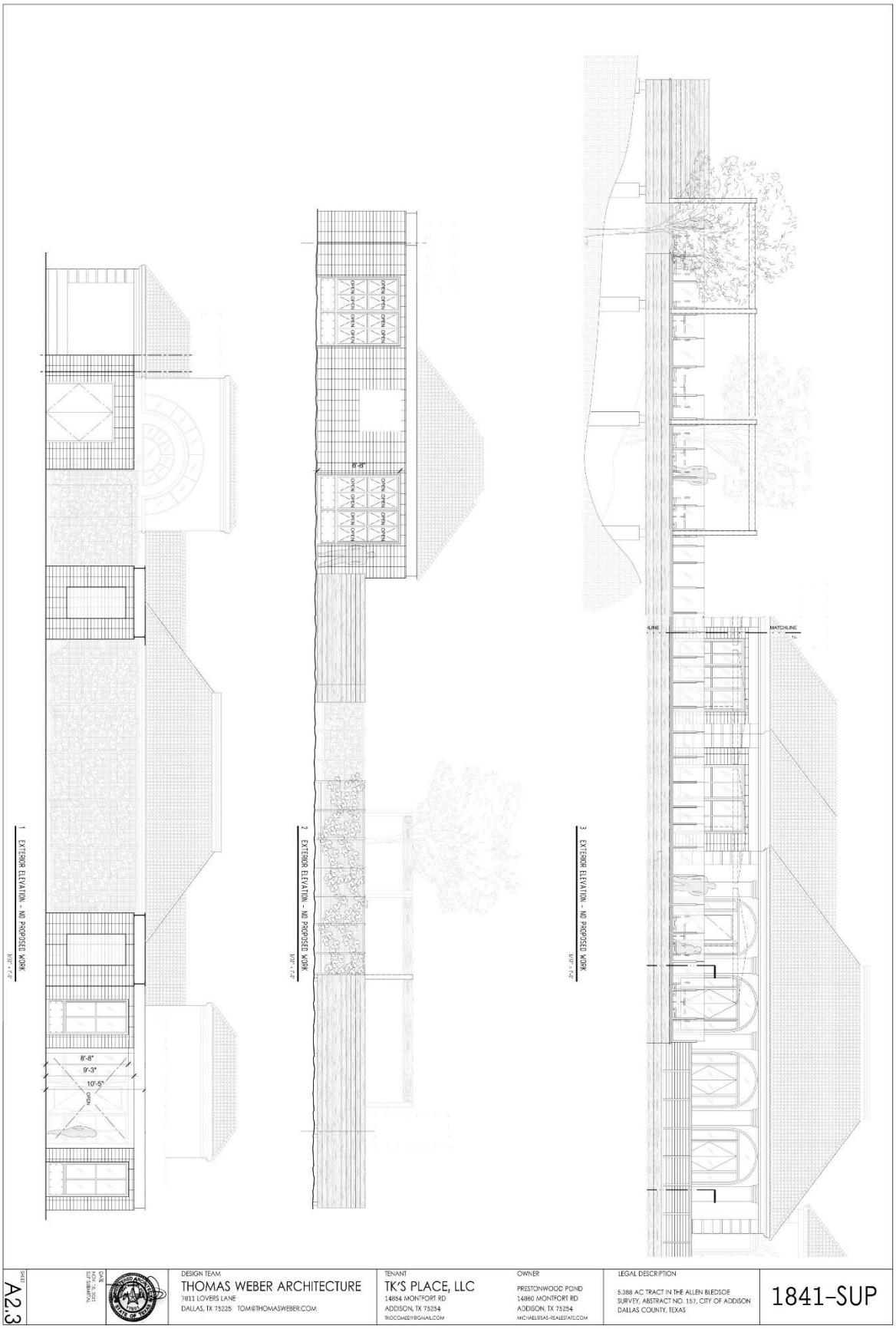
TENANT
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TKOCOMEDY@GMAIL.COM

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5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

1841-SUP

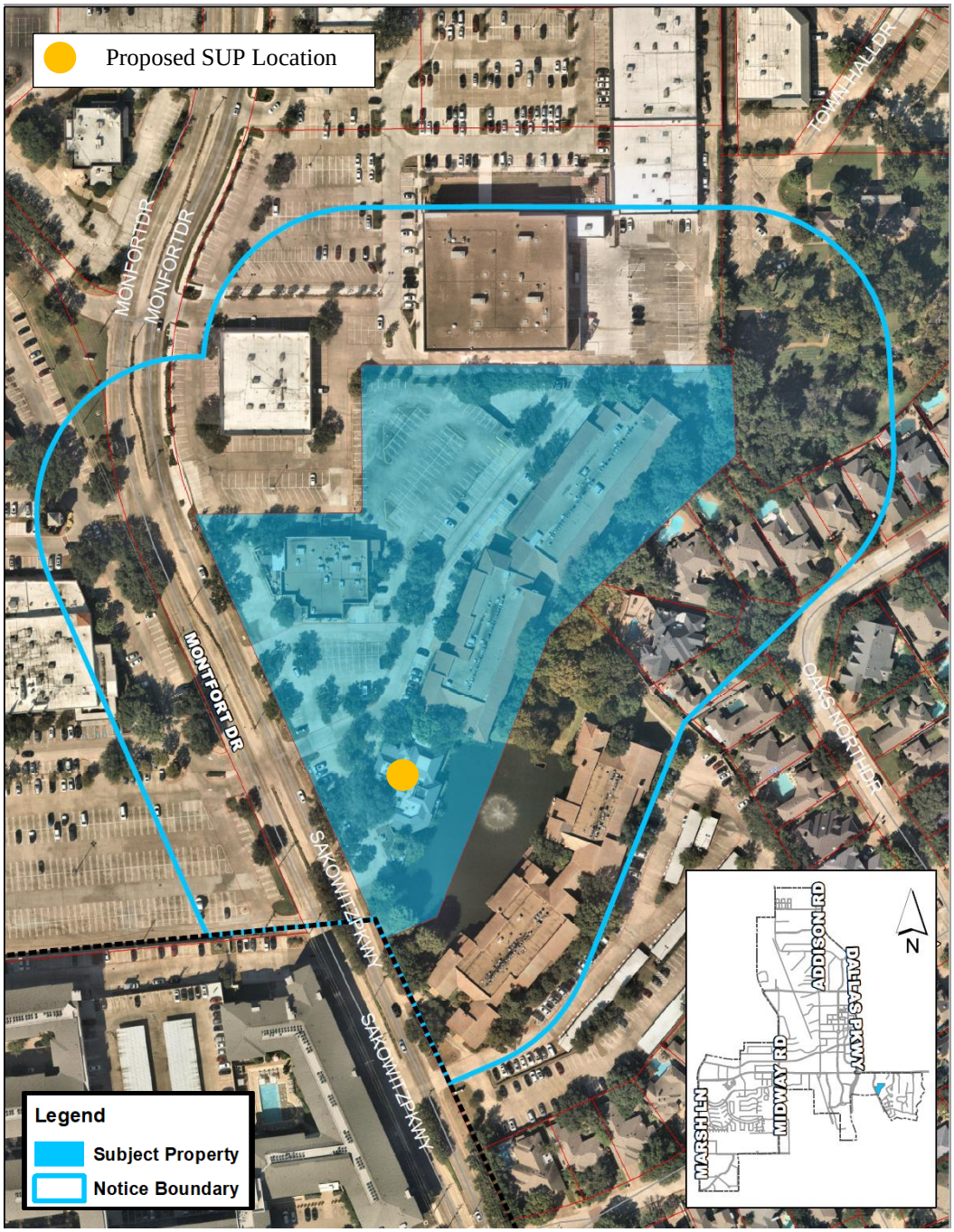
EXHIBIT A


1 EXTERIOR ELEVATION - NO PROPOSED WORK
2 EXTERIOR ELEVATION - NO PROPOSED WORK
3 EXTERIOR ELEVATION - NO PROPOSED WORK
8'-8"
9'-3"
10'-5"
OPEN
MATCHLINE
SHEET A2.3
DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM
TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
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TKOCOMEDY@GMAIL.COM
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LEGAL DESCRIPTION
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1841-SUP

1841-SUP

PUBLIC HEARING Case 1841-SUP/14854 Montfort Drive (TK's Place). Hold a Public Hearing, Present, Discuss, and Consider Action on a Recommendation regarding an Ordinance for Property Located at 14854 Montfort Drive, currently zoned Planned Development (PD) through Ordinance No. 084-076, for a Special Use Permit (SUP) to allow a Restaurant with the Sale of Alcoholic Beverage for On-Premises Consumption.

LOCATION MAP



November 12, 2021

STAFF REPORT

RE:	1841-SUP/14854 Montfort Drive (TK's Place)
LOCATION:	14854 Montfort Drive
REQUEST:	Approval of a Special Use Permit for a restaurant with the sale of alcoholic beverages for on-premises consumption.
APPLICANT:	TK Matteson

DISCUSSION:

Background: This restaurant is proposed for an existing freestanding building located at 14854 Montfort Drive, which is situated on the east side of Montfort Drive approximately 1,200 feet south of Belt Line Road. This property is zoned Planned Development (PD) District and is governed by Ordinance No. 084-076. The subject building is located on the same property with the Prestonwood Pond office building and the Blue Mesa restaurant.

The subject building is a split-level building that was constructed in 1984, when it received its original Special Use Permit (SUP) for a restaurant. The building has housed various restaurant concepts with the most recent being Public School 972, which obtained SUP approval in 2015, via Ordinance No. O15-014. The building underwent major interior and exterior renovation when it was occupied by Public School 972. The building is currently vacant, following the closure of Public School 972 in October.

Proposed Plan: The applicant is requesting approval of an SUP for a restaurant with the sale of alcoholic beverages for on-premises consumption. The proposed use, TK's Place, is a new restaurant concept that combines the owner's passions of food, hospitality, and comedy. The owners, TK and Kara Matteson, produced and performed stand-up comedy shows including performances on *American's Got Talent* and *Comedy Central*. The restaurant will offer a full lunch and dinner menu delivered with a comedic flair.

The proposed floor plan shows use of 12,557 square feet, inclusive of an 1,830 square foot outdoor patio area. The restaurant will primarily utilize the first floor, which accommodates seating for 125 patrons, inclusive of the patio and the bar area at the center of the restaurant. The remainder of the first floor will consist of a service counter, prep area, and cooler storage. The basement level will used for an additional dining area that will be used for private dining events and storage. A new bar will also be constructed, accommodating seating for 73 patrons on the basement level.

The seating arrangement on the first level is proposed as "loose seating" to allow flexibility to accommodate a typical restaurant floor plan and periodic standup comedy event on weekends

and evenings. To ensure that this business meets the intent of the requested restaurant use, staff recommends limiting comedy events to no more than 3 days per week and restricting those activities to indoor areas.

Parking: This property is zoned PD, which requires a parking ratio of 1 space per 100 square feet for freestanding restaurants in mixed use developments where parking is shared amongst adjacent uses. The building shares parking with the office building and the Blue Mesa restaurant, as required by the PD. There are a total of 460 parking spaces within the property, including parking in the underground parking structure and under the office building.

TK's Place will require 126 parking spaces. With the required parking for Blue Mesa and the office building, the total required parking for the site is 461 spaces. With the SUP review for Public School 972, the Town determined that the additional parking space would not be required based on reduced occupancy in the office buildings and the complementary tenant mix on the property. Staff believes it would be equitable to extend this same consideration to this applicant.

Exterior Facades: Except for new building signage, the applicant will not make any changes to the existing façade.

Landscaping and Streetscape: The landscape ordinance requires properties to comply with the current landscape standards when a request for zoning action is requested. Staff has reviewed the landscaping within the general vicinity of the subject building and the landscaping is in general compliance with the landscape ordinance. Given that this single tenant comprises a portion of a much larger site, it would not be practical to require this tenant to bring the entire site into compliance. The property owner has committed to replacing all dead or damaged landscaping and establishing ground cover on the existing berm along Montfort Drive.

The segment of Montfort Drive that this building fronts on, does not currently have a sidewalk. Since this project is not adding floor area, it is not creating additional demand for Town infrastructure. As such, installation of this sidewalk should be deferred until this property redevelops, or when the Town proceeds with the reconstruction of Montfort Drive, whichever occurs first.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

The building has a long history or restaurant tenants and TK's place will provide a unique, comedy-driven restaurant concept to the Addison dining experience.

Staff recommends approval of the request, subject to the following condition:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signs.

- The applicant shall limit comedy events to indoor areas and to a frequency of occurrence of no more than three days per week.

- Existing SUP Ordinance No. O15-014 is repealed upon issuance of a Certificate of Occupancy for the proposed use.

Case 1841-SUP/TK's Place

December 7, 2021

COMMISSION FINDINGS:

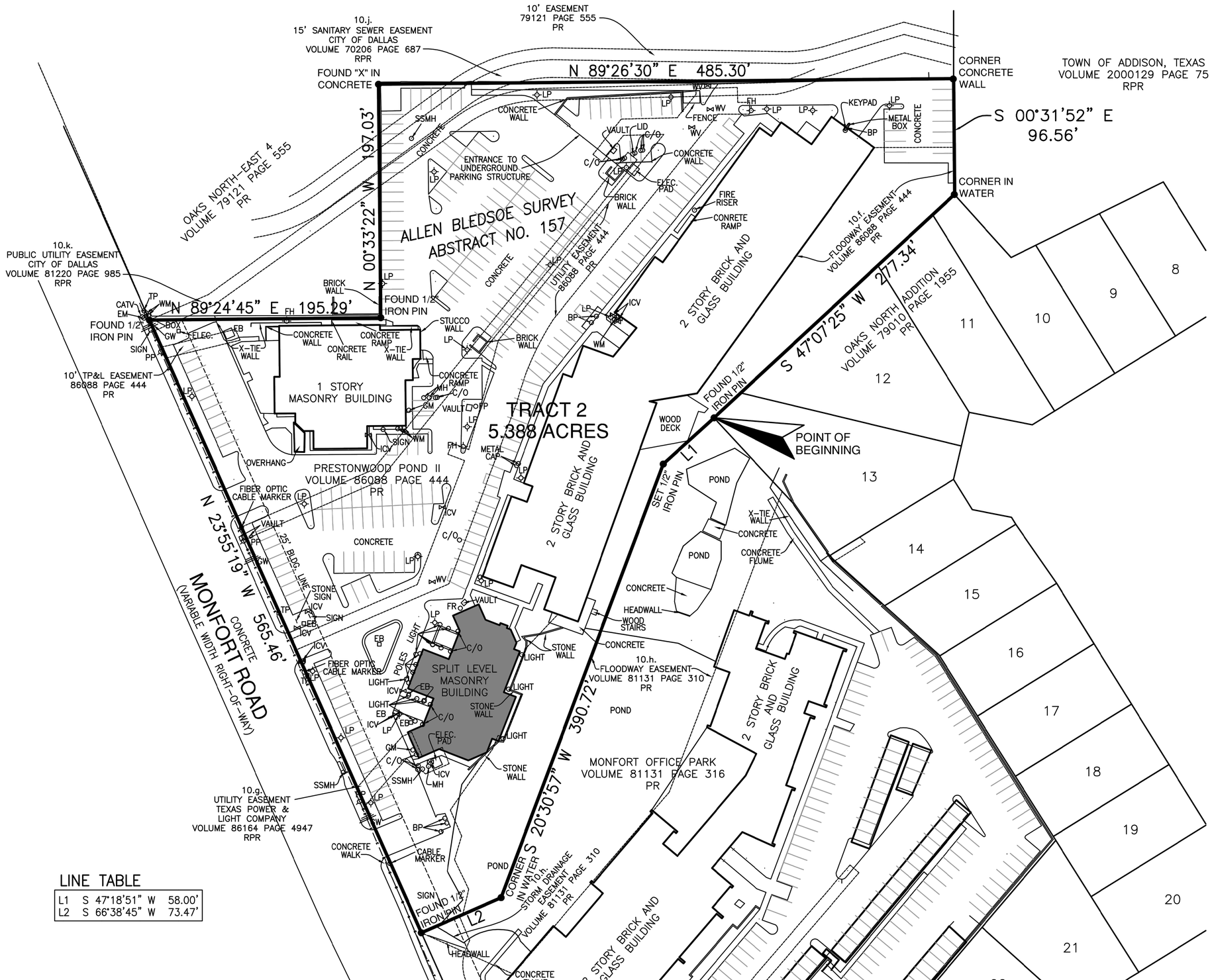
The Addison Planning and Zoning Commission, meeting in special session on December 7, 2021, voted to recommend approval of an Ordinance changing the zoning on property located at 14854 Montfort Road, currently zoned Planned Development (PD) through Ordinance O84-076, by approving a Special Use Permit for a restaurant with the sale of alcoholic beverages for on premises consumption only, subject to the following conditions:

- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage
- SUP Ordinance (O15-014) is repealed upon issuance of a Certificate of Occupancy for the proposed use

Voting Aye: Catalani, Craig, DeFrancisco, Fansler, Meleky, Resnik, Souers
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none



LINE TABLE

L1	S 47°18'51" W	58.00'
L2	S 66°38'45" W	73.47'

1 SUP OVERALL SITE PLAN

1" = 40'-0"

PARKING ANALYSIS

Use	Area	Parking Ratio	Parking Required
Entry /Dining 1&2 / Private Dining Area	6,706	1:100	67.06
Kitchen / B.O.H. / Coolers	989	1:100	9.89
Basement B.O.H	2,521	1:100	25.21
Basement Dining	511	1:100	5.11
Exterior Dining Patio	1,830	1:100	18.3
Total SQ. FT.	12,557	Total Req. Parking	126

Existing Parking Assignment		
Use:	Area	Parking Required
Office Building:	65,430	218
Blue Mesa Restaurant:	11,505	116
PS 972 Restaurant:	12,557	126
Total Required		461
Total Provided on Site		460

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

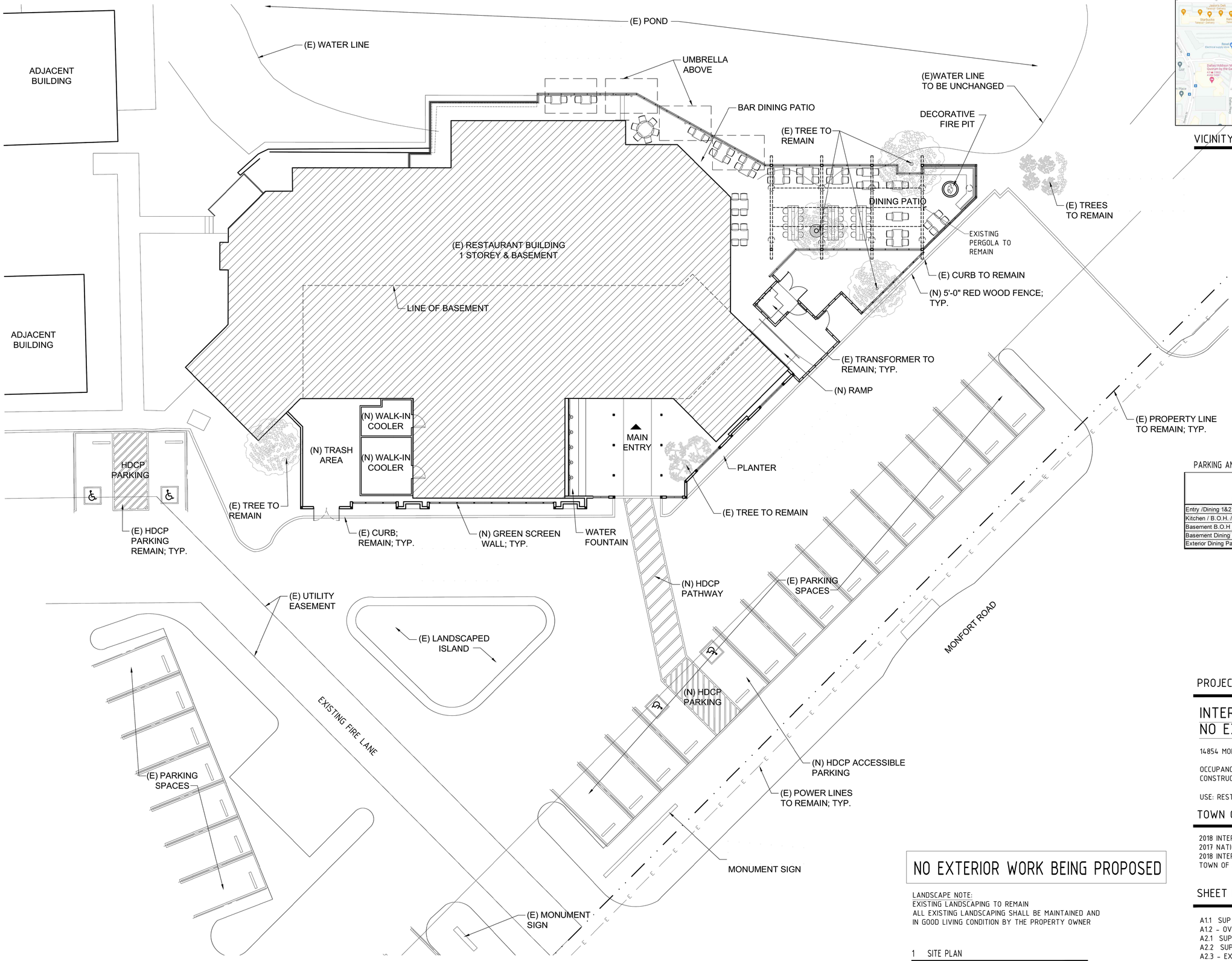
OWNER
PRESTONWOOD POND
14860 MONTFORT RD
ADDISON, TX 75254
MICHAEL@SAS-REALESTATE.COM

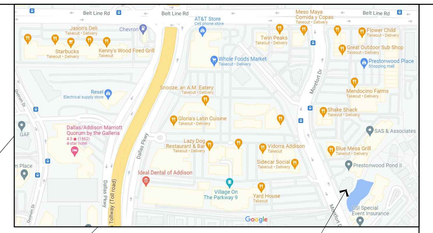
TENANT
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ADDISON, TX 75254
TKCOMEDY@GMAIL.COM

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
A1.2





PARKING ANALYSIS

Use	Area	Parking Ratio	Parking Required
Entry /Dining 1&2 / Private Dining Area	6,706	1:100	67.06
Kitchen / B.O.H. / Coolers	989	1:100	9.89
Basement B.O.H	2,521	1:100	25.21
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PS 972 Restaurant	12,557	126
Total Required		461
Total Provided on Site		460

PROJECT INFORMATION

INTERIOR FINISH OUT - NO EXTERIOR WORK

14854 MONTFORT ROAD

OCCUPANCY GROUP: A1
CONSTRUCTION TYPE VB

USE: RESTAURANT (EXISTING USE TO REMAIN)

TOWN OF ADDISON APPLICABLE CODES

2018 INTERNATIONAL BUILDING CODE WITH TOWN AMENDMENTS
2017 NATIONAL ELECTRIC CODE WITH TOWN AMENDMENTS
2018 INTERNATIONAL ENERGY CODE
TOWN OF ADDISON CODE OF ORDINANCE

SHEET INDEX

A1.1 SUP SITE PLAN, PROJECT INFO
A1.2 - OVERALL SITE PLAN
A2.1 SUP BASEMENT PLAN
A2.2 SUP GROUND FLOOR PLAN
A2.3 - EXTERIOR ELEVATIONS

NO EXTERIOR WORK BEING PROPOSED

LANDSCAPE NOTE:
EXISTING LANDSCAPING TO REMAIN
ALL EXISTING LANDSCAPING SHALL BE MAINTAINED AND IN GOOD LIVING CONDITION BY THE PROPERTY OWNER

1 SITE PLAN

1" = 10'-0"

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

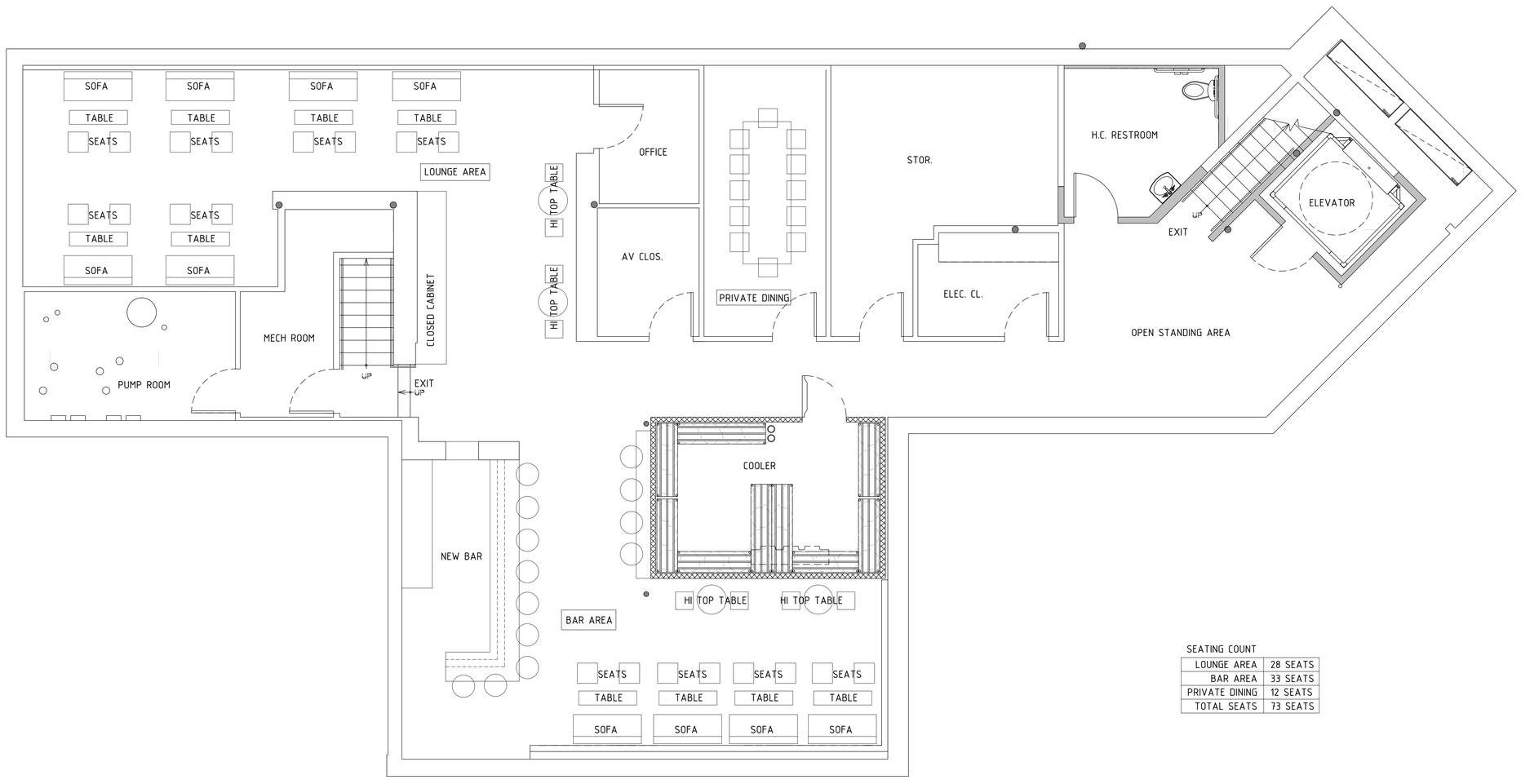
OWNER
PRESTONWOOD POND
14860 MONTFORT RD
ADDISON, TX 75254
MICHAEL@SAS-REALESTATE.COM

TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKCOONEDY@GMAIL.COM

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
A1.1



1 SUP FLOOR PLAN - BASEMENT LEVEL

1/4" = 1'-0"

SEATING COUNT

LOUNGE AREA	28 SEATS
BAR AREA	33 SEATS
PRIVATE DINING	12 SEATS
TOTAL SEATS	73 SEATS

SQUARE FOOTAGE

LOCATION	AREA
FIRST FLOOR	
ENTRY	183 SQFT
MAIN DINING	1,117 SQFT
GAME ROOM	350 SQFT
PRIVATE DINING AREA	524 SQFT
BAR DINING 1	1,957 SQFT
BAR DINING 2	961 SQFT
BAR	139 SQFT
KITCHEN / BOH	2,315 SQFT
TOTAL	**7,546 SQFT**
BASEMENT LEVEL	
DINING ROOM	511 SQFT
BOH	2,226 SQFT
TOTAL	**2,737 SQFT**
INTERIOR TOTAL	**10,727 SQFT**

EXTERIOR	
DINING PATIO	1,286 SQFT
BAR PATIO	544 SQFT
EXTERIOR TOTAL	**1,830 SQFT**

GROSS SQ. FT. **12,557**

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

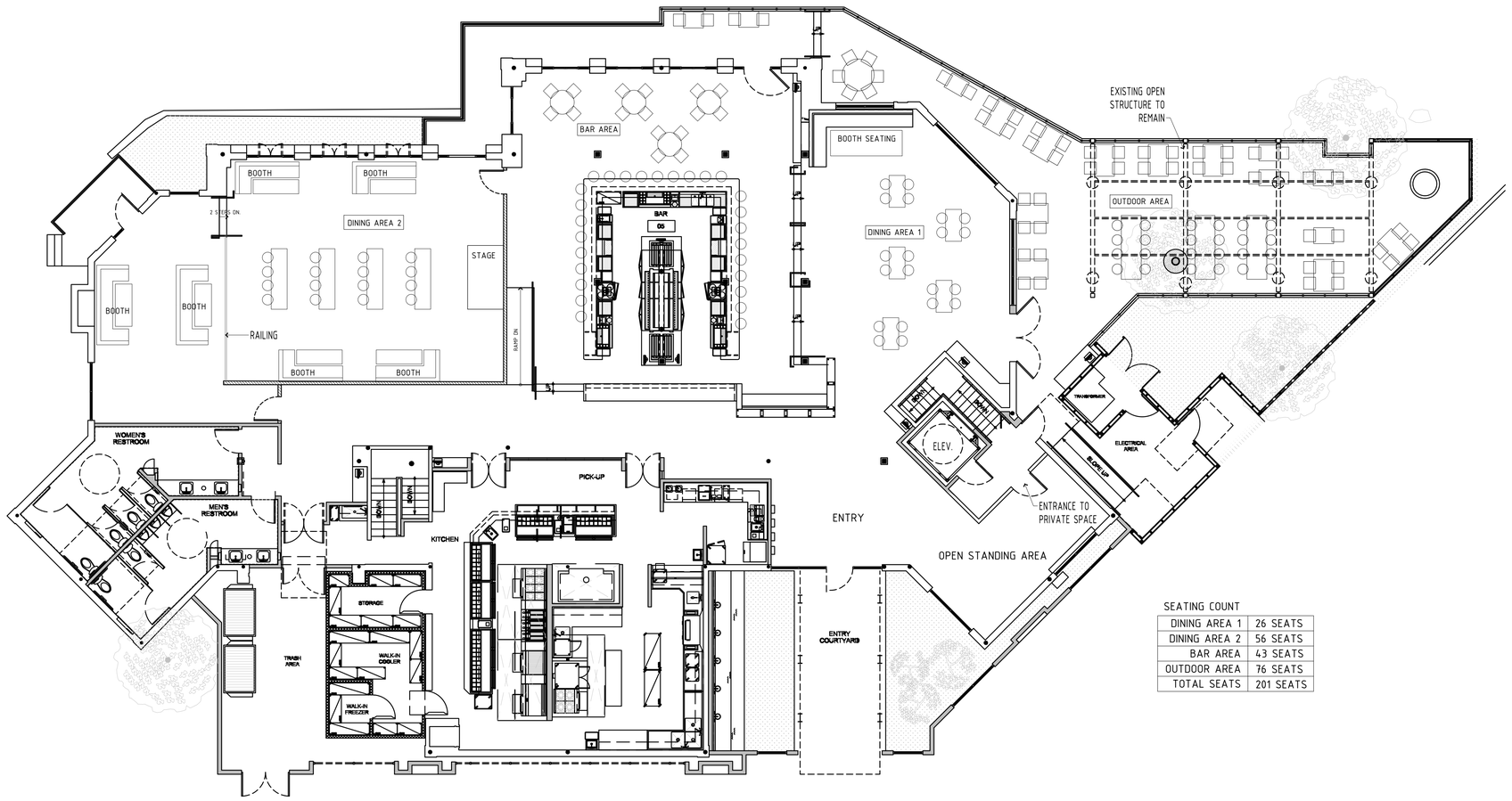
OWNER
PRESTONWOOD POND
14860 MONTFORT RD
ADDISON, TX 75254
MICHAEL@SAS-REALESTATE.COM

TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKCCOMEDY@GMAIL.COM

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
A2.1



1 SUP FLOOR PLAN - GROUND LEVEL

1/8" = 1'-0"

SEATING COUNT	
DINING AREA 1	26 SEATS
DINING AREA 2	56 SEATS
BAR AREA	43 SEATS
OUTDOOR AREA	76 SEATS
TOTAL SEATS	201 SEATS

SQUARE FOOTAGE	
LOCATION	AREA
FIRST FLOOR	
ENTRY	183 SQFT
MAIN DINING	1,117 SQFT
GAME ROOM	350 SQFT
PRIVATE DINING AREA	524 SQFT
BAR DINING 1	1,957 SQFT
BAR DINING 2	961 SQFT
BAR	139 SQFT
KITCHEN / BOH	2,315 SQFT
TOTAL	**7,546 SQFT**
BASEMENT LEVEL	
DINING ROOM	511 SQFT
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TOTAL	2,737 SQFT
INTERIOR TOTAL	**10,727 SQFT**

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DINING PATIO	1,286 SQFT
BAR PATIO	544 SQFT
EXTERIOR TOTAL	**1,830 SQFT**

GROSS SQ. FT. **12,557**

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

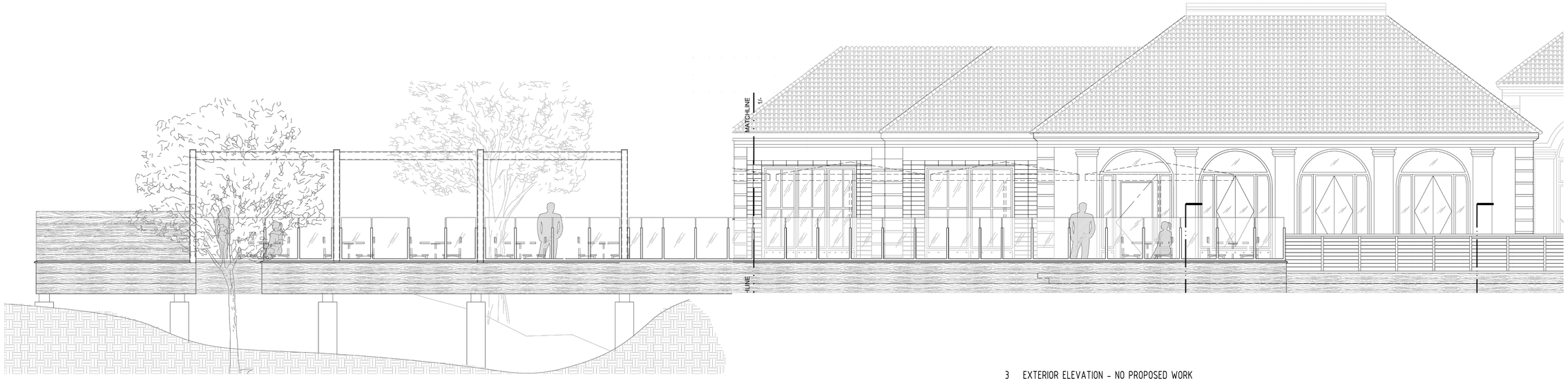
OWNER
PRESTONWOOD POND
14860 MONTFORT RD
ADDISON, TX 75254
MICHAEL@SAS-REALESTATE.COM

TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKCOMEDY@GMAIL.COM

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225
TOM@THOMASWEBER.COM

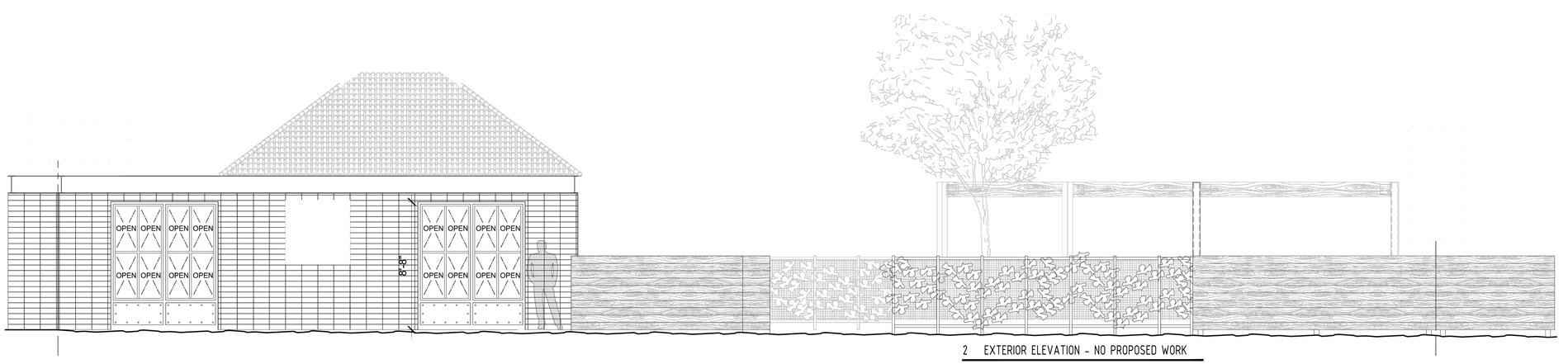
DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
A2.2



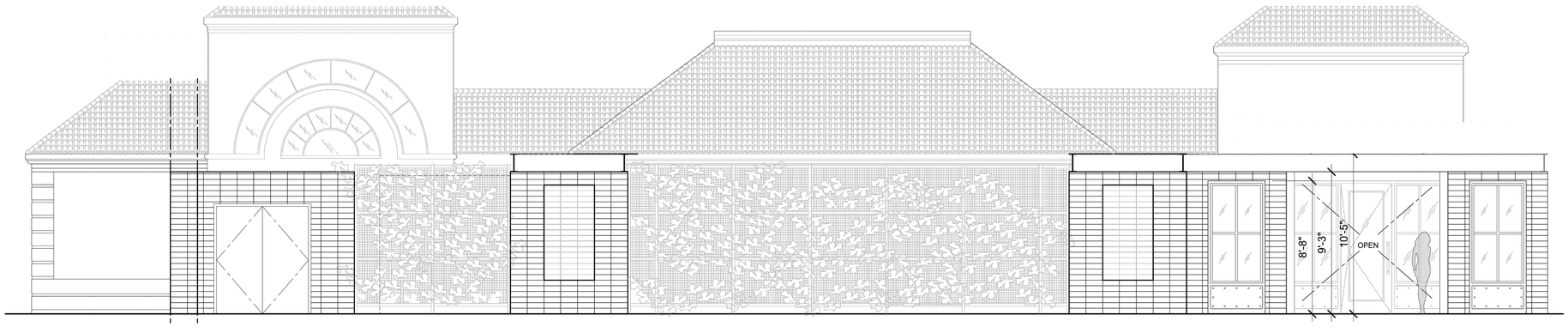
3 EXTERIOR ELEVATION - NO PROPOSED WORK

3/32" = 1'-0"



2 EXTERIOR ELEVATION - NO PROPOSED WORK

3/32" = 1'-0"



1 EXTERIOR ELEVATION - NO PROPOSED WORK

3/32" = 1'-0"

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE
SURVEY, ABSTRACT NO. 157, CITY OF ADDISON
DALLAS COUNTY, TEXAS

OWNER
PRESTONWOOD POND
14860 MONTFORT RD
ADDISON, TX 75254
MICHAEL@SAS-REALESTATE.COM

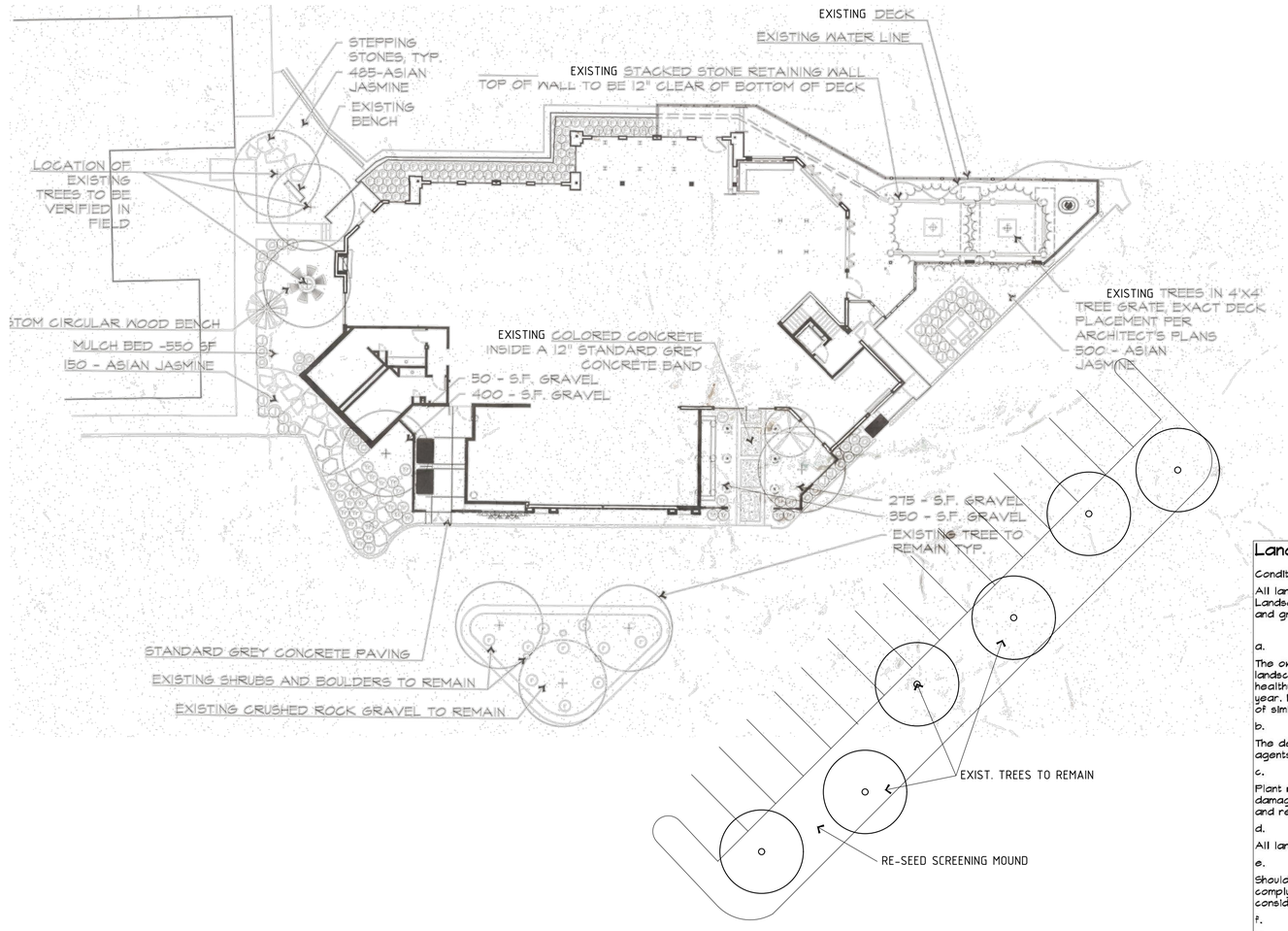
TENANT
TK'S PLACE, LLC
14854 MONTFORT RD
ADDISON, TX 75254
TKCCOMEDY@GMAIL.COM

DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

REGISTERED ARCHITECT THOMAS WEBER 7760 STATE OF TEXAS

DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
A2.3



Landscape Maintenance Notes

Condition of Landscape Areas:

All landscaped areas shall be maintained in a clean, sanitary condition. Landscaped areas shall be trimmed, free of weeds, with trees, groundcover and grass in a healthy, living and growing condition at all times.

a.

The owner of the property shall be responsible for maintaining the landscaping required by this section. Plant material shall be maintained in a healthy and growing condition that is appropriate for the season of the year. Plant materials, which die, shall be replaced with healthy plant material of similar variety and meeting the size requirements contained herein.

b.

The developer, his/her successor and/or subsequent owners and their agents shall be responsible for the continued maintenance of landscaping.

c.

Plant materials, which exhibit evidence of insects, pests, disease, and/or damage shall be appropriately treated, and dead plants properly removed and replaced within the next planting season.

d.

All landscaping shall be subject to periodic inspection.

e.

Should landscaping not be installed, maintained and replaced as needed to comply with the approved plan, the owner and his/her agent shall be considered in violation of the terms of the building permit and this section.

f.

No open burning of brush, timber and/or vegetation, except as permitted by the Tyler Fire Department, shall be allowed.

1 SUP LANDSCAPE PLAN

1/16" - 1'-0"

1841-SUP

LEGAL DESCRIPTION
5.388 AC TRACT IN THE ALLEN BLEDSOE SURVEY, ABSTRACT NO. 157, CITY OF ADDISON DALLAS COUNTY, TEXAS

OWNER
PRESTONWOOD POND
14860 MONTFORT RD
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MICHAEL@SAS-REALESTATE.COM

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DESIGN TEAM
THOMAS WEBER ARCHITECTURE
7811 LOVERS LANE
DALLAS, TX 75225 TOM@THOMASWEBER.COM

DATE
NOV. 10, 2021
SUP SUBMITTAL

SHEET
L1.0

Council Meeting **16.**

Meeting Date: 12/14/2021

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Galaxy FBO, Located at 15601 Addison Road, in Order to Exceed the Total Effective Area and the Maximum Allowable Logo Height for an Attached Sign**. Case MR2021-007/Galaxy FBO.

BACKGROUND:

Galaxy FBO is a private corporate and general aviation facility currently under construction on Addison Airport property at the southwest corner of Addison Road and George Haddaway Drive. During the review of the sign permit application for this new facility, staff determined that a proposed attached wall sign facing towards Addison Road did not comply with the Town's sign code due to the logo height and effective area of the attached sign.

The Town's sign ordinance limits the attached wall sign letter/logo height to 24 inches, with up to 50 percent of the letters and logos not to exceed 25 percent of the maximum (30 inches). This sign includes a logo and 9 letters, with only three letters being greater than 24 inches and less than 30 inches in height. The Galaxy FBO logo exceeds the 30 inch maximum logo height.

Additionally, the Town's sign ordinance limits the effective sign area for a building. The effective area is defined by the overall height and width of the entire sign. Due to the logo placement above the sign lettering, the overall height of the sign is 6.8 feet, and the sign width is 15 feet, resulting in an effective area of 102.11 square feet.

After consideration of compliance with the Town's sign code, Galaxy FBO elected to pursue a Meritorious Exception to the sign code. Galaxy FBO is requesting specific exceptions to the following:

- Exceeding the maximum 30-inch logo height by 16 inches.
- Exceeding the 100 square feet maximum effective sign area by 2.11 square feet. The Town's sign ordinance defines effective area as the area enclosed by drawing a rectangle of horizontal and vertical lines which fully contain all extremities of the sign drawn to scale.

The applicant is pursuing a Meritorious Exception to the sign ordinance in accordance with code provisions stated below:

Town of Addison Code of Ordinances, Chapter 62 (Signs)

Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Staff believes that the hardship criteria of the Meritorious Exception requirements is met due to the size and orientation of the building and the design of the Galaxy FBO brand.

This facility consists of three airplane hangars and an FBO building which occupy almost 800 feet of frontage along Addison Road. At the proposed wall sign location, the sign is setback a distance of 140 feet from Addison Road. Signage is vital for large facilities such as this to direct guests to the appropriate public entrance of the building. In this case, the only attached business identification sign at the Addison Road frontage is at the primary entry of the facility and is proportionate in scale to the building elevation. While the logo may be relocated to satisfy the maximum sign area, the height of the sign logo would have to be significantly reduced, limiting the effectiveness and aesthetic appeal of the sign.

RECOMMENDATION:

Administration recommends approval.

Attachments

MR2021-007-Presentation

MR2021-007-Ordinance

MR2021-007-Plans

Galaxy FBO
Meritorious Exception
(MR2021-007)

Case MR2021-007 Galaxy FBO

LOCATION:

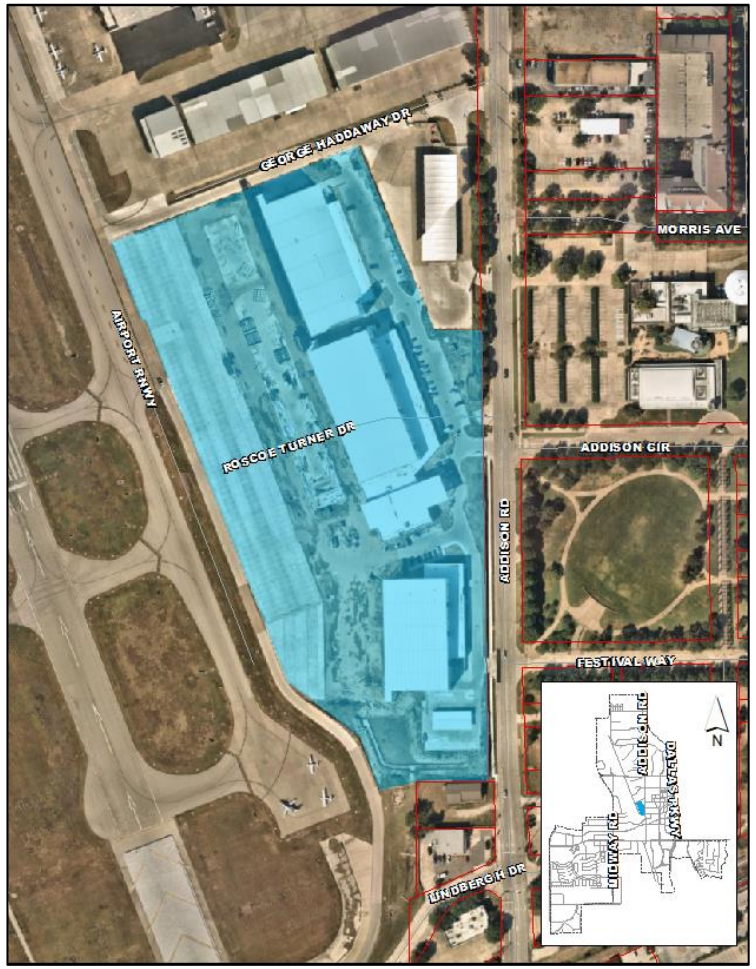
15601 Addison Road

REQUEST:

Approval of a Meritorious Exception for an attached sign for Galaxy FBO.

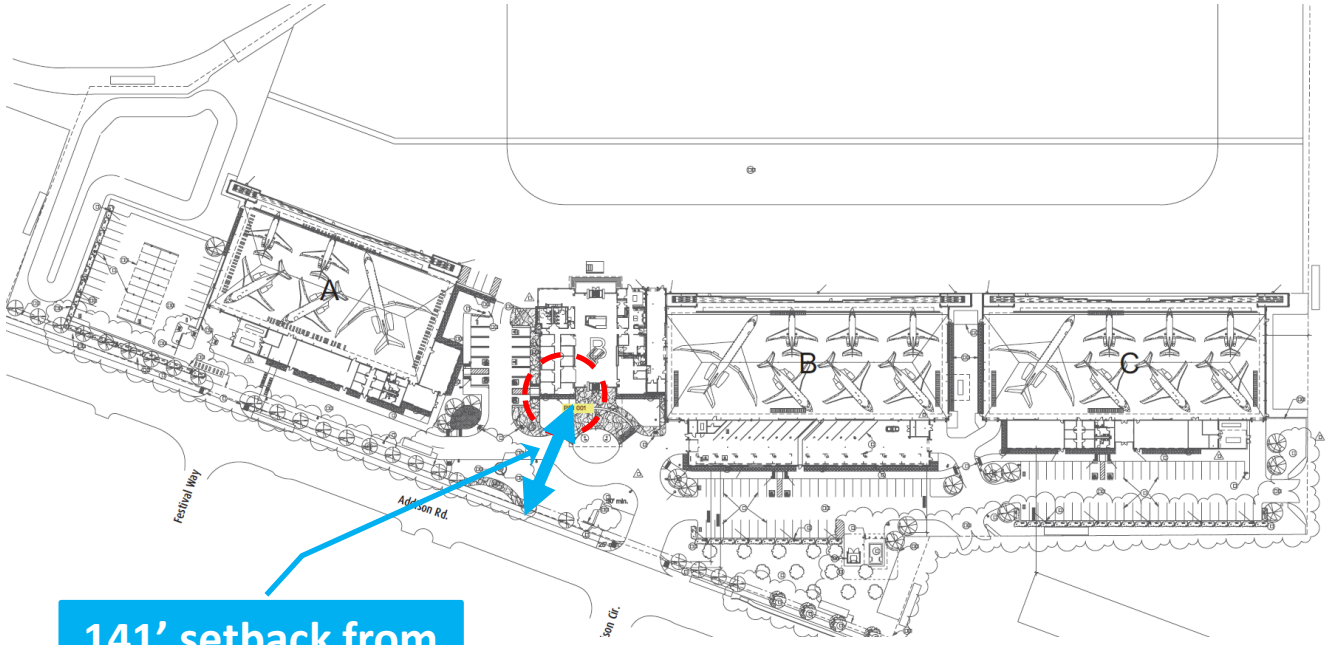
ACTION REQUIRED:

Discuss and consider action on the appropriateness of the proposed sign code meritorious exception request.

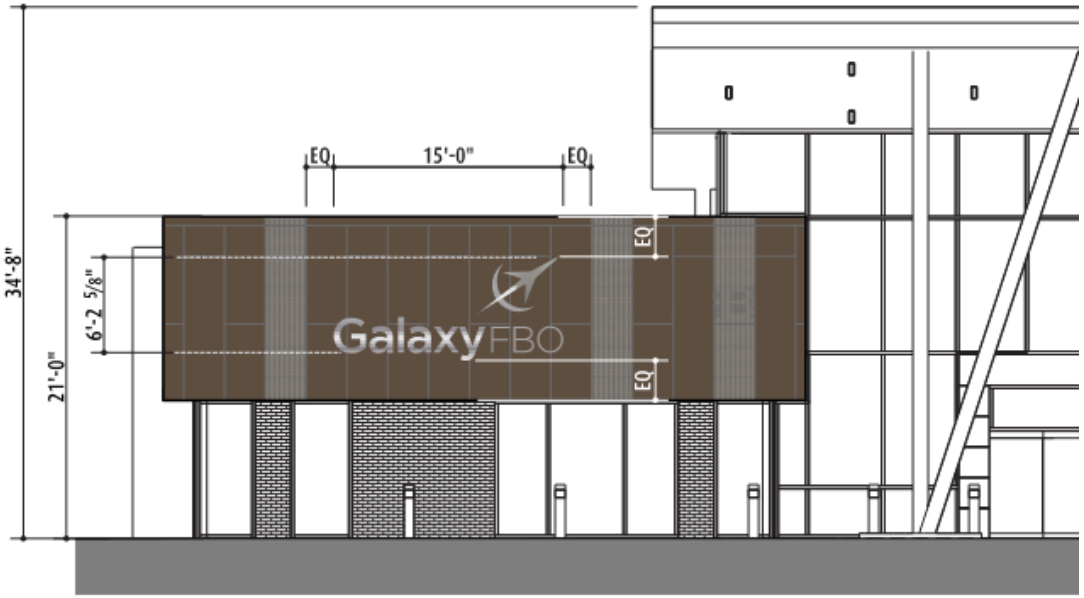


Case MR2021-007 Galaxy FBO

Attached Sign Location



141’ setback from Addison Road



Case MR2021-007 Galaxy FBO

SIGN CODE COMPLIANCE ISSUES:

- **Maximum Logo Height**
  - Galaxy FBO Logo - Maximum permitted letter/logo height is **30 inches**

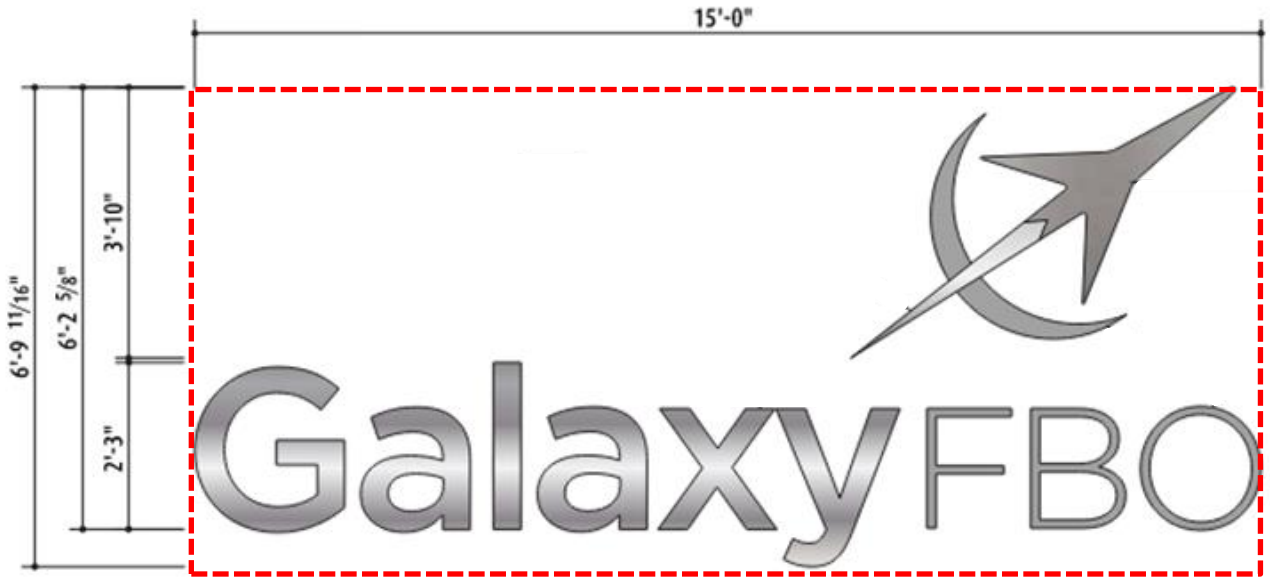
- **Sign Effective Area**
  - Maximum permitted sign effective area is **100 square feet**



Case MR2021-007 Galaxy FBO

Sign Effective Area

Exceeds maximum by 2.11 square feet



102.11 SF

Case MR2021-007 Galaxy FBO

Letter / Logo Height

Exceeds 30-inch max height for logos by 16 inches



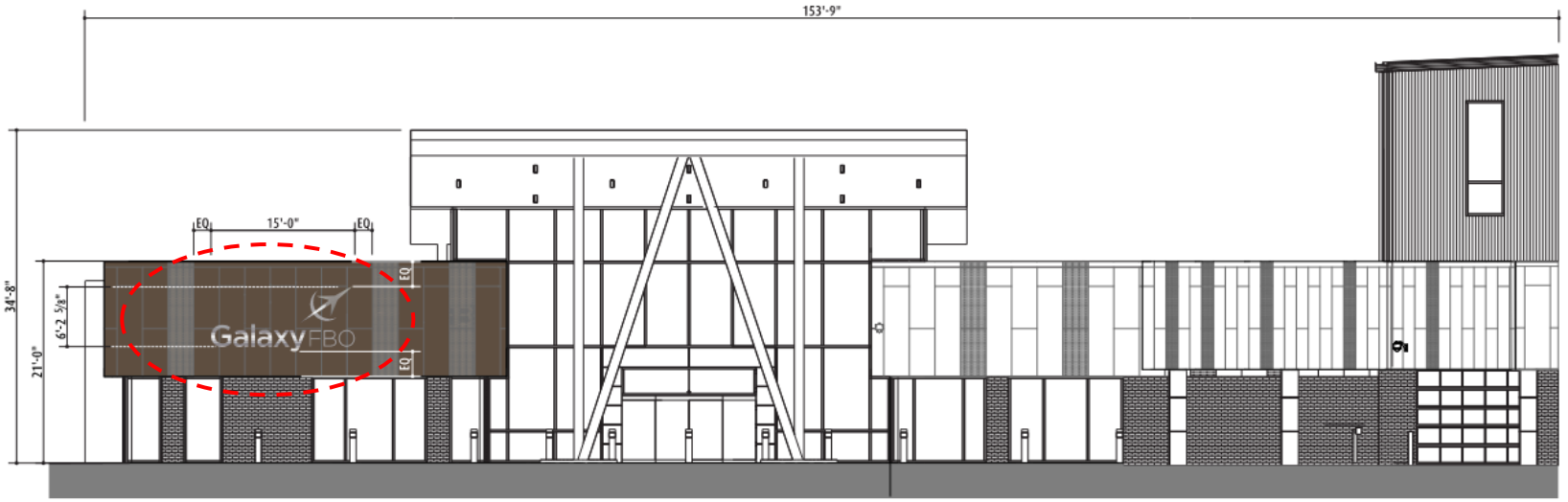
Case MR2021-007 Galaxy FBO





Only <u>one attached sign</u> visible from the public street

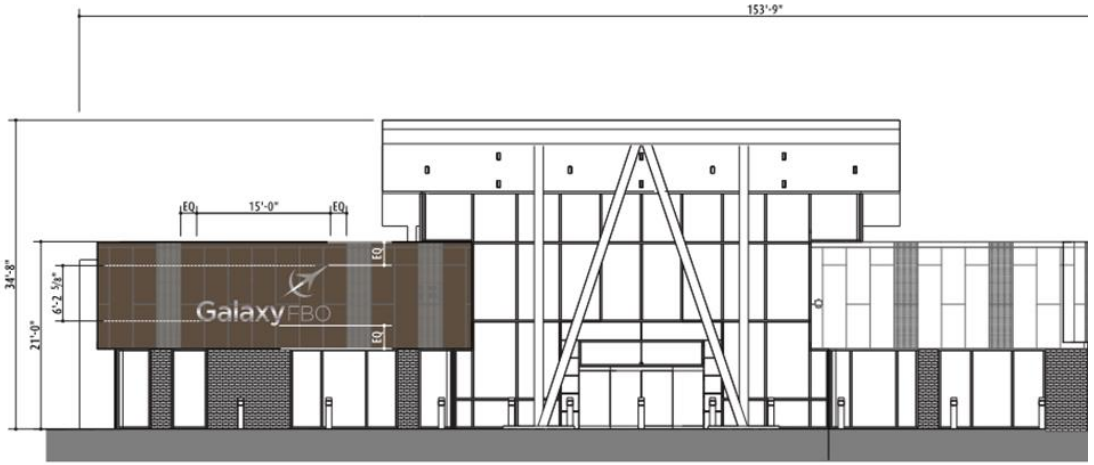
Sign area and logo are <u>proportionate in scale</u> with building elevation and facility



Case MR2021-007 Galaxy FBO

MERITORIOUS EXCEPTION CRITERIA:

The council may consider appeals on the **basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship** or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.



Proposal meets hardship criteria

- Strict application of the sign code would result in a much smaller logo and a sign that would be disproportionate to the size of the façade and facility.

Case MR2021-007 Galaxy FBO

RECOMMENDATION:

Staff recommends **approval of the request.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR GALAXY FBO, LOCATED AT 15601 ADDISON ROAD, TO EXCEED THE TOTAL EFFECTIVE AREA AND THE MAXIMUM ALLOWABLE LOGO HEIGHT FOR AN ATTACHED SIGN; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, applicant Galaxy FBO, located at 15601 Addison Road (the "Property"), has requested a meritorious exception to the existing total effective area and maximum allowable logo height regulations in conformance with Chapter 62; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted to the applicant permitting signage to be erected on the Property as depicted in **Exhibit A**, which exceeds the total effective area and the maximum allowable logo height for attached signs under Chapter 62. Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred Dollars ($500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 4. 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 ***DECEMBER 2021*****.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

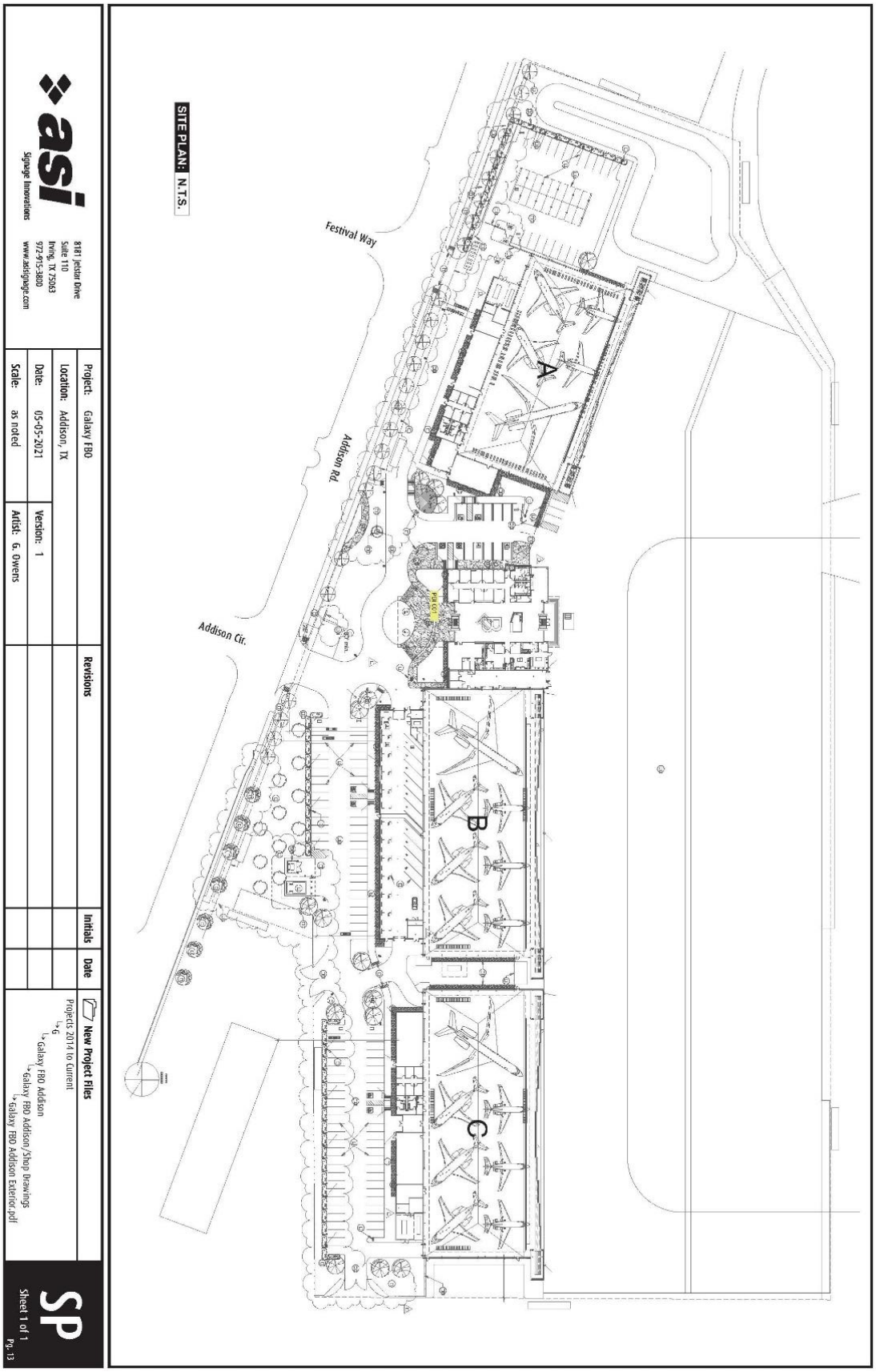
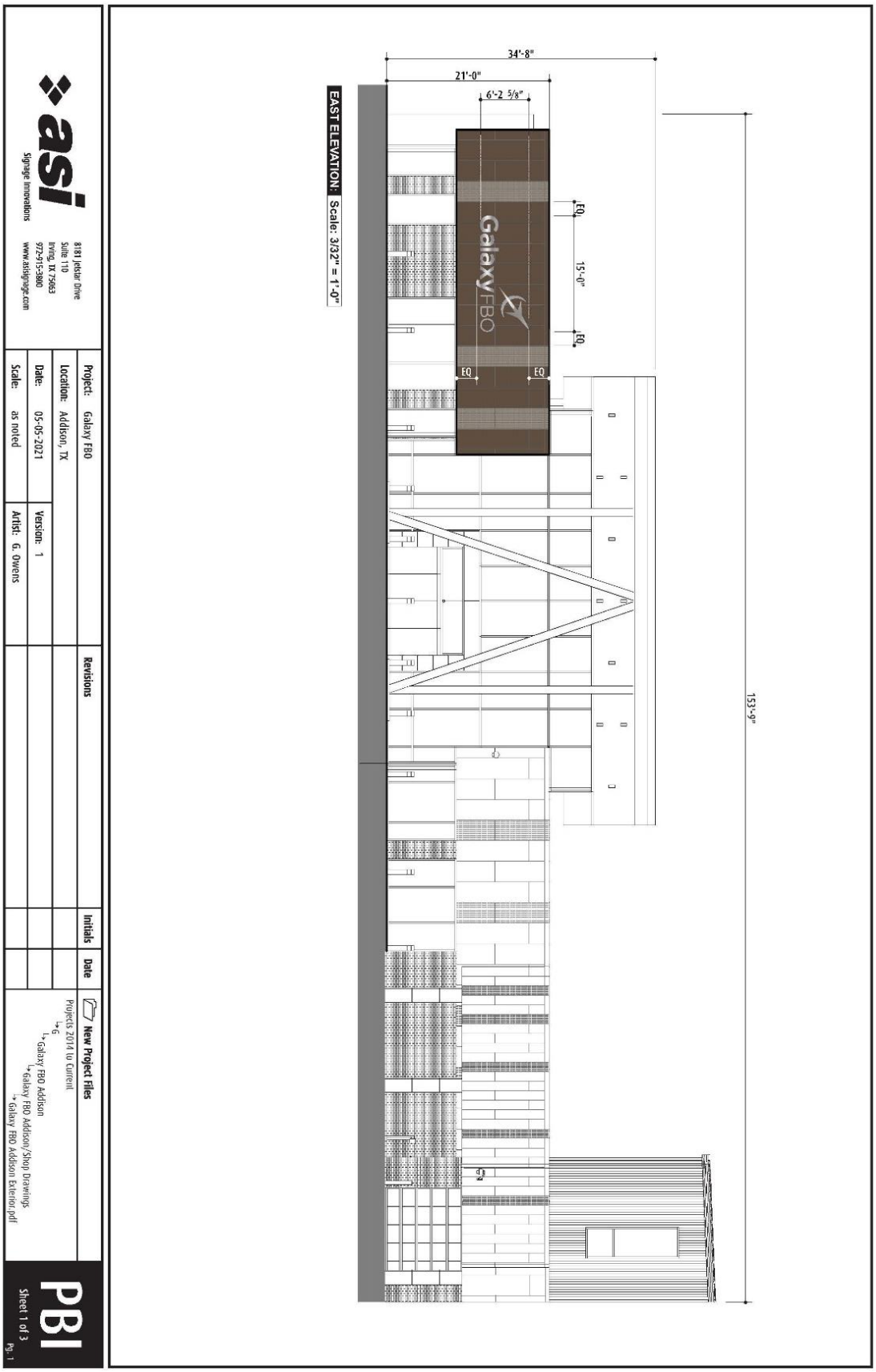
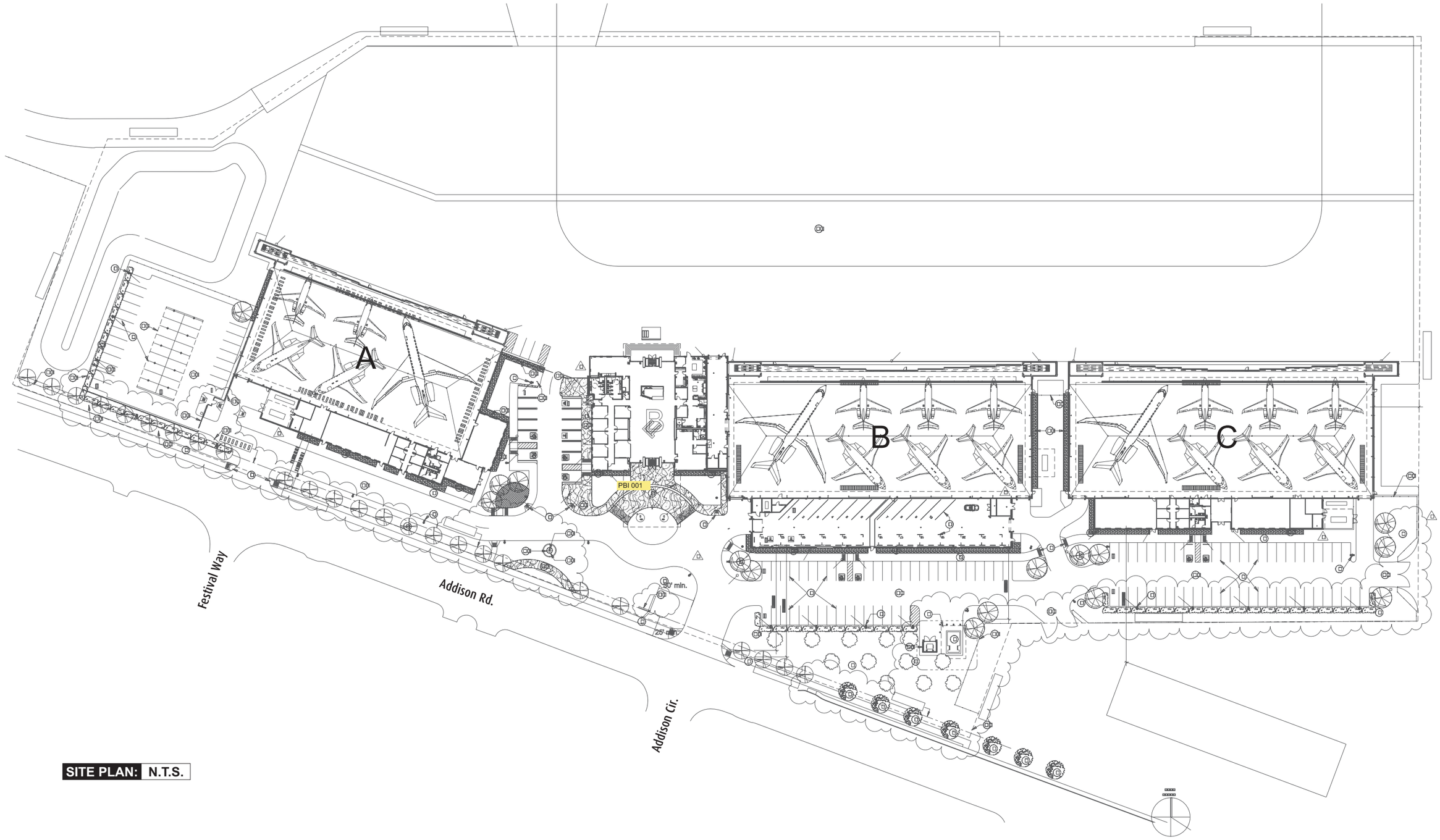

SITE PLAN: N.T.S.
Festival Way
Addison Rd.
Addison Cir.
A
B
C
asi
Signage Innovations
8181 Jetstar Drive
Suite 110
Irving, TX 75063
972-915-3800
www.asisignage.com
Project: Galaxy FBO
Location: Addison, TX
Date: 05-05-2021
Scale: as noted
Version: 1
Artist: G. Owens
Revisions
Initials
Date
New Project Files
Projects 2014 to Current
G
Galaxy FBO Addison
Galaxy FBO Addison/Shop Drawings
Galaxy FBO Addison Exterior.pdf
SP
Sheet 1 of 1
Pg. 13

EXHIBIT A

Notes
A / 4" deep fabricated aluminum reverse channel letters - halo illuminated with lexan backs
B / Self-contained transformers as required
C / Penetrations to the building to be sealed with epoxy grout. Stand offs paint black
D / #4 brushed stainless steel "dot" artwork, faces and returns
E / Mirror polished stainless steel "Galaxy" and "hemo" artwork, faces and returns
F / Non-directional stainless steel "boom" and "FBO" artwork, faces and returns
G / Lighting to be provided by a G.E. Tetra® MAX LED Lighting System for channel letters (or similar approved system), with sufficient LED fixtures to provide bright, even illumination of letter faces. Electrical connections of letterforms to power supply to be through backs of letters and concealed in conduit painted to match Sprayjet 870-400 Starbright White. The Signage Contractor is to provide appropriate conduit and insulators for all penetrations. Estimated Power Supply Requirements: One (1) 20 AMP, 120v breaker, with dedicated lines incorporated into building's EMS. The Signage Contractor to provide all required remote transformers and electrical connections and to coordinate primary electrical to each location with the General Contractor.
NOTE: Fabricator to provide mounting hardware as required to meet local code
SIGN EFFECTIVE AREA 102.11 SF
15'-0"
8'-9 11/16"
6'-2 5/8"
2'-3"
3'-10"
E
D
F
Galaxy FBO
ALL TEXT INBETWEEN BLUE LINES IS UNDER 24" CHARACTER HEIGHT
2'3 13/16"
2'4 3/16"
2'2 5/8"
PBI
ELEVATION: Scale: 3/8" = 1'-0"
2" 4"
A
B
G
C
SECTION: N.T.S.
asi Signage Innovations
8181 Jordan Drive
Suite 110
Irving, TX 75063
972-915-9800
www.asisignage.com
Project: Galaxy FBO
Location: Addison, TX
Date: 05-05-2021
Scale: as noted
Version: 1
Artist: G. Owens
Revisions
Initials
Date
New Project Files
Projects 2014 to Current
G
Galaxy FBO Addison
Galaxy FBO Addison/ Shop Drawings
PBI_11.24.21.ai
PBI
Sheet 3 of 3
Pg 3

EXHIBIT A


EAST ELEVATION: Scale: 3/32" = 1'-0"
34'-8"
21'-0"
6'-2 5/8"
15'-0"
EQ
EQ
EQ
EQ
153'-9"
asi
Signage Innovations
8181 Jetstar Drive
Suite 110
Irving, TX 75063
972-915-3860
www.asisignage.com
Project: Galaxy FBO
Location: Addison, TX
Date: 05-05-2021
Scale: as noted
Version: 1
Artist: G. Owens
Revisions
Initials
Date
New Project Files
Projects 2014 to Current
G
Galaxy FBO Addison
Galaxy FBO Addison/Shop Drawings
Galaxy FBO Addison Exterior.pdf
PBI
Sheet 1 of 3
Pg. 1

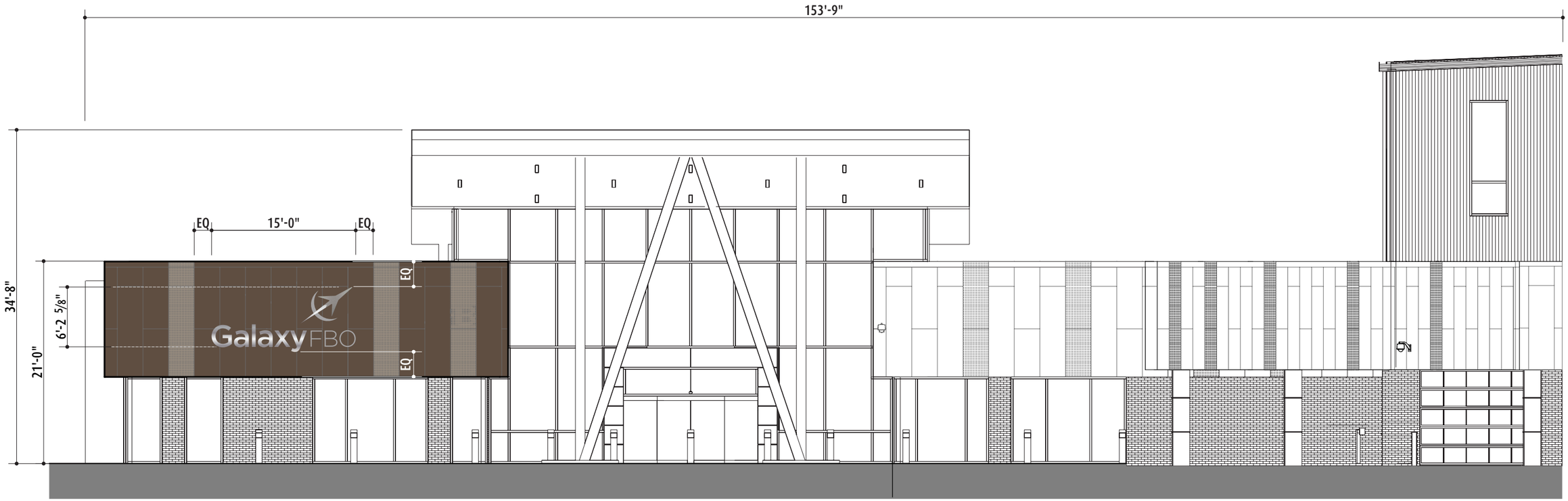


SITE PLAN: N.T.S.

asi
Signage Innovations
8181 Jetstar Drive
Suite 110
Irving, TX 75063
972-915-3800
www.asisignage.com

Project: Galaxy FBO		Revisions	Initials	Date	New Project Files
Location: Addison, TX					Projects 2014 to Current → G → Galaxy FBO Addison → Galaxy FBO Addison/Shop Drawings → Galaxy FBO Addison Exterior.pdf
Date: 05-05-2021	Version: 1				
Scale: as noted	Artist: G. Owens				

SP
Sheet 1 of 1

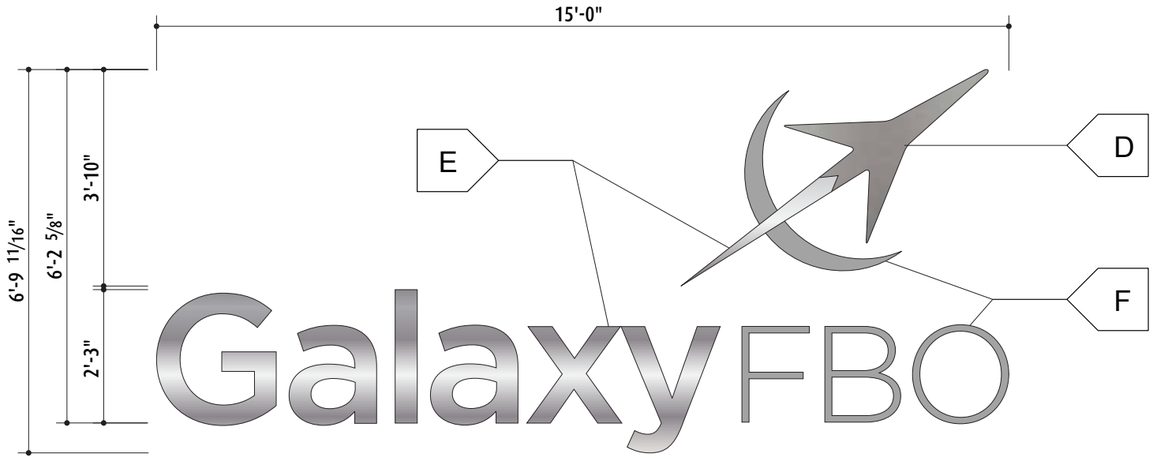


EAST ELEVATION: Scale: 3/32" = 1'-0"

asi
Signage Innovations
8181 Jetstar Drive
Suite 110
Irving, TX 75063
972-915-3800
www.asisignage.com

Project: Galaxy FBO		Revisions	Initials	Date	New Project Files
Location: Addison, TX					Projects 2014 to Current → G → Galaxy FBO Addison → Galaxy FBO Addison/Shop Drawings → Galaxy FBO Addison Exterior.pdf
Date: 05-05-2021	Version: 1				
Scale: as noted	Artist: G. Owens				

PBI



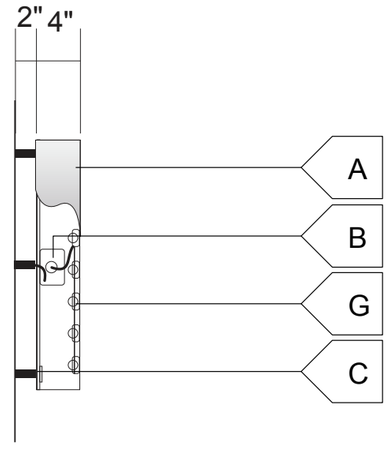
SIGN EFFECTIVE AREA 102.11 SF



ALL TEXT INBETWEEN
BLUE LINES IS UNDER
24" CHARACTER HEIGHT

PBI

ELEVATION: Scale: 3/8" = 1'-0"



SECTION: N.T.S.

Notes

A / 4" deep fabricated aluminum reverse channel letters - halo illuminated with lexan backs

B / Self-contained transformers as required

C / Penetrations to the building to be sealed with epoxy grout. Stand offs paint black

D / #4 brushed stainless steel "Jet" artwork, faces and returns

E / Mirror polished stainless steel "Galaxy" and "flame" artwork, faces and returns

F / Non-directional stainless steel "boom" and "FBO" artwork, faces and returns

G / Lighting to be provided by a G.E. Tetra® MAX LED Lighting System for channel letters (or similar approved system), with sufficient LED fixtures to provide bright, even illumination of letter faces. Electrical connections of letterforms to power supply to be through backs of letters and concealed in conduit painted to match Spraylat B70-400 Starbright White. The Signage Contractor is to provide appropriate conduit and insulators for all penetrations. Estimated Power Supply Requirements: One (1) 20 AMP, 120v breaker, with dedicated lines incorporated into building's EMS. The Signage Contractor to provide all required remote transformers and electrical connections and to coordinate primary electrical to each location with the General Contractor.

NOTE: Fabricator to provde mounting hardware as required to meet local code

asi Signage Innovations
8181 Jetstar Drive
Suite 110
Irving, TX 75063
972-915-3800
www.asisignage.com

Project: Galaxy FBO		Revisions	Initials	Date	New Project Files
Location: Addison, TX					Projects 2014 to Current → G → Galaxy FBO Addison → Galaxy FBO Addison/Shop Drawings → PBI_11.24.21.ai
Date: 05-05-2021	Version: 1				
Scale: as noted	Artist: G. Owens				

PBI

Council Meeting **17.**

Meeting Date: 12/14/2021

Department: Special Events

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present and Discuss the **Operations and Financial Reconciliation for Addison Oktoberfest 2021.**

BACKGROUND:

Addison Oktoberfest is a major festival produced by the Town annually to support local businesses and promote tourism. The festival features food, music and entertainment focused on German culture, and it was held September 17-20, 2021 at Addison Circle Park. The Special Events and Finance Departments have prepared a report on the marketing, operational and financial outcomes of Addison Oktoberfest 2021.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Addison Oktoberfest 2021 Recap

ADDISON OKTOBERFEST 2021

Council Presentation
December 14, 2021



ADDISON OKTOBERFEST 2021

GERMAN FARE WITH A SIDE OF TEXAS FLAIR

NEW FOR 2021

- New Partyhalle layout and adjacent food court provided an open-air space that enhanced the overall flow of the festival.
- Introduction of the mobile ordering option for food concessionaires.
- New dining and entertainment area inside the Addison Conference Centre, the Kleinhalle, added a 3rd stage and table service.
- Enhanced children's activities in the Kinderzelt.
- Expanded seating throughout the venue.



PAID ADVERTISING

Outlet	Cost	Impressions
Digital	$25,914	1,191,711
Outdoor	$22,088	8,771,770
Radio	$15,000	1,306,000
Television	$12,418	2,086,000
CAMPAIGN TOTAL	**$75,420**	**13,355,481**



IN-KIND ADVERTISING & PUBLIC RELATIONS COVERAGE

Outlet	Value	Gross Impressions
iHeart Radio	$179,150	17,674,720
Spectrum Reach TV	$30,000	2,300,000
CBS DFW	$23,500	1,918,000
PR – Broadcast (89 outlets)	$383,667	5,216,413
PR – Print (11 outlets)	$213,798	684,663
PR – Online (137 outlets)	$4,792,332	563,244,486
IN-KIND TOTAL	**$5,622,447**	**591,038,282**



HOTEL ROOM NIGHTS

- A new process for hotel packages was implemented at all festivals this year, allowing attendees to book any Addison hotel regardless of whether a special rate was offered. Packages included:
  - 2 adult admission tickets
  - 2 commemorative steins with beer voucher
  - A souvenir hat pin

- Total Packages Redeemed: 443 (25% increase over 2019)

REVENUE

Addison Oktoberfest 2021

SALES & COMMISSION REVENUE



Admissions

$222,636



Bier Games

$1,725

Merch. Booth

$19,723

Commission

$170,637

Total $414,721

ADDITIONAL REVENUE



Sponsorships
$92,000



Vendor Fees & Rentals
$15,082

Miscellaneous
$2,794

TOTAL REVENUE OKTOBERFEST 2021



$414,721 Sales & Commission

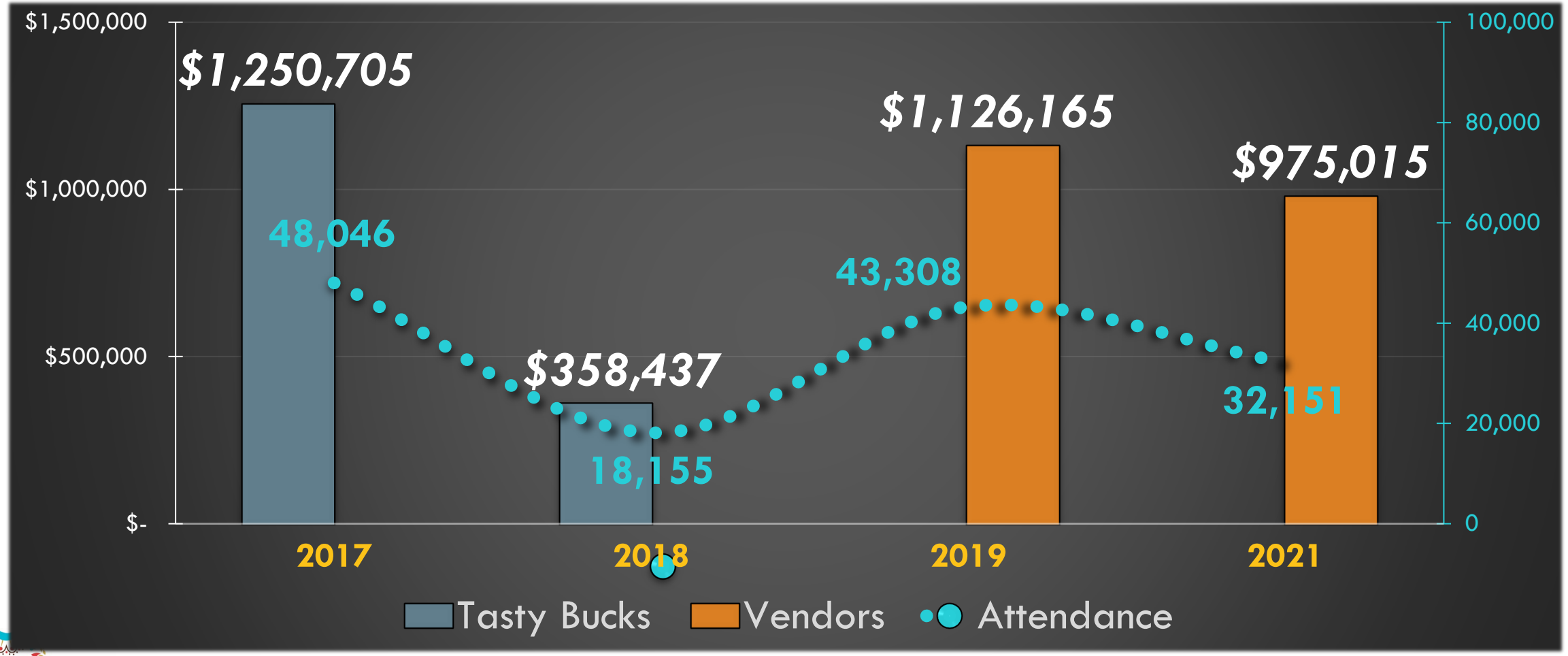
$524,597

$92,000 Sponsorships

$15,082 Vendor Fees & Rentals

$2,794 Miscellaneous

FOOD/BEV. SALES & ATTENDANCE : 4-YEAR COMPARISON



EXPENSES

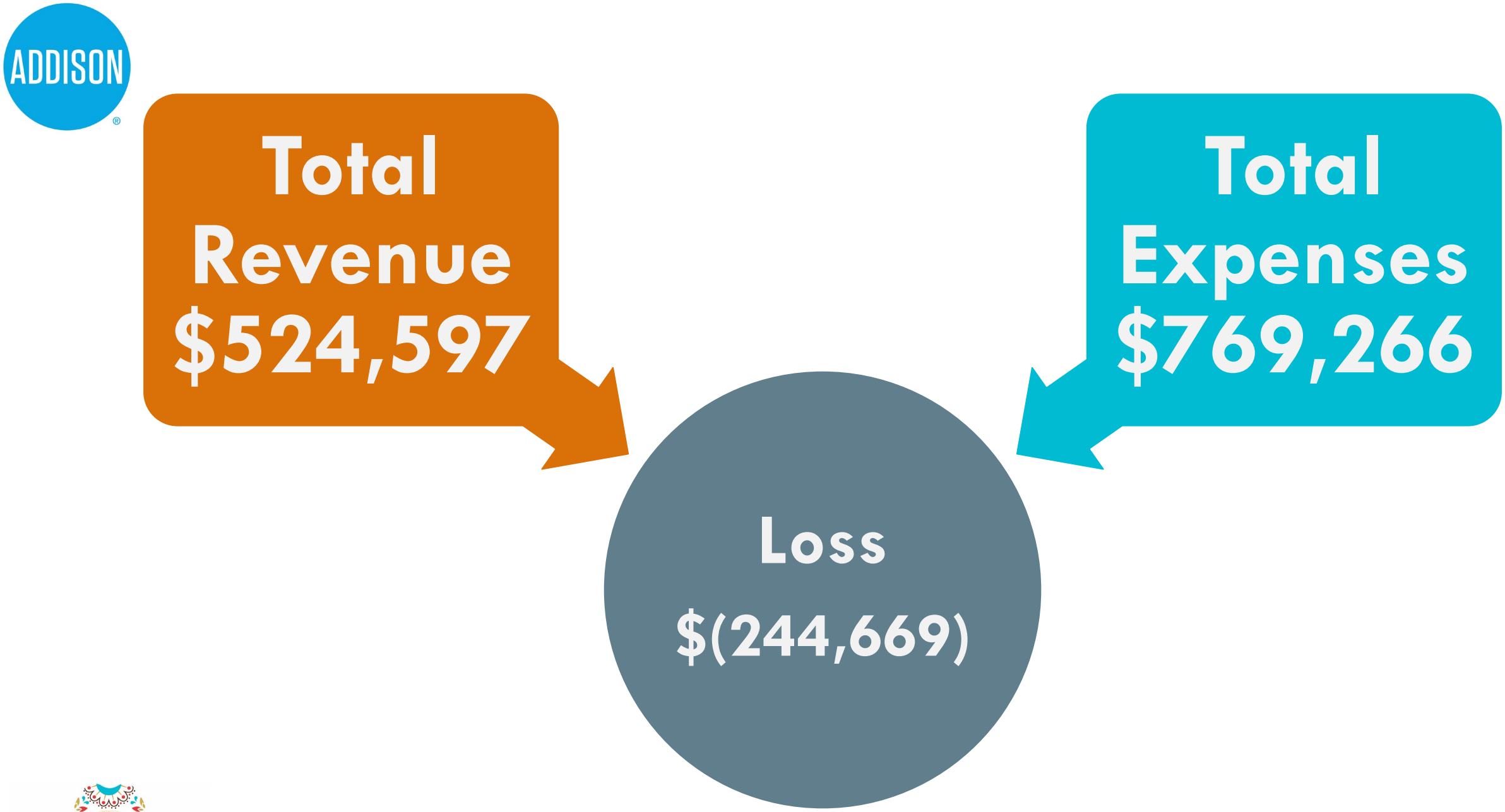
Addison Oktoberfest 2021

TOTAL EXPENSES OKTOBERFEST 2021



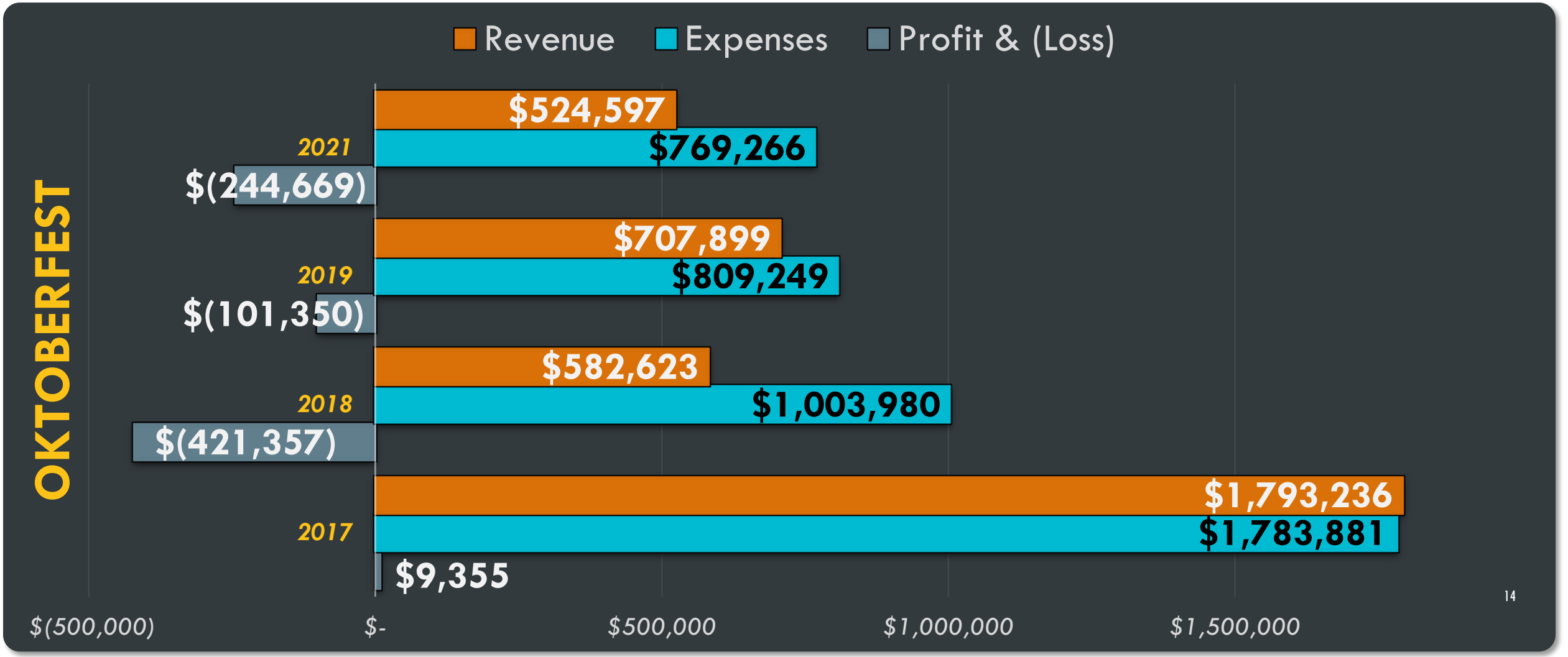
$769,266

- **$264,270** Rent
- **$196,137** Contractual Services
- **$161,137** Payroll
- **$45,042** Outside Security
- **$41,143** Entertainment
- **$35,056** Misc.-(supplies, etc.)
- **$17,590** Weather Insurance
- **$8,891** Steins



As of 12/1/21

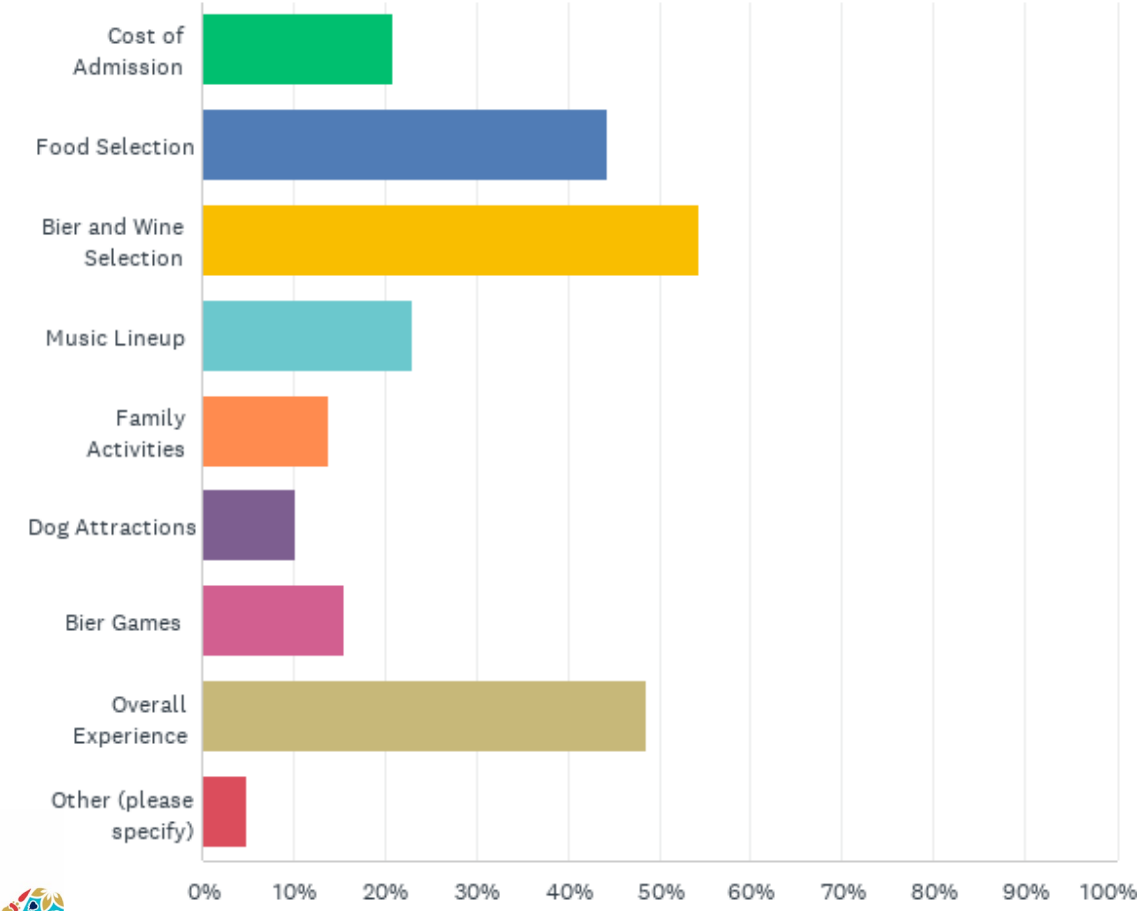
PROFIT OR (LOSS) : 4-YEAR COMPARISON





ATTENDEE FEEDBACK

What attracted you to this festival?

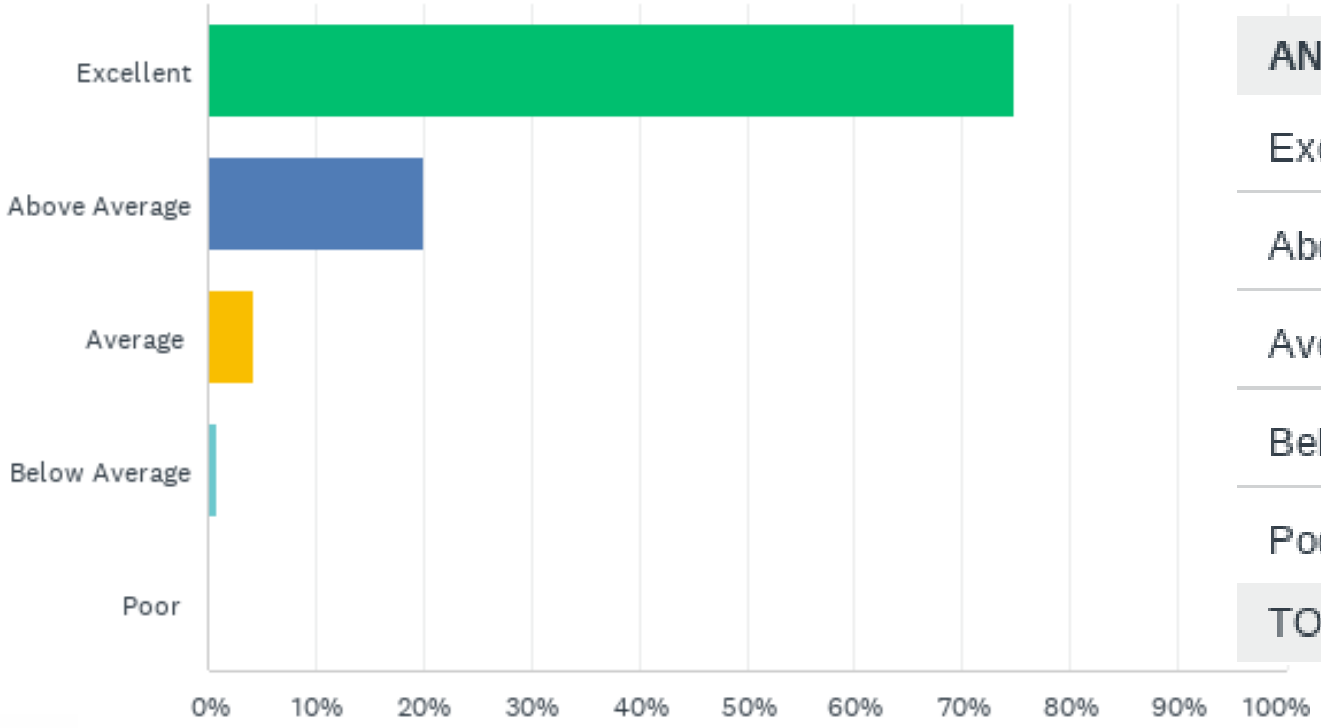


ANSWER CHOICES	RESPONSES
Cost of Admission	20.91%
Food Selection	44.37%
Bier and Wine Selection	54.42%
Music Lineup	22.92%
Family Activities	13.94%
Dog Attractions	10.19%
Bier Games	15.55%
Overall Experience	48.53%
Other (please specify)	4.96%
Total Respondents: 746	



ATTENDEE FEEDBACK

How would you rate your overall experience?



ANSWER CHOICES	RESPONSES
Excellent	74.80%
Above Average	20.08%
Average	4.18%
Below Average	0.81%
Poor	0.13%
TOTAL	



THOUGHTS FOR NEXT YEAR

- Maintain the new Partyhalle open layout and maximize use of the new stage design for continuous entertainment.
- Expand food selection to include even more German options.
- Work with Marketing to develop ways to attract first-time visitors.
- Develop special merchandise and activities to celebrate the 35th Addison Oktoberfest in 2022.



Questions / Comments

Council Meeting **18.**

Meeting Date: 12/14/2021

Department: Parks & Recreation

Pillars: Excellence in Transportation Systems

Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Approving an Agreement with Moore Iacofano Goltsman, Inc. (MIG) for Professional Engineering Services for Conceptual Design of the Addison Beltway Drive Trail Project; Authorizing the City Manager to Execute the Agreement** in an Amount Not to Exceed $65,998.00.

BACKGROUND:

The City-Wide Trails Master Plan (CWTMP) was adopted by Council on May 25, 2021. Pages 40-41 of the plan identify Phase I projects that are recommended to be completed within 0-5 years of the date of adoption. The development of a trail system along Beltway Drive between Marsh Lane and Belt Line Road is included in the Plan's Phase I recommendations. These recommendations were based on community input which indicated a need for bike lanes, improved internal circulation in neighborhoods and a strong desire to make neighborhood connections to regional trails. The CWTMP recommends the following trail improvements along Beltway Drive:

- Buffered Bike Lanes between Marsh Lane and Midway Road.
- Bike Boulevard between Midway Road and Belt Line Road.
- Wide Sidewalk with Buffer from the Redding Trail heading east to Belt Line Road.

In addition to the proposed trail improvements for Beltway Drive, the CWTMP also recommends the development of a Trail Signage and Wayfinding Standards. Development of these standards is included in the scope of the Beltway Drive Trail Project. Once developed, the Trail Signage Wayfinding Standards will also be applied to all future trail signage projects. The project also includes Linear Open Space Planning of the area south of Addison Grove, referred to as Sam's Park to improve connectivity and to refresh the green space. Other tasks in the project will be to establish what portions of existing sidewalk should remain and be integrated into the trail system and what portions should be removed and replaced to meet the trail typologies defined in the CWTMP.

Council Approved $66,000 in the Fiscal Year 2022 Budget for Conceptual Design of the Beltway Drive Trail Project. Staff selected Moore Iacofano Goltsman (MIG), the firm that developed the CWTMP, as the most qualified team to complete the conceptual design of the project. MIG is listed in the Town's pre-qualified consultant pool which was established through the selection process for Bid Number 17-180 Request for Qualifications for Various Town Projects. MIG's proposal includes Public Engagement Strategies and Cost Estimating in addition to the development of the Conceptual Design for the project. Staff will give a presentation to Council on the scope of the project and answer Council's questions.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Beltway Drive Trail Project

Presentation - Beltway Drive Trail Project

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MOORE IACOFANO GOLTSMAN, INC. (MIG) FOR PROFESSIONAL ENGINEERING SERVICES FOR CONCEPTUAL DESIGN OF THE ADDISON BELTWAY DRIVE TRAIL PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED $65,998.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with MIG to provide professional engineering services for Conceptual Design of the Addison Beltway Drive Trail project which includes open space planning and development of a Trail Signage and Wayfinding Plan. (the "Agreement").

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

SECTION 1. The City Council hereby approves the Agreement between the Town of Addison and MIG, Inc. in an amount not-to-exceed of $65,998.00 for professional engineering services for the Addison Beltway Drive Trail project, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021*****.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

PROFESSIONAL SERVICES AGREEMENT
Addison Beltway Drive Trail Project

This Professional Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **Moore Iacofano Goltsman, Inc.** (MIG) (**"**Professional") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized representatives.

RECITALS

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

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

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the Addison Beltway Drive Trail Project ("Project"), as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference (the "Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional completes the services required herein to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such

personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

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

Section 4. Payment

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

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

C. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed SIXTY-FIVE THOUSAND, NINE HUNDRED AND NINTEY EIGHT DOLLARS AND No/100 ($65,998.00). City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

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

B. Neither City's review, approval/acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

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

Section 6. Time for Performance

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

B. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

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

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

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

Section 8. Termination

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

B. Should City require a modification of this Agreement with Professional, and in the event City and Professional fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Professional's services hereunder at no additional cost other than the payment to Professional, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Professional prior to such termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. In the event of any such disability, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the disability. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

Section 9. Insurance

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

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions

relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than $1,000,000.00 per occurrence ($2,000,000.00 aggregate) for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than $1,000,000.00; and

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

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

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

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

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

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

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

Section 12. <u>Indemnification</u>.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT.

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

Section 13. **Assignment**

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

Section 14. **Applicable Laws**

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

Section 15. **Default of Professional**

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

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

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

Section 16. Adjustments in Services

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

Section 17. Execution becomes Effective

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

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

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

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be

performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 21. Right-Of-Access.

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

Section 22. Notice.

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

If to City:	Wesley S. Pierson, City Manager City of Town of Addison 5300 Belt Line Road Town of Addison, Texas 75254 E: wpierson@addisontx.gov
With copy to:	Whitt Wyatt, City Attorney 3710 Rawlins St., Ste 1000 Dallas, Texas 75219 E: whitt@woodbanowsky.com
If to Professional:	Cole Gehler, Project Manager MIG, Inc. 518 17th Street, Suite 630 Denver, Colorado 80202 E: coleg@migcom.com

Section 23. Exhibits.

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

Section 24. Survival of Obligations.

Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Counterparts.

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

Section 26. Authorization.

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

Section 27. Successors and Assigns.

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

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

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

Section 30. Conflicts of Interests.

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

Section 31. Hazardous Materials.

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

Section 32. No Boycott Israel.

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

verification that Professional does not current discriminate against firearm and ammunition industries and will not for the term of this Agreement. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

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

FOR CITY:

Town of Addison, Texas

By:_____
Wesley S. Pierson, City Manager

Date: _____

ATTEST:

By:_____
Irma Parker, City Secretary

FOR PROFESSIONAL

MIG, Inc.

By:_____

Name: Jay Renkens

Title: Principal

Date: 12/2/21

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

November 8, 2021

Town of Addison
16801 Westgrove Drive
P.O. Box 9010
Addison, Texas 75001

Subject: Addison Beltway Drive Trail – Conceptual Design Phase

Project Description
The Addison City-wide Trails Master Plan, adopted May 2021, identified Beltway Drive as a Phase 1 priority east-west trail connector. This Project will advance the Trails Master Plan objectives for this corridor to the conceptual design level and create a master plan for the adjacent linear open space. As part of the conceptual design a signage and wayfinding plan will be created for future implementation throughout the trail system.

Project Location / Context
The Project's limits of work include Beltway Drive from Marsh Lane to Belt Line Road and the linear open space on the north side of Beltway Drive, adjacent to Addison Grove.

Scope of Services

Task 1: Trail Conceptual Design and Linear Open Space Master Plan $33,995
Trail Corridor Conceptual Design plans will include both the trail plan along with the conceptual design of the linear open space.

Trail corridor conceptual design will include the development of a multi-use trail along Beltway Drive between Marsh Lane and Belt Line Road. Trail improvements are anticipated to tie into existing facilities at Midway Road. Therefore, no traffic study or signal design is anticipated as part of this task. Conceptual design phase developed from GIS and does not include procuring a topographic survey or subsurface utility engineering. This would be performed during the Construction Document phase.

The linear open space conceptual design plan will focus on developing the identity, programming and connections of the space. This will serve as a master plan for the space and set the stage for future design of specific open space improvements.

Public Meeting facilitated and scheduled by City Staff. MIG will present the concept plans and provide meeting summary notes.

Subtasks will include:
- *Develop a basemap of existing conditions combining City provided GIS layers and aerial.*
- *Prepare rollplot of the project corridor showing proposed design along with annotated details of constraints and trade-offs.*
- *Revise rollplot and develop typical sections for Virtual Outreach feedback*
- *Develop Final Concept Design rollplot*
- *Develop opinion of probable construction cost and final design costs*

Deliverables:

- *Constraints and Trade-offs Roll Plot*
- *Draft & Final Concept Plan Roll Plot*
- *Opinion of Probable Design and Construction Cost*

Task 2: Signage and Wayfinding Plan $17,700

MIG will initially conduct a Background Review of documents and information provided by the Town. Additionally, MIG will tour and photograph representative sites to document existing signage and assess current conditions.

MIG will conduct 1.5 hour facilitated videoconference with Staff and other stakeholders to discuss expectations, goals, and standards; determine parameters for signage; and review signage style examples. The Trail Master Plan Implementation Website (outlined in Task 3) will provide signage information and request public feedback on design concepts.

MIG will compile initial site tour and meeting findings to establish plan goals that will guide the development of a Signage and Wayfinding Plan:

- *Summary of outreach findings (from the Trail Master Plan Implementation Website).*
- *Primary destinations/features and proposed sign location plan.*
- *List of recommended sign types.*
- *Signage cost estimates (range of costs by type of sign).*
- *Existing Trail System Map that builds from the Addison Trails Master Plan's basemap and data.*
- *Sign design concepts of three (3) sign types.*
- *Implementation/Action Plan that outlines steps for implementation and signage placement.*

Subtasks will include:

- *Review background documents and other information provided by the Town.*
- *Facilitate a 1.5-hour videoconference with Staff and other stakeholders.*
- *Develop an Existing Trail System Map based on data from the Addison Trails Master Plan.*
- *Develop and refine three (3) sign design concepts for parks and/or trails.*
- *Provide a Signage and Wayfinding Plan with a summary of feedback, recommendations, sign concepts and implementation steps.*

Deliverables:

- *Staff Meeting Notes (1)*
- *Virtual Outreach Summary (1)*
- *Existing Trail System Map (PDF and Adobe Illustrator file)*
- *Sign design concepts of three (3) sign types (PDFs and Adobe Illustrator file).*
- *Signage Plan (PDF document)*

Additional Optional Tasks** (not included in cost)**:

- *Preliminary Signage Style Guide (fonts, colors, materials, etc.)*
- *Additional signage design development*

- *Implementation of Priority Signage*
    - *Production-Ready art*
    - *Coordinating with selected fabricator for shop drawing and graphic review*
    - *Coordinating with selected fabricator for signage installation and punch lists*

Task 3: Shared Engagement Strategies $14,195

Shared Engagement Strategies are devised to establish efficiencies in Tasks 1 and 2. During the meeting window, the MIG team will tour the Beltway Trail Site and representative signage examples across town. MIG will confirm the Beltway Trail's existing conditions with Staff.

MIG will conduct one (1) in person meeting and one (1) digital video meeting with the public. The same content will be presented at each event, with the purpose of introducing the project and answering questions.

MIG will develop a Virtual Outreach Tool using ESRI ArcHub or similar, that operates as the Trail Master Plan Implementation Website to house project information and solicit public feedback. Solicitation for public feedback will take place prior to the final concept design of the Beltway Drive Trail. The website will also provide a poll to solicit feedback on preliminary sign concepts.

Subtasks will include:

- *One (1) meeting window to:*
    - *Tour the Beltway Site and representative signage examples across the Town*
    - *Review the Beltway rollplot plan with Staff and confirm existing conditions on-site.*
    - *Attend and present at an introductory public meeting, concurrent with meeting window.*
    - *Present the same introductory project information on a digital video presentation.*
    - *MIG will prepare meeting notes.*
- *One (1) Trail Master Plan Implementation Website with Virtual Outreach Tools.*
- *Project Management for coordination, communications, scheduling, billing over 6-month timeline.*

Deliverables:

- *Meeting Notes (Public Meetings (1), Staff Meetings (1))*
- *Virtual Outreach Summary (1)*

Estimated Schedule

Task 1: Trail Conceptual Design and Linear Open Space Master Plan	*Jan '22-Jun '22*
Task 2: Signage and Wayfinding Plan	*Jan '22-Jun '22*
Task 3: Shared Engagement Strategies	*Feb '22-Jun '22*

EXHIBIT "B"
FEE SCHEDULE

(attached)

EXHIBIT B - Fee Schedule

e s t i m a t e d p r o j e c t c o s t

		MIG, Inc.			
		MIG Staff		*Direct Costs*	Professional Fees Totals
		MIG Totals			
Addison Beltway Drive Trail – Conceptual Design Phase					
1	**Conceptual Design**				
1.1	Basemapping	17	*$2,490*		$2,490
1.2	Constraints and Trade-offs Roll Plot	33	*$4,610*		$4,610
1.3	Draft Concept Plan Roll Plot and Typical Sections	92	*$12,390*		$12,390
1.4	Final Concept Design Roll Plot	84	*$11,630*		$11,630
1.5	Opinion of Probable Design and Construction Costs	20	*$2,875*		$2,875
	Subtotal	246	*$33,995*	*$0*	*$33,995*
2	**Signage and Wayfinding Plan**				
2.1	Background Review	12	*$1,340*		$1,340
2.2	Staff and Stakeholder Videoconference	14	*$1,730*		$1,730
2.3	Existing Trail System Map	19	*$2,380*		$2,380
2.4	Sign Design Concepts	54	*$5,980*		$5,980
2.5	Signage and Wayfinding Plan	56	*$6,270*		$6,270
	Subtotal	155	*$17,700*	*$0*	*$17,700*
3	**Shared Engagement Strategy**				
3.1	Meeting Window - Public Presentation (digital and in-person), Site Walk, Staff Meeting	42	*$6,060*	$1,655	$7,715
3.2	Trails Master Plan Implementation Website	27	*$3,200*	$500	$3,700
3.3	Project Management	20	*$2,780*		$2,780
	Subtotal	89	*$12,040*	*$2,155*	*$14,195*
Professional Time and Costs Subtotal		**490**	**$63,735**	**$2,155**	**$65,890**
5%	Administrative Mark Up on Direct Costs			*$107.8*	*$107.8*
	Total Project Cost	**490**	**$63,735.0**	**$2,262.8**	**$65,998**

Beltway Drive Trail Project

December 14, 2021

Background

- May 25, 2021 Council Adopted the City-Wide Trails Master Plan (CWTMP).
- The Adopted Plan Included Phase I Recommendations to be completed in 0-5 Years.
- Staff Identified the Proposed Trail along Beltway Drive, Included in the CWTMP Phase I Recommendations, as a Priority Project and Requested Budget Funds for Implementation.
- September 14, 2021 Council Adopted the FY2022 Budget which included $66,000 for the Beltway Drive Trail Project. The project includes:
  - Conceptual Design of the Trail
  - Development of an Open Space Plan
  - Development of a Trail Signage and Wayfinding Plan.

Council Direction

- To Implement the Project, Staff is Recommending that Council Authorize an Agreement with MIG for the following:
  - Conceptual Design of Beltway Trail from Marsh Lane to Belt Line Road.
  - Develop a Linear Open Space Master Plan for Area South of Addison Grove, Referred to as Sam's Park.
  - Facilitate (1) In-Person Public Input Meeting and (1) Virtual Meeting with the Community to Gather Input.
  - Develop a Virtual Outreach Tool to Solicit Public Input.
  - Develop a Trail Signage and Wayfinding Plan to Include Trail Signage Standards Which Will be Utilized on the Beltway Trail Project and all other Trail Projects in Addison.
  - Develop Cost Estimates to Help Establish a Project Budget and Help Identify Funding Opportunities.

Trails Master Plan – Phase I

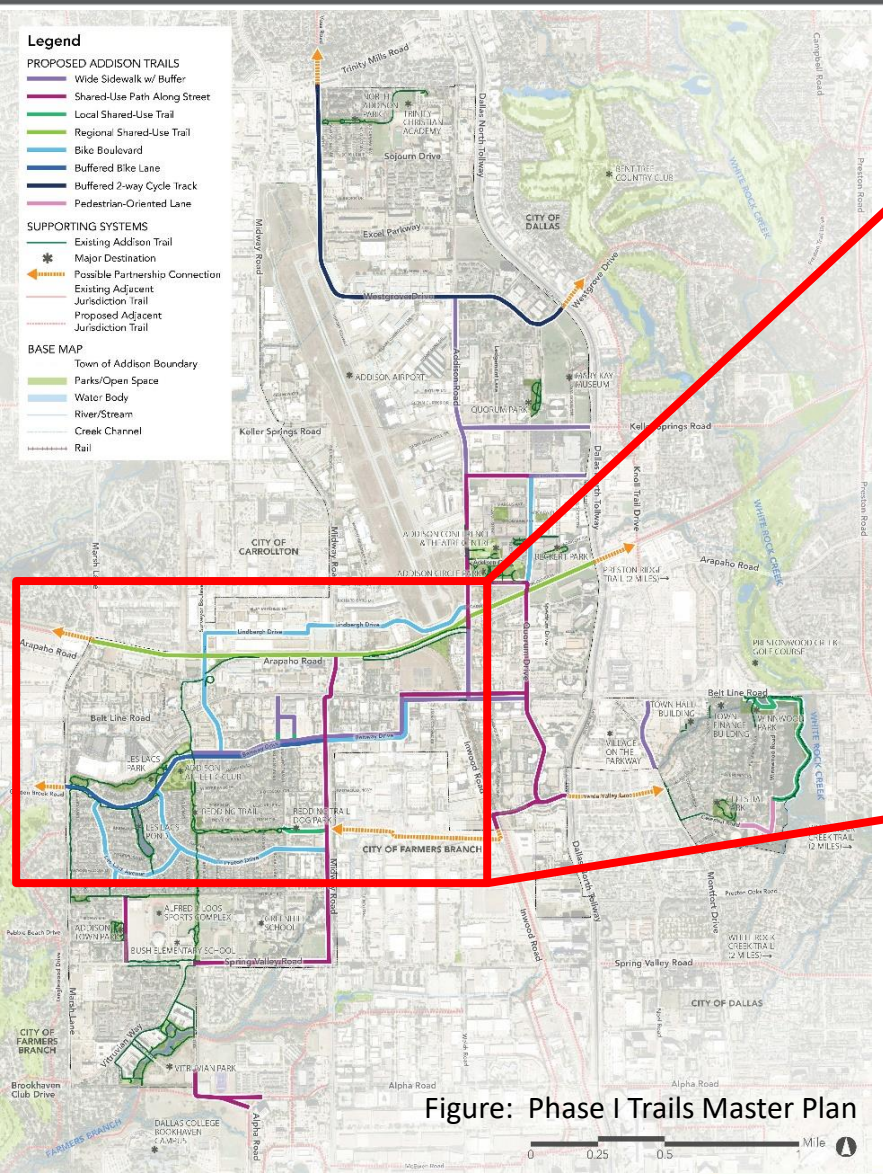
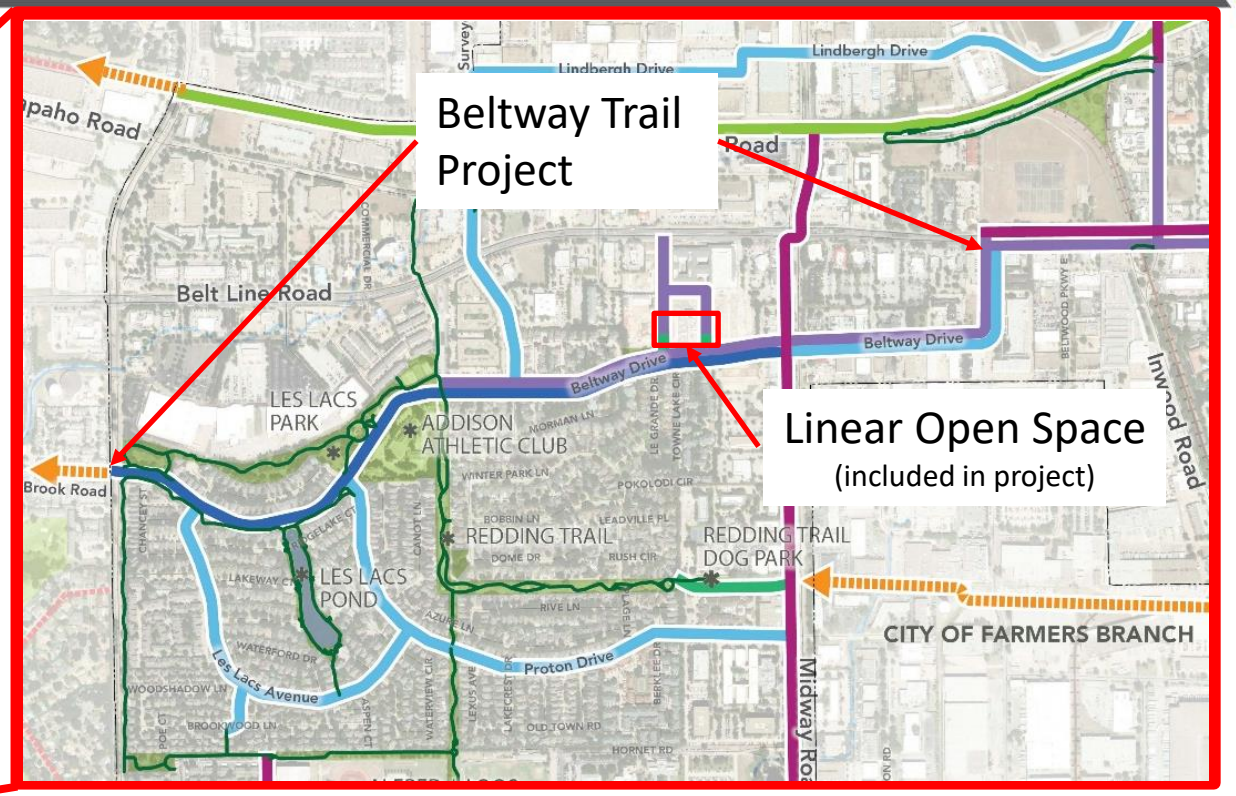


Figure: Phase I Trails Master Plan

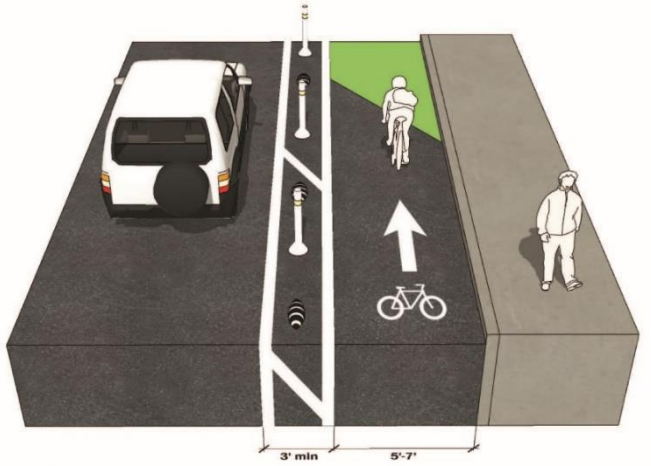


Enlargement: Phase I Trails Master Plan

Conceptual Design Project Scope

- Buffered Bike Lanes Between Marsh Lane and Midway Road
- Bike Boulevard Between Midway Road and Belt Line Road.
- Identify Locations for a New Widened Sidewalk with Buffer from Redding Trail to Midway Road.
- Identify Locations to Integrate the Existing Sidewalk into the Trail System from Redding Trail to Midway Road.
- Linear Open Space Plan for Green Space South of Addison Grove.
- Develop Trail Signage Wayfinding Standards.

Planned Trail Typologies



Bike Boulevard

- Reserved for lower traffic streets
- Bikes Share Auto Lanes
- Shared Markings are Painted on the street.
- Includes Bike Route Signage



Buffered Bike Lanes

- Minimum 5’ Wide Bike Lane
- Minimum 3’ Wide Striped Buffer
- Includes Bolted Separators
- Can Include Green Paint or Thermoplastic Applications at Conflict Areas



Wide Sidewalk With Buffer

- Minimum 3’ Buffer
- 8’ – 10’ Wide Sidewalk

Next Steps

- January 2022 MIG Authorized to Proceed.
- February 2022 Public Engagement Strategies Begin.
- April 2022 MIG Provides Rough Order of Magnitude Cost Information to Request Development of Construction Documents in the FY 2023 Budget Process.
- TBD – Progress Presentation to Council.
- June 2022 All Project Scope Items are Complete.
- July 2022 Staff Begins Identifying Funding Opportunities for Trail Implementation.
- October 2022 Staff Brings Contract to Council for Completion of Construction Documents for the Beltway Trail Project. (If Funds are Approved in the FY2023 Budget)

Questions?

Council Meeting **19.**
Meeting Date: 12/14/2021
Department: City Manager

AGENDA CAPTION:
Consider Action on a **Resolution Approving the Town's Participation in the State of Texas' Opioid Litigation Settlement and Adopting the Texas Term Sheet**.

BACKGROUND:
This resolution would confirm the Town's participation in the state of Texas' Opioid Litigation Settlement. If the Town elects to participate in the settlement, it would be allocated approximately $58,094. The attachment titled *List of Opioid Settlement Remediation Uses* details the options the Town has for use of the funds. Examples include expanded training and supplies for first responders, opioid related treatment programs, and opioid prevention programs.

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached which would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to $21 billion over 18 years and Janssen to pay up to $5 billion over no more than nine years, for a total of $26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately $22.7 billion is earmarked for use by participating states and political subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each political subdivision (city) in the state of Texas must decide whether to participate in the Settlement.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Texas Opioid Settlement Participation
Texas Attorney General Opioid Settlement Summary
List of Opioid Settlement Remediation Uses

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE TOWN'S PARTICIPATION IN THE STATE OF TEXAS' OPIOID LITIGATION SETTLEMENT; ADOPTING THE TEXAS TERM SHEET REGARDING THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the governing body for the Town of Addison, Texas obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in financial costs to the City; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. The Texas Term Sheet is attached hereto as **Exhibit "A"**; and

WHEREAS, Special Counsel and the State of Texas have recommended that the Addison City Council support the adoption and approval the Texas Term Sheet in its entirety.

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

SECTION 1. The City Council supports the adoption and approval the Texas Term Sheet attached hereto as **Exhibit "A"**, in its entirety.

SECTION 2. City Council finds that there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms that have adversely affected our community;

SECTION 3. The City Council supports in its entirety and hereby adopts the allocation method for opioid settlement proceeds as set forth in **Exhibit "A"**. The City Council understands that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants as defined therein. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this City and throughout Texas.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***DECEMBER 2021*****.**

TOWN OF ADDISON, TEXAS

_____
Joe Chow, Mayor

ATTEST:

_____
Irma Parker, City Secretary

EXHIBIT A

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

EXHIBIT A

1. "The State" shall mean the State of Texas acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Texas municipality and county.
3. "The Parties" shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs' Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. "Litigating Political Subdivision" means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. "National Fund" shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. "Negotiating Committee" shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas'

Political Subdivisions (collectively, "Members"). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas' Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O'Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. "Approved Purpose(s)" shall mean those uses identified in Exhibit A hereto.
9. "Pharmaceutical Supply Chain" shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

11. "Texas Opioid Council" shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions ("Subdivision Share"), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas ("State Share"). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

EXHIBIT A

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the "Texas Opioid Fee and Expense Fund," which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

KENNETH PAXTON, JR.
ATTORNEY GENERAL

FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:

MIKAL WATTS
WATTS GUERRA LLP

JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC

DARA HEGAR
LANIER LAW FIRM, PC

DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
b. One member representing Region 3 (Houston);
c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
e. One member representing Regions 1, 2, 17, 18 (East Texas); and
f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

a. Chapter 316 of the Government Code (Appropriations);
b. Chapter 322 of the Government Code (Legislative Budget Board);
c. Chapter 325 of the Government Code (Sunset);
d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
e. Chapter 2001 of the Government Code (Administrative Procedure);
f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
h. Chapter 2262 of the Government Code (Statewide Contract Management);

i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. Transparency

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
ii. The Council may convene in a closed, non-public meeting:
    a. If the Commission must discuss:
        1. Negotiation of contract awards; and
        2. Matters specifically exempted from disclosure by federal and state statutes.
    b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. Authority

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. Executive Director

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. *Travel Reimbursement*

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

EXHIBIT A

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.

2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.

3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT A

EXHIBIT B

EXHIBIT A

Exhibit B: Municipal Area Allocations: 15% of Total ($150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is $1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	$688	Lakeport	$463
Abernathy	$110	Lakeside	$4,474
Abilene	$563,818	Lakeside City	$222
Ackerly	$21	Lakeview	$427
Addison	$58,094	Lakeway	$31,657
Adrian	$181	Lakewood Village	$557
Agua Dulce	$43	Lamar County	$141,598
Alamo	$22,121	Lamb County	$50,681
Alamo Heights	$28,198	Lamesa	$29,656
Alba	$3,196	Lampasas	$28,211
Albany	$180	Lampasas County	$42,818
Aledo	$331	Lancaster	$90,653
Alice	$71,291	Laredo	$763,174
Allen	$315,081	Latexo	$124
Alma	$1,107	Lavaca County	$45,973
Alpine	$29,686	Lavon	$7,435
Alto	$3,767	Lawn	$58
Alton	$11,540	League City	$302,418
Alvarado	$29,029	Leakey	$256
Alvin	$113,962	Leander	$88,641
Alvord	$358	Leary	$797
Amarillo	$987,661	Lee County	$30,457
Ames	$5,571	Lefors	$159
Amherst	$22	Leon County	$67,393
Anahuac	$542	Leon Valley	$23,258
Anderson	$19	Leona	$883
Anderson County	$268,763	Leonard	$8,505
Andrews	$18,983	Leroy	$176
Andrews County	$37,606	Levelland	$46,848
Angelina County	$229,956	Lewisville	$382,094
Angleton	$62,791	Lexington	$2,318
Angus	$331	Liberty	$72,343
Anna	$9,075	Liberty County	$531,212
Annetta	$5,956	Liberty Hill	$2,780
Annetta North	$34	Limestone County	$135,684

(Table continues on multiple pages below)

EXHIBIT A

Annetta South	$602	Lincoln Park	$677
Annona	$738	Lindale	$24,202
Anson	$5,134	Linden	$3,661
Anthony	$4,514	Lindsay	$1,228
Anton	$444	Lipan	$44
Appleby	$1,551	Lipscomb County	$10,132
Aquilla	$208	Little Elm	$69,326
Aransas County	$266,512	Little River-Academy	$798
Aransas Pass	$57,813	Littlefield	$7,678
Archer City	$10,554	Live Oak	$32,740
Archer County	$45,534	Live Oak County	$39,716
Arcola	$7,290	Liverpool	$1,435
Argyle	$11,406	Livingston	$73,165
Arlington	$735,803	Llano	$23,121
Armstrong County	$974	Llano County	$115,647
Arp	$2,009	Lockhart	$49,050
Asherton	$112	Lockney	$3,301
Aspermont	$9	Log Cabin	$1,960
Atascosa County	$176,903	Lometa	$1,176
Athens	$105,942	Lone Oak	$1,705
Atlanta	$30,995	Lone Star	$8,283
Aubrey	$15,141	Longview	$482,254
Aurora	$1,849	Loraine	$188
Austin County	$76,030	Lorena	$3,390
Austin	$4,877,716	Lorenzo	$11,358
Austwell	$109	Los Fresnos	$11,185
Avery	$138	Los Indios	$159
Avinger	$1,115	Los Ybanez	$0
Azle	$32,213	Lott	$1,516
Bailey	$950	Lovelady	$249
Bailey County	$15,377	Loving County	$1,000
Bailey's Prairie	$5,604	Lowry Crossing	$783
Baird	$2,802	Lubbock	$319,867
Balch Springs	$27,358	Lubbock County	$1,379,719
Balcones Heights	$23,811	Lucas	$5,266
Ballinger	$9,172	Lueders	$508
Balmorhea	$63	Lufkin	$281,592
Bandera	$2,893	Luling	$29,421
Bandera County	$86,815	Lumberton	$36,609
Bangs	$3,050	Lyford	$3,071

EXHIBIT A

Bardwell	$362	Lynn County	$6,275
Barry	$200	Lytle	$7,223
Barstow	$61	Mabank	$19,443
Bartlett	$3,374	Madison County	$49,492
Bartonville	$8,887	Madisonville	$11,458
Bastrop	$46,320	Magnolia	$26,031
Bastrop County	$343,960	Malakoff	$12,614
Bay City	$57,912	Malone	$439
Baylor County	$29,832	Manor	$12,499
Bayou Vista	$6,240	Mansfield	$150,788
Bayside	$242	Manvel	$12,305
Baytown	$216,066	Marble Falls	$37,039
Bayview	$41	Marfa	$65
Beach City	$12,505	Marietta	$338
Bear Creek	$906	Marion	$275
Beasley	$130	Marion County	$54,728
Beaumont	$683,010	Marlin	$21,634
Beckville	$1,247	Marquez	$1,322
Bedford	$94,314	Marshall	$108,371
Bedias	$3,475	Mart	$928
Bee Cave	$12,863	Martin County	$10,862
Bee County	$97,844	Martindale	$2,437
Beeville	$24,027	Mason	$777
Bell County	$650,748	Mason County	$3,134
Bellaire	$41,264	Matador	$1,203
Bellevue	$56	Matagorda County	$135,239
Bellmead	$14,487	Mathis	$15,720
Bells	$1,891	Maud	$423
Bellville	$7,488	Maverick County	$115,919
Belton	$72,680	Maypearl	$986
Benavides	$152	McAllen	$364,424
Benbrook	$43,919	McCamey	$542
Benjamin	$951	McGregor	$9,155
Berryville	$14,379	McKinney	$450,383
Bertram	$182	McLean	$14
Beverly Hills	$4,336	McLendon-Chisholm	$411
Bevil Oaks	$549	Mcculloch County	$20,021
Bexar County	$7,007,152	Mclennan County	$529,641
Big Lake	$547	Mcmullen County	$1,000
Big Sandy	$4,579	Meadow	$1,121

EXHIBIT A

Big Spring	$189,928	Meadowlakes	$905
Big Wells	$236	Meadows Place	$18,148
Bishop	$8,213	Medina County	$48,355
Bishop Hills	$323	Megargel	$611
Blackwell	$31	Melissa	$15,381
Blanco	$6,191	Melvin	$345
Blanco County	$49,223	Memphis	$7,203
Blanket	$147	Menard	$991
Bloomburg	$1,010	Menard County	$14,717
Blooming Grove	$352	Mercedes	$21,441
Blossom	$198	Meridian	$3,546
Blue Mound	$2,888	Merkel	$10,117
Blue Ridge	$1,345	Mertens	$239
Blum	$1,622	Mertzon	$29
Boerne	$45,576	Mesquite	$310,709
Bogata	$3,649	Mexia	$21,096
Bonham	$100,909	Miami	$455
Bonney	$2,510	Midland County	$279,927
Booker	$1,036	Midland	$521,849
Borden County	$1,000	Midlothian	$95,799
Borger	$69,680	Midway	$78
Bosque County	$71,073	Milam County	$97,386
Bovina	$173	Milano	$904
Bowie	$83,620	Mildred	$286
Bowie County	$233,190	Miles	$93
Boyd	$6,953	Milford	$6,177
Brackettville	$8	Miller's Cove	$97
Brady	$27,480	Millican	$417
Brazoria	$11,537	Mills County	$19,931
Brazoria County	$1,021,090	Millsap	$34
Brazos Bend	$462	Mineola	$48,719
Brazos Country	$902	Mineral Wells	$92,061
Brazos County	$342,087	Mingus	$189
Breckenridge	$23,976	Mission	$124,768
Bremond	$5,554	Missouri City	$209,633
Brenham	$54,750	Mitchell County	$20,850
Brewster County	$60,087	Mobeetie	$52
Briarcliff	$572	Mobile City	$2,034
Briaroaks	$57	Monahans	$5,849
Bridge City	$80,756	Mont Belvieu	$19,669

EXHIBIT A

Bridgeport	$33,301	Montague County	$94,796
Briscoe County	$977	Montgomery	$1,884
Broaddus	$31	Montgomery County	$2,700,911
Bronte	$99	Moody	$828
Brooks County	$20,710	Moore County	$40,627
Brookshire	$6,406	Moore Station	$772
Brookside Village	$1,110	Moran	$50
Brown County	$193,417	Morgan	$605
Browndell	$152	Morgan's Point	$3,105
Brownfield	$14,452	Morgan's Point Resort	$8,024
Brownsboro	$3,176	Morris County	$53,328
Brownsville	$425,057	Morton	$167
Brownwood	$166,572	Motley County	$3,344
Bruceville-Eddy	$1,692	Moulton	$999
Bryan	$246,897	Mount Calm	$605
Bryson	$1,228	Mount Enterprise	$1,832
Buckholts	$1,113	Mount Pleasant	$65,684
Buda	$10,784	Mount Vernon	$6,049
Buffalo	$11,866	Mountain City	$1,548
Buffalo Gap	$88	Muenster	$4,656
Buffalo Springs	$188	Muleshoe	$4,910
Bullard	$7,487	Mullin	$384
Bulverde	$14,436	Munday	$2,047
Bunker Hill Village	$472	Murchison	$2,302
Burkburnett	$37,844	Murphy	$51,893
Burke	$1,114	Mustang	$7
Burleson County	$70,244	Mustang Ridge	$2,462
Burleson	$151,779	Nacogdoches	$205,992
Burnet	$33,345	Nacogdoches County	$198,583
Burnet County	$189,829	Naples	$4,224
Burton	$937	Nash	$7,999
Byers	$77	Nassau Bay	$11,247
Bynum	$380	Natalia	$625
Cactus	$4,779	Navarro	$334
Caddo Mills	$43	Navarro County	$103,513
Caldwell	$18,245	Navasota	$37,676
Caldwell County	$86,413	Nazareth	$124
Calhoun County	$127,926	Nederland	$44,585
Callahan County	$12,894	Needville	$10,341
Callisburg	$101	Nevada	$237

EXHIBIT A

Calvert	$772	New Berlin	$4
Cameron	$11,091	New Boston	$6,953
Cameron County	$537,026	New Braunfels	$307,313
Camp County	$28,851	New Chapel Hill	$288
Camp Wood	$422	New Deal	$338
Campbell	$1,116	New Fairview	$2,334
Canadian	$1,090	New Home	$9
Caney City	$2,005	New Hope	$1,024
Canton	$56,734	New London	$4,129
Canyon	$26,251	New Summerfield	$442
Carbon	$620	New Waverly	$2,562
Carl's Corner	$48	Newark	$520
Carmine	$385	Newcastle	$914
Carrizo Springs	$1,671	Newton	$6,102
Carrollton	$310,255	Newton County	$158,006
Carson County	$29,493	Neylandville	$163
Carthage	$18,927	Niederwald	$16
Cashion Community	$322	Nixon	$2,283
Cass County	$93,155	Nocona	$16,536
Castle Hills	$12,780	Nolan County	$50,262
Castro County	$4,420	Nolanville	$4,247
Castroville	$4,525	Nome	$391
Cedar Hill	$70,127	Noonday	$226
Cedar Park	$185,567	Nordheim	$697
Celeste	$1,280	Normangee	$6,192
Celina	$18,283	North Cleveland	$105
Center	$58,838	North Richland Hills	$146,419
Centerville	$385	Northlake	$8,905
Chambers County	$153,188	Novice	$76
Chandler	$17,364	Nueces County	$1,367,932
Channing	$2	O'Brien	$76
Charlotte	$4,257	O'Donnell	$27
Cherokee County	$156,612	Oak Grove	$2,769
Chester	$1,174	Oak Leaf	$612
Chico	$2,928	Oak Point	$9,011
Childress	$37,916	Oak Ridge	$358
Childress County	$50,582	Oak Ridge North	$33,512
Chillicothe	$172	Oak Valley	$7
China	$522	Oakwood	$148
China Grove	$598	Ochiltree County	$15,476

EXHIBIT A

Chireno	$1,568	Odem	$7,420
Christine	$354	Odessa	$559,163
Cibolo	$13,690	Oglesby	$29
Cisco	$7,218	Old River-Winfree	$21,653
Clarendon	$114	Oldham County	$10,318
Clarksville	$20,891	Olmos Park	$9,801
Clarksville City	$54	Olney	$6,088
Claude	$26	Olton	$1,197
Clay County	$72,050	Omaha	$4,185
Clear Lake Shores	$6,682	Onalaska	$31,654
Cleburne	$228,184	Opdyke West	$479
Cleveland	$96,897	Orange	$311,339
Clifton	$9,939	Orange County	$689,818
Clint	$375	Orange Grove	$1,677
Clute	$51,350	Orchard	$867
Clyde	$17,287	Ore City	$6,806
Coahoma	$2,291	Overton	$7,900
Cochran County	$3,389	Ovilla	$13,391
Cockrell Hill	$512	Oyster Creek	$9,633
Coffee City	$1,087	Paducah	$125
Coke County	$5,522	Paint Rock	$141
Coldspring	$447	Palacios	$14,036
Coleman	$5,442	Palestine	$178,009
Coleman County	$4,164	Palisades	$240
College Station	$258,147	Palm Valley	$1,918
Colleyville	$46,049	Palmer	$12,666
Collin County	$1,266,721	Palmhurst	$4,660
Collingsworth County	$19,234	Palmview	$7,577
Collinsville	$1,831	Palo Pinto County	$124,621
Colmesneil	$2,211	Pampa	$67,227
Colorado City	$8,405	Panhandle	$9,536
Colorado County	$49,084	Panola County	$80,699
Columbus	$6,867	Panorama Village	$1,292
Comal County	$396,142	Pantego	$12,898
Comanche	$16,503	Paradise	$52
Comanche County	$50,964	Paris	$201,180
Combes	$1,710	Parker	$10,307
Combine	$1,892	Parker County	$476,254
Commerce	$33,869	Parmer County	$15,866
Como	$415	Pasadena	$356,536

EXHIBIT A

Concho County	$3,859	Pattison	$1,148
Conroe	$466,671	Patton Village	$9,268
Converse	$27,693	Payne Springs	$1,770
Cooke County	$200,451	Pearland	$333,752
Cool	$731	Pearsall	$11,570
Coolidge	$243	Pecan Gap	$719
Cooper	$362	Pecan Hill	$229
Coppell	$86,593	Pecos	$7,622
Copper Canyon	$489	Pecos County	$46,997
Copperas Cove	$133,492	Pelican Bay	$1,199
Corinth	$75,298	Penelope	$415
Corpus Christi	$1,812,707	Penitas	$312
Corral City	$143	Perryton	$23,364
Corrigan	$21,318	Petersburg	$1,691
Corsicana	$87,310	Petrolia	$17
Coryell County	$123,659	Petronila	$5
Cottle County	$875	Pflugerville	$86,408
Cottonwood	$289	Pharr	$144,721
Cottonwood Shores	$1,203	Pilot Point	$11,613
Cotulla	$1,251	Pine Forest	$3,894
Coupland	$266	Pine Island	$3,141
Cove	$387	Pinehurst	$32,671
Covington	$519	Pineland	$4,138
Coyote Flats	$1,472	Piney Point Village	$15,738
Crandall	$12,094	Pittsburg	$20,526
Crane	$10,599	Plains	$129
Crane County	$26,146	Plainview	$60,298
Cranfills Gap	$128	Plano	$1,151,608
Crawford	$383	Pleak	$270
Creedmoor	$16	Pleasant Valley	$308
Cresson	$1,086	Pleasanton	$29,011
Crockett	$23,403	Plum Grove	$258
Crockett County	$18,210	Point	$1,519
Crosby County	$18,388	Point Blank	$355
Crosbyton	$1,498	Point Comfort	$447
Cross Plains	$4,877	Point Venture	$588
Cross Roads	$244	Polk County	$370,831
Cross Timber	$542	Ponder	$1,282
Crowell	$6,335	Port Aransas	$31,022
Crowley	$22,345	Port Arthur	$367,945

EXHIBIT A

Crystal City	$19,412	Port Isabel	$9,802
Cuero	$24,689	Port Lavaca	$11,752
Culberson County	$789	Port Neches	$38,849
Cumby	$5,320	Portland	$76,517
Cuney	$606	Post	$2,332
Cushing	$1,120	Post Oak Bend City	$1,034
Cut and Shoot	$2,141	Poteet	$6,767
DISH	$19	Poth	$3,974
Daingerfield	$12,476	Potter County	$371,701
Daisetta	$5,370	Pottsboro	$12,302
Dalhart	$11,609	Powell	$110
Dallam County	$21,686	Poynor	$1,180
Dallas County	$8,538,291	Prairie View	$7,600
Dallas	$2,999,902	Premont	$3,321
Dalworthington Gardens	$6,060	Presidio	$148
Danbury	$4,231	Presidio County	$787
Darrouzett	$101	Primera	$2,958
Dawson	$600	Princeton	$19,245
Dawson County	$46,911	Progreso	$8,072
Dayton	$47,122	Progreso Lakes	$39
Dayton Lakes	$38	Prosper	$22,770
De Kalb	$1,035	Providence Village	$508
De Leon	$8,218	Putnam	$14
De Witt County	$68,895	Pyote	$22
DeCordova	$13,778	Quanah	$207
DeSoto	$72,400	Queen City	$4,837
Deaf Smith County	$34,532	Quinlan	$7,304
Dean	$141	Quintana	$492
Decatur	$56,669	Quitaque	$8
Deer Park	$49,388	Quitman	$15,619
Del Rio	$59,056	Rains County	$53,190
Dell City	$15	Ralls	$3,967
Delta County	$30,584	Rancho Viejo	$3,836
Denison	$210,426	Randall County	$278,126
Denton	$458,334	Ranger	$12,186
Denton County	$1,132,298	Rankin	$1,613
Denver City	$2,104	Ransom Canyon	$930
Deport	$42	Ravenna	$685
Detroit	$965	Raymondville	$7,466
Devers	$191	Reagan County	$25,215

EXHIBIT A

Devine	$4,354	Real County	$5,073
Diboll	$25,533	Red Lick	$23
Dickens	$71	Red Oak	$26,843
Dickens County	$1,873	Red River County	$29,306
Dickinson	$83,683	Redwater	$1,058
Dilley	$2,633	Reeves County	$103,350
Dimmit County	$33,294	Refugio	$8,839
Dimmitt	$1,012	Refugio County	$46,216
Dodd City	$1,211	Reklaw	$1,136
Dodson	$447	Reno	$3,791
Domino	$196	Reno	$11,164
Donley County	$22,370	Retreat	$52
Donna	$13,798	Rhome	$12,285
Dorchester	$231	Rice	$1,972
Double Oak	$4,765	Richardson	$260,315
Douglassville	$574	Richland	$210
Dripping Springs	$811	Richland Hills	$24,438
Driscoll	$39	Richland Springs	$2,234
Dublin	$14,478	Richmond	$77,606
Dumas	$26,229	Richwood	$12,112
Duncanville	$58,328	Riesel	$1,118
Duval County	$49,109	Rio Bravo	$8,548
Eagle Lake	$4,882	Rio Grande City	$25,947
Eagle Pass	$56,005	Rio Hondo	$3,550
Early	$14,838	Rio Vista	$4,419
Earth	$242	Rising Star	$1,933
East Bernard	$5,554	River Oaks	$11,917
East Mountain	$2,494	Riverside	$858
East Tawakoni	$2,723	Roanoke	$275
Eastland	$15,896	Roaring Springs	$461
Eastland County	$52,275	Robert Lee	$85
Easton	$329	Roberts County	$547
Ector	$1,108	Robertson County	$44,642
Ector County	$480,000	Robinson	$18,002
Edcouch	$4,101	Robstown	$40,154
Eden	$497	Roby	$428
Edgecliff Village	$2,232	Rochester	$674
Edgewood	$13,154	Rockdale	$20,973
Edinburg	$120,884	Rockport	$54,253
Edmonson	$136	Rocksprings	$25

EXHIBIT A

Edna	$18,194	Rockwall	$114,308
Edom	$2,149	Rockwall County	$168,820
Edwards County	$975	Rocky Mound	$280
El Campo	$31,700	Rogers	$3,818
El Cenizo	$621	Rollingwood	$4,754
El Lago	$5,604	Roma	$16,629
El Paso	$1,224,371	Roman Forest	$8,610
El Paso County	$2,592,121	Ropesville	$2,122
Eldorado	$50	Roscoe	$778
Electra	$15,716	Rose City	$4,012
Elgin	$26,284	Rose Hill Acres	$2,311
Elkhart	$301	Rosebud	$1,489
Ellis County	$315,372	Rosenberg	$126,593
Elmendorf	$746	Ross	$147
Elsa	$7,720	Rosser	$549
Emhouse	$83	Rotan	$1,493
Emory	$3,878	Round Mountain	$454
Enchanted Oaks	$1,299	Round Rock	$475,992
Encinal	$1,515	Round Top	$140
Ennis	$81,839	Rowlett	$99,963
Erath County	$102,616	Roxton	$47
Escobares	$40	Royse City	$23,494
Estelline	$909	Rule	$800
Euless	$92,824	Runaway Bay	$6,931
Eureka	$334	Runge	$255
Eustace	$2,089	Runnels County	$33,831
Evant	$2,068	Rusk	$17,991
Everman	$7,692	Rusk County	$151,390
Fair Oaks Ranch	$8,077	Sabinal	$1,811
Fairchilds	$81	Sabine County	$46,479
Fairfield	$1,245	Sachse	$23,400
Fairview	$32,245	Sadler	$925
Falfurrias	$2,221	Saginaw	$31,973
Falls City	$41	Salado	$3,210
Falls County	$34,522	San Angelo	$536,509
Fannin County	$131,653	San Antonio	$4,365,416
Farmers Branch	$94,532	San Augustine	$25,182
Farmersville	$10,532	San Augustine County	$37,854
Farwell	$343	San Benito	$40,015
Fate	$3,473	San Diego	$11,771

EXHIBIT A

Fayette County	$92,440	San Elizario	$7,831
Fayetteville	$391	San Felipe	$1,498
Ferris	$13,873	San Jacinto County	$197,398
Fisher County	$5,518	San Juan	$28,845
Flatonia	$5,661	San Leanna	$36
Florence	$3,949	San Marcos	$325,688
Floresville	$21,699	San Patricio	$4,213
Flower Mound	$215,256	San Patricio County	$271,916
Floyd County	$9,049	San Perlita	$2,219
Floydada	$6,357	San Saba	$10,057
Foard County	$5,764	San Saba County	$17,562
Follett	$212	Sanctuary	$17
Forest Hill	$26,132	Sandy Oaks	$9,863
Forney	$80,112	Sandy Point	$1,637
Forsan	$576	Sanford	$308
Fort Bend County	$1,506,719	Sanger	$22,237
Fort Stockton	$4,411	Sansom Park	$223
Fort Worth	$2,120,790	Santa Anna	$329
Franklin	$3,931	Santa Clara	$87
Franklin County	$25,783	Santa Fe	$33,272
Frankston	$274	Santa Rosa	$2,138
Fredericksburg	$56,486	Savoy	$2,349
Freeport	$72,973	Schertz	$60,110
Freer	$3,271	Schleicher County	$5,695
Freestone County	$50,495	Schulenburg	$2,560
Friendswood	$140,330	Scotland	$148
Frio County	$19,954	Scottsville	$708
Friona	$2,848	Scurry	$1,110
Frisco	$405,309	Scurry County	$73,116
Fritch	$4,548	Seabrook	$30,270
Frost	$321	Seadrift	$991
Fruitvale	$2,344	Seagoville	$17,106
Fulshear	$5,272	Seagraves	$7,531
Fulton	$1,602	Sealy	$20,637
Gaines County	$54,347	Seguin	$376,538
Gainesville	$153,980	Selma	$22,429
Galena Park	$13,093	Seminole	$16,092
Gallatin	$1,253	Seven Oaks	$3,917
Galveston	$488,187	Seven Points	$7,452
Galveston County	$1,124,093	Seymour	$14,218

EXHIBIT A

Ganado	$5,510	Shackelford County	$1,288
Garden Ridge	$11,351	Shady Shores	$594
Garland	$420,244	Shallowater	$1,907
Garrett	$2,510	Shamrock	$4,328
Garrison	$3,555	Shavano Park	$3,178
Gary City	$450	Shelby County	$109,925
Garza County	$8,944	Shenandoah	$47,122
Gatesville	$26,994	Shepherd	$147
George West	$6,207	Sherman	$330,585
Georgetown	$225,896	Sherman County	$7,930
Gholson	$1,505	Shiner	$4,042
Giddings	$12,674	Shoreacres	$958
Gillespie County	$63,191	Silsbee	$66,442
Gilmer	$33,951	Silverton	$14
Gladewater	$24,638	Simonton	$1,906
Glasscock County	$1,000	Sinton	$23,658
Glen Rose	$540	Skellytown	$400
Glenn Heights	$16,593	Slaton	$154
Godley	$3,115	Smiley	$655
Goldsmith	$677	Smith County	$758,961
Goldthwaite	$1,225	Smithville	$17,009
Goliad	$3,563	Smyer	$300
Goliad County	$34,660	Snook	$1,422
Golinda	$100	Snyder	$9,018
Gonzales	$14,882	Socorro	$11,125
Gonzales County	$33,230	Somerset	$1,527
Goodlow	$221	Somervell County	$57,076
Goodrich	$9,643	Somerville	$3,806
Gordon	$365	Sonora	$7,337
Goree	$749	Sour Lake	$17,856
Gorman	$3,107	South Houston	$25,620
Graford	$23	South Mountain	$154
Graham	$235,428	South Padre Island	$30,629
Granbury	$71,735	Southlake	$70,846
Grand Prairie	$445,439	Southmayd	$7,096
Grand Saline	$36,413	Southside Place	$885
Grandfalls	$65	Spearman	$14,000
Grandview	$6,600	Splendora	$7,756
Granger	$2,741	Spofford	$7
Granite Shoals	$11,834	Spring Valley Village	$16,404

EXHIBIT A

Granjeno	$43	Springlake	$3
Grapeland	$7,287	Springtown	$14,244
Grapevine	$129,195	Spur	$427
Gray County	$65,884	St. Hedwig	$111
Grays Prairie	$17	St. Jo	$7,360
Grayson County	$539,083	St. Paul	$21
Greenville	$203,112	Stafford	$75,145
Gregg County	$243,744	Stagecoach	$3,036
Gregory	$4,697	Stamford	$398
Grey Forest	$474	Stanton	$3,838
Grimes County	$94,878	Staples	$19
Groesbeck	$5,745	Star Harbor	$151
Groom	$965	Starr County	$99,896
Groves	$40,752	Stephens County	$35,244
Groveton	$8,827	Stephenville	$83,472
Gruver	$1,166	Sterling City	$62
Guadalupe County	$146,824	Sterling County	$939
Gun Barrel City	$36,302	Stinnett	$4,097
Gunter	$4,609	Stockdale	$741
Gustine	$34	Stonewall County	$1,822
Hackberry	$94	Stratford	$8,378
Hale Center	$6,042	Strawn	$987
Hale County	$79,150	Streetman	$5
Hall County	$8,933	Sudan	$32
Hallettsville	$6,895	Sugar Land	$321,561
Hallsburg	$272	Sullivan City	$6,121
Hallsville	$10,239	Sulphur Springs	$124,603
Haltom City	$71,800	Sun Valley	$4
Hamilton	$3,581	Sundown	$2,592
Hamilton County	$66,357	Sunnyvale	$3,248
Hamlin	$4,656	Sunray	$2,571
Hansford County	$16,416	Sunrise Beach Village	$2,083
Happy	$327	Sunset Valley	$9,425
Hardeman County	$15,219	Surfside Beach	$6,530
Hardin	$100	Sutton County	$6,541
Hardin County	$379,800	Sweeny	$4,503
Harker Heights	$113,681	Sweetwater	$68,248
Harlingen	$165,429	Swisher County	$7,251
Harris County	$14,966,202	Taft	$5,861
Harrison County	$185,910	Tahoka	$430

EXHIBIT A

Hart	$86	Talco	$372
Hartley County	$786	Talty	$9,124
Haskell	$10,829	Tarrant County	$6,171,159
Haskell County	$22,011	Tatum	$972
Haslet	$1,908	Taylor	$57,945
Hawk Cove	$674	Taylor County	$351,078
Hawkins	$7,932	Taylor Lake Village	$412
Hawley	$931	Taylor Landing	$153
Hays	$506	Teague	$1,714
Hays County	$529,489	Tehuacana	$12
Hearne	$16,824	Temple	$280,747
Heath	$28,751	Tenaha	$4,718
Hebron	$687	Terrell	$148,706
Hedley	$70	Terrell County	$5,737
Hedwig Village	$13,067	Terrell Hills	$9,858
Helotes	$15,790	Terry County	$25,423
Hemphill	$8,035	Texarkana	$192,094
Hemphill County	$14,394	Texas City	$298,702
Hempstead	$21,240	Texhoma	$156
Henderson	$59,966	Texline	$865
Henderson County	$327,965	The Colony	$114,297
Henrietta	$2,720	The Hills	$1,004
Hereford	$20,423	Thompsons	$1,897
Hewitt	$19,776	Thorndale	$1,595
Hickory Creek	$16,510	Thornton	$270
Hico	$5,534	Thorntonville	$87
Hidalgo	$26,621	Thrall	$825
Hidalgo County	$1,253,103	Three Rivers	$4,669
Hideaway	$922	Throckmorton	$29
Higgins	$43	Throckmorton County	$5,695
Highland Haven	$320	Tiki Island	$2,178
Highland Park	$43,383	Timbercreek Canyon	$369
Highland Village	$50,315	Timpson	$12,642
Hill Country Village	$6,485	Tioga	$2,390
Hill County	$127,477	Tira	$185
Hillcrest	$5,345	Titus County	$70,611
Hillsboro	$46,609	Toco	$4
Hilshire Village	$859	Todd Mission	$1,680
Hitchcock	$28,796	Tolar	$2,369
Hockley County	$46,407	Tom Bean	$2,293

EXHIBIT A

Holiday Lakes	$1,795	Tom Green County	$282,427
Holland	$77	Tomball	$34,620
Holliday	$5,910	Tool	$14,787
Hollywood Park	$9,424	Toyah	$40
Hondo	$115,288	Travis County	$4,703,473
Honey Grove	$7,196	Trent	$63
Hood County	$292,105	Trenton	$3,089
Hooks	$2,702	Trinidad	$5,859
Hopkins County	$149,518	Trinity	$23,652
Horizon City	$7,520	Trinity County	$105,766
Horseshoe Bay	$48,173	Trophy Club	$29,370
Houston County	$78,648	Troup	$7,918
Houston	$7,021,793	Troy	$5,320
Howard County	$89,330	Tulia	$8,911
Howardwick	$84	Turkey	$737
Howe	$9,177	Tuscola	$138
Hubbard	$3,635	Tye	$1,766
Hudson	$6,840	Tyler	$723,829
Hudson Oaks	$15,637	Tyler County	$131,743
Hudspeth County	$985	Uhland	$1,545
Hughes Springs	$4,442	Uncertain	$185
Humble	$73,952	Union Grove	$994
Hunt County	$309,851	Union Valley	$666
Hunters Creek Village	$14,708	Universal City	$28,428
Huntington	$8,792	University Park	$50,833
Huntsville	$80,373	Upshur County	$128,300
Hurst	$99,187	Upton County	$8,499
Hutchins	$9,551	Uvalde	$18,439
Hutchinson County	$74,630	Uvalde County	$36,244
Hutto	$38,346	Val Verde County	$117,815
Huxley	$738	Valentine	$207
Idalou	$1,999	Valley Mills	$2,228
Impact	$8	Valley View	$1,824
Indian Lake	$473	Van	$6,206
Industry	$604	Van Alstyne	$43,749
Ingleside on the Bay	$142	Van Horn	$211
Ingleside	$40,487	Van Zandt County	$248,747
Ingram	$5,243	Vega	$974
Iola	$3,164	Venus	$9,792
Iowa Colony	$4,090	Vernon	$81,337

EXHIBIT A

Iowa Park	$23,487	Victoria	$84,598
Iraan	$56	Victoria County	$520,886
Iredell	$216	Vidor	$95,620
Irion County	$9,105	Vinton	$622
Irving	$427,818	Volente	$333
Italy	$5,349	Von Ormy	$513
Itasca	$8,694	Waco	$512,007
Ivanhoe	$26	Waelder	$3,427
Jacinto City	$14,141	Wake Village	$174
Jack County	$14,799	Walker County	$184,624
Jacksboro	$23,254	Waller County	$126,206
Jackson County	$37,984	Waller	$11,295
Jacksonville	$80,179	Wallis	$2,698
Jamaica Beach	$4,913	Walnut Springs	$183
Jarrell	$2,423	Ward County	$67,920
Jasper	$78,422	Warren City	$66
Jasper County	$248,855	Washington County	$83,727
Jayton	$63	Waskom	$5,346
Jeff Davis County	$8,500	Watauga	$33,216
Jefferson	$11,194	Waxahachie	$152,094
Jefferson County	$756,614	Weatherford	$207,872
Jersey Village	$36,347	Webb County	$505,304
Jewett	$9,338	Webberville	$1,280
Jim Hogg County	$12,718	Webster	$53,202
Jim Wells County	$166,539	Weimar	$5,830
Joaquin	$810	Weinert	$234
Johnson City	$3,581	Weir	$443
Johnson County	$408,692	Wellington	$9,111
Jolly	$26	Wellman	$383
Jones County	$22,001	Wells	$1,357
Jones Creek	$5,078	Weslaco	$73,949
Jonestown	$6,419	West	$3,522
Josephine	$881	West Columbia	$17,958
Joshua	$20,619	West Lake Hills	$17,056
Jourdanton	$9,600	West Orange	$42,452
Junction	$4,825	West Tawakoni	$6,995
Justin	$8,575	West University Place	$34,672
Karnes City	$11,632	Westbrook	$43
Karnes County	$35,249	Westlake	$41,540
Katy	$52,467	Weston	$266

EXHIBIT A

Kaufman	$27,607	Weston Lakes	$189
Kaufman County	$353,047	Westover Hills	$4,509
Keene	$38,296	Westworth Village	$7,842
Keller	$79,189	Wharton	$31,700
Kemah	$28,325	Wharton County	$72,887
Kemp	$6,419	Wheeler	$447
Kempner	$330	Wheeler County	$26,273
Kendall County	$100,643	White Deer	$1,273
Kendleton	$13	White Oak	$15,305
Kenedy	$676	White Settlement	$23,304
Kenedy County	$1,000	Whiteface	$155
Kenefick	$416	Whitehouse	$29,017
Kennard	$132	Whitesboro	$18,932
Kennedale	$21,024	Whitewright	$7,098
Kent County	$939	Whitney	$73
Kerens	$1,924	Wichita County	$552,371
Kermit	$5,652	Wichita Falls	$832,574
Kerr County	$218,452	Wickett	$87
Kerrville	$190,357	Wilbarger County	$55,124
Kilgore	$105,583	Willacy County	$24,581
Killeen	$535,650	Williamson County	$1,195,987
Kimble County	$20,480	Willis	$24,384
King County	$1,000	Willow Park	$26,737
Kingsville	$20,083	Wills Point	$43,765
Kinney County	$2,142	Wilmer	$426
Kirby	$8,752	Wilson	$12
Kirbyville	$10,690	Wilson County	$121,034
Kirvin	$2	Wimberley	$724
Kleberg County	$124,109	Windcrest	$12,908
Knollwood	$1,160	Windom	$1,087
Knox City	$1,962	Windthorst	$3,385
Knox County	$11,730	Winfield	$290
Kosse	$2,468	Wink	$120
Kountze	$19,716	Winkler County	$61,163
Kress	$186	Winnsboro	$28,791
Krugerville	$1,508	Winona	$319
Krum	$9,661	Winters	$6,229
Kurten	$686	Wise County	$289,074
Kyle	$51,835	Wixon Valley	$441
La Feria	$10,381	Wolfe City	$5,466

EXHIBIT A

La Grange	$9,623	Wolfforth	$4,022
La Grulla	$1,708	Wood County	$267,048
La Joya	$8,457	Woodbranch	$9,617
La Marque	$98,930	Woodcreek	$358
La Porte	$91,532	Woodloch	$1,012
La Salle County	$14,975	Woodsboro	$1,130
La Vernia	$3,217	Woodson	$122
La Villa	$572	Woodville	$20,340
La Ward	$321	Woodway	$25,713
LaCoste	$159	Wortham	$376
Lacy-Lakeview	$11,599	Wylie	$114,708
Ladonia	$2,011	Yantis	$2,072
Lago Vista	$13,768	Yoakum County	$34,924
Laguna Vista	$3,689	Yoakum	$20,210
Lake Bridgeport	$232	Yorktown	$5,447
Lake City	$2,918	Young County	$44,120
Lake Dallas	$25,314	Zapata County	$56,480
Lake Jackson	$75,781	Zavala County	$38,147
Lake Tanglewood	$613	Zavalla	$1,088
Lake Worth	$20,051		

EXHIBIT C

EXHIBIT A

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total ($700 million)

Health Care Region Allocation*: $693 million; Administrative Costs: $7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	$24,220,521
9	Dallas, Kaufman	$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	$12,124,354
15	El Paso, Hudspeth	$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	$23,042,947
18	Collin, Denton, Grayson, Rockwall	$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	$6,755,656
	Administrative Costs	$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

KEN PAXTON
ATTORNEY GENERAL of TEXAS

SUMMARY OF PROPOSED OPIOID SETTLEMENTS



SUMMARY OF PROPOSED OPIOID SETTLEMENTS

BACKGROUND

Texas, along with a broad coalition of states and subdivisions, has reached final agreements with four companies to resolve legal claims against for their role in the opioid crisis. One agreement is with opioid manufacturer Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

FINANCIAL TERMS

The two agreements provide for $26 billion in payments over 18 years, with $23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General. Subdivisions can only participate in the agreement if their state participates. Texas' combined share is almost $1.5 billion: $1.17 billion from the distributors and $268 million from J&J. Distribution within Texas is handled through an intrastate agreement between the state and litigating subdivisions. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments.

Once the state agrees to participate, then the more subdivisions that join, the more money everyone in Texas will receive. Future opioid litigation may result in suspension and reduction of payments. Even without full resolution of claims, states and subdivisions can still receive substantial payments by resolving a significant portion of current and future claims.

INJUNCTIVE TERMS

Both agreements both contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including an independent monitor, to prevent deliveries of opioids to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

HOW TO JOIN

To adopt the settlement and allocation schedule, you need to:

1. sign the Subdivision Settlement Participation Form;
2. adopt the Texas Term Sheet and its intrastate allocation schedule;
3. return both to **opioids@oag.texas.gov** .

The deadline for states to sign on is August 21, 2021. Subdivisions in participating states then have through January 2, 2022, to join.

FOR MORE INFORMATION, PLEASE VISIT:

www.texasattorneygeneral.gov/globalopioidsettlement

National Opioids Settlement
P.O. Box 43196
Providence, RI 02940-3196

NPD
321

122810016291
Postal Service: Please do not mark barcode
NPD AW-291-425
Christine Loven, TRMC City Secretary
100 Main St
Colleyville, TX 76034-2916

TO LOCAL POLITICAL SUBDIVISIONS: IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT. SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE. THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them. If your subdivision has already signed on to the settlements and adopted the Texas Term Sheet, you may disregard this notice.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements ("Settlements") have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, "Janssen").

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to $21 billion over 18 years and Janssen to pay up to $5 billion over no more than 9 years, for a total of $26 billion (the "Settlement Amount"). Of the Settlement Amount, approximately $22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states' and subdivisions' lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Texas has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Texas has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements to which your state has agreed. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

Your subdivision may have already signed on to the Settlements and adopted the Texas Term Sheet. If so, you may disregard this notice.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: https://nationalopioidsettlement.com/. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Office of the Attorney General of Texas has also set up a state-specific website, which may be found at: https://www.texasattorneygeneral.gov/globalopioidsettlement.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the Texas Attorney General's website to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. As part of the sign on process, your subdivision will need to submit the Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and your resolution adopting the Texas Term Sheet. Please also be sure to include in the Subdivision Settlement Participation Forms the identity and email address of the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about the Texas allocation agreement or legislation can be found on the Texas Attorney General's website and the national settlement website. The allocation section of the national settlement website will be supplemented as more intra-state allocation arrangements are finalized.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to Texas should you elect to participate in the Settlements, you should first visit https://www.texasattorneygeneral.gov/globalopioidsettlement and review Exhibit B of the Texas Term Sheet to determine if your subdivision is listed. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex, and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements, and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry;

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process well before the January 2, 2022, deadline to be an initial participating subdivision. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state, and we encourage you to discuss the terms and benefits of the Settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. A model resolution is available on the Texas Attorney General's Office website.

Third, submit to opioids@oag.texas.gov: your signed Subdivision Settlement Participation Forms (one for JNJ and one for the Distributors) and your resolution adopting the Texas Term Sheet. Continue monitoring your email for further communications.

We urge you to view the national settlement website and the Texas Attorney General's website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at: https://nationalopioidsettlement.com/ and https://www.texasattorneygeneral.gov/globalopioidsettlement.

Questions regarding the opioid Settlements can be directed to opioids@oag.texas.gov.

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.