



**Meeting of the City Council
June 13, 2023
Addison Conference Centre
15650 Addison Road
Addison, Texas 75001**

Email comments may be submitted using the Public Comment Form located on the Town's website by 3:00 pm the day of the meeting. The meeting will be live-streamed on Addison's website at www.addisontexas.net.

WORK SESSION

After determining that a quorum is present, the Addison City Council will convene for a Work Session beginning at 6:00 PM in the Council Work Room located at 15650 Addison Road in Addison, Texas.

Call Meeting to Order and Announce that a Quorum is Present

CLOSED SESSION

The Addison City Council will meet in the Council Work Room in a Closed Session pursuant to Texas Government Code, Chapter 551.071 (2) Advice from the City Attorney bona matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

- Zoning Case 1868 SUP

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene in Open Session to consider action, if any, on matters discussed in the Closed Session.

Immediately following the Closed Session, the City Council will meet in the Council Work Room to consider the following Work Session items.

1. Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 Second Quarter ended March 31, 2023.
2. Present and discuss a public art installation to honor public safety in Addison.

COUNCIL MEETING

After determining that a quorum is present, the Addison City Council will convene for a Council Meeting beginning at 7:30 PM in the Council Chambers located at 15650 Addison Road in Addison, Texas.

Call the Meeting to Order and Announce that a Quorum is Present

Pledge of Allegiance: United States and Texas Flags

Announcements and Acknowledgments

- Proclamation - 30th Anniversary of Chamberlain's Steak & Chop House

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 May 23, 2023 City Council Meeting.
4. Consider action on a Resolution appointing Bruce Arfsten, Town of Addison Mayor, as the Primary Representative and Bob Dubey, City of Richardson Mayor, as the Alternate to the aggregated position of Representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.

5. Consider action on an Ordinance amending Chapter 6, of the Code of Ordinances by amending alcoholic beverage fees, definitions, levy of fees by the Town, adding provisions for non-payment, permit review, and consumption in certain places.

Items for Individual Consideration

6. Hold a Public Hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) to allow a Religious Institution on 1.28± acres located at the northwest corner of Celestial Road and Winnwood Road (5555 Celestial Road) that is currently zoned Planned Development (PD), through Ordinance No. O91-038. Case 1868-SUP/5555 Celestial Road (White Rock Chapel). **THE APPLICANT HAS REQUESTED TO POSTPONE CONSIDERATION OF THIS ITEM TO THE JULY 11, 2023 COUNCIL MEETING.**
7. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Hawkers, located at 5100 Belt Line Road, Suite 430, in order to allow Hawkers to exceed the maximum number of attached wall signs per façade and for the attached wall sign to exceed the maximum letter/logo height. (Case MR2023-04/5100 Belt Line Road, Suite 430 - Hawkers).
8. Present, discuss, and consider action on a Resolution approving the installation of a public art piece created by artist David B. Hickman to be located within the Cotton Belt Trail Corridor.
9. Present, discuss, and consider action on a Resolution approving an agreement for professional engineering services between the Town of Addison and Teague Nall and Perkins, Inc. for the design of the Quorum Drive Reconstruction Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$4,421,647.
10. Present, discuss, and consider action on a Resolution authorizing publication of notice of intention to issue Town of Addison, Texas Certificates of Obligation; approving the preparation of a preliminary official statement and a notice of sale; and, providing for the effective date.

Items of Community Interest

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition; a reminder about an upcoming event organized or sponsored by the Town of Addison; information regarding a social, ceremonial, or community event that was or will be attended by an Addison City Council member or an official; and, announcements involving an eminent threat to public health and safety in Addison that has arisen since posting this agenda.

Adjourn Meeting

NOTE: The City Council reserves the right to meet in Closed Session 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 Closed 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: June 8, 2023

TIME POSTED: 5:00PM

DATE REMOVED FROM BULLETIN BOARD: _____

REMOVED BY: _____

Council Meeting

1.

Meeting Date: 06/13/2023

Department: Airport

Pillars: Excellence in Transportation Systems

Milestones: Leverage the new Customs facility to promote international travel use of the Airport
Leverage the use of the Airport to maximize business growth and expansion

AGENDA CAPTION:

Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 Second Quarter ended March 31, 2023.

BACKGROUND:

The purpose of this item is to provide an overview of key Airport performance measures for the second quarter of Fiscal Year 2023 (FY23), which ended on March 31, 2023. The report presents data on revenue, fuel flowage, and aircraft operations (take-offs and landings), including international operations. The report also includes a snapshot of the Airport's real estate portfolio. Highlights for the quarter include:

- record second quarter real estate revenue and total revenue;
- completion of final design for the Taxiway Bravo extension (phase 1);
- hosting of two significant events promoting use of the new U.S. Customs facility; and
- steady progress on multiple redevelopment and airport improvement projects.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - FY23 Q2 Airport Report

Addison Airport

2nd Quarter Update – Fiscal Year 2023

June 13, 2023

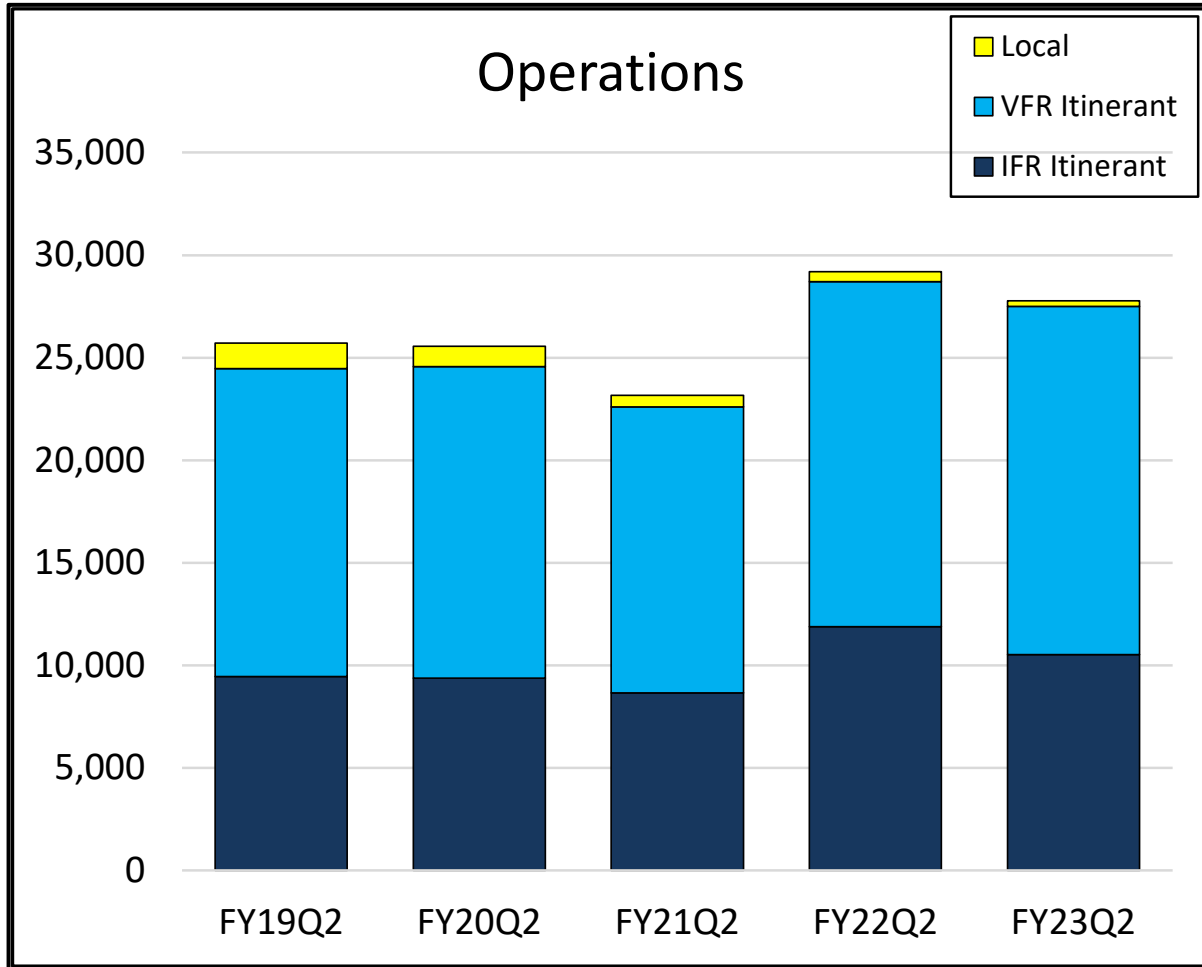
The logo for Addison Airport, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal line.

ADDISON

- **Statistics: FY23 Q2**
 - Aircraft Operations
 - International Operations
 - Fuel Flowage
 - Revenue
- **Projects and Progress**



FY23 Q2 Statistics – Aircraft Operations

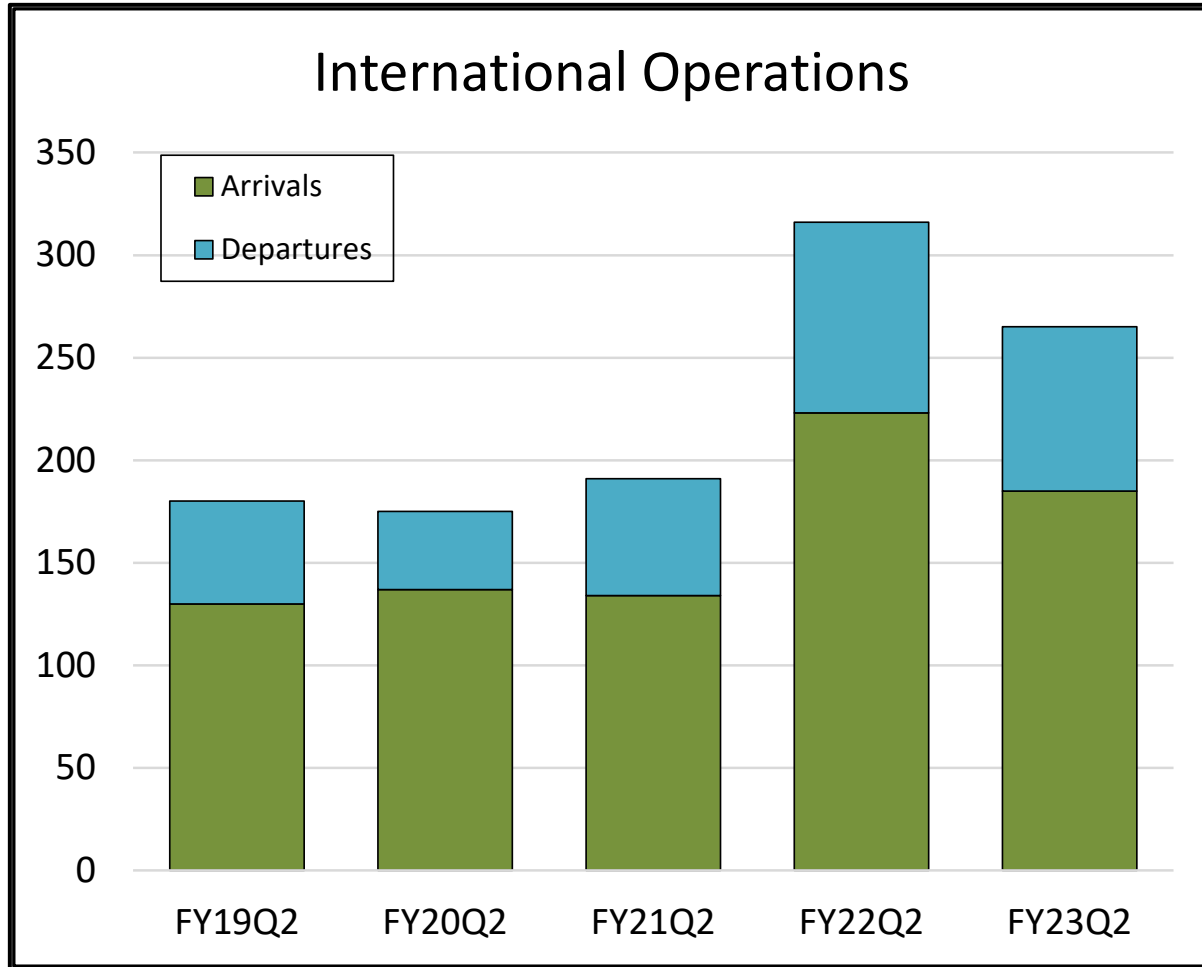


Instrument (IFR) Operations

- Down 11.5% from Q2 of FY22
- Up 21.6% over Q2 of FY21

Total Operations

- Down 4.8% from Q2 of FY22
- Up 20.0% over Q2 of FY21



International Arrivals

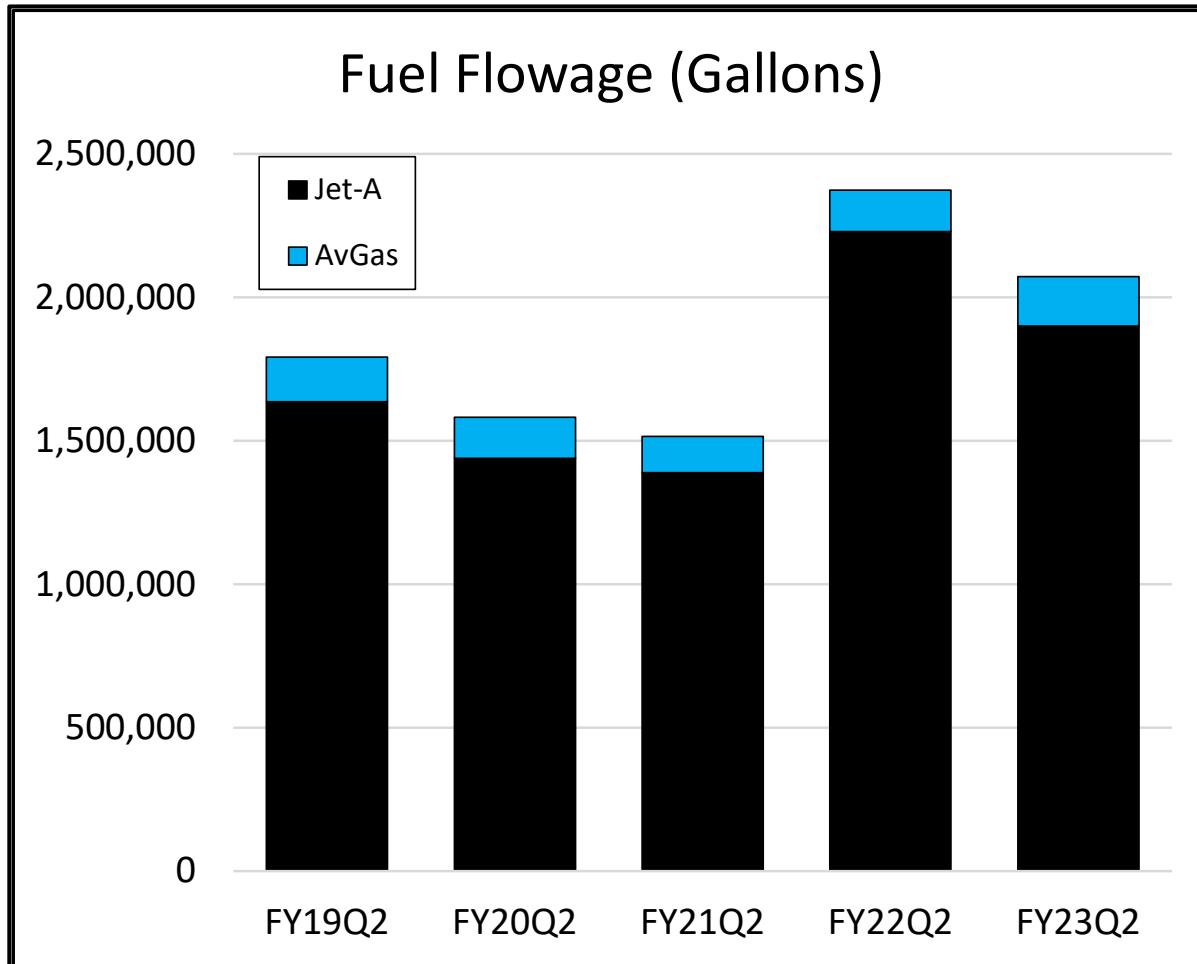
- Down 17.0% from Q2 FY22
- Up 38.1% over Q2 FY21

International Departures*

- Down 14.0% from Q2 of FY22
- Up 40.0% over Q2 of FY21

* International departures are undercounted because certain types of operations are not required to file with CBP at the departure airport (although they are still required to file with CBP).

FY23 Q2 Statistics – Fuel Flowage



Jet-A

- Down 14.8% from Q1 FY22
- Up 36.7% over Q1 FY21

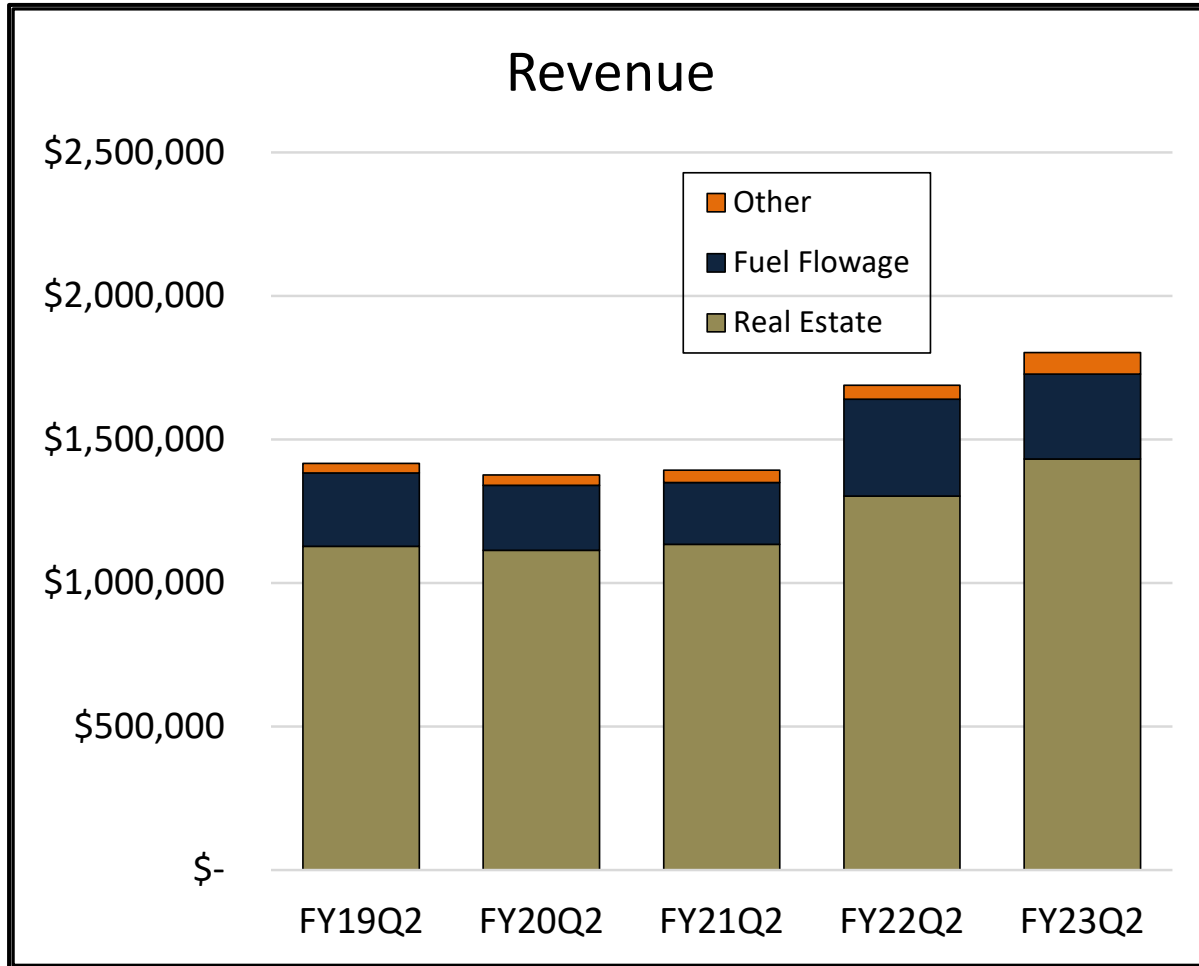
AvGas

- Up 19.4% over Q1 FY22
- Up 36.7% over Q1 FY21

Total Fuel Flowage

- Down 12.7% from Q1 of FY22
- Up 36.7% over Q1 of FY21

FY23 Q2 Statistics – Revenue



Real Estate Revenue

- Up 10.0% over Q2 FY22
- Up 26.3% over Q2 FY21

Fuel Flowage Fees

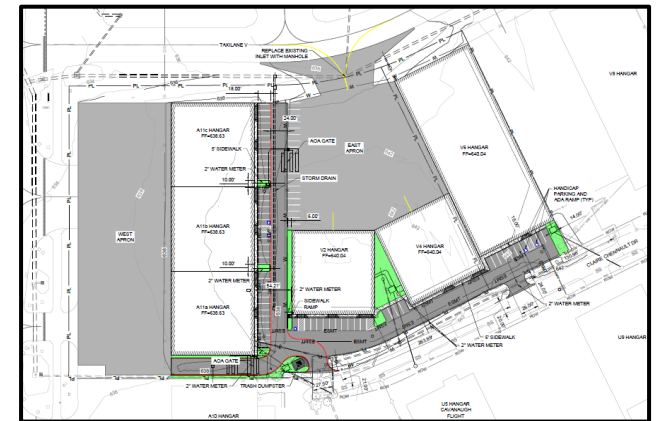
- Down 12.5% from Q2 of FY22
- Up 37.0% over Q2 of FY21

Total Revenue

- Up 6.7% over Q2 of FY22
- Up 29.5% over Q2 of FY21

Status Update – Approved Developments

- Sky Squared
 - Preliminary site demolition and remediation completed
 - Site and civil plans have been approved
 - Contractor given Notice to Proceed on June 7 for ramp and vehicle service road reconstruction work
- Atlantic Aviation FBO Redevelopment
 - No demolition or construction started yet
 - Ground lease amended to revise order of redevelopment
- Sky Harbour – Phase I (former Jetport site)
 - Pavement demolition has not commenced
 - Site plan and civil plans in final review
- Sky Harbour – Phase II (Taxilane Uniform site)
 - Site plan in development

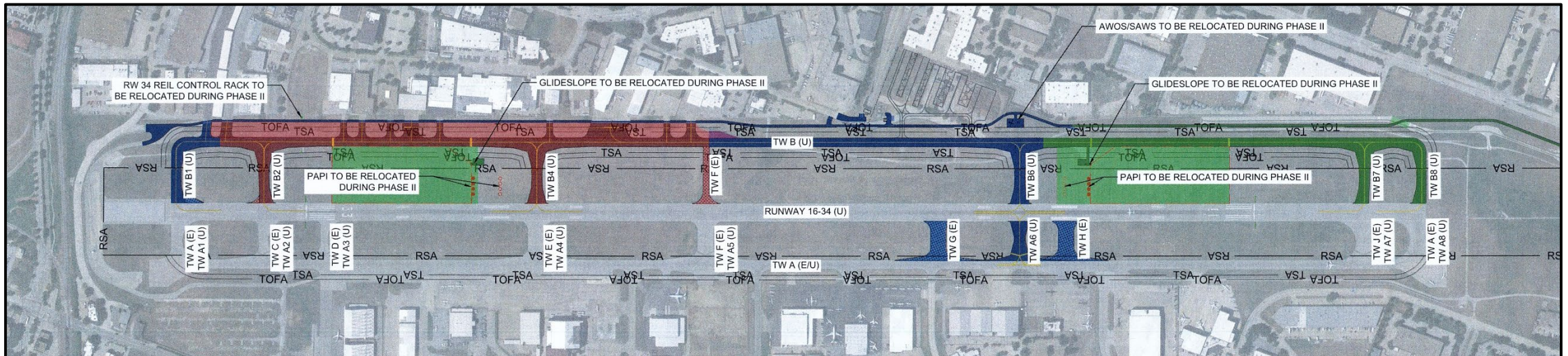


Addison Airport – Projects and Progress

Current Projects – Airport Improvement Program (AIP) Grants

Design for Taxiway Bravo extensions – completed

- FY21 AIP grant in the amount of \$805,000 (90% FAA, 10% local match).
- Preliminary Engineering Review (PER) for the full (three phase) project completed.
- Project (phase 1 construction) final design review completed; advertising for bids in June.
- Phase 1 construction project is planned to be advertised as a base bid with three additive alternates.
- Base bid package, phase 1 construction: extension of Taxiway Bravo north to Taxiway Hotel and extension of Taxiway Hotel west of the runway to connect to Taxiway Bravo.



Addison Airport – Projects and Progress

Current Projects – Airport Improvement Program (AIP) Grants

Construction of Taxiway Bravo extensions and west side service road (phase 1)

- Grant funding picture is still in flux; TxDOT has committed \$6.8 Million (including the Airport's 10% match) and the Airport has \$1.6 Million in BIL/AIG funding (theoretically) available.
- Available grant funding is less than the Engineer's Opinion of Probable Cost (EOPC) of approximately \$10 Million.
- Airport has applied for FY22 AIP supplemental discretionary grant funding for this project.
- Project will be advertised for bids in June, construction is now anticipated to begin in October 2023.
- The Taxiway Bravo extension (phase 1) will enable aeronautical development of a 4- to 5-acre land parcel on the west side of the airport, just north of the Toll Tunnel; will advertise an RFQ for the redevelopment opportunity.



Addison Airport Quarterly Update – Questions?



Council Meeting

2.

Meeting Date: 06/13/2023

Department: Parks & Recreation

Pillars: Optimize the Addison Brand
Gold Standard in Public Safety

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present and discuss a public art installation to honor public safety in Addison.

BACKGROUND:

During the October 13, 2020 Council Meeting, Council directed staff to create a memorial honoring fallen Addison Police Officer Ronnie Cox and to develop a plan for honoring public safety in Addison with a public art installation.

The memorial for Officer Ronnie Cox was dedicated on October 2, 2021.

Staff will present the plan to honor public safety with a public art installation and seek direction from the Council regarding the proposed art installation, location, and schedule.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Public Safety Art Installation

Public Safety Art Installation

June 13, 2023

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

- **October 2020** – Staff facilitated a discussion with Council regarding ways to honor fallen Officer Ronnie Cox. Council directed staff to develop a short-term solution that could be implemented in the near future to recognize fallen Officer Cox and his sacrifice. Council also directed staff to develop a long-term solution for a larger installation to honor public safety in Addison.
- **February 2021** – Staff made a presentation to Council proposing the following:

Short-term Recognition – Install a small plaza which would include a monument and a plaque near the Police Station that would honor Officer Ronnie Cox for his service to the Town.

Long-term Recognition Solution – Solicit a National Call for Art for a Public Safety Art Installation.

Council directed staff to proceed with both plans. In regards to the long-term additional direction was provided by Council:

Budget - Approximate budget for Artwork \$100,000 - \$150,000 other expenses such as sitework and design would be identified as project develops. This could potentially have a fundraising component.

Location - Adjacent to Transit Oriented Development (TOD) is preferred.

Timeframe – Do not wait for TOD development to be complete. Art may be fabricated prior to TOD development and installed in a temporary location.

Background

- **October 2021** – The Memorial for Fallen Officer Ronnie Cox has been completed and dedicated.



- **May 2022 – Present**

Implementation of long-term recognition solution began work includes:

- Formation of a steering committee.
- Developing and releasing a call for art and 15+ proposals were received
- Steering committee identified a potential location with the TOD
- Three artist / artist teams were selected to further develop concepts and make presentations.
- The steering committee identified Fritz Olsen, a Michigan artist, to recommend his concept installation.
- Staff presented proposed artwork to the TOD Developer and received positive feedback.

Proposed Art Installation Location



Proposed Art Installation Location

Proposed Location



Site Attributes

- New park located within TOD Development.
- Location has potential to be more than an installation. Park could be developed around a theme of Public Safety. This theme would be carried out in the name and site design of the site. Examples of potential names Heroes Park, Unity Park, Guardians Green or First Responders Commons, etc. The site could become the location of future ceremonies held by Police and Fire.
- Visible from Arapaho, Spectrum and the Cotton Belt Trail and DART Silver Line.

Proposed Temporary Art Installation Location



Temporary Site

- The sculpture would be complete prior to completion of the park.
- It would be installed at a temporary location until its permanent home is complete.
- Staff is proposing it be located in the Courtyard of the Conference and Theatre Center until it is relocated.

Examples of Artist's Work



Left to Right: Galileo, Carbonic Family and Prosperity by Fritz Olsen

Proposed Art Installation



- The design embodies the connection Addison has as a community with those that serve and protect.
- The central forms depicting Police in Blue and Fire in Red are grounding in the center of circle, the community ring. They are connected structurally and metaphorically to one another.
- The circle / community is tilted as to imply motion, change and progress. The upright forms carry strength and confidence standing shoulder to shoulder collaborating and protecting the community.
- The circle / community surrounds, embraces and supports the shining stars. Depending on the view the shapes appear to represent a torch, a blade or a star.

Proposed Art Installation



Public Safety Art Installation by Fritz Olsen

- Materials: Stainless Steel, Painted Steel, Stone, Lighting and Letters.
- Budget: \$150,000 Excluding Site Work and Circular Benches.
- Height: 12-14' Tall.
- View illustrates proposed sitework and etched Police Department badge emblem.

Proposed Art Installation



Public Safety Art Installation by Fritz Olsen

- Materials: Stainless Steel, Painted Steel, Stone, Lighting and Letters.
- Budget: \$150,000 Excluding Site Work and Circular Benches.
- Height: 12-14' Tall.
- View illustrates proposed sitework and etched Police Department badge emblem.

- Does Council support moving forward with Public Art Installation proposed by Fritz Olsen?
- Does Council support project budget of \$150,000 for fabrication, delivery and installation of the artwork?
- If so, is there feedback regarding the proposed schedule listed below?

Proposed Schedule

August 2023	City Manager's proposed budget includes funds for the artwork and site development.
October 2023	Contract for Artwork brought to Council for consideration of approval.
October 2023	Staff selects a landscape architect to develop plans for the sitework.
November 2023	Staff provides artist with a contract for fabrication, delivery and installation of the artwork.
November 2023	Fabrication of the Artwork begins.
September 2024	Fabrication of Concrete for temporary Location begins.
November 2024	Installation of the Artwork at temporary location.

Questions?

Council Meeting

3.

Meeting Date: 06/13/2023

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the May 23, 2023 City Council Meeting.

BACKGROUND:

The minutes for the May 23, 2023 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 23, 2023

DRAFT
OFFICIAL ACTIONS OF THE
ADDISON CITY COUNCIL

May 23, 2023

Addison Conference Centre – Council Chambers
15650 Addison Road, Addison, TX 75001
6:00 p.m. Executive Session & Work Session
7:30 p.m. Regular Meeting

Present: Mayor Bruce Arfsten; Mayor Pro-Tempore Eileen Resnik; Deputy Mayor Pro-Tempore Guillermo Quintanilla; Council Member Nancy Craig; Council Member Darren Gardner; Council Member Dan Liscio; Council Member Marlin Willesen

Call Meeting to Order: Mayor Arfsten called the meeting to order at 6:00 PM.

Pledge of Allegiance – U.S. Flag and Texas Flag: Mayor Arfsten led the Pledge to the U.S. and State of Texas Flags.

EXECUTIVE SESSION

Closed (Executive) Session: In accordance with Texas Government Code 551.071 (b) Advice from the City Attorney regarding:

- Zoning Case 1868 SUP

Mayor Arfsten closed the Open Meeting at 6:01 PM to convene the City Council into Closed Session.

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 Arfsten reconvened the City Council into Open Session at 7:51 PM. There was no action taken as a result of the Closed Session.

WORK SESSION

1. **Discuss meeting questions, responses, and handouts.** *[This item was WITHDRAWN by Mayor Arfsten. No discussion/action]*
2. **Present and discuss the Town of Addison Fiscal Year 2023 Second Quarter Financial Report.** *[Steven Glickman, Chief Financial Officer]*

The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of the fiscal quarter. This report covers the financial performance through the second quarter for Fiscal Year 2023 (January 1, 2023 - March 31, 2023). Key highlights for the second quarter include:

- General Fund revenue totaled \$34.7 million, which is 78.4 percent of the fiscal year budget.
- General Fund expenditures totaled \$20.5 million, which is 46.3 percent of the fiscal year budget.
- Sales tax collections totaled \$7.8 million, which is 54.1 percent of the fiscal year budget.
- The Hotel Fund had revenue of \$3.1 million, an increase of \$1.0 million from this time a year ago, and expenditures of \$1.8 million.
- Performing Arts expenditures are at 82.1 percent due to the payment of the WaterTower Theatre grant.
- Special Events revenues totaled 29.4 percent and expenses totaled 4.0 percent of the fiscal year budget because of the timing of events.
- Airport Fund operating revenue totaled \$3.6 million or 54.1 percent and operating expenditures totaled \$2.6 million or 47.0 percent of the fiscal year budget.
- Utility Fund operating revenue totaled \$7.2 million, or 46.8 percent and expenditures totaled \$8.1 million or 51.8 percent of the fiscal year budget.
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 2 of Fiscal Year 2023 was also provided for information purposes. This report has been prepared in accordance with state law and the Town's Financial Policies.

Investment Report Summary

	Book Value	Market Value	Interest Revenue	Weighted Average Yield-to- Maturity
3/31/2023	142,777,091	138,083,601	882,482	2.83%
12/31/2022	131,115,551	125,350,795	616,157	2.25%
Change	11,661,540	12,732,806	266,325	0.57%
% Change	8.89%	10.16%	43.22%	25.38%

3. **Present and discuss the proposed 2023 General Obligation Bonds and 2023 Certificates of Obligation.** *[Steven Glickman, Chief Financial Officer]*

The Town's proposed 2023 bond issuance program includes a total issuance in the amount of \$9,500,000 consisting of \$5,000,000 in General Obligation Bonds and \$4,500,000 in Certificates of Obligation. Since 2012, Addison voters have approved several bond programs to fund various

projects throughout Town. Once voter approval is secured, the City Council is authorized to issue general obligation bonds to pay for projects.

The proposed 2023 General Obligation Bond issuance totals \$5,000,000 and consists of \$5,000,000 from the authorized \$32,602,000 (\$0 issued to date), from Proposition B of the 2019 Bond Election for street improvements. The funds would be used for the reconstruction design of Monfort Drive (\$900,000) and Quorum Drive (\$4.1M). Design contracts for both projects are anticipated to be brought before Council in late spring or early summer of 2023.

The proposed 2023 Certificates of Obligation issuance totals \$4,500,000 and consists of the following:

- \$2,000,000 for public infrastructure improvements for the Vitruvian Development. The amended and restated master facilities agreement with UDR, that was approved by Council on June 25, 2013, commits the Town to approximately \$49.9M in public infrastructure investment. To date, approximately \$13M of the total commitment remains. After this proposed issuance, approximately \$11M of the total commitment will remain.
- \$2,500,000 for Airport Fund capital improvement projects supported and serviced by Airport Fund revenue. These projects include reconstruction of Jimmy Doolittle Road and the east side airport service road.

With the proposed issuance, and accounting for anticipated growth in taxable property values, the Interest and Sinking (I&S) tax rate is estimated to decrease from \$0.164740/\$100 in Fiscal Year 2023 to \$0.162192/\$100 in Fiscal Year 2024. The 2019 Bond Committee estimated that for Fiscal Year 2024 the I&S tax rate would be approximately \$0.2465/\$100, which is almost 52% higher than the current estimate for Fiscal Year 2024.

4. **Present and discuss an update on Taste Addison 2023** [*Abby Morales, Director of Special Events*]

Staff shared an update to the Council on the upcoming Taste Addison event scheduled for June 2-3, 2023. The presentation included information regarding tickets, entertainment, activities, participating restaurants, and media coverage.

REGULAR MEETING

Announcements and Acknowledgments Regarding Town, Activities, Council Meeting(s) and Events

Requests for clarification of agenda items listed on this agenda. *This section includes questions from members of the City Council direct to staff on any item listed on this agenda. Answers are compiled in a report and provided to the City Council and members of the public by clicking on Exhibit 1 of this item below. The link found within the document will provide access to the supporting documentation. The report will be available prior to the start of the meeting. Any handouts distributed at the meeting will also be uploaded to the below link by 12:00 pm on the business day following the meeting.*

Exhibit 1: Council Questions and Answers 5/23/2023 Meeting.

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.*

Speaker: Paul Walden, 14806 LeGrande Drive, requested that the Town follow and enforce laws regarding election petitions/signs and the use of the Town’s logo.

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 April 25, 2023 City Council Regular Meeting.**
6. **Consider Action on the Minutes from the May 17, 2023 City Council Special Meeting.**
7. **Consider action on RESOLUTION R23-047 appointing a voting member and alternative representative of the advisory committee for the Trinity River Authority's Central Wastewater Treatment System.**
8. **Consider action on RESOLUTION R23-048 approving a First Amendment to Ground Lease between the Town of Addison and Mercury Air Center – Addison, Inc. (d/b/a Atlantic Aviation FBO) and authorizing the City Manager to execute the necessary documents.**
9. **Consider action on RESOLUTION R23-049 consenting to the sale and assignment of the ground leasehold at 4575 Claire Chennault Drive from Claire Chennault Partners, LLC to RR Investments, Inc. (d/b/a Million Air - Dallas) and authorizing the City Manager to execute all necessary documents.**
10. **Consider action on RESOLUTION R23-050 supporting a Dallas Area Rapid Transit application to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside call for projects.**

Mayor Arfsten called for any requests for individual consideration of any item on the *CONSENT AGENDA*. Two requests were made to remove an item from the *CONSENT AGENDA* for separate discussion: (1) Deputy Mayor Pro-Tempore Quintanilla requested Item #7, and (2) Council Member Willesen requested Items #8 and #10.

Mayor Arfsten called for a Motion to Approve *CONSENT AGENDA* Items #5, #6, and #9 as presented.

MOTION: Council Member Gardner moved to approve *CONSENT AGENDA* Items #5, #6, and #9 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

***** Consent Agenda Item #7 *****

Director of Public Works & Engineering Shannon Hicks provided history as requested by Deputy Mayor Pro-Tempore Quintanilla.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve CONSENT AGENDA Item #7 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

***** Consent Agenda Item #8 *****

Assistant Director of Real Estate Bill Dyer provided information and history of Mercury Air Center – Addison, Inc. (dba Atlantic Aviation Fixed Base Operator) as requested by Council Member Willesen.

MOTION: Council Member Willesen moved to approve *CONSENT AGENDA* Item #8 as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

***** Consent Agenda Item #10 *****

Assistant Director of Parks Joe Pack provided information regarding the supporting resolution for DART to the Texas Department of Transportation 2023 call for grants as requested by Council Member Willesen.

MOTION: Council Member Willesen moved to approve *CONSENT AGENDA* Item #10 as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

REGULAR ITEMS

11. **Present, discuss, and consider action on RESOLUTION R23-051 approving a construction services agreement with Dean Electric, Inc. for Vitruvian Park Fitness Court and authorizing the City Manager to execute the agreement in an amount not to exceed \$234,959.** [Joe Pack, Assistant Parks Director]

On September 14, 2021, the Council approved a Resolution authorizing the purchase of Outdoor Fitness Court equipment with the intent of installing the equipment at Les Lacs Park. Based on resident input and Council direction, the location of the Outdoor Fitness Court was changed to Vitruvian Park.

The change to a new location necessitated amendments to the professional service agreements for the fitness court slab design and other engineering aspects of the project. The discovery of the unclassified fill at the new site requires the use of helical piers under the fitness court slab in lieu of a traditional slab on grade. The helical piers and other factors associated with the new location will increase the cost of the project.

The Vitruvian Park Fitness Court project was issued for competitive sealed proposal on Periscope March 20, 2023, under Bid Number 23-67. Four proposals were received on April 13, 2023 and the tabulation of those proposals is shown below.

VITRUVIAN PARK FITNESS COURT CONSTRUCTION BID TABULATION				
CONTRACTOR	DEAN ELECTRIC	APR GROUP	FAIN CONSTRUCTION	NORTH ROCK CONSTRUCTION
BASE BID	\$234,959	\$239,953	\$258,760	\$309,632
CONSTRUCTION DAYS (CAL)	65 DAYS	52 DAYS	120 DAYS	60 DAYS

Staff scored the proposals using information supplied by the contractors and deemed the offer from Dean Electric to represent the best value. They have also performed exceptionally well on two previous projects for Town staff.

The additional services required for the Vitruvian Park location have exhausted the available bond funds to construct the fitness court slab. Staff recommends this project be funded by an end-of-year budget amendment from Self-Funded Project Funds.

MOTION: Council Member Willesen moved to approve Resolution (**R23-051**) approving the construction services agreement with Dean Electric, Inc. Council Member Craig seconded the motion. Motion carried unanimously.

12. **Present, discuss, and consider action on RESOLUTION R23-052 approving the Early Termination of Ground Lease #0200-3504 between the Town of Addison and RR Investments, Inc. (d/b/a Million Air Dallas), located at 4550 Jimmy Doolittle Drive on the condition and subject to Council approving a replacement Ground Lease; and authorizing the City Manager to execute all necessary documents.** *[Bill Dyer, Assistant Airport Director - Real Estate]*

In June 2021, Addison Airport advertised a Request for Qualifications (RFQ) #21-77 for the redevelopment opportunity of the 1.8-acre unimproved parcel of airport land adjacent to the US Customs / Airport Administration offices. There was not enough interest to lead to further negotiations. In 2022, the airport reposted the 1.8-acre site's availability and received three favorable responses, including one from RR Investments, Inc. (RRI). RRI has been a tenant of good standing at Addison Airport since the early 1980s while doing business as Million Air Dallas.

Around the same time, RRI was the successful bidder and acquired the ground leasehold interests at 4550 Jimmy Doolittle Drive. This is a 2.25-acre parcel of airport land and improvements that is adjacent to the 1.8-acre unimproved parcel. The Town consented to this sale and assignment of leasehold interests in September 2022.

In part because of RRI's acquisition of the 4550 Jimmy Doolittle property, RRI became the preferred prospect to develop the 1.8-acre parcel next door. In October 2022, the Town entered a Letter of Intent with RRI to exclusively negotiate a new ground lease agreement to replace and supersede the underlying ground lease for 4550 Jimmy Doolittle. The new agreement would, among other things, include the above-described 1.8-acre unimproved vacant parcel of airport land and allow RRI to expand their commercial aeronautical facilities with the intent of enhancing their international operations.

RRI is requesting the Council approve this new ground lease agreement to include both properties so RRI can construct heavy aircraft apron to support their FBO operations and potentially to build a private international terminal building next to the US Customs offices.

Salient terms and conditions of the proposed ground lease and early termination agreement are discussed in the presentation.

Assuming RRI exercises their option for term extension, the estimated overall valuation of the proposed ground lease arrangement today is \$6,825,000 when considering RRI's minimum capital investment of \$5,500,000 plus the net present value (NPV) of the projected annual rentals over the term of \$1,325,000 when discounted at 10%.

RR Investments, Inc. 4550-4553 Jimmy Doolittle Dr.	
Airport Land Area (acres)	4.05
Annual Ground Rental (Stabilized)	\$132,875
Projected Cashflow Over Term (rd)	\$6,827,000
Net Present Value (Disc. @ 10%) (rd)	\$1,325,000
Tenant Minimum Capital Investment	\$5,500,000
Overall Projected Valuation (rd)	\$6,825,000

The proposed ground lease arrangement with RRI:

- Achieves the Town's Strategic Pillars and Milestones,
- Is consistent with the 2013 Airport Strategic Plan and 2014 Airport Master Plan,
- Enhances the Airport's annual revenue, and
- Increases the overall value of the Airport and community.

Million Air – Dallas President and COO Don Rickerhauser and VP and Manager of FBO Operations Jeff Zimmerman were present at this meeting and introduced to the City Council.

MOTION: Council Member Gardner moved to approve Resolution (**R23-052**) approving the Early termination of Ground Lease #0200-3504 with RR Investments, Inc. (dba Million Air Dallas as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

Adjourn Meeting

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 9:14 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

4.

Meeting Date: 06/13/2023

Department: City Manager

AGENDA CAPTION:

Consider action on a Resolution appointing Bruce Arfsten, Town of Addison Mayor, as the Primary Representative and Bob Dubey, City of Richardson Mayor, as the Alternate to the aggregated position of Representative to the Regional Transportation Council (RTC) of the North Central Texas Council of Governments.

BACKGROUND:

The Regional Transportation Council (RTC) is a forty-four (44) member independent transportation policymaking body which determines how regional transportation funds should be spent. The municipalities of Richardson and Addison share one RTC representative, rotate the RTC appointment, and collaborate to ensure the interests of both cities are represented. Because Richardson Mayor Pro Tem Janet DePuy's (the current RTC representative) term on the Richardson City Council ended in May 2023, a new appointment for the remainder of the RTC term ending June 30, 2024 needs to be made. This Resolution will appoint Addison Mayor Bruce Arfsten as the primary RTC representative, and Bob Dubey, Mayor of the City of Richardson, as the alternate.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Regional Transportation Council 2023

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING BRUCE ARFSTEN TO THE AGGREGATED POSITION OF REPRESENTATIVE, AND BOB DUBEY AS ALTERNATE TO THE AGGREGATED POSITION OF REPRESENTATIVE, TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, WHICH FRACTIONAL ALLOCATION MEMBERSHIP IS SHARED WITH THE TOWN OF ADDISON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, regional transportation planning and improved mobility are goals of the Town of Addison; and

WHEREAS, the Town of Addison desires to have a representative on the Regional Transportation Council;

WHEREAS, Janet DePuy served as Primary Representative on the Regional Transportation Council until her term on the Richardson City Council ended in May 2023; and

WHEREAS, Council Member Guillermo Quintanilla, Jr. is presently serving as Alternative Representative on the Regional Transportation Council.

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

SECTION 1. That Bruce Arfsten, Mayor of the Town of Addison, is hereby appointed to the Regional Transportation Council of the North Central Texas Council of Governments for the remainder of the term ending June 30, 2024.

SECTION 2. That Bob Dubey, Mayor of the City of Richardson, is hereby appointed as Alternate to the Regional Transportation Council of the North Central Texas Council of Governments for the remainder of the term ending June 30, 2024.

SECTION 3. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 13th day of JUNE 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

5.

Meeting Date: 06/13/2023

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Consider action on an Ordinance amending Chapter 6, of the Code of Ordinances by amending alcoholic beverage fees, definitions, levy of fees by the Town, adding provisions for non-payment, permit review, and consumption in certain places.

BACKGROUND:

During the 86th legislative session, HB 1545 effectively combined various licenses and permits issued by the Texas Alcoholic Beverage Commission (TABC). Chapter 6 of the Town's Code of Ordinances includes regulation of local permits for sales of alcoholic beverages. Several of the terms and fees referenced in Section 6-5 of the Code of Ordinances no longer apply as they were consolidated with the adoption of HB 1545. The amendments to the Ordinance as proposed eliminate terms and permit fees no longer utilized by the TABC. The amended Ordinance simplifies the fee structure by stating the Town shall collect annual fees in the amount of half the fee charged by the TABC. This change should prevent future amendments to this section of the Code of Ordinances due to legislative changes to the alcoholic beverage code.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Alcoholic Beverages

Redlined Ordinance - Alcoholic Beverages

ORDINANCE NO. O23-__

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, OF THE CODE OF ORDINANCES OF THE TOWN BY AMENDING ALCOHOLIC BEVERAGE FEES, DEFINITIONS, LEVY OF FEES BY TOWN; ADDING PROVISIONS FOR NON-PAYMENT, PERMIT REVIEW, AND CONSUMPTION IN CERTAIN PLACES; PROVIDING THAT THE CHANGES SHALL BE APPLIED BEGINNING IN 2023; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, there have been recent updates to state law governing the regulation of alcohol, including the rules and regulations promulgated by the Texas Alcohol and Beverage Commission related to local licensing, fees, and regulations applicable to establishments selling or serving alcoholic beverages; and

WHEREAS, the Town has reviewed Chapter 6 “Alcoholic Beverages” of the Town’s Code of Ordinances and determined that it is necessary to amend and update the same to ensure compliance with current state law.

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

SECTION 1. Chapter 6, “Alcoholic Beverages” of the Code of Ordinances of the Town of Addison, Texas is hereby amended and restated to comply with the current regulations adopted by the Texas Alcohol and Beverage Commission, to read as follows:

“Chapter 6, Alcoholic Beverages

Sec. 6-1. 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:

Special event means any event which is sponsored in whole or in part by the town. Special events shall include, but are not limited to: Addison Kaboom!®, Addison After Dark, Oktoberfest, Taste Addison, Vitruvian Park Events and other events as designated by the city council.

State license means a license issued by the state or one of its agencies.

Sec. 6-2. State law to control.

Nothing in this chapter shall be construed or interpreted to conflict with the state Alcoholic Beverage Code, V.T.C.A., Alcoholic Beverage Code § 1.01 et seq. The provisions of this chapter shall be subject to the limitations of such code and such code shall control. The municipal court of the town shall have jurisdiction of any offense under this chapter and under state law only where the constitution and the general law of this state confer such jurisdiction thereon.

Sec. 6-3. Restriction of sale of alcoholic beverages; Consumption of alcoholic beverages in certain public places.

- (a) Sale of alcoholic beverages for off-premises consumption shall be restricted to that certain area in the town which is described by the town Charter section 11.04. Nothing in this chapter shall conflict with said section of the town Charter.
- (b) It shall be unlawful for any person to consume any alcoholic beverage in any public or commercial parking area or a private multi-tenant residential parking area, or in any public street, alley or sidewalk in the city, with the following exceptions:
 - 1. Persons consuming alcoholic beverage on property that is permitted or licensed by the Texas Alcoholic Beverage Commission to serve alcohol beverages; or
 - 2. Persons consuming alcoholic beverages on property permitted for a Special Event where such permit authorizes the service of alcohol.
 - 3. Persons consuming alcoholic beverages on property permitted for a Special Event where such permit authorizes the service of alcohol.

Sec. 6-4. Zoning laws to be complied with; Application review.

- (a) All persons and entities affected by this chapter shall comply with the zoning code and ordinances of the town.
- (b) Prior to issuing a town license to applicant for the proposed location, the town secretary shall certify whether the location is authorized to sell or serve alcoholic beverages for on-premises or off-premises consumption, as applicable, in compliance with the zoning ordinance.
- (c) A Special Use Permit (SUP) shall be obtained for any establishment to sell or serve alcoholic beverages for on-premises or off-premises consumption in conformance with the SUP process provided in the zoning ordinance.

Sec. 6-5. Fees; License required.

- (a) There is hereby levied and assessed and shall be collected by the town annual fees in the amount equal to one-half the fee charged by the state for the license issued by the Texas Alcoholic Beverage Commission, except when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code. The town license and permit fees shall be paid to the town at the same time the state license and permit fees are paid to the state.
- (b) The license issued under the provisions of the state alcoholic beverage code shall be prima facie proof of the classification of the occupation upon which the tax is levied and shall be the sole basis of determination of the amount of the town's license fee.
- (c) The license fees provided by this section shall be collected by the town and shall be paid by every person engaging in such business for which a license is required under the provisions of the state alcoholic beverage code, and the town shall issue to the person the proper license.
- (d) It shall be unlawful for a person engaged in such business within the territorial and corporate limits of the town, for which a license is required under the provisions of the state alcoholic beverage code, without having first been issued a license from the town and having paid the town a license fee.

Sec. 6-6. Special events.

No person shall bring, carry or transport any alcoholic beverages into or onto any site in which a Special Event is taking place and where alcohol is being sold.”

SECTION 2. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00) in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 3. 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 3. All ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law, the Town Charter, or ordinance.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the 13th day of JUNE 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Whitt Wyatt, City Attorney

Chapter 6 ALCOHOLIC BEVERAGES¹

Sec. 6-1. 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:

Special event means any event which is sponsored in whole or in part by the town. Special events shall include but not limited to: ~~Airfair Addison, Founder's Day, Grand Prix, Addison Kaboom!®, Addison After Dark, Oktoberfest, Taste Addison, Vitruvian Park Events~~ and other events as designated by the city council.

State license means a license issued by the state or one of its agencies.

(Code 1982, § 3.1-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 6-2. State law to control.

Nothing in this chapter shall be construed or interpreted to conflict with the state Alcoholic Beverage Code, V.T.C.A., Alcoholic Beverage Code § 1.01 et seq. The provisions of this chapter shall be subject to the limitations of such code and such code shall control. The municipal court of the town shall have jurisdiction of any offense under this chapter and under state law only where the constitution and the general law of this state confer such jurisdiction thereon.

(Code 1982, § 3.1-2)

State law reference(s)—Preemptive nature of Alcoholic Beverage Code, V.T.C.A., Alcoholic Beverage Code § 1.06.

Sec. 6-3. Restriction of sale of alcoholic beverages; Consumption of alcoholic beverages in certain public places.

(a) Sale of alcoholic beverages for off-premises consumption shall be restricted to that certain area in the town which is described by the town Charter section 11.04. Nothing in this chapter shall conflict with such section of the town Charter.

(b) It shall be unlawful for any person to consume any alcoholic beverage in any public or commercial parking area or a private multi-tenant residential parking area, or in any public street, alley or sidewalk in the city, with the following exceptions:

1. Persons consuming alcoholic beverage on property that is permitted or licensed by the Texas Alcoholic Beverage Commission to serve alcohol beverages; or

¹Cross reference(s)—Businesses, ch. 22; alcoholic beverages prohibited in parks, § 58-39.

State law reference(s)—Local regulation of alcoholic beverages, V.T.C.A., Alcoholic Beverage Code § 109.31 et seq.

2. Persons consuming alcoholic beverages on property permitted for a Special Event where such permit authorizes the service of alcohol.

(c) Any person found guilty of violating the terms of this section shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be punished as provided in section 1-4(b).

(Code 1982, § 3.1-3)

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Sec. 6-4. Zoning laws to be complied with; Application review.

(a) All persons and entities affected by this chapter shall comply with the zoning code and ordinances of the town.

(b) Prior to issuing a city permit to applicant for the proposed location, the city secretary shall certify whether the location is authorized to sell or serve alcoholic beverages for on-premises or off-premises consumption in compliance with the zoning ordinance.

(c) A Special Use Permit (SUP) shall be obtained for any establishment to sell or serve alcoholic beverages for on-premises or off-premises consumption process outlined in zoning ordinance.

(Code 1982, § 3.1-4)

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Cross reference(s)—Zoning, app. A.

Sec. 6-5. ~~Levy of fees by town. Fees; License required.~~

(a) There is hereby levied and assessed and shall be collected by the town of annual fees in amounts equal to one-half ~~the fee charged by the state for the license issued by the Texas Alcoholic Beverage Commission, except when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code. The city license and permit fees shall be paid to the city at the same time the state license and permit fees are paid to the state.~~ of those payable to the state pursuant to the following provisions:

- ~~(1) Package store permit—V.T.C.A., Alcoholic Beverage Code ch. 22.~~
- ~~(2) Local distributor's permit—V.T.C.A., Alcoholic Beverage Code ch. 23.~~
- ~~(3) Wine only package store permit—V.T.C.A., Alcoholic Beverage Code ch. 24.~~
- ~~(4) Wine and beer retailer's permit—V.T.C.A., Alcoholic Beverage Code ch. 25.~~
- ~~(5) Wine and beer retailer's off premise permit—V.T.C.A., Alcoholic Beverage Code ch. 26.~~
- ~~(6) Mixed beverage permit—V.T.C.A., Alcoholic Beverage Code ch. 28.~~
- ~~(7) Mixed beverage late hours permit—V.T.C.A., Alcoholic Beverage Code ch. 29.~~
- ~~(8) Daily temporary mixed beverage permit—V.T.C.A., Alcoholic Beverage Code ch. 30.~~
- ~~(9) Caterer's permit—V.T.C.A., Alcoholic Beverage Code ch. 31.~~

(b) The ~~permit license~~ issued under the provisions of the state alcoholic beverage code shall be prima facie proof of the classification of the occupation upon which the tax is levied and shall be the sole basis of determination of the amount of the license fee.

~~(c) The following are exempt from the fee authorized in this chapter:~~

- ~~(1) Agent's, airline beverage, passenger train beverage, industrial, carrier's, private carrier's, private club registration, local cartage, storage and temporary wine and beer retailer's permits;~~

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~~(2) A wine and beer retailer's permit issued for a dining, buffet, or club car; and~~

~~(3) A mixed beverage license during the three-year period following the initial issuance of the state license.~~

~~(c)~~ It shall be unlawful for a person engaged in such business within the corporate limits of the town, for which a ~~permit or~~ license is required under the provisions of the state alcoholic beverage code, without having been issued a license and having paid the town a license fee and then having received a receipt for such transaction.

~~(d)~~ The license fees provided by this section shall be collected by the town's ~~director of finance~~ and shall be paid by every person engaging in such business for which a ~~permit or~~ license is required under the provisions of the state alcoholic beverage code, and the ~~director of finance town~~ shall issue to the person the proper license, ~~which shall state on its face for what it is issued, the date when it will expire, and by whom and where such business is to be conducted, and shall describe the place where such license is to be kept and state what type of business is to be permitted under the license. No license is transferable.~~

(Code 1982, §§ 3.1-5—3.1-10)

State law reference(s)—Fees authorized, V.T.C.A., Alcoholic Beverage Code §§ 11.38 , 61.36 .

Sec. 6-6. Special events.

No person shall bring, carry or transport any alcoholic beverages into or onto any site in which a special event is taking place and where alcohol is being sold.

(Code 1982, § 3.1-11)

Sec. 6-7. ~~Proof of compliance with alcoholic beverage code required. Late fees, non payment.~~

~~It shall be a condition precedent to the issuance of any license by the town as provided for in this chapter that the person shall furnish appropriate evidence to show that all provisions of the state Alcoholic Beverage Code, V.T.C.A., Alcoholic Beverage Code § 1.01 et seq., and any amendment thereto have been fully met, and that the person has been issued a license to engage in such business by the tax collector of the county.~~

~~(Code 1982, § 3.1-9; Ord. No. 087-027, § 1, 6-9-1987)~~

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Council Meeting

6.

Meeting Date: 06/13/2023

Department: Development Services

AGENDA CAPTION:

Hold a Public Hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) to allow a Religious Institution on 1.28± acres located at the northwest corner of Celestial Road and Winnwood Road (5555 Celestial Road) that is currently zoned Planned Development (PD), through Ordinance No. O91-038. Case 1868-SUP/5555 Celestial Road (White Rock Chapel). **THE APPLICANT HAS REQUESTED TO POSTPONE CONSIDERATION OF THIS ITEM TO THE JULY 11, 2023 COUNCIL MEETING.**

BACKGROUND:

The applicant has requested to postpone consideration of this item until the July 11, 2023 Council Meeting. Staff will re-notice this item in accordance with State law.

RECOMMENDATION:

Administration recommends approval of this request to postpone consideration to the July 11, 2023 City Council Meeting.

Council Meeting

7.

Meeting Date: 06/13/2023

Department: Development Services

AGENDA CAPTION:

Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Hawkers, located at 5100 Belt Line Road, Suite 430, in order to allow Hawkers to exceed the maximum number of attached wall signs per façade and for the attached wall sign to exceed the maximum letter/logo height. (Case MR2023-04/5100 Belt Line Road, Suite 430 - Hawkers).

BACKGROUND:

Hawkers is a new restaurant located within Village on the Parkway at 5100 Belt Line Road, Suite 430. Hawkerc is nearing completion and during the sign review process, staff determined that the proposed signage did not comply. The restaurant group submitted permits for two signs on the west facade including the restaurant name and the logo, with the proposed logo sign exceeding the maximum height. A Meritorious Exception to the Village on the Parkway Special District within the Town's sign code is necessary to allow an additional attached wall sign, as only one is permitted by right, and to allow that sign to exceed the maximum logo height.

Hawkerc has proposed a neon wall sign, featuring their logo, that is 74 inches tall and 74 inches wide, with an effective sign area of 38 square feet. The bottom of the sign is situated approximately 13 feet above grade. The restaurant's logo is 50 inches tall. The sign will be illuminated with skeletal neon. The second sign proposed included the restaurant name, also illuminated with skeletal neon. This sign is 30 inches tall and 228 inches wide, with an effective area of 89 square feet. The bottom of the sign is situated approximately 12.5 feet above grade.

Per the Village on the Parkway Special Sign District, each establishment is only allowed one attached wall sign per façade. The applicant has proposed two attached wall signs on the west façade, creating the need for a Meritorious Exception. Additionally, the proposed 50-inch-tall logo sign exceeds the maximum logo height of 36 inches by 14 inches, also requiring a Meritorious Exception.

The applicant is pursuing a Meritorious Exception to the sign ordinance based on the below code provision:

- 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 does not believe that the criteria has been met for a Meritorious Exception to allow an additional sign on the west façade. Allowing an additional sign beyond what is permitted in the Special District undermines the intent of the regulations, which is one attached wall sign per facade, and deviates from the consistent amount of signage throughout the shopping center. Additionally, the proposed sign features the restaurant's logo, therefore is commercial in nature and does not constitute art.

Staff believes the criteria has been met for a Meritorious Exception to allow the sign to exceed the maximum logo height by 14 inches. The proposed sign is unique as it is a circle that only features one symbol, the restaurant's logo, with no additional letters or graphics. The proposed sign utilizes 38 square feet of the allowed 138 square feet of sign area, but due to the logo height requirement and the Hawkers' logo design, the restaurant is more constrained than other establishments that may have asymmetrical or linear signage. Additionally, the proposed sign provides a sign that is more appropriately scaled to the tower.

As recommended by staff, Hawkers would have the option to utilize either their logo sign or the restaurant name, however, not both. If Hawkers wished to integrate the logo sign with the restaurant name sign, to create a single sign, that could resolve this issue as well.

RECOMMENDATION:

Administration recommends denial of the Meritorious Exception to allow Hawkers to exceed the maximum number of attached wall signs per façade and approval of the Meritorious Exception to allow an attached wall sign to exceed the maximum logo height.

Attachments

MR2023-04 Presentation

MR2023-04 Ordinance

MR2023-04 Plans

MR2023-04 Rendering

**Hawkers
Meritorious Exception
(MR2023-04)**

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

ADDISON

Case MR2023-04 Hawker's

ADDISON

LOCATION:

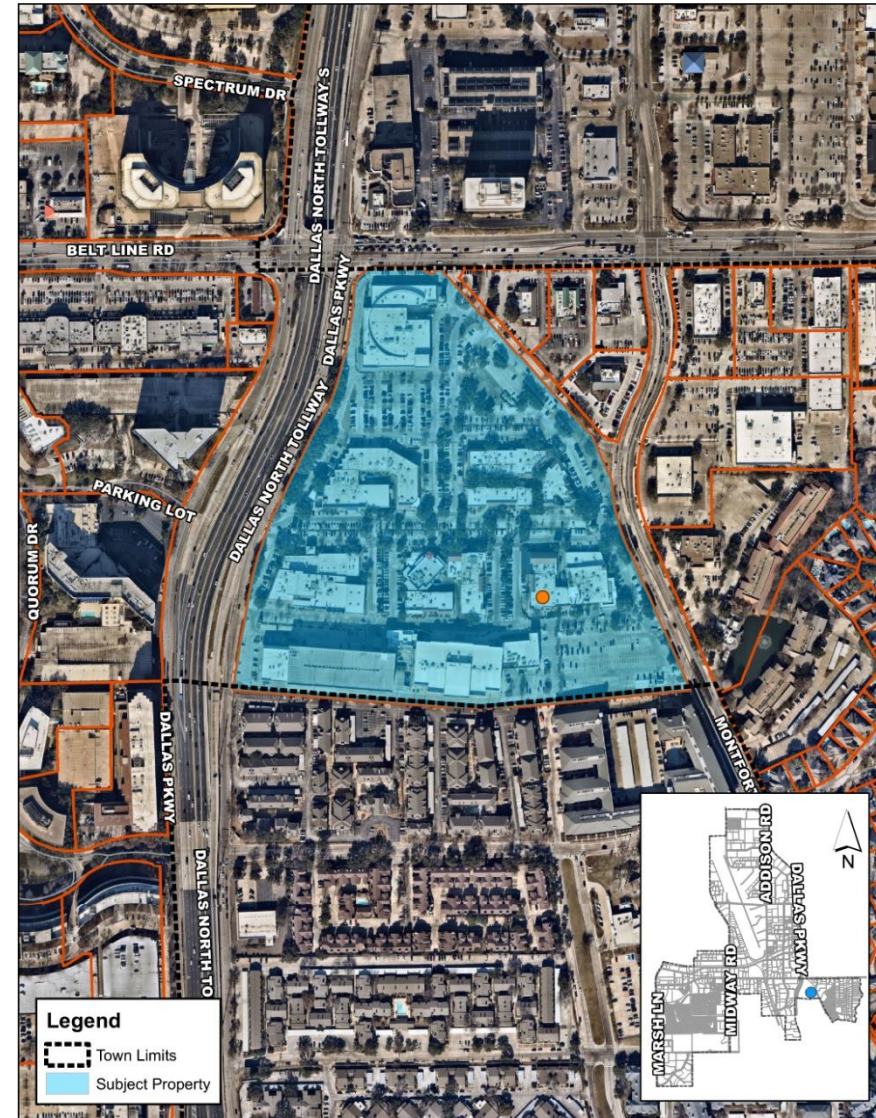
5100 Belt Line Road, Suite 430

REQUEST:

Approval of a Meritorious Exception to exceed the maximum number of attached wall signs per façade and for an attached wall sign to exceed the maximum permitted letter/logo height for a new restaurant, Hawkers.

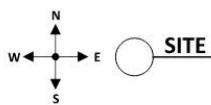
ACTION REQUIRED:

Discuss and consider action on the appropriateness of the proposed sign code meritorious exception request.

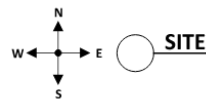
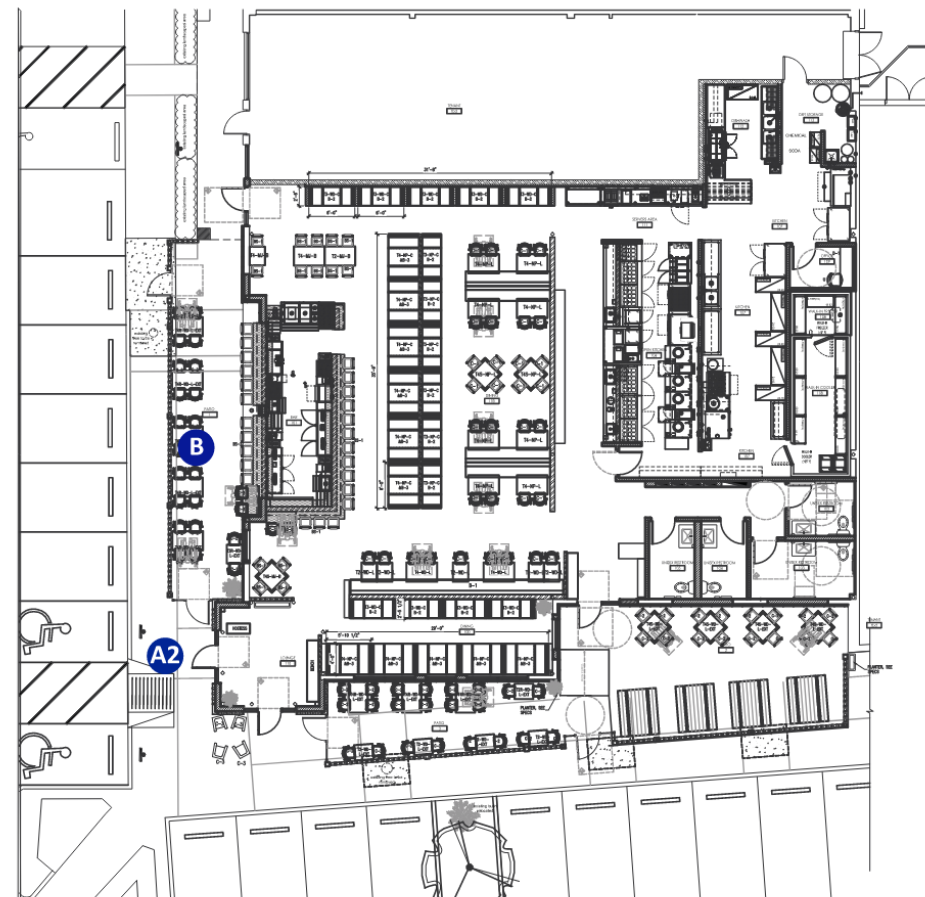


Case MR2023-04 Hawker's

ADDISON



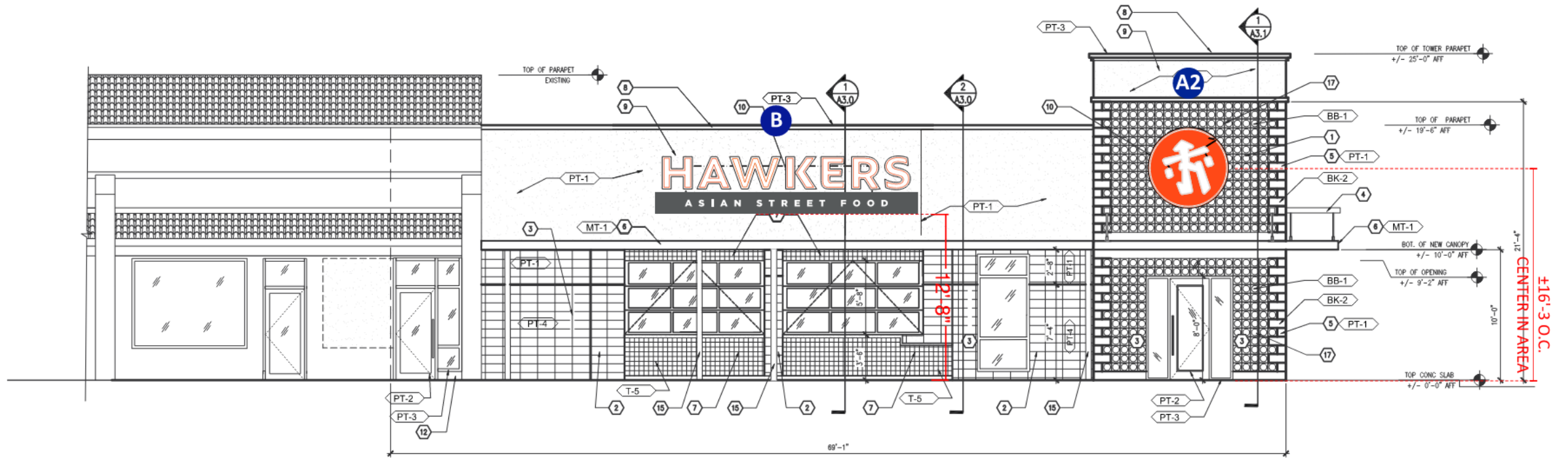
NTS



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

Case MR2023-04 Hawker's

ADDISON

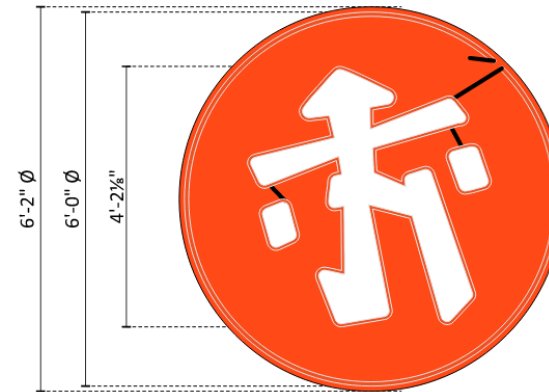


WEST ELEVATION

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

SIGN CODE COMPLIANCE REVIEW

- The proposed wall sign exceeds the maximum number of signs per façade and exceeds the maximum letter/logo height permitted by the Village on the Parkway Special District sign regulations.
- Applicant Justification:
 - The additional logo sign adds character and artistically draws attention to the restaurant entrance.
 - The logo sign highlights the architectural building element (tower) and adds an artistic element to the façade.



OPTION 1

A2 SKELETAL NEON WALL SIGN
ONE [1] REQUIRED-MANUFACTURE & INSTALL

SCALE: 1/2" = 1'-0"
38.03 SQFT



NOTE! NEW BRAND ARTWORK

B OPEN FACE NEON LETTERS - REMOTE
ONE [1] REQUIRED - MANUFACTURE & INSTALL

SCALE: 1/2" = 1'-0"
89.11 SQFT

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.

Does not meet hardship criteria:

- Exceeding the maximum number of signs on the west façade does not meet the hardship criteria and it is not considered art as it is commercial in nature. The additional sign undermines the intent of the special district and deviates from the consistency of signage throughout the center.

Does meet hardship criteria:

- Exceeding the maximum logo height does meet the hardship criteria as the logo height requirement creates additional constraints for this logo design compared to other asymmetrical or linear signs. The proposed sign is appropriately scaled for the building.

RECOMMENDATION:

- Staff recommends **denial** of the request to allow Hawkers to exceed the maximum number of attached wall signs per façade.
- Staff recommends **approval** of the request to allow Hawkers proposed attached wall sign to exceed the maximum logo height.

As recommended by staff, Hawkers would have the choice to use either the logo sign or the restaurant name, but not both.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR HAWKERS, A RESTAURANTS LOCATED AT 5100 BELT LINE ROAD, SUITE 430, TO EXCEED THE MAXIMUM NUMBER OF PERMITTED SIGNS PER FAÇADE AND TO EXCEED THE MAXIMUM PERMITTED LETTER/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, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and positively contributes to the visual aesthetic 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 for Hawkers, a restaurant located at 5100 Belt Line Road, Suite 430, to allow two attached wall signs on the same façade and to allow an attached wall sign to exceed the maximum permitted letter/logo height, as depicted in **Exhibit A**. 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 and No/100 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 **13TH** day of **JUNE** 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

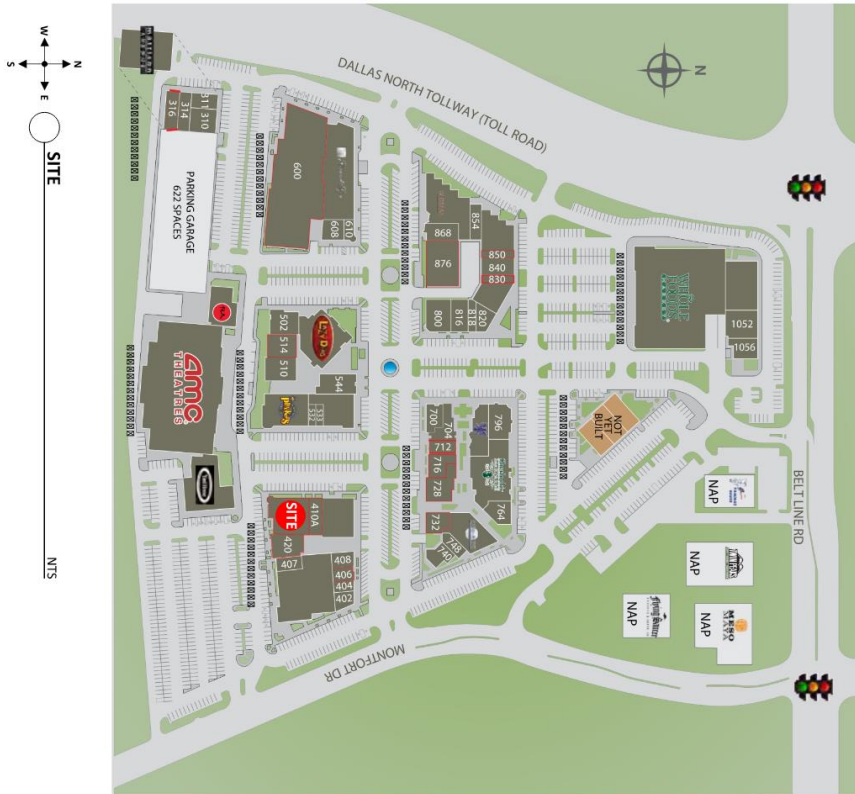
ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt L. Wyatt, City Attorney

EXHIBIT A



Design #
065562843

Sheet 1 of 6

Client
HAWKERS

Address
5100 BELLEVUE RD.
SUITE 400
ADDISON, TX

Account
Rep.
K MOLTZ

Designer
B. VERABODE

Date
03/29/23

Approval / Date

Client
Sales
Estimating
Project Management
Fielding
Inspection

Revision / Date

R1: 03/21/23 (A) DELETE
DP1 & 2
R2: 04/11/23 (A) ADD OPT
R3: 04/21/23 DELETE A1

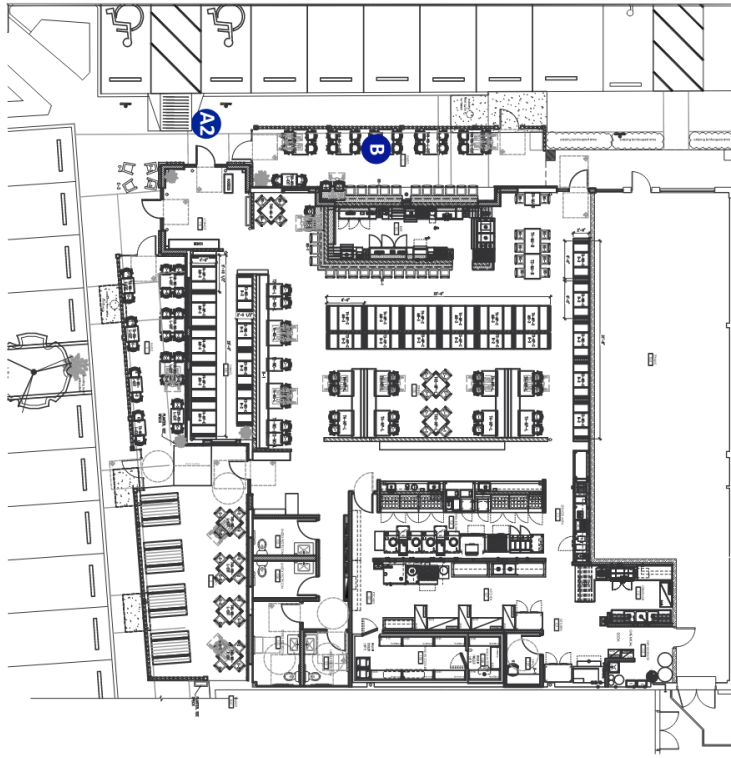


CHANDLER SYSTEMS
12138 AM WINDYBROOK
SUITE 1000
DALLAS, TEXAS 75244
214.343.7800
www.chandler-systems.com

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

EXHIBIT A



HAWKERS
CONSULTING ENGINEERS

Design # 0635678A/3
Sheet 2 of 5
Client HAWKERS
Address 5100 BELT LINE RD.
SITE 489 X
ADDISON, TX

Account K. MOLTZ
Designer B. VELARDE
Date 03/29/23

Approval / Date
Client
Sales
Estimating
ATC
Engineering
Revision/Date
R136/02/23 (A) DELETE
OP T 1 & 2
R236/04/1/23 (A) ADD OP T
R336/04/2/23 DELETE A1

CHANDLER
SERVICES

Headquarters 5205 Southwestern Blvd.
Suite 1000
Dallas, TX 75236
Tel: 214.343.7300
Fax: 214.343.7301

San Antonio 1118 W. River Avenue
San Antonio, TX 78204
Tel: 210.353.7222
Fax: 210.353.7223

Northeast US 2010 North 70th Street, 201
Phoenix, AZ 85018
Tel: 480.344.2200
Fax: 480.344.2201

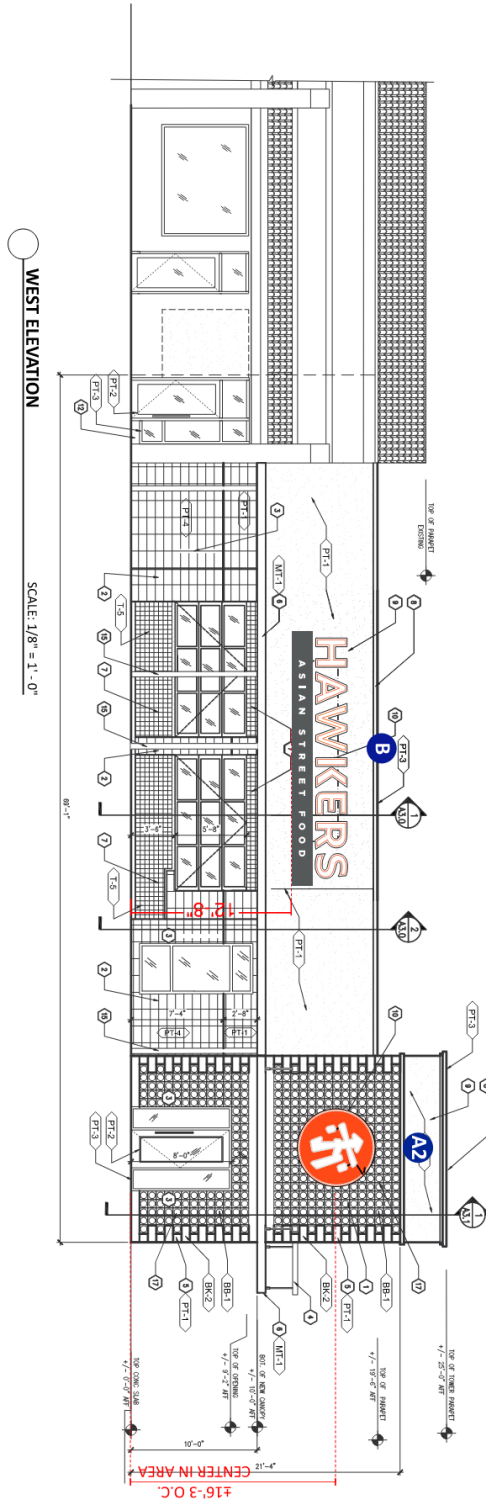
Orange 1111 Woodway Drive
Houston, TX 77067
Tel: 281.416.8600
Fax: 281.416.8601

South Texas P.O. Box 173
Houston, TX 77202
Tel: 281.416.8600
Fax: 281.416.8601

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FINAL ELECTRICAL CUSTOMER

EXHIBIT A



Design #	065957843
Sheet	3 of 6
Client	HAWKERS
Address	5100 STEAKHOUSE RD ADDISON, TX
Account	K.MOITZ
Rep.	
Designer	BYELABODE
Date	03/29/23
Approval / Date	
Sales	
Estimating	
Fielding	
Marketing	
Revision/Date	
	R1:03/21/23 (A) DELETE
	DP1 I & 2
	R2:04/11/23 (A) ADD OPF
	R3:04/21/23 DELETE A1

EXHIBIT A

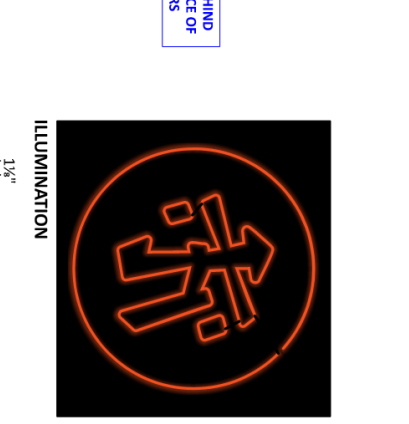


OPTION 1

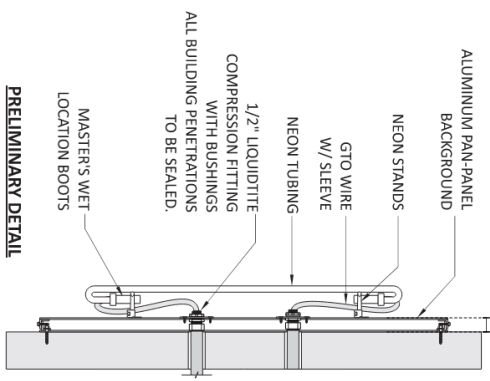
A2 SKELETAL NEON WALL SIGN
 ONE [1] REQUIRED MANUFACTURE & INSTALL
 SCALE: 1/2" = 1'-0"
 38.03 SQFT

END VIEW

NEW 1/2" DEEP FABRICATED ALUMINUM BACKER PTD PMS 172C ORANGE.
 GRAPHIC IS 1ST SURFACE 7725-10 OPAQUE WHITE VINYL APPLIED TO FACE OF PANEL.
 MANUFACTURE AND INSTALL NEW 15MM SKELETAL ORANGE NEON TUBING.
 NEON MOUNTS TO BACKER W/ NEON TUBE STANDS.
 BACKER MOUNTS FLUSH TO WALL DECORATION W/ APPROPRIATE HARDWARE & REMOTE TRANSFORMERS.

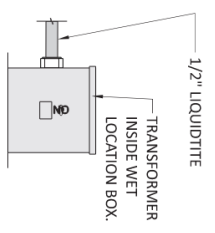


ILLUMINATION



PRELIMINARY DETAIL

SCALE: 1-1/2" = 1'-0"

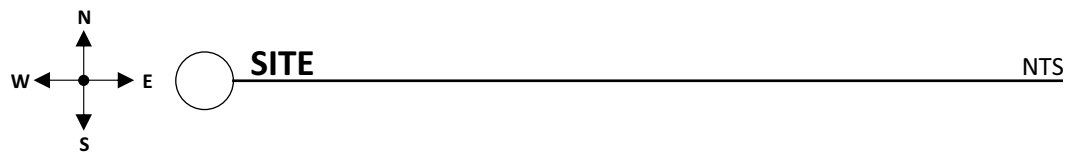


Design #	06357543
Sheet	5 of 6
Client	HAWKERS
Address	5100 BELTLINE RD ADDISON, TX
Account Rep.	K WOLTZ
Designer	B VELAHOE
Date	03/20/23
Client Approval / Date	
Sales	
Estimating	
Art	
Engineering	
Revision/Date	
1	R1:03/23/23 (A) DILETT
2	R2:04/11/23 (A) ADD OPT
3	R3:04/21/23 (B) RELET A1

CHANDLER ELECTRICAL	14255 TEXAS HIGHWAY 281 SUITE 100 HOUSTON, TEXAS 77060 281.416.1111 WWW.CHANDLERELECTRICAL.COM
Head Office 11713 FM 1979 HOUSTON, TEXAS 77065 281.416.1111 WWW.CHANDLERELECTRICAL.COM	South Texas P.O. BOX 121 HOUSTON, TEXAS 77065 281.416.1111 WWW.CHANDLERELECTRICAL.COM

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FINAL ELECTRICAL CUSTOMER



Design #	0635678Ar3
Sheet	1 of 6
Client	HAWKERS
Address	5100 BELT LINE RD. STE 430 ADDISON, TX
Account Rep.	K MOLTZ
Designer	B VELARDEE
Date	03/30/23
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision/Date	
R1:EC:3/31/23: (A) DELETE OPT 1 & 2.	
R2:BV:04/11/23: (A) ADD OPT	
R3:BV:04/21/23: DELETE A1	



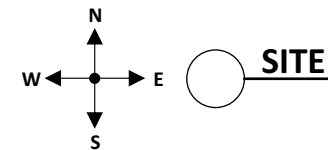
National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Northeast US	2301 River Road, Suite 201 Louisville, KY 40206 (502) 897-9800 Cell (502) 554-2575
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5599 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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

Design #	
0635678Ar3	
Sheet 2 of 6	
Client	
HAWKERS	
Address	
5100 BELT LINE RD. STE 430 ADDISON, TX	
Account Rep.	K MOLTZ
Designer	B VELARDEE
Date	03/30/23
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	

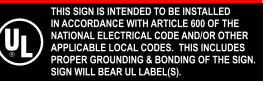
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R2:BV:04/11/23: (A) ADD OPT
R3:BV:04/21/23: DELETE A1

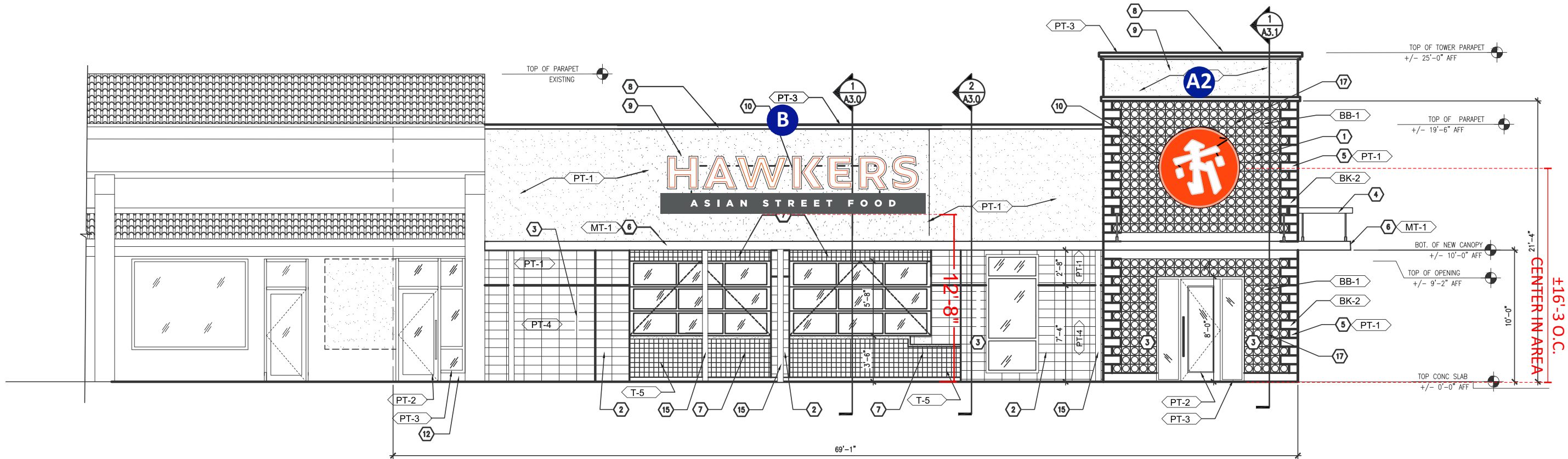


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San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
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FINAL ELECTRICAL CONNECTION BY CUSTOMER





○ WEST ELEVATION

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

Design #	0635678Ar3
Sheet	3 of 6
Client	HAWKERS
Address	5100 BELT LINE RD. STE 430 ADDISON, TX
Account Rep.	K MOLTZ
Designer	B VELARDEE
Date	03/30/23
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	

- R1:EC:3/31/23: (A) DELETE OPT 1 & 2.
- R2:BV:04/11/23: (A) ADD OPT
- R3:BV:04/21/23: DELETE A1



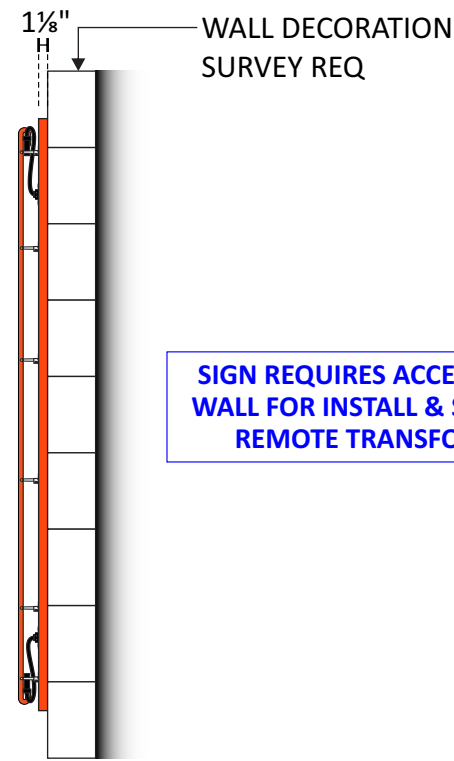
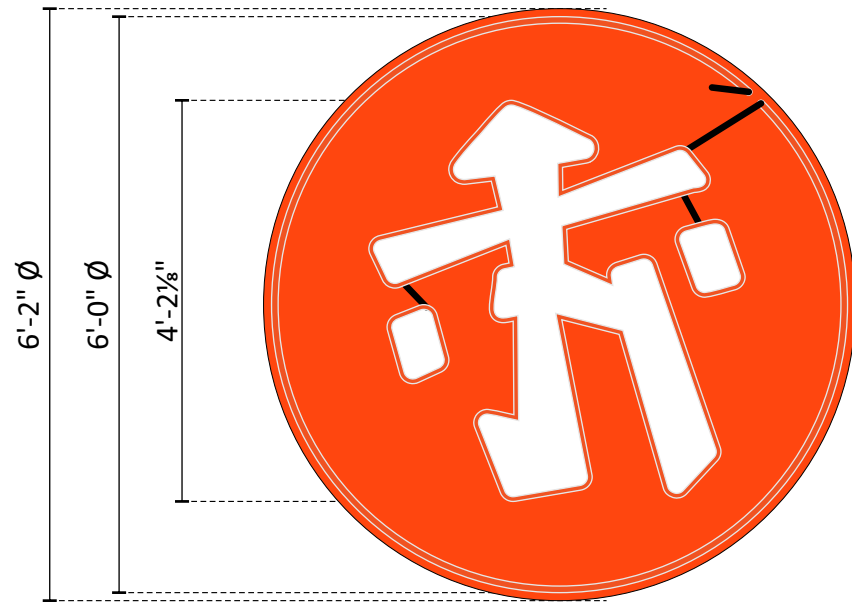
National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Northeast US	2301 River Road, Suite 201 Louisville, KY 40206 (502) 897-9800 Cell (502) 554-2575
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5399 Fax (361) 643-6533

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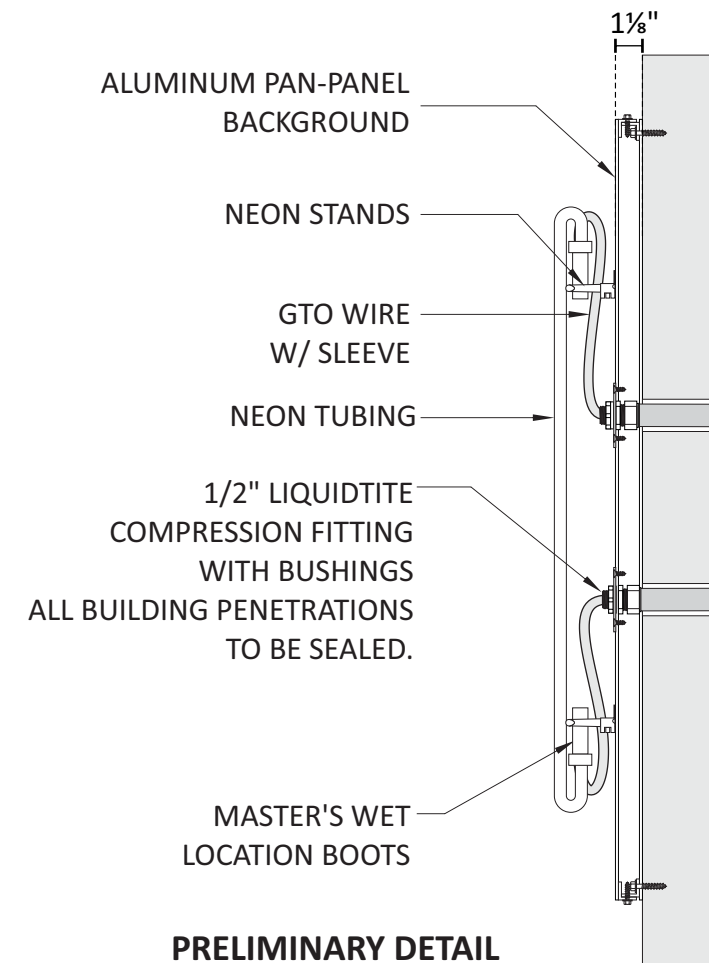




SIGN REQUIRES ACCESS BEHIND WALL FOR INSTALL & SERVICE OF REMOTE TRANSFORMERS

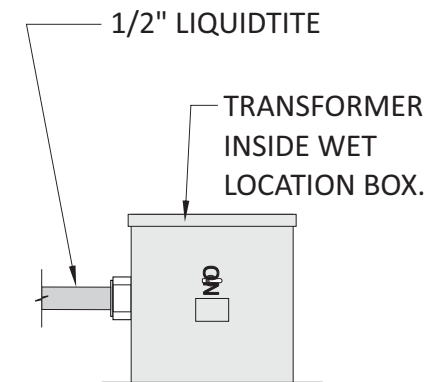


ILLUMINATION



PRELIMINARY DETAIL

SCALE: 1-1/2" = 1'-0"



A2 SKELETAL NEON WALL SIGN

SCALE: 1/2" = 1'-0"

38.03 SQFT

ONE [1] REQUIRED-MANUFACTURE & INSTALL

END VIEW

GENERAL SPECIFICATIONS

NEW 1 1/8" DEEP FABRICATED ALUMINUM BACKER PTD PMS 172C ORANGE.

GRAPHIC IS 1ST SURFACE 7725-10 OPAQUE WHITE VINYL APPLIED TO FACE OF PANEL.

MANUFACTURE AND INSTALL NEW 15MM SKELETAL ORANGE NEON TUBING.

NEON MOUNTS TO BACKER W/ NEON TUBE STANDS.

BACKER MOUNTS FLUSH TO WALL DECORATION W/ APPROPRIATE HARDWARE & REMOTE TRANSFORMERS.

Design #	0635678Ar3
Sheet	5 of 6
Client	HAWKERS
Address	5100 BELT LINE RD. STE 430 ADDISON, TX
Account Rep.	K MOLTZ
Designer	B VELARDEE
Date	03/30/23
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision/Date

- R1:EC:3/31/23: (A) DELETE OPT 1 & 2.
- R2:BV:04/11/23: (A) ADD OPT
- R3:BV:04/21/23: DELETE A1

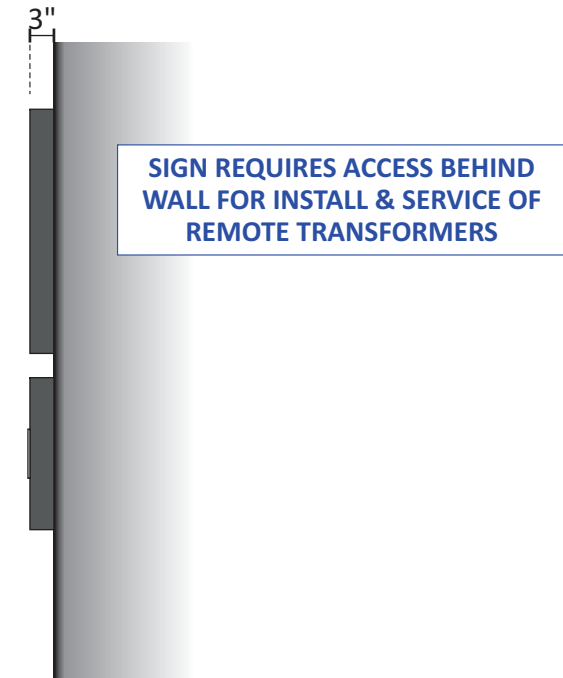


National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Northeast US	2301 River Road, Suite 201 Louisville, KY 40206 (502) 897-9800 Cell (502) 554-2575
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5399 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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END VIEW



Design #	0634397Ar14
Sheet	6 of 10
Client	HAWKERS
Address	5100 BELT LINE RD. STE 430 ADDISON, TX
Account Rep.	K MOLTZ
Designer	E CAMERON
Date	11/9/22
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	

Revision/Date	
R1:HG:11/29/22:REVISE A1/A2 TO SKELETAL NEON; REV B TO REMOTE;REV INCISEON COLOR TO AMBER	
R2:EC:12/16/22: (A1/A2) ADD BACKER	
R3:BV:12/21/22: (A1/A2) DELETE BACKER	
R4:HG:01/12/2023:RE-DESIGN A1/A2 W/ 2 OPTIONS	
R5:HG:01/13/2023:REVISE DESIGN A1/A2 W/ 4 OPTIONS	
R6:HG:01/24/23:REMOVE OPTIONS 2-4	
R7:HG:01/27/2023:REVISE OPTION FOR A	
R8:HG:ADD SETBACKS FOR ALL SIGNS AND AFF DIMENSIONS	
R9:BV:03/02/23: (A2) DELETE	
R10:BV:03/07/23: DUPLICATE ELEVATIONS W/ SIGNS	
R11:JH:03/27/23: REMOVE 'A' - PLACED ON NEW WO#	
R12:EC:4/13/23: (B) ADD TAGLINE CAB. ADD (E).	
R13:HG:4/18/23:REV E TO MATCH B	
R14:HG:04/24/23:REVISE E TO RW MOUNTED LETTERS, NO TAGLINE	



National Headquarters	14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044
San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Northeast US	2301 River Road, Suite 201 Louisville, KY 40206 (502) 897-9800 Cell (502) 554-2575
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (863) 563-5399 Fax (361) 643-6533

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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NOTE! NEW BRAND ARTWORK

B OPEN FACE NEON LETTERS - REMOTE SCALE: 1/2" = 1'-0"
ONE [1] REQUIRED - MANUFACTURE & INSTALL 89.11 SQFT

GENERAL SPECIFICATIONS

- HAWKERS:**
MANUFACTURE AND INSTALL NEW 3" DEEP OPEN-FACE ALUMINUM CHANNEL LETTERS.
- PAINT RETURNS TO MATCH PMS 425C GRAY. INTERIOR OF CANS PAINTED MAP WHITE
- INTERNALLY ILLUMINATE WITH 15MM ORANGE NEON TUBING & REMOTE TRANSFORMERS.
- MOUNT FLUSH TO WALL WITH MOUNTING HARDWARE TO SUIT.

CABINET:
MANUFACTURE AND INSTALL NEW 3" DEEP ROPT CABINET PTM PMS 425C

COPY IS 1/2" THICK [1/4" PROJECTION] 7328 WHITE ACRYLIC

INTERNALLY ILLUMINATE WITH PRE FINISHED WHITE LED PANEL & REMOTE POWER SUPPLIES

MOUNT FLUSH TO WALL.

SEE FOLLOWING SHEET FOR SECTION DETAILS



NIGHT VIEW



HAWKERS



欢迎

Council Meeting

8.

Meeting Date: 06/13/2023

Department: Parks & Recreation

Pillars: Optimize the Addison Brand

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving the installation of a public art piece created by artist David B. Hickman to be located within the Cotton Belt Trail Corridor.

BACKGROUND:

The Addison Arbor Foundation (AAF) is proposing to commission five kinetic bicycle sculptures, titled *Team Illusion*, created by artist David B. Hickman. The sculptures will be located within the Cotton Belt Trail corridor adjacent to the DART Silver Line that is currently under construction. The five bicycle sculptures will be slightly larger than life-size and will be placed on top of 12-14 foot tall poles that allow rotation with the wind. It is anticipated that the sculptures will be located near the entrance to the pedestrian bridge that will span Midway Road. The exact location will be finalized when the amenities for the Cotton Belt Trail are designed. AAF has the opportunity to purchase the sculptures from the artist prior to the completion of trail construction and staff has identified a location in which they can be stored until the site is ready for installation.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - AAF Public Art Instalation Hickman

Resolution - AAF Public Art Hickman



ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: David B. Hickman

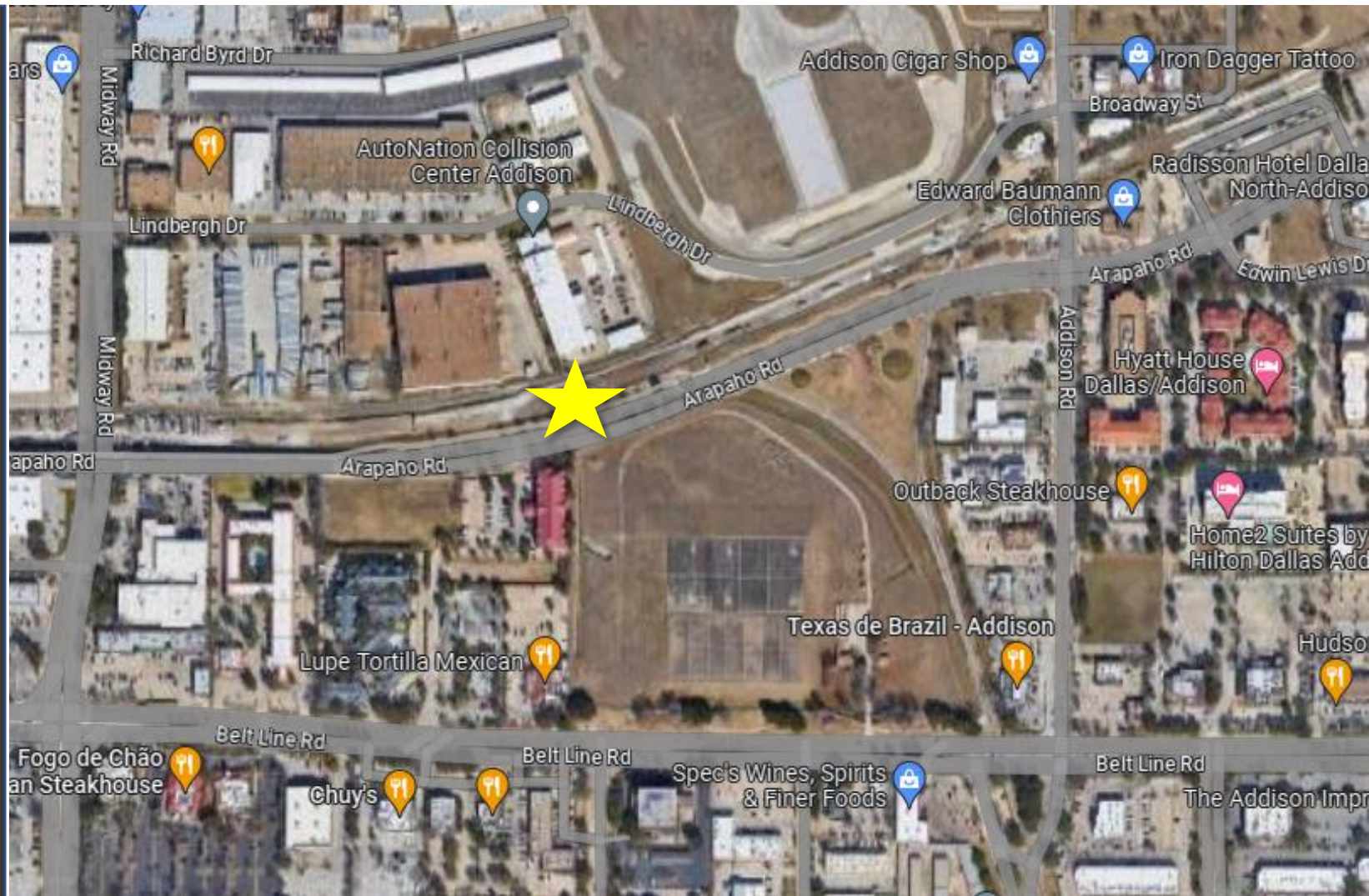
Materials: Painted Steel

Size: Height 12-14', Width 4-6'

Title: Team Illusion

Location: Along the Cotton Belt Trail
Corridor

Color: TBD



* The intent is to locate the sculpture within the Cotton Belt Trail Corridor within Addison. The noted location is provided for discussion purposes but may be adjusted with the development of the Cotton Belt Amenities Plans.



ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: David B. Hickman

Materials: Painted Steel

Size: Height 12-14', Width 4-6'

Title: Team Illusion

Location: Along the Cotton Belt Trail
Corridor

Color: TBD



RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS
APPROVING THE INSTALLATION OF A PUBLIC ART PIECE CREATED BY
DAVID B HICKMAN TO BE LOCATED WITHIN THE COTTON BELT TRAIL
CORRIDOR; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Addison Arbor Foundation desires to commission and install certain public art for the Town of Addison (“City”) by artist David B. Hickman, which consists of a five steel kinetic bicycle sculptures (the “Public Art”); and

WHEREAS, the City Council desires to accept the donation of the Public Art from the Addison Arbor Foundation and approve the placement of the Public Art Within the Cotton Belt Trail Corridor.

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

SECTION 1. The Addison City Council approves and accepts the donation of the Public Art by artist David B Hickman to be commissioned by the Addison Arbor Foundation, as shown in **Exhibit A** attached hereto. The City Council further authorizes the installation of the foregoing Public Art by the Addison Arbor Foundation within the Cotton Belt Trail Corridor.

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 **13th** day of **June**, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

Pictured below proposed artist concept for five steel kinetic bicycle sculptures and approximate location. Colors of commission sculpture TBD.



Council Meeting

9.

Meeting Date: 06/13/2023

Department: Public Works

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

Milestones: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems
Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving an agreement for professional engineering services between the Town of Addison and Teague Nall and Perkins, Inc. for the design of the Quorum Drive Reconstruction Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$4,421,647.

BACKGROUND:

The purpose of this item is to approve a professional services agreement for the design of the reconstruction of Quorum Drive from the DART railroad, just north of Arapaho Road, south to Dallas Parkway.

As part of Proposition B in the 2019 bond election, voters approved a total of \$26.3M for the Quorum Drive Reconstruction Project. This included \$23.4M for civil work and \$2.9M for placemaking.

In October 2022, an RFQ (Request for Qualifications) was posted on Bidsync for the design services needed for the project. The RFQ closed on November 21, 2022, with a total of ten Statement of Qualifications (SOQ) received. Following the evaluation, the selection committee chose the top two engineering firms for interviews. Ultimately, Teague Nall & Perkins (TNP) was selected as the most qualified for the project. Town staff then began negotiations with TNP, successfully developed a work scope, and finalized an agreement.

A complete scope of services can be found in exhibit "A" of the agreement, but it generally includes:

- Placemaking and urban design visioning
- Public involvement meetings
- Reports and schematic plans
- Subsurface utility engineering and coordination

- Design of water, illumination, wastewater, drainage, traffic signals, and roadway
- Design of public spaces, landscape, irrigation, and aesthetics
- Procurement support services
- Right-of-way and easement preparations and acquisition
- Geotechnical services
- Preparation of construction packages
- Project media, recognition, and awards

The proposed \$4,421,647 design fee aligns with the cost estimates performed as part of the 2019 bond election.

In addition to the \$26.3M as part of the 2019 bond election, an additional \$489K in the Self-Funded Streets Fund is available. This brings the total project budget to \$26,791,409. The design is anticipated to take approximately 18 months to complete.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Teague Nall & Perkins

Presentation - Quorum Drive Design

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH TEAGUE NALL & PERKINS FOR QUORUM DRIVE RECONSTRUCTION DESIGN IN AN AMOUNT NOT TO EXCEED \$4,421,647.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Teague Nall & Perkins for Quorum Drive Reconstruction Design in conformance with the City’s requirements.

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 Teague Nall & Perkins for Quorum Drive Reconstruction Design in conformance with the City’s requirements and in an amount not-to-exceed of \$4,421,647.00, 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 **13th** day of **JUNE**, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

RESOLUTION EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT QUORUM DRIVE RECONSTRUCTION DESIGN

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Teague Nall & Perkins** (“Professional”) (each a “party” and collectively the “parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Professional to perform certain work and services, hereinafter referred to only as “services”, as further specified in the Scope of Services defined in Section 1 of this Agreement; and

WHEREAS, Professional has expressed a willingness to perform said services in conformance with this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City Quorum Drive Reconstruction Design (“Project”), as set forth in the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such 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 and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

(a) Performance of Services. Professional shall furnish and pay for all labor, tools, software, materials, equipment, supplies, transportation and management necessary to perform the services. To the extent reasonably necessary, Professional may engage the services of any agents, assistants, or other persons that Professional may deem proper to assist in the performance of the services under this Agreement; provided, that Professional shall be responsible for all costs related thereto, except as expressly authorized in writing in advance by City.

(b) Site Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Professional to perform any necessary studies, surveys, tests or other required investigations in relation to the services; provided, that City shall have no obligation to (i) provide off-site access, (ii) provide access to private property for which City does not have an existing right to access, nor (ii) incur any costs associated with the access to be provided under this Agreement.

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. 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**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. 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.

(f) Independent Contractor. It is understood and agreed by and between the parties that Professional, while performing under 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.

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

(h) Certification of No Conflicts. Professional hereby warrants to the City that Professional has made full disclosure in writing of any existing or potential conflicts of interest related to Professional's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Professional hereby agrees immediately to make full disclosure to the City in writing.

(i) Hazardous Materials. Professional shall report the presence and location of any hazardous materials it notices or which an professional of similar skill and experience should have noticed to the City.

Section 4. Performance Schedule

(a) Time for Performance. 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. 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 in conformance with this Section 4 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.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), 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 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional") for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component 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 any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; 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 any other documents prepared by Professional.

(b) Professional's Documents. All previously owned intellectual property of Professional, including but not limited to any computer software (object code and source code), tools, systems, equipment or other information used by Professional or its suppliers in the course of delivering the Services hereunder, and any know-how, methodologies or processes used by Professional to provide the services or protect deliverables to City, including without limitation, all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto ("Professional's Documents"), shall remain the sole and exclusive property of Professional. Notwithstanding, Professional agrees that City shall have the right to access to all such information and City is granted the right to make and retain copies of Professional's Documents. City acknowledges that any reuse of Professional's Documents without specific written verification or adaptation by Professional will be at City's sole risk and without liability or legal exposure to Professional.

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing,

Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed FOUR MILLION, FOUR HUNDRED AND TWENTY-ONE THOUSAND, SIX HUNDRED AND FORTY-SEVEN DOLLARS (\$4,421,647.00).

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed 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 thirty (30) days of the City's receipt and acceptance of an approved invoice. Notwithstanding the foregoing, 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) Deductions. 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 reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within fifteen (15) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable written evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services. If such default is not corrected within ten (10) days from the date of City's written notice to Professional regarding the same, City may, at its sole discretion without prejudice to any other right or remedy:

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services 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; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

(c) Force Majeure. To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party's control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating: (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

(a) Termination Upon Default. Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party's right to cure in conformance with the terms of this Agreement.

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.

(c) Termination Following Request for Modification. 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.

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the expected duration of the suspension. Such expected duration shall, in no way, guarantee what the total number of days of suspension shall occur. Such suspension shall take effect immediately upon Professional's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Professional shall have the right to terminate this Agreement if (i) Professional provides not less than thirty (30) days prior written notice to City requesting to recommence the services, and (ii) City does not recommence the services within the time requested.

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City. Professional's obligation to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification; Notice.

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, DEFEND, 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, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES 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).

Notices of Claim. Professional shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Professional's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Professional's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Professional of any of its obligations hereunder. Professional's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained under this Agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FOUR (4) YEARS.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

Professional's execution of this Agreement shall serve as its formal acknowledgement and written verification that:

(a) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with a requirement of that subchapter;

(b) pursuant to Texas Government Code Chapter 2270, that Professional's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and

(c) pursuant to Texas Government Code Chapter 2251, that Professional's 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.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) 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 courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) 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.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City:

For Professional:

TOWN OF ADDISON, TEXAS

TEAGUE NALL & PERKINS

By: _____

David Gaines
City Manager

By: _____



Jonathan Bengfort
Director of Engineering Services

Date: _____

Date: 5/30/23 _____

Notice Address:

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001
E: dgaines@addisontx.gov

Teague Nall & Perkins
Attn: Jonathan Bengfort, Director of
Engineering Services
5237 N Riverside Dr suite 100
Fort Worth, Texas 76137
E: jbengfort@tnpinc.com

Addison Contract ID:
PSA_STW_May 30, 2023_v1.20220427



TOWN OF ADDISON
QUORUM DRIVE REVITALIZATION PROJECT
(DART TO DNT)
(Revised May 22, 2023)

GENERAL SCOPE OF SERVICES

The “Project” shall mean the Quorum Drive Revitalization Project (DART TO DNT). References to the “CONSULTANT” shall mean Teague Nall and Perkins, Inc. (Professional), references to the “TOWN” shall mean the Town of Addison, Texas.

The work to be performed by the CONSULTANT under this Contract (Agreement) shall consist of providing engineering, surveying and landscape architecture services required for the preparation of plans, specifications and cost opinions for the reconstruction and revitalization of Quorum Drive, from the south side of DART Railroad ROW to the west side of the Dallas North Tollway ROW. The Project limits are further illustrated on Attachment ‘B’.

The scope of work to be performed under this Agreement shall generally consist of the following services:

1. Project management
2. Placemaking and urban design visioning (from Belt Line Road to the Dallas North Tollway)
3. Design summary report and schematic plans
4. Design-phase public involvement
5. Subsurface utility engineering and utility coordination
6. Topographic and boundary survey
7. Tree identification and management
8. Water and wastewater design
9. Drainage analysis and design
10. Roadway design
11. Traffic analysis and signal design
12. Illumination design
13. Public space, landscape, irrigation, and aesthetics design
14. Miscellaneous construction document development
15. Procurement support services
16. ROW/Easement document preparation
17. ROW/Easement acquisition
18. Geotechnical investigations
19. Agency coordination and permitting
20. Project media, recognition, and awards
21. Preparation of multiple construction packages
22. Direct Expenses

GENERAL PROJECT DESIGN PARAMETERS AND CRITERIA

CONSULTANT shall be represented by a Registered Professional Engineer licensed to practice in the State of Texas at meetings of any official nature concerning the Project, including but not limited



to scope meetings, review meetings, pre-bid meetings, and pre-construction meetings, provided that CONSULTANT has reasonable advance notice of the meeting. All Engineering documents released, issued, or submitted by or for a registered Engineering firm, including preliminary documents, must clearly indicate the Engineering firm name and registration number. Additionally, all completed documents submitted for final approval or issuance of a permit must bear the seal with signature and date adjacent thereto of a Registered Professional Engineer licensed to practice in the State of Texas associated with CONSULTANT. The TOWN Design Standards to be used shall include the design criteria adopted by the TOWN as well as other design standards including the North Central Texas Council of Governments Standard Specifications for Public Works Construction, the TXDOT Roadway Design Manual and Bridge Design Guidelines, Highway Capacity Manual, the American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets (Green Book), AASHTO LRFD Bridge Design Specifications, AASHTO Guide for the Development of Bicycle Facilities, Texas Manual on Uniform Traffic Control Devices (TMUTCD), ADA Accessibility Guidelines, and the Texas Pollutant Discharge Elimination System (TPDES) Guidelines as appropriate for the most cost effective design. Construction documents shall follow the TOWN's design standards, including latest revisions. Any proposed pavement adjustments greater than 6" vertically or 12" horizontally shall require a design exception.

The Opinions of Probable Construction Costs (including land costs) shall be based on the current unit prices in Dallas County for similar work and include adjustments to reflect the ease or difficulty of constructing the Project. Estimated land costs should be included with the Probable Cost Opinions as a separate line item. Cost Opinions shall be updated and provided with the conceptual submittal, preliminary submittal, final submittal and prior to the bid plan submittal.

The placemaking and urban design visioning process shall be led by a registered landscape architect, urban designer, and placemaker.

The standard plan sheet size shall be 22"x34". Plans shall be easily legible when plotted at half-size (11"x17"). The project manual shall be in 8 1/2" X 11" format.

PROJECT DELIVERABLES

PLACEMAKING AND URBAN DESIGN VISIONING

Project limits for placemaking and urban design visioning shall be the intersection of Belt Line Road and Quorum Drive to the north and the Dallas North Tollway ROW to the south. Project limits for Landscaping and irrigation improvements shall correlate with the reconstruction of Quorum Drive from the south side of DART Railroad ROW to the west side of the Dallas North Tollway ROW.

- a. Provide high level notes/key takeaways from stakeholder meetings, site walk, and activations related to placemaking and urban design.
- b. Vision statement and program narrative with support imagery.
- c. Graphic diagrams of the corridor as well as imagery and narratives describing proposed enhancements to the public realm including character zones, public/open spaces, potential programming/activations, paving, lighting, public art, and gateways.
- d. Colored corridor site plan.
- e. Conceptual cross sections of each character zone (one to two) focusing on the urban design



- of the parkway/sidewalk zone segment of the streetscape (sketchy, conceptual in nature).
- f. Eye level views of each character zone (one to two) focusing on the urban design of the parkway/sidewalk zone segment of the streetscape (sketchy, conceptual in nature).
- g. Coordinating with the TOWN for social media content as related to public engagement.
- h. Graphic PDF package of the above presented in an 8 1/2" X 11" and 11"x17" format.

SCHEMATIC SUBMITTAL (15%)

Submittal package shall contain/include the following conceptual documents and activities:

- a. Project Design Summary Report (DSR)
- b. Design exceptions (if applicable)
- c. Geometric layout/roadway schematic
- d. Preliminary typical sections
- e. Preliminary design cross sections
- f. Schematic utility plan (water, sanitary sewer and storm drain), including soil bore logs
- g. Urban design and landscape schematic, with a maximum of 2 varying design directions including:
 - i. Placemaking areas of opportunity identified including recommendations for activities
 - ii. Diagrammatic connectivity to surrounding community identified (to include connectivity to east side of DNT and to proposed Farmers Branch trail on Landmark)
 - iii. Refined eye level perspective views of each character zone (one to two) focusing on the urban design of the parkway/sidewalk zone segment of the streetscape (schematic in nature).
- h. ROW ownership map & proposed additional ROW/easement locations
- i. Communication matrix with all contacts and contact information
- j. Existing utility plans (SUE Levels D, C, & B)
- k. Tree survey plan
- l. Opinion of probable construction cost
- m. Updated design schedule

Furnish TOWN with two hardcopies and an electronic (PDF) copy of the above items.

The CONSULTANT shall submit the Schematic design package through a design meeting/workshop and allow 4 weeks for TOWN review and comment. CONSULTANT shall not proceed with Conceptual Submittal design until provided with written TOWN comments on the Schematic Submittal.

CONCEPTUAL SUBMITTAL (30%)

Submittal package shall contain/include a written response to TOWN's schematic review comments and the following documents and activities:

- a. Cover
- b. Sheet index and legend
- c. Project layout
- d. ROW and easement layout
- e. Typical Sections
- f. Roadway plan & profile sheets
- g. Driveway profiles
- h. Retaining wall layouts
- i. Drainage area map



- j. Storm sewer plan & profile
- k. Traffic signal layouts (temporary and permanent)
- l. Cross sections
- m. Water line improvements (plan only)
- n. Wastewater line improvements (plan only)
- o. Illumination layout
- p. Landscape layout with one (1) refined design direction as selected by the town from the Schematic Design for the overall corridor as related to the reconstruction of Quorum Drive.
- q. Hardscape layout, with one (1) refined design direction as selected by the town from the Schematic Design. Further development of placemaking effort as related to hardscape improvements will be limited to the project area south of Belt Line Road.
 - i. Refined 360 degree eye level perspective views of each character zones (up to 2) focusing on the urban design of the parkway/sidewalk zone segment of the streetscape.
- r. Existing utility plans (SUE sheets)
- s. Opinion of probable construction cost (30% cost schedule)
- t. Updated design schedule
- u. Updated communication matrix
- v. Utility conflict matrix

Furnish TOWN with two hardcopies and an electronic (PDF) copy of the above items associated with the 30% Submittal Package.

The CONSULTANT shall allow 4 weeks for TOWN review and comment. CONSULTANT shall not proceed with Preliminary Submittal design until provided with written TOWN comments on the Conceptual Submittal.

PRELIMINARY SUBMITTAL (60%)

Submittal package shall contain/include a written response to TOWN's concept review comments and the following documents and activities:

- a. Cover
- b. Sheet index and legend
- c. General notes
- d. Project layout
- e. Survey control layout
- f. ROW and easement layout
- g. Typical sections
- h. Demolition plan
- i. Tree removal and preservation plan
- j. Construction sequencing plan
- k. Detailed traffic control plan (for DNT connection only)
- l. Preliminary grading plan
- m. Roadway plan & profile sheets
- n. Driveway profiles
- o. Intersection Improvements
- p. Signing & pavement markings
- q. Retaining wall layouts



- r. Drainage area map (including summary of computations)
- s. Storm sewer plan & profile (including summary of computations)
- t. Traffic signal layouts (temporary and permanent)
- u. Cross sections
- v. Water line improvements (plan and profile)
- w. Wastewater line improvements (plan and profile)
- x. Illumination layout
- y. Hardscape plan w/ supporting imagery of proposed hardscape palette
 - i. Inclusive of furniture, proposed art, and site amenities as approved by the TOWN in Conceptual Design
- z. Landscape plan w/ supporting imagery of proposed planting palette
- aa. Irrigation Plan w/ proposed meters, controllers, electrical, sleeving, and mainline routing only
- bb. Erosion control plan
- cc. Existing utility plans (SUE sheets)
- dd. Standard details
- ee. Technical specifications
- ff. Easement/ROW parcel exhibits
- gg. Opinion of probable construction cost (60% cost schedule)
- hh. Updated design schedule
- ii. Updated communication matrix
- jj. Updated utility conflict matrix

Furnish TOWN with two hardcopies and an electronic (PDF) copy of the above items associated with the 60% Submittal Package.

The CONSULTANT shall allow 4 weeks for TOWN review and comment. CONSULTANT shall not proceed with Pre-Final Submittal design until provided with written TOWN comments on the Preliminary Submittal.

PRE-FINAL SUBMITTAL (90%)

Submittal package shall contain/include a written response to TOWN's preliminary review comments and the following documents and activities:

- a. Cover
- b. Sheet index and legend
- c. General notes
- d. Project layout
- e. Survey control layout
- f. ROW and easement layout
- g. Typical sections
- h. Demolition plan
- i. Tree removal and preservation plan
- j. Construction sequencing plan
- k. Detailed traffic control plan (for DNT connection only)
- l. Final grading plan
- m. Roadway plan & profile sheets
- n. Driveway profiles



- o. Intersection Improvements
- p. Signing & pavement markings
- q. Retaining wall layouts
- r. Drainage area map (including summary of computations)
- s. Storm sewer plan & profile (including summary of computations)
- t. Traffic signal layouts (temporary and permanent)
- u. Cross sections
- v. Water line improvements (plan and profile)
- w. Wastewater line improvements (plan and profile)
- x. Illumination layout
- y. Hardscape plan (including activation areas)
- z. Site furnishings plan
- aa. Landscape plan
- bb. Irrigation plan
- cc. Erosion control plan
- dd. Existing utility plans (SUE sheets)
- ee. Standard details
- ff. Special/Miscellaneous details
- gg. Technical specifications
- hh. Construction contract documents (project manual)
- ii. Sheet-by-sheet quantity takeoff tables
- jj. Opinion of probable construction cost (90% cost schedule)
- kk. Updated design schedule
- ll. Updated communication matrix
- mm. Updated utility conflict matrix

Furnish TOWN with two hardcopies and an electronic (PDF) copy of the above items associated with the 90% Submittal Package.

The CONSULTANT shall allow 4 weeks for TOWN review and comment. CONSULTANT shall not proceed with Final Submittal design until provided with written TOWN comments on the Pre-Final Submittal.

FINAL SUBMITTAL (100%)

Submittal package shall contain a written response to TOWN's pre-final review comments. Submit 100% signed and sealed bid-ready drawings, project specifications/bid form, and opinion of probable construction cost.

Bidding documents shall include but are not limited to the following:

- a. Cover
- b. Sheet index and legend
- c. General notes
- d. Project layout
- e. Survey control layout
- f. ROW and easement layout
- g. Typical sections
- h. Demolition plan



- i. Tree removal and preservation plan
- j. Construction sequencing plan
- k. Detailed traffic control plan (for DNT connection only)
- l. Final grading plan
- m. Roadway plan & profile sheets
- n. Driveway profiles
- o. Intersection Improvements
- p. Signing & pavement markings
- q. Retaining wall layouts
- r. Drainage area map (including summary of computations)
- s. Storm sewer plan & profile (including summary of computations)
- t. Traffic signal layouts (temporary and permanent)
- u. Cross sections
- v. Water line improvements (plan and profile)
- w. Wastewater line improvements (plan and profile)
- x. Illumination layout
- y. Hardscape plan (including activation areas)
- z. Site furnishings plan
- aa. Landscape plan
- bb. Irrigation plan
- cc. Erosion control plan
- dd. Existing utility plans (SUE sheets)
- ee. Standard details
- ff. Special/Miscellaneous details
- gg. Technical specifications
- hh. Construction contract documents (project manual)
- ii. Sheet-by-sheet quantity takeoff tables
- jj. Opinion of probable construction cost (100% cost schedule)
- kk. Basic construction schedule
- ll. Updated communication matrix
- mm. Updated utility conflict matrix

Furnish TOWN with two hardcopies and an electronic (PDF) copy of the above items associated with the 100% Submittal Package.

DETAILED SCOPE OF SERVICES

1. PROJECT MANAGEMENT

1.1. Project Management

Provide general administration for the contracted work, including internal staffing and task



assignments.

1.2. Project Initiation

Prior to kick-off meeting, the CONSULTANT shall designate, in writing, one Registered Professional CONSULTANT licensed to practice in the State of Texas to be the Project Manager throughout the duration of the project for project management and all communications, including billing, with the TOWN.

The CONSULTANT shall not replace the designated Project Manager without the written approval of the TOWN.

1.3. Quality Control/Quality Assurance Plan

The CONSULTANT shall prepare a Quality Assurance/Quality Control Plan for TOWN review and approval. The QA/QC Plan should include, as a minimum, the following:

- a. Project description, location, limits and minimum design criteria
- b. Project deliverables and schedules
- c. Organization chart showing responsibilities for design services and for quality control checks, which shall be conducted by an independent person qualified in the specific area of review
- d. Communications/coordination plan outlining the protocol for all communications related to the project
- e. Format and schedule for checking design reports, calculations, plans, and specifications for accuracy and completeness. The plan should make provisions for review of reports, plans, specifications, and estimates provided by sub-CONSULTANTS. The CONSULTANT shall ensure that sub-CONSULTANT work is in accordance with their approved scope.
- f. Format and procedure for documenting all issues, design directions, design decisions, review comments, and review comment responses
- g. Format and procedures for certifying that all of the requirements of the QA/QC plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer
- h. Submit QA/QC documentation with all milestone plan submittals.

1.4. Communication Matrix

The CONSULTANT shall compile and maintain a list of project stakeholders and contact information. An updated communication matrix will be provided with each milestone submittal. Stakeholders may include, but are not limited to:

- a. TOWN staff
- b. CONSULTANT staff
- c. Property and business owners
- d. Office/Hotel Working Group (OHWG)
- e. Citizen Advisory Committee (CAC)
- f. North and South Quorum Business Associations
- g. Private utility owners



h. Permitting agencies

1.5. Project Schedule, Invoice, Progress Reports, and Progress Meetings

- a. Project Schedule – The CONSULTANT shall submit a Project schedule for TOWN approval. The following minimum activities shall be included in the project schedule.
 - i. Kickoff Meeting
 - ii. Placemaking and Urban Design Visioning Phase
 - iii. Schematic (15%) Plan and DSR Submittal
 - iv. Schematic Review Comments
 - v. Conceptual (30%) Plan Submittal
 - vi. Conceptual Review Comments
 - vii. Preliminary (60%) Plan Submittal
 - viii. Preliminary Review Comments
 - ix. Pre-Final (90%) Plan Submittal
 - x. Pre-Final Plan Review Comments
 - xi. Final (100%) Plan Submittal
 - xii. Final Review Comments
 - xiii. Construction Bid plans Submittal
 - xiv. Contractor Procurement Phase

- b. Invoice Submittals – The CONSULTANT shall submit its invoices of services completed and compensation due, arranged by tasks. The invoice submittal shall be submitted to the Program Manager monthly and include the following:
 - i. Invoice – The budgeted and currently authorized amounts for each task, along with the invoiced and to-date amounts on the provided Program invoice forms. The invoice template provided by the TOWN shall be utilized.
 - ii. Project Schedule Updates – An updated Project Schedule and related documents.
 - iii. Progress Reports – A monthly report of the status of work performed through the end of the month. The CONSULTANT shall summarize decisions or agreements made, and shall outline unresolved or pending issues requiring the TOWN’s involvement or decision.

- c. Meetings –The CONSULTANT shall meet with the TOWN and shall prepare an agenda and sign-in sheet. The CONSULTANT shall prepare and distribute meeting minutes within five working days of a meeting. The following is a summary of general project meetings anticipated that are not accounted for in other scope tasks:
 - i. Kickoff meeting
 - ii. Design review workshop with Town at 30%, 60%, 90%, and 100%
 - iii. Miscellaneous stakeholder meetings (4)
 - iv. Miscellaneous design coordination meetings (4)



2. PLACEMAKING AND URBAN DESIGN VISIONING

The CONSULTANT shall provide design visioning services by establishing the design intent and programming of the project through the design process from the intersection of Belt Line Road and Quorum Drive to the north and the Dallas North Tollway ROW to the south. as illustrated in 'Attachment A.' This process includes the following:

2.1. Understanding

The CONSULTANT shall initiate the project by establishing context and mutual project understanding through an effort of asking and identifying what do we need to know. The establishment of an Office/Hotel Working Group (OHWG) and a Citizen Advisory Committee (CAC) will be utilized to help guide the visioning process of listening first and then returning to report what we learned and verify if it is right. An Inventory and Analysis of the project area will be established utilizing base data collection, field observations, on-site interviews, survey development, and public engagement.

Included in this item:

- One (1) site walk
- One (1) Key client representative meeting (including North and South Quorum Business Associations)
- Two (2) OHWG meetings
- Two (2) CAC meetings
- Two (2) Small group meetings (in person or virtual)
- Up to four (4) individual interviews (in person or virtual)
- Survey question development

Not included in this item:

- Architectural programming
- Survey administration, distribution, and response collection (these services are available as an additional service upon request)

2.2. Exploring

The CONSULTANT shall explore visioning and programming for the project from the intersection of Belt Line Road and Quorum Drive to the north and the Dallas North Tollway ROW to the south. A vision statement for the intended experience will be initiated along with a preliminary narrative. Site and regional contextual analysis as well as benchmarking and comp assessments will be performed. Based on the project understanding appropriate activation mechanisms, interventions, and programming will be filtered and refined.

A conceptual urban design framework will be established including defining the major character zones through narrative, precedent imagery, and eye-level views and by



developing design elements for each zone such as mid-block/typical segments, nodes/gateways/intersections, plazas, and bulb-outs.

Application of the vision will be explored at a site level by integrating elements that support the program and vision to individual places. Adjacencies, linkages, flow between subspaces and surrounding context, anticipated community interactions, public comfort and amenity ideas, public art locations and strategy shall be evaluated.

Included in this item:

- One (1) on site pop-up community engagement event
- One (1) combined key client representative meeting, OHWG meeting, CAC meeting (including North and South Quorum Business Associations)
- One (1) online follow-up meeting

Not included in this item:

- Design charrette
- Town hall meeting

2.3. Decision Making

The CONSULTANT shall make final recommendations to establish the vision for the urban design and placemaking project area. This will include final recommendations and a finalized vision statement based on the public engagement, proposed programming, and activation methods to be utilized to achieve the goals of the TOWN and the community.

Included in this item:

- One (1) combined key client representative meeting, OHWG meeting, CAC meeting (including North and South Quorum Business Associations)
- One (1) Town hall meeting
- One (1) Council work session presentation

Not included in this item:

- Changes to zoning or ordinances
- Opinion of probable cost (to be established in TASK 3)

3. DESIGN SUMMARY REPORT AND SCHEMATIC PLAN

The CONSULTANT shall prepare a Design Summary Report and a concept schematic plan for the project based on the project vision established in TASK 2. The concept schematic shall conform to *General Project Design Parameters and Criteria* as stated previously.

Any design exceptions necessary for concept schematic approval shall be identified and a "request for design exception" shall be prepared and submitted to the TOWN.

The concept schematic shall incorporate the recommendations resulting from the placemaking and urban visioning process (Task 2).



The concept schematic shall include:

3.1. Data Collection and Review

The CONSULTANT shall collect all pertinent project data from the TOWN including plans, as-builts, survey information and other reports. The CONSULTANT shall review this data for use in design of the Project.

3.2. Collect Utility Plans from Municipalities and Franchise Utility Owners

The CONSULTANT shall collect all pertinent and readily available utility plans from municipalities and franchise/private utility owners who have utilities in the Project corridor.

3.3. Field Reconnaissance

The CONSULTANT shall visit the Project site to record and photograph existing project conditions.

3.4. Develop Design Summary Report

The CONSULTANT shall apply appropriate design criteria and provide a Design Summary Report (DSR) for the Project and will submit to the TOWN for review and approval. The CONSULTANT shall use the design criteria to identify the maximum and minimum values for all design elements and will identify the value preferred.

3.5. Concept Schematic

The CONSULTANT shall develop a concept schematic for the project that will be used to coordinate improvements within the Project corridor. The schematic will be prepared at a scale of 1" = 100' or smaller scale (i.e. 1" = 50') and shall include the following:

a. Geometric Layout, Roadway Schematic

Using a combination of the design survey, existing aerial photography, general property research, utility research, site visits and the CONSULTANT's experience, prepare a concept schematic depicting the proposed improvements for the project. The design elements to be shown will include the following:

- i. Available aerial imaging from NCTCOG or other compatible sources,
- ii. Property ownership,
- iii. Recommendations for ROW acquisition,
- iv. Control data,
- v. Horizontal alignment,
- vi. Centerline curve data,
- vii. Lane configuration options and recommendations,
- viii. Signal improvements,
- ix. Construction limits,



- x. Major culverts and drainage outfalls,
- xi. Water and sanitary sewer considerations,
- xii. Easements,
- xiii. Existing topography,
- xiv. Existing and proposed right of way,
- xv. Existing utility information compiled from research, survey and SUE.
- xvi. Proposed utility improvement identification,
- xvii. Existing ground profile and proposed vertical alignment.
- xviii. Include cross street centerline and profile,
- xix. Conceptual quantity take-offs and cost opinion.

b. Landscaping Schematic

Prepare a landscape schematic, which represents both the existing and proposed conditions. The schematic shall incorporate the proposed landscape design. The schematic shall include representations of the various conditions proposed, such as prioritizing tree preservation, landscaping, irrigation mainlines and conduit locations (if applicable), visibility triangles, clear zones, and right-of-way width.

c. Urban Design and Placemaking Schematic

Prepare an urban design and placemaking schematic from the intersection of Belt Line Road and Quorum Drive to the north and the Dallas North Tollway ROW to the south , which represents both the existing and proposed conditions. The schematic shall incorporate the proposed pedestrian and vehicular pavement design. The schematic shall include representations of the various conditions proposed, pedestrian environments, public spaces, public art, open space, multi-modal trails, slopes, number of lanes, retaining wall locations (if applicable), shoulder widths, clear zones, border width and right-of-way width.

d. Preliminary Typical Sections

Prepare preliminary typical sections, which represent both the existing and proposed conditions. The typical sections shall incorporate the proposed pavement design. Typical sections shall include representations of the various conditions proposed, such as slopes, number of lanes, retaining wall locations (if applicable), shoulder widths, clear zones, border width and right-of-way width.

e. Preliminary Design Cross Sections

In conjunction with the concept schematic, preliminary design cross sections will be developed for critical locations within the Project where constraints or grade issues may impact the preliminary typical sections. Each pavement layer and undercut, if any, will be shown together with the right of way limits, side slopes, pavement cross slopes, curbs and any existing or proposed retaining walls.

3.6. Right of Way (ROW) Determination



Based on the concept schematic and design cross sections, the CONSULTANT shall identify locations where additional right-of-way may be required. These locations and limits shall be depicted on the design schematic. The CONSULTANT shall provide the TOWN a Right-of-Way map as soon as possible so the process of acquiring easements or ROW and be initiated if necessary.

3.7. Design Concept Review Meeting

The CONSULTANT shall attend up to two (2) Design Concept Review Meetings to review the Concept submittals and to finalize the DSR and final Concept Plan and obtain consensus for the direction of the project. The CONSULTANT shall not proceed with the Preliminary Engineering plans until written comments on the Concept Plans and DSR have been provided by the TOWN.

4. DESIGN-PHASE PUBLIC INVOLVEMENT

4.1. Public Meetings

As directed by the TOWN, CONSULTANT shall prepare necessary materials for and shall participate in up to two open house-style public meetings during the project design phase. The design phase public meetings are anticipated to occur at the 60% and 100% design milestones.

4.2. Town Council Meetings

As directed by the TOWN, CONSULTANT shall prepare necessary materials for and shall participate in up to two presentations to Town Council during the project design phase. The presentations will provide Council with project updates and will occur during regularly scheduled Council work sessions. Council updates are anticipated to occur at the 60% and 100% design milestones.

4.3. Public Outreach Media

The CONSULTANT shall work with the TOWN to develop various formats and media options for interaction and notifications to the Public concerning the Project's status. The TOWN shall be responsible for implementing and administering the public outreach program. The CONSULTANT shall work with the TOWN to prepare and provide the various materials (e.g. exhibits, schedules, updates) to be included in the outreach program.

4.4. Project Newsletters Support

The CONSULTANT shall provide the TOWN with supporting documentation including but not limited to: renderings, exhibits, schedules, progress narratives, up to eight (8) newsletters during the design process. Labels, postage and distribution will be furnished by the TOWN.



4.5. Coordination with Stakeholders and TOWN

- a. Throughout the design process, the CONSULTANT shall assist the TOWN in coordinating with the various Project stakeholders. These include but are not limited to:
 - Property, business owners, and business associations
 - Franchise utility companies (e.g. Oncor, ATT, Atmos, etc.),
 - DART (bus and rail)
 - NTTA/TXDOT/City of Dallas

The CONSULTANT will attend up to six (6) meetings with Project stakeholders.

- b. The CONSULTANT will assist, when necessary, with describing design and engineering requirements for the project at stakeholder meetings, TOWN coordination meetings and public meetings.
- c. The TOWN will be the principal contact for public and private inquiries regarding the project. The CONSULTANT may be called upon to support the TOWN in responding to inquiries or researching/investigating questions or input from stakeholders.

5. SUBSURFACE UTILITY ENGINEERING AND UTILITY COORDINATION

5.1. Ownership Data

The CONSULTANT shall provide the TOWN with an Excel spreadsheet showing current utility ownership and contact information for facilities within the Project limits.

5.2. Utility Coordination

The CONSULTANT shall coordinate and attend up to fifteen (15) utility coordination meetings with the TOWN and the franchise utility companies. Utility coordination shall include the identification of utility conflicts, coordination, compliance with any applicable utility accommodation rules, and resolution of utility conflicts. The CONSULTANT shall coordinate all activities with the TOWN, or their designee, to facilitate the orderly progress and timely completion of the Project's design.

5.3. Contact Local Utility Companies

CONSULTANT shall coordinate with the utility companies throughout the Design Phase. Unless directed otherwise, the TOWN shall be present at all meetings with the utility companies. CONSULTANT shall deliver to each of the utility companies, an electronic copy (or other submittal requirements as dictated by the utility company) of each Project Submittal for their review and comments.

- a. Near the onset of the Project, CONSULTANT shall provide advance notice of the Project to utility companies.



- b. CONSULTANT shall request from private utility companies plans of existing utilities and information regarding any known proposed projects planned within the next five years.
- c. Following subsurface utility engineering (SUE) field work and preparation of the existing utility plans, CONSULTANT shall provide the existing utility plans to the private utility companies and request verification.
- d. Utility coordination shall include preparation of a utility conflict log to be submitted as required with each plan development milestone phase. CONSULTANT shall compile, maintain, and update a Utility Conflict Log to include phone logs and all correspondence with all utility owners. Provide the most current copy of the conflict list to the TOWN at each milestone submittal, and coordinate with utility companies to resolve conflicts. The Utility Conflict Log should include the following information:
 - Owner of the facility, including the facility address and the name and telephone number of the contact person at the facility;
 - Type of facility;
 - Type and location of conflict, identified by station and offset
 - Expected clearance date;
 - Status;
 - Effect on construction;
 - Type of adjustment required;
 - Expected clearance date (if applicable).
- d. CONSULTANT shall create an existing utility exhibit clearly reflecting existing utility locations, type of facility, and potential conflicts.

5.4. Subsurface Utility Engineering (SUE)

CONSULTANT shall perform subsurface utility engineering (SUE), prepared in accordance with current ASCE standards and Utility Quality Levels, as follows.

CONSULTANT shall submit a recommendation for the Level A Subsurface Utility Engineering Services for the Project and receive approval from the TOWN prior to commencing said work. Work shall conform to the Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-22. This standard defines the following Quality Levels:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.

Quality Level B: Information obtained through the application of appropriate



surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

Quality Level D: Information derived from existing records or oral recollections.

The CONSULTANT shall show the SUE information in the design and construction drawings.

- 5.4.1. Locating – Level A: Based on initial site investigations and research, CONSULTANT anticipates performing up to 25 test holes for the Project. CONSULTANT will dig an approximately 12” x 12” test hole, record the depth, take a digital picture of the identified utility and the tape measurement between the utility and the top of the ground, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole.
- 5.4.2. Designating – Level B: Based on initial site investigations and research, CONSULTANT anticipates designating up to 105,000 linear feet of utilities, if tonable and/or accessible, in support of the proposed utility designs using geophysical prospecting equipment and reference to established survey control. Designating (Quality Level B) Services are inclusive of Quality levels C and D.
- 5.4.3. Investigate, observe and annotate survey of existing utilities as located and marked by Quality Level “C” Subsurface Utility Engineering (SUE) for visible above ground utility features that are correlated to existing utility records. CONSULTANT anticipates up to 35,000 linear feet of overhead and/or non-tonable utilities. The Level will be performed per the standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, CI/ASCE 38-22.
- 5.4.4. SUE Field Manager/Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, sealing the final deliverables and coordination with the project team.
- 5.4.5. Traffic Control: CONSULTANT will provide traffic control for the proposed SUE efforts. Traffic control will primarily consist of cones and signage. However, at locations where it is necessary to work within the paving limits of Quorum Drive or an adjacent side street, CONSULTANT will coordinate with the TOWN for any necessary temporary lane closures. Appropriate lane closure traffic control facilities will be provided such as flag person(s), arrow board(s) and changeable message board(s),



etc. CONSULTANT will use standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) traffic control details. CONSULTANT's traffic control plan shall be submitted to the TOWN for approval, prior to implementation.

5.4.6. SUE Deliverables: The CONSULTANT shall provide the following:

- a. Two (2) signed and sealed sets of 11" x 17" colored drawings depicting all utility information collected.
- b. Two (2) sets of 8 1/2" x 11" copies of CONSULTANT test hole data forms, signed and sealed by a registered professional engineer depicting the utility information collected. Test hole data forms will include supporting color photos.
- c. Electronic Microstation (DGN) or CAD (DWG) files in US feet (2D) format, .pdf format, and scanned record information in .pdf format if received from each utility.

6. TOPOGRAPHIC AND BOUNDARY SURVEY

CONSULTANT shall obtain the services of a Registered Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Survey services should include, but not be limited to the following:

- 6.1. Using Dallas County Appraisal District and Dallas County Clerk websites, CONSULTANT shall gather ownership and deed information for base drawing.
- 6.2. Research existing plats, Right-of-Way maps, deeds and survey for fence corners, monuments, iron pins, etc., within the existing Right-of-Way and analyze to establish apparent existing Right-of-Way. Apparent ROW is defined as the existing Right-of-Way with a plus/minus 1-foot tolerance. The preliminary base map will display the apparent Right-of-Way along with Dallas County Appraisal District records of lot or property lines, land ownership and addresses as publicly available.
- 6.3. The CONSULTANT shall prepare a ROW map, prepared by a Texas RPLS, depicting Ownership Data gathered, existing ROW and proposed ROW information. ROW information provided (both existing and proposed) must be of sufficient detail for the TOWN to make decisions regarding any proposed acquisitions.
- 6.4. Research and establish tract boundaries by field survey, calculations and adjustments and needed to create property line CAD file.
- 6.5. Establish horizontal and vertical control for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88. Provide survey notes on design drawings and electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be



documented and retraceable.

- 6.6. Survey for design and topographic mapping to create a topographic base map CAD file. Prepare a final design and topographic drawing in digital format showing visible features located in the field, an ASCII coordinate file of all points located in the field and a hard copy of the coordinates and feature descriptions (Work Notes and Sketches). Provide cross-sections of the existing roadway with shots being taken at the ROW, back of curb, edge of shoulder, gutter, back of curb) and centerline. Provide structure details of all cross culverts and downstream channel cross sections. Locate visible existing features within the project limits, including but not limited to, manholes, water valves, concrete, fences and other utilities. Survey will include verification of all pipe connections to manholes and inlets.
- 6.7. Prepare a Survey Control Map including but not limited to illustrating in graphical format the Rights-of-Way, proposed Permanent and Temporary Easements, project control line including all points of inflection, permanent and temporary Horizontal Control/Vertical Control Bench Marks (3 point tie details), coordinates of all horizontal/vertical control points and any other relevant data necessary to provide field parameters for construction. Survey Control Map shall be signed and sealed by the Registered Professional Land Surveyor responsible for the survey. Survey Control Map shall become part of the final construction documents.
- 6.8. Verify project control points in the field just prior to construction.

7. TREE IDENTIFICATION AND MANAGEMENT

7.1. Tree Survey

CONSULTANT shall survey location, size, and type of trees (4" in diameter at breast height and larger) within the Project limits. Each tree shall be identified with a unique number. Tree survey information will be incorporated into the overall topographic survey base.

7.2. Arborist Report

CONSULTANT shall perform an arborist inspection of trees (4" in diameter at breast height and larger) within the Project limits and provide a report outlining the findings. The report shall include the caliper inches of each tree, an assessment of tree condition and health, tree protection recommendations, and tree trimming/removal recommendations.

7.3. Tree Protection and Removal Plans

CONSULTANT shall prepare tree protection and removal plans and details in accordance with the arborist report and in consideration of the proposed Project improvements. Each tree will be given a unique identification number.

Tree impacts will be considered during the schematic and conceptual design phases as they could have bearing on the selected design alternative. Tree removal and protection plan



sheets will be introduced at the 60% design submittal. Every reasonable effort shall be made to reduce or eliminate tree removals.

No offsite tree mitigation plans are anticipated or included in this scope of work. Landscape plans will show what mitigation will be done with the Project.

8. WATER & WASTEWATER DESIGN

It is assumed that all of the Town's small diameter (6" – 12" diameter) water and wastewater lines within the pavement limits of Quorum Drive or within close proximity to the existing back of curb will be replaced as part of this roadway revitalization project. This assumption encompasses approximately 5,500 LF of water line ranging from 8" diameter to 12" diameter. Also included is approximately 1,300 LF of 8" diameter wastewater line.

Water improvements will also include the following Water CIP improvements as outlined in the Town's 2016 Water Master Plan:

- Water CIP Project 4: Upsizing 23 LF of 12" PVC to 16" DI water main connection between 36" & 12" main (south of Belt Line on Quorum)
- Water CIP Project 14: Upsizing 144 LF of 8" PVC to 10" PVC water main (Quorum Office Building #2)
- Water CIP Project 15: Upsizing 73 LF 8" PVC to 10" PVC water main (lateral off Quorum Drive)
- Water CIP Project 24: Upsizing 116 LF of 16" DI to 24" RCCP (intersection of Belt Line Road and Quorum Drive)

Design of repairs and/or replacement of the existing 24" and 36" water transmission mains within the Project limits is not included in this scope of work.

The design of the replacement lines shall be in accordance with the Town's criteria as well as the requirements of TCEQ (i.e. TAC Title 30, Chapters 217 and 290). The water and wastewater improvements shall include the following:

8.1. Overall project water layout sheets

The water layout sheet shall identify the proposed water main improvement/ existing water mains in the vicinity and all water appurtenances along with pressure plane boundaries, valves, and fire hydrants.

8.2. Overall project sewer layout sheets

The sewer layout sheet shall identify the proposed sewer main improvement/ existing sewer mains in the vicinity and all sewer appurtenances.

8.3. Water Plan and Profile sheets which show the following:

- a. proposed water plan/profile and recommended pipe size



- b. coordinates on all P.C.'s, P.T.'s, P.I.'s, valves, mainline fittings, etc., in the same coordinate system as the Control Points.
- c. fire hydrants
- d. water service lines and meter boxes
- e. gate valves and isolation valves
- f. existing meter and sizes
- g. existing fire line locations
- h. existing utilities and utility easements
- i. address, parcel number, and property ownership

8.4. Sewer Plan and Profile sheets which show the following:

- a. proposed sewer plan/profile and recommended pipe size
- b. coordinates on all P.C.'s, P.T.'s, P.I.'s, manholes, etc., in the same coordinate system as the Control Points.
- c. manhole locations
- d. existing service lines
- e. existing utilities and utility easements
- f. address, parcel number, and property ownership

8.5. The CONSULTANT shall make provisions for reconnecting all identifiable water and/or wastewater service lines which connect directly to any main being replaced, including replacement of existing service lines within TOWN right-of-way or utility easement. When the existing alignment of a water and sanitary sewer main or lateral is changed, provisions will be made in the final plans and/or specifications by the CONSULTANT to relocate all service lines which are connected to the existing main and connect said service lines to the relocated main.

8.6. The CONSULTANT shall verify existing water meter sizes throughout Project limits.

8.7. The CONSULTANT will prepare special details for water and sewer line installation and/or replacement that are not already included TOWN's standard details. These may include connection details between various parts of the project, tunneling details, boring and jacking details, relocations, details unique to the construction of the project, trenchless details, and special service lateral reconnections.

9. DRAINAGE ANALYSIS AND DESIGN

The drainage analysis and design for the Project shall be in accordance with the TOWN's Drainage Criteria Manual and Drainage Master Plan and shall include an analysis of the existing and proposed drainage within the Project limits, and design of drainage improvement plans as necessary for compliance with current TOWN standards.

9.1. Preliminary Drainage Design

9.1.1. Drainage Area Mapping

Delineate drainage area boundaries based on topographic survey, record drawings,



site inspection, and other suitable topographic maps and records (if available). Compare watershed boundaries and limits to information found in the TOWN's latest Drainage Study, if available.

9.1.2. Calculate Drainage Area Runoff

Calculate drainage area runoff using the rational method.

9.1.3. Existing Capacities

Utilizing topographic survey and record drawing information, calculate the existing street, ROW, inlet, and storm drain capacities within the Project limits. Compare calculated runoff with existing capacities and historical flooding/drainage issue records.

9.1.4. Recommended Drainage Improvement

Based on drainage area mapping, calculated drainage area runoff, existing system capacities, the TOWN's latest drainage criteria, and historical flooding/drainage issue records, provide recommendations for drainage improvements to be associated with the Project.

Preliminary drainage analysis information will be compiled along with the recommended improvements and will be submitted to the TOWN with the Design Summary Report for review and approval.

No watershed studies, 2D modeling, HEC-RAS modeling, or drainage analysis/design beyond the Quorum Drive ROW are anticipated.

9.2. Final Drainage Design

9.2.1. Sub Area Mapping and Inlet Sizing (StormCAD or other approved method).

Subdivide the overall drainage areas into sub-areas and calculate the discharge directed to each proposed inlet. Analyze inlet capacities and adjust inlet locations and sub-areas as needed to obtain acceptable water spread widths within the roadway. Prepare a drainage area map identifying all sub-areas.

9.2.2. Storm Sewer Sizing (StormCAD or other approved method)

Size a network of storm sewers to collect inlet flows and route the discharge to the locations selected in the alternative development stage. Prepare hydraulic data sheets for inclusion in the plans.

9.2.3. Storm Sewer Plan and Profile

Prepare storm sewer plan and profile sheets depicting storm sewer, inlets and manholes necessary to drain the facility and convey the runoff to the designated discharge points.



The storm sewer plan profiles will be consistent with the hydraulic computations developed using StormCAD or other approved method, and the TOWN's latest drainage criteria. Inlets, manholes and junctions will be in accordance with TOWN standard details. Prepare layouts at 1" = 50' (or smaller scale) horizontal and 1" = 10' vertical (or smaller) on 22"x34" plan sheets unless otherwise directed.

9.2.4. Special Inlet Details

Prepare custom details to clarify construction details of non-standard inlets, if needed.

9.2.5. Miscellaneous Drainage Details

Prepare plan details necessary to clarify the construction requirements of the drainage facilities.

9.2.6. Summary of Drainage Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all drainage facilities.

9.2.7. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

10. ROADWAY DESIGN

Roadway design for this project shall include the reconstruction of approximately 0.90 miles of Quorum Drive (existing 4-lane divided arterial) including medians, sidewalks/trails, ADA ramps, driveways, street intersections, pavement markings, and signage. The southern design limit for the Project will be the western ROW line of the Dallas North Tollway (DNT). The northern design limit for the Project will be the southern edge of the DART railroad crossing panels, north of Arapaho Road.

The street and driveway intersections include the following:

- Landmark Place
- Belt Line Road
- Edwin Lewis Drive
- Arapaho Road
- DART pavement connection
- Approximately 31 commercial driveways

It is anticipated that the roadway will be reconstructed to generally conform to its current configuration (e.g. same number of through lanes, turn lanes, median breaks, etc.). Any proposed pavement adjustments greater than 6" vertically or 12" horizontally shall require a



design exception.

Specific design elements are further outlined as follows.

10.1. Finalize Design Elements

10.1.1. Finalize Vertical & Horizontal Alignments

The CONSULTANT shall base design on the approved schematic, finalize horizontal, vertical, and cross-sectional design elements for all roadways. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.

10.1.2. Traffic, Intersection, and Access Management Design

Utilizing information provided by the TOWN or its traffic consultant, determine and develop proposed traffic element modifications such as turn lane limits and locations, median opening locations, driveway geometrics, and intersection geometrics.

10.1.3. Typical Sections

Develop final proposed typical sections for all roadways. Typical sections shall include representations of the various proposed conditions, such as pavement materials and thickness, cross-slopes, side slopes, number of lanes, lane widths, retaining wall locations, shoulder widths, clear zones, border width, sidewalk locations, and right-of-way width.

10.1.4. Driveway Profiles / Cross Sections

Analyze all driveways within the project and develop driveway profiles as needed to ensure that driveways function as intended. (For example, residential driveways will be designed to accommodate passenger cars, commercial driveways will be designed to accommodate trucks). Delineate the limits of construction outside of the right-of-way as needed to secure an adequate driveway profile. Driveways shall be ADAAG/TAS compliant, as applicable.

10.1.5. Side Street Profiles

Develop profiles for each side street and analyze each for accessibility to trucks and buses. Delineate the limits of construction necessary to develop a suitable profile.

10.1.6. Intersection Layouts

Develop plan layouts for each side street and analyze each for positive drainage while identifying proposed elevations along each radius return to ensure acceptable intersection design.



10.2. Plan Development

10.2.1. Develop Final Typical Section Sheets

Prepare typical section sheets showing the existing typical section(s) and proposed typical section sections for all roadways

10.2.2. Prepare Control Data Sheets

Prepare a set of control data sheets listing horizontal and vertical control information. Coordinates, stations, and elevations of key alignment features and benchmarks shall be noted.

10.2.3. Plan and Profile Sheets

Using the approved preliminary geometric layout as the base drawing, prepare plan-profile sheets for each roadway at 1" = 50' (or smaller scale) horizontal scale and 1" = 10' vertical scale (or smaller) on 22" x 34" plan sheets, unless otherwise directed.

10.2.4. Roadway Cross-Sections

Provide design cross-sections at 50' intervals and at all driveways and side streets that are annotated at all break points and are produced at a 1" = 10', 1" = 20' or other scale as directed, on 22" x 34" plan sheets. Original ground line, design subgrade line and finished grade line shall be shown.

10.2.5. Cross Street Plan & Profiles

The CONSULTANT shall develop cross street profiles using the same criteria as roadway plan & profiles.

10.2.6. Intersection Layout Sheets

The CONSULTANT shall develop intersection layout sheets that show street curb return radii, ramp and crosswalk configurations, and intersection grading.

10.2.7. Summary of Roadway Quantities

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all roadway-related facilities.

10.2.8. Signing & Pavement Marking Layouts

Prepare signing and pavement marking layouts (1"=50' or smaller scale) in accordance with applicable design standards, and the TMUTCD. These layouts will depict signage, pavement marking, and delineator type on the same plan sheet.



10.2.9. Pavement Marking Details

Prepare details necessary to clarify the construction requirements of the pavement marking plans.

10.2.10. Prepare Small Sign Details

Prepare small sign detail sheets for non-standard conditions. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.

10.2.11. Prepare Summary of Pavement Markings

Compute quantities and summarize in the plans and prepare a bid item list and estimated prices for all pavement markings.

10.2.12. Prepare Small Sign Summary

Determine the mounting requirements for each sign or sign cluster based on TMUTCD and/or other applicable standards. Provide a summary of all the signs together with totals for each mount type.

10.2.13. Assemble Applicable Standards

Identify and acquire all applicable standards. Modify standards as needed. Plot sheets and incorporate into the plans.

11. TRAFFIC ANALYSIS AND SIGNAL DESIGN

11.1. Permanent Signal Design

The CONSULTANT shall prepare permanent traffic signal plans for the proposed signalized intersections to be modified along Quorum Drive, consisting of the following intersections:

- Quorum Drive at Belt Line Road
- Quorum Drive at Edwin Lewis Drive
- Quorum Drive at Arapaho Road

CONSULTANT will conduct a field investigation to verify existing signage and traffic control devices. This, along with the topographic survey and SUE conducted in previous tasks, will form the basis for permanent signal design. CONSULTANT will coordinate permanent traffic signal design with other roadway improvements at the project intersections.

CONSULTANT will design the following components of the permanent signals:

- Proposed traffic signal cabinet location
- Proposed electrical service point of delivery and point of service



- Proposed signal poles and pedestrian poles
- Proposed push buttons
- Ground boxes
- Conduit and cable runs
- Wiring tables
- Vehicle detection
- Signal head designations
- Mast arm signage

CONSULTANT will assemble applicable design standards and specifications from the TOWN.

The CONSULTANT shall coordinate removal of conflicts with existing aerial and underground utilities and the permanent and/or temporary signals with the TOWN. CONSULTANT will coordinate with the electric power company to identify a source for electrical service.

The permanent traffic signal design package will consist of the following plan sheets:

- Traffic Signal Notes
- Existing Conditions Sheet (one per intersection) showing existing intersection and roadway layout, signs, pavement markings, other notable above ground features, and utilities recorded from the topographic survey
- Traffic Signal Layout Sheet (one per intersection) including overhead signs and pedestrian elements
- Traffic Signal Detail Sheets (three per intersection) with tabulation of quantities, electrical chart, signal sequence chart, detector assignment chart, signal termination chart
- Standard Detail Sheets as may be applicable

CONSULTANT will prepare summary of signal quantities for 90% and 100% submittals.

11.1.1. Project Meetings

At the outset of the project, the CONSULTANT will prepare for and attend one traffic-related kick-off meeting to discuss the TOWN project requirements and any special design or coordination needs.

After the preliminary 60% submittal, the CONSULTANT will prepare for and attend one meeting with Town staff to receive comments. After the pre-final 90% submittal, the CONSULTANT will prepare for and attend one meeting with Town staff to receive comments.

11.2. Temporary Signal Design

The CONSULTANT will prepare temporary traffic signal plans to match proposed



construction sequencing plans for up to four signalized intersections on Quorum Drive (Dallas Parkway, Belt Line, Edwin Lewis, and Arapaho). It is assumed that 3 phases will be required at each intersection. These plans will illustrate the layout of the proposed signals and associated small signs attached to signal mast arms or span wires, phasing diagrams and details.

The signalized intersection of Dallas Parkway & Quorum is operated by the City of Dallas. CONSULTANT will conduct field meeting with City of Dallas and Town of Addison staff during the preliminary design phase.

CONSULTANT will design the following components of the temporary traffic signals:

- Timber pole locations
- Controller cabinet and power source location
- Overhead span wire, signal head placement, and cabling requirements
- Pedestrian accommodations
- Summary charts

11.3. Traffic Analysis

The CONSULTANT will evaluate turn-lane storage for the proposed signalized intersections to be modified along Quorum Drive (Belt Line, Edwin Lewis, and Arapaho). This evaluation will consist of analysis of existing storage provided at other unsignalized intersections currently in the corridor. The storage evaluation will be based on traffic demand during the AM, Midday, PM, and Saturday peak periods, and will assume that existing median access will remain for the future design. Any changes in median access (closing of current median openings) would trigger the need for further data collection and analysis, not included in this scope of services.

11.3.1. Traffic Data Collection

New turning movement count data will be collected, as soon as is practicable when school is in session, for the three signalized intersections in the project. This data will be collected and tabulated for 1.5 hour periods (six 15-minute intervals) during the AM, Midday, PM, and Saturday peak periods, identified using the Town's most recent arterial traffic count data.

11.3.2. Field Evaluation of Current Turn Storage and Demand

The CONSULTANT will observe actual traffic operations on the street within the corridor during typical non-holiday AM, Midday, PM, and Saturday peak periods. The focus of these observations will be to determine where current turn-bays exceed demand, where traffic operations could be improved with additional turn storage capacity, and also to identify where other geometric enhancements could result in better overall traffic operations for the reconstructed roadway. Observations will also be used to calibrate and validate the Synchro model being used as part of this analysis.



11.3.3. Modeling and Queue Storage Evaluation

New traffic volumes will be integrated into AM, Midday, PM, and Saturday peak signal timing models. These models will be calibrated based on in-field observations and used to develop recommendations for the length of turn-bay storage to be provided in the new roadway design. These models can also be used for evaluating and recommending the most desirable lane configurations during various phases of construction, and for developing temporary traffic control strategies.

11.3.4. Technical Memorandum

A brief technical memorandum will be developed to summarize the analysis and recommendations. This memorandum will include a table of recommended storage lengths and other potential operational enhancements.

11.3.5. Meetings

CONSULTANT will attend one meeting to discuss preliminary findings with the Design Team, and one meeting to present findings to the TOWN. In addition, CONSULTANT will participate in up to three on-screen or telephone coordination meetings with the design team.

12. ILLUMINATION DESIGN

CONSULTANT will provide roadway and pedestrian illumination design as follows:

12.1. Preliminary (60%) Illumination Plans

Prepare preliminary illumination design plans. Preliminary Design Plans must be approved by the TOWN prior to commencing with the preparation of Final Design Plans. Preliminary Design Plans will be prepared by following the steps described below:

- 12.1.1. Review AASHTO requirements to assign a roadway classification and to determine light level requirements. Perform light level calculations using AGI design software to determine pole spacing. In addition, generate a photometric plan of a typical segment of Quorum Drive to identify pole spacing requirements for the corridor.
- 12.1.2. Review clearance requirements to assess appropriate pole placement per TOWN standards.
- 12.1.3. Coordinate with the appropriate utility companies to identify service locations, types, and standards for lighting.
- 12.1.4. Show pole foundation locations, conduits, ground boxes, electrical service data sheet, power source locations, and conductor charts. In addition, submit photometric



plan layout for review by the TOWN.

12.1.5. If requested by the TOWN, provide for decorative banner arm brackets to be mounted on illumination poles for holiday or event activities.

12.1.6. Prepare an estimate of construction quantities and develop preliminary statement of probable construction cost.

12.2. Pre-Final (90%) Illumination Plans

Review comments on the preliminary design plans provided by the TOWN and incorporate the comments into the 90% design plans. Develop the 90% design plan package including:

12.2.1. Prepare layouts showing roadway and pedestrian illumination plans as well as supporting detail tables to reflect a complete illumination design.

12.2.2. Illumination General Notes shall be compiled and inserted in the plans.

12.2.3. Quantities shall be compiled and summarized in a tabular format with the description of the items matching that of the bid documents.

12.2.4. Appropriate details and standards shall be compiled and inserted into the plans.

12.2.5. Special Specifications, if applicable.

12.2.6. Prepare and submit a final estimate of construction cost.

12.3. Final (100%) Illumination Plans

12.3.1. Review comments on the final illumination design plans provided by the TOWN and incorporate the comments into the final design plans.

12.3.2. Finalize construction contract documents including special technical specifications and special conditions (if any).

12.3.3. Prepare estimates of final construction quantities and final opinions of construction costs for roadway and pedestrian illumination elements.

12.4. Amenity and Illumination Electrical Design

CONSULTANT shall provide electrical design necessary to support pedestrian illumination plan for the full corridor and as well as anticipated programming/activities (e.g. pop-up vendors, outdoor work stations, holiday lighting, etc.) and amenity areas within the Project limits for up to four (4) locations. Electrical design provided under task 12.4 shall be based on light pole placement, fixture types, holiday lighting locations, receptacle placements,



and other amenity locations determined under tasks 12.1, 12.2, and 12.3.

- 12.4.1. Coordinate amenities and programming activities with the TOWN for the different locations.
- 12.4.2. Perform voltage drop calculations to determine electrical conductor size and grounding conductors.
- 12.4.3. Provide electrical circuit diagrams and details.
- 12.4.4. Design conduit size per TOWN standards and direction.
- 12.4.5. Design electrical services including electrical service data, breaker size, and service entrance conductors.
- 12.4.6. Prepare construction contract documents including special technical specifications and special conditions (if any).
- 12.4.7. Prepare estimates of final construction quantities and final opinions of construction costs for electrical elements.

13. PUBLIC SPACE, LANDSCAPE, IRRIGATION, AND AESTHETICS DESIGN

Design for this project shall include landscape and irrigation improvements associated with the reconstruction of approximately 0.90 miles Quorum Drive (existing 4-lane divided arterial). The southern design limit for the Project will be the western ROW line of the Dallas North Tollway (DNT). The northern design limit for the Project will be the southern edge of the DART railroad crossing panels, north of Arapaho Road. Detailed design of placemaking elements and public space improvements such as public amenities, hardscape features, street furnishings, and public art will include the intersection of Belt Line Road and Quorum Drive to the north and the Dallas North Tollway ROW to the south, approximately 0.5 miles..

The street and driveway intersections include the following:

- Landmark Place
- Belt Line Road
- Edwin Lewis Drive
- Arapaho Road
- DART pavement connection
- Approximately 31 commercial driveways

It is anticipated that the public space will be reconstructed to generally conform within its current configuration (e.g., same building footprints, number of through lanes, turn lanes, median breaks, etc.). Specific design elements are further outlined as follows.

- 13.1. Finalize Public Space Environment and Experience



The CONSULTANT shall base the design on the approved vision, schematic, and finalized horizontal, vertical, and cross-sectional design elements in coordination with all roadways for the area south of Belt Line Road. All design shall be American Disabilities Act Accessibility Guidelines and Texas Accessibility Standards (ADAAG/TAS) compliant, as applicable.

13.2. Hardscape Plan Design

The CONSULTANT shall provide a Hardscape Plan that consists of hard surface elements of the site on the ground plane. Elements typically include pedestrian paving, selection and location of ornamental light fixtures, gathering spaces, seat walls/retaining walls, pedestrian handrails, exterior stairs and ramps, site furniture, fencing, mow curbs, and shade structures. Additional elements anticipated for the Project include gateway monumentation, way finding signage, and enhanced bus stop shelters.

13.2.1. Design Development: One (1) image board depicting proposed materials and design theme options. Plans to include one (1) Layout Plan depicting horizontal alignment, one (1) Grading and Drainage Plan depicting direction and location of site drainage for exterior spaces outside of vehicular circulation that will be passed along and coordinated with the Civil Engineer's grading and drainage plan and Site Detail Plans depicting elevations and sections of key elements prepared as a part of this item. An opinion of probable construction cost will be provided.

13.2.2. Construction Documents: Plans to include layout, grading and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item.

13.3. Landscape Plan Design

The CONSULTANT shall provide a Landscape Planting Plan, for the full project corridor as it relates to the civil improvements, that consists of selection and location of ornamental plantings, street or site shade trees, turf, mulches and associated items.

13.3.1. Design Development: Plans to include one (1) Planting Plan depicting locations of plants with associated notes, quantities, and schedules. One (1) Planting Details Plan depicting soil preparation and amenities prepared as a part of this item.

13.3.2. Construction Documents: Plans to include planting and detail plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules. Technical specifications will be prepared for each critical item in the Landscape Planting Plans.

13.3.3. Coordination with the Civil Engineer for any required grading of an ornamental nature to be included into the overall site grading plan.



13.4. Irrigation Plan Design

The CONSULTANT shall provide a Landscape Irrigation Plan that consists of a fully automated irrigation system to service plantings on the site as required.

13.4.1. Design Development: Plans to include one (1) Irrigation Plan depicting locations of all irrigation components, including controllers, main lines, valves, heads and specialty items.

13.4.2. Construction Documents: Plans to include Irrigation Plans to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules, pipe sizing, notes and technical installation details. Technical specifications will be prepared for irrigation components.

13.4.3. Coordination with the Civil Engineer to pass along requested tap location(s), sleeving, and meter placement.

13.4.4. Coordination with the Civil Engineer to assure that sleeves for irrigation system are accounted for on the plans.

13.4.5. Coordination with the Electrical Engineer to provide electrical service to the irrigation controller.

Not included in this item:

- Pump systems and filters required for use of non-potable water and storm water recapture. These services can be provided as a Special Service.

14. MISCELLANEOUS CONSTRUCTION DOCUMENT DEVELOPMENT

The CONSULTANT shall develop the following for inclusion into the construction documents:

- a. Cover
- b. Sheet index and legend
- c. General notes
- d. Project layout
- e. Survey control layout
- f. ROW and easement layout
- g. Quantity summary sheet
- h. Demolition plan
- i. Construction sequencing
- j. Grading plan
- k. Detailed traffic control plan (for DNT connection only)
- l. Erosion control
- m. Existing utility plans (SUE sheets)
- n. Special/Miscellaneous details
- o. Technical specifications



- p. Construction contract documents (project manual)

15. PROCUREMENT SUPPORT SERVICES

15.1. Procurement Approach

CONSULTANT will collaborate with the TOWN to develop a contractor procurement strategy. If the competitive sealed proposal approach is selected, CONSULTANT will collaborate with the TOWN to determine the proposal requirements and scoring system.

15.2. Proposal Document Distribution

CONSULTANT will assist the TOWN in the distribution of proposal documents to prospective offerors by uploading documents to Civcast. No hardcopy distribution is anticipated.

15.3. Pre-Proposal Meeting

CONSULTANT shall attend up to two Pre-Proposal Conferences with TOWN representatives and prospective offerors, prepare a sign-in sheet, prepare Pre-Proposal Conference minutes, and prepare and issue addenda as appropriate to clarify, correct, or change the proposal documents.

15.4. Offeror Questions

Assist the TOWN in addressing and responding to offeror questions and requests.

15.5. Addenda

CONSULTANT shall prepare and issue addenda as appropriate to clarify, correct, or change the proposal documents.

15.6. Proposal Opening and Tabulation

CONSULTANT shall attend the formal opening of proposals and tabulate the bid tabulation. CONSULTANT will assist the TOWN in review of proposals and provide a written recommendation regarding the award of the contract. The recommendation for award should include a summary of the offeror qualifications and scoring.

15.7. Conformed Construction Documents

Following the award of the construction contract to a contractor, CONSULTANT shall compile and provide conformed (released for construction) construction documents for execution, distribution, and use during construction.



16. EASEMENT AND ROW DOCUMENT PREPARATION

CONSULTANT shall obtain the services of a Registered Professional Land Surveyor to perform field surveys. All surveys shall comply with the latest revision of the Professional Land Surveying Practice Act of the State of Texas and shall be accomplished under the direct supervision of a currently licensed State of Texas Registered Professional Land Surveyor. Survey services include the following:

- 16.1. Prepare metes and bounds for proposed permanent easements or right-of-ways, signed and sealed by an RPLS. The anticipated number of permanent easements or right-of-way documents for the Project is 28. Preparation of permanent easement or right-of-way documents beyond 28 shall be considered an Additional Service and shall be performed at a unit cost of \$2,500 per permanent easement or right-of-way document.
- 16.2. Prepare metes and bounds for proposed temporary easements, signed and sealed by an RPLS. The anticipated number of temporary easements for the Project is 28. Preparation of temporary easement documents beyond 28 shall be considered an Additional Service and shall be performed at a unit cost of \$2,000 per temporary easement document.
- 16.3. Proposed right-of-way shall be monumented in the field. Proposed permanent easements will be monumented in the field, if necessary. Proposed temporary construction easements will not be monumented.

17. EASEMENT AND RIGHT-OF-WAY ACQUISITION

CONSULTANT provide appraisal, right of entry, negotiation, and title and closing services for the Project. This includes up to 28 parcels. Services will comply with the City's Standards and the requirements of Texas Senate Bill 18.

- 17.1. Real Estate Appraisal Services (\$5,000 each)
 - 17.1.1. Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT'S Project Manager.
 - 17.1.2. Appraisers will prepare and conduct personal pre-appraisal contact with interest owners for each parcel.
 - 17.1.3. Appraisers will contact property owners or their designated representatives to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain a record of contact in the file.
 - 17.1.4. For an initial appraisal assignment, prepare an appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies, procedures, and the Uniform Standards of Professional Appraisal Practices



promulgated by the Appraisal Foundation.

17.1.5. CONSULTANT will review and recommend completed appraisals for approval by the TOWN Staff or assigns.

17.1.6. Should the TOWN request revisions or updates to appraisal reports, the CONSULTANT will submit associated fees to the TOWN for approval before authorizing such revisions or updates.

17.2. Negotiation Services for Right-of-Entry (\$500 each)

17.2.1. Analyze Dallas County Appraisal District information and perform research to determine property ownership and the landowner's contact information.

17.2.2. Contact the landowners to verify their contact information, ownership of the property and let them know about the need for a Right-of-Entry onto their property.

17.2.3. Prepare and send the Right-of-Entry by mail or email per the landowner's preference.

17.2.4. If property owners do not respond to the initial letter request, CONSULTANT will send a follow-up request letter via certified U.S. mail, return receipt requested. If permission is not obtained after two attempts, CONSULTANT shall engage the TOWN for support.

17.3. Negotiation Services for Easement and ROW Acquisition (\$5,000 each)

17.3.1. Analyze preliminary title report to determine potential title curative issues.

17.3.2. Analyze appraisal report if applicable; confirm the TOWN's approved value before making an offer for each parcel.

17.3.3. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the TOWN on TOWN-approved forms.

17.3.4. Send the initial offer, appraisal, and required brochures to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

17.3.5. Make four (4) diligent attempts to contact each property owner, after which the property owner will be considered non-responsive, and negotiations will be considered exhausted.

17.3.6. Prepare and maintain a negotiator's report for each parcel.

17.3.7. Receive any counteroffers from the property owner. Evaluate all counters and submit



to and discuss them with the TOWN's Project Manager.

17.3.8. After the concurrence of the TOWN Project Manager, prepare the final offer letter and mail conveyance documents by CMRRR.

17.3.9. If a settlement can't be reached or title can't be cleared, a file suitable for Eminent Domain proceedings will be provided to the TOWN.

17.4. Title Services (\$1,000 each)

17.4.1. Secure title commitment or preliminary title search and 5-year sales data from the Title Company that will provide title insurance.

17.4.2. The curative services necessary to provide clear title to the TOWN are the CONSULTANT's responsibility.

17.4.3. Secure title insurance for all parcels acquired, ensuring acceptable title to the TOWN. Written approval by the TOWN is required for any exception.

17.4.4. CONSULTANT provides closing services in conjunction with the Title Company. The cost of title insurance is paid by the TOWN and is not included in the CONSULTANT's negotiated fee schedule.

17.4.5. Any fees related to obtaining certified court documents and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.

17.4.6. In conjunction with the title company, the CONSULTANT shall cause the recordation of all instruments conveying property to the TOWN. The cost of recording and filing fees are paid by the TOWN and are not included in the CONSULTANT's negotiated fee schedule.

CONSULTANT fees associated with Task 17 are not to exceed **\$322,000** without prior permission from TOWN. This includes up to 28 parcels with appraisal, negotiation, title research/closing services.

Appraisals – \$140,000 (up to 28 parcels; unit price of \$5,000 each)

Right-of-Entry (ROE) – \$14,000 (up to 28 parcels; unit price of \$500 each)

Negotiation Services – \$140,000 (up to 28 parcels; unit price of \$5,000 each; billed as percent complete)

Title Services – \$28,000 (up to 28 parcels; unit price of \$1,000 each)



18. GEOTECHNICAL INVESTIGATIONS

18.1. Subsurface Exploration

Based on past experience in the vicinity of the project, anticipated subsurface conditions consist of soils and shale of the Austin Chalk geological formation.

Experienced drillers and technicians will evaluate subsurface conditions with a total of seven (7) sample borings drilled to a depth of 15 feet below existing grades.

The field personnel will drill the borings using truck-mounted equipment. Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CONSULTANT's personnel will stake the boring locations using hand-held GPS equipment. Approximate locations of the borings will be shown on the plan of borings. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface with quick-set concrete.

18.2. Laboratory Services

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- liquid and plastic limit determinations
- unit weight determinations
- absorption pressure and/or one-point pressure swell tests
- Eades and Grim lime series tests
- soluble sulfate tests

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

18.3. Engineering Services

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. CONSULTANT will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions, and remedial measures for observed



surface water seepage as necessary

- recommendations for pavement subgrade stabilization type, depth and concentration
- comments on the presence of sulfates and remedial measures as required
- an evaluation of the swell characteristics of the subgrade soils
- guidelines for pavement design
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services.

19. AGENCY COORDINATION AND PERMITTING

- 19.1. During the design and permitting phase, the CONSULTANT shall coordinate with agencies that may impact or influence the Project. Such agencies for the Quorum Drive project may include DART, NTTA, TxDOT, City of Dallas, Dallas County, and/or NCTCOG. The CONSULTANT shall be responsible for notifying the TOWN regarding any required permitting regulations imposed by any agency within the Project limits including crossing of other ROW or easements with the Project limits.

At the TOWN's request the CONSULTANT will prepare any necessary documentation, drawings, overlays, base maps, etc. required to receive said permit(s).

- 19.2. CONSULTANT to provide for ADA plan review and inspections.

20. MULTIPLE CONSTRUCTION PACKAGES

The ultimate, complete project will be designed at the same time, as a singular design effort. However, prior to advertising the Project for construction, the CONSULTANT will collaborate with the TOWN to determine whether the Project must be delivered in phases due to construction funding limitations. If needed, CONSULTANT shall break the construction documents into multiple construction document packages to accommodate phased construction. No more than two construction packages (for a two-phase construction) are anticipated.

21. DIRECT EXPENSES

Direct expenses, including plots, prints, plans, documents, presentation boards, visual aids, and mileage, will be covered by a fixed fee amount of \$43,000 billed as a percentage complete over the duration of the contract. No individual or separate accounting of these items will be performed by the CONSULTANT or provided with invoices.

An additional direct expenses allowance of \$25,000 is established for potential costs associated with public engagement activities, such as venue costs, food, beverage,



advertisements, and related items. Utilization of this direct expense allowance shall require prior approval by the TOWN. Associated expenses shall be itemized on project invoices and no markup shall be added.



EXCLUSIONS AND ADDITIONAL SERVICES

Services not specifically identified in the above Scope of Services shall be considered additional services and shall be performed on an individual basis upon written authorization by the TOWN. Additional services shall include, but are not limited to, the following:

1. Attendance and preparation for meetings or presentations beyond those identified in the Scope of Services.
2. Water shed studies, 2D drainage analysis, or drainage analysis/design beyond Quorum Drive corridor.
3. Preparation of detailed traffic control plans other than those listed in the Scope of Services.
4. Storm Water Pollution Prevention Plans other than those listed in the Scope of Services.
5. Survey or design of improvements outside of the Project limits.
6. Design of 24" or 36" water transmission main improvements.
7. Detailed design of improvements within DNT ROW (schematic only).
8. Design of improvements within DART ROW beyond a pavement connection to the southern edge of the existing railroad crossing panels.
9. Offsite tree mitigation plans.
10. Traffic studies or analysis beyond those identified in the Scope of Services.
11. Public art design other than identified in the Scope of Services.
12. Demolition plans for any existing structures or facilities beyond those identified in the Scope of Services.
13. Environmental impact statements, evaluation or permitting related to TCEQ or the United States Army Corps of Engineers.
14. Design of franchise utility relocations.
15. TxDOT Local On-System Agreement (LOSA).
16. Value Engineering efforts for layouts, designs or plans that have been approved for bidding by the TOWN.
17. Public space event programming.
18. Maintenance program development or implementation.
19. Condemnation services.
20. Construction phase services.
21. Construction staking.
22. Pipeline condition assessment.
23. Detailed design of public space improvements, including but not limited to public amenities, hardscape features, street furnishings, and public art north of Belt Line Road.



RESPONSIBILITIES OF THE TOWN

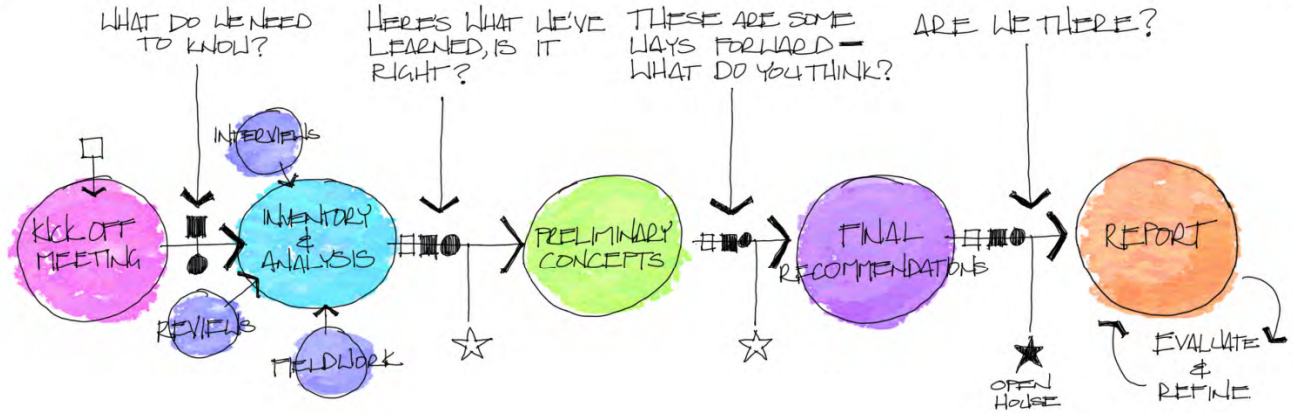
The TOWN shall perform and/or provide the following in a timely manner so as not to delay the Services of the CONSULTANT. Unless otherwise provide in this Scope of Services, the TOWN shall bear all costs incident to compliance with the following:

1. Furnish all available documents for all existing and proposed facilities within the Project limits.
2. Furnish available electronic or hardcopy construction plans and documents for existing facilities or those proposed by work outside the Scope of Services within the Project limits as information becomes available.
3. This scope of services anticipates that the TOWN or its representatives will provide base information for any other projects being designed within or adjacent to the Project limits. If possible, the information shall be provided in electronic format.
4. Furnish the TOWN's standard details, specifications, and contract documents.

ATTACHMENT 'A' – PLACEMAKING AND URBAN DESIGN VISIONING PROCESS

DESIGN PROCESS

UNDERSTANDING EXPLORING DECISION MAKING




- - KEY CLIENT REPRESENTATIVE
- ▤ - TAC (TECHNICAL ADVISORY COMMITTEE)
- ▥ - CAC (CITIZEN ADVISORY COMMITTEE)
- ☆ - TOWN HALL MEETING
- ★ - OPEN HOUSE

Attachment 'B' - Project Limits

Quorum Drive Revitalization

Legend

 Quorum - Project Limits

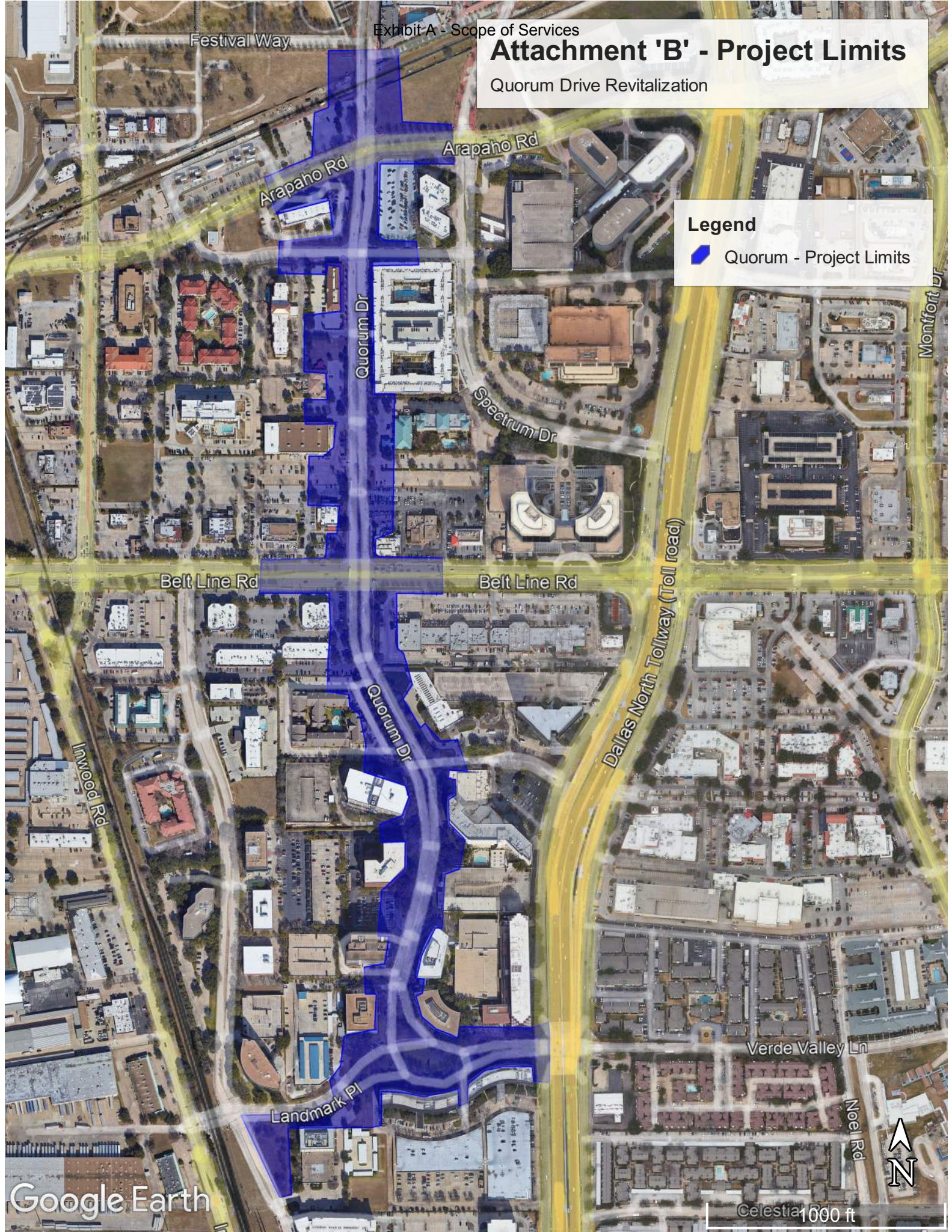


Exhibit A - Scope of Services

QUORUM DRIVE FEE SUMMARY

Task	Total Budget	Civil Subtotal	Placemaking Subtotal	Fee Structure
Task 1 - Project Management	\$ 221,540	\$ 221,540	\$ -	Fixed Fee
Task 2 - Placemaking and Urban Design Visioning	\$ 344,227	\$ -	\$ 344,227	Fixed Fee
Task 3 - Design Summary Report and Schematic Plan	\$ 262,308	\$ 215,756	\$ 46,552	Fixed Fee
Task 4 - Design-Phase Public Involvement	\$ 98,800	\$ 98,800	\$ -	Fixed Fee
Task 5 - Subsurface Utility Engineering and Utility Coordination	\$ 416,420	\$ 416,420	\$ -	Fixed Fee
Task 6 - Topographic and Boundary Survey	\$ 110,495	\$ 110,495	\$ -	Fixed Fee
Task 7 - Tree Identification and Management	\$ 45,000	\$ 45,000	\$ -	Fixed Fee
Task 8 - Water & Wastewater Design	\$ 213,240	\$ 213,240	\$ -	Fixed Fee
Task 9 - Drainage Analysis and Design	\$ 194,850	\$ 194,850	\$ -	Fixed Fee
Task 10 - Roadway Design	\$ 392,690	\$ 392,690	\$ -	Fixed Fee
Task 11 - Traffic Analysis and Signal Design	\$ 271,590	\$ 271,590	\$ -	Fixed Fee
Task 12 - Illumination Design	\$ 141,940	\$ 141,940	\$ -	Fixed Fee
Task 13 - Public Space, Landscape, Irrigation, and Aesthetics Design	\$ 522,050	\$ 246,395	\$ 275,655	Fixed Fee
Task 14 - Miscellaneous Construction Document Development	\$ 284,625	\$ 284,625	\$ -	Fixed Fee
Task 15 - Procurement Support Services	\$ 47,532	\$ 40,800	\$ 6,732	Fixed Fee
Task 16 - Easement and ROW Document Preparation	\$ 126,000	\$ 126,000	\$ -	Unit Price
Task 17 - Easement and ROW Acquisition	\$ 322,000	\$ 322,000	\$ -	Unit Price
Task 18 - Geotechnical Investigations	\$ 27,500	\$ 27,500	\$ -	Fixed Fee
Task 19 - Agency Coordination and Permitting	\$ 37,720	\$ 37,720	\$ -	Fixed Fee
Task 20 - Multiple Construction Packages	\$ 73,120	\$ 73,120	\$ -	Fixed Fee (If Needed)
Task 21 - Direct Expenses	\$ 68,000	\$ 50,000	\$ 18,000	(\$43k Fixed Fee; \$25k Time & Expense Allowance)
Total	\$ 4,221,647	\$ 3,530,481	\$ 691,166	
Additional Services Allowance	\$ 200,000			(If Needed. Requires Town Approval.)
TOTAL	\$ 4,421,647			

Quorum Drive Reconstruction Design

June 13, 2023

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

ADDISON

Project Background

- Quorum Drive was built in the early 1980s, asset management risk score is failed/critical.
- \$26.3M approved by voters for the reconstruction of Quorum Drive as a part of Proposition B in the 2019 bond election.
 - \$23,400,000 for civil work
 - \$2,902,000 for placemaking work
- Additional \$489K in the Self-Funded Streets Fund is available.



Project Scope of Work

ADDISON

- Limits are from DART railroad south to Dallas Parkway.
- Replacement of all pavement with concrete.
- Replacement and upsizing of existing Town owned utilities.
- Traffic signal replacements.
- Installation of Master Transportation Plan elements.
- Installation of Art Walk components (walks, lighting and seating nodes)
- Placemaking visioning based on needs identified in Parks Master Plan



Artwalk and Placemaking

Consultant Scope:

- Create a Vision Plan that includes elements identified in the Quorum Artwalk and Parks, Recreation & Open Space (PROS) Master Plan.
- Develop Construction Documents for Phase I construction built around the project budget.

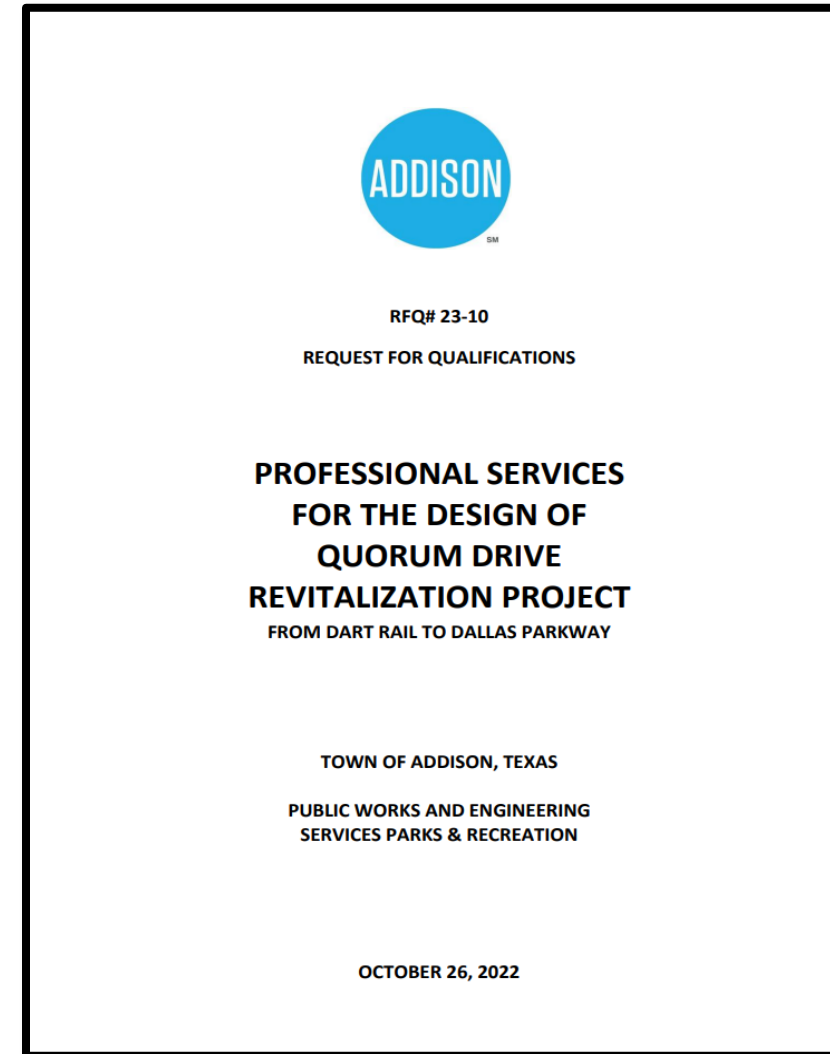
Recommendations from Parks, Recreation & Open Space Mater Plan Include:

- Connectivity, lighting, seating, bus shelters and space for future art installations.
- Small activation hubs accessible to pedestrians and adjacent employees.



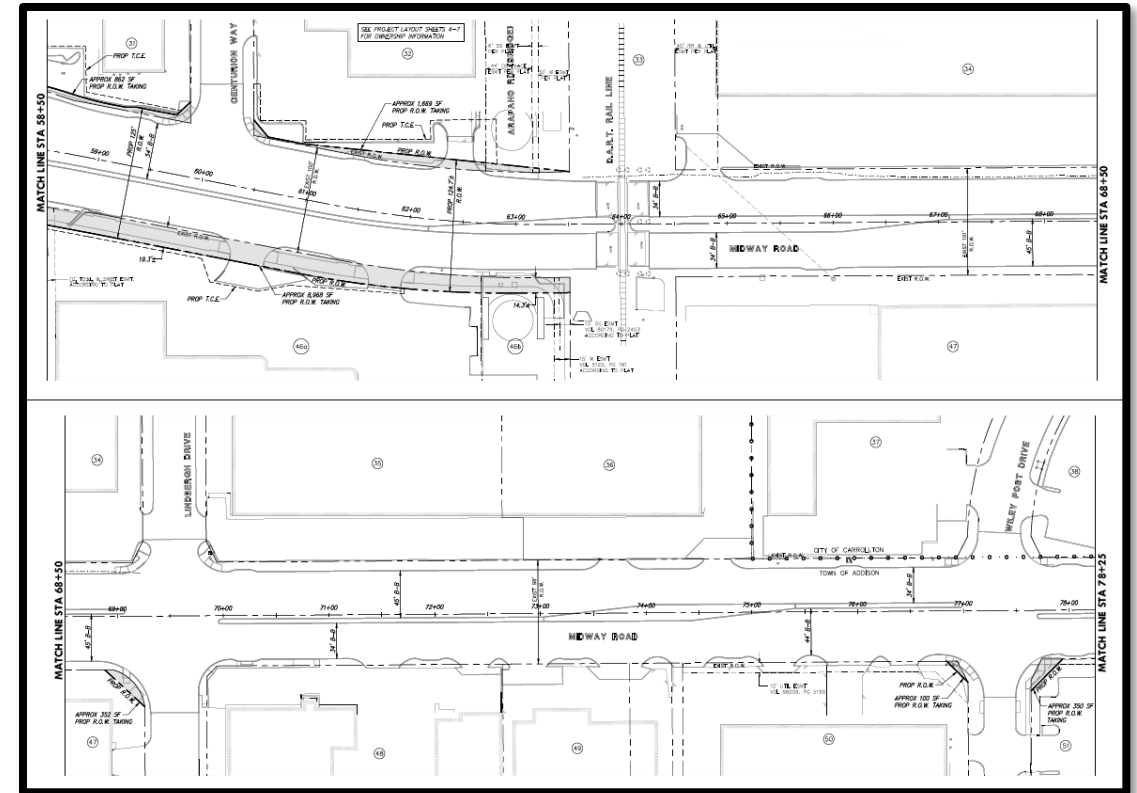
Design Selection Process

- RFQ was posted to Bidsync on October 26, 2022.
- RFQ closed on November 21, 2022.
- Ten Statement of Qualifications were received.
- Top two engineering firms were selected for interviews by the selection committee.
- Teague Nall & Perkins was selected, Town staff began negotiations, were able to develop scope of work, and produce an agreement.
- Design is anticipated to take 18 months and construction is estimated to take 18 months.



Design Scope of Work

- Placemaking and urban design visioning
- Public involvement meetings.
- Schematic plans.
- Right of Way acquisition services.
- Subsurface utility engineering and coordination.
- Design of water, wastewater, drainage, illumination, traffic signals, and pavement.
- Design of public spaces, landscape, irrigation, and aesthetics.
- Procurement support services.
- Project media, recognition, and awards.



Project Funding

Estimate Descriptions	Estimated Amounts
Civil Design Costs	\$3,530,481
Placemaking Design Costs	\$691,166
Design Allowance Contingency	\$200,000
In-House Project Management	\$600,000
Right-of-Way Acquisition	\$735,000
Design Support During Construction & Material Testing	\$600,000
Amount Available for Construction	\$20,656,409
Total	\$26,791,409

Funding Source	Amount
2019 Bond Election	\$26,302,000*
Self-Funded Streets Fund	\$489,409
Total	\$26,791,409

*includes funding for both civil and park components

Questions?

Council Meeting

10.

Meeting Date: 06/13/2023

Department: Finance

Pillars: Excellence in Asset Management
Excellence in Transportation Systems
Gold Standard in Financial Health

Milestones: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems
Improve all modes of transportation with infrastructure in an acceptable condition and well maintained
Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution authorizing publication of notice of intention to issue Town of Addison, Texas Certificates of Obligation; approving the preparation of a preliminary official statement and a notice of sale; and, providing for the effective date.

BACKGROUND:

The attached Resolution provides notice that the Town intends to issue Certificates of Obligation in an amount not to exceed \$4,600,000; that amount encompasses the proposed public infrastructure improvements at Vitruvian Park and roadway improvement projects at the Addison Airport. The Resolution also requires that the notice be published in the Dallas Morning News for two consecutive weeks, with the first publication at least 46 days before the proposed sale as well as posted on the Town's website for 45 consecutive days. These Certificates of Obligation will be used for the following purposes:

The Town will be issuing up to \$2,050,000 in Certificates of Obligation for the purpose of public infrastructure improvements in Vitruvian Park. The Town has an investment commitment of approximately \$50M and, to date, has invested approximately \$37M in public infrastructure in Vitruvian Park. After this proposed issuance of up to \$2,050,000, approximately \$11M of investment will remain.

The Town will be issuing up to \$2,550,000 in Certificates of Obligation for the purpose of funding planned roadway capital improvements projects related to the Addison Airport, serviced by revenue from the Addison Airport, including reconstruction of Jimmy Doolittle Drive and the east side airport service road.

Please note the total potential issuance amount was increased by \$100,000 from

the presentation on May 23, 2023, due to volatility in the bond market. In the event the sale does not generate a premium, the proceeds, less issuance costs, will generate \$4.5M in project funds.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Notice of Intent 2023 Certificates of Obligation

Presentation - Notice of Intent 2023 Certificates of Obligation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; APPROVING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND A NOTICE OF SALE; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the City Council (the “City Council”) of the Town of Addison, Texas (the “City”), deems it advisable to issue certificates of obligation (the “Certificates”) of the City, in one or more series, in an amount not to exceed \$4,600,000 and in accordance with the notice hereinafter set forth;

WHEREAS, the City desires to approve the preparation of a preliminary official statement (the “Preliminary Official Statement”) and the preparation of a notice of sale (“Notice of Sale”) if the Certificates are issued in a competitive sale, in anticipation of its issuance of the Certificates;

WHEREAS, the City Council has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of section 271.049 of the Texas Local Government Code; and

WHEREAS, it is hereby found and determined that the meeting at which this resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

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

Section 1. The findings, definitions and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a notice of the City’s intention to issue the Certificates (the “Notice”).

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City’s website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to use proceeds of the Certificates to reimburse itself from Certificates issued in the maximum principal amount and for expenditures paid in connection with the projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

Section 5. The Mayor, City Manager, the Chief Financial Officer, City Secretary and other appropriate officials of the City, the City's financial advisor and bond counsel are authorized and directed to proceed with the preparation of the Preliminary Official Statement and the Notice of Sale, if any, and to make other necessary arrangements for the sale of the Certificates at a future meeting of the City Council of the City.

Section 6. The City hereby authorizes the preparation and distribution of a Notice of Sale (if a competitive sale) and Preliminary Official Statement relating to the Certificates and authorizes the Chief Financial Officer or City Manager to approve the final form of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 of the United States Securities and Exchange Commission.

Section 7. The Mayor, City Manager, or the Chief Financial Officer, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 8. This resolution shall take effect immediately from and after its passage by the City Council of the City.

(Signature page follows)

INTRODUCED, READ AND PASSED by the affirmative vote of the City Council of the Town of Addison, Texas this 13th day of June, 2023.

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

[SEAL]

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

Resolution Authorizing Notice of Intent to Issue Certificates of Obligation

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the Town of Addison, Texas (the “Town”), will meet in the Council Chambers at the Addison Conference Center, 15650 Addison Road, Addison Texas 75001, the meeting place of the City Council, at 7:30 p.m. on the 8th day of August 2023, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City’s certificates of obligation (the “Certificates”), in the maximum aggregate principal amount not to exceed \$4,600,000, payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on the Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Chapter 271, Subchapter C, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City’s waterworks and sewer system, such pledge of surplus revenues being limited to \$1,000, bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the Certificates, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor, including roadway improvements at the City’s airport; (ii) professional services incurred in connection with item (i) and to pay the costs incurred in connection with the issuance of the Certificates. The estimated combined principal and interest required to pay the Certificates on time and in full is \$6,957,625. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of 4.50%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City is \$133,225,000, and based on the City’s expectations, as of the date of this notice the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City on time and in full is \$168,080,356.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 13th day of June, 2023.

/s/Irma Parker, City Secretary
Town of Addison, Texas

Notice of Intent 2023 Certificates of Obligation

June 13th, 2023

The logo for ADDISON is a white circle containing the word "ADDISON" in blue, uppercase, sans-serif font. The circle is set against a blue background that features a white diagonal line running from the top-left to the bottom-right, creating a triangular shape in the top-left corner.

2023 Proposed Certificates of Obligation

- Total CO issuance up to \$4,600,000
- Up to \$2,050,000 for Vitruvian Park Public Infrastructure Projects
 - The Town has committed to fund up to approximately \$50M in infrastructure investment in Vitruvian Park
 - After this issuance the Town would have approximately \$11M in remaining investment
 - 20-year term with level debt service
 - Estimated annual payment of \$155,000

2023 Proposed Certificates of Obligation-cont.

- \$2,550,000 for Airport Fund Capital Improvement Projects supported by Airport revenue
 - Reconstruction of Jimmy Dolittle Drive and the east airport service road
 - 20-year term with level debt service
 - Estimated annual payment of \$195,000
- Estimated interest rate of 4.75%
- Resolution and Notice of Intent have been prepared by the Town's Bond Counsel

- May 23rd - Presented plan to the Council
- June 13th - City Council considers Resolution authorizing Notice of Intent Publication for Certificates of Obligation
- June 19th - First Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News
- June 24th - Post Notice of Intent to Issue Certificates of Obligation on the Town's website for 45 consecutive days
- June 26th - Second Publication of Notice of Intent to Issue Certificates of Obligation in Dallas Morning News

- Week of July 10th - Ratings calls
- July 26th - Receive ratings
- August 8th - Hold competitive sale for the bonds
- August 8th - Present ordinance authorizing the sale to Council
- September 6th - Receive proceeds from bond sale

