



Addison City Council Meeting

July 11, 2023

Addison Conference Centre

15650 Addison Road

Addison, Texas 75001

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

WORK SESSION

The Addison City Council will convene for a Work Session in the Council Work Room beginning at 6:00 PM.

1. **Pledge of Allegiance.** United States and Texas Flags

2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. 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 beginning of this item.

3. **Closed Meeting.** The Addison City Council will enter a Closed Meeting to discuss the following items:
 - a. Section 551.071(2) - Discuss Article 8 of the Town Charter regarding candidates for office.

 - b. Section 551.071(2) - Discuss Chapter 62 of the Town Code of Ordinances regarding signs.

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

4. **Work Session Reports**

0.

Requests for Clarification of Agenda Items Listed on this Agenda.

This item includes questions regarding agenda items from City Council members that have been answered by staff, compiled in a report, and provided to the City Council and the public. The report will be available prior to the start of the meeting and linked below. Any handouts distributed at the meeting will also be linked below by 12:00 PM on the business day following the meeting.

- a. Present and discuss a review of the Facility Utilization and Consolidation Study.
- b. Present and discuss Public Works and Engineering Department operations and project updates.
- c. Present and discuss Board, Commission, and Liaison Appointments.

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:30 PM in the Council Chambers.

1. **Proclamations / Presentations**

- a. Staff Recognition
- b. City Manager Announcements

2. **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.

3. **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.
 - a. Consider action on the minutes from the June 27, 2023 City Council Meeting.
 - b. Consider action on an Ordinance repealing section 54-1 of the Code of Ordinances regulating juvenile curfew.
 - c. Consider action on a Resolution to approve a Professional Services Agreement (PSA) with Fugro USA Land, Inc. (Fugro) for pavement and asset assessment services and authorize the City Manager to execute the agreement in an amount not to exceed \$82,500.
 - d. Consider action on a Resolution approving an agreement with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$659,872.48.
 - e. Consider action on a Resolution approving an agreement with McCains Overhead Door to supply and install six fire bay grille gates at Fire Stations #1 and #2 and authorizing the City Manager to execute the agreement in an amount not to exceed \$196,095.00.
4. **Public Hearings.**
 - a. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements. (Case 1886-Z/16675 Addison Road).

5. **Items for Individual Consideration.**

- a. Present, discuss, and consider action on a Resolution for appointments to the Parkland Dedication and Development Fee Study Advisory Committee.
- b. Consider action on a Resolution accepting the resignation of Place 7 Planning & Zoning Commissioner, appointing a new Place 7 Member and appointing a member to Development Code Review Special Project Committee.

6. **Items of Community Interest.** The City Council will have this 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.

7. **Adjourn Meeting.**

NOTE: The City Council reserves the right to meet in a Closed Meeting at any time during this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551. Any decision held on such matters will be conducted in an Open Meeting following the conclusion of the Closed Meeting.

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: _____
Date posted: 7/6/2023 Time posted: 6:00PM
Date removed from bulletin board: _____
Removed by: _____

City Council

3. a.

Meeting Date: 07/11/2023

Department: Information Technology

AGENDA CAPTION:

Section 551.071(2) - Discuss Article 8 of the Town Charter regarding candidates for office.

BACKGROUND:

The Council will meet in Closed Session regarding: Section 551.071(2) - Discuss Article 8 of the Town Charter regarding candidates for office.

RECOMMENDATION:

Information only. No action required.

City Council

3. b.

Meeting Date: 07/11/2023

Department: Information Technology

AGENDA CAPTION:

Section 551.071(2) - Discuss Chapter 62 of the Town Code of Ordinances regarding signs.

BACKGROUND:

The Council will meet in Closed Session regarding: Section 551.071(2) - Discuss Chapter 62 of the Town Code of Ordinances regarding signs.

RECOMMENDATION:

Information only. No action required.

City Council

4. 0.

Meeting Date: 07/11/2023

Department: City Secretary

Pillars: Gold Standard in Customer Service

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Requests for Clarification of Agenda Items Listed on this Agenda. This item includes questions regarding agenda items from City Council members that have been answered by staff, compiled in a report, and provided to the City Council and the public. The report will be available prior to the start of the meeting and linked below. Any handouts distributed at the meeting will also be linked below by 12:00 PM on the business day following the meeting.

BACKGROUND:

July 11, 2023 City Council Questions

RECOMMENDATION:

Attachments

Council Questions



Answers to Council Questions – July 11, 2023

Work Session

Item # 5.a: Present and discuss a review of the Facility Utilization and Consolidation Study.

Question 1: Regarding Next Steps in “Facility Review” section, when will there be any prelim info on proposed budget and projected capital improvements plan to begin to review and become familiar with?

Response: Council will receive information on the Capital Improvement Plan (CIP) during the July 25, 2023 Council meeting. The City Manager’s proposed budget will be available at the end of July and discussed in detail during the Budget Workshops scheduled for August 3 and 4, 2023.

Question 2: Regarding Next Steps in the “Facility Review” section, can we possibly breakdown the study to include a partially consolidated Town Center analysis, basically separating those departments with different physical and operational needs?

Response: Yes, breaking down the study to include a partially consolidated Town Center analysis could be a part of future efforts on this project.

Item # 5.b: Present and discuss Public Works and Engineering Department operations and project updates.

Question 1: Regarding the Utilities Division, is the goal of the Valve Maintenance Program to exercise every valve annually a new goal, or has this been practiced in the past as well?

Response: This program was introduced in FY21-22. To date, we have been making great strides in completing this but have not been able to fully accomplish it due to staff shortages.

Question 2: Regarding Rawhide Creek ADA and Drainage, was the timeframe of the project originally projected to be a mid-November 2022 commencement and a Fall 2023 completion? Is it on schedule? There is a Project Budget of \$3.3mil noted, is that the originally projected budget; is it on budget?

Response: The project commenced in November 2022 and is on schedule for completion within the original 11-month timeline by Mid-September. The project is forecasted to come in under the original \$3.3M budget.

Consent Agenda



Answers to Council Questions – July 11, 2023

Item # 3.d: Consider action on a Resolution approving an agreement with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$659,872.48.

Question 1: Regarding the Resolution on the agreement with Dean Electric for work at Vitruvian, although it is noted that any funds necessary in excess of the remaining \$1,127,772.50 would be funded by the developer/UDR, do we have an estimate on the cost of the remaining required work for Phase 9?

Response: We do not have an estimate of the remaining work. The remaining section of Phase 9 has not been submitted for zoning; therefore, the required public infrastructure is unknown.

Public Hearing

Item #4.a: Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements. (Case 1886-Z/16675 Addison Road).

Question 1: Regarding Case 1886-Z/16675 Addison Rd (conversion of call center to multi building office/warehouse), considering the warehouse aspect, what is the docking door coverage? Does the Town have standards?

Response: The Town does not have standards for dock doors. The proposed development standards included with this request provide standards for dock door quantities and orientation that is consistent with existing buildings on Excel Parkway, as well as best practices for this form of office/warehouse development.

Individual Consideration

Item # 3.b: Consider action on an Ordinance repealing section 54-1 of the Code of Ordinances regulating juvenile curfew.

Question 1: When was this ordinance put in place?

Response: It appears this was one of the original ordinances, passed in 1982.



Answers to Council Questions – July 11, 2023

Question 2: Can we consider changes to the ordinance to fulfill the intent?

Response: No, the law (HB 1819) prohibits us from creating or enforcing any local ordinance that relates to juvenile curfews. “Sec.A 370.007.AA JUVENILE CURFEWS PROHIBITED. (a) Notwithstanding any other law, a political subdivision may not adopt or enforce an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age.”

Item # 5.a: Present, discuss, and consider action on a Resolution for appointments to the Parkland Dedication and Development Fee Study Advisory Committee.

Question 1: Can staff provide more description over the context and purpose of the committee?

Response: The purpose of this study is to identify future funding strategies to help address long-term sustainability of Addison Parks. These strategies are tied to future growth and redevelopment in Addison. The purpose of the committee is to represent community interests throughout and help guide the process. The committee will be serving in an advisory role regarding:

- Level of Service Analysis
- Capital Improvements Needs Analysis
- Proposed Parkland Dedication Requirements
- Proposed Fee In Lieu of Parkland Dedication Methodologies
- Proposed Park Development and Impact Fees
- What types of future developments (residential, commercial etc.) will require parkland dedication, park development and impact fees.
- How the fees will be applied to future projects.

Question 2: When does Council need to make appointments? What will the consideration timeline be?

Response: Staff will seek appointments from Council at the July 25th meeting.

Question 3: The background suggests that an “ideal committee would consist of those who work in the Town, as well as live in Addison.” Exhibit A, Bylaws, states that members “must at all times be a resident of the Town of Addison.” This appears to be a conflict. Can staff clarify this?

Response: The purpose of the committee is to capture input from those residents that also work in Addison. All applicants live in Addison and a few also work in Addison.

Item # 5.b: Consider action on a Resolution accepting the resignation of Place 7 Planning



Answers to Council Questions – July 11, 2023

& Zoning Commissioner, appointing a new Place 7 Member and appointing a member to Development Code Review Special Project Committee.

Question 1: Can staff please provide the current UDC committee members and which members of the committee if any that have resigned and when?

Response: Current committee membership is provided below. Staff has not received any communication from these members regarding a desire to resign from the committee.

Dudley H. Watson
Jimmy Niemann
Jim Duffy
Joseph Hornisher
Trey Swindle
Liz Oliphant
Ed Copeland
Don Wilder
Michael Hope
Taylor Bowen

Question 2: Can staff remind Council how many members Clarion advised were needed for the UDC committee?

Response: Please see the below excerpt from the August 14, 2018 City Council meeting where selection of the committee members was addressed:

“Clarion has suggested that, based on their experience with different sized committees, the size should be limited to 8-10 members. Furthermore, unlike previous committees, the members will need to review materials and discuss concepts that will often involve technical code requirements. Therefore, Clarion recommends that the committee include a significant number of people with a background in zoning, development, and other codes. These may include planners, architects, landscape architects, engineers, developers, attorneys involved in development, signage professions, and others that are accustomed to reading and understanding development regulations and their implications. A proposed make-up of the committee might include two-thirds (6-7 members) with this technical background, while the remaining third (2-3 members) could provide the average citizen’s perspective.”

Question 3: What if any profession or area of expertise does Clarion and or staff believe is now lacking from the UDC committee?



Answers to Council Questions – July 11, 2023

Response: Staff has not had a reason to discuss the composition of the advisory committee with the consultant, as there have not been any changes to the composition of the committee since the consultant and Town staff last engaged with the committee. Staff is very comfortable with the expertise of current committee members and does not feel that the committee is lacking any particular skillset.

Question 4: Can staff share a list of individuals for City Council consideration?

Response: Staff does not have a list of individuals for Council consideration.

Question 5: Is staff looking for City Council direction as to the proposed committee member?

Response: Mayor Arfsten is assigned to make appointments to Place 7 for each standing board/commission. This method of the Mayor/Chair appointing Places has been historically used by Council so that each council member can make the decision/appointment. Staff requests adoption of this Resolution to formally approve this appointment. Council may vote for or against the Resolution as the appointment is assigned to Mayor Arfsten.

City Council

4. a.

Meeting Date: 07/11/2023

Department: Information Technology

Pillars: Excellence in Asset Management

AGENDA CAPTION:

Present and discuss a review of the Facility Utilization and Consolidation Study.

BACKGROUND:

In July 2019, the Town awarded LPA Architects (LPA) a contract to conduct a Facility Utilization and Consolidation Study. The study's purpose was to identify ways to improve facility functionality and to plan for future growth needs. LPA presented its report on April 14, 2020. At the conclusion of the presentation, the Council asked that staff continue the study in a second phase.

On January 11, 2022, Council approved an agreement with MPI Architects for Phase 2 of the study. MPI was asked to capitalize on data collected in Phase 1 and provide additional options and financial analysis. The Phase 2 Report was presented to the Council on March 28, 2023. Council consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility, new Fire Station 1, and options for a Town Center.

Staff will review the Phase 1 and 2 findings and seek Council direction regarding the next steps.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Facility Study

Review of the Facility Utilization Study

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ADDISON

Tonight's Presentation

ADDISON

- Background of the Study
- Review of Major Town Facilities
- Seek Council direction on next steps



Background

History of the Study

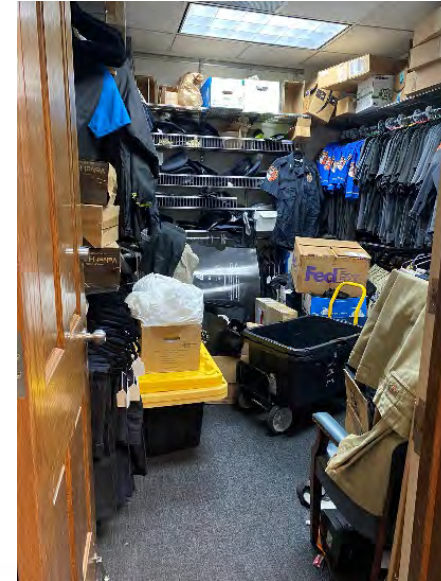
- 2019 study
- 2023 update
- Complexity of the topic and possible solutions
- Rough Order of Magnitude (ROM) estimates for square footages and costs



Police & Courts (1984)

What improvements did the study reveal are needed?

- Additional space for offices, training support, interview rooms, fitness, sally port, evidence, and lab
- Security upgrades
- ADA compliance (elevator and more)
- Building renovations to bring the facility up to current code and energy standards



What work has been done and/or is being considered at this site through 2026?

- Gun Range (flooring, air filtration, and HVAC) – Completed
- Structural Reinforcement for new HVAC – Completed
- Flat Roof Replacement – Completed
- Shingle Roof Replacement – In Process
- HVAC Replacement Project – In Process
- Emergency Generator Replacement Project – In Process
- Lightning Protection Project – In Process

Fire Station #1 (1984)

ADDISON

What improvements did the study reveal are needed?

- Additional space for offices, training support, response vehicles, fitness room, and support services
- Remodel of the dormitories
- Security upgrades
- ADA compliance
- Building renovations to bring facility up to current code and energy standards



What work has been done and/or is being considered at this site through 2026?

- Cast Stone Replacement (Phases 1 & 2) – Completed
- Bay Flooring – Completed
- Shingle Roof Replacement – In Process
- Dorm Renovation – In Process
- Bay Signage – In Process
- Sewer Line Replacement – In Process
- Lightning Protection Project – In Process
- Grille Gate (Security and Air Flow) – In Process
- FY2024 Budget Requests: Cast Stone Repair, Parking Lot Repair & Fuel Tanks
- FY2025 Planned Budget Requests: Carpet replacement

Fire Station #2 (1982)

What improvements did the study reveal are needed?

- Remodel of the dormitories and support spaces
- ADA upgrades
- Building renovations to bring facility up to current code and energy standards



Fire Station #2 (1982)

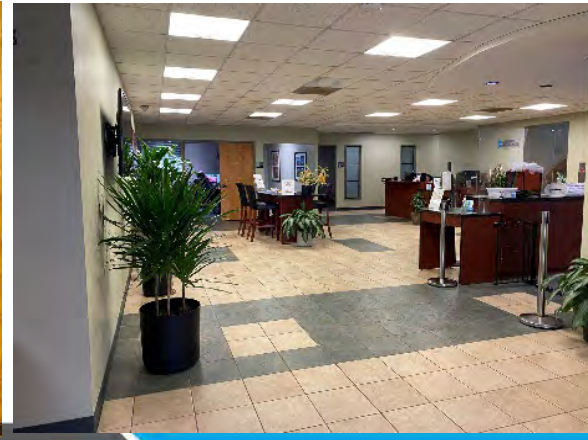
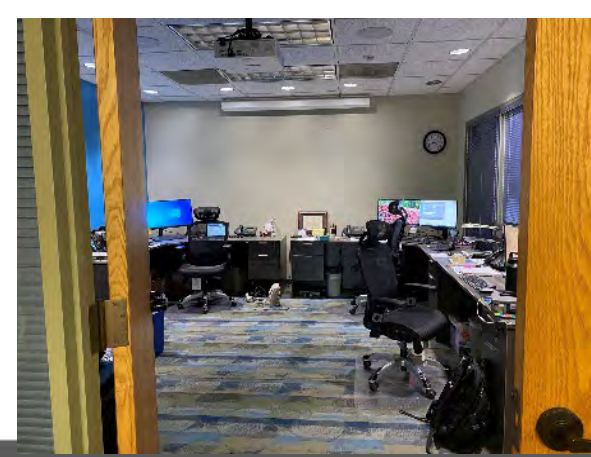
What work has been done and/or is being considered at this site through 2026?

- HVAC Replacement – Completed
- Flat Roof Replacement - Completed
- Bay Flooring – Completed
- Structural Reinforcement – Completed
- Shingle Roof Replacement – In Process
- Dorm Renovation – In Process
- Bay Signage – In Process
- Sewer Line Replacement – In Process
- Grille Gate (Security and Air Flow) – In Process
- FY2026 Planned Budget Requests: Carpet replacement

Service Center (1980)

What improvements did the study reveal are needed?

- Customer service window(s)
- Additional office space required for multiple departments
- Renovations to support spaces
- Security upgrades
- Parking
- Equipment storage / work yard
- ADA compliance
- Building renovations to bring facility up to current code and energy standards



Service Center (1980)

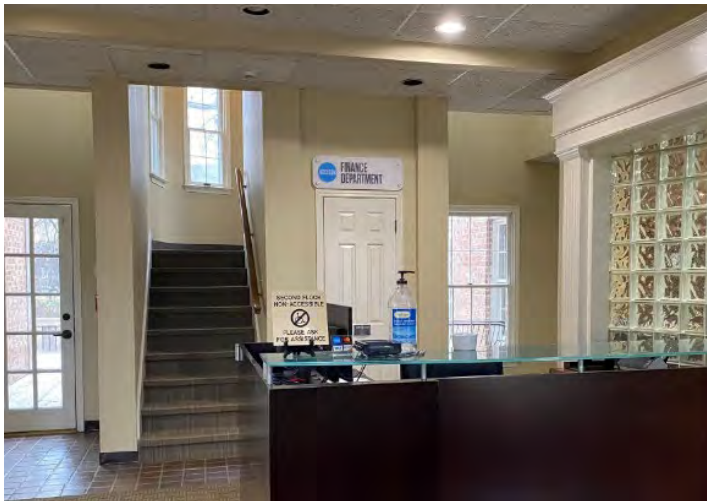
What work has been done and/or is being considered at this site through 2026?

- HVAC Upgrades - Complete
- Structural Reinforcements – Complete
- HVAC Test and Balance – In Process
- Lightning Protection Project – In Process
- FY2024 Budget Requests: Fleet Bay Improvements (Flooring and Doors) and Facility Improvements (Restrooms, Breakrooms, & Copier Rooms)
- FY2025 Planned Budget Requests: Fuel Tanks (4)
- FY2026 Budget Planned Requests: Emergency Generator Upgrades

Finance Building (1983)

What improvements did the study reveal are needed?

- Customer service window
- Security upgrades
- ADA upgrades
- Building renovations to bring facility up to current code and energy standards
- Parking



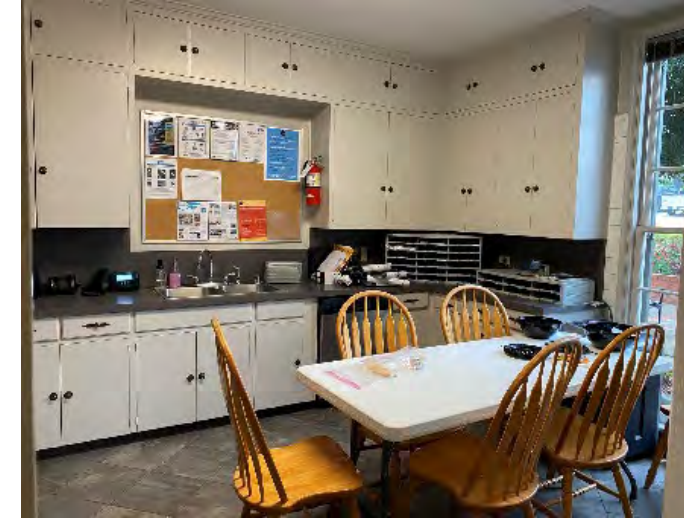
What work has been done and/or is being considered at this site through 2026?

- Wood Deck Replacement - Completed
- FY2025 Planned Budget Requests: All HVAC Units, Exterior Stair Railing, Roof Replacement, Gutters, and Water Heater.
- FY2026 Planned Budget Requests: Carpet and Flooring Replacement

Town Hall (1938 & 1979)

What improvements did the study reveal are needed?

- Office and support space updates
- Plumbing and electric upgrades
- Security upgrades
- ADA compliance
- Building renovations to bring facility up to current code and energy standards



Town Hall (1938 & 1979)

What work has been done and/or is being considered at this site through 2026?

- FY2024 Budget Proposal: 2 HVAC Units
- FY2025 Planned Budget Requests: Remaining (4) HVAC Units, Water Heater, Flooring, and Roof Replacement

Phasing / Sequencing Plan

A Phasing/Sequencing Plan is often used for large / complex construction projects. The plan will define the phases and sequence for the construction process considering the Town's needs to:

- Continue operations during construction / renovations
- Spread projects and costs over a decade or more

A Phasing/Sequencing Plan will be invaluable for Council and future Bond Committee when making decisions about facility project priorities and funding. Please remember the Facility Utilization Study data (costs and square footages) were a Rough Order of Magnitude (ROM). More precise numbers will be needed.

Before a Phasing/Sequencing Plan can begin, we need Council direction on consolidating some existing facilities into a Town Center.

Consolidation

The Study evaluated the 'consolidation' of the City Manager's Office, Mayor/Council, City Secretary, Finance, Human Resources, Information Technology, Marketing, General Services, Police & Courts, Special Events, and ED&T into an office at a Town Center located in a single building. The study contained data on obtaining an existing office building in Addison that would be renovated for the Town Center. New construction was also contemplated in the study. These ROM costs for a Town Center were between \$68M and \$81M.

Pros

- Co-location of key departments
 - Customer care enhanced
 - Synergy
 - Efficiencies
- Revenue from sale of any disused facility
- Building a new facility off-site and moving will be less disruptive than occupying a facility during renovations.

Cons

- Increased cost of a consolidated facility compared to renovations to existing sites
- Key departments are already co-located or use technology to adapt
- Loss of Addison's traditional locations
 - Learning curve for customers
 - Town Hall and Finance
- Separation of administration and field workers for some departments

Comment: It is atypical to co-locate law enforcement and municipal offices in the same building. This is due to differing security needs, operating schedules, adjacencies issues, specialized equipment, parking, etc. Public safety facilities tend to be stand-alone buildings due to these and other unique characteristics.

The FY2024 proposed budget will have a decision package to fund a Phasing/Sequencing Plan.

During the Council Work Session on July 25, Staff will discuss the Town's ten-year Capital Improvement Plan and future bond election considerations.

Staff Recommends:

- renovating facilities where possible due to the savings compared to new construction
- a new Police facility be made a top priority

Question for Council: Would Council also like the Phasing/Sequencing Plan to include an analysis of a consolidated Town Center?

City Council

4. b.

Meeting Date: 07/11/2023

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 and discuss Public Works and Engineering Department operations and project updates.

BACKGROUND:

The purpose of this item is to provide an update on key Public Works and Engineering Department operations, capital improvement projects, and bond projects for the Fiscal Year 2023.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation: Public Works and Engineering 2023 Update

Public Works and Engineering Update

City Council
July 11, 2023

The logo for the City of Addison, featuring the word "ADDISON" in blue, uppercase letters inside 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 a grey triangle pointing towards the top right.

ADDISON



PUBLIC WORKS & ENGINEERING SERVICES

Organizational Chart 37 Full Time Employees



Shannon Hicks
Director



Todd Weinheimer
Assistant Director

37 Signalized Intersections
167 Lane Miles of Roadway
Over 5,000 Signs
10.5 Million Gallons of Water Storage
96 Miles of Water Mains
1,100 Fire Hydrants

76 Miles of Storm Water Mains
72 Miles of Sanitary Sewer Mains
\$100 Million in Bond Projects
\$8.9 Million in Annual Operational Funds



Operations and Maintenance

Operational Projects

- Currently painting Wheeler (Arapaho) Bridge rails, swoops, and arches.
- Completed annual pavement markings project.
- Integrated school flashers for use in Waze.
- Ordered RRFBs for Redding Trail crossings.
- Road closures for special events including special signal timing for KaboomTown coordinating with Cities of Dallas and Carrollton.
- Conducting preventative maintenance on traffic signal cabinets and battery backup units.



Pavement and Asset Assessment with Fugro

- Item is on tonight's consent agenda.
- Condition analysis last performed in 2017 with Fugro and created the baseline data in the asset management software.
- Town wide assessment will cover 130 miles of roadways.
- All Town owned streets to be assessed and provided an updated Pavement Condition Index and International Roughness Index Score.
- Will provide Right-of-Way and pavement images, pavement data collection, asset extraction services for signs, ramps, and sidewalks.



Pavement and Asset Assessment with Fugro

- Staff would like to perform this task now in order to have the most complete information due to the potential for a new bond program in 2024.
- Staff can compare 2017 conditions to current to help focus maintenance and predict life expectancy.
- If approved, staff will include the \$82,500 in funding for this project from the Self-Funded Special Projects Fund in the year-end budget amendment.



Operational Projects

Fire Hydrant Inspections

- Flow testing, hydrant flushing, and making any necessary repairs
- Completed 1,100 fire hydrant inspections in FY22
- Next round of inspections will begin in the summer of 2023

Fire Hydrant Painting

- Painting fire hydrants “Addison Blue” and adding reflective collars for better visibility at night
- Painted one-third of the Town’s fire hydrants in FY22 and completed another third in FY23

Valve Maintenance Program

- Town staff is operating and inspecting mainline valves throughout the Town.
- The goal is to exercise every valve annually.



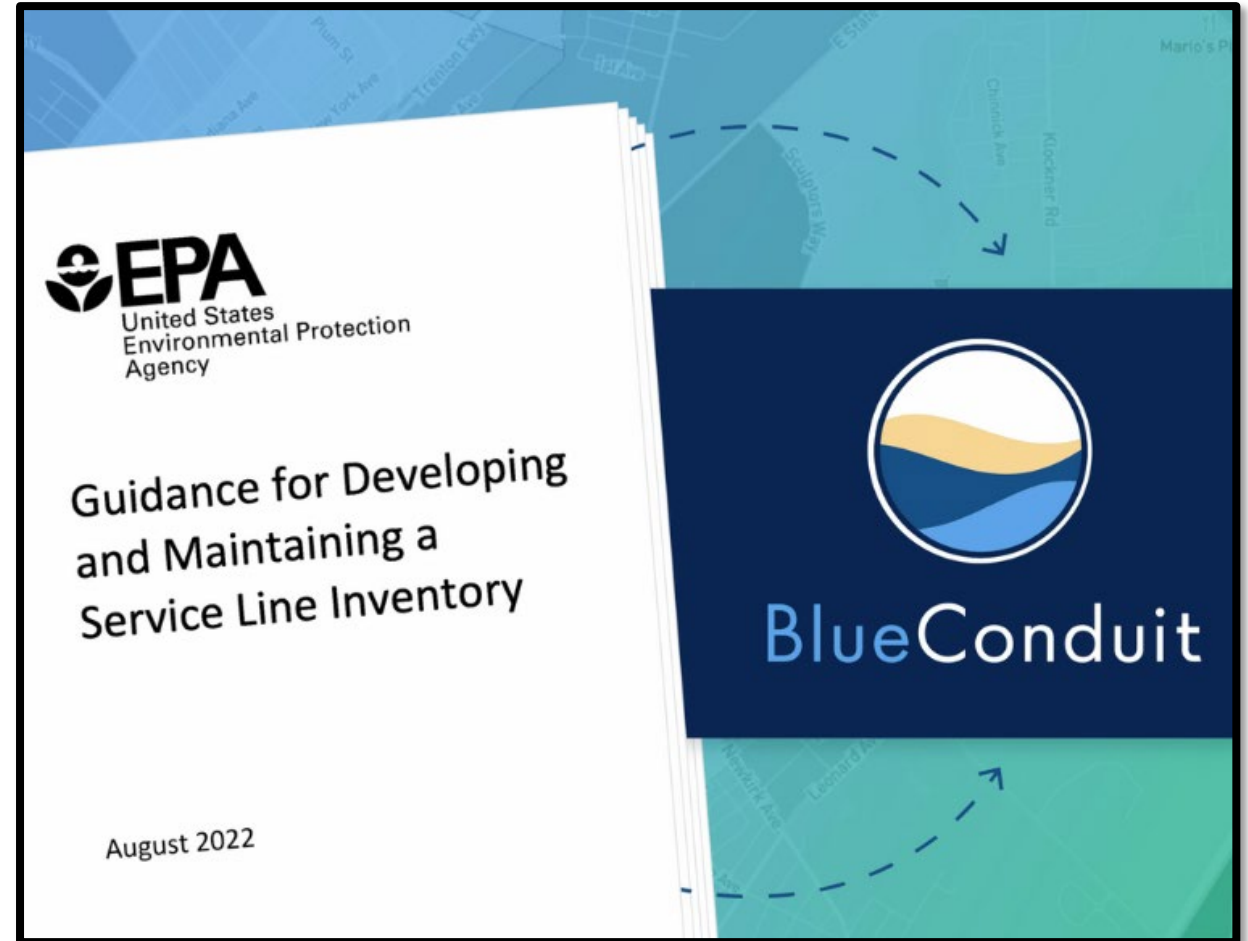
Operational Projects

- Received new rodder truck that will be used to clean sewer pipes.
- Inspecting sewer lines with CCTV and cleaning as needed.
- Completed eight manhole rehabilitations in FY23.
- Started Non-Destructive Testing of Redding Trail Water Main.
- Began Water and Wastewater CIP Validation, wrapping up in summer 2023.



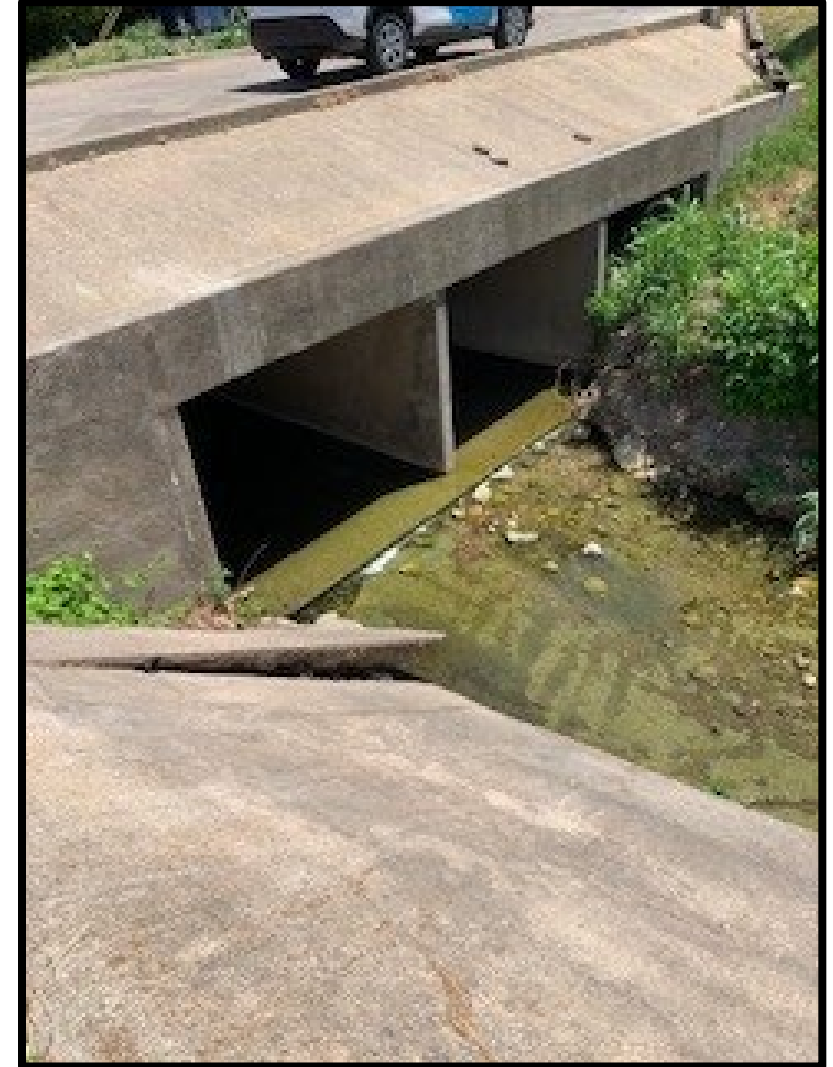
Operational Projects

- Purchased and installed two new water quality analyzers to replace outdated units.
- Began EPA mandated Lead and Copper Rule Revisions (LCRR), requires to prepare and maintain an inventory of service line materials.



Operational Projects

- Completed year three of the Town's five-year Municipal Separate Storm Sewer System (MS4) permit with Texas Commission on Environmental Quality
- Hosted Earth Day and Sustainability Day Events
- Creating Town owned drainage ditch maintenance plans and annual maintenance plan.
- Inspected and cleaned of a parallel channel on Midway Road. Design for rehab of this channel is underway.



Operational Projects

- Stormwater post-construction Best Management Practices (BMP) Ordinance Update as required by State regulations.
- Completed Celestial Place stormwater repairs, will be repairing pavement areas that were damaged due to infiltration.
- Completed the Blower upgrade in GapVax Truck.



Major CIP and Bond Projects

Major CIP and Bond Projects

Under Construction Projects

Rawhide Creek ADA and Drainage Improvements

- Began Construction in Mid-November 2022, anticipate completion in Fall 2023.
- Coordinated with homeowners with driveway replacements for ADA compliance.
- Currently restoring residential areas, underground detention facility to be installed in trail area.
- Project Budget \$3.3M

Surveyor Pump Station Electrical Upgrades

- Construction awarded by City Council in March 2023
- Anticipate 6 months of construction.
- Construction is delayed due to a year long lead time for electrical components.
- Project Budget \$1.2M



Under Construction Projects

Traffic Signal and ADA Improvements

- Currently under contract
- Long lead times on traffic signal poles have delayed the start of construction
- Anticipate start of construction in summer 2023 at the Sojourn Drive and Addison Road intersection.
- Project Budget \$1.5M

Lake Forest Drive Water and Sewer Improvements

- Bid for construction in February 2023, no bids received.
- City Council approved additional funding and construction utilizing the Town's IDIQ contract in June 2023.
- Anticipate 5 months of construction.
- Updated Project Budget of \$1.5M



Under Construction Projects

Midway Road Reconstruction

- Northbound lanes from Belt Line to Proton are under construction.
- Anticipate major paving operations south of Belt Line Road to be completed by summer 2023.
- Contractor will transition to sidewalks, medians, lights, and other amenities.
- Major paving operations north of Belt Line have begun from Keller Springs to Dooley Road.
- Current Estimated Costs \$41.1M



Recently Completed Projects

Alpha Road Connector Project

- Project Costs \$3.5M
- Project Budget \$3.6M

Vitruvian Park Public Infrastructure Phase 9 Block 701 Sewer and Water Improvements

- Project Construction Cost \$765K
- Vitruvian Phase 9 Budget \$2.6M



Upcoming Projects

Keller Springs Road Reconstruction

- Working on ROW and easement acquisitions
- Opened proposals for construction in November 2022
- Recommending to reject the two proposals that were received due to them being over the project budget.
- Town staff and the design engineer have worked together to implement ways to reduce the project cost and make the proposals more competitive.
- RFP has been reissued and proposals were opened June 29th.
- Project selection committee will evaluate the proposals.
- Project Budget \$12.9M.



Major CIP and Bond Projects

Upcoming Projects

Quorum Drive Reconstruction

- Council awarded Teague Nall and Perkins as the design engineer in June 2023.
- Have began preliminary designs.
- Anticipate design to take 18 months.
- Project Budget \$27.6M

Montfort Drive Reconstruction

- Council awarded Kimley-Horn and Associates as the design engineer in April 2023.
- Have began preliminary designs.
- Anticipated design to take 12 months.
- Project Budget \$7.3M

Airport Parkway Reconstruction

- Currently at 95% design, design completion will conclude once Keller Springs is close to ending construction.
- Working on ROW and easement acquisitions
- Project Budget \$9.4M



Major CIP and Bond Projects

Vitruvian Phase 9, Block 701 Streetscape and Trail Improvements

Project Location

Vitruvian Park Public Infrastructure Phase 9, Block 701, these Townhomes are located at the northeast corner of Vitruvian Way and Bella Lane and is a part of the Vitruvian Development.



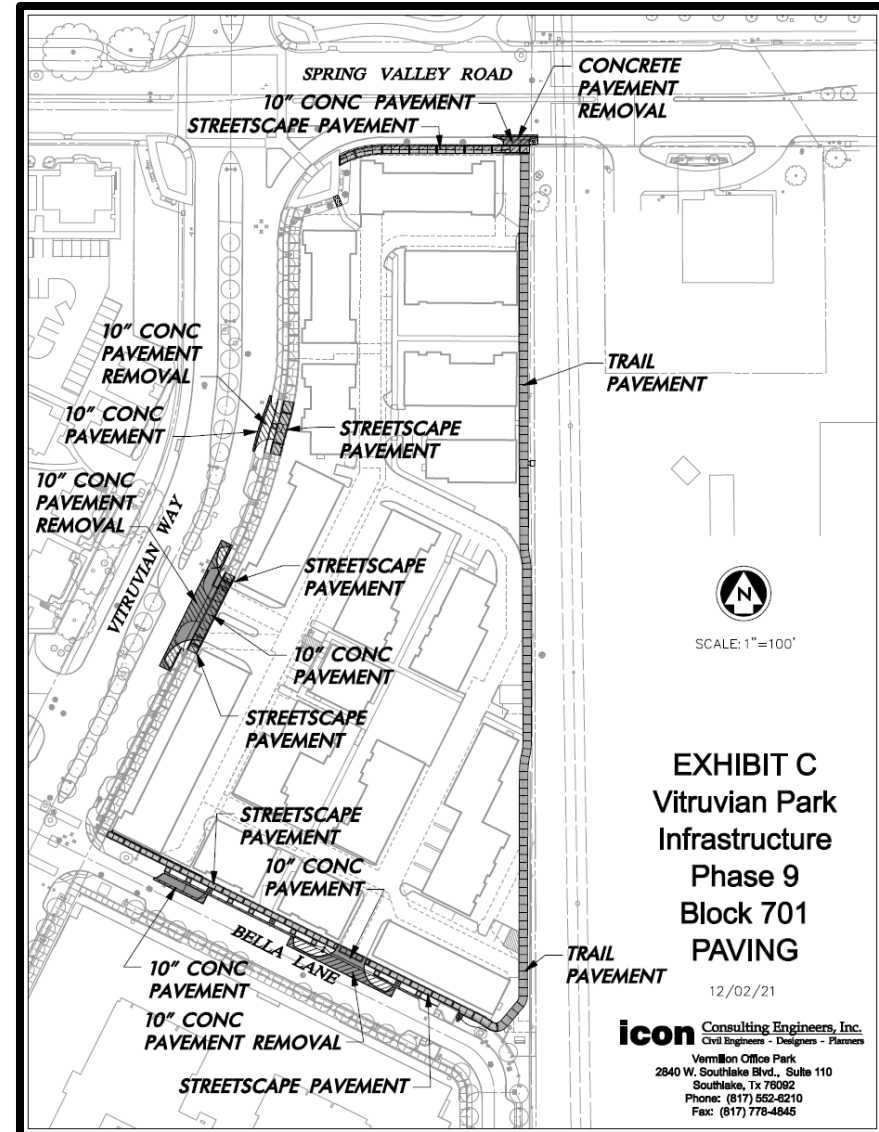
Major CIP and Bond Projects

ADDISON

Vitruvian Phase 9, Block 701 Streetscape and Trail Improvements

Project Scope of Work

The scope of work for this project will include demolition of existing pavement and street lighting, construction of new pavement, enhanced sidewalks, street lighting, enhanced sidewalks, street lighting, holiday lighting, landscape planting, and irrigation.



Major CIP and Bond Projects

Vitruvian Phase 9, Block 701 Streetscape and Trail Improvements

Funding and Budget Information

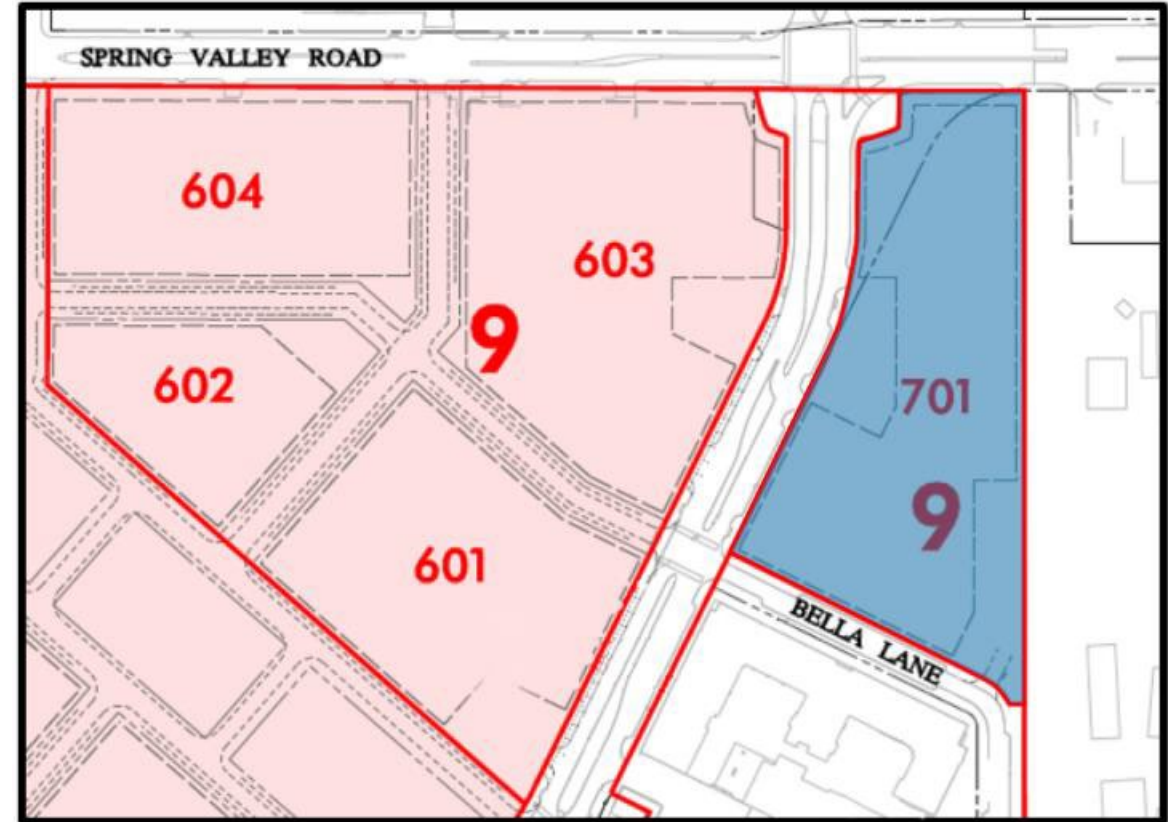
Funded out of the \$2,625,618 allocated for Phase 9 in the Master Facilities Agreement with UDR.

The Master Facilities Agreement provides the allocation of these funds to design and construct public infrastructure to support the private development.

\$837,973.02 has been spent to date so far for the water and sanitary sewer installation servicing block 701.

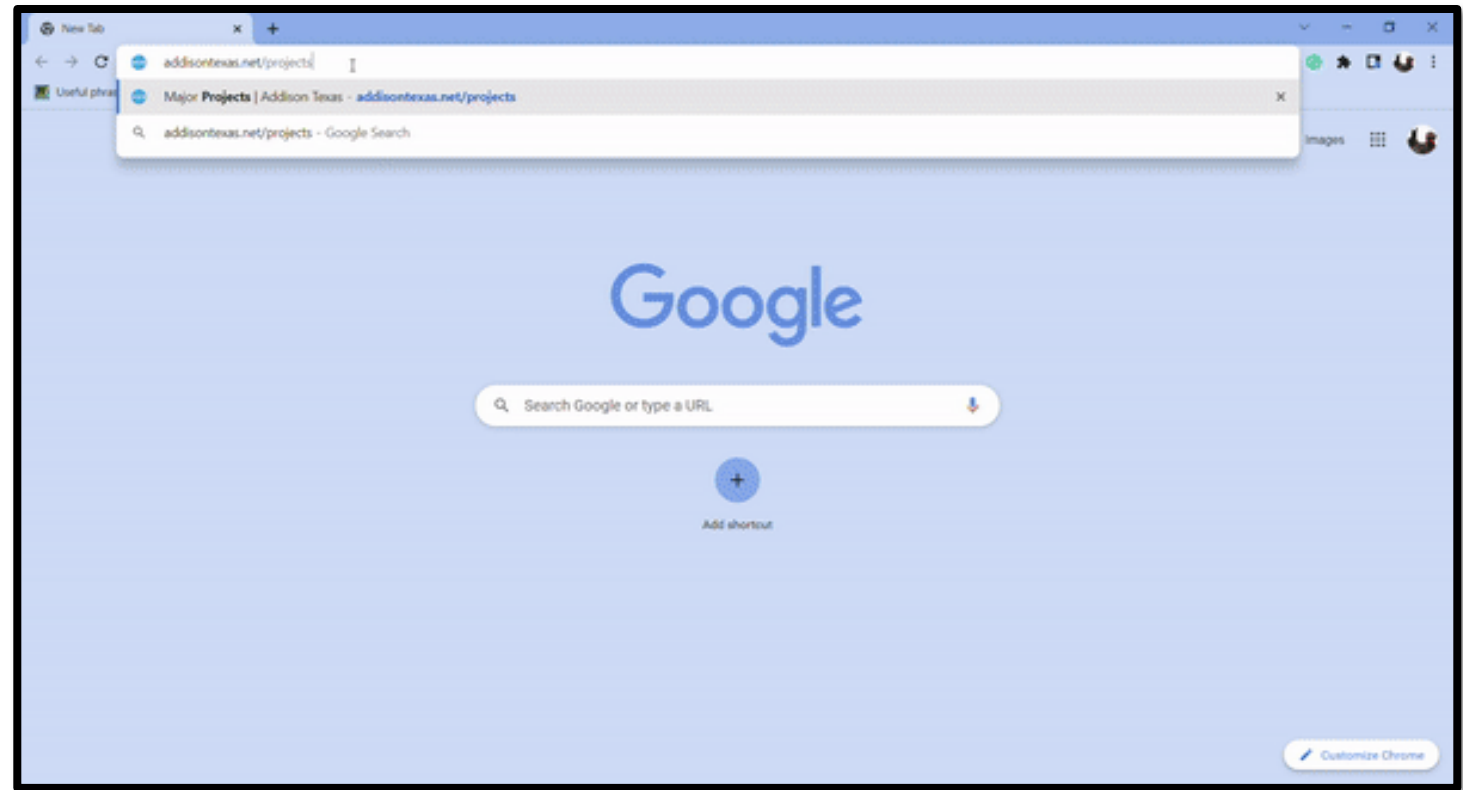
Recommending construction contract award on tonight's consent agenda items to Dean Electric for \$659,872.48.

If construction contract is awarded it will leave \$1,127,772.50 in public funds remaining for Phase 9.



Projects Updates Website

- Project updates can be found at addisontx.net/projects
- Website has list of many projects across multiple departments.
- Scan the QR code below for the link!



Questions?

City Council

4. c.

Meeting Date: 07/11/2023

Department: City Secretary

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present and discuss Board, Commission, and Liaison Appointments.

BACKGROUND:

The Mayor & City Council appoint Board and Commission appointments annually in the November/December timeframe. However, if a member resigns, the resignation is accepted, and a new appointment is made. Historically, the Mayor has assigned Council Members elected in even-numbered years to make appointments in Places 1 - 3. Council Members elected in odd-numbered years make appointments in Places 4 - 7. These Place designations will also apply to the Board of Zoning Adjustment.

After the General Election, Liaison assignments have been divided among Council Members in the June/July timeframe. These assignments are intended to provide a greater depth of understanding about the technical nature of these non-profit organizations receiving funds from the Town.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Council - Appointments & Liaisons

Liaison Descriptions

Appointments & Liaison Opportunities

July 11, 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 a white circle and a grey triangle.

Council Board/Commission Appointments

The logo for Addison, featuring the word "ADDISON" in white capital letters inside a blue circle.

Council Members elected in May 2023 designated Place assignments: Planning & Zoning Commission/Board of Zoning Adjustment

Place	P&Z	BZA	Appointed By:
1	Denise Fansler	Lary Brown	Council Member Gardner
2	Diane Chavez	Tyler Wright	Deputy Mayor Pro-Tempore Quintanilla
3	Zachary Faircloth	Jimmy Nieman	Mayor Pro-Tempore Resnik
4	Robert Catalani	E.J. Copeland	Council Member Craig
5	Julie Branson	Jeanne Dunlap	Council Member Willesen
6	Chris DeFrancisco	Gary Krupkin	Council Member Liscio
7	Tom Souers	Precious Onyewuchi	Mayor Arfsten

Liaison Opportunities

- Liaison assignments have been divided among Council Members after the May Election. Once assigned, the liaison reports back to the City Council with status reports regarding various projects and initiatives.

Organization - Funded	Arfsten	Resnik	Quintanilla	Craig	Gardner	Liscio	Willesen
Addison Arbor Foundation		2022					
Metrocrest Chamber of Commerce							
North Dallas Chamber of Commerce			2022				
WaterTower Theatre							
World Affairs Council							
Organization - Unfunded							
Metroplex Mayors	X						
NCTCOG/Regional Transportation Council	2023 (R23-053)						
North Texas Commission					2022		
Texas Municipal League	X	X	X	X	X	X	X
Texas Municipal Retirement System	X	X	X	X	X	X	X

Questions

COUNCIL LIAISON

The purpose of a Council liaison is to represent the Town by working with various organizations that provide public services to the citizens of Addison. The Council liaison appointments are typically made each year after the May election.

Addison Arbor Foundation | Resnik

The Addison Arbor Foundation is a non-profit organization which promotes sustainable natural environments within Addison and enhances public spaces with plantings and public art.

Metrocrest Chamber of Commerce | (Wheeler)

A member-driven organization dedicated to creating economic prosperity and a vibrant Metrocrest region through providing programs, resources, and support to business, government, and citizens. This organization focuses on the cities of Addison, Carrollton, and Farmers Branch. The Chamber's offices are located the Addison Treehouse, 14681 Midway Road, Addison, Texas.

Metroplex Mayors | Arfsten

A gathering of DFW mayors which takes place at 7:30 am on the second Tuesday of the month at the Marriott Quorum. Guest speakers are brought in from various sectors to discuss issues of relevance to local jurisdictions. The Town handles administrative and treasury functions for this organization.

North Central Texas Council of Governments/Regional Transportation Council | (Quintanilla) Arfsten

The North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments, throughout the 16-county region, established to assist in regional planning. NCTCOG's purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions. Now in its 52nd year, NCTCOG's programs and departments encompass transportation planning, environment, development, aging and disability resources, emergency preparedness, demographic research, regional training, criminal justice, 911 emergency numbers, a regional police academy, and more.

Regional Transportation Council (RTC) is an independent transportation policy body operated administratively by NCTCOG personnel. The Town and City of Richardson share an aggregated representative on this Committee.

North Dallas Chamber of Commerce | Quintanilla

NDCC seeks to make Dallas a better place to live, work, raise a family and build a business to promote a better quality of life for ourselves and our kids; create a unified voice of local business to affect positive change in the community; take active roles in the issues and opportunities the Metroplex faces; and reap the benefits of creating better business by enjoying the community we help create. Some of the NDCC's accomplishments include the Dallas North Tollway, Dallas Arboretum and Love Field's expansion into a national airport with the

phase out of the Wright Amendment.

North Texas Commission | Gardner

A non-profit, membership-supported organization whose stated goal is to unify the North Texas region to maximize the visibility of the area as an excellent place to live and do business. The NTC was created as a means of leveraging the brand new DFW Airport in promoting North Texas as a business destination. Today, they have a particular focus on public-private partnerships and innovative approaches to regional problems.

Texas Municipal League (TML) | All Council

A membership organization which serves the needs and advocates the interests of cities and elected officials. TML puts on an annual conference, usually in the fall, at which elected officials from around the state attend educational seminars and networking events. TML also houses the Intergovernmental Risk Pool (IRP) which provides workers compensation, liability, and property coverage for local governments in Texas.

Texas Municipal Retirement System (TMRS) | All Council

Town employees join more than 120,000 city employees throughout Texas who participate in a stable and secure retirement plan that will provide income for our employees after they retire. Member benefits as customized by the Town.

WaterTower Theatre | (Braun)

A non-profit professional theatre company, housed in a theater venue of the same name, directly adjacent to the Addison Conference Center. Founded in 1996, it produces five main state shows each season in a flexible, "Black Box" style performing arts space. The Town owns the theater facility and has been principal sponsor (Hotel Fund dollars) of the company since its inception in 1996.

World Affairs Council | (Ward)

The mission of the nonprofit, nonpartisan World Affairs Council of Dallas/Fort Worth is to educate and engage the local community in national and international affairs. The Council has been educating North Texans on global affairs since 1951. The Council presents around 90+ programs annually, primarily focusing on the international aspects of business, politics, culture, and foreign policy. Additionally, it coordinates visits to north Texas of delegations and leaders from around the world through the International Visitor Program and the City of Dallas Office of Protocol.

City Council

1. a.

Meeting Date: 07/11/2023

Department: Information Technology

AGENDA CAPTION:

Staff Recognition

BACKGROUND:

The City Manager will recognize a staff member for his/her service to the Town.

RECOMMENDATION:

Information only.

City Council

1. b.

Meeting Date: 07/11/2023

Department: Information Technology

AGENDA CAPTION:

City Manager Announcements

BACKGROUND:

The City Manager will make announcements of interest to the Town.

RECOMMENDATION:

Information only.

City Council

3. a.

Meeting Date: 07/11/2023

Department: City Secretary

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Consider action on the minutes from the June 27, 2023 City Council Meeting.

BACKGROUND:

The minutes from the June 27, 2023 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 27, 2023

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 27, 2023

Addison Conference Centre
15650 Addison Road, Addison, TX 75001
6:00 p.m. Work Session & Executive Session
7:30 p.m. Regular Meeting – Buckthorn/Sycamore Rooms

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

WORK SESSION

After determining that a quorum is present, the Addison City Council will convene the Work Session beginning at 6:00 PM in the Buckthorn/Sycamore Rooms.

Call Meeting to Order and Announce that a Quorum is Present – Mayor Arfsten called the meeting to order at 6:00 PM and announced a quorum was present.

CLOSED SESSION

The Addison City Council will meet in the Acadia Room in a Closed Session pursuant to Section 551.071, Tex. Gov. Code, to conduct a private consultation with its attorney pertaining to:

- 551.071 (1) (B) Pending or Contemplated Litigation - *Bigelow Arizona TX-344, Limited Partnership D/B/A Suites of America and/or Budget Suites of America v. Town of Addison, Cause No. DC-19-09630, 191st Judicial District, Dallas County District Court.*
- 551.071 (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter: Transit Oriented Development.

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

In accordance with Texas Government Code, Chapter 551, the City Council will reconvene in Open Session in the Buckthorn/Sycamore Rooms to consider action, if any, on matters

discussed in the Closed Session.

Mayor Arfsten reconvened the City Council into Open Session at 7:55PM. There was no action taken as a result of Closed Session.

WORK SESSION

1. Present and discuss non-profit organization grant funding for Fiscal Year 2024.

[Ashley Wake, Controller]

Organization	Description	2023-2024 Request	2022-2023 Grant
<i>Addison Arbor Foundation (AAF)</i>	All-volunteer organization (currently 8 Board of Directors). A 501(c)(3) nonprofit organization with a broad charter to promote and enhance landscaping, public art, public parks, and parks and recreation programs of the Town of Addison. Incorporated in 1995 by the Town of Addison. In 2009, management/oversight transferred to AAF.	\$65,000	\$50,000 + up to \$15,000 match
<i>Dallas Cat Lady</i>	All-volunteer organization dedicated to reducing the homeless cat population through trap-neuter-return, spay/neuter, and placing cats and kittens into loving homes through our adoption program.	\$5,000	\$5,000
<i>Steven A. Cohen Military Family Clinic @ Metrocare Services</i>	Established in 2016, Cohen Veterans Network (CVN) is a national nonprofit network of mental health clinics serving post-9/11 veterans, service members and military families through outpatient care. CVN partnered locally with Metrocare, the largest provider of mental health services in North Texas.	\$10,000	\$2,500
<i>Metrocrest Services</i>	Provides an integrated approach to meeting the needs of those in our community. We provide tools and resources to address gaps in finances, employment, and nutrition to help end poverty and decrease inequities.	\$82,650	\$82,650
<i>Outcry Theatre</i>	The mission is to draw youth and young adults to the theatre as both audience and participants. Outcry Theatre strives to integrate the arts into the lives of young people to encourage them to become lifelong artists and arts appreciators.	\$10,000	\$2,500
<i>WaterTower Theatre</i>	With 28 years of professional live theatre, the WaterTower Theatre is a world class theatrical arts destination which brings over 6,000 visitors and resulting commerce to Addison.	\$450,000	\$226,589 + up to \$150,000 match
<i>Woven Health Clinic</i>	Provide affordable, quality healthcare with a strong focus on preventing disease for low income, uninsured, or underinsured people.	\$8,000	\$5,000

Note: WaterTower and Outcry Theatres are the only non-profit organizations (NPO) with funds coming from the Hotel Fund. All other funds come from the General Fund.

2. Present and discuss an update on Addison Kaboom Town! 2023. *[Abby Morales, Director of Special Events]*

Staff shared an update on the upcoming Addison Kaboom Town! event that will take place July 3,

2023. The presentation included information regarding tickets, entertainment, activities and media coverage.

- 3. Present and discuss a review of the Facility Utilization Study Phases 1 and 2.** [*Bill Hawley, Asset Management & Special Projects Director*] Withdrawn – no discussion/action.

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 in the Addison Conference Centre - Buckthorn/Sycamore Rooms at 15650 Addison Road in Addison, Texas.

Call the Meeting to Order and Announce that a Quorum is Present: Mayor Arfsten called the meeting to order and announced a quorum was present for the Regular Council Meeting.

Pledge of Allegiance: Unites States Flag and Texas Flag – Mayor Arfsten led the Pledge of Allegiances.

Announcements and Acknowledgments – City Manager David Gaines

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.*

Letters/Emails Received:

- Deputy Mayor Pro-Tempore Quintanilla read two emails from Phyllis Silver, 15720 Artist Way –
 - recommended participation in Walk to School Day – October 4, 2023 with local schools; and
 - recommended participation in Solar Eclipse – April 8, 2024 with watch party
- Mayor Pro-Tempore Resnik read a letter from Louise Rosenfield, 14909 Bellbrook – advising that the petition against White Rock Chapel SUP contains incomplete information.

In Attendance:

- Ed Copeland, 5600 Celestial Road; David Rosenfield, 14909 Bellbrook – both voiced concerns regarding a neighborhood petition against White Rock Chapel SUP. They noted that the petition represented only a small number of residents and that the information circulating is erroneous and incomplete.

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.*

4. **Consider action on the minutes from the June 13, 2023 City Council Meeting.**
5. **Consider action on Change Order #1 to the Fiscal Year 2023 contract with Rey-Mar Construction LLC for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project and authorize the City Manager to execute the change order in an amount not to exceed \$1,338,646.40.**
6. **Consider action on a Resolution R23-057 approving an agreement with VFC Group, LLC (d/b/a Taylor Lightning Protection, LLC) to install lightning protection for four (4) Town facilities and authorizing the City Manager to execute the agreement in an amount not to exceed \$77,684.28.**
7. **Consider action on a Resolution No R23-058 approving an agreement with Mexzim Corporation to remodel Fire Station #1 and #2 dormitory rooms and authorizing the City Manager to execute the agreement in an amount not to exceed \$314,235.50.**

Mayor Arfsten called for any requests to remove any Item from *CONSENT AGENDA* to discuss separately. Council Member Willesen requested to remove ITEM #6 and Council Member Gardner requested to removed ITEM #5 from the *CONSENT AGENDA*. Mayor Arfsten called for a Motion for *CONSENT AGENDA* ITEMS #4 and #7.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve *CONSENT AGENDA* Items #4 and #7. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

***** Item #5 *****

Presented by: Todd Weinheimer, Assistant Director of Public Works & Engineering - The purpose of this item is to authorize change order #1 for the Fiscal Year 2023 contract with Rey-Mar Construction, LLC for the construction of the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project. On August 24, 2021, City Council authorized a Professional Services Agreement (PSA) with Dannenbaum Engineering Company for professional engineering services associated with the Lake Forest Drive Waterline Upgrades and Wastewater Improvements Project.

The scope of work for this project includes replacing 1,216 linear feet of water line, 1,020 linear feet of wastewater line, and 5 new manholes. Lake Forest Drive is a private road that is owned by the adjacent property owners. This project will require the removal and subsequent replacement of a portion of the road. The Town is prohibited from using tax dollars to repair or replace other portions of Lake Forest Drive beyond what is required for the replacement of the water and wastewater mains.

Construction bids for the project were advertised on Civcast, and the bid opening took place on February 28, 2023. Unfortunately, no bids were received for the project. Following the bid opening, Town staff promptly explored alternative options to secure a contractor for the project.

In April 2022, the Council approved an Indefinite Quantity Indefinite Duration (IDIQ) contract

with Rey-Mar Construction, LLC, for on-call water and sewer line repairs, replacement, and rehabilitation services. This IDIQ contract, amounting to \$150,000 annually, can be renewed for four consecutive years. The estimated construction cost for this specific project is \$1,338,646.40, bringing the total amount allocated to the IDIQ contract for fiscal year 2023 to \$1,488,646.40. Therefore, it is recommended that the Town proceed with the project utilizing this existing contract.

Funding for this project has been allocated from the 2018 Utility Bond Funds, with an original budget of \$1,199,000. The additional \$309,454.40 required for the project will come from the same 2018 bond funds, resulting in a total project amount of \$1,508,454.40. If approved, Town staff will coordinate with the contractor to determine equipment and material availability to determine the construction notice to proceed date. The notice to proceed is currently anticipated to be in August 2023. The project construction is expected to take five months to complete.

MOTION: Council Member Gardner moved to approve CONSENT AGENDA Item #5 as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

***** Item #6 *****

Presented by: Hamid Khaleghipour, Executive Director of Internal Services and Ryan Marsh, Facilities Supervisor - Lightning strikes caused almost a billion dollars in property damage in the United States in 2022. Adding a lightning protection system to a building provides a designated path for lightning to pass to the ground, thereby helping to protect the structure and the vital electrical, computer, communications, and building automation equipment connected to the building.

The Fiscal Year 2023 Budget includes \$82,000 for the installation of lightning protection systems at the Service Center, Addison Athletic Club, Police/Courts, and Fire Station #1. On April 19, 2023, the Town issued bid number 23-91 for lightning protection systems at these key Town facilities. Bidding closed on May 11, 2023. Taylor Lightning Protection submitted the only bid for an amount of \$77,684.28. After reviewing the submittal and checking their references, staff recommends awarding the bid to Taylor Lightning Protection. This bid is \$4,315.72 below the budgeted amount.

MOTION: Council Member Willesen moved to approve CONSENT AGENDA Item #6 Resolution No. R23-057 as presented. Council Member Liscio seconded the motion. Motion carried unanimously.

Items for Individual Consideration

- 8. Present, discuss and consider action on a Resolution No. R23-059 approving a Fourth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co-Developers AMLI Residential and Stream Realty Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the Fourth Amended and Restated MOU.**
[Ken Schmidt, Director of Development Services]

At its April 12, 2022 meeting, the City Council approved a Memorandum of Understanding (MOU) between the Town and a co-developer team of AMLI Residential and Stream Realty Partners to execute a multi-phase, transit-oriented mixed use development on Town and DART owned land in the vicinity of the future Addison Silver Line Station. Since that time three subsequent amendments to the MOU were approved as the Town and the developer team worked to advance the due diligence, zoning and concept plan process, and draft incentive agreements, ground leases and other documents necessary to advance the project.

- The first amendment to the MOU, approved on November 8, 2022, provided an updated project schedule and due diligence period.
- The second MOU amendment, approved on January 10, 2023, included minor modifications to the office and restaurant/retail/entertainment square footage, the number of multi-family residential units and associated parking and site improvements. The second amendment also included refinements to the project schedule and set conditions for the developer team to pursue a new partner for the retail/restaurant/entertainment node at the core of the project.
- The third amended MOU, approved on April 25, 2023, reflected changes to the project schedule and amended the terms and conditions of public incentives to support the development, reflecting the changing conditions for construction and financing costs.

This fourth amendment includes refinements to the public incentives and changes in the size and design of the parking garages that will serve the office, retail and multi-family components of the project.

MOTION: Council Member Willesen moved to TABLE action on Item #8 - the Fourth Amended and Restated Memorandum of Understanding (MOU). The motion failed (or died) due to lack of a second.

MOTION: Council Member Gardner moved to approve Resolution No. R23-059 approving a Fourth Amended and Restated Memorandum of Understanding (MOU) as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried six to 1, with Council Member Willesen voting No.

REQUESTS FOR CLARIFICATION OF AGENDA ITEMS LISTED ON THIS AGENDA: *This section includes questions 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 the 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.*

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

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 9:49PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

City Council

3. b.

Meeting Date: 07/11/2023

Department: Police

Pillars: Gold Standard in Public Safety

AGENDA CAPTION:

Consider action on an Ordinance repealing section 54-1 of the Code of Ordinances regulating juvenile curfew.

BACKGROUND:

During the Texas Legislature's 88th Regular Session, HB 1819 was signed into law. This statute preempts local governments from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age. Addison's Juvenile Curfew Ordinance, located in 54-1 of the Addison Code of Ordinances, must be repealed to comply with this new state law.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Repeal Juvenile Curfew

ORDINANCE NO. O23-___

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE CODE OF ORDINANCES BY REPEALING SECTION 54-1, THE JUVENILE CURFEW ORDINANCE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND 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, the Texas legislature recently passed House Bill 1819 amending Chapter 370 of the Local Government Code by adding section 370.007 which prohibits political subdivisions from adopting or enforcing an order, ordinance, or other measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, House Bill 1819 shall become effective on September 1, 2023; and

WHEREAS, the City Council has determined that it is in the best interest of the City to repeal Section 54-1 of the Code of Ordinances because it is an ordinance that imposes a juvenile curfew and must be repealed to comply with state law.

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

SECTION 1. Section 54-1 is hereby repealed in its entirety.

SECTION 2. 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. That an offense committed before the effective date of this ordinance is governed by prior law and ordinances in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. 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 11th day of JULY 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

Whitt Wyatt, City Attorney

City Council

3. c.

Meeting Date: 07/11/2023

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:

Consider action on a Resolution to approve a Professional Services Agreement (PSA) with Fugro USA Land, Inc. (Fugro) for pavement and asset assessment services and authorize the City Manager to execute the agreement in an amount not to exceed \$82,500.

BACKGROUND:

The purpose of this item is to approve a Professional Service Agreement (PSA) with Fugro to perform pavement and assets assessment on 130 miles of roadways in Addison.

In Fiscal Year 2017, the Town partnered with Fugro to conduct an extensive pavement analysis and data acquisition project for the Town's road infrastructure. This undertaking played a crucial role in enhancing the Town's inventory and data for its Geographic Information System (GIS) maps and asset management software. Additionally, it provided valuable data that aided in the recommendations for the 2019 bond election.

The scope of work for these services will include the following for the Town's 130 miles of roadway:

- Right-of-way and pavement images,
- Pavement data collection, and
- Asset extraction services for signs, ramps, and sidewalks.

A more detailed description of these services can be found in the PSA, Exhibit A of the Resolution.

Fugro was selected for these services based on their familiarity and experience with the Town.

Staff would like to perform this task immediately in order to have the most

complete information for the potential new bond program in 2024. Staff will include the \$82,500 funding for this project from the Self-Funded Special Projects Fund in the year-end budget amendment.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Fugro USA Land

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH FUGRO USA LAND, INC. FOR PAVEMENT AND ASSETS ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$82,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Fugro USA Land, Inc. for Pavement and Assets Assessment 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 Fugro USA Land, Inc. for Pavement and Assets Assessment in conformance with the City’s requirements and in an amount not-to-exceed of \$82,500.00, 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 **11th** day of **JULY**, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT PAVEMENT AND ASSETS ASSESSMENT

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Fugro USA Land, Inc.** (“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 Pavement and Assets Assessment (“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 EIGHTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$82,500.00).

(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

FUGRO USA LAND, INC.

By: _____

David Gaines
City Manager

By:  _____

Sirous Alavi
Director, Pavement Engineering &
Infrastructure Management Americas

Date: _____

Date: June 21, 2023

Notice Address:

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

Addison Contract ID:
PSA_STW_June 21, 2023_v1.20220427

Notice Address:

Fugro USA Land, Inc.
Attn: Sirous Alavi, Director, Pavement
Engineering & Infrastructure Management
Americas
8613 Cross Park Dr
Austin, Texas 78754
E: salavi@fugro.com

EXHIBIT “A”
SCOPE OF SERVICES

(attached)



Pavement and Assets Assessment for Town of Addison, Texas

Proposal Number: 236875

Date: June 20, 2023



Submitted to:

Juan Gutierrez
Streets and Traffic Operations Manager
Town of Addison
16801 Westgrove Dr.
Addison, Texas 75001

Submitted by:

Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, TX 78754



Fugro USA Land, Inc.
8613 Cross Park Drive
Austin, TX 78754

June 20, 2023

Mr. Juan Gutierrez
Streets and Traffic Operations Manager

Town of Addison, Texas
16801 Westgrove Dr.
Addison, Texas 75001

Subject: Proposal for Pavement and Assets Assessment for the Town of Addison, Texas

Dear Mr. Gutierrez,

Fugro USA Land, Inc. (Fugro) is pleased to submit this proposal to perform pavement and asset assessment services for the Town of Addison (Town).

Fugro has the experience and resources required to deliver projects on time and to the quality standards expected by the Town. We have had the privilege of providing asset data collection and condition assessment services to North Central Texas Council of Governments (NCTCOG) participating agencies (including the Town of Addison in 2017) for over 20 years, and this offers us a unique understanding of the needs and expectations of the Town.

Fugro understands that the Town is seeking a qualified firm to perform pavement data collection and assessment of the roadways maintained by the Town. In addition, the Town would like to extract various assets from our right-of-way images. Fugro will provide all necessary field inspectors, vehicles, tools, and equipment required to perform professional asset management services including, but not limited to:

- 1) Automatic and continuous measurement of pavement cracking, texture, rutting (both wheel path ruts), digital images, and dual-wheel path roughness data to International Roughness Index (IRI) standards.
- 2) Calculation of Pavement Condition Index (PCI) for each surveyed road segment.
- 3) Data collection for assets (i.e., curb ramps, signs, and sidewalks).
- 4) Delivery of PCI and asset data in a format compatible with the Town's Geographic Information System (GIS) database.

Fugro has long been a leader in pavement and asset data collection and analysis. Based on our experience with other similarly sized projects, we have put together this proposal that addresses our team's experience and qualifications, our proposed methodology and approach, as well as the tools and equipment necessary to carry out the scope of work as outlined in this proposal.

Sirous Alavi, Fugro's Director of Pavement Engineering, will serve as the Project Manager and primary contact for the Town of Addison. Dr. Alavi offers extensive experience with pavement data collection, pavement design, pavement research, and PMS implementation.

We welcome the opportunity to apply our experience and knowledge to this important project. Please do not hesitate to contact me at 512-977-1851 or by e-mail at salavi@fugro.com if you have questions or need additional information.

Best regards,

Fugro USA Land, Inc.



Sirous Alavi, Ph.D., P.E., PTOE

Director, Pavement Engineering & Infrastructure Management Americas

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SECTION A: DESCRIPTION OF SERVICES

A.1 Introduction

Fugro USA Land, Inc. (Fugro) has over 75 years of experience with pavement and roadway asset data collection and offers a strong record of successfully providing services. Fugro provides services for all aspects of pavement management and evaluation, planning and oversight, developing maintenance and rehabilitation strategies, and optimizing network conditions within available budgets. Our services deliver value by planning, accurately diagnosing, and prioritizing maintenance and rehabilitation activities.

The following provides a high level overview of the services that have been discussed with the Town of Addison.

A.1.1 Pavement Data Collection and Processing

Fugro operates a fleet of Automatic Road Analyzer (ARAN) vehicles that automatically and continuously measure over 15 different data types simultaneously on arterial, Collector, and local streets, streets with concrete, asphalt, and/or dirt/gravel, and alleyways. Data types include:

- Roughness, smoothness, ride, and International Roughness Index (IRI)
- Rutting and Transverse Profile
- Pavement Distress
- Road Geometrics (Grade, Curve, Cross Fall, Slide Slope, Edge Drop Off)
- Pavement and Right-of-Way (ROW) Images
- Faulting

Fugro has developed our Vision software for the processing and analysis of pavement condition data. Vision is a customized digital condition rating system that can be configured for user defined severity/extent based upon pavement distresses and pertinent roadway attributes. Data can be exported to pavement management system (PMS) or asset management system (AMS), and it can be easily customized for industry standard reporting.

A.1.2 Asset Inventory

Fugro has extensive experience collecting roadway assets and has extracted and delivered over 70 different asset types totaling 5.1 million unique assets over 216,000 miles of road for municipal and State agencies since 2008. Fugro's Surveyor software uses the calibrated geo-referenced images collected by the ARAN to capture, extract, measure, and store data on client's visible roadside assets. Surveyor will be used for asset data extraction for sidewalks (location, length, width and condition), ADA ramps (location, configuration, presence of truncated domes or other detectable warning features, condition), and roadway signs (type, location). Assets will be provided via geodatabases for incorporation into the Town's GIS system.

A.1.3 Data Viewing and Managed Hosting

Fugro's iVision is a web-based software that offers the ability to review the collected data and images. The Town will benefit from the functionality of Fugro's iVision software completely free of charge for one year for up to 5 users per Participant on our hosting service. With over 1 Petabyte (1 billion Megabytes) of data storage, we currently provide such managed services for numerous State and municipal agencies within the U.S.

A.1.4 Pavement Management System (PMS) Services

Fugro is experienced with a variety of pavement management software packages such as Cartegraph, StreetSaver, AgileAssets, Deighton dTIMS and PAVER. Our experience with these software packages includes developing condition listings, condition maps, work plans, budget optimization, and maintenance and rehabilitation alternatives for agencies. Fugro can provide tailored pavement management solutions to NCTCOG Participants based upon their specific requirements. Fugro has provided pavement management services for all different sized agencies with a wide variety of needs:

- Data migration from legacy systems
- Loading of Pavement Management Data
- Pavement Management Implementation
- Pavement Management Update
- Geographic Information System services
- Work plans, budget analysis, and network condition reporting
- Performance Modeling
- Computer Hardware and PMS/Asset Software
- Presentations to City Councils and Commissioners Courts

A.1.5 Training

Fugro's certified professionals have years of experience providing clients and engineering professionals with a variety of training and continuing education courses pertaining to pavement design, materials, pavement management, and pavement preservation.

A.2 Overview of Automated Equipment

Developed in 1977, our ARAN was the first automated data collection vehicle available in the market and continued to evolve with the latest technology and equipment. Figure 1 shows our current sixth generation ARAN. The ARAN includes cutting-edge gyroscopes, sensors, cameras, computers, software, and related equipment, all designed to withstand the rigors of collecting seven days a week, 365 days a year in all landscapes and climates. Fugro's experience and industry knowledge have allowed us to be innovative and responsive to the changing economic conditions facing transportation agencies, balancing reduced budgets, and staffing with the demands for maintaining a safe, reliable, and efficient transportation network.

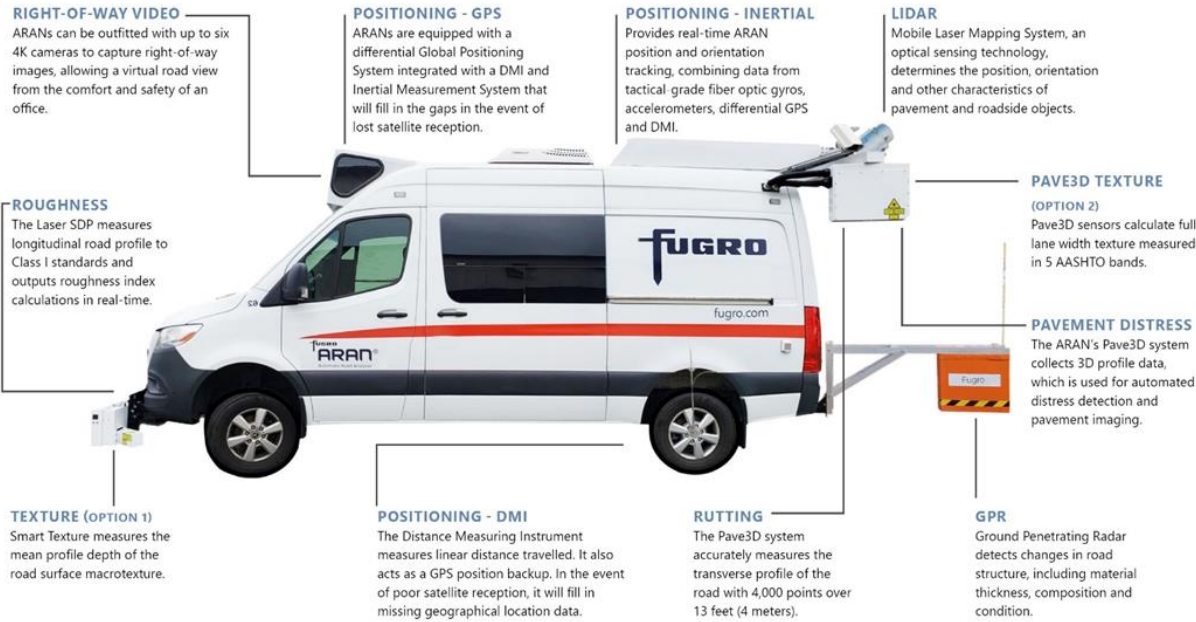


Figure 1: The Automatic Road Analyzer (ARAN)

Currently, we are working with over half the North American DOTs and many municipalities providing a full range of innovative custom roadway management solutions including data collection, PMS services, and M&R work plan development. Client satisfaction and trust are top priorities for us. We have developed many long-standing clients with this sound approach. We are working with over twenty (20) States/Provinces in North America.

The following describes some of the specific ARAN subsystems that are pertinent to the project.

A.2.1 Locational Referencing and Positioning

The ARAN is equipped with a Distance Measuring Instrument (DMI) mounted on the driver’s-side rear wheel as shown in Figure 2. The DMI is used to provide distance based triggers to the ARAN subsystems and translate wheel revolutions into measurements of velocity and linear distance traveled. The DMI meets the Class 1 requirements per ASTM E950, Standard Test Method for Measuring the Longitudinal Profile of Traveled Surfaces with an Accelerometer Established Inertial Profiling Reference.



Figure 2: Distance Measuring Instrument (DMI)



The ARAN also incorporates a Differential Global Positioning System (DGPS) using Applanix's POS LV 220. The POS LV is Global Navigation Satellite System (GNSS)-aided inertial technology that mitigates the real-world effects of GPS outage.

The POS LV 220 tracks and reports the position (latitude, longitude, and elevation) and orientation (heading) of the ARAN in real-time using complementary locating technologies. The GPS corrects any drift evident in the inertial sensor over time, while the inertial sensor ensures that accurate positioning will be continuously available, even during periods of GPS outage due to tree canopy, mountainous terrain, tunnels, or urban canyons. Figure 3 is an image of the Applanix POS LV system.



Figure 3: Applanix POS LV

A.2.2 Downward Pavement Image Collection

Fugro's Pave3D uses downward-facing high-speed cameras, custom optics, and laser line projectors to output range and intensity data, which derive a 3D image of the pavement surface as seen in Figure 4. These capabilities improve performance of post-processing techniques resulting in superior accuracy for identifying pavement crack severity. These images facilitate automated and manual crack identification methods.

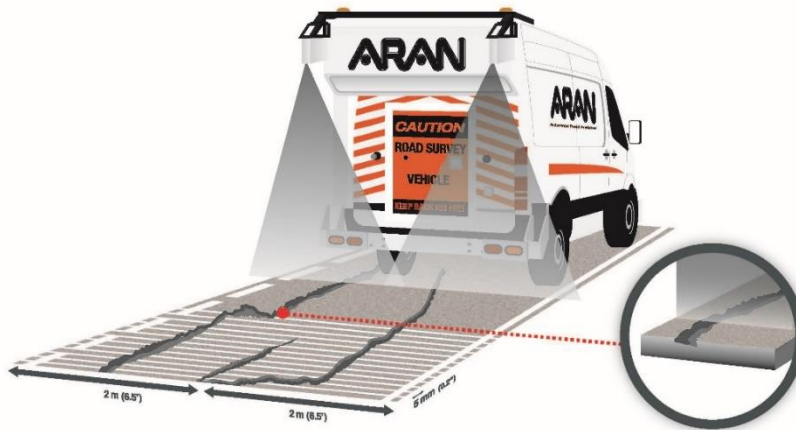


Figure 4: Downward Scanning Capabilities

Figure 5 depicts the range, intensity, and 3D views captured by Fugro's Pave3D system. The range image represents depth in grayscale; lower elevations due to defects like cracks, potholes, corner breaks, etc., appear dark. A range image means only actual pavement distress is detected and no other artifacts on the road like oil, skid marks, or dampness in hairline cracks. The intensity image

is a more "traditional" camera image showing the surface as the human eye would see it. An intensity image is essential for the visual verification of non-crack-related distresses like raveling. The 3D view combines the Range and Intensity images to provide an enhanced image of the roadway that is ideal for visual rating and quality control of the cracking detected by the automated distress tool. Using both range and intensity information matched pixel for pixel, we can better determine the exact locations of cracks based on width, depth, texture, color, and other surrounding features.

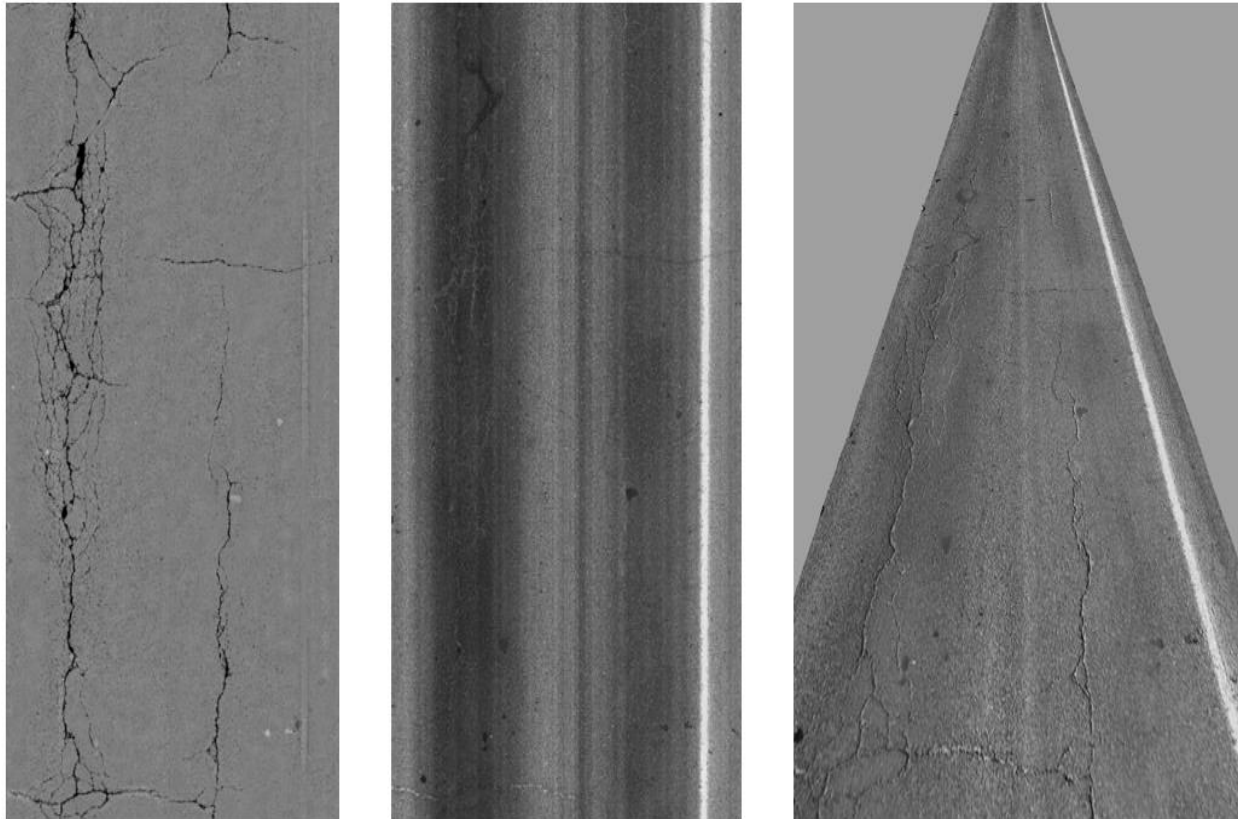


Figure 5: Range View (left), Intensity View (middle), and 3D View (right)

Some of the advantages of using the Pave3D system over conventional pavement images include:

- Uninterrupted operation in all lighting conditions during the day and at night without the need for artificial pavement illumination.
 - Sun and shadows and various pavement types ranging from dark asphalt to light-colored concrete can be measured at highway survey speeds and on roads reaching 14 feet in width and still achieve the 0.19 inches longitudinal resolution.
- Continuous collection of pavement images along the roadway's length with no interruptions.

- This feature allows the user to select their desired reproduction interval length of generated pavement images, which align with predetermined right-of-way image intervals. The high-definition images are processed for various condition and distress ratings within Fugro's Vision software.

A.2.3 Laser SDP (South Dakota Profiler)

Fugro's Laser SDP (South Dakota Profiler) system shown in Figure 6 is a non-contact Class 1 inertial profiler (per ASTM E950) that uses lasers and accelerometers mounted at the front of the vehicle over each wheel path. The system measures the longitudinal profile for 100% of all lane miles to calculate International Roughness Index (IRI) and Ride Condition Index (RCI) for maximum accuracy. The equipment conforms with AASHTO R 57 "Standard Practice for Operating Inertial Profiling System" and the 2018 Caltrans Standard Specifications.

The ARAN saves raw longitudinal profile data for every one (1) inch of pavement in both wheel paths along with the standard deviations of each. The result is computed IRI values (in inches/mile) for each tenth (0.10) mile segment (528 feet) for both the left and right wheel paths. Highlights of Fugro's Laser SDP system for IRI data collection include:

- Equipped with GoCator dispersion lasers providing a full 100mm (4-inch) line of data across the road surface (like that of a tire footprint). This offers improved consistency, repeatability, and accuracy in the collection of the longitudinal profile.
- Ability to collect at variable testing speeds while maintaining a bias of less than 5%.
- Allowance for testing at low speed and "Stop and Go" conditions.
- High accuracy; measurements within $\pm 5\%$ of all popular manual profiling techniques.
- High repeatability with standard deviation for repeat runs within $\pm 5\%$ of the mean. GoCator sensors' use further improves on this consistency, regardless of the testing surface type or condition.
- Real-Time IRI reporting for immediate operator identification of system issues.
- Two standard conformance tests, one static, and the other dynamic, ensure that both the laser and accelerometer components of the system are operating as intended
- Multiple parameters reported, including mean and max IRI and standard deviation by segment.



Figure 6: ARAN Laser SDP

Fugro has developed reliable, speed-sensitive algorithms to improve the accuracy of the longitudinal profile calculated in low speed zones. These algorithms reduce the impact of the

unwanted frequencies in the accelerometer signal that affect profile and IRI calculations. Since the low-speed algorithms are non-casual, meaning that they incorporate future data into the calculation, the low speed roughness feature recalculates the longitudinal profile and IRI during the processing stage for maximum accuracy and repeatability.

A.2.4 Right-of-Way (ROW) Images

With our long history of working with States, Counties, and municipalities, we understand the value that transportation agencies receive from high quality digital images that offer a clear, focused view of the roadway and surrounding area. We have taken great care to source, calibrate, and maintain the best cameras in the industry. The image collection for this project will include both continuous ROW and downward facing pavement imaging. Collection will be performed on dry pavement and when weather and light do not inhibit visibility of pavement and ROW.

ROW cameras will capture the lane of travel and ROW. These images shall be captured at a minimum interval (e.g., 25 feet), at typical Town speeds, and will provide 100% and continuous coverage of the ROW in full-frame with a high pixel resolution. The ARAN will collect ROW images utilizing Sony FX9 HD cameras that offer a resolution up to 3840 x 2160 pixels at 16:9 aspect ratio. Figure 7 provides an example of Fugro's superior ROW image quality collected for one of our current clients. Each image is tied to a GPS location as well as a linear reference, which allows all images to be tied back to each other. All images can then be used to extract visible assets now or in the future.

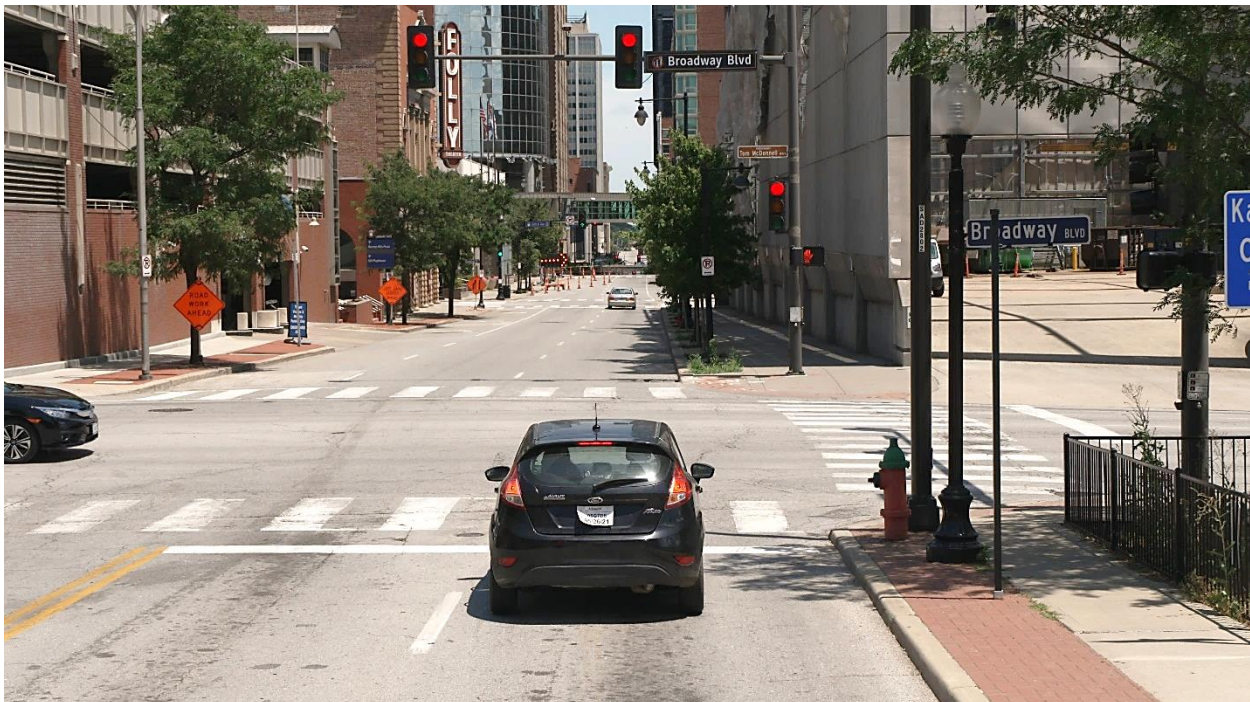


Figure 7: Example of Fugro's Superior ROW Image Quality

A.3 Data Viewing Software – iVision5

Fugro’s iVision5 viewing software provides the agency with a powerful tool to review collected images and asset data in a synchronized, GIS-based environment. iVision5 is hosted by Fugro and available on any device with access to the internet, this meets a remotely positioned workforce's needs. Fugro will upload all raw images and data to our Vision processing software, data will be processed by our team, and post processed data will be synchronized with iVision5.

iVision5 contains a user-friendly interface that seamlessly integrates the collected data and imagery, GPS, distress and asset calculation tools, and mapping layers. The software’s dashboard is fully customizable to meet the unique needs of each DOT's requirements. iVision5 offers open data schemas that enable customized data querying, extraction, and linking with other systems to provide maximum flexibility and data-synchronization capabilities. These advanced data sharing and integration mechanisms allow the application to be launched and linked to multiple different asset management applications. Figure 8 provides an example of one display option for iVision5’s rich dashboard layout. This dashboard is customizable to the user’s preferences and needs. All displayed data is playing in a synchronized view as the user navigates along the roadway on the GIS-based map. The agency will be then provided with multiple licenses to use the software for one year at no additional cost. After one year, licenses can be renewed annually for an additional cost.



Figure 8: iVision5 Dashboard Example

SECTION B: SCOPE OF WORK

B.1 Overview

The road network for the Town is comprised of approximately 130 miles of paved roads. Fugro will collect pavement and asset data for the total network. Forward-facing and rear-facing right-of-way cameras will be used to collect asset inventories along both sides of the road.

B.2 Right-of-Way (ROW) and Pavement Images

ROW and pavement images will be collected for each lane surveyed using the ARAN. ROW images will be collected at an interval of 25 feet, and pavement images will be collected continuously along the surveyed lane. All images will be delivered to the Town on external hard drives. Images will also be available to the Town for one year via Fugro's iVision viewing software.

B.3 Pavement Data Collection

The following data will be collected and reported to the Town for each lane surveyed using the ARAN:

- Street Name
- Endpoints
- Segment ID
- Segment Length
- Pavement Width
- Inventory Date
- Pavement Type
- Functional Class (provided by the Town)
- Pavement Condition Score
- Rutting
- International Roughness Index (IRI)
- Surface Distress
- Pavement Age (provided by the Town)
- Geometric Characteristics

B.3.1 Distress Standards & Pavement Condition Index (PCI)

The images provide a visual representation of various cracking types, surface defects, patches, and other distresses along the roadway. Fugro will identify the distresses as defined in American Society for Testing and Materials (ASTM) D6433-20, Standard Practice for Roads and Parking Lots Pavement Condition Index Survey. The ASTM D6433 standard is used by many municipalities worldwide to calculate Pavement Condition Index (PCI) for their roadway networks. PCI uses a scale from 0 to 100, where 0 represents a completely failed pavement and 100 represents a pavement in perfect condition. PCI is calculated based on the type, severity, and extent of surface distresses. Each distress type includes a severity level (i.e., low, medium, and high) and has a different impact or "deduct" value for pavement condition depending on its quantity (i.e., extent). Since each distress type has a different impact on pavement performance, deduct values are

specific to individual distresses in accordance with the ASTM D6433 standard. High severity distresses and/or high distress quantities result in more reductions in PCI scores. In general, deduct values for fatigue cracking are higher than deduct values of other types of cracking. Presence of load related fatigue cracking results in lower PCI scores, when compared with similar severities and extents for cracking associated with environmental conditions such as transverse cracking. Table 1 and Table 2 present the asphalt and concrete pavement distresses and their classifications.

Table 1: Asphalt Concrete Pavement Distresses and Classification

ID #	Load Related	ID#	Climate/Durability Related	ID#	Other Related
1	Alligator Cracking	3	Block Cracking	2	Bleeding
7	Edge Cracking	8	Joint Reflection Cracking	4	Bumps & Sags
13	Pothole	10	Longitudinal/Transverse Cracking	5	Corrugation
15	Rutting	19	Raveling	6	Depression
		20	Weathering	9	Lane/Shoulder Drop Off
				11	Patch/Utility Cut
				12	Polished Aggregate
				14	Railroad Crossing
				16	Shoving
				17	Slippage Cracking
				18	Swell

Table 2: Concrete Pavement Distresses and Classifications

ID #	Load Related	ID#	Climate/Durability Related	ID#	Other Related
22	Corner Break	21	Blow Up	25	Faulting
23	Divided Slab	24	Durability Cracking	27	Lane/Shoulder Drop Off
28	Linear Cracking	26	Joint Seal Damage	29	Large Patch/Utility Cut
34	Punchout	37	Shrinkage Cracking	30	Small Patch
		38	Corner Spalling	31	Polished Aggregate
		39	Joint Spalling	32	Popouts
				33	Pumping
				35	Railroad Crossing
				36	Scaling

For this project, Fugro will use a licensed PMS software to calculate the PCI for the pavement sections.

B.3.2 Data Processing Software - Vision

Vision software is considered an integral part of data processing and QC methodology in Fugro’s pavement condition assessment approach. Vision was developed by Fugro to ensure a simple and accurate process for analyzing ARAN data. The software facilitates the entire data processing workflow including key modules for data upload, georeferencing and segmentation, video and



sensor data quality analysis, and pavement distress analysis. It synchronizes all of the data (imagery along with sensor and map data) allowing the analyst to virtually drive on the road to assess quality, investigate anomalies, and confirm locations and conditions.

Automated & semi-automated algorithms are incorporated in Vision for pavement distress detection, classification, and rating. Digital pavement images collected by the ARAN serve as input to the distress rating process. ROW images are also used to enhance the distress-rating accuracy. Each distress can be identified in terms of location, severity, exact dimensions, and other characteristics. The software also allows for customized distress rating protocol. Moreover, Vision’s Report Generator module facilitates the creation of custom reports and data deliveries using post-processed collection of all pavement performance parameters. This module allows Fugro staff to modify and apply reporting templates to ensure that data conforms to client requirements. Figure 9 provides a screenshot of Fugro’s Vision software.

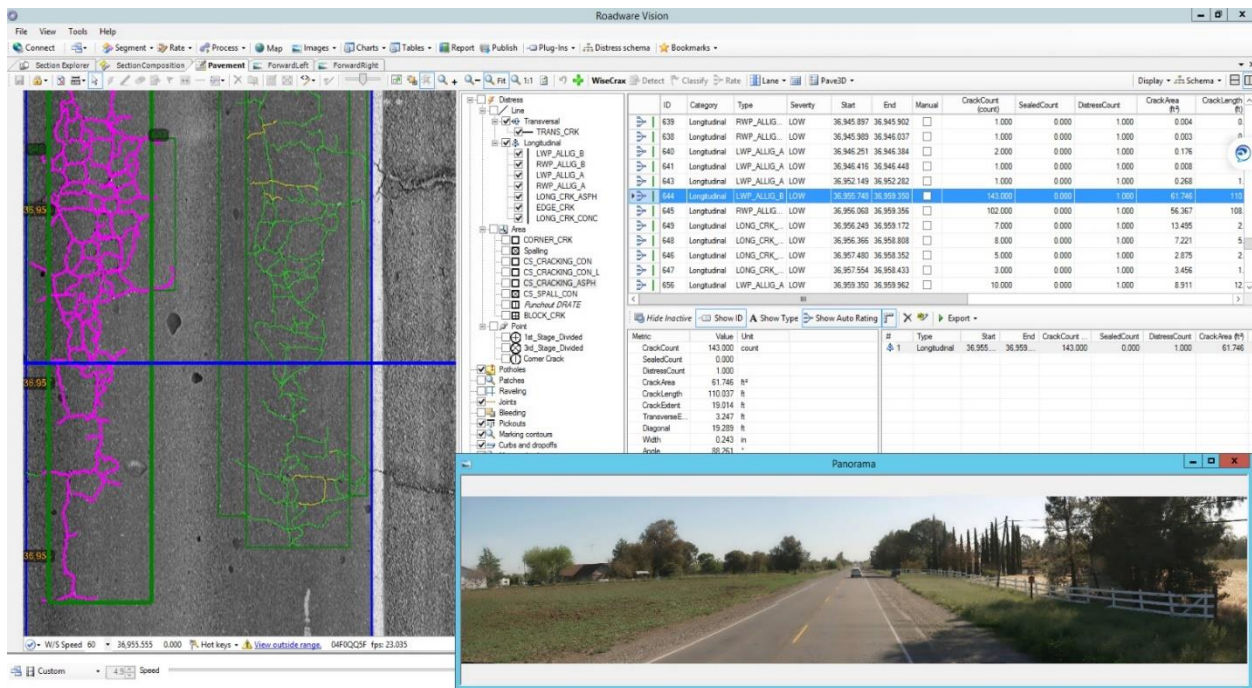


Figure 9: Fugro’s Vision Processing Software

B.4 Asset Extraction Services

Agencies are increasingly seeking to inventory and assess the condition of in-road and roadside assets. Digital images and mobile LiDAR used for asset inventory and other analytics are dependent upon “line-of-sight” measurements, which means obstructions such as buses, parked vehicles, garbage canisters, and vegetation can impact the “line-of-sight” measurements and image collection.

Fugro’s Surveyor software uses the calibrated geo-referenced images collected by the ARAN to capture, extract, measure, and store data on client’s visible roadside assets. Assets can be provided to clients via geodatabases for incorporation into the client’s GIS system. Figure 10 shows a screen capture of Surveyor’s Asset Attribute Editor. Fugro staff use a triangulation method with two successive images to determine an asset’s location. Field assessment crews will only be deployed if additional condition assessment is required (e.g., ADA ramps), saving both time and money. The items the Town has discussed have been made **bold** (signs, ramps, and sidewalks) in the list. For example, all existing traffic control signs including location, relative location, post type, MUTCD/local sign code, and picture could be extracted. An asset data dictionary would be developed with the Town to ensure assets are extracted per the Town’s requested definitions.

The following is a list of point and linear assets that Fugro can extract using photogrammetry:

- Bicycle Lanes
- Bridges
- Brush & Tree Control
- Cable Barriers
- Cattle Guards
- Cemetery
- Church
- Concrete Barriers
- Curbs
- Driveways & Access Points
- Drop Inlets / Catch Basins
- Emergency Call Boxes
- Fences
- Fire Hydrants
- Fire Station
- Gates
- Guard Walls
- Guardrails
- Lighting
- Hospital
- HOV Lanes
- Intersections
- ITS Devices
- Lane Widths
- Linear Pavement Markings
- Low Water Crossings
- Manholes
- Median Openings
- Medians
- Meters
- Mile Markers
- Traffic Signals
- Number of Lanes
- On Route Parking
- Overpasses
- Paved Ditch
- Pavement Markings
- Plowable Markers
- Point Pavement Markings
- Police Station
- Post Office
- Railroad Crossings
- Raised Pavement Markings
- Red Light Cameras
- Retaining Walls
- **Roadway Signs**
- Rock Slide Protections
- Rumble Strips
- School Zones
- Schools
- Shoulder Widths
- Shoulders
- **Sidewalk Ramps**
- **Sidewalks**
- Sight Distance (Passing Lanes)
- Sign Supports
- Slopes
- Snow Fences
- Sound Barriers
- Speed Cameras
- Toll Plazas
- Traffic Count Stations
- Traffic Lights
- Trees
- Tunnels
- Turf Condition
- Turn Lanes
- Unpaved Ditches
- Utility Poles
- Water Valves

A GDB file will be then provided to the Town with the various assets and will be compatible with the Town’s GIS system. Figure 11 shows a screen capture of ArcGIS of an agency where we extracted traffic sign poles, traffic sign heads, point pavement markings like arrows or legends, linear pavement markings like striping, curbs, and curb ramps.

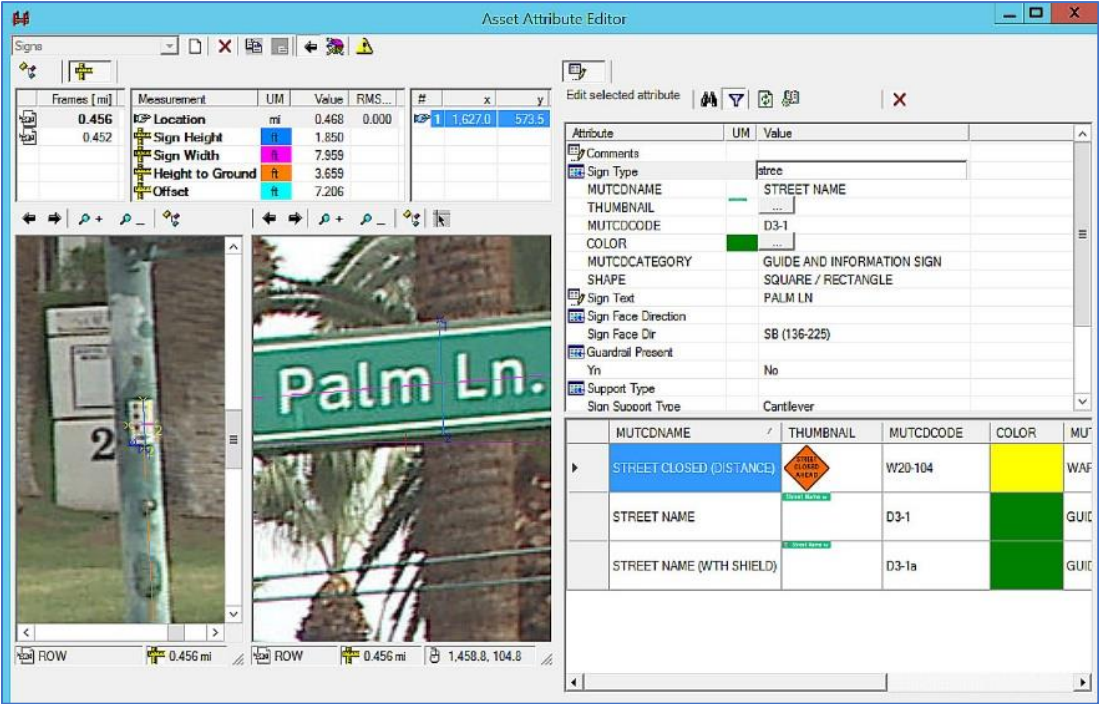


Figure 10: Screen Capture of Surveyor

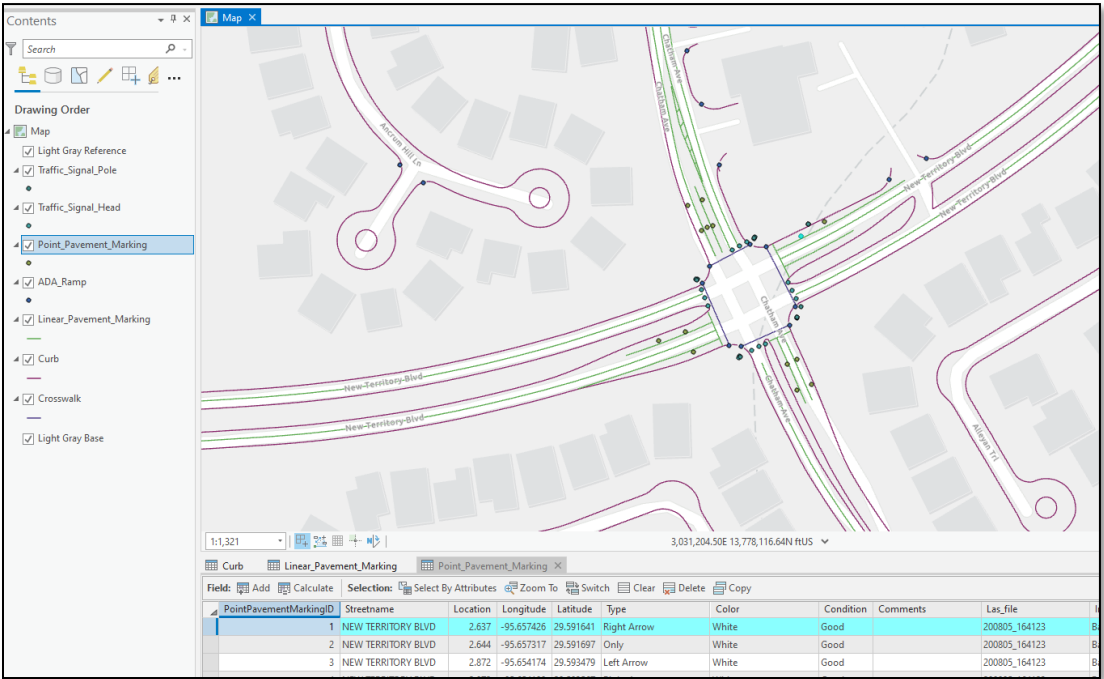


Figure 11: Screen Capture of ArcGIS with Extracted Assets

B.5 PCI Calculations and Reporting

During the project kick-off meeting, Fugro will request a copy of the Town's GIS shapefile containing all the street segments for which distress and asset data will be collected. Fugro's entire data collection and processing activities will revolve around providing a new round of pavement and asset data for the Town's street segments. Fugro will utilize a PMS software to determine the PCI scores for every street segment identified in the data collection program. The PCI scores will be provided to the Town in electronic format (i.e., MS Excel format) and also GIS shapefiles for upload to the Town's GIS database.

A comprehensive final report will be prepared that will describe all project activities including data collection, processing, and pavement and asset condition data.

B.6 Deliverables

After our data processing and analysis, Fugro will provide the following deliverables:

- **Geodatabase Delivery** – Fugro will deliver ESRI compatible geodatabase with distress data, PCI, IRI, and other attribute data.
- **Data Delivery Files** – Fugro will provide electronic files (e.g., Excel or CSV) with segment information.
- **Image Delivery** – Fugro will deliver all the collected images (ROW) to the Town on a hard drive.
- **iVision5 access** - Images will be available on Fugro's iVision5 dashboard.
- **Final Report** - Fugro will prepare a comprehensive final report for the Town. The report will include the pavement network inventory with PCI scores.

SECTION C: FEE SCHEDULE

Fugro has prepared the following pricing proposal that has all the costs for which compensation is expected. Table 3 presents the costs based on 130 miles of data collection. Please note that we will collect one lane per direction on arterials and collector roadways and only one lane for the local roadways.

Table 3: Pricing Proposal

Item	Cost
Data Collection (130 lane miles ¹)	\$42,000
Asset Extraction (ADA Ramps, Signs, Sidewalks)	\$32,000
Final Report including PCI & IRI scores	\$8,500
Total	\$82,500

¹ Lane mile is to be defined as a mile traveled as

1. A single pass on alleyways.
2. A centered single pass on residential streets.
3. Includes the outside lane in each direction for collectors and arterials (2 total).



City Council

3. d.

Meeting Date: 07/11/2023

Department: Public Works

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

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

AGENDA CAPTION:

Consider action on a Resolution approving an agreement with Dean Electric, Inc. (d/b/a Dean Construction) for the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701 Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$659,872.48.

BACKGROUND:

The purpose of this item is to award a construction contract for the construction of the Streetscape & Trail Improvements - Vitruvian Park Public Infrastructure Phase 9, Block 701, to serve the Vitruvian Townhomes development project.

Vitruvian Park Public Infrastructure Phase 9, Block 701, is located at the northeast corner of Vitruvian Way and Bella Lane and is part of the Vitruvian Development. The Master Facilities Agreement (MFA) between the Town and UDR provides for, among other things, the allocation and expenditure of funds that are to design and construct the public infrastructure improvements necessary to support the development.

The scope of work for this project will include miscellaneous demolition of existing pavement and street lighting, construction of new pavement, enhanced sidewalks, street lighting, holiday lighting, landscape planting, and irrigation. The streetscape improvements will be installed along the north right-of-way of Bella Lane, the east right-of-way of Vitruvian Way, the south right-of-way of Spring Valley Road, and a trail constructed within the development along the eastern property line.

On January 11, 2022, the City Council authorized a Professional Services Agreement (PSA) with Icon Consulting Engineers (Icon) to perform the necessary design work for this project because of their familiarity, experience, and extensive knowledge of Vitruvian Development. Icon has designed both the public and private portions of the improvements for all phases of the Vitruvian Development, making them uniquely qualified to perform professional design services.

On April 25, 2023, the project was advertised on CIVCAST, and the bid closed on May 23, 2023. The Town received five bids. The bid comparison can be found in the bid tabulation document. A breakdown of the bids is outlined in the table below:

Bidder	Amount
Dean Electric Inc (d/b/a Dean Construction)	\$659,872.48
C. Green Scaping, LP	\$738,094.19
Fain Group Inc.	\$814,613.78
Wall Contractors, LLC	\$931,290.20
North Rock Construction LLC	\$1,000,520.74

A total budget of \$2,625,618 in bond funds is allocated in the MFA as part of phase nine of the Vitruvian Development. \$837,973.02 has been spent to date, and if the contract for Dean Electric is awarded, \$1,127,772.50 will remain in Town funds for use in phase nine. As per the MFA, any funds necessary for public infrastructure for the remaining portions of phase 9 in excess of this amount will be provided by UDR.

If approved, the construction work is anticipated to commence in the summer of 2023 and will take approximately three months to complete.

The bid plans, bid specifications, addendums, and other pertinent documentation can be found on the project website at the link below:

<https://addisontexas.net/publicworks-engineering/vitruvian-park-phase-9-block-701-streetscape-trail-improvements>

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Dean Electric

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH DEAN ELECTRIC, INC. FOR THE STREETScape & TRAIL IMPROVEMENTS VITRUVIAN TOWNHOMES IN AN AMOUNT NOT TO EXCEED \$659,872.48; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Dean Electric, Inc. for the STREETScape & TRAIL IMPROVEMENTS VITRUVIAN TOWNHOMES in conformance with the project documents for City Bid No. 23-51.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Dean Electric, Inc. for the STREETScape & TRAIL IMPROVEMENTS VITRUVIAN TOWNHOMES in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$659,872.48, 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 **11th** day of **JULY**, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT STREETSCAPE & TRAIL IMPROVEMENTS- Vitruvian Townhomes Bid # 23-51

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Dean Electric Inc. DBA Dean Construction**, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1 (the "Scope of Services"), and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment and supplies to perform the **Streetscape & Trail Improvements – Vitruvian Townhomes**, (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents.

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 Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid # 23-51;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that

component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the Scope of Services.

(b) Quality Materials. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. Payment for extra work shall be as agreed in the work order. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement. All minor details of the work not specifically mentioned in the Scope of Services or Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine or inspect, at City's election, all of Contractor's Records 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 Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor'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. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

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

(g) No Waiver of City's Rights. Neither City's review, approval or 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 Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will obtain or furnish right-of-access to the Project site for Contractor to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules and regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation; Method of Payment. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed **six hundred fifty nine thousand eight hundred seventy two dollars and forty eight cents (\$ 659,872.48)** ("Contract Price"), subject to additions or deletions for changes or extras agreed upon in writing. Unless otherwise provided herein, payment to Contractor shall be monthly based on the Contractor's monthly progress report and detailed monthly itemized statement for services that shows the names of the Contractor's employees, agents, Contractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form reasonably acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services.

(b) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor 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 the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;

- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subContractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another Contractor or subcontractor.

When the above grounds are removed, or Contractor provides a surety bond or letter of credit satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is **Ninety (90)** calendar days. Accordingly, Contractor shall complete all work related to the Project on or before **Ninety (90)** calendar days following the date of City's written notice to proceed to Contractor.

(b) Extentionis; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$ **500.00** per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the

Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials

or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of 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 under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") 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 CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY 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 CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth below (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 personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this Section.

Section 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

- (1) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;
- (2) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and
- (3) pursuant to Texas Government Code Chapter 2251, that Contractor'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 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor 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 LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

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

For City:

For Contractor:

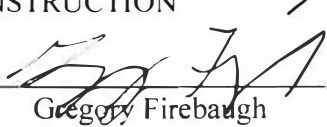
TOWN OF ADDISON, TEXAS

DEAN ELECTRC INC. DBA DEAN
CONSTRUCTION

By: _____

David Gaines
City Manager

By: _____


Gregory Firebaugh
President

Date: _____

Date: 6/8/2023

Notice Address:

Notice Address:

Town of Addison
Attn: David Gaines, City Manager
5300 Belt Line Road
Town of Addison, Texas 75254
E: dgains@addisontx.gov

Dean Construction
Attn: Gregory Firebaugh
701 Hall Street
Cedar Hill, TX 75104
E: greg@dean-construction.com

Addison Contract ID:
SAMPLE FORM CSA_v1.20220330

City Council

3. e.

Meeting Date: 07/11/2023

Department: General Services

Pillars: Excellence in Asset Management

Milestones: Implement the Asset Management Plan in accordance with the Asset Management Policy, utilizing information systems

AGENDA CAPTION:

Consider action on a Resolution approving an agreement with McCains Overhead Door to supply and install six fire bay grille gates at Fire Stations #1 and #2 and authorizing the City Manager to execute the agreement in an amount not to exceed \$196,095.00.

BACKGROUND:

Addison firefighters work, exercise, and conduct training in the apparatus bays. During the summer season, the bays get extremely hot and can only be ventilated by opening the bay doors. Unfortunately, leaving the bay doors open decreases security. Installing grille gates can secure the station and allow for needed air circulation within the bays.

Contractor	Project Cost Bid
McCains Overhead Door	\$196,095.00
Native Construction	\$258,255.07
Access Overhead Door	Bid did not meet minimum specifications, and the vendor did not return a requested revised estimate.

McCains Overhead Door is the contractor who installed the current overhead bay doors and is the preferred contractor for any major repairs or replacement needs on the current fire bay overhead doors.

The funding for this project comes from the Texas Ambulance Services Supplemental Payment Program (TASSPP). TASSPP allows approved governmental ambulance service providers across Texas to receive supplemental funding associated with the cost of providing services to Medicaid beneficiaries and uninsured patients. This was an approved project as part of the FY2023 Budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - McCains
Bid Documents

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH MCCAINS OVERHEAD DOOR FOR THE FIRE STATIONS 1 AND 2 GRILLE GATES IN AN AMOUNT NOT TO EXCEED \$196,095.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with McCains Overhead Door for the Fire Stations 1 and 2 Grille Gates in conformance with the project documents for City Bid No. 17591421.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and McCains Overhead Door for the Fire Stations 1 and 2 Grille Gates in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$196,095.00, 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 **11th** day of **JULY**, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT FIRE STATIONS 1 AND 2 GRILLE GATES (Bid #17591421)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **McCains Overhead Door**, a Texas Sole Proprietorship, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Fire Stations 1 and 2 Grille Gates (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

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 Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #17591421;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records 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 Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor'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. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or 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 Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed ONE HUNDRED AND NINETY-SIX THOUSAND AND NINETY-FIVE DOLLARS (\$196,095.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Deductions; Withholding. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspend Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damaged will be paid for delay.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL

OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default by Contractor. Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall

be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of 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 under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") 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 CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY 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 CONTRACTOR'S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF

NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

(a) Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that:

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

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

(3) pursuant to Texas Government Code Chapter 2251, that Contractor'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 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives 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 LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

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

For City:

For Contractor:

TOWN OF ADDISON, TEXAS

MCCAINS OVERHEAD DOOR

By: _____

David Gaines
City Manager

By:  _____

Clay Davenport
Commercial Sales

Date: _____

Date: 6/30/2023

Notice Address:

Notice Address:

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

McCains Overhead Door
Attn: Clay Davenport, Commercial Sales
2901 FM 156 N
Krum, Texas 76249
E: clay@mccainsohd.com

Addison Contract ID:
CSA_BB_July 11, 2023_v1.20220628



McCains Overhead Door
 2901 FM 156 N, Krum, TX 76249
 (940) 464-3145

BILL TO

Addison Fire dept

, nan

ESTIMATE 17591421	ESTIMATE DATE June 21, 2023
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JOB ADDRESS

Addison Fire dept:CITY OF ADDISON
 4798 Airport Parkway
 Addison, TX 75001 USA

Job:

ESTIMATE DETAILS

INSTALL (6) ROLLING GRILLES AT FIRE 1 AND 2: INSTALL (6) ROLLING GRILLES AT CITY OF ADDISON FIRE 1 AND 2
 MCCAINS WILL FRAME OUT OPENINGS, SECURE TO WALL, INSTALL ROLLING GRILLES
 3RD PARTY ELECTRIC CONTRACTOR WILL RUN 480V POWER TO EACH OPERATOR MANAGED BY MCCAINS OHD
 CHECK FOR PROPER FUNCTION OF EACH DOOR
 DOOR SPECS AND DETAILS LISTED BELOW
 FURNISHED AND INSTALLED
 **RUNNING IN THE 3 PHASE ELECTRIC TO EACH OPERATOR IS NOT INCLUDED IN THIS QUOTE. WILL ADD THIS COST AS SOON
 AS THE ELECTRICIAN SENDS ME THE PRICING.**

TASK	DESCRIPTION	QTY	PRICE	TOTAL
COMMROLL	ITEM# XFGC615AA*	6.00	\$27,157.50	\$162,945.00

[XFGC615AA*MOTOR BY OTHER. FACE OF WALL. ROLLING GRILLES.](#)
[5015 C6. 1.5. ALUMINUM. CLEAR ANODIZED ALUMINUM.](#)

Model-5015 This product is currently shipping from Goodyear, AZ location. Freight (if required) is calculated from this location to 76208 Zip Code

[Options](#)

GUIDES

[1217](#) [SNAP ON TRIM ON GUIDE.](#)

INFORMATIONAL OPTION

- [1333](#) CLEAR ANODIZED FINISH ON CURTAIN, EXTRUDED
BOTTOM BAR & GUIDES
- [1483](#) MOTOR MOUNTING BRACKET PLATES, SPROCKETS
- [2877](#) 5015 HEAVY DUTY SECURITY GRILLE
- [8774](#) STANDARD WALL ANGLES ON FACE OF WALL MOUNTED
GRILLES ARE STEEL POWDER COATED GRAY
- [8776](#) BASE PRICE FOR GRILLES DOES NOT INCLUDE LOCKING
DEVICE OR HOOD.

MISC ELECTRICALS

- [3502](#) FRONT OF COIL MOUNTED MOTOR

MISCELLANEOUS
OPTIONS

- [2999](#) HEIGHT IS TOP OF COIL

GH103L5	GH103L5 Hoist Gearhead W/Brake, 1hp, 208/230/460V 3Ph, CPS-U, Logic5	6.00	\$3,025.00	\$18,150.00
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GH103L5

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
CM	METAL FRAMING 4X4 INSTALLED TO MOUNT ROLLING GRILLE, METAL IS UNFINISHED/NOT POWDER COATED	6.00	\$2,500.00	\$15,000.00

POTENTIAL SAVINGS \$0.00

SUB-TOTAL \$196,095.00

SALES TAX 8.25% \$0.00

TOTAL \$196,095.00

Thank you for choosing McCains Overhead Door

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by McCains Overhead Door as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on

these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

The Interlocal Purchasing System

Purchasing Made Personal



www.native-construction.com

Native Construction

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	1221 W. Campbell Rd Suite	NAME Charlie Martin
CITY	Richardson	PHONE (866) 839-8477
STATE	TX	FAX (866) 839-8472
ZIP	75080	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y

HUB: Y

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

Overview

Trade and General Construction Services

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.
211001	Job Order Contracting	01/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

211001

John Lee	President	(832) 469-5579	john.lee@native-construction.com
Cullen Franz	Principal / Project	(832) 792-5002	cullen.franz@native-construction.com

23010402

John Lee	President	(832) 469-5579	john.lee@native-construction.com
Connor Albers	APM	(817) 403-2136	connor.albers@native-construction.

BID2332 Rev. 1

TIPS Contract # 200201

Dallas / Ft. Worth
 1221 W. Campbell Rd.
 Ste. 203
 Richardson, TX 75080

To: Town of Addison
From: Trevor Hopkins
Re: Rob Banks
Date: Monday, June 12, 2023

Project : FS1 and FS2 Overhead Grill Gates

Native Construction respectfully submits this base proposal for the listed project. This proposal includes all labor, material, and equipment to perform the work described in this proposal and the attached scope of work. The pricing in this proposal is valid for thirty days after which Native Construction reserves the right to provide an updated proposal price with reasonable justifications if needed. A Coop or JOC compliant line item may be requested upon approval of this proposal.

Total Cost (Including City Cost Index)		\$ 254,501.18
Contract Coefficient Discount	99%	\$ 2,545.01
Bond Fee (No bond under \$25k)	2.50%	\$ 6,298.90
Proposed Total Price		\$ 258,255.07

Reasonable additional, unexpected costs directly related to an existing, concealed condition or other situation that may be revealed during renovation shall be the sole responsibility of client. Further, Native Construction shall not be held responsible for reasonable delays caused by such condition.

EXCLUSIONS : Permits, taxes, abatement, repair of unseen existing conditions.

CLARIFICATIONS : Proposed are standard grilles and are not designed to cycle continuously; approx. 10 cycles a day, and will be slower than original quoted grills/openers.

Respectfully submitted,

Trevor Hopkins
Project Manager
 940-902-4947
trevor.hopkins@native-construction.com



SCHEDULE OF WORK

Native Construction proposes to do this project in TWENTY calendar days.

DETAILED SCOPE OF WORK

ELECTRICAL SCOPE

1. Run 480V. power to each new opener location at FS1 and FS2.

FS1 GATES:

1. Furnish and install FOUR 14'x15'6" Cornell standard grille doors. Doors to be clear anodized. Curtains will be in a brick pattern. Fast open.
2. Doors will include ½ HP 460v/3ph operators with safety edges and safetyguard light curtain.
3. Doors will be mounted on 3"x3" steel tubes, under and inside the existing bay doors.
4. Doors will include ONE 3-button control station each.

FS2 GATES:

1. Furnish and install TWO 14'x15'6" Cornell standard grille doors. Doors to be clear anodized. Curtains will be in a "brick" pattern.
2. ½ HP GFA motor with UL compliant NEMA 4 photo eyes and safetyguard light curtain technology.
3. Doors will include ONE 3-button control station each.

City Council

4. a.

Meeting Date: 07/11/2023

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements. (Case 1886-Z/16675 Addison Road).

BACKGROUND:

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 20, 2023, voted to recommend approval of a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements, subject to the use and development conditions, concept plan, and development plan included with the application.

Voting Aye: Branson, Catalani, Chavez, Fansler, Souers, DeFrancisco

Voting Nay: none

Absent: Faircloth

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

RECOMMENDATION:

Administration recommends approval, subject to the use and site development conditions presented by the applicant.

1886-Z Presentation

1886-Z Ordinance

1886-Z Staff Report

1886-Z Letter of Intent

1886-Z Plans

1886-Z Use & Development Conditions

**16675 Addison Road
PD Amendment
(1886-Z)**



ADDISON

Case 1886-Z 16675 Addison Road PD Amendment

ADDISON

LOCATION:

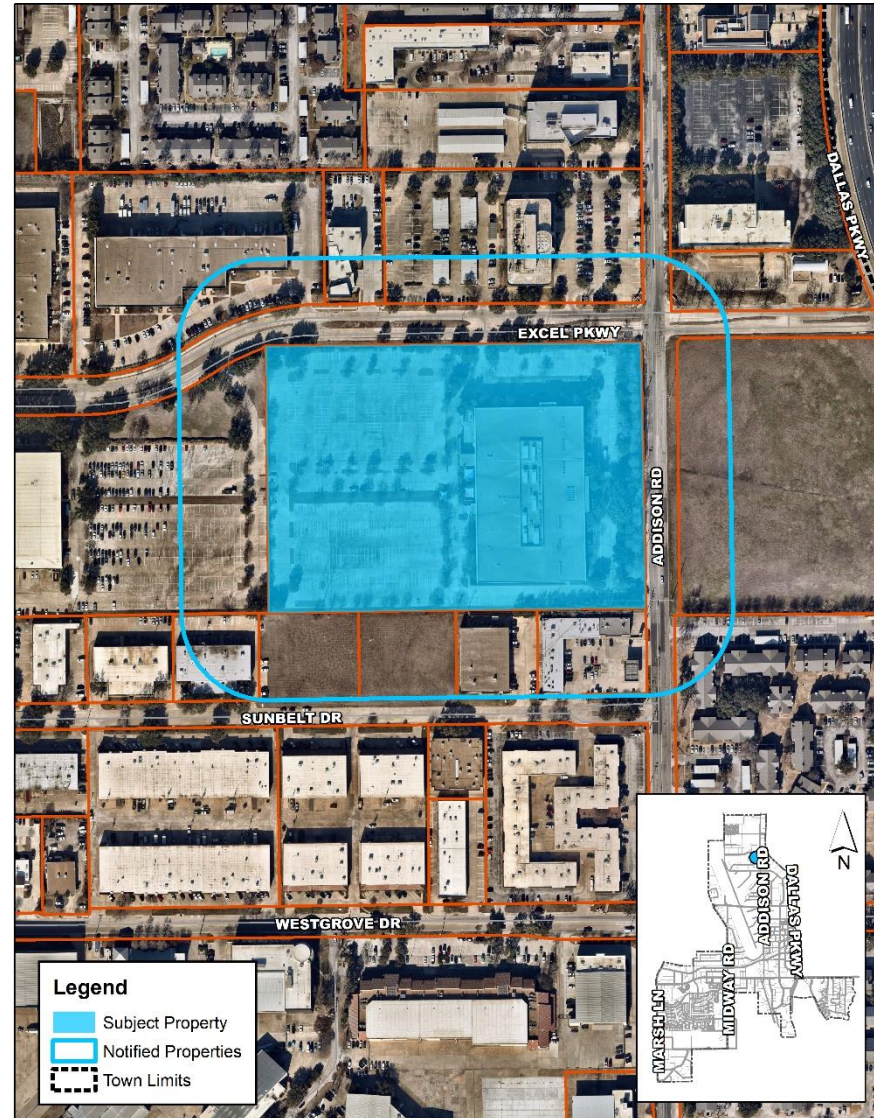
16675 Addison Road

REQUEST:

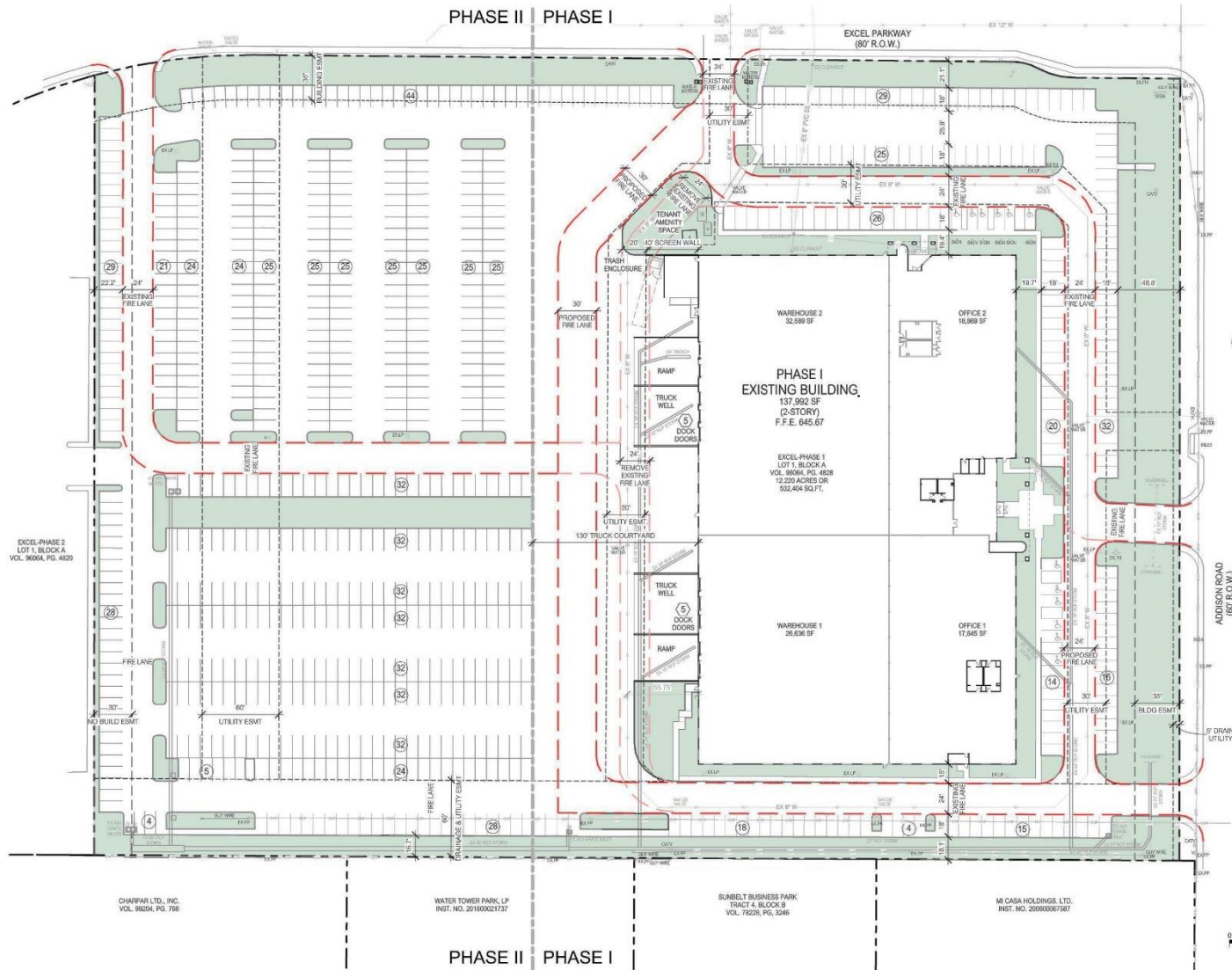
Approval of a PD Amendment for PD District, Ord. No. 085-093, as amended by Ord. Nos. 095-054 and 096-006, to modify permitted uses, development standards, and development plans for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements.

ACTION REQUIRED:

Discuss, consider, and take action on compliance with the PD, Development Standards, and other Town requirements, where applicable.



Case 1886-Z 16675 Addison Road PD Amendment



PROJECT HISTORY:

1885 – Rezoned from Commercial to PD

1995 – PD Amendment to approve updated permitted uses, development standards, & development plans.

1996 – PD Amendment to revise development standards & development plans.

Present – PD Amendment to approve updated permitted uses, development standards, & development plans.

Case 1886-Z 16675 Addison Road PD Amendment



PHASE I - FLOOR PLAN:

- 137,992 SF (2-story) Office/Warehouse
- 1st Floor – Lobby / Office / Warehouse
- 2nd Floor – Lobby / Office



1st Floor



2nd Floor

Case 1886-Z 16675 Addison Road PD Amendment

ADDISON

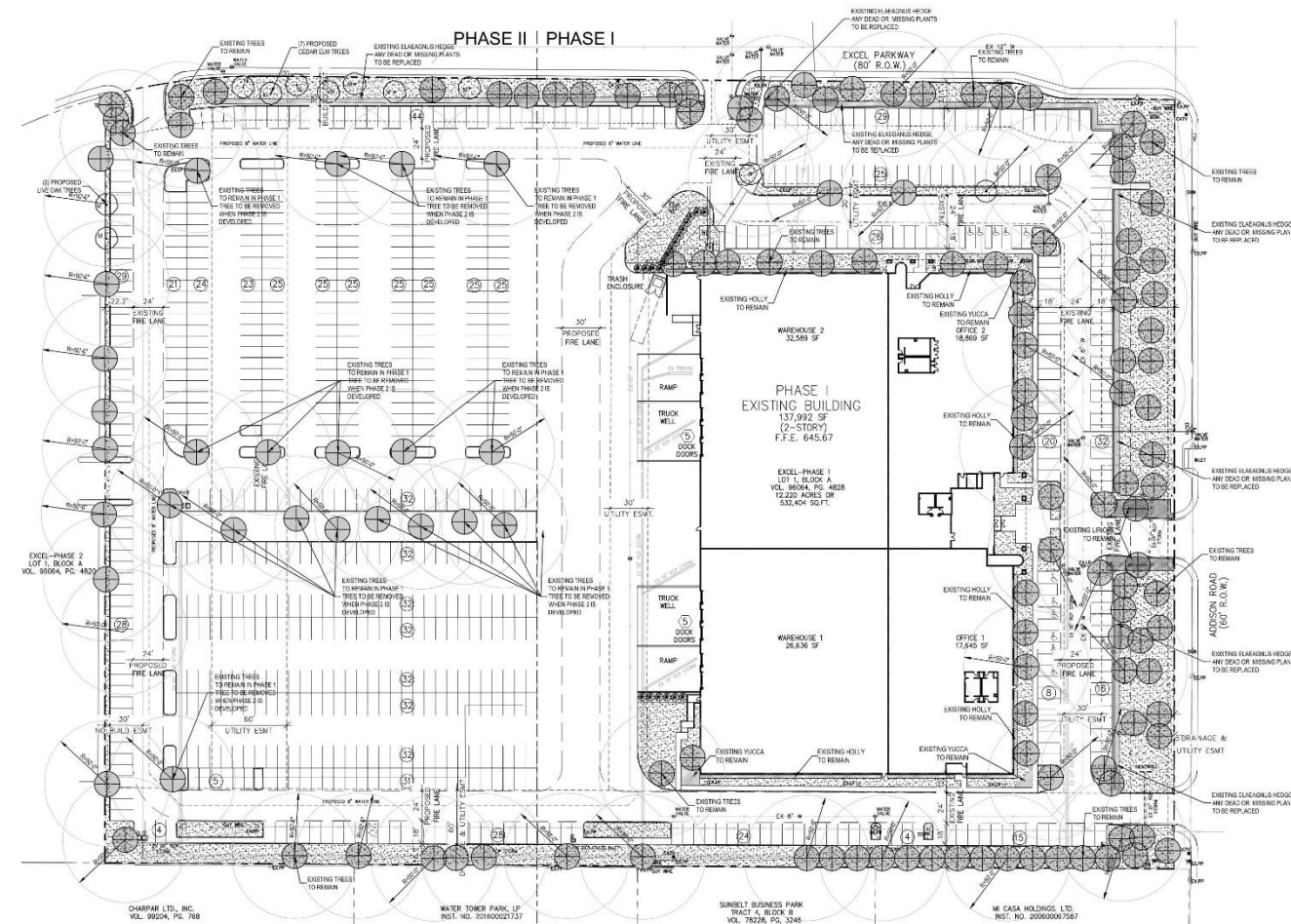
PHASE I - PARKING:

Proposed parking ratio is 1 space for each 1,000 SF. The site exceeds the parking ratio by 61 spaces (138 space are required).

PHASE I - OPEN SPACE AND LANDSCAPE:

Phase I has exceeded open space and landscape buffer requirements. Compliance has not been requested within the existing parking lot proposed to be developed with Phase II.

15 trees (225 caliper inches) are proposed to be removed and mitigated via 9 replacement trees (36 caliper inches) and a \$36,288 fee in lieu of to the tree mitigation fund.

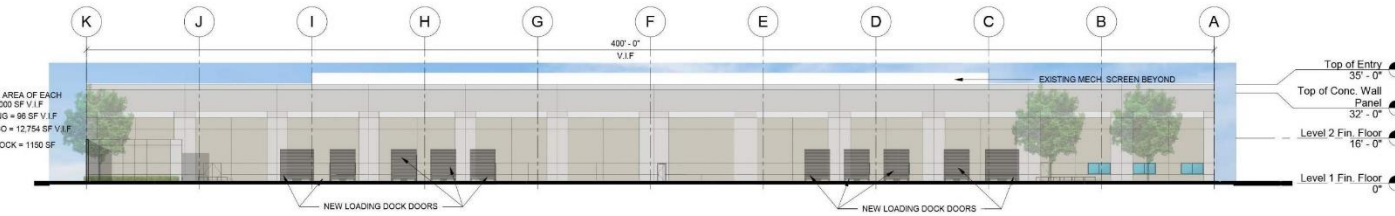


Case 1886-Z 16675 Addison Road PD Amendment

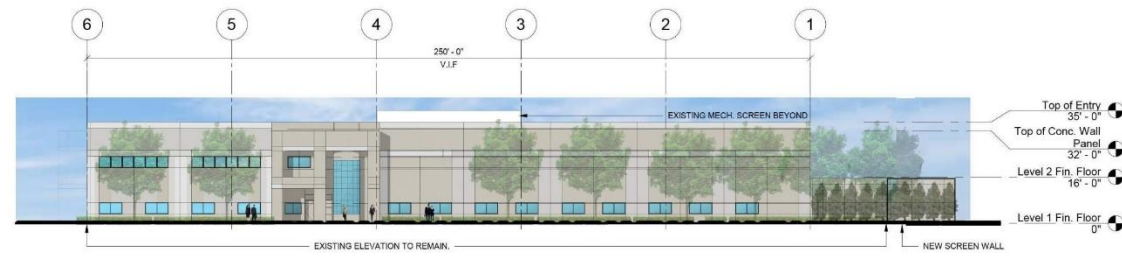


PHASE I - EXTERIOR APPEARANCE:

- Existing north, east, and south elevations to remain.
- West elevation will be altered to accommodate a maximum of 10 dock doors.
- Existing 16-foot-tall screening wall, visible on north elevation, will be extended.
- Façade plan complies with Town requirements.



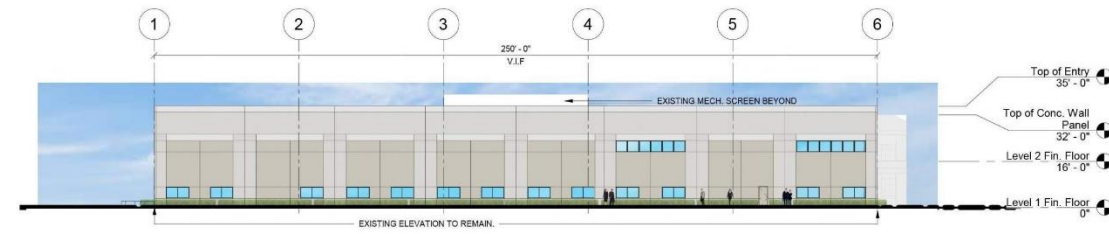
02 PROPOSED - ELEVATION WEST
SCALE: 3/64" = 1'-0"



04 PROPOSED - ELEVATION NORTH
SCALE: 3/64" = 1'-0"



01 EXISTING - ELEVATION EAST
SCALE: 3/64" = 1'-0"



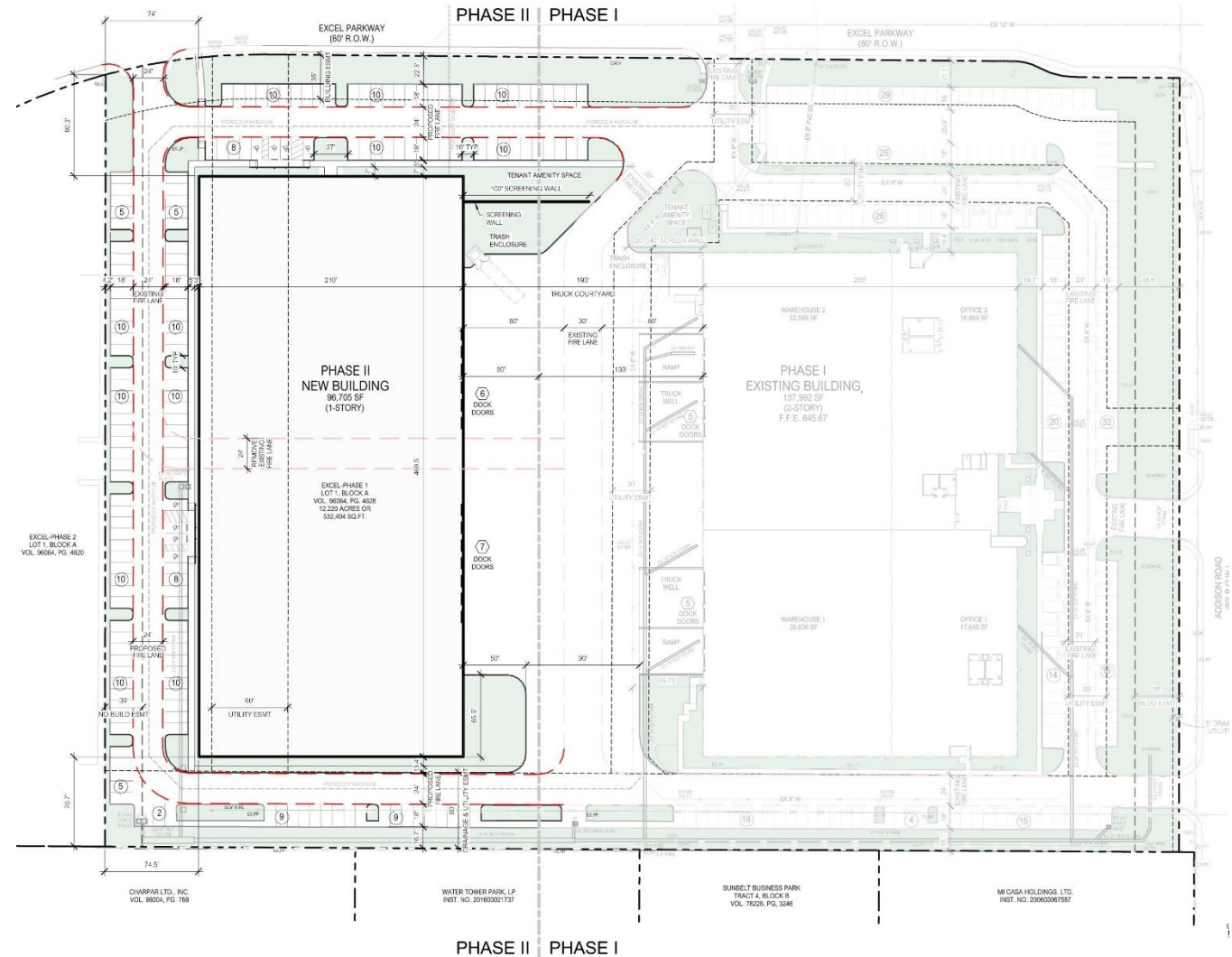
03 EXISTING - ELEVATION SOUTH
SCALE: 3/64" = 1'-0"

Case 1886-Z 16675 Addison Road PD Amendment

ADDISON

PHASE II – CONCEPT PLAN:

- Proposed 97,000 SF Office/Warehouse Structure with Service/Loading Area
- Proposed development standards:
 - Limit maximum tenant square footage;
 - Ensures entry along Excel Pkwy;
 - Require a 400 SF amenity area; &
 - Require screening of service area(s).
- Development Plan Approval will be required prior to construction of Phase II.



PERMITTED USES & DEVELOPMENT STANDARDS:

- **Permitted Uses:**
 - All uses identified within Commercial-1 District
 - Production, Light Assembly, or R&D of Paper Goods, Technology Products, Medical Devices, Design Services, or Similar Materials.
- **Parking:** Establishes ratio of 1 space for each 1,000 SF.
- **Outside Storage:** Outside Storage prohibited, except registered and operable trailers not visible from ROW.
- **Loading & Unloading:**
 - All loading/unloading areas must be screened from ROW.
 - Maximum of 23 dock doors (10 for Phase I and 13 for Phase II).
- **Amenity Area:** Amenity areas are required within each Phase. Tenant can determine improvements with Building Permit.

Case 1886-Z 16675 Addison Road PD Amendment

ADDISON

PUBLIC NOTICE:

Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 13

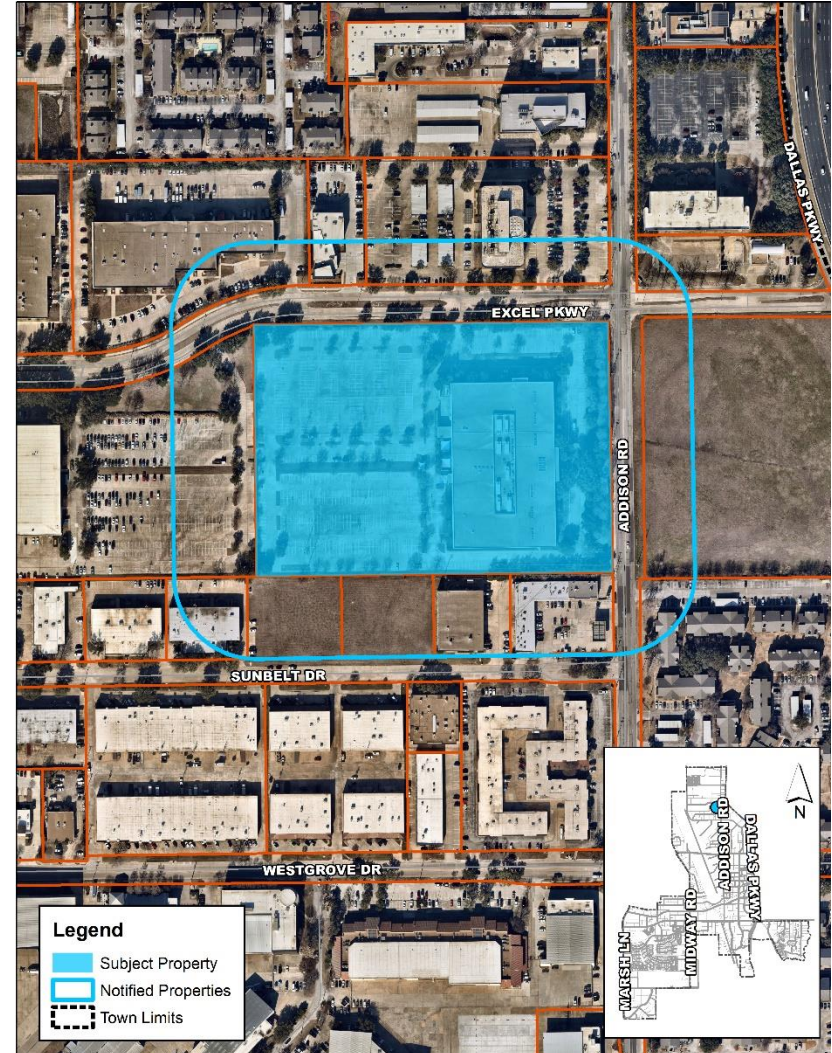
FOR: None

AGAINST: None

NEUTRAL: None

PLANNING & ZONING COMMISSION ACTION:

Approval: 6-0



Case 1886-Z 16675 Addison Road PD Amendment

A blue circular logo with the word "ADDISON" in white, uppercase letters.

RECOMMENDATION:

Staff recommends **approval of the Planned Development Amendment, to include the Use and Development Conditions, Concept Plan, and Development Plans.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE NOS. O85-093, O95-054, AND O96-006, FOR A 12.22± ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ADDISON ROAD AND EXCEL PARKWAY, AND ADDRESSED AS 16675 ADDISON ROAD, BY PROVIDING FOR ADOPTION OF AMENDED PERMITTED USES, DEVELOPMENT STANDARDS, DEVELOPMENT PLANS, AND A CONCEPT PLAN FOR THE CONVERSION OF AN EXISTING CALL CENTER SITE TO A MULTI-BUILDING OFFICE/WAREHOUSE DEVELOPMENT AND ASSOCIATED SITE IMPROVEMENTS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on December 10, 1985, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O85-093 (“PD O85-093”) for a 50.1± acre property generally located at the north and south sides of Excel Parkway, between Addison Road and Westgrove Drive; and

WHEREAS, on November 14, 1995, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O95-054 (“PD O95-054”), amending PD O85-093 to adopt special conditions and a development plan for an 18.2± acre property generally located at the southwest corner of Addison Road and Excel Parkway; and

WHEREAS, on February 13, 1996, the City Council for the Town of Addison, Texas adopted PD District Ordinance O96-006 (“PD O96-006”), amending PD O95-054 and PD O85-093, to revise special conditions and adopt a development plan, for an 18.2± acre property generally located at the southwest corner of Addison Road and Excel Parkway, as described therein (Ordinances PD O85-093, PD O95-054 and PD O96-006 are collectively referred to herein as the “PD Ordinances”); and

WHEREAS, at its regular meeting held on June 20, 2023, the Planning & Zoning Commission considered and made recommendations on a request to amend the PD Ordinances for a 12.22± acre property generally located at 16675 Addison Road and being further described within **Exhibit A** attached hereto (the “Subject Property”) to provide for adoption of amended permitted uses, development standards, development plans, and a concept plan for the conversion of an existing call center site to a multi-building office/warehouse development and associated site improvements (Case No. 1886-Z); and

WHEREAS, the City Council desires to amend and restate the PD Ordinances, in their entirety with regard to the Subject Property, to provide for adoption of the amended permitted uses, development standards, development plans, and a concept plan for the conversion of an existing call center site to a multi-building office/warehouse development and associated site improvements as set forth in this ordinance; and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Addison, as amended; and

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended for the Subject Property so as to repeal the previous regulations established by the PD Ordinances for the Subject Property and replace said regulations with the following:

- (a) Prior to issuance of a Certificate of Occupancy, said Subject Property shall comply with the Permitted Uses and Development Standards (the “Development Standards”), which area attached hereto as **Exhibit B**, and made a part hereof for all purposes.
- (b) Phase I of the Subject Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans, which are attached hereto as **Exhibit C**, and made a part hereof for all purposes.
- (c) Phase II of the Subject Property shall be developed in accordance with the concept plan, which is attached hereto as **Exhibit D**, and made a part hereof for all purposes.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison, including the right to seek injunctive relief for any and all violations of this ordinance where the law in such cases so provides.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Zoning Ordinance for the Town of Addison, as amended hereby, be adjudged or held, in whole or in part, to be invalid, voided, or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinances, as amended hereby, which shall remain in full force and effect.

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

SECTION 6. 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.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the 11TH day of JULY 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

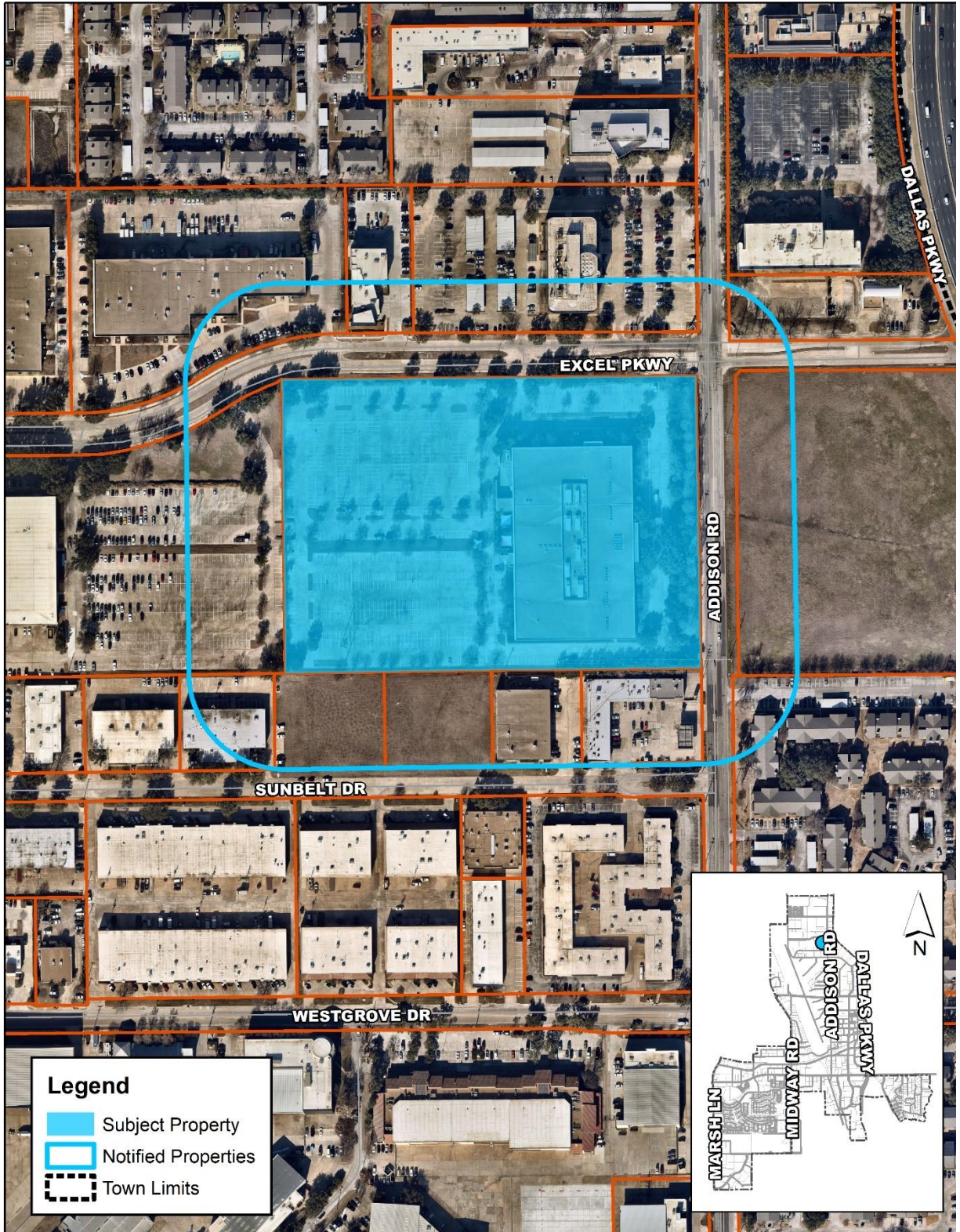


EXHIBIT A

Being a 12.22 acre tract of land out of the William Lomax Survey, Abstract No. 792, situated in the Town of Addison, Dallas County, Texas and being a portion of that tract conveyed to FM Properties Operating Co. by Deed of Record in Volume 92115, Page 4018 of the Deed Records of Dallas County, Texas, also being all of Lot 21, Block "B"; and portions of Lots 3, 4, and 20, Block "B" of Carroll Estates, a subdivision of record in Volume 10, Page 473 of the map records of Dallas County, Texas; said 12.22 acres being more particularly described as follows:

BEGINNING, at an "X" cut in concrete found at the intersection of the west line of Addison Road (60' r.o.w.) and the south line of Bent Tree Plaza Parkway (80' R.O.W.) for the northeast corner of said FM Properties tract and the northeast corner hereof, and from which an 1/2 inch iron rod found in the east line of Addison Road bears N89°55'18"E, a distance of 60.17 feet;

THENCE, S00°15'15"E, along the west line of Addison Road, same being the east line of said FM Properties tract, a distance of 625.34 feet to a 1/2 inch iron rod found for the southeast corner of said FM Properties tract and hereof, same being the northeast corner of that certain tract conveyed to Addison and Sunbelt Joint Venture I by Deed of Record in Volume 83201, Page 3218 of said Deed Records;

THENCE, N89°50'00"W, leaving the west line of Addison Road, along the south line of said FM Properties tract, same being the north line of said Addison and Sunbelt Joint Venture I tract, Sunbelt Business Park Subdivision, a Subdivision of Record in Volume 77215, Page 2834 of said Map Records, and Tract 13, Block "B" Sunbelt Business Park – Tract 13, a Subdivision of Record in Volume 79227, Page 1510 of said Map Records, passing at a distance of 630.96 feet a 3/4 inch iron pipe found for the common southerly corner of said Lot 3, Block "B" and said Lot 21, Block "B" and continuing for a total distance of 864.42 feet to a 1/2 inch iron rod set for the southwest corner hereof, and from which 1/2 inch iron rod found for the common northerly corner of said Tract 13 and Tract 8, Block "B" Sunbelt Business Park – Tract 8, a Subdivision of Record in Volume 79179, Page 1478 of said Map Records bears N89°59'00"W, a distance of 26.95 feet;

THENCE, N00°15'15"W, leaving the south line of said FM Properties tract, over and across said FM Properties tract, a distance of 611.44 feet to a 1/2 inch iron rod set in the curving south line of Bent Tree Plaza Parkway, same being the north line of said FM Properties tract for the northwest corner hereof, and from which a 1/2 inch iron rod found for the point of reverse curvature of a curve to the right bears S65°51'32"W, a chord distance of 139.91 feet;

THENCE, along the south line of Bent Tree Plaza Parkway, same being the north line of said FM Properties tract, the following two (2) courses and distances:

- 1) Along said curve to the right having a radius of 460.00 feet, a central angle of 15°36'54", an arc distance of 125.37 feet, and a chord which bears N82°24'49"E, a distance of 124.98 feet to a 1/2 inch iron rod found for the point of tangency;
- 2) S89°46'45"E, a distance of 740.48 feet to the point of beginning. Containing 12.22 acres of land, more or less, with these metes and bounds.

EXHIBIT B

16675 Addison Road Permitted Uses Development Standards

1. **USE.**

- a. All buildings and uses permitted in the C-1 (Commercial-1) district as set forth in the Addison Zoning Ordinance, and all distribution and warehouse uses related to the production, light assembly, or research and development of paper goods, technology products, medical devices, design services, or similar materials. For the purposes of this ordinance, light assembly shall be defined as the process and procedures for the assimilation, packaging, and distribution of finished goods and materials.

2. **SITE PLAN.**

- a. The development of Phase I of the Property shall comply with the attached Site Plan.

3. **LANDSCAPE PLAN.**

- a. The development of Phase I of the Property shall comply with the attached Landscape Plan.

4. **FAÇADE PLAN.**

- a. The development of Phase I of the Property shall comply with the attached Façade Plan.

5. **CONCEPT PLAN.**

- a. The development of Phase II of the Property shall comply with the attached Concept Plan.

6. **FLOOR PLAN.**

- a. The development of Phase I of the Property shall comply with the attached Floor Plan. Modifications to the interior floor plan may be approved by the Director of Development Services, or designee, as long as the building footprint does not change and all conditions of this ordinance are met.
- b. Tenant occupancy greater than 50,000 square feet within Phase II (as depicted on the Concept Plan) shall require approval of a Special Use Permit (SUP), unless one of the following conditions are met:
 - i. Greater than 35% of the total floor area is utilized as office, showroom, or lab space; or

EXHIBIT B

- ii. A minimum of 75% of the total floor area is climate controlled.
- c. Phase II (as depicted on the Concept Plan) shall have a building entrance on the north façade, which provides access to an interior lobby or office space.

7. **PARKING.**

- a. A minimum of 1 space per 1,000 square feet of floor area shall be provided on site.

8. **OUTSIDE STORAGE.**

- a. Except for equipment or materials stored on a construction site or used for a temporary construction project, long term outside storage of goods or materials is prohibited.
- b. The overnight storage of trailers may only be permitted if it is screened from all public rights-of-way. All trailers stored on site shall be registered and operable.

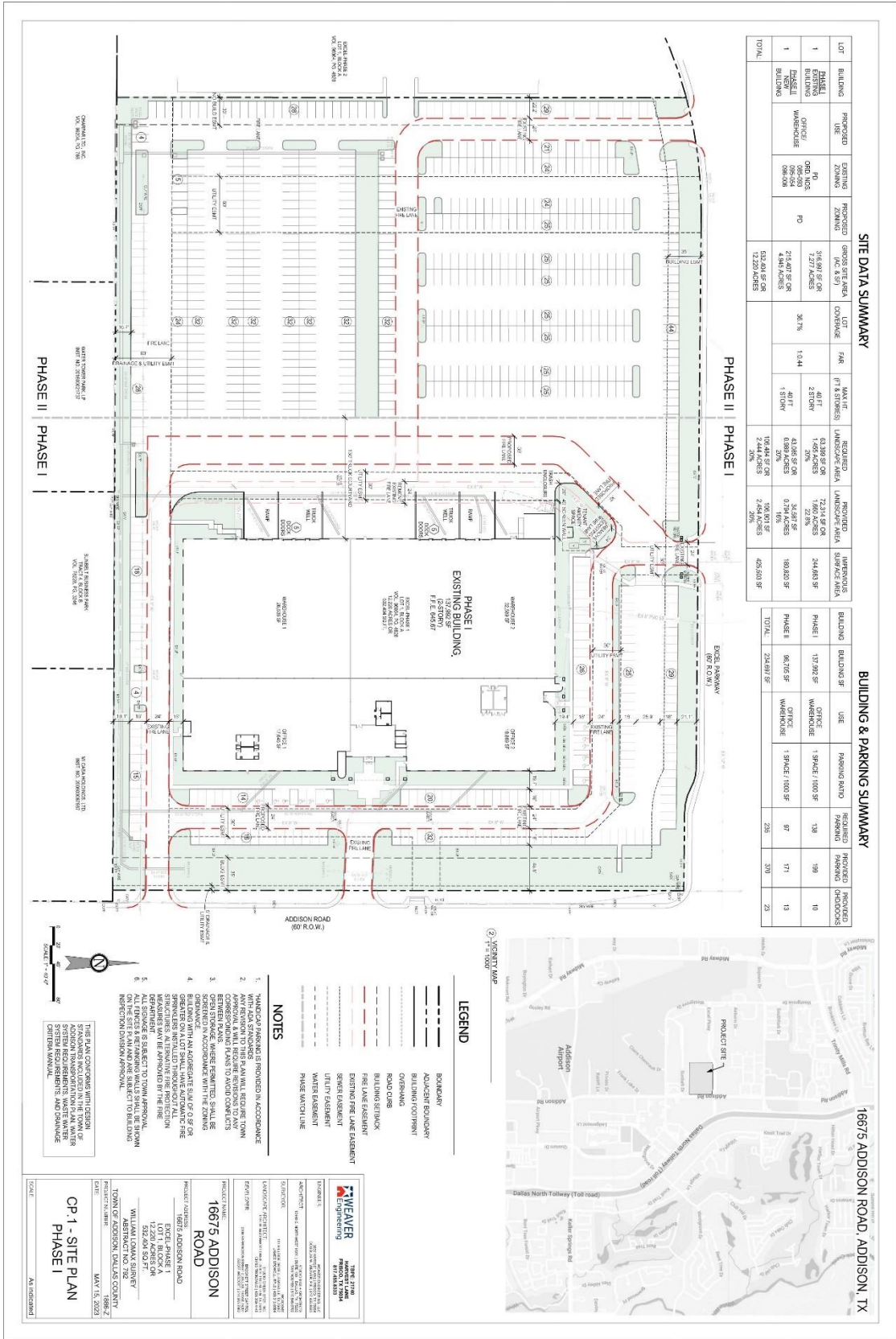
9. **LOADING AND UNLOADING.**

- a. All loading and unloading facilities shall be screened from all public rights-of-way by a screening wall and landscaping, as depicted on the attached Landscape Plan.
- b. There shall be a maximum of ten (10) dock doors permitted within Phase I.
- c. There shall be a maximum of thirteen (13) dock doors permitted within Phase II.

10. **AMENITY AREA.**

- a. A minimum of 200 square feet of usable amenity area shall be provided for Phase I, as depicted on the Concept Plan.
- b. A minimum of 400 square feet of amenity area shall be provided for Phase II, as depicted on the Concept Plan.
- c. The amenity areas on the Property shall include improvements defined at the time of submittal of a Building Permit. Improvements may include recreation or fitness facilities, shade structure(s) with seating area(s), or similar enhancements.

EXHIBIT C



SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (SQ. FT.)	LOT COVERAGE	FAR	MAX. FLOOR AREA (SQ. FT.)	REQUIRED MIN. AREA (SQ. FT.)	PROPOSED MIN. AREA (SQ. FT.)	UNIMPAVED SURFACE AREA (SQ. FT.)
1	PHASE I OFFICE BUILDING	OFFICE WAREHOUSE	PO 096-024	PO	316,991 SQ. FT. / 7.27 ACRES	36.3%	10.44	401 FT. / 2.53 ACRES	1,469 ACRES / 20%	1,660 ACRES / 22.9%	244,883 SQ. FT.
1	PHASE II OFFICE BUILDING	OFFICE WAREHOUSE	PO 096-024	PO	218,497 SQ. FT. / 4.98 ACRES		40 FT. / 1.51 ACRES	61,938 SQ. FT. / 2%	24,296 ACRES / 0.3%	34,817 SQ. FT. / 0.8%	181,820 SQ. FT.
TOTAL					535,488 SQ. FT. / 12.25 ACRES			106,444 SQ. FT. / 2.42 ACRES	2,000 ACRES / 28%	2,000 ACRES / 28%	426,663 SQ. FT.

BUILDING & PARKING SUMMARY

BUILDING	USE	PARKING SPOTS	REQUIRED PARKING	PROPOSED PARKING	PROPOSED PROVISIONS
PHASE I	OFFICE WAREHOUSE	1,000 SF	138	199	10
PHASE II	OFFICE WAREHOUSE	1,000 SF	97	171	13
TOTAL			235	370	23

LEGEND

- BOUNDARY
- ADJACENT BOUNDARY
- BUILDING FOOTPRINT
- OPENING
- ROAD CURB
- BUILDING SETBACK
- FIRE LANE EASEMENT
- EXISTING FIRE LANE EASEMENT
- SEWER EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT
- PRIME MATCH LINE

NOTES

1. SIGNAGE REQUIREMENTS PROVIDED IN ACCORDANCE WITH ADDA STANDARDS.
2. WITH ADA STANDARDS AS APPLICABLE TO ANY CONSTRUCTION PLANS TO AVOID CONFLICTS WITH EXISTING SIGNAGE.
3. OPEN STORAGE WHERE PERMITTED, SHALL BE ORIGINALLY CONSTRUCTED WITH THE SAME BUILDING MATERIALS AND FINISHES AS THE BUILDING.
4. ALL FIRE LANE EASEMENTS SHALL BE PERMITTED BY THE CITY ENGINEER AND SHALL BE PERMITTED BY THE CITY ENGINEER.
5. ALL EASEMENTS SHALL BE PERMITTED BY THE CITY ENGINEER.
6. ALL EASEMENTS SHALL BE PERMITTED BY THE CITY ENGINEER.

PHASE I AND PHASE II BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S APPROVAL. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE PLAN PRIOR TO CONSTRUCTION.

PROJECT NAME:
16675 ADDISON ROAD

PROJECT LOCATION:
LOT 1, BLOCK A
352,404 SQ. FT.

OWNER:
WILLIAM LOUAY SIBRYE

DESIGNER:
ASTORIAN CONSULTANTS
1886 Z
MAY 15, 2023

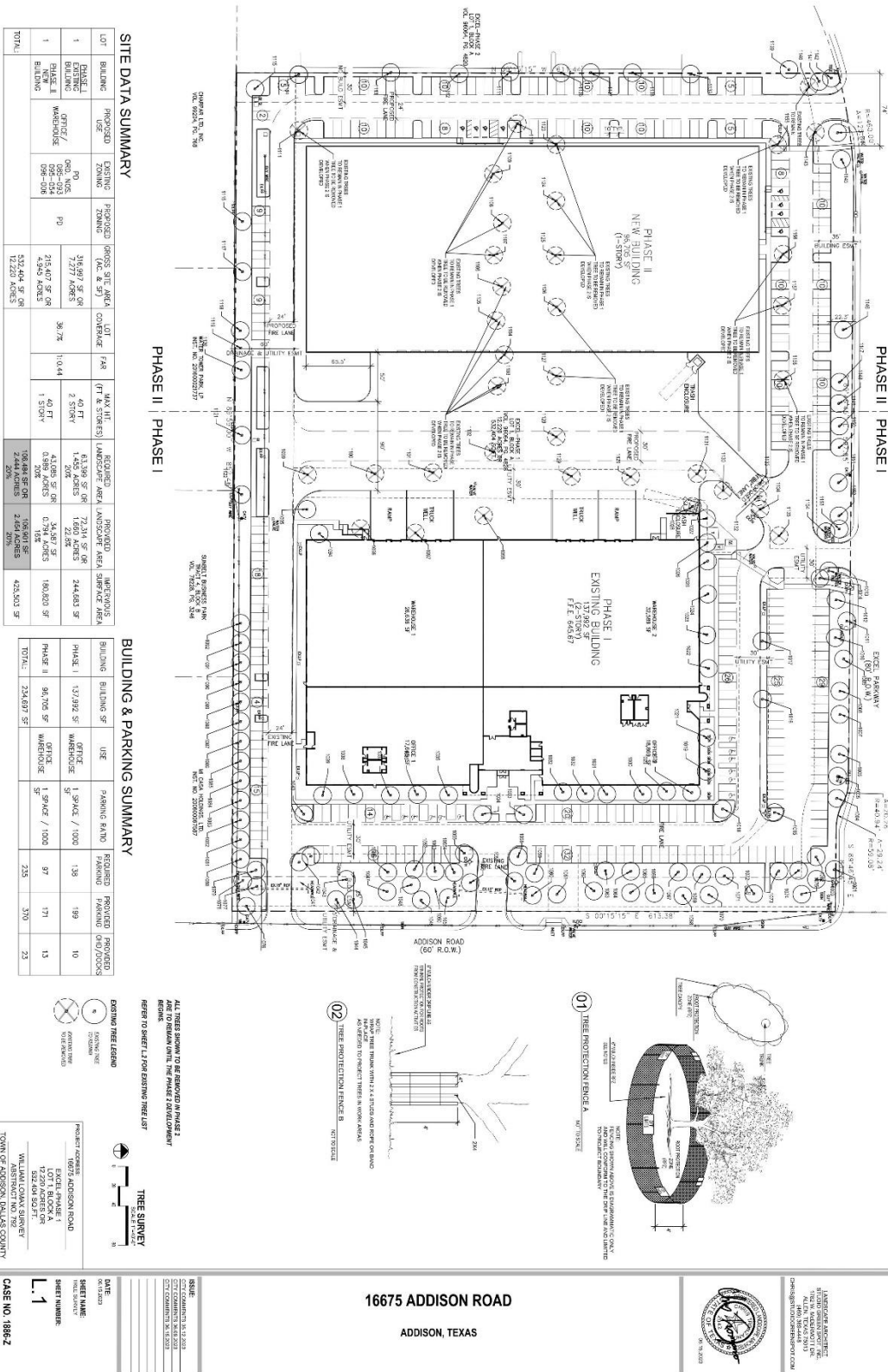
PROJECT NUMBER:
1886 Z

DATE:
MAY 15, 2023

SCALE:
AS SHOWN

**CRP 1 - SITE PLAN
PHASE I**

EXHIBIT C



SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	PROPOSED SITE AREA (AC. & SF)	LOT COVERAGE	FAR (FT & STORES)	MAX. HT. (FT & STORES)	REQUIRED LANDSCAPE AREA	PROPOSED LANDSCAPE AREA	IMPROVED AREA
1	PHASE I BUILDING	OFFICE / WAREHOUSE	PD	PD	216,977 SF OR 3.14 ACRES	36.7%	110.44	40 FT	1,420,246 SF OR 34.87 ACRES	7,231 SF OR 0.17 ACRES	244,603 SF
1	PHASE II BUILDING	OFFICE / WAREHOUSE	PD	PD	216,977 SF OR 3.14 ACRES	36.7%	110.44	40 FT	1,420,246 SF OR 34.87 ACRES	7,231 SF OR 0.17 ACRES	244,603 SF
TOTAL					433,954 SF OR 6.28 ACRES				2,840,492 SF OR 65.74 ACRES	14,462 SF OR 0.33 ACRES	489,206 SF

BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROPOSED PARKING	PROPOSED DRIVE/DOCKS
PHASE I	137,862 SF	OFFICE / WAREHOUSE	1 SPACE / 1000 SF	138	189	10
PHASE II	176,250 SF	OFFICE / WAREHOUSE	1 SPACE / 1000 SF	177	171	13
TOTAL:	314,112 SF			315	360	23

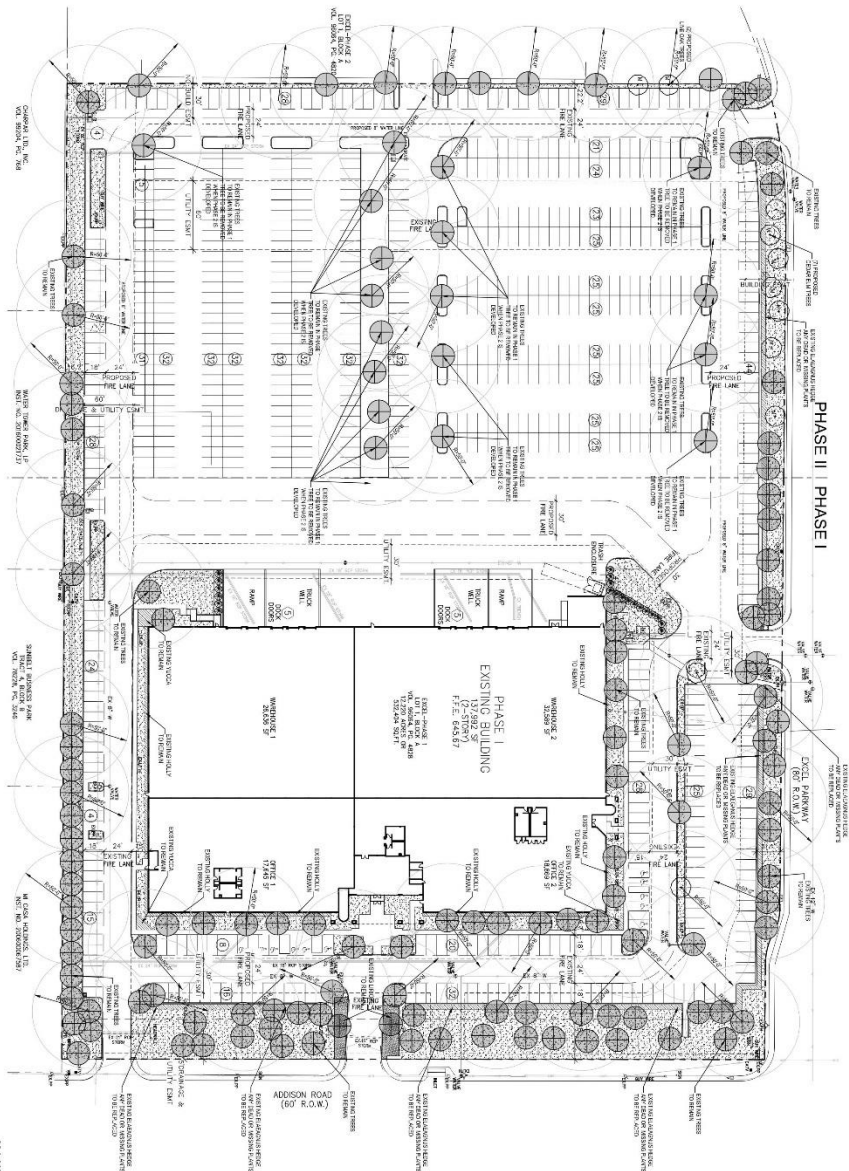
EXISTING TREE LEGEND

- EXISTING TREE
- CONSERVED TREE
- APPROXIMATE TREE POSITION
- REMOVED TREE

TREE SURVEY

PROJECT ADDRESS: 16675 ADDISON ROAD
EXHIBIT PHASE: 1
SHEET NUMBER: 1.1
DATE: 06/13/2023
PROJECT NO: 1886-Z-16675
SHEET NAME: EXHIBIT C
SHEET NUMBER: 1.1

EXHIBIT C



SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (AC. & SF)	LOT COVERAGE	FAR (F & STORES)	MAX HT. (F & STORES)	REQUIRED LANDSCAPE AREA (LANDSCAPE AREA) (LANDSCAPE AREA) (LANDSCAPE AREA)	PROPOSED LANDSCAPE AREA (LANDSCAPE AREA) (LANDSCAPE AREA) (LANDSCAPE AREA)	INTERPARK SURFACE AREA
1	EXISTING BUILDING	OFFICE/WAREHOUSE	PD	PD	39,977 SF OR 0.58 ACRES	36.7%	11.0-44'	40 FT	61,399 SF OR 0.89 ACRES	72,314 SF OR 1.05 ACRES	24,683 SF
1	PHASE I BUILDING	OFFICE/WAREHOUSE	PD	PD	215,407 SF OR 3.14 ACRES	35.7%	11.0-44'	40 FT	4,105 SF OR 0.06 ACRES	11,497 SF OR 0.17 ACRES	180,820 SF
TOTAL					355,404 SF OR 5.12 ACRES				106,404 SF OR 1.54 ACRES (20%)	108,811 SF OR 1.56 ACRES (20%)	428,503 SF

BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROPOSED PARKING (BAY/DOORS)	DIFFERENCE
PHASE I	137,992 SF	OFFICE/WAREHOUSE	1 SP/AC / 1000	138	169	10
PHASE II	215,407 SF	OFFICE/WAREHOUSE	1 SP/AC / 1000	97	171	13
TOTAL	224,349 SF			235	340	23



PHASE I LANDSCAPE PLAN

PROJECT LOCATION:
6077-6081 ADDISON ROAD
ADDITION, TEXAS

DRAWN BY:
WILLIAM DIXON SURVEY
1322 ADDISON RD.
TOWN OF ADDISON, DALLAS COUNTY, TEXAS

DATE: 06/20/2023
SHEET NAME: PHASE I LANDSCAPE PLAN
SHEET NUMBER: L.3
CASE NO. 1886-Z

LANDSCAPE SPECIFICATIONS

PLANT LEGEND:

- 1" CALIBER BUREAU 26000
- 1" CALIBER BUREAU 26000
- 1" CALIBER BUREAU 26000
- 1" CALIBER BUREAU 26000
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- 1" CALIBER BUREAU 26000
- 1" CALIBER BUREAU 26000

PLANT SPECIFICATIONS:

- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
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- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)
- 1" CALIBER BUREAU 26000 (12/2012)

ADDITION ROAD (607 R.O.W.)

16675 ADDISON ROAD
ADDITION, TEXAS

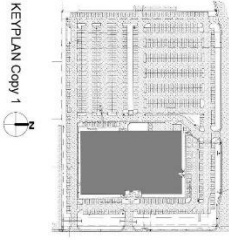
LANDSCAPE ARCHITECT
WILLIAM DIXON SURVEY
1322 ADDISON ROAD
ADDITION, TEXAS 75003
(972) 441-1111
WWW.WILLIAMDIXONSURVEY.COM

CONSTRUCTION SCHEDULE

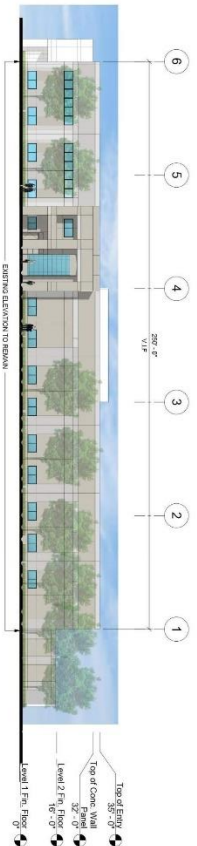
ISSUED: 06/20/2023
DATE OF COMMENT: 06/20/2023
DATE OF COMMENT: 06/20/2023
DATE OF COMMENT: 06/20/2023

EXHIBIT C

5/11/2023 4:04:07 PM Copyright 2021 STUDIO MAS ARCHITECTS PLLC



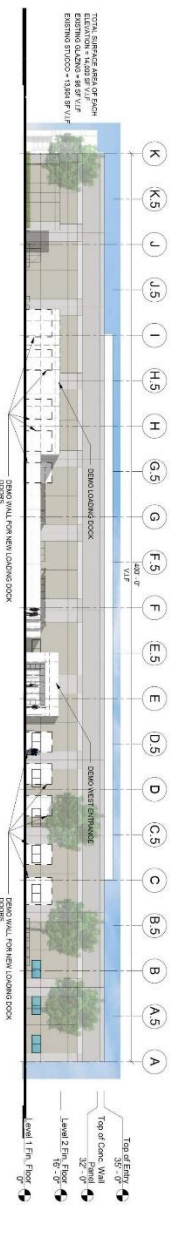
- FACADE PLAN NOTES**
1. PHOTOGRAPHY FOR EXISTING CONDITIONS, OR OTHERWISE ONLY, ALL MATERIALS AND FINISHES SHALL BE IDENTIFIED AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 2. MATERIALS AND FINISHES SHALL BE IDENTIFIED AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 3. MATERIALS AND FINISHES SHALL BE IDENTIFIED AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 4. MATERIALS AND FINISHES SHALL BE IDENTIFIED AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.
 5. MATERIALS AND FINISHES SHALL BE IDENTIFIED AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.



04 EXISTING ELEVATION NORTH
SCALE: SHW = 1/2"



03 EXISTING ELEVATION SOUTH
SCALE: SHW = 1/2"



02 DEMO - ELEVATION WEST
SCALE: SHW = 1/2"



01 EXISTING ELEVATION EAST
SCALE: SHW = 1/2"

PROJECT NAME:
ADDISON AIRPORT PARK

OWNER:
BAYT 706 LLC
1101 W. RICHARDSON BLVD. SUITE 400
DALLAS, TX 75228

PROJECT ADDRESS:
1886-Z ADDISON RD., ADDISON, TX 75011
The project is located on the east side of Addison Road, an address in the Town of Addison, Dallas an unincorporated area of Tarrant County, Texas. The project is located on the east side of Addison Road, an address in the Town of Addison, Dallas an unincorporated area of Tarrant County, Texas.

TOWN PROJECT NUMBER: 1886-Z

ARCHITECTURE + PLANNING + INTERIORS

STUDIO MAS+ ARCHITECTS

10440 E NORTHWEST HWY
DALLAS, TX 75228
817.845.0722
03/20/23

#	Revision	Date

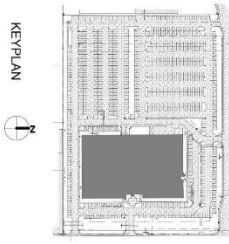
PHASE 1
ELEVATION

NOT FOR
CONSTRUCTION

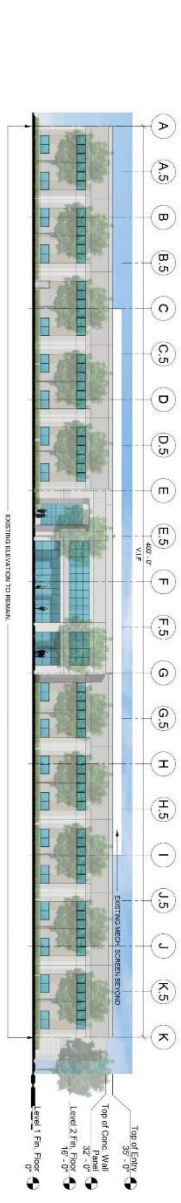
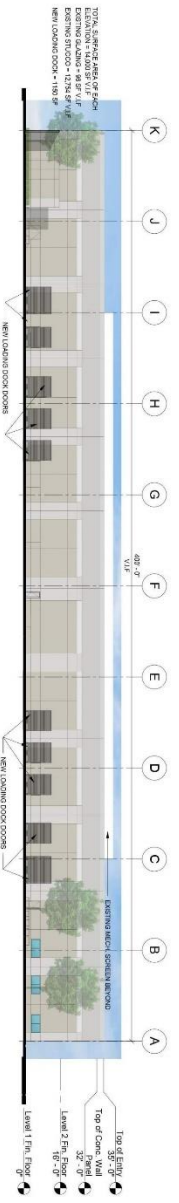
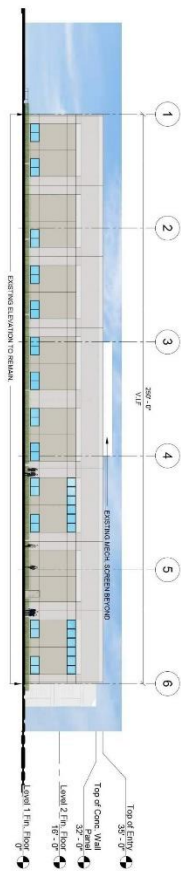
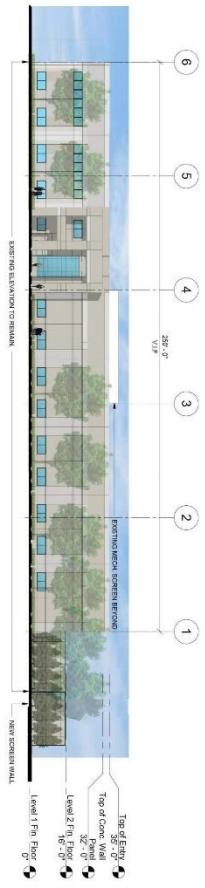
03/20/23

D-201

EXHIBIT C



- FACADE PLAN NOTES**
1. THIS FACADE PLAN IS FOR CONSTRUCTION OF PROPOSED ONLY. ALL MATERIALS SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND CONCERNED AGENCIES.
 2. ALL MATERIALS SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND CONCERNED AGENCIES.
 3. ALL MATERIALS SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND CONCERNED AGENCIES.
 4. ALL MATERIALS SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND CONCERNED AGENCIES.
 5. ALL MATERIALS SHALL BE IDENTIFIED BY THE ARCHITECT AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT AND CONCERNED AGENCIES.



STUDIO MAS+ ARCHITECTS
 ARCHITECTURE • PLANNING • INTERIORS
 1040 E NORTHWEST HWY
 DALLAS, TX 75238
 817.948.0702
 04/21/23

#	Revision	Date

PROJECT NAME:
ADDISON AIRPORT PARK

OWNER:
BNT 202, LLC
10111 RYAN BLVD, A NEW
CITY, TX 75080-0400

PROJECT ADDRESS:
1886-Z Addison Rd, Addison, TX 75001
This project is located on the site of the former
address to the Town of Addison, Dallas
County, Texas, in the Village of Grand Ridge
located in the Village of Grand Ridge
4028 Map Records, Dallas County, Texas.

TOWN PROJECT NUMBER: 1886-Z

PHASE: 1
ELEVATION:
NOT FOR CONSTRUCTION

04/21/23

A-201

EXHIBIT C

4/11/2023 8:56:24 AM Copyright 2021 STUDIO MAS ARCHITECTS PLLC

PLANNING NOTES

1. THE PROJECT SHALL COMPLY WITH THE 2021 AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) AND THE 2021 INTERNATIONAL MECHANICAL ELECTRICAL PLUMBING AND HEATING (IMPE) CODES.

01 PROPOSED - LEVEL 2
SCALE: 3/8" = 1'-0"

STUDIO MAS+ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIORS
10440 F NORTHWEST HWY
DALLAS, TX 75228
817.845.0702
03/20/23

PROJECT NAME:
ADDISON AIRPORT PARK

OWNER:
BMT 206, LLC
1411 RONCO BLDG ADRW
CITY, TX 75206-8541-0000

PROJECT ADDRESS:
1886-Z Addison, TX 75201
This project is located on the east side of Addison, Dallas an address to the Town of Addison, Dallas in accordance with the City of Addison's Ordinance 1886-Z. Project received its Volume 0004 of Page 4828, Map Recorder, Dallas County, Texas.

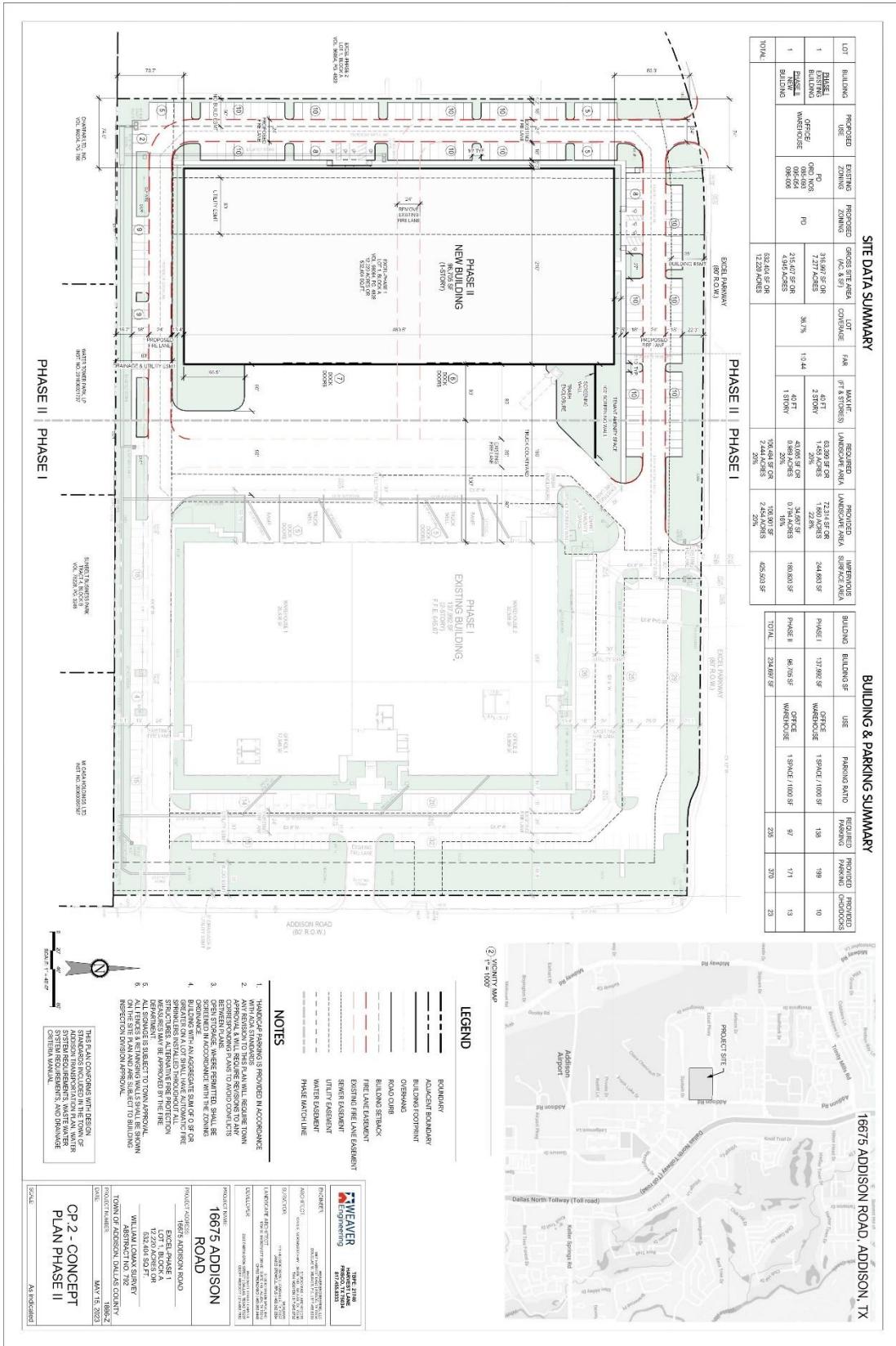
TOWN PROJECT NUMBER:
PHASE 1
PROPOSED - PLAN LEVEL 2

NOTICE OF CONSTRUCTION
03/20/23

#	Revision	Date

A-102

EXHIBIT D

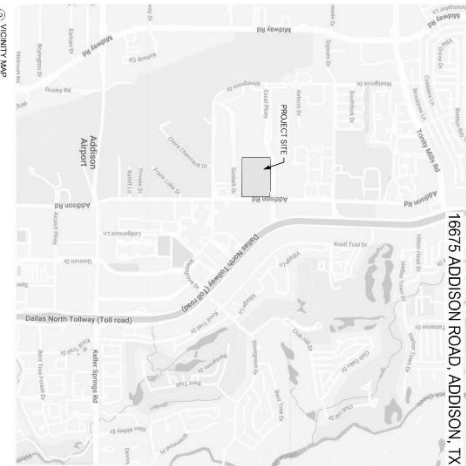


SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GRAND SITE AREA (AC. & SF)	LOT AREA (AC. & SF)	LOT COVERAGE	MAX. HWT. (FT & STORIES)	REQUIRED LANDSCAPE AREA (SQ. FT. & ACRES)	PROPOSED LANDSCAPE AREA (SQ. FT. & ACRES)	IMPROVED SURFACE AREA (SQ. FT. & ACRES)
1	PHASE I BUILDING	OFFICE / WAREHOUSE	PD	PD	318,977 SF OR 7.277 ACRES	115,473 SF OR 2.645 ACRES	36.1%	40 FT 2 STORY	41,000 SF OR 0.934 ACRES	34,497 SF OR 0.784 ACRES	180,000 SF OR 4.107 ACRES
1	PHASE II BUILDING	OFFICE / WAREHOUSE	PD	PD	318,977 SF OR 7.277 ACRES	115,473 SF OR 2.645 ACRES	36.1%	40 FT 2 STORY	41,000 SF OR 0.934 ACRES	34,497 SF OR 0.784 ACRES	180,000 SF OR 4.107 ACRES
TOTAL					637,954 SF OR 14.554 ACRES	230,946 SF OR 5.290 ACRES			82,000 SF OR 1.868 ACRES	68,994 SF OR 1.568 ACRES	360,000 SF OR 8.214 ACRES

BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROPOSED PARKING	PROPOSED CHANGEOVERS
PHASE I	171,992 SF	OFFICE / WAREHOUSE	1.59 SF / 1,000 SF	198	199	10
PHASE II	86,705 SF	OFFICE / WAREHOUSE	1.59 SF / 1,000 SF	97	171	13
TOTAL	258,697 SF			295	370	23



LEGEND

- POINTER
- ADJACENT BOUNDARY
- BUILDING FOOTPRINT
- OVERSHAW
- ROAD CURB
- BUILDING SETBACK
- FIRE LINE EXHIBENT
- SEWER LINE EXHIBENT
- UTILITY EXHIBENT
- WATER EXHIBENT
- PHASE MATCH LINE

NOTES

- HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS. ADA WILL REQUIRE TOWN APPROVAL & WILL REQUIRE RESPONSE TO ANY COMMENTS TO ADOPT COMPLIANT.
- GREEN TROUBLE WARE PERMITTED SHALL BE PROVIDED IN ACCORDANCE WITH TOWN STANDARDS. GREEN TROUBLE WARE SHALL BE PROVIDED ON A LOT SHALL LINE AUTOMATIC FIRE SUPPRESSION SHALL BE PROVIDED FOR THE TOWN APPROVAL. ALL SERVICE IS SUBJECT TO TOWN APPROVAL. ALL SERVICE SHALL BE SUBJECT TO TOWN APPROVAL ON THE SITE PLAN AND BE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

THIS IS AN CONCEPT WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON ORDINANCE 1886-Z. SYSTEMS REQUIREMENTS, WASTE WATER SYSTEMS REQUIREMENTS, AND DRAINAGE SYSTEMS REQUIREMENTS.

DATE: MAY 15, 2021
PROJECT NUMBER: 1886-Z

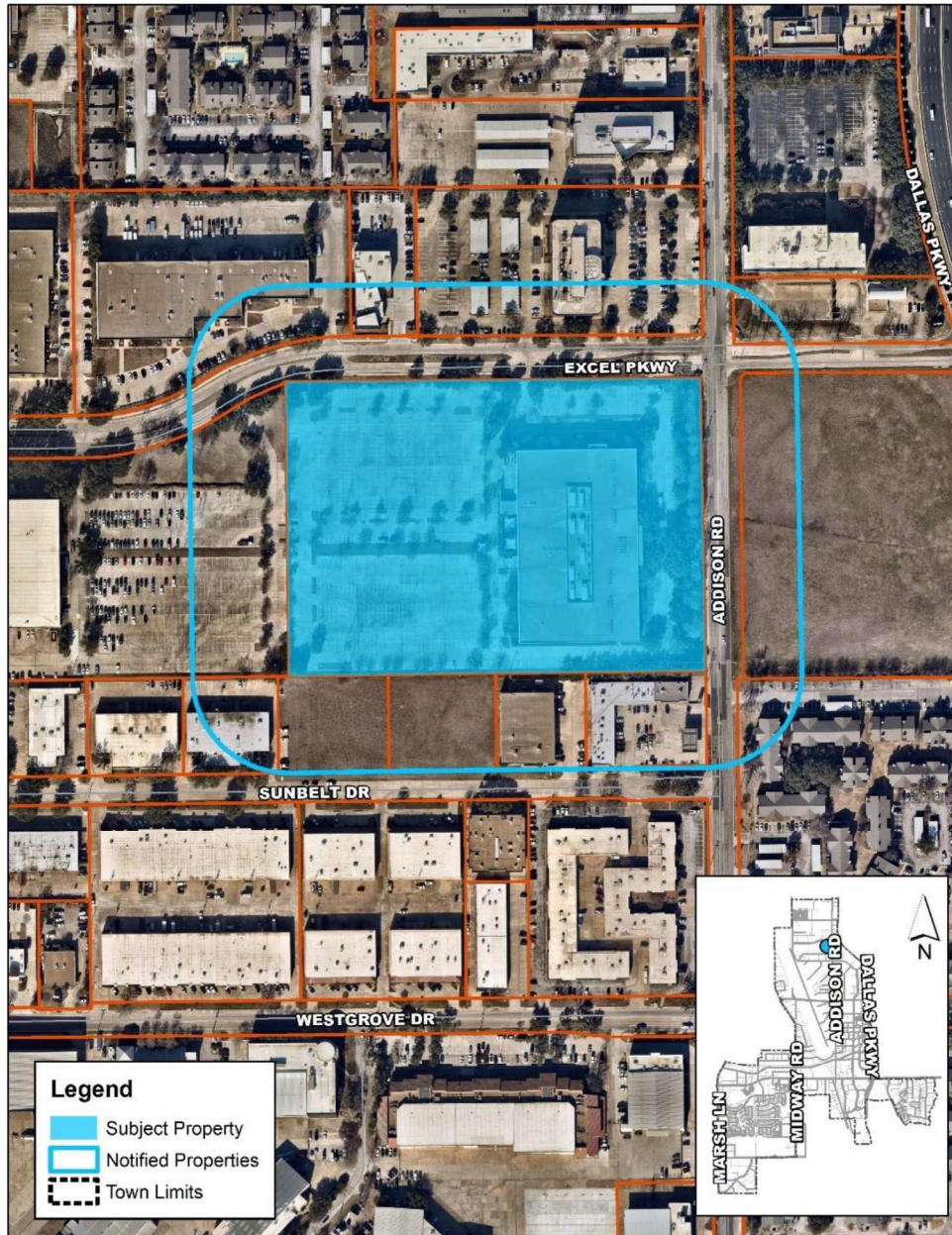
CP-2 - CONCEPT PLAN PHASE II

SCALE: AS INDICATED

1886-Z

PUBLIC HEARING Case 1886-Z/16675 Addison Road. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements.

LOCATION MAP





June 20, 2023

STAFF REPORT

RE: 1886-Z/16675 Addison Road

LOCATION: 16675 Addison Road

REQUEST: Approval of a request to amend Planned Development (PD) District Ordinance No. 085-093, as amended by Ordinance Nos. 095-054 and 096-006, to modify permitted uses, development standards, and development plans. (Application Date: 04/21/2023)

APPLICANT: Geoff Wescott, BSC Acquisitions, LLC

DISCUSSION:

Background: This request is specific to the former call center site located at 16675 Addison Road. The site is 12.22 acres, located at the southwest corner of Addison Road and Excel Parkway, approximately 600 feet west of the Dallas North Tollway. The existing zoning is Planned Development (PD) District, Ordinance No. 085-093, and is based on the Commercial-1 (C-1) District standards. This PD District has been amended through Ordinance Nos. 095-054 and 096-006, which has provided modifications to the permitted uses and development standards and approval of development plans, which allowed the existing site improvements.

The applicants, Brockett Street Capital, in partnership with Old House Capital, have acquired the subject property and initiated this PD Amendment request to establish updated use and development standards, and adopt a concept plan and development plan for the site. The project has been split into two phases, which are referred to and depicted as Phase I and Phase II within this report and on the attached exhibits.

- Phase I will include the conversion of the existing 138,000 square foot call center into a multi-tenant office/warehouse structure. Minor site, landscaping, and building façade modifications are proposed to accommodate a service and loading area on the west side of the building.
- Phase II is proposed to include the construction of a 97,000 square foot multi-tenant office/warehouse structure within the existing concrete parking area. As proposed, the service and loading areas of both structures would be central to the site to provide additional screening from public rights-of-way.

This application is serving as the rezoning request to adopt updated use and development standards for the site and development plan approval for Phase I. A concept plan was provided

for Phase II, however, the applicant will be required to obtain development plan approval prior to the construction. Tenants for this site have not yet been identified.

Proposed Use and Development Standards: The proposed use conditions will maintain the base zoning district of the C-1 District and allow for additional uses by right and through approval of a Special Use Permit (SUP). This PD allows for the distribution and warehouse uses related to production, light assembly, or research and development of paper goods, technology products, medical devices, design services, or similar materials.

The development pattern, permitted uses, and proximity to Addison Airport fosters businesses that have a warehouse component, that may be viewed as “light industrial”. The proposed permitted uses would allow businesses that are compatible with other uses that are currently permitted in the area. The area has a variety of office, retail, and service uses, with many having a warehouse and assembly component. The Town’s zoning ordinance prohibits uses that produce offensive odor, dust, smoke, gas, or noise. This PD amendment would not allow those operations or uses.

The proposed development standards focus on the prohibition of outside storage of goods or materials and restrictions on service activity related to the proposed loading/unloading area and truck courtyard. Standards are provided to limit the total number of dock doors permitted on site to twenty-three (ten for Phase I and thirteen for Phase II). All service areas will be screened from public rights-of-way by a combination of buildings, masonry screening walls, and landscaping. The development standards do allow the overnight storage of trailers, as long as they are adequately screened, registered, and operable.

Proposed Development Plan: The development plans include a site plan, landscape plan, façade plan, and floor plan for the proposed conversion of the existing call center to an office/warehouse building and associated site improvements within Phase I.

Uses: Phase I is being constructed for speculative office/warehouse space. All tenants must comply with the proposed Use and Development Conditions.

Parking: A minimum of 1 space for each 1,000 square feet of gross floor area is proposed for the site. Phase I has a 137,992 square foot structure, requiring 138 spaces. The site is exceeding this requirement by providing 199 spaces.

Exterior Facades: The west elevation will be converted into the service area and truck courtyard, providing ten loading dock doors. To provide screening for the service area, an existing 16-foot-tall masonry screening wall at the northwest corner of the building will be extended towards the west, which will be visible from the Excel Parkway. The applicant does not propose any modifications to the north, south, and east elevation of the existing building for Phase I.

Landscape and Open Space: Phase I will meet the minimum landscaping requirements requested by staff, including open space, landscape buffers along Addison Road and Excel Parkway, and parking lot landscaping. An enhanced landscaping treatment is proposed at the northwest corner of the building and along Excel Parkway to provide screening for the service area.

Staff has made the determination not to pursue compliance with the current landscaping requirements as it relates to interior parking lot open space and trees for the area proposed

to be developed with Phase II. The landscape requirements for Phase II will be confirmed with the review of development plans.

The applicant has proposed to remove 15 trees, or 225 caliper inches, with Phase I. Mitigation has been proposed through 9 replacement trees and providing fee in lieu of to the Town's tree mitigation fund. Tree mitigation on site was challenging due to several existing utility easements and the anticipated development of Phase II. A total of 36 caliper inches will be mitigated on site and 189 caliper inches will be mitigated at \$192.00 per caliper inch, resulting in a \$36,288 fee. Tree mitigation for Phase II will be confirmed with development plan review.

Staff Review: The proposed Phase I development plans achieve compliance with all applicable Town requirements and the proposed Use and Development Conditions.

Concept Plan: The request includes a concept plan for Phase II of the project, which proposes a 97,000 square foot multi-tenant office/warehouse structure and service bay on the east building facade. Prior to construction of Phase II, the applicant must first obtain approval of development plans, including a site plan, landscape plan, façade plan, and floor plan, which should meet the intent and character of the concept plan, as well as the proposed Use and Development Conditions.

RECOMMENDATION: **APPROVAL**

The proposed PD amendment would allow for an existing site that has been vacant for several years to be repurposed to a construction type that is in high demand and is more economically viable with current market conditions. It also identifies the possibility of increased density with Phase II, through the redevelopment of an underutilized and aesthetically challenged surface parking lot. The proposed Use and Development Conditions will provide the opportunity for new or expanding businesses that are compatible with the development pattern of the area, while providing restrictions on less desirable conditions, such as outside storage and excessive truck traffic.

Staff recommends approval of the Planned Development Amendment, to include the Use and Development Conditions, Concept Plan, and Development Plans.



Case 1886-Z/16675 Addison Road

June 20, 2023

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 20, 2023, voted to recommend approval of a request to amend the permitted uses, development standards, and development plans for Planned Development (PD) Ordinance Nos. 085-093, 095-054, and 096-006, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements, subject to the use and development conditions, concept plan, and development plan included with the application.

Voting Aye: Branson, Catalani, Chavez, Fansler, Souers, DeFrancisco

Voting Nay: none

Absent: Faircloth

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



BROCKETT STREET CAPITAL

2336 Farrington St
Dallas, TX 75207
(214) 663-7882

Town of Addison
16801 Westgrove Dr
Addison, TX 75001

Dear Town Staff and Administration;

Brockett Street Capital (“BSC”) is partnering with Old House Capital (“OHC”) to acquire the below referenced property and is requesting the Town to amend the current zoning to the below request because we believe that it can be the highest and best use for the Property while maintaining the Town’s vision for the area. The property is currently a call center and has been vacant for several years due to recent market trends that have made working from home much more plausible for cost conscious companies. BSC and OHC believe that if the zoning were to be amended to allow for shallow bay warehouse uses, new companies could be attracted to the site given the numerous advantages the Town of Addison has over competing markets (central location, amenities, access, etc.). Further, if the existing building is converted to warehouse use, up to an additional 100,000 SF could be built on the existing parking lot.

BSC and OHC have substantial experience with higher use warehouses throughout the metroplex, including in the Design District of Dallas where we currently office. In 2016, we developed one of the first shallow bay warehouse strategies in DFW because it was apparent then how much the communities will benefit from the local enterprise and need for the space. With over 7 years of experience in acquiring and developing shallow bay warehouse in DFW, we envision this Property to be a premiere space within the entire metroplex. The access from Dallas North Tollway, proximity to Addison’s Entertainment District and central location for employment will create a steep advantage to the already minimal available space in competing submarkets. These factors plus new development cost increases will naturally push the target tenant away from logistic type uses and more to service uses with heavier employment numbers. That said, BSC and OHC have also put extensive thought into protecting the Town from its primary concern of higher truck traffic in this corridor and are proposing special conditions to control for this factor as well as designing the Property with the following attributes to ensure that there are functional and economic reasons to limit truck traffic in the corridor as well:

Functional Limitations:

1. There is no trailer storage/extra parking on site.
2. There is no outdoor storage on site.
3. The market average for dock doors per thousand square feet is 1:3,000 square feet (total of 65 doors for this site); the Property will have no more than 23 doors and only 20 dock high doors to serve truck trailers.
4. Both phases are single load configurations with limited dock doors which will not be conducive to shipping/receiving logistic operations.
5. The Property has a shared truck court between Phase I and Phase II and will have multiple tenants. This requires future owners and property managers to police truck traffic to ensure that tenants in the Property are not disrupting the other’s business and/or access to their suite.



BROCKETT STREET CAPITAL

2336 Farrington St
Dallas, TX 75207
(214) 663-7882

6. Property access will likely be via Dallas North Tollway which is not a preferred trucking route due to the toll costs, traffic congestion and lane widths.
7. The majority of car parks are located on the north and east side of the Property with minimal car parks on the south side. This is to encourage any truck traffic to use only the south entrance off Addison Road.

Economic Limitations:

1. The zoning will require a minimum of 25% office, showroom or lab space which limits warehousing to 75% of the total operations in any given suite. This will require any company that wants to only use the warehouse space to pay rent on unusable space for their operations, which will be cost prohibitive, therefore a non-starter, for heavy distribution companies.
2. The original purpose of the building allows for above-market parking, which is difficult to find for warehouse tenants, therefore tenants will pay a premium for it to accommodate higher office/R&D/showroom uses.

Description of Request:

Property Address: 16675 Addison Road

Legal Description: Lot 1, Block A of EXCEL-PHASE 1, an addition to the Town Addison, Dallas County, Texas, according to the Plat thereof recorded in Volume 96064, Page 4828, Map Records, Dallas County, Texas.

Existing Zoning: Planned Development District, Ordinance No. 085-093, as amended by Ordinance Nos. 095-054 and 096-006.

Request: We are seeking to continue to allow for all uses permitted in the C-1 zoning ordinance and amend the existing zoning to include the following i) distribution and warehouse uses and light assembly that do not provide third party logistic services; and ii) the production, assembly and distribution of paper goods, technology products, medical devices, research and development, design services and similar materials. Light assembly shall be defined as the process and procedures for the assimilation, packaging, and distribution of finished goods and materials.



BROCKETT STREET CAPITAL

2336 Farrington St
Dallas, TX 75207
(214) 663-7882

Special Conditions Include:

1. The maximum tenant size for Phase II, as depicted on the conceptual site plan, shall not exceed 50,000 SF unless any of the following are included in the use: i) research and development; ii) greater than 35% of the floor area is utilized as office, showroom or lab space, or iii) the suite has a minimum climate-controlled space of 75% of the total floor area. Additional exceptions may be considered via a special use permit so long as they do not serve third party logistic contracts on the Property.
2. The maximum number of dock doors for Phase II will be 13 total doors and 12 dock high doors. The maximum number of dock doors for Phase I will be 10 total doors and 8 dock high doors.
3. All loading facilities in Phase I shall be screened from Excel Road by a 50' screening wall that is 16' tall with planted trees as depicted on the Exhibits and a minimum of 200 SF of landscaping/amenity area. Loading facilities in Phase II shall be screened from Excel Road by a minimum 75' screening wall that is 16' tall with planted trees as depicted on the Exhibits plus a minimum of 400 SF of landscaping/amenity area.
4. The Phase II building shall have an entrance on the north façade which provides access into an interior lobby, office or lab space.
5. Overnight trailer parking is not allowed on-site unless it is entirely screened by the screening walls.

Sincerely,

Geoff Wescott

Brockett Street Capital
2336 Farrington St
Dallas, TX 75207
(214) 663-7882

Nick Cassavechia

Old House Capital
2336 Farrington St
Dallas, TX 75207
(214) 616-2874

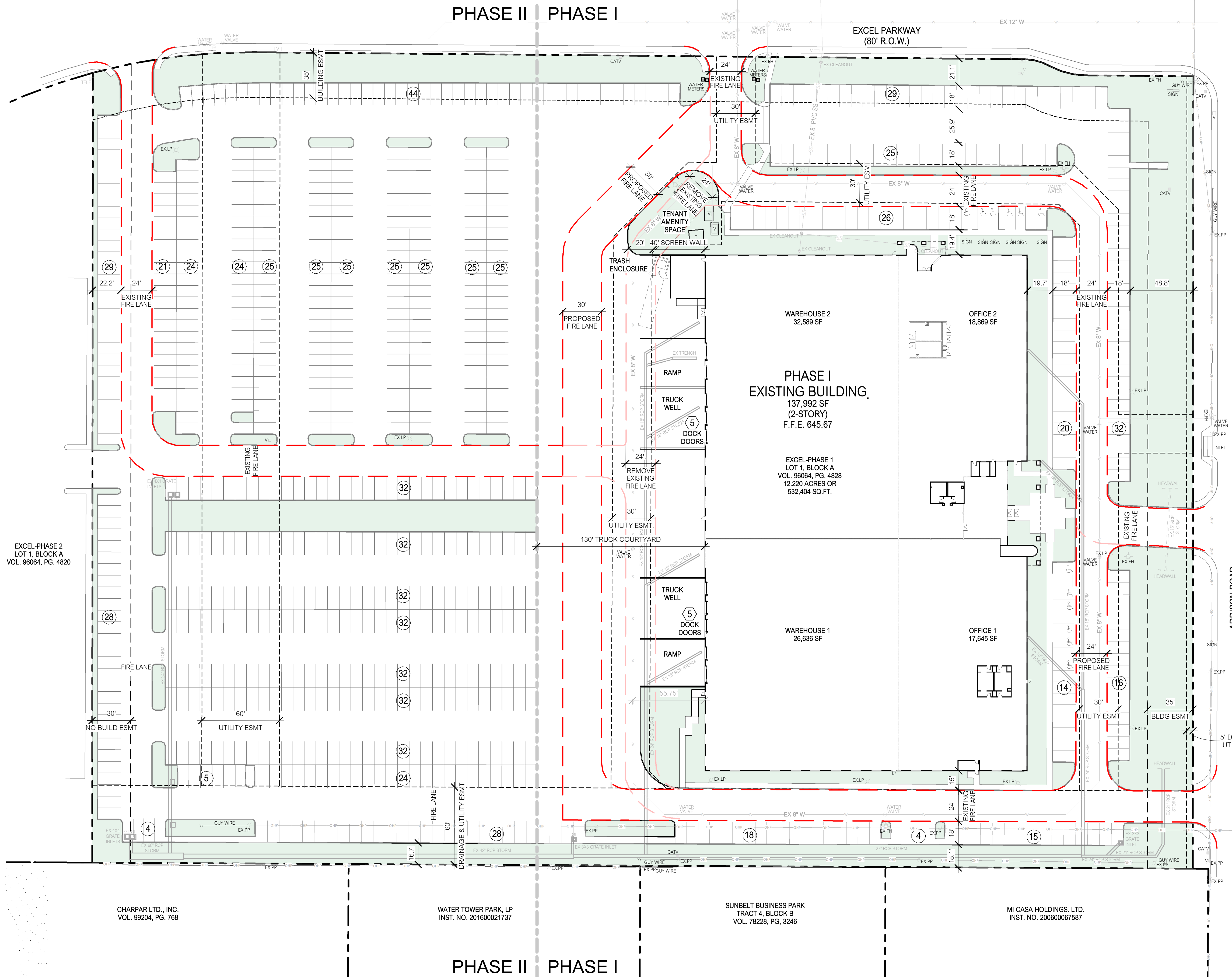
SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (AC. & SF)	LOT COVERAGE	FAR	MAX HT. (FT & STORIES)	REQUIRED LANDSCAPE AREA	PROVIDED LANDSCAPE AREA	IMPERVIOUS SURFACE AREA
1	PHASE I EXISTING BUILDING	OFFICE/ WAREHOUSE	PD ORD. NOS. 085-093 095-054 096-006	PD	316,997 SF OR 7.277 ACRES	36.7%	1:0.44	40 FT 2 STORY	63,399 SF OR 1.455 ACRES 20%	72,314 SF OR 1.660 ACRES 22.8%	244,683 SF
1	PHASE II NEW BUILDING							40 FT 1 STORY	43,085 SF OR 0.989 ACRES 20%	34,587 SF OR 0.794 ACRES 16%	180,820 SF
TOTAL:					532,404 SF OR 12.220 ACRES				106,484 SF OR 2.444 ACRES 20%	106,901 SF OR 2.454 ACRES 20%	425,503 SF

BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROVIDED PARKING	PROVIDED OHD/DOCKS
PHASE I	137,992 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	138	199	10
PHASE II	96,705 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	97	171	13
TOTAL:	234,697 SF			235	370	23

16675 ADDISON ROAD, ADDISON, TX



2 VICINITY MAP
1" = 1000'

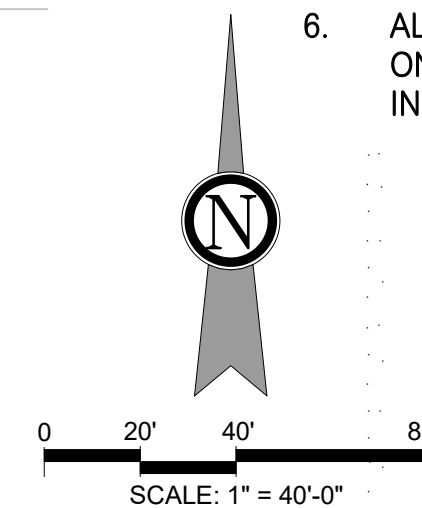
LEGEND

- BOUNDARY
- ADJACENT BOUNDARY
- BUILDING FOOTPRINT
- OVERHANG
- ROAD CURB
- BUILDING SETBACK
- FIRE LANE EASEMENT
- EXISTING FIRE LANE EASEMENT
- SEWER EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT
- PHASE MATCH LINE

NOTES

- "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL & WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDING WITH AN AGGREGATE SUM OF 0 SF OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
- ALL FENCES & RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.



WEAVER Engineering TBPE: 21740 HARVEST LANE FRISCO, TX 75034 817.455.8333

ENGINEER: WEAVER ENGINEERING, LLC 3907 HARVEST LANE | FRISCO, TX 75034 DOUGLAS W. WEAVER, P.E. | 817.455.8333

ARCHITECT: STUDIO MAS + ARCHITECTS 10440 E. NORTHWEST HWY. | SUITE 110 | DALLAS, TX 75230 TAN NGUYEN | 817.845.0702

SURVEYOR: MCADAMS 111 HILLSIDE DRIVE | LEWISVILLE, TX 75057 JAMES STOWELL, RPLS | 469.312.0584

LANDSCAPE ARCHITECT: STUDIO GREEN SPOT, INC. 1784 W. McDERMOTT DRIVE | SUITE 110 | ALLEN, TX 75013 CHRIS TRONZANO | 469.369.4448

DEVELOPER: BROCKETT STREET CAPITAL 2336 FARRINGTON STREET | DALLAS, TEXAS 75207 GEOFF WESCOTT | 214.663.7882

PROJECT NAME: **16675 ADDISON ROAD**

PROJECT ADDRESS: 16675 ADDISON ROAD

EXCEL-PHASE 1 LOT 1, BLOCK A 12.220 ACRES OR 532,404 SQ.FT.

WILLIAM LOMAX SURVEY ABSTRACT NO. 792

TOWN OF ADDISON, DALLAS COUNTY

PROJECT NUMBER: 1886-Z

DATE: MAY 15, 2023

CP.1 - SITE PLAN PHASE I

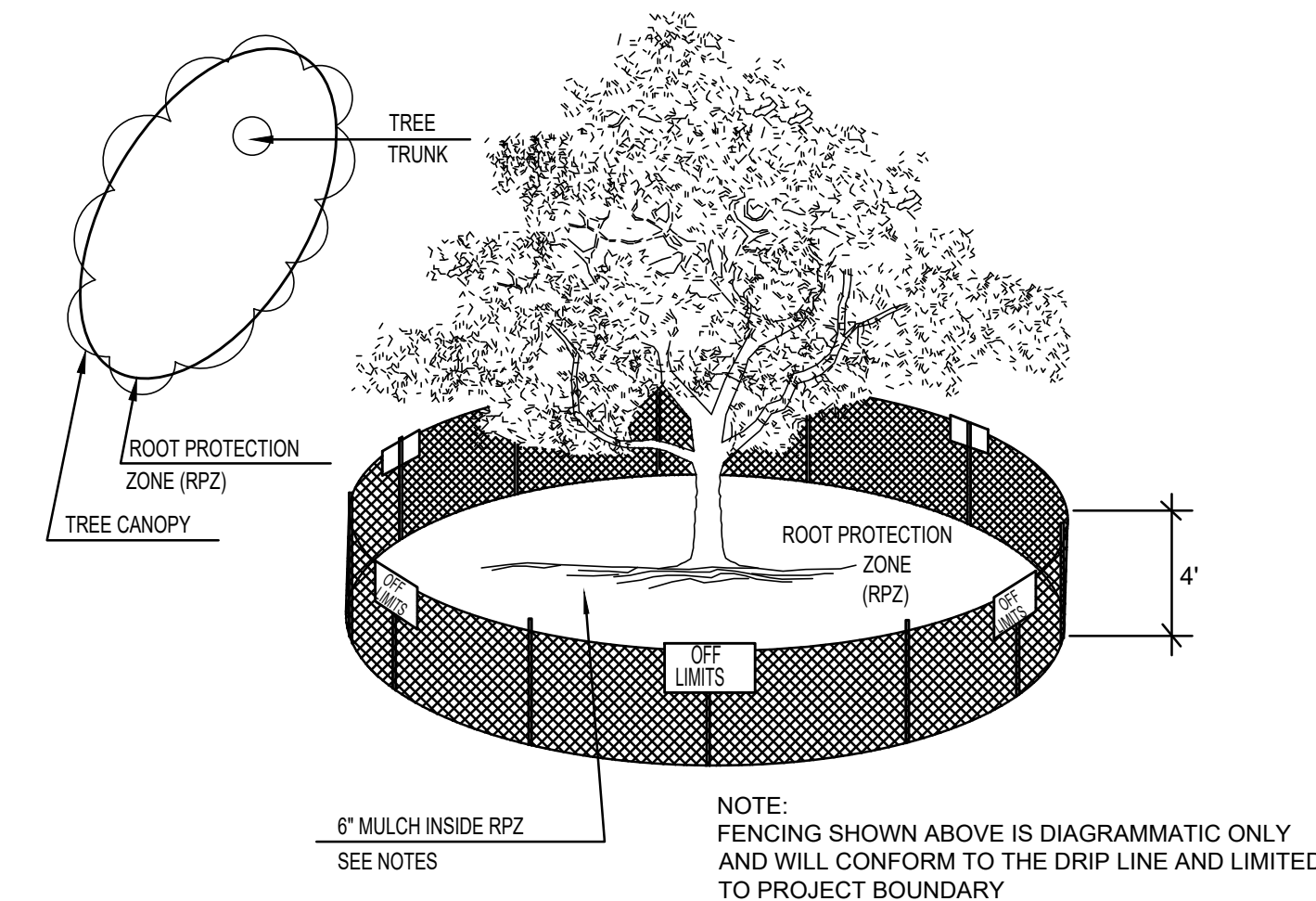
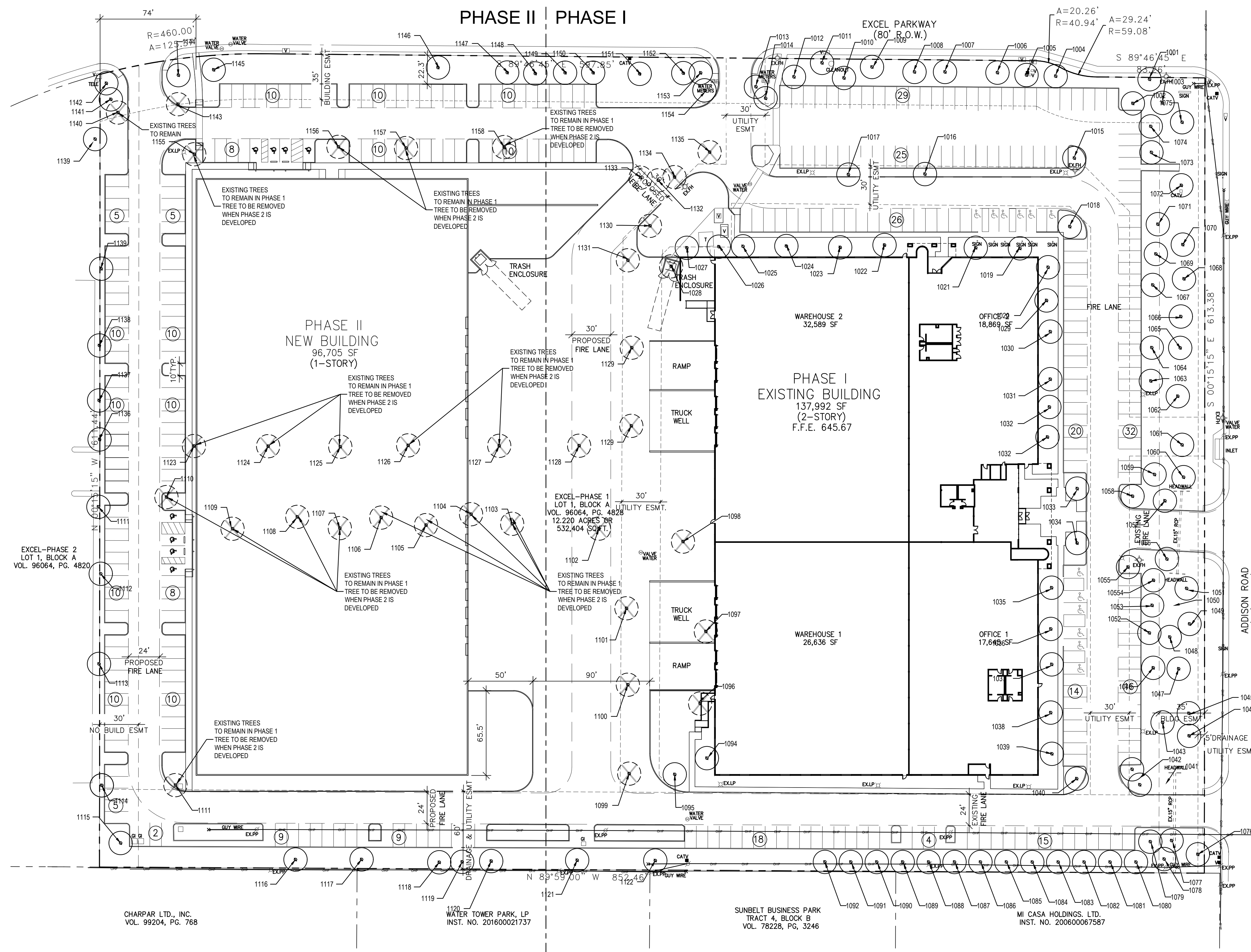
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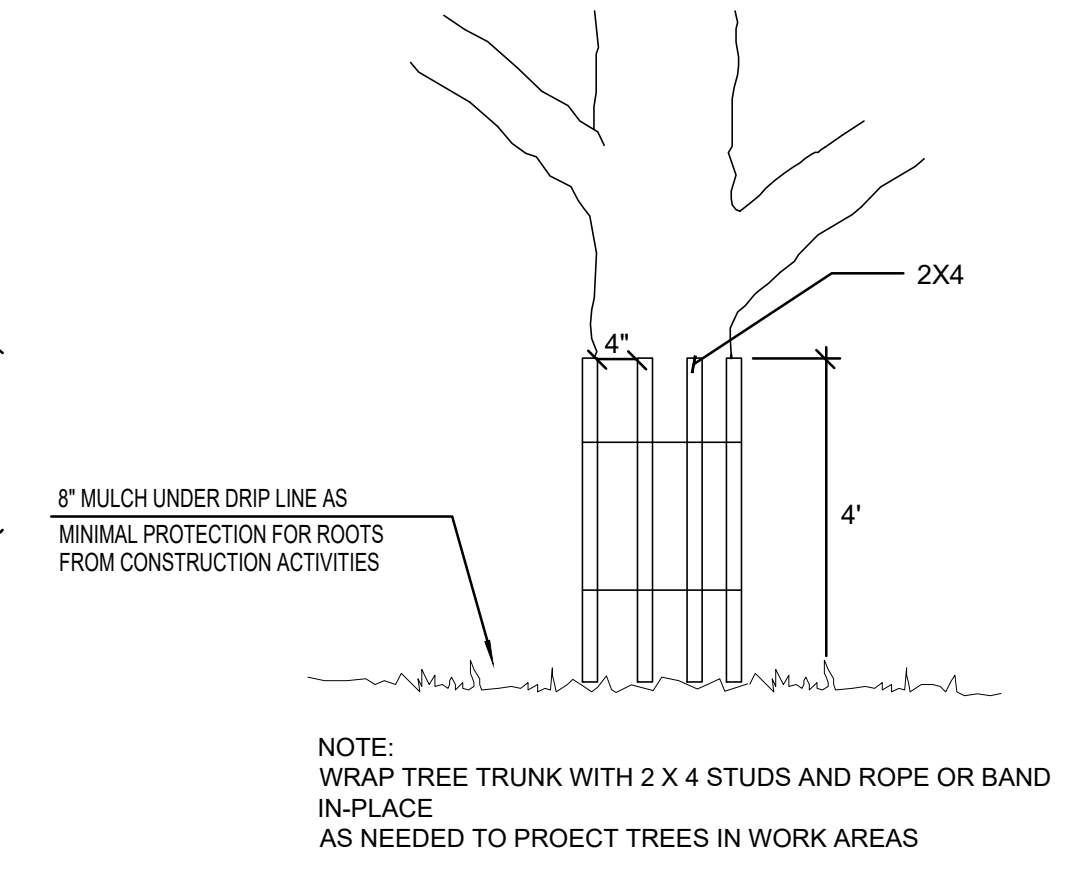
16675 ADDISON ROAD
ADDISON, TEXAS

ISSUE:
CITY COMMENTS 05.12.2023
CITY COMMENTS 06.09.2023
CITY COMMENTS 06.15.2023

DATE:
06.15.2023
SHEET NAME:
TREE SURVEY
SHEET NUMBER:
L.1
CASE NO. 1886-Z



01 TREE PROTECTION FENCE A NOT TO SCALE

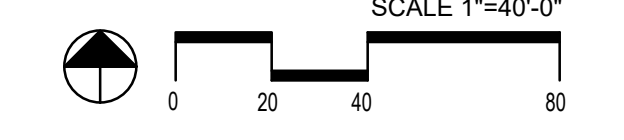


02 TREE PROTECTION FENCE B NOT TO SCALE

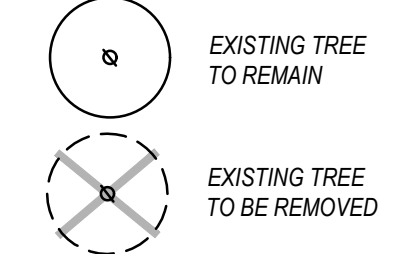
ALL TREES SHOWN TO BE REMOVED IN PHASE 2 ARE TO REMAIN UNTIL THE PHASE 2 DEVELOPMENT BEGINS.

REFER TO SHEET L.2 FOR EXISTING TREE LIST

TREE SURVEY
SCALE: 1"=40'-0"



EXISTING TREE LEGEND



SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (AC. & SF)	LOT COVERAGE	FAR	MAX HT. (FT & STORIES)	REQUIRED LANDSCAPE AREA	PROVIDED LANDSCAPE AREA	IMPERVIOUS SURFACE AREA
1	PHASE I EXISTING BUILDING	OFFICE/ WAREHOUSE	PD ORD. NOS. 085-093 095-054 096-006	PD	316,997 SF OR 7.277 ACRES	36.7%	1:0.44	40 FT 2 STORY	63,399 SF OR 1.455 ACRES 20%	72,314 SF OR 1.660 ACRES 22.8%	244,683 SF
1	PHASE II NEW BUILDING				215,407 SF OR 4.945 ACRES			43,085 SF OR 0.989 ACRES 20%	34,587 SF 0.794 ACRES 16%	180,820 SF	
TOTAL:					532,404 SF OR 12.220 ACRES				106,484 SF OR 2.444 ACRES 20%	106,901 SF 2.454 ACRES 20%	425,503 SF

BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROVIDED PARKING	PROVIDED OHD/DOCKS
PHASE I	137,992 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	138	199	10
PHASE II	96,705 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	97	171	13
TOTAL:	234,697 SF			235	370	23

PROJECT ADDRESS:
16675 ADDISON ROAD
EXCEL-PHASE 1
LOT 1, BLOCK A
12.220 ACRES OR
532,404 SQ.FT.
WILLIAM LOMAX SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY

**PHASE 1:
EXISTING TREE CHART**

NO.	SIZE (IN)	TYPE	STATUS	NO.	SIZE (IN)	TYPE	STATUS
1001	14	SWEET GUM	REMAIN	1062	32	BALD CYPRESS	REMAIN
1002	14	SWEET GUM	REMAIN	1063	14	CEDAR ELM	REMAIN
1003	12	SWEET GUM	REMAIN	1064	14	ELM	REMAIN
1004	17	SWEET GUM	REMAIN	1065	20	BALD CYPRESS	REMAIN
1005	12	SWEET GUM	REMAIN	1066	20	BALD CYPRESS	REMAIN
1006	12	SWEET GUM	REMAIN	1067	16	ELM	REMAIN
1007	14	ELM	REMAIN	1068	20	BALD CYPRESS	REMAIN
1008	12	ELM	REMAIN	1069	14	ELM	REMAIN
1009	12	LIVE OAK	REMAIN	1070	21	BALD CYPRESS	REMAIN
1010	10	LIVE OAK	REMAIN	1071	10	ELM	REMAIN
1011	15	LIVE OAK	REMAIN	1072	20	BALD CYPRESS	REMAIN
1012	18	LIVE OAK	REMAIN	1073	18	CEDAR ELM	REMAIN
1013	12	LIVE OAK	REMAIN	1074	14	SWEET GUM	REMAIN
1014	15	LIVE OAK	REMAIN	1075	22	BALD CYPRESS	REMAIN
1015	14	ELM	REMAIN	1076	24	LIVE OAK	REMAIN
1016	12	ELM	REMAIN	1077	20	LIVE OAK	REMAIN
1017	12	ELM	REMAIN	1078	20	LIVE OAK	REMAIN
1018	27	LIVE OAK	REMAIN	1079	20	LIVE OAK	REMAIN
1019	12	ELM	REMAIN	1080	18	CEDAR ELM	REMAIN
1020	11	ELM	REMAIN	1081	18	CEDAR ELM	REMAIN
1021	15	ELM	REMAIN	1082	20	CEDAR ELM	REMAIN
1022	12	ELM	REMAIN	1083	24	CEDAR ELM	REMAIN
1023	14	ELM	REMAIN	1084	18	CEDAR ELM	REMAIN
1024	14	ELM	REMAIN	1085	18	CEDAR ELM	REMAIN
1025	28	CEDAR ELM	REMAIN	1086	20	CEDAR ELM	REMAIN
1026	20	CEDAR ELM	REMAIN	1087	20	CEDAR ELM	REMAIN
1027	19	CEDAR ELM	REMAIN	1088	18	CEDAR ELM	REMAIN
1028	16	CEDAR ELM	REMAIN	1089	24	CEDAR ELM	REMAIN
1029	11	ELM	REMAIN	1090	28	CEDAR ELM	REMAIN
1030	12	ELM	REMAIN	1091	20	CEDAR ELM	REMAIN
1031	12	ELM	REMAIN	1092	24	CEDAR ELM	REMAIN
1032	20	LIVE OAK	REMAIN	1093	10	ELM	REMAIN
1033	24	LIVE OAK	REMAIN	1094	10	ELM	REMAIN
1034	24	LIVE OAK	REMAIN	1095	24	ELM	REMAIN
1035	18	LIVE OAK	REMAIN	1096	12	ELM	TO BE REMOVED
1036	12	ELM	REMAIN	1097	15	ELM	TO BE REMOVED
1037	12	ELM	REMAIN	1098	17	LIVE OAK	TO BE REMOVED
1038	10	ELM	REMAIN	1099	15	ELM	TO BE REMOVED
1039	8	ELM	REMAIN	1100	15	ELM	TO BE REMOVED
1040	28	LIVE OAK	REMAIN	1101	16	ELM	TO BE REMOVED
1041	24	LIVE OAK	REMAIN	1102	12	CHINESE PISTACHE	TO BE REMOVED
1042	18	LIVE OAK	REMAIN	1121	15	CHINESE PISTACHE	REMAIN
1043	20	BALD CYPRESS	REMAIN	1122	18	CHINESE PISTACHE	REMAIN
1044	20	BALD CYPRESS	REMAIN	1128	15	ELM	TO BE REMOVED
1045	20	BALD CYPRESS	REMAIN	1129	10	ELM	TO BE REMOVED
1046	24	BALD CYPRESS	REMAIN	1130	14	ELM	TO BE REMOVED
1047	20	BALD CYPRESS	REMAIN	1131	15	CEDAR ELM	TO BE REMOVED
1048	21	BALD CYPRESS	REMAIN	1132	20	CEDAR ELM	TO BE REMOVED
1049	21	BALD CYPRESS	REMAIN	1133	18	CEDAR ELM	TO BE REMOVED
1050	21	BALD CYPRESS	REMAIN	1134	20	CEDAR ELM	TO BE REMOVED
1051	20	BALD CYPRESS	REMAIN	1135	12	LIVE OAK	TO BE REMOVED
1052	18	CEDAR ELM	REMAIN	1149	15	LIVE OAK	REMAIN
1053	19	CEDAR ELM	REMAIN	1150	14	LIVE OAK	REMAIN
1054	22	CEDAR ELM	REMAIN	1151	14	ELM	REMAIN
1055	24	LIVE OAK	REMAIN	1152	19	LIVE OAK	REMAIN
1056	21	LIVE OAK	REMAIN	1153	15	LIVE OAK	REMAIN
1057	20	LIVE OAK	REMAIN	1154	14	ELM	REMAIN
1058	14	LIVE OAK	REMAIN				
1059	16	LIVE OAK	REMAIN				
1060	24	LIVE OAK	REMAIN				
1061	21	BALD CYPRESS	REMAIN				

PHASE 1:
15 TREES
225 IN. REMOVED

9 PROPOSED 4" CALIPER TREES (36 CALIPER INCHES) TO BE PLANTED ON SITE
189 CALIPER INCHES OF TREES TO BE PAID INTO THE TOWN'S TREE PRESERVATION FUND AT \$192.00 PER CALIPER INCH.
\$192.00 X 189 CALIPER INCHES= \$36,288 DUE TO THE TOWN'S TREE PRESERVATION FUND.

**PHASE 2:
EXISTING TREE CHART**

NO.	SIZE (IN)	TYPE	STATUS
1103	9	CHINESE PISTACHE	TO BE REMOVED
1104	8	CHINESE PISTACHE	TO BE REMOVED
1105	24	CHINESE PISTACHE	TO BE REMOVED
1106	16	CHINESE PISTACHE	TO BE REMOVED
1107	14	CHINESE PISTACHE	TO BE REMOVED
1108	18	CHINESE PISTACHE	TO BE REMOVED
1109	20	CHINESE PISTACHE	TO BE REMOVED
1110	12	CHINESE PISTACHE	TO BE REMOVED
1111	14	ELM	REMAIN
1112	14	CHINESE PISTACHE	REMAIN
1113	12	CHINESE PISTACHE	REMAIN
1114	11	CHINESE PISTACHE	REMAIN
1115	17	LIVE OAK	REMAIN
1116	12	CHINESE PISTACHE	REMAIN
1117	12	CHINESE PISTACHE	REMAIN
1118	14	CHINESE PISTACHE	REMAIN
1119	14	CHINESE PISTACHE	REMAIN
1120	12	CHINESE PISTACHE	REMAIN
1123	11	ELM	TO BE REMOVED
1124	14	ELM	TO BE REMOVED
1125	15	ELM	TO BE REMOVED
1126	15	ELM	TO BE REMOVED
1127	16	ELM	TO BE REMOVED
1136	10	ELM	REMAIN
1137	12	ELM	REMAIN
1138	15	ELM	REMAIN
1139	14	ELM	REMAIN
1140	18	LIVE OAK	TO BE REMOVED
1141	14	CEDAR ELM	REMAIN
1142	14	CEDAR ELM	REMAIN
1143	25	LIVE OAK	TO BE REMOVED
1144	21	LIVE OAK	REMAIN
1145	20	LIVE OAK	REMAIN
1146	12	LIVE OAK	REMAIN
1147	18	LIVE OAK	REMAIN
1148	9	LIVE OAK	REMAIN
1155	15	ELM	TO BE REMOVED
1156	14	ELM	TO BE REMOVED
1157	12	ELM	TO BE REMOVED
1158	14	ELM	TO BE REMOVED

PHASE 2:
20 TREES
304 IN. REMOVED
20 EXISTING TREES ARE PROPOSED TO BE REMOVED. ALL TREE MITIGATION WILL MEET THE TOWN OF ADDISON'S MITIGATION REQUIREMENTS

LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1782 W. McDERMOTT DR.
ALLEN, TEXAS 75013
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



06.15.2023

16675 ADDISON ROAD

ADDISON, TEXAS

ISSUE:
CITY COMMENTS 06.09.2023

DATE:
06.15.2023

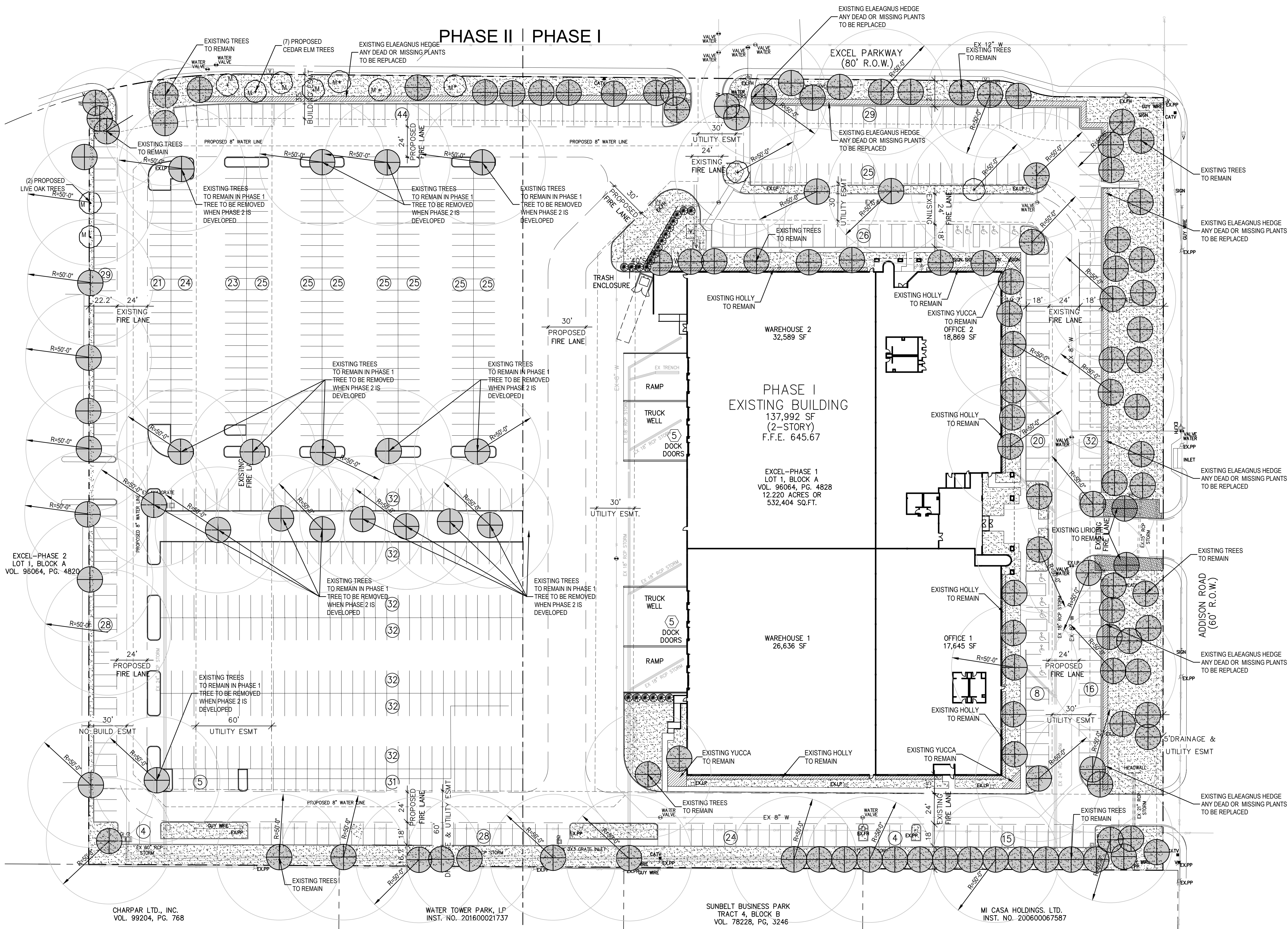
SHEET NAME:
TREE SURVEY

SHEET NUMBER:

L.2

CASE NO. 1886-Z

PROJECT ADDRESS:
16675 ADDISON ROAD
EXCEL-PHASE 1
LOT 1, BLOCK A
12.220 ACRES OR
532,404 SQ.FT.
WILLIAM LOMAX SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY



LANDSCAPE TABULATIONS

REQUIRED LANDSCAPE AREA
 Requirements: 20% of gross site to be landscape
 Total Site: 532,404 s.f.
 Required 106,480 s.f. (20%)
 Provided 106,911 s.f. (20.0%)

PHASE I - Site Area 316,997 s.f.
 Required 63,399 s.f. (20%)
 Provided 72,314 s.f. (22.8%)

STREET LANDSCAPE BUFFER
 Requirements: 20' buffer along street frontage, (1) shade tree 4" cal. per 30 l.f. o.c. and evergreen shrubs planted at 3' to 3.5' o.c.
 Addison Road: (613 l.f.)
 Required Shade Trees (613' / 30') (21) Shade Trees, 4" cal.
 Provided (35) Existing Trees, 4" plus cal.

Excel Parkway: (856 l.f.)
 Required Evergreen Shrubs (613' / 3') (205) Evergreen Shrubs
 Provided Existing evergreen hedge

PARKING LOT SCREEN
 Required 40" ht., evergreen screen hedge
 Provided Existing evergreen hedge to remain and be filled in with matching plant material to meet city requirements

PARKING LOT PERIMETER LANDSCAPING
 Requirement: 5' wide landscape stripe with (1) shade tree 4" cal. per 35 l.f. o.c.
 West Property Perimeter: (612 l.f.)
 Required Shade Trees (612 l.f. / 35') (17) Shade Trees, 4" cal.
 Provided (9) Existing Shade Trees (8) Proposed trees (4" caliper)

South Property Perimeter: (852 l.f.)
 Required Shade Trees (852 l.f. / 35') (24) Shade Trees, 4" cal.
 Provided (20) Existing Shade Trees
 No additional trees provided due to utility easement

PARKING LOT INTERIOR LANDSCAPING
 Requirement: 5% interior planting area is required for parking areas between 50,000 s.f. to 149,000 s.f.
 Parking lot area : (148,322 s.f.)
 Required (148,322 x 8%)
 11,866 s.f. Interior Landscape Area
 Provided 12,587 s.f. Interior Landscape Area

PLANT LEGEND

- EXISTING TREES TO REMAIN
 - CEDAR ELM 4" CALIPER
 - CHINESE PISTACHE 4" CALIPER
 - LIVE OAK 4" CALIPER
 - EASTERN RED CEDAR 3" CALIPER, 8' HEIGHT
 - NELLIE R. STEVENS 6' HEIGHT
 - EVERGREEN SHRUBS 5 GALLON
 - EXISTING SHRUBS
 - BERMUDA GRASS TURF
- M- TREES IDENTIFIED WITH THE (M) ARE COUNTED TOWARDS THE REQUIRED MITIGATION REPLACEMENT

AN IRRIGATION PLAN IS REQUIRED ON CIVIL AND CONSTRUCTION PLANS AND MUST BE SIGNED BY LICENSED IRRIGATOR.
 ALL IRRIGATION CONTROLLERS MUST HAVE A RAIN AND FREEZE SENSORS

02 LANDSCAPE PLAN
 SCALE 1"=40'-0"

SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (AC. & SF)	LOT COVERAGE	FAR	MAX HT. (FT & STORIES)	REQUIRED LANDSCAPE AREA	PROVIDED LANDSCAPE AREA	IMPERVIOUS SURFACE AREA
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TOTAL:	234,697 SF			235	370	23

PHASE 1 LANDSCAPE PLAN

PROJECT ADDRESS:
 16675 ADDISON ROAD
 EXCEL-PHASE 1 LOT 1, BLOCK A 12.220 ACRES OR 532,404 SQ.FT.
 WILLIAM LOMAX SURVEY ABSTRACT NO. 792
 TOWN OF ADDISON, DALLAS COUNTY

ISSUE:
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DATE:
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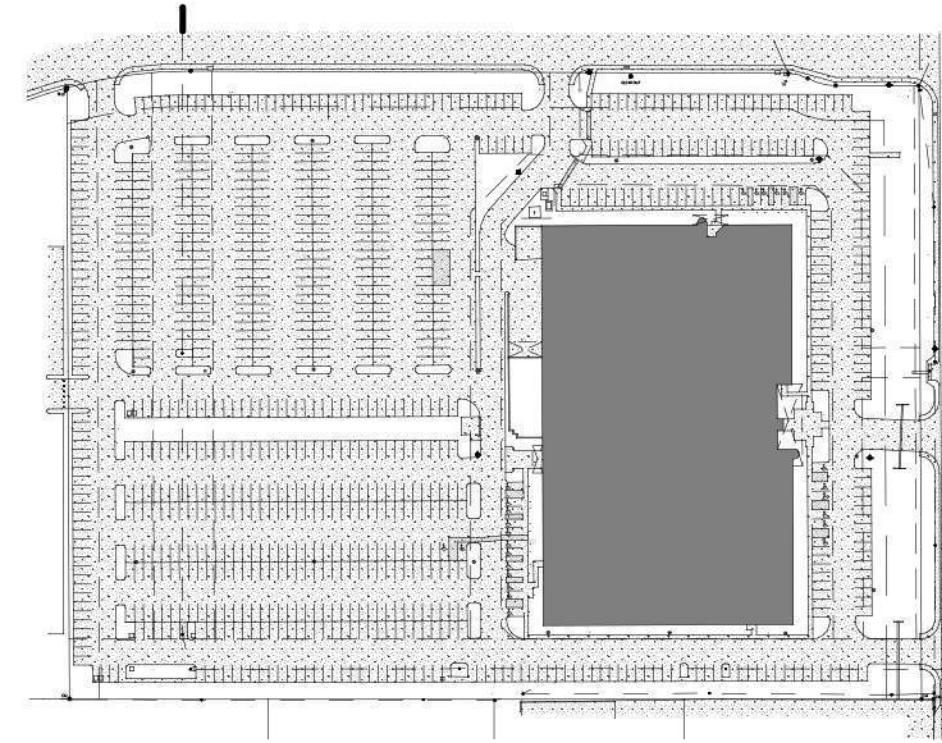
SHEET NAME:
 PHASE 1 LANDSCAPE PLAN

SHEET NUMBER:
L.3

CASE NO. 1886-Z

LANDSCAPE ARCHITECT
 STUDIO GREEN SPOT, INC.
 1782 W. McDERMOTT DR.
 ALLEN, TEXAS 75013
 (469) 369-4448
 CHRIS@STUDIOGREENSPOT.COM

16675 ADDISON ROAD
ADDISON, TEXAS

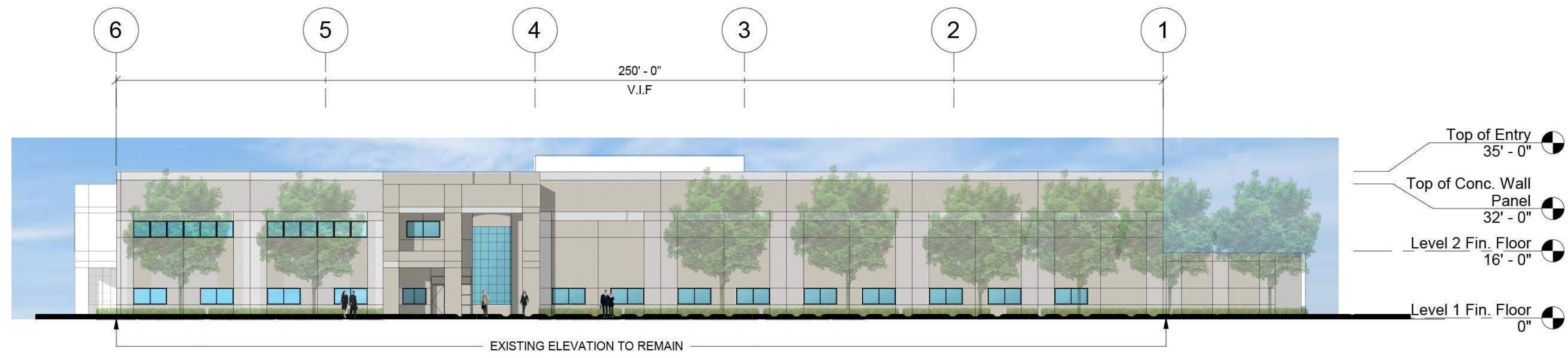


KEYPLAN Copy 1

FACADE PLAN NOTES

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

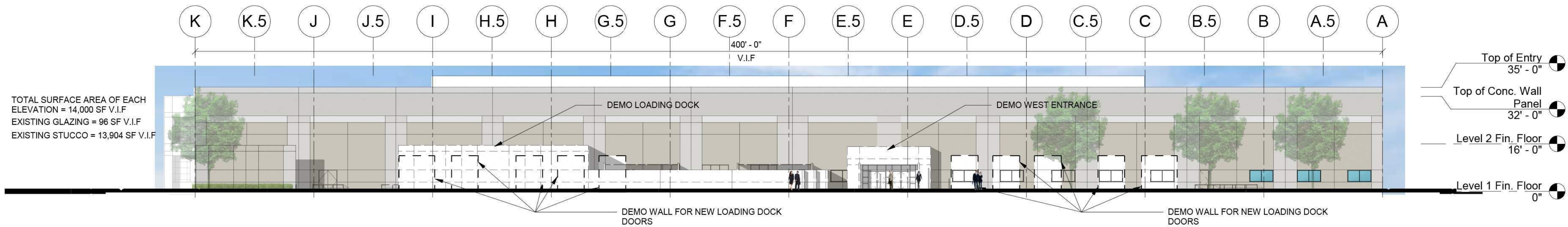
TOTAL SURFACE AREA OF EACH ELEVATION = 14,000 SF V.I.F.
 EXISTING GLAZING = 96 SF V.I.F.
 EXISTING STUCCO = 13,904 SF V.I.F.



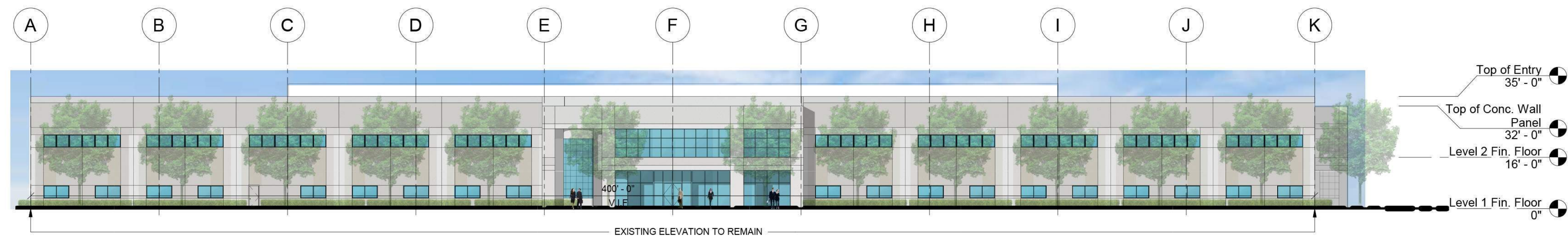
04 EXISTING ELEVATION NORTH
 SCALE: 3/64" = 1'-0"



03 EXISTING ELEVATION SOUTH
 SCALE: 3/64" = 1'-0"



02 DEMO - ELEVATION WEST
 SCALE: 3/64" = 1'-0"



01 EXISTING ELEVATION EAST
 SCALE: 3/64" = 1'-0"



ARCHITECTURE • PLANNING • INTERIORS

10440 E NORTHWEST HWY
 SUITE 100
 DALLAS, TX 75238
 817 845 0702

03/20/23

#	Revision	Date

PROJECT NAME:
 ADDISON AIRPORT PARK

OWNER:
 BNT 305, LLC
 180 PHILLIPS HILL ROAD BLDG 4 NEW CITY, NY 10956 845-610-0030

PROJECT ADDRESS:
 16675 Addison Rd, Addison, TX 75001
 Being Lot 1, Block A of Excel-Phase 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 96064, Page 4828, Map Records, Dallas County, Texas.

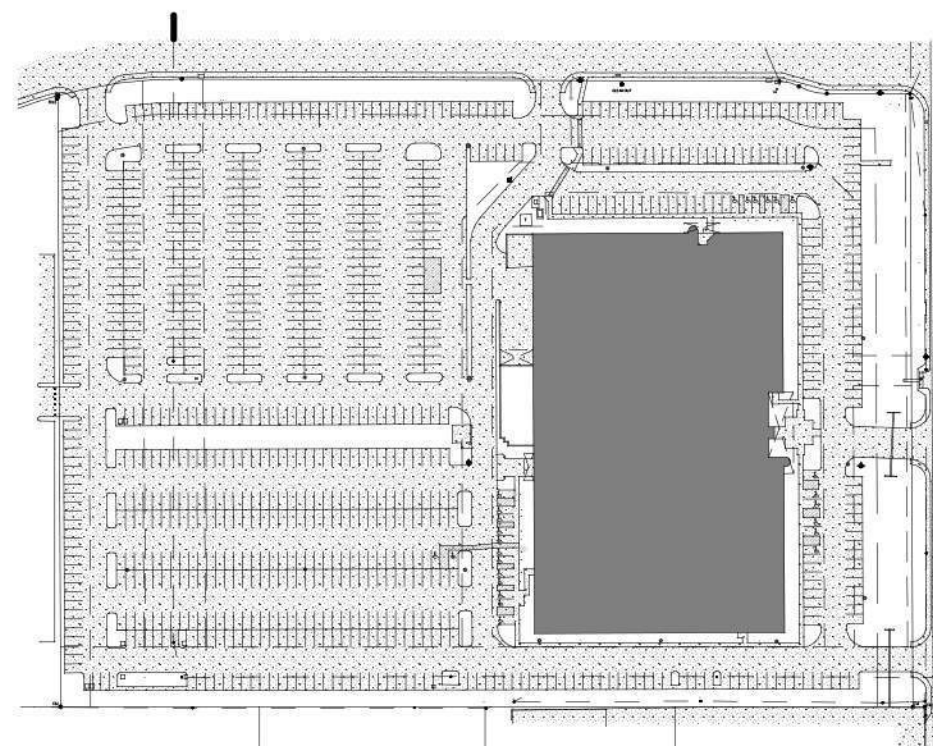
TOWN PROJECT NUMBER: 1886-Z

PHASE 1 ELEVATION

NOT FOR CONSTRUCTION

03/20/23

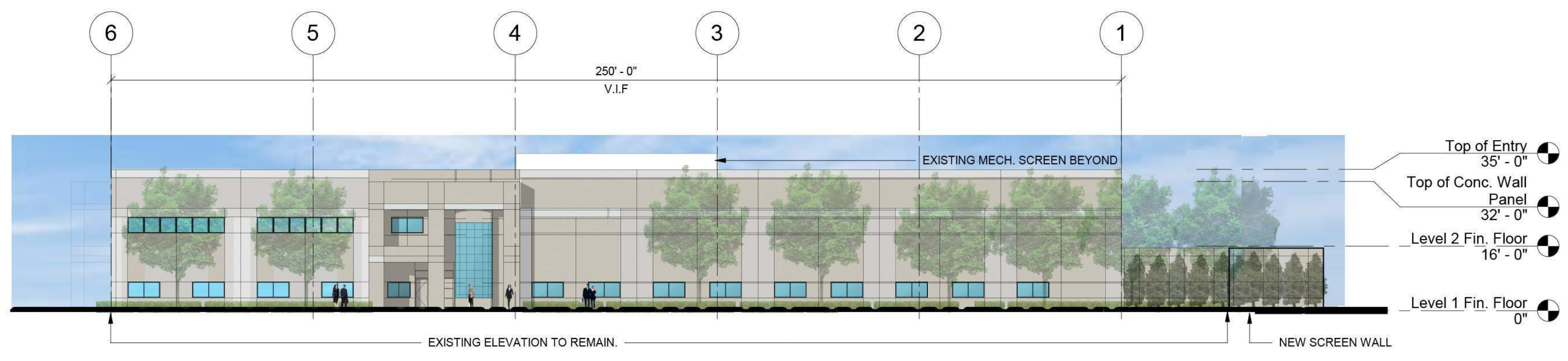
D-201



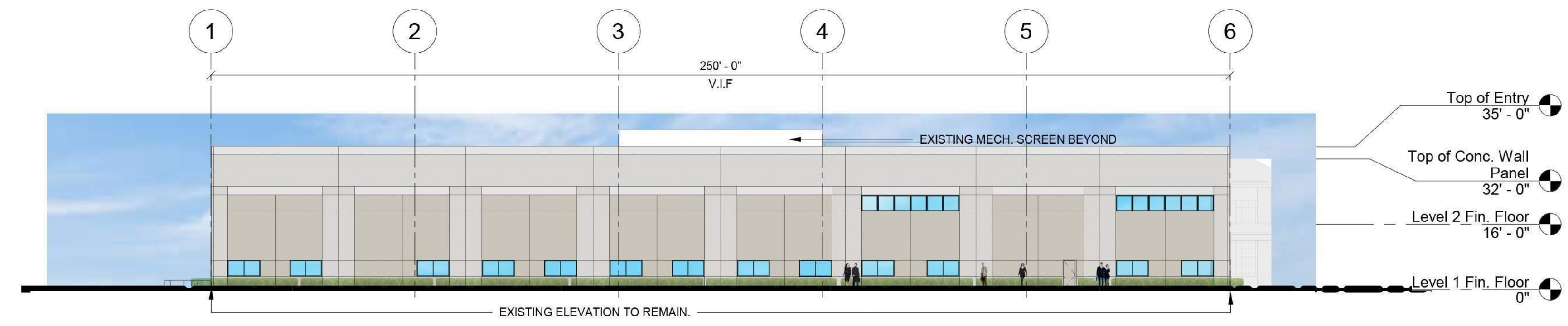
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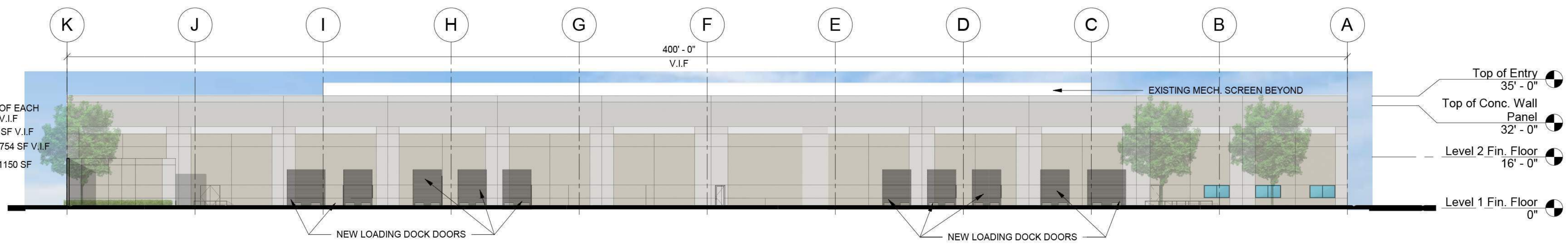
TOTAL SURFACE AREA OF EACH ELEVATION = 14,000 SF V.I.F
 EXISTING GLAZING = 96 SF V.I.F
 EXISTING STUCCO = 12,754 SF V.I.F
 NEW LOADING DOCK = 1150 SF



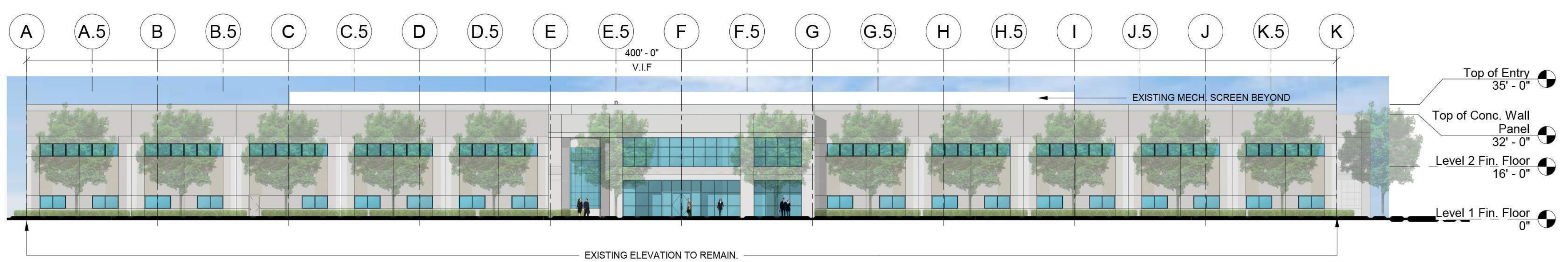
04 PROPOSED - ELEVATION NORTH
SCALE: 3/64" = 1'-0"



03 EXISTING - ELEVATION SOUTH
SCALE: 3/64" = 1'-0"



02 PROPOSED - ELEVATION WEST
SCALE: 3/64" = 1'-0"



01 EXISTING - ELEVATION EAST
SCALE: 3/64" = 1'-0"

STUDIO MAS+ ARCHITECTS

ARCHITECTURE • PLANNING • INTERIORS

10440 E NORTHWEST HWY
 SUITE 100
 DALLAS, TX 75238
 817 845 0702

04/21/23

#	Revision	Date

PROJECT NAME:
ADDISON AIRPORT PARK

OWNER:
BNT 305, LLC
180 PHILLIPS HILL ROAD BLDG 4 NEW CITY, NY 10956 845-610-0030

PROJECT ADDRESS:
16675 Addison Rd, Addison, TX 75001
Being Lot 1, Block A of Excel-Phase 1, an addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 96064, Page 4828, Map Records, Dallas County, Texas.

TOWN PROJECT NUMBER: 1886-Z

PHASE 1 ELEVATION

NOT FOR CONSTRUCTION

04/21/23

A-201

STUDIO MAS+ ARCHITECTS

ARCHITECTURE • PLANNING • INTERIORS

10440 E NORTHWEST HWY
SUITE 100
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817 845 0702

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4828, Map Records, Dallas County, Texas.

TOWN PROJECT
NUMBER:

PHASE 1
PROPOSED - PLAN LEVEL 2

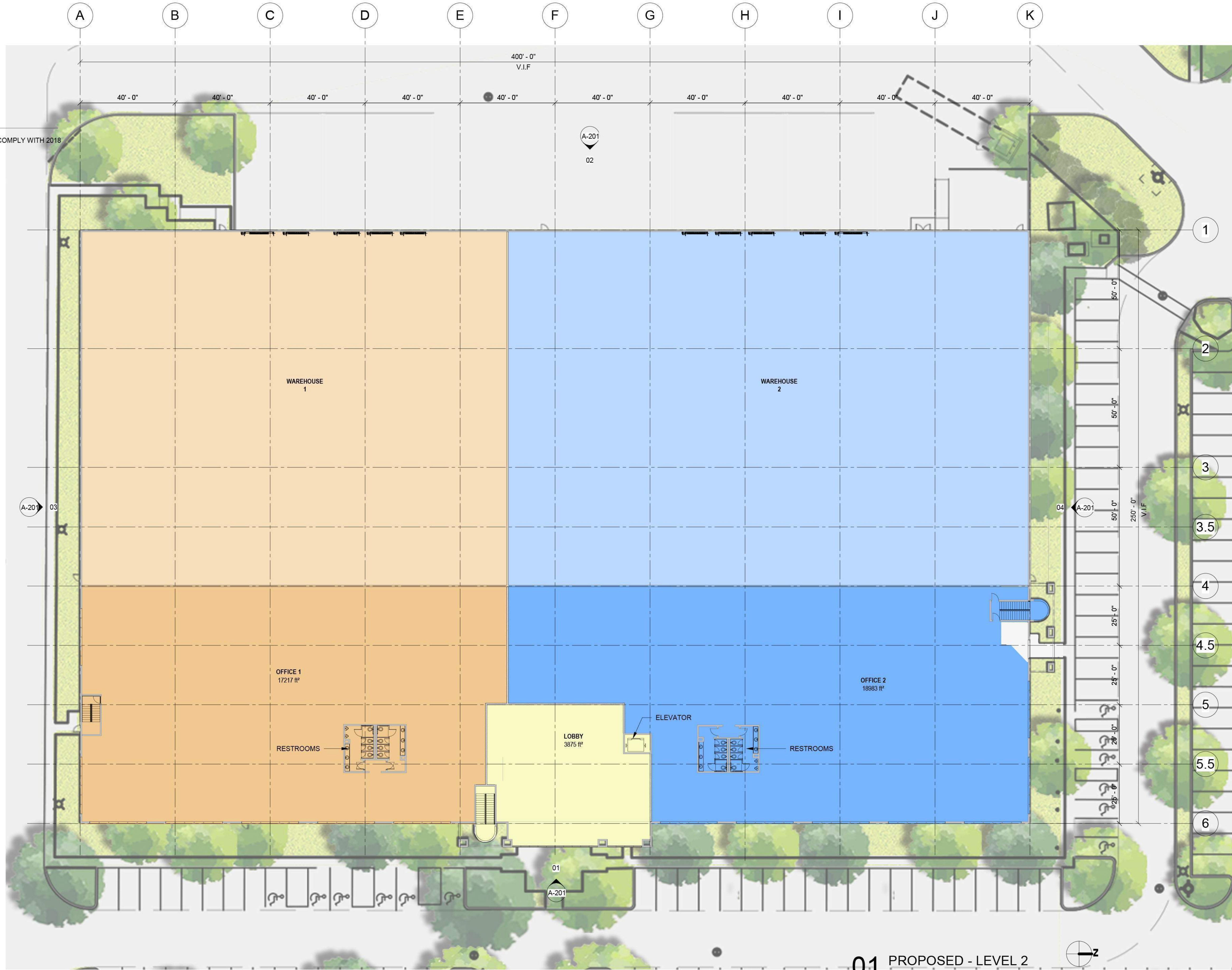
NOT FOR
CONSTRUCTION

03/20/23

A-102

PLAN NOTES

- THIS PROJECT SHALL COMPLY WITH 2018 IBC AND 2017 NEC



01 PROPOSED - LEVEL 2
SCALE: 3/8" = 1'-0"

SITE DATA SUMMARY

LOT	BUILDING	PROPOSED USE	EXISTING ZONING	PROPOSED ZONING	GROSS SITE AREA (AC. & SF)	LOT COVERAGE	FAR	MAX HT. (FT & STORIES)	REQUIRED LANDSCAPE AREA	PROVIDED LANDSCAPE AREA	IMPERVIOUS SURFACE AREA
1	PHASE I EXISTING BUILDING	OFFICE/ WAREHOUSE	PD ORD. NOS. 085-093 095-054 096-006	PD	316,997 SF OR 7.277 ACRES	36.7%	1:0.44	40 FT 2 STORY	63,399 SF OR 1.455 ACRES 20%	72,314 SF OR 1.660 ACRES 22.8%	244,683 SF
1	PHASE II NEW BUILDING							40 FT 1 STORY	43,085 SF OR 0.989 ACRES 20%	34,587 SF OR 0.794 ACRES 16%	180,820 SF
TOTAL:					532,404 SF OR 12.220 ACRES				106,484 SF OR 2.444 ACRES 20%	106,901 SF OR 2.454 ACRES 20%	425,503 SF

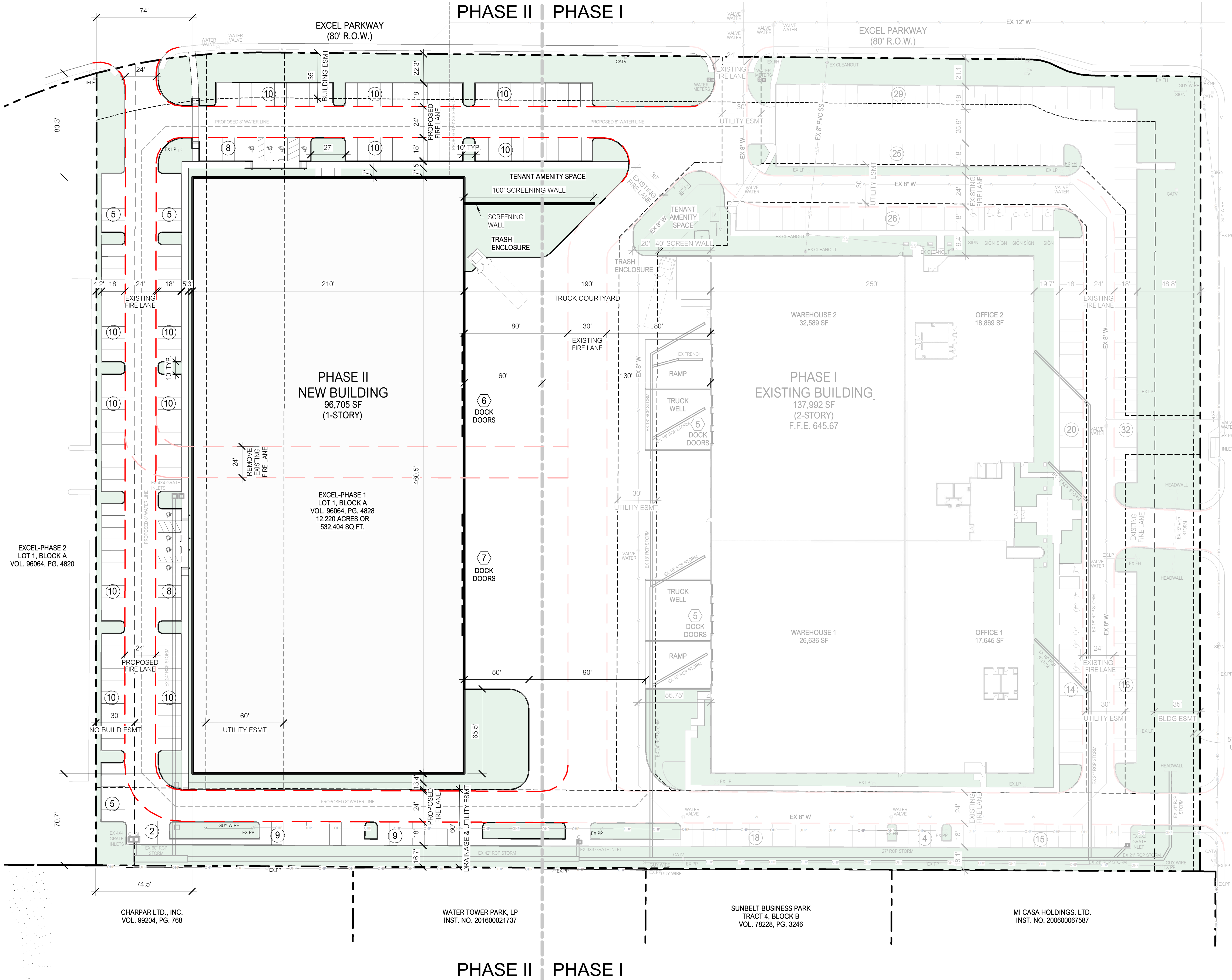
BUILDING & PARKING SUMMARY

BUILDING	BUILDING SF	USE	PARKING RATIO	REQUIRED PARKING	PROVIDED PARKING	PROVIDED OHD/DOCKS
PHASE I	137,992 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	138	199	10
PHASE II	96,705 SF	OFFICE WAREHOUSE	1 SPACE / 1000 SF	97	171	13
TOTAL:				235	370	23

16675 ADDISON ROAD, ADDISON, TX



② VICINITY MAP
1" = 1000'



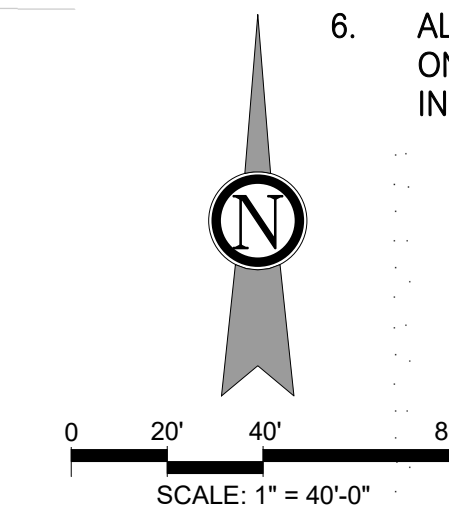
LEGEND

- BOUNDARY
- ADJACENT BOUNDARY
- BUILDING FOOTPRINT
- OVERHANG
- ROAD CURB
- BUILDING SETBACK
- FIRE LANE EASEMENT
- EXISTING FIRE LANE EASEMENT
- SEWER EASEMENT
- UTILITY EASEMENT
- WATER EASEMENT
- PHASE MATCH LINE

NOTES

- "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL & WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDING WITH AN AGGREGATE SUM OF 0 SF OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
- ALL FENCES & RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.

THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.



WEAVER Engineering TBPE: 21740
3907 HARVEST LANE | FRISCO, TX 75034
DOUGLAS W. WEAVER, P.E. | 817.455.8333

ENGINEER: WEAVER ENGINEERING, LLC

ARCHITECT: STUDIO MAS + ARCHITECTS
10440 E. NORTHWEST HWY. | SUITE 110 | DALLAS, TX 75230
TAN NGUYEN | 817.845.0702

SURVEYOR: MCADAMAS
111 HILLSIDE DRIVE | LEWISVILLE, TX 75057
JAMES STOWELL, RPLS | 469.312.0584

LANDSCAPE ARCHITECT: STUDIO GREEN SPOT, INC.
1784 W. McDERMOTT DRIVE | SUITE 110 | ALLEN, TX 75013
CHRIS TRONZANO | 469.269.4448

DEVELOPER: BROCKETT STREET CAPITAL
2336 FARRINGTON STREET | DALLAS, TEXAS 75207
GEOFF WESCOTT | 214.663.7882

PROJECT NAME:
16675 ADDISON ROAD

PROJECT ADDRESS:
16675 ADDISON ROAD

EXCEL-PHASE 1
LOT 1, BLOCK A
12.220 ACRES OR
532,404 SQ.FT.

WILLIAM LOMAX SURVEY
ABSTRACT NO. 792

TOWN OF ADDISON, DALLAS COUNTY

PROJECT NUMBER: 1886-Z
DATE: MAY 15, 2023

CP.2 - CONCEPT PLAN PHASE II

SCALE: As indicated

16675 Addison Road
Permitted Uses Development Standards

1. USE.
 - a. All buildings and uses permitted in the C-1 (Commercial-1) district as set forth in the Addison Zoning Ordinance, and all distribution and warehouse uses related to the production, light assembly, or research and development of paper goods, technology products, medical devices, design services, or similar materials. For the purposes of this ordinance, light assembly shall be defined as the process and procedures for the assimilation, packaging, and distribution of finished goods and materials.

2. SITE PLAN.
 - a. The development of Phase I of the Property shall comply with the attached Site Plan.

3. LANDSCAPE PLAN.
 - a. The development of Phase I of the Property shall comply with the attached Landscape Plan.

4. FAÇADE PLAN.
 - a. The development of Phase I of the Property shall comply with the attached Façade Plan.

5. CONCEPT PLAN.
 - a. The development of Phase II of the Property shall comply with the attached Concept Plan.

6. FLOOR PLAN.
 - a. The development of Phase I of the Property shall comply with the attached Floor Plan. Modifications to the interior floor plan may be approved by the Director of Development Services, or designee, as long as the building footprint does not change and all conditions of this ordinance are met.

 - b. Tenant occupancy greater than 50,000 square feet within Phase II (as depicted on the Concept Plan) shall require approval of a Special Use Permit (SUP), unless one of the following conditions are met:

- i. Greater than 35% of the total floor area is utilized as office, showroom, or lab space; or
 - ii. A minimum of 75% of the total floor area is climate controlled.
- c. Phase II (as depicted on the Concept Plan) shall have a building entrance on the north façade, which provides access to an interior lobby or office space.

7. PARKING.

- a. A minimum of 1 space per 1,000 square feet of floor area shall be provided on site.

8. OUTSIDE STORAGE.

- a. Except for equipment or materials stored on a construction site or used for a temporary construction project, long term outside storage of goods or materials is prohibited.
- b. The overnight storage of trailers may only be permitted if it is screened from all public rights-of-way. All trailers stored on site shall be registered and operable.

9. LOADING AND UNLOADING.

- a. All loading and unloading facilities shall be screened from all public rights-of-way by a screening wall and landscaping, as depicted on the attached Landscape Plan.
- b. There shall be a maximum of ten (10) dock doors permitted within Phase I.
- c. There shall be a maximum of thirteen (13) dock doors permitted within Phase II.

10. AMENITY AREA.

- a. A minimum of 200 square feet of usable amenity area shall be provided for Phase I, as depicted on the Concept Plan.
- b. A minimum of 400 square feet of amenity area shall be provided for Phase II, as depicted on the Concept Plan.
- c. The amenity areas on the Property shall include improvements defined at the time of submittal of a Building Permit. Improvements may include recreation or fitness facilities, shade structure(s) with seating area(s), or similar enhancements.

City Council

5. a.

Meeting Date: 07/11/2023

Department: Parks & Recreation

Pillars: Gold Standard in Financial Health

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

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution for appointments to the Parkland Dedication and Development Fee Study Advisory Committee.

BACKGROUND:

On April 25, 2023, Council approved a resolution for professional planning services with 110% Inc. to conduct a Parkland Dedication and Development Fee Study. The study is a recommendation of the Parks Recreation and Open Space (PROS) plan listed identifying future funding strategies to help address long-term sustainability for Addison Parks as a priority. The plan recommends the Town analyze the incorporation of park impact fees related to parkland dedication, fee-in-lieu of alternative land requirements and park development fees to address redevelopment and growth in Addison. To ensure Addison Parks are being invested in to meet future Park demands and needs while maintaining the Town's current level of service, funds in the amount of \$132,500 were included in the FY 2023 Budget. Allocated funds are intended to be used for consultant fees and reimbursable expenses to conduct a study and develop an ordinance to define the application and use of Park Impact Fees.

The consultant has begun working on the Data Collection & Analysis phase of the study.

Gathering input from the community is an important component of this process, and the consultant's scope included meeting with a Public Advisory Committee to help guide the process. Staff solicited volunteers interested in participating on the committee between June 2-21, 2023. Sixteen residents applied to serve on the committee. The applications received have been made available to the Council for review and are attached to this agenda item. Staff and the Consultant are advising that an ideal advisory committee would include representatives from all areas of Addison and reflect diversity in age and length of residency. Additionally, the ideal committee would consist of those who work in the Town, as well as those who live in Addison. The recommended committee size would be 8 participants. Staff recommends that each Council

Member appoint one member and the Mayor appoint two members to the committee. Staff is also advising the Council that another Advisory Committee will be formed for the Comprehensive Plan that will begin soon. It would be ideal for the Public Advisory Committee to have a liaison that also serves on the Comprehensive Plan Committee.

Should the Council desire to take action, the attached Resolution allows for the Council to appoint members to the Parkland Dedication and Development Fee Study Advisory Committee from the applications that have been submitted.

RECOMMENDATION:

Staff requests Council direction.

Attachments

Resolution - Public Advisory Committee

Applications

Application Matrix

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS
CREATING THE PARKLAND DEDICATION AND DEVELOPMENT FEE STUDY
ADVISORY COMMITTEE; ADOPTING COMMITTEE BYLAWS; AND
APPOINTING COMMITTEE MEMBERS.**

WHEREAS, the Town of Addison Parks Master Plan identifies a need for the Town to establish parkland dedication and development fee policies to support the creation and preservation of the Town’s public parks and open spaces; and

WHEREAS, the City Council finds that gathering input from the community is an important component of the process for establishing appropriate parkland dedication and development fee policies; and

WHEREAS, the City Council intends to herein establish the Parkland Dedication and Development Fee Study Advisory Committee (“Committee”), which will be comprised of eight (8) residents of the Town of Addison; and

WHEREAS, the Committee’s purpose will be to provide Town staff with community input in connection with the existing Addison Parks and Recreation system and to prepare one or more final recommendation(s) to the City Council concerning the implementation of new parkland dedication and development fees for the Addison Parks & Recreation system.

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

SECTION 1. The City Council hereby creates the Addison Parkland Dedication and Development Fee Study Advisory Committee to carry out the purposes set forth in this resolution.

SECTION 2. The Committee shall be advisory in nature and shall exist and operate in conformance with the Committee Bylaws attached hereto as **Exhibit A**. The Director of Parks and Recreation shall be the primary staff liaison for the Committee.

SECTION 3. The following eight (8) Addison residents are hereby appointed to serve on the Committee:

[_____]*

**Names to be filled once individuals are appointed by the City Council*

SECTION 4. This resolution shall be effective from and after the date of passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 11th day of JULY, 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

PARKLAND DEDICATION AND DEVELOPMENT FEE STUDY ADVISORY COMMITTEE

Committee Bylaws

(Adopted and Effective July 11, 2023)

PURPOSE

The Town of Addison ("Town") Parkland Dedication and Development Fee Study Advisory Committee ("Committee") will assist the City Council in fulfilling its responsibilities pertaining to parkland dedication requirements and park development fees in accordance with the Parks Master Plan, City Charter, Code of Ordinances, and applicable laws and regulations.

RESPONSIBILITIES

The Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Committee may review and make recommendations to the City Council regarding the following matters:

- Parkland Dedication Requirements;
- Parkland in Lieu of Fees;
- Park Development Fees; and
- Establishment of Level of Service Standards.

Review and recommendations regarding the foregoing shall be informed by the adopted Addison Parks Master Plan and existing Town policies, as applicable.

DURATION

The Committee is a temporary advisory committee established to make final recommendations in conformance with the Committee's purpose. Accordingly, members will serve a temporary term ending upon the earlier of (i) the City Council's acceptance of the final recommendation(s) of the Committee, or (ii) July 1, 2024, subject to the resignation or removal of a member by the City Council.

COMPOSITION

The Committee will consist of eight (8) members appointed by the City Council. One (1) member will be nominated for appointment by each of the six City Council members and two (2) members will be nominated by the Mayor. Members may be removed at any time (for any or no reason) by a simple majority vote of the City Council. In the event of removal or resignation of a member, the City Council will promptly fill the vacancy by a simple majority vote of the City Council. Members serving on the Committee must at all times be a resident of the Town of Addison.

The committee may be terminated or discontinued by the City Council at any time in the City Council's sole discretion.

EXHIBIT A

MEETINGS

It is anticipated that the Committee will meet twice per month, or as frequently as is necessary to carry out the Committee's purpose. Such meetings will be held on dates and at times as established by Town staff, provided, that staff will attempt to schedule meetings for dates and times when all Committee members can be present. All committee members are expected to attend each meeting in-person or, if available, remotely via a live two-way audio-video platform (e.g, Teams, Zoom, etc.).

Five (5) members of the Committee shall constitute a quorum of the Committee for all purposes. The affirmative vote of a majority of the members of the Committee present at a Committee meeting shall be necessary to for Committee action or to make a recommendation to the City Council.

The Director of Parks and Recreation or designee shall be present at all meetings. The committee may invite members of management, auditors, or any other persons to attend meetings. Meeting agendas will be prepared by Town staff and provided in advance to members, along with appropriate briefing materials. Meeting agendas will be posted on the Town's website and available to the public. Notwithstanding, the Committee is advisory in nature and is not required to conduct its meetings in conformance with Chapter 551 of the Texas Government Code.

[END OF COMMITTEE BYLAWS]

#1

COMPLETE

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Last Modified: Friday, June 02, 2023 5:48:03 PM
Time Spent: 00:05:37
IP Address: 172.59.197.254

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Lauren Smart

Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Both of the above

Which of the following best describes you?

Q4

40-54 years of age

To which age group do you belong?

Q5

6-10 years

How long have you lived in the Town of Addison

Q6

North Addison

Using the Key Map, in which part of Addison do you live or work?

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user
,
Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

Respondent skipped this question

Q9

Why are you interested in being a member of this Advisory Committee?

I think it's important to get more apartment residents involved in the future of Addison so that we can continue to live in the town we love.

Q10

What experiences do you have working with the Town of Addison?

I work for ExponentHr and employees often use the parks for breaks, exercise, and lunchtime.

Q11

What role do you have in the community?

Cheerleader for residents to become more involved and often promote information from the town to get residents involved.

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

More green space for team building experiences.

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

After graduating from the Addison Citizens Academy this year it made me realize just how important it is to get more apartment residents involved to improve Addison for all citizens.

#2

COMPLETE

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Last Modified: Saturday, June 03, 2023 2:58:09 PM
Time Spent: 00:09:33
IP Address: 23.118.97.63

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Robert Brewster

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

70+ years if age

Q5

How long have you lived in the Town of Addison

More than 20 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

Citizen invested in the future of Addison

How would you describe yourself?

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Why are you interested in being a member of this Advisory Committee?

I care about the beauty and recreation accessibility of my town. I have jogged every inch of the trails in Addison and I want to ensure trails and parks are available to future residents. My wife and I chose to live in Addison because of those amenities.

Q10

What experiences do you have working with the Town of Addison?

I am a graduate of the Citizens Academy.

Q11

What role do you have in the community?

None right now but I am retired and have time to serve on this committee.

Q12

Respondent skipped this question

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I want to be involved.

#3

COMPLETE

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Last Modified: Sunday, June 04, 2023 12:10:49 PM
Time Spent: 00:13:24
IP Address: 70.134.226.64

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Ron Whitehead

Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

I live in Addison

Which of the following best describes you?

Q4

70+ years if age

To which age group do you belong?

Q5

More than 20 years

How long have you lived in the Town of Addison

Q6

Southwest Addison

Using the Key Map, in which part of Addison do you live or work?

Q7

Citizen invested in the future of Addison

How would you describe yourself?

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Why are you interested in being a member of this Advisory Committee?

I value green space and trees in Addison. I know a lot about the pressure to develop property while being sensitive to the aesthetics of a community.

Q10

What experiences do you have working with the Town of Addison?

City Manager for 32 years. Citizen Academy presenter. Sam's Club 2 Committee. Charter Committee. Two boards for Metrocrest Services.

Q11

What role do you have in the community?

Just a citizen.

Q12

Respondent skipped this question

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I appreciate your consideration!

#4

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 05, 2023 11:10:23 AM
Last Modified: Monday, June 05, 2023 11:19:50 AM
Time Spent: 00:09:26
IP Address: 66.69.110.26

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Margie Gunther

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

70+ years if age

Q5

How long have you lived in the Town of Addison

16-19 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Parks & Recreation Advisory Committee Application

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

Respondent skipped this question

Q9

Why are you interested in being a member of this Advisory Committee?

Maintaining parks and appropriate land usage, limited as it is in Addison, is important to me.

Q10

What experiences do you have working with the Town of Addison?

Have been on a number of committees [ie Charter Commission, Dart Committee, Cotton Belt Study, Pand Z, City Council]

Q11

What role do you have in the community?

Volunteer and home owner; member of Addison Arbor Foundation Board

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Information on possibilities for art in the community parks

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Would be glad to help .

#5

COMPLETE

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Started: Monday, June 05, 2023 9:46:51 PM
Last Modified: Monday, June 05, 2023 10:06:50 PM
Time Spent: 00:19:58
IP Address: 107.218.238.77

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Dr Jay M Ihrig

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Tx
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

Respondent skipped this question

Q5

How long have you lived in the Town of Addison

More than 20 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

,

Citizen invested in the future of Addison,

Someone involved in the development / planning community

,

Other (please specify):

Addison Arbor Foundation

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Why are you interested in being a member of this Advisory Committee?

Interested in seeing Addison parks and plantings/trees are valued integral elements of positive growth of our community.

Q10

Respondent skipped this question

What experiences do you have working with the Town of Addison?

Q11

What role do you have in the community?

President Addison Arbor Foundation

Q12

Respondent skipped this question

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

30 year original homeowner, strong aesthetic understanding of positive/negative space, desire to see quality growth in Addison

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 08, 2023 10:22:05 AM
Last Modified: Thursday, June 08, 2023 10:25:31 AM
Time Spent: 00:03:26
IP Address: 64.28.250.2

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Adam Gordon

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

40-54 years of age

Q5

How long have you lived in the Town of Addison

11-15 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Parks & Recreation Advisory Committee Application

Q7

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

How would you describe yourself?

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Why are you interested in being a member of this Advisory Committee?

I have lived in Addison since 2007. I regularly use the AAC and walk in our parks alongside/near Beltway.

Q10

What experiences do you have working with the Town of Addison?

I took the Addison Citizens Academy. I've been an Addison Advocate Volunteer for close to 10 years.

Q11

What role do you have in the community?

I live here.

Q12

Respondent skipped this question

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Respondent skipped this question

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

#7

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 08, 2023 11:57:13 AM
Last Modified: Thursday, June 08, 2023 12:02:27 PM
Time Spent: 00:05:14
IP Address: 66.69.108.180

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Tyler Powell

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

25-39 years of age

Q5

How long have you lived in the Town of Addison

0-5 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user
,
Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

N/A

Q9

Why are you interested in being a member of this Advisory Committee?

As a homeowner in Addison and young professional, I have a vested interest in maintaining the future beauty of our town and would appreciate an opportunity to bring my inputs and professional expertise as a construction manager to the table.

Q10

What experiences do you have working with the Town of Addison?

I have not worked directly with the town of Addison previously, but look forward to starting my efforts.

Q11

What role do you have in the community?

Homeowner and aspiring volunteer/community servicemen to help promote our town.

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

N/A

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Although I do not have specific past experience volunteering or being part of committees with the Town of Addison, I am very interested in this being my start to a long journey doing so and would appreciate the opportunity to discuss the potential of my services on this board to help with the needs of the committee.

#8

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 08, 2023 8:27:11 PM
Last Modified: Thursday, June 08, 2023 8:39:48 PM
Time Spent: 00:12:36
IP Address: 24.243.86.185

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Adrienne Wright

Q2

Contact Information

Address	██████████
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	██
Phone Number	██████████

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

40-54 years of age

Q5

How long have you lived in the Town of Addison

0-5 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

Citizen invested in the future of Addison,

Someone involved in the development / planning community

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

Respondent skipped this question

Q9

Why are you interested in being a member of this Advisory Committee?

I'm interesting in helping shape the future of Addison and it's makeup of parks and living spaces. We take daily walks on the walking trails and around the pond.

Q10

What experiences do you have working with the Town of Addison?

Citizens Academy graduate in 2021.

Q11

What role do you have in the community?

We do our best to attend town events and meetings, share feedback and take surveys. I'm also a member of my HOA architectural committee that reviews any request for landscape or exterior improvements for our community.

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Respondent skipped this question

Q13

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Yes

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I'd love the opportunity to serve my community by contributing to a committee!

#9

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 09, 2023 6:58:03 AM
Last Modified: Friday, June 09, 2023 7:01:50 AM
Time Spent: 00:03:46
IP Address: 108.195.75.48

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Emily Mercer

Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

I live in Addison

Which of the following best describes you?

Q4

Under 25 years of age

To which age group do you belong?

Q5

0-5 years

How long have you lived in the Town of Addison

Q6

Central Addison

Using the Key Map, in which part of Addison do you live or work?

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

Respondent skipped this question

Q9

Why are you interested in being a member of this Advisory Committee?

I love the community that has been built and want to invest my time in making it better. I use the park every single day with my dog and it's truly the most perfect place.

Q10

What experiences do you have working with the Town of Addison?

None so far!

Q11

What role do you have in the community?

I am an active user of community services and participant in community events.

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Respondent skipped this question

Q13

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Yes

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

Respondent skipped this question

#10

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, June 10, 2023 7:48:27 AM
Last Modified: Saturday, June 10, 2023 8:03:36 AM
Time Spent: 00:15:09
IP Address: 99.7.17.96

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Douglas Dymont

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

55-69 years of age

Q5

How long have you lived in the Town of Addison

More than 20 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Parks & Recreation Advisory Committee Application

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user
,
Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

NA

Q9

Why are you interested in being a member of this Advisory Committee?

I think green spaces and vibrant, healthy parks are important for residents to enjoy. For future development plans, Addison needs to insure that additional green spaces and parks are planed, funded and developed.

Q10

What experiences do you have working with the Town of Addison?

I contacted Parks and Recreation Dept and Jana Tidwell to request landscaping be installed along the border of the south end of the Linear Park.

Q11

What role do you have in the community?

NA

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

NA

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I believe Addison parks and green spaces are our number one asset and priority.

#11

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 12, 2023 10:15:27 AM
Last Modified: Monday, June 12, 2023 10:20:52 AM
Time Spent: 00:05:25
IP Address: 70.124.250.50

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Ken Pittman

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75254
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Both of the above

Which of the following best describes you?

Q4

55-69 years of age

To which age group do you belong?

Q5

0-5 years

How long have you lived in the Town of Addison

Q6

East Addison

Using the Key Map, in which part of Addison do you live or work?

Parks & Recreation Advisory Committee Application

Q7

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

How would you describe yourself?

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Why are you interested in being a member of this Advisory Committee?

help guide Addison in offering healthy park options

Q10

What experiences do you have working with the Town of Addison?

Worked with town to improve property, address issues; attend public meetings

Q11

What role do you have in the community?

n/a

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

n/a

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

long-time resident of near-by Dallas suburb and have used Addison services and resources for years

#12

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, June 15, 2023 11:04:55 AM
Last Modified: Thursday, June 15, 2023 11:24:17 AM
Time Spent: 00:19:22
IP Address: 23.118.97.175

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Gabriela Imperial

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

40-54 years of age

Q5

How long have you lived in the Town of Addison

6-10 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

How would you describe yourself?

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

N/A

Q9

Why are you interested in being a member of this Advisory Committee?

Although currently I'm not involved in the professional community, I have many credentials that would make a great fit for this opportunity such as my Master in Sustainable Development from SMU, a LEED Green Associate credential, and a certification in Outdoor Learning Spaces for Early Childhood from the North Carolina State University.

My family enjoys all of the easy access and well connected parks in Addison, and would love to provide our input as regular users for future development.

Q10

What experiences do you have working with the Town of Addison?

None

Q11

What role do you have in the community?

Mom of two small girls (2 and 5 years old)

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

N/A

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

As a person with academic experience on subjects as nature spaces and how to connect people to them, I can get so many ideas or suggestions as how to improve Addison's open spaces, so I find this volunteer position as a great way to be able to concretely propose ideas in a real life scenario with constraints.

#13

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, June 16, 2023 4:48:02 PM
Last Modified: Friday, June 16, 2023 4:56:11 PM
Time Spent: 00:08:09
IP Address: 107.137.234.148

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

David Markel

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	Tx
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Which of the following best describes you?

I live in Addison

Q4

To which age group do you belong?

70+ years if age

Q5

How long have you lived in the Town of Addison

More than 20 years

Q6

Using the Key Map, in which part of Addison do you live or work?

Southwest Addison

Q7

Citizen invested in the future of Addison

How would you describe yourself?

Q8

Respondent skipped this question

Name of the Organization / Business your represent, along with the address (if applicable)

Q9

Respondent skipped this question

Why are you interested in being a member of this Advisory Committee?

Q10

What experiences do you have working with the Town of Addison?

Addison business development board and Addison Zoning appeals board

Q11

What role do you have in the community?

Citizen

Q12

Respondent skipped this question

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Respondent skipped this question

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

#14

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, June 19, 2023 1:45:06 PM
Last Modified: Monday, June 19, 2023 2:12:46 PM
Time Spent: 00:27:40
IP Address: 108.195.73.179

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

MIKE ONEAL

Q2

Contact Information

Address	[REDACTED]
City/Town	ADDISON
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Both of the above

Which of the following best describes you?

Q4

55-69 years of age

To which age group do you belong?

Q5

6-10 years

How long have you lived in the Town of Addison

Q6

Central Addison

Using the Key Map, in which part of Addison do you live or work?

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user
,
Citizen invested in the future of Addison

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

Respondent skipped this question

Q9

Why are you interested in being a member of this Advisory Committee?

Very interested in anything that would affect the parks and trail systems in Addison - I use them literally every day.

Q10

What experiences do you have working with the Town of Addison?

Citizens Academy

Q11

What role do you have in the community?

District A Townhomes Landscape Committee

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

None

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

BS Degree in Horticulture; have owned my own business for +30 years developing software for botanical gardens and arboreta and consulting on collections management; +30 year member of American Public Gardens Association (APGA). I have been an advocate and supporter of parks and public gardens my entire career.

#15

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 21, 2023 4:53:33 PM
Last Modified: Wednesday, June 21, 2023 5:25:51 PM
Time Spent: 00:32:17
IP Address: 68.65.212.70

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Logan Nichole Nevonen

Q2

Contact Information

Address	[REDACTED]
Address 2	[REDACTED]
City/Town	Addison
State/Province	Texas
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

I live in Addison

Which of the following best describes you?

Q4

25-39 years of age

To which age group do you belong?

Q5

0-5 years

How long have you lived in the Town of Addison

Q6

Southwest Addison

Using the Key Map, in which part of Addison do you live or work?

Parks & Recreation Advisory Committee Application

Q7

How would you describe yourself?

Park Enthusiast, parks and trail user, Recreation user / Athletic Club user

Citizen invested in the future of Addison,

Someone involved in the development / planning community

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

I do not represent an organization or business.

Q9

Why are you interested in being a member of this Advisory Committee?

I am interested in being a member of the Advisory Committee because I am an Addison resident who regularly uses the parks, trails, and facilities (Addison Athletic Club and pickleball courts) in the community. These amenities are what encouraged me to move to Addison Circle as a young professional in 2019 and to move back to Vitruvian Park with my husband in 2022. We both have loved using the trails, especially in Vitruvian Park, along with the pickleball courts to stay active and healthy. I hope to offer recommendations that help the Town of Addison parks and trails continue to thrive.

Q10

What experiences do you have working with the Town of Addison?

I do not have any experience working with the Town of Addison.

Q11

What role do you have in the community?

I actively participate at community events; most recently attending Vitruvian Nights Live in June with my husband. My husband and I also participated in the beginner pickleball league this year.

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

I am not affiliated with an organization or business.

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

I am proud to call Addison "home" and look forward to the opportunity to increase the quality of the town's parks and trails.

#16

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Wednesday, June 21, 2023 10:18:44 PM
Last Modified: Wednesday, June 21, 2023 11:03:34 PM
Time Spent: 00:44:50
IP Address: 204.10.190.10

Page 1: Park Land Fee Study Advisory Committee Application

Q1

Name

Jessica Zazzara

Q2

Contact Information

Address	[REDACTED]
City/Town	Addison
State/Province	TX
ZIP/Postal Code	75001
Email Address	[REDACTED]
Phone Number	[REDACTED]

Q3

Both of the above

Which of the following best describes you?

Q4

25-39 years of age

To which age group do you belong?

Q5

6-10 years

How long have you lived in the Town of Addison

Q6

Southwest Addison

Using [REDACTED]
[REDACTED]

Parks & Recreation Advisory Committee Application

Q7

How would you describe yourself?

Citizen invested in the future of Addison,
Someone involved in the development / planning
community
An Addison business community representative

Q8

Name of the Organization / Business your represent, along with the address (if applicable)

UDR (Vitruvian Park) @ 3875 Ponte Avenue, Suite #400, Addison, TX 75001

Q9

Why are you interested in being a member of this Advisory Committee?

Following my participation on the PAC for Addison's City-Wide Trails Master Plan, I am interested in being a member of this Advisory Committee due to my strong relationship with the Town of Addison, general knowledge of parks and those within TOA.

Q10

What experiences do you have working with the Town of Addison?

I am the UDR Special Events & Projects Manager. I have been at the Vitruvian Park development for 10+ years; 9 of which were with Development. As a result, I am the liaison responsible for UDR's ongoing partnership with the Town of Addison.

Q11

What role do you have in the community?

Aside from my role as liaison (mentioned above), I created, program, and direct all large-scale public events at Vitruvian Park. Additionally, I manage all undeveloped UDR owned land, serve as the UDR PM for any park-related projects, as well as PM for the majority of development-related projects (post-construction). I am also responsible for creating UDR's annual Vitruvian Park development-wide pool security initiative. I have and continue to manage Vitruvian Park's social media efforts and serve as UDR's spokesperson at the development (for public relation purposes).

Q12

If you are affiliated with an organization or business, what benefits would you or your organization reap from this process?

Yes, UDR (at Vitruvian Park).

I do not believe UDR nor I would reap any additional benefits than those when I participated in previous committees; volunteer my knowledge and experience, and collaborate with peers who share a common interest - the continued success of Addison.

Parks & Recreation Advisory Committee Application

Q13

Yes

Do you have the ability to serve this process (meetings approximately twice per month; up to 2-hour meetings?)

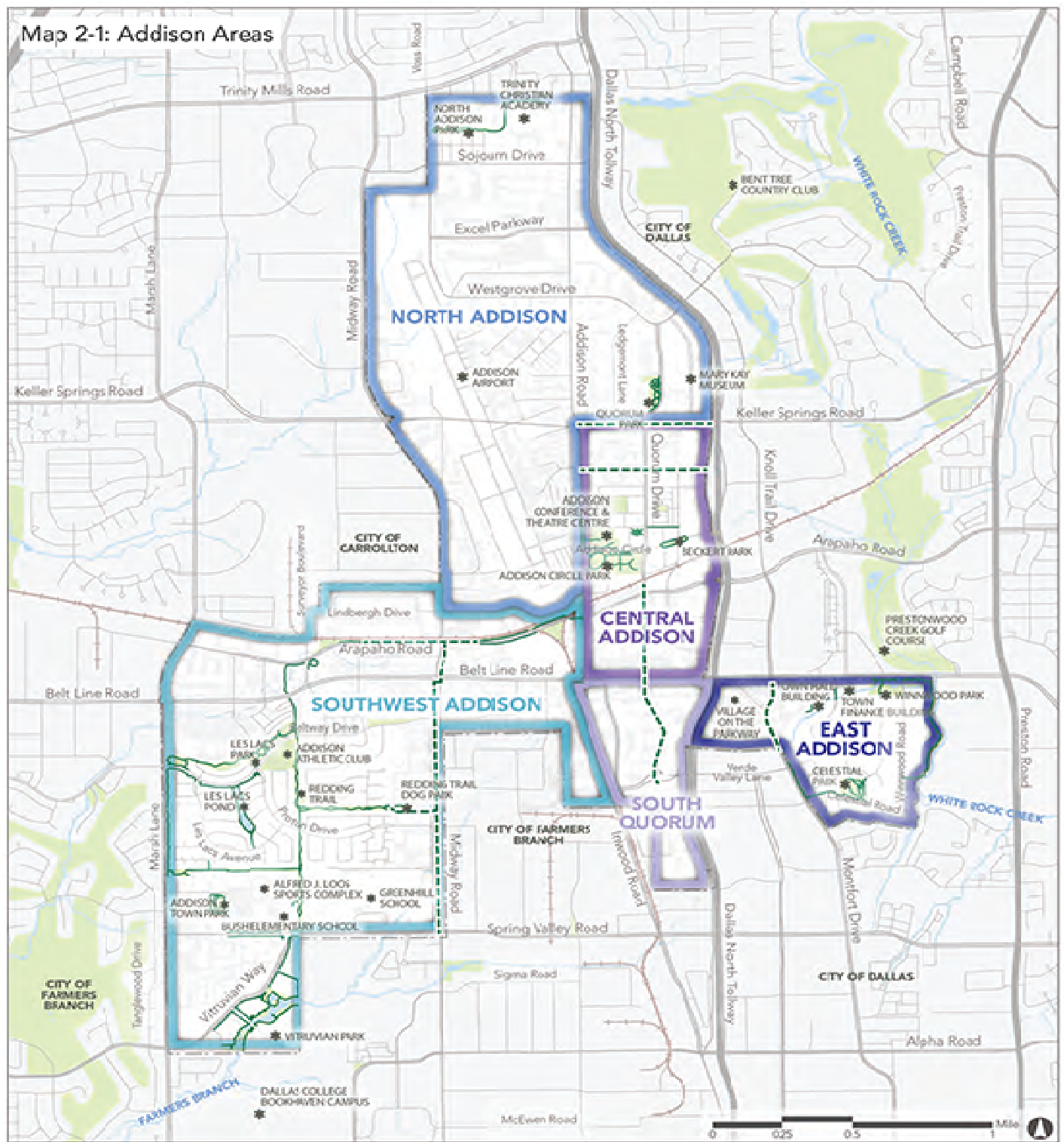
Q14

Is there anything else you would like to tell us about yourself that will help the Town Council in its selection of Committee Members?

N/A

Advisory Committee Applicants for the Parkland Dedication and Development Fee Study

Applicant Name	Live or Work in Addison	Age Group	Years in Addison	Residence Location
Lauren Smart	Both	40-54 Years of Age	6-10 Years	North Addison
Robert Brewster	Live	70+ Years of Age	20+ Years	Southwest Addison
Ron Whitehead	Live	70+ Years of Age	20+ Years	Southwest Addison
Margie Gunther	Live	70+ Years of Age	16-19 Years	Southwest Addison
Dr. Jay M Ihrig	Live	Skipped	20+ Years	Southwest Addison
Adam Gordan	Live	40-54 Years of Age	11-15 Years	Southwest Addison
Tyler Powell	Live	25-39 Years of Age	0-5 Years	Southwest Addison
Adrienne Wright	Live	40-54 Years of Age	0-5 Years	Southwest Addison
Emily Mercer	Live	Under 25 Years of Age	0-5 Years	Central Addison
Douglas Dymet	Live	55-69 Years of Age	20+ Years	Southwest Addison
Ken Pittman	Both	55-69 Years of Age	0-5 Years	East Addison
Gabriela Imperial	Live	40-54	6-10 Years	Southwest Addison
David Markel	Live	70+ Years of Age	20+ Years	Southwest Addison
Mike Oneal	Both	55-69 Years of Age	6-10 Years	Central Addison
Logan Nichole Nevenen	Live	25-39 Years of Age	0-5 Years	Southwest Addison
Jessica Zazzara	Both	25-39 Years of Age	6-10 Years	Southwest Addison



LEGEND

- Addison Boundary
- Roadway
- Pavement
- Parks/Open Space/Golf
- Water Body
- ★ Major Destination
- River/Stream
- Creek Channel
- Rail
- Existing Addison Trail
- Funded Trail Project (5-year Capital Improvements Program)

AREAS OF ADDISON

- North Addison
- Central Addison
- Southwest Addison
- South Quorum
- East Addison

City Council

5. b.

Meeting Date: 07/11/2023

Department: City Secretary

Pillars: Optimize the Addison Brand

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider action on a Resolution accepting the resignation of Place 7 Planning & Zoning Commissioner, appointing a new Place 7 Member and appointing a member to Development Code Review Special Project Committee.

BACKGROUND:

On June 20, 2023, Planning & Zoning Commission Chairman Tom Souers submitted his letter of resignation, leaving the Place 7 appointment vacant. The Development Code Review Special Project Committee also has one opening. At the request of Mayor Arfsten, the attached Resolution has been prepared to accept the resignation, appoint an individual to fill the Planning & Zoning Commission Place 7 and to appoint a new Development Code Review Special Project Committee Member.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Appointments

Resignation - Tom Souers

RESOLUTION NO. R23-___

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS ACCEPTING THE RESIGNATION OF PLANNING & ZONING COMMISSION MEMBER PLACE 7 AND APPOINTING A NEW COMMISSIONER FOR A TERM ENDING DECEMBER 2023 AND APPOINTING A MEMBER TO THE DEVELOPMENT CODE REVIEW SPECIAL PROJECT COMMITTEE.

WHEREAS, the Town of Addison’s current zoning and development regulations are being reviewed to reflect new uses and technologies that were not contemplated when the code was initially drafted decades ago; and

WHEREAS, the Town’s Home Rule Charter created a 7-member Planning & Zoning Commission to review and make recommendations to the City Council regarding the adoption of the Comprehensive Plan and Comprehensive Plan amendments, review and make recommendations regarding zoning changes, subdivision plats, Planned Area Developments, and other land development changes; and

WHEREAS, the City Council created the Development Code Review Special Project Committee on September 27, 2018 via Resolution No. R18-079 to develop a single regulatory document that guides development within the Town to include zoning and subdivision regulations, infrastructure requirements, design guidelines, landscaping standards, sign regulations; and

WHEREAS, through this joint effort between the Planning & Zoning Commission and the Development Code Review Special Project Committee, the Town’s current zoning and development regulations will be reviewed, as well as pare down uses and zoning districts that are no longer utilized. These regulations will be updated as appropriate and incorporated into the UDC in a manner that is streamlined and user-friendly.

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

SECTION 1. The current member serving in Place 7 for the Planning & Zoning Commission, Tom Souers, resigned on June 20, 2023. His term has six (6) months remaining, expiring on December 31, 2023. The City Council accepts the resignation of Planning & Zoning Commissioner Place 7 - Tom Souers effective June 20, 2023.

SECTION 2. The current Development Code Review Special Projects Committee was appointed on September 27, 2018, via Resolution No. R18-079 with a total of twelve members. Currently there is one (1) opening on this Committee.

SECTION 3. Mayor Bruce Arfsten hereby appoints _____ to complete the term of Place 7 of the Planning & Zoning Commission and _____ to the Development Code Review Special Projects Committee.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED and **ADOPTED** by the City Council of the Town of Addison, on this the 11th day of JULY 2023.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

To: Ken Schmidt, Development Services Director; Lesley Nyp Planning and Development Manager; and all my fellow Planning and Zoning Commissioners

It is indeed with profound sadness that I need to inform you that I have just submitted my official letter of resignation to Ken and Bruce Arfsten, as Planning and Zoning (P&Z) Chair and Commissioner effective today, June 20, 2023.

This seemingly abrupt decision has actually been the subject of multiple discussions between my wife and I for several years. The timing, though, was always not for another year or two. But a number of recent family events, as well as my wife and my own personal situations, unfortunately accelerated the timetable. To be honest, it even caught us a bit off-guard, and we are still wrestling with this decision and adjusting to what will be our "new normal". We have loved every day for the past 20 years we have lived in Addison. The amenities, the opportunities to serve this community, the responsiveness of community leaders to residents, to say nothing of the quick response of fire and police that keep us all safe, are all very hard to leave.

The most immediate impact of our decision is that we will be relocating to the White Rock Lake area in early August. At that time, Dallas will become our primary residence and thus disqualifies me from being a member of the Addison P&Z Commission.

Being a part of the P&Z Commission for these past 5-1/2 years has been one of the highlights of my life-path. To have participated in a number of significant applications which will have lasting impact on the Town has been a singular honor and privilege. Most notably, I look forward to the near future when I can visit, dine, and drink at the Transit Oriented Development. Or perhaps return one day as a resident of the Treehouse mixed use development. But participating in bringing smaller applicants to local neighborhoods, like Jeni's Ice Cream in Prestonwood, or Dutch Brothers Coffee on Marsh, have been just as satisfying in their own way.

But nothing compares to the time I have spent getting to know, listening to, and debating with all you, my fellow P&Z commissioners, as well as staff members of Addison Development Services department. In this divisive world that seemingly surrounds us at all times, it has been a monthly reminder there are still reasonable, ethical, empathetic, and community focused people that help to not only equal, but indeed offset the often daily discouraging news.

I fully recognize my resignation may cause some stress for my replacement, presumably it will be Chris, to make this rapid and unexpected adjustment to Chair. I can only offer my sincerest apologies to you, Chris, and all members of the P&Z team, my best wishes.

I will miss our monthly meetings and interactions. Particularly you, Bob. As my only remaining fellow alumni of the Class of 2018, your presence and contributions at each meeting over the past 5-1/2 years has been a comfort and reassurance to me, personally. Thank you, all, for allowing me to be a part of Addison P&Z, as well as your confidence in me during my tenure as Chair.

Very truly yours,



Tom Souers

P&Z Commissioner January 2018 – June 2023

Submitted this 20th day of June 2023