

Addison City Council Meeting September 26, 2023 Addison Conference Centre 15650 Addison Road Addison, Texas 75001

Amended: 9/26/2023 - Addition of Council

Questions & Answers

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 in the Council Chambers beginning at 6:00 PM.

- 1. Call Meeting to Order and Announce that a Quorum is Present.
- 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. Council Member Clarification Requests Regarding Consent Agenda Items.
- 4. Council Questions and Answers.
- 5. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):
 - Section 551.071(1)(A). Consultations with Attorney to seek advice of attorney about pending or contemplated litigation.

White Rock Chapel

6. **Open Meeting.** 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.

7. Work Session Reports

a. Present and discuss the format for the Town Meeting on October 30, 2023.

COUNCIL MEETING

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

- 1. **Pledge of Allegiance.** United States and Texas Flags
- 2. **Proclamations / Presentations**
 - a. City Manager's Announcements
 - b. Employee Recognition
 - c. Recognize September as National Food Safety Awareness month and present the 2023 Addison Foodservice Safety and Sanitation Awards.
 - d. Recognize October 5, 2023 as World Teachers' Day and show support for the #TeachersCan movement.
- 3. **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.

- 4. **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 September 12, 2023 City Council Meeting.
 - b. Consider action on a Resolution approving a construction services agreement with APR Group, Inc. (APR) for Addison Athletic Club Fitness Wing Wall Treatments- Greenscreen Installation and authorizing the City Manager to execute the agreement in an amount not to exceed \$178,894.
 - c. Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Cobb Fendley & Associates, Inc. (Cobb Fendley) to provide supplemental staff support for the management of design and construction projects and authorizing the City Manager to execute the agreement in an amount not to exceed \$466,000.

5. Items for Individual Consideration.

- a. Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2023.
- b. Present, discuss, and consider action on the first reading of an Ordinance extending the existing franchise between the Town and Atmos Energy Corporation.
- c. Present, discuss, and consider action on a Resolution for appointments to the Comprehensive Plan Advisory Committee (CPAC).

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: Irma Parker	
Date posted: 9/21/2023 Time posted:	6:30PM
Date removed from bulletin board:	
Removed by:	

City Council 4.

Meeting Date: 09/26/2023

Department: General Services

AGENDA CAPTION:

Council Questions and Answers.

BACKGROUND:

The Council Questions and Answer document, along with any handout(s) provided during the meeting, will be attached below. Due to the requirement to post the agenda prior to these attachments being created, the Council Questions and Answers document will be uploaded just prior to the meeting. Any handouts presented during the meeting will be added on the next business day.

RECOMMENDATION:

Information only. No action required.

Attachments

Questions & Answers: 9/26/2023



Answers to Council Questions – September 26, 2023

Consent Items

Item #4.b: Consider action on a Resolution approving a construction services agreement with APR Group, Inc. (APR) for Addison Athletic Club Fitness Wing Wall Treatments-Greenscreen Installation and authorizing the City Manager to execute the agreement in an amount not to exceed \$178,894.

Question 1: Are there any other needs for funds at the fitness center beyond the green screen? If so, what are they and what are the expected costs for each?

Response: The immediate needs for FY2024 were included in the budget that was approved by Council this month. They are related to replastering / tiling the outdoor pools (\$339,743) and updates to signage, door hardware and the lifeguard breakroom (\$57,000)

Question 2: Can you provide pictures of a greenscreen?





Answers to Council Questions – September 26, 2023



Item #4.c: Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Cobb Fendley & Associates, Inc. (Cobb Fendley) to provide supplemental staff support for the management of design and construction projects and authorizing the City Manager to execute the agreement in an amount not to exceed \$466,000.

Question 1: In Exhibit A, "Scope of Services", 1. F.

The schedule and compensation stated in this agreement shall have a term (the "Term") of two (2) years, commencing on the Effective Date. The term will be automatically renewed at the end of the initial and each subsequent term for an additional period of one (1) year, unless either party notified the other at least 30 days prior to the end of a



Answers to Council Questions – September 26, 2023

particular term that such party does not wish to renew, unless otherwise terminated as provided in this agreement.

Does the Town prefer this auto-renew or "evergreen" clause? What options do we have to not make this auto-renew?

Response: This clause is part of the proposal sent by the consultant. Section 8, Paragraph (b) of the agreement allows the Town to terminate the agreement at any time with 30 days' notice to the consultant.

The agreement is ultimately limited by the not to exceed dollar amount specified, equating to two years' worth of work. Substantive changes to add another year would require future Council approval.

Individual Consideration

Item #5.a: Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2023.

Question 1: Could the cost for the repair of the bus shelter not be covered by the insurance company of the motorist that hit it?

Response: The costs were recouped from the motorist's insurance. However, a budget amendment is still required because the funds for replacement of the shelter were spent out of the Parks Operations budget.

City Council 7. a.

Meeting Date: 09/26/2023 **Department:** City Manager

Pillars: Gold Standard in Customer Service

Milestones: Continue development and implementation of the Long-Term Financia

Plan

AGENDA CAPTION:

Present and discuss the format for the Town Meeting on October 30, 2023.

BACKGROUND:

Town Meetings are held twice a year in the spring and fall. This year, the fall meeting is scheduled for October 30 at 7:00 pm at the Addison Conference Centre.

RECOMMENDATION:

Staff seeks Council direction.

City Council 2. a.

Meeting Date: 09/26/2023

Department: Information Technology

AGENDA CAPTION:

City Manager's Announcements

BACKGROUND:

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

RECOMMENDATION:

Information only.

City Council 2. b.

Meeting Date: 09/26/2023

Department: Information Technology

AGENDA CAPTION:

Employee Recognition

BACKGROUND:

The City Manager will recognize an employee for his/her service to the Town.

RECOMMENDATION:

Information only.

City Council 2. c.

Meeting Date: 09/26/2023

Department: Development Services

Pillars: Optimize the Addison Brand

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Recognize September as National Food Safety Awareness month and present the 2023 Addison Foodservice Safety and Sanitation Awards.

BACKGROUND:

September is National Food Safety Awareness month. To support this public health campaign, the Town of Addison's Environmental Health Division annually recognizes foodservice establishments in the Town that have achieved and maintained the highest standards of food, safety, and sanitation. There are three categories of awards: full-service dining, fast food, and sandwich/deli shops. Winners are selected based on their inspection results for the calendar year. The 2023 award winners include:

Full-Service Dining:

- Olive Garden (4240 Belt Line Road)
- Yard House (5100 Belt Line Road, #230)

Fast Food:

Chick-Fil-A (3725 Belt Line Road)

Sandwich/Deli Shops:

Dunn Brothers (3781 Belt Line Road)

RECOMMENDATION:

Present the 2023 Addison Foodservice Safety and Sanitation Awards.

Attachments

Proclamation - Food Safety Month







be it proclaimed by the Mayor

Town of Addison

WHEREAS, food that has been prepared by others should meet or exceed established standards of safety; and

WHEREAS, in Addison, more than 280 facilities provide food service to the public, including restaurants, grocery stores, and mobile food vendors; and

WHEREAS, more than 3,000 people are employed by the food service industry in Addison; and

WHEREAS, the risk of foodborne illness is ever present in the lives of Addison citizens and visitors and preventive measures should be taken to protect the public health; and

WHEREAS, the Town of Addison is working with the Texas Department of State Health Services and the North Texas Chapter of the Texas Environmental Health Association to encourage education and training in good food handling practices for foodservice workers

NOW, THEREFORE, I, Bruce Arfsten, the Mayor of the Town of Addison, and on the behalf of Addison City Council, do hereby proclaim the month of September 2023, as

FOOD SAFETY AWARENESS MONTH

In the Town of Addison, in recognition of the efforts of the Addison Environmental Health Division and local restaurants to protect the public from foodborne illnesses.

TOWN OF ADDISON, TEXAS
Bruce Arfsten, Mayor
ATTEST:
Irma G. Parker, City Secretary





City Council 2. d.

Meeting Date: 09/26/2023 **Department:** City Manager

AGENDA CAPTION:

Recognize October 5, 2023 as World Teachers' Day and show support for the #TeachersCan movement.

BACKGROUND:

World Teachers' Day is a way to honor our teachers for being a guiding light for our students, our communities, and our state.

Texas teachers continue to adapt to a new normal. They remain relentlessly optimistic and continue to persevere under difficult circumstances and continue to prioritize students and families. As such, World Teachers' Day was birthed by #TexasCan, a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

RECOMMENDATION:

Proclaim October 5th as World Teachers' Day.

Attachments

Proclamation - Addison Teacher's Day



Proclamation



be it proclaimed by the Mayor

Town of Addison

WHEREAS, Addison, Texas' future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, teachers have demonstrated great resilience, adaptability, and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports teachers in educating the children of this community; and

WHEREAS, #*TeachersCan* is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the criticalrole teachers play in the success of Texas; and

Now therefore, be it resolved that the Town of Addison joins #*TeachersCan* and its partnering entities across Texas in celebrating World Teachers' Day and proclaims October 5, 2023, as

Addison Teachers' Day

Be it further resolved that, I, Bruce Arfsten, Mayor of the Town of Addison along with the Addison City Council encourage members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our educators.

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Bruce Arts	ten, Mayor
ATTEST:	:
Irma G. Pa	arker, City Secretary



City Council 4. a.

Meeting Date: 09/26/2023 **Department:** City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the September 12, 2023 City Council Meeting.

BACKGROUND:

The minutes for the September 12, 2023 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - September 12, 2023

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 12, 2023

Addison Conference Center 15650 Addison Road, Addison, TX 75001 6:00 p.m. Work Session 7:30 p.m. Regular Meeting

Present:

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

WORK SESSION

- 1. **Call Meeting to Order and Announce that a Quorum is Present.** Mayor Arfsten called the meeting to order and announced a quorum was present at 6:00 P.M.
- 2. Pledge of Allegiance. United States and Texas Flags
- 3. 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.
- 4. Council Member Clarification Requests Regarding Consent Agenda Items.
- 5. Council Questions and Answers.
- 6. Closed Meeting. The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following items:
 - <u>Section 551.074 (a) (1) Personnel Matters</u> to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee:
 - o City Secretary Recruitment Process.

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

7. Open Meeting. 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.

Mayor Arfsten convened the City Council into Open Session at 6:34 P.M. No action was taken as a result of the Closed Session.

8. Work Session Reports

a. <u>Present and discuss an update on the Les Lacs Pond Improvement Project.</u> [Assistant Parks Director Joe Pack]

On August 23, 2023, staff made a presentation to community members regarding information about the Les Lacs Pond Improvement Project. The presentation was made at the Addison Athletic Club and over 90 people were in attendance. A condensed version of the August 23rd presentation was made by staff which included the following:

- Background information for the project.
- An overview of the construction documents.
- The contractor procurement process and proposed construction schedule.
- Construction considerations.
- Diagrams for construction access and storage, perimeter fencing and alternate walking paths.

COUNCIL MEETING

The Addison City Council convened at 7:30 PM in the Council Chambers - Buckthorn/Sycamore Rooms.

1. **Proclamations / Presentations**

- a. City Manager's Announcements
- b. Employee Recognition
 - i. Finance Department: Burdet Manager Kristen Solares presented by Chief Financial Officer Steven Glickman
 - ii. Addison Airport: Airport Management Assistant Nola Samuels
- 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 anitem is requested, it will be pulled from the Consent Agenda and discussed separately.

- a. Consider action on the Minutes from the August 22, 2023 City Council Meeting.
- b. Consider action on the Minutes from the September 5, 2023 Special City Council Meeting.
- c. Consider action on change order #2 to the contract with Rey-Mar Construction, LLC., for the fiscal year 2023 on-call water and sewer line repairs and authorize the City Manager to execute the change order in an amount not to exceed \$100,000.
- d. Resolution No. R23-070: Consider action on a Resolution approving an agreement for professional engineering services between the Town of Addison and Alliance Geotechnical Group Inc. to perform materials testing services as quality assurance for the materials utilized in the construction of the Keller Springs Reconstruction Project and authorize the City Manager to execute the agreement in an amount not to exceed \$118,240.
- e. Resolution No. R23-071: Consider action on a Resolution approving a Memorandum of Understanding (MOU) between the Town of Addison and the Dallas ISD Police Department setting forth the policies and procedures for the respective police departments when providing services at Dallas ISD facilities in Addison.

MOTION: Council Member Willesen moved to approve 3(a-e) CONSENT AGENDA as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

4. **Public Hearings.**

a. Ordinance No. O23-38: Hold a public hearing, present, discuss, and consider action on a request to rezone 10.1± acres generally located at the southeast corner of Belt Line Road and Surveyor Boulevard, from Planned Development (PD) to the Belt Line District, to allow a mixed use development comprised of multifamily residential and live/work dwelling units (apartment complex), townhomes (single-family unit, attached), restaurant and retail uses, and associated private open space and common areas, through the approval of a concept plan and associated major waiver requests related to block length, 4th floor building façade setback, freestanding restaurant building height, building entry and parking structure design requirements. Case 1877-Z/Trammell Crow Mixed Use. [Director of Development Services Ken Schmidt]

This proposed rezoning is strongly aligned with the 2006 Belt Line Corridor Vision and the Belt Line District, as well as the 2013 Comprehensive Plan. This development proposal models an appropriate mix of uses for future mixed-use projects in Addison, and as such, it merits consideration as an exceptional project that should be considered in spite of the market dynamics that do not position it to increase the proportion of fee simple housing in Addison's housing mix. The proposed concept plan and associated major waiver requests are appropriate and remain very consistent with the intent of the Belt Line District. The approval conditions negotiated by the applicant and Town staff will help mitigate concerns shared by the community related to property management and maintenance, the quality of the retail environment, mitigation of traffic impacts, certainty on the delivery of the fee simple townhome component of the project, quality streetscape design at the property frontages and in the interior of the site, and the

incorporation of sustainable design practices in the project. Aggressive land assemblies such as this are tremendously complex endeavors and require a level of risk that needs to be supported by a predictable and strong return on investment. What is proposed by the applicant for this site reflects that and also provides a cohesive development vision from a development team that has a strong record of success delivering on their vision. If this project does not advance, the likely path forward for this site is one of several scenarios: 1) the existing condition remains with limited reinvestment in the property; 2) fragmented redevelopment occurs, resulting in a mix of development contexts that lack coordination and cohesiveness, but that still bring the other impacts of change, i.e. increased traffic; or 3) time 13 passes and a similar project anchored by rental housing is proposed, as we have consistently seen in Addison and in other redeveloping communities in the region, that having a rental housing component in these large projects allows developers to mitigate the risk presented by rising development costs and more economically fragile classes of real estate. Staff recommends approval of the request subject to the conditions specified in the Exhibit B.

In accordance with Town Ordinances and State Statutes, The Town notified adjacent property owners (within 200 feet) and DISD. At the time of packet posting, staff has received one response (support).

The Addison Planning and Zoning Commission, meeting in regular session on August 15, 2023, voted to recommend approval of a request to rezone 10.1± acres generally located at the southeast corner of Belt Line Road and Surveyor Boulevard, from Planned Development (PD) to the Belt Line District, to allow a mixed use development comprised of multifamily residential and live/work dwelling units (apartment complex), townhomes (single-family unit, attached), restaurant and retail uses, and associated private open space and common areas, through the approval of a concept plan and associated major waiver requests related to block length, 4th floor building facade setback, freestanding restaurant building height, building entry and parking structure design requirements, subject to the items identified in the conditions exhibit.

Public Hearing

Against: John Brandon, 3915 Bobbin Lane; Nancy Wright, 4111 Rive Lane; Robert Jacoby, 4016 Rive Lane; David Collins and Valerie Collins – Citizens of Addison, Texas, 14778 Wayside Ct.; Linda Maturey, 3880 Ridgelake Ct; Sherri Cook, 4108 Oberlin Way; Lorrie Semler, 14821 LeGrande; Laura Clegg, 3800 Lakeway Ct; Alejandra Gutierrez, 3912 Morman Lane; Giorgio Saez, 3912 Morman Lane; Vincent Gallagher, 3924 Asbury Lane.

For: Britton Wells, 5080 Spectrum Dr., Ste 530E; Jim Duffy, 3887 Ridgelake Ct.

Editor's Note: Council Member Liscio submitted a Conflict of Interest Statement and did not participate in this discussion. The Statement will be attached to these minutes and made a part of these minutes.

<u>AMENDMENT:</u> Council Member Willesen moved to amend 1877-Z/Trammell Crow Mixed Use as follows: Add requirement that the Belt Line Road Trail be constructed at this frontage at 8 feet in width and included in Exhibit B (2) Approved Conditions – Site and Building Design Conditions. Mayor Arfsten seconded the motion. Motion carried unanimously.

MOTION: Mayor Pro-Tempore Resnik moved to adopt Case 1877-Z/Trammell Crow Mixed Use Amendment as presented. Council Member Craig seconded the motion. Motion carried 5-1 with Council Member Willesen voting Nay.

b. Ordinance No. 023-39: Hold a public hearing, present, discuss, and consider action on a request to amend the permitted uses and development plans for Planned Development (PD) Ordinance No. 020-53, for a 0.57± acre property located at 4900 Arapaho Road, to allow multifamily residential use, not to exceed one dwelling unit, within a 5-story commercial building. Case 1890-Z/4900 Arapaho Road (One Addison Place PD Amendment). [Planning & Development Manager Lesley Nyp]

This request is specific to the 0.57-acre property located at 4900 Arapaho Road. On November 10, 2020, the City Council approved the rezoning of the property to Planned Development (PD) District, through Ordinance O20-53, based on the Urban Center (UC) district. The property is currently under construction to develop a five-story commercial building. In 2022 the Town engaged an aviation planning consultant to conduct modeling to determine current noise conditions in the vicinity of Addison Airport. This modeling modified the noise contours, moving the subject property outside of the 65 decibels noise contour line, which restricts residential uses. PD, Ordinance No. O20-53 prohibited residential uses because it was within the noise contour. This PD amendment request is to allow multi-family as a permitted use. A maximum of one dwelling unit is proposed on site.

With this request, the fifth and top floor of the building will be used as one 4,298 square foot residential unit. It is the intent of the property owner, Bob Baumann, to utilize the top floor as his residence. The property owner does not intend to sell this residential unit as a condo. The first through fourth floors of the building will remain as parking and nonresidential uses. There are no modifications proposed to the site, landscaping, or building facades with this request. No modifications are proposed to the parking floors approved by Ordinance No. O20-53.

No modifications are proposed to the exterior facades approved by Ordinance No. O20-53. No modifications are proposed to the landscaping or open space approved by Ordinance No. O20-53. 2

The Addison Planning and Zoning Commission, meeting in regular session on August 15, 2023, voted to recommend approval of a request to amend the permitted uses and development plans for Planned Development (PD) Ordinance No. O20-53, for a 0.57± acre property located at 4900 Arapaho Road, to allow multifamily residential use within a 5-story commercial building, with the following condition: A maximum of one residential unit is permitted on site.

Staff concurs with the Planning & Zoning Commission and recommends approval. The airport noise contour no longer restricts residential uses on the subject property and will permit the structure to be mixed use, allowing residential, retail, and offices uses, which is consistent with the Urban Center district. This request proposes one residential unit on the subject property, which is unlikely to create more demand on site than the current permitted uses, such as retail or office. Additionally, having person(s) residing on site is likely to increase security of the immediate area. Staff recommends approval of the request, subject to the following condition:

- A maximum of one residential unit is permitted on site.
- No residential uses are permitted within the 65 LDN contour as defined by the 2023 Addison Airport noise contours.

Public Hearing: No citizen comments.

MOTION: Council Member Gardner moved to adopt Case 1890-Z/4900 Arapaho Road (One Addison Place PD) as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

- c. Withdrawn at the request of Requestor: Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4021 Belt Line Road, Suite 107, that is currently zoned Planned Development (PD), through Ordinance No. O17-07, to allow a restaurant with the sale of alcoholic beverages for onpremises consumption. Case 1884-SUP/4021 Belt Line Road, Suite 107 (Luxe). [Planning & Development Manager Lesley Nyp]
- d. Ordinance No. 023-41: Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 014-022, for property located at 14960 Landmark Boulevard, that is currently zoned Commercial-1 (C-1), to allow the sale of beer and wine for off-premises consumption. Case 1889-SUP/14960 Landmark Boulevard (Holiday Inn Express & Suites). [Planning & Development Manager Lesley Nyp]

The subject property is located at 14960 Landmark Boulevard. The existing hotel, Holiday Inn Express & Suites, has been operating since 2017. The subject property is zoned Commercial-1 (C-1), with Special Use Permit (SUP), Ordinance No. O14-022, to allow a hotel. Holiday Inn Express & Suites is a hotel with 97 guest rooms. The hotel offers various guest amenities including a fitness center, outdoor pool, meeting space, business center, and complimentary breakfast. There is no restaurant or bar on site. The hotel is requesting a SUP to allow the sale of beer and wine to guests within their market pantry. The market pantry is located within the hotel lobby. This area has shelving and beverage coolers to display various prepackaged snacks, beverages, and person care items, which can be purchased at the front desk. The beer and wine would be stored within a beverage refrigerator located behind the check-in desk. Beer and wine are proposed to be available from 10:00 AM to 8:00 PM and will be locked after hours. There is no modification to the existing market pantry area proposed. The zoning ordinance allows sale of alcoholic beverages for off-premises consumption through the approval of an SUP in conjunction with a hotel. The proposed use complies with the ordinance.

With this request, the Holiday Inn Express & Suites would utilize a beverage refrigerator located behind the check-in desk within the lobby. There are no interior or exterior modifications proposed.

No modifications are proposed to the existing parking lot, existing facades and existing landscaping and open space approved by Ordinance No. O14-022.

Upon inspection of the site, Town staff discovered noncompliance with the approved landscape plan. A Notice of Violation has been issued to the property owner for the installation of two trees along Landmark Boulevard. Staff believe these trees were damaged due to severe weather conditions, removed, and never replaced. The current extreme heat presents a difficult time to plant trees as they are unlikely to survive. Staff have allowed an extended compliance timeline to plant replacement trees during more ideal conditions and do not recommend delaying consideration of this request.

The Addison Planning and Zoning Commission, meeting in regular session on August 15, 2023,

voted to recommend approval of a request changing the zoning on property located at 14960 Landmark Boulevard, which property is currently zoned Commercial-1 (C-1) with Special Use Permit (SUP), Ordinance No. 014-022, by approving an SUP to allow the sale of alcoholic beverages for off-premises consumption, subject to the following conditions:

- The sale of alcoholic beverages shall be limited to hotel guests.
- The intent of "off-premises consumption" in conjunction with a hotel shall be defined as hotel guests consuming alcoholic beverages within on-site guest rooms for the purpose of this SUP.
- The sale of alcoholic beverages is limited to the market pantry and/or beverage cooler, located within the hotel lobby as depicted on the floor plan. Any future expansion as it relates to the sale of alcoholic beverages will require approval of a Special Use Permit (SUP).
- The applicant shall not use any terms or graphic depictions that relate to alcoholic beverages in any exterior signage.

Staff concurs with the Planning & Zoning Commission's approval with conditions as described.

<u>Public Hearing:</u> No citizen comments.

MOTION: Mayor Pro-Tempore Resnik moved to adopt Case 1889-SUP/14960 Landmark Boulevard – Holiday Inn Express & Suites as presented. Council Member Gardner seconded the motion. Motion carried unanimously.

e. Ordinance No. 023-42: Hold a public hearing, present, discuss, and consider action on an Ordinance of the Town of Addison, Texas approving and adopting the Annual Budget for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 and making appropriations for each office, department, agency and project of the Town, providing that expenditures for said Fiscal Year shall be made in accordance with the adopted budget, unless otherwise authorized by an Ordinance adopted by the City Council, and providing for emergency expenditures and expenditures as otherwise allowed by law. [Chief Financial Officer Steven Glickman]

This is the second public hearing regarding the Town of Addison's Annual Budget for Fiscal Year (FY) 2024. The proposed FY2024 budget requests an appropriation of \$117,562,785 consisting of \$104,265,110 for operating expenditures, \$10,446,135 for capital improvements, \$875,540 for transfers, and \$1,976,000 for one-time decision packages. Listed below is a breakdown of funds:

Fund	Expenditure Amount
General	\$48,155,864
Hotel	6,736,061
Debt Service Combined	10,356,435
Economic Development	1,602,941
Infrastructure Investment	550,000
Airport	8,161,107
Utility	16,271,794
Stormwater	4,434,110
Combined Replacement	3,872,104
Combined Grants	13,700

Combined Special Revenues	15,450,730
Total	\$117,562,785

Significant items in the proposed operating budget include:

- Revenues for all funds total \$107,910,607 an increase of \$18.12M compared to the FY 2022 budget. Primary revenue sources are property tax (\$36.08 million), sales tax (\$15.2 million), hotel occupancy tax (\$5.25 million), interest and other income (\$13.59 million), and utility service fees (\$15.95 million).
- Staffing level of 316.5 Full-time Equivalent (FTE) positions. This is an increase of 8.5 FTE's over FY 2023.
- An employee compensation pool of 4% with an additional 5% budgeted to implement the results of a compensation market study.

Significant decision packages include:

- Emergency Management Coordinator 1.0 FTE (\$154,381 recurring cost and \$7,600 one-time cost)
- Mental Health Wellness Program for Police Department (\$30,000 recurring cost)
- AED purchase and monthly inspections (\$18,000 recurring cost and \$75,000 onetime cost)
- Two Fire Administration Vehicles (\$120,000 one-time cost)
- Building Inspector 3rd party Services (\$36,353 recurring cost)
- Assistant Director of Development Services 1.0 FTE (\$157,592 recurring cost and \$9,900 one-time cost)
- Code Enforcement Manager 1.0 FTE (\$132,429 recurring cost and \$51,400 one-time cost)
- Code Enforcement Officer 1.0 FTE (\$109,974 recurring cost and \$49,900 one-time cost)
- Neighborhood Services Startup Funding (\$60,000 one-time cost)
- Facility Attendant 0.5 FTE (\$23,548 recurring cost)
- Parks Planned Asset Replacement (\$196,000 one-time cost)
- Addison Circle Park Vision Plan (\$205,000)
- Pickleball Court Shade Structure (\$217,000)
- Spruill Dog Park Artificial Turf (\$4,602 recurring cost and \$235,287 one-time cost)
- Public Art Installation (\$150,000 one-time cost)
- NTTA Pedestrian Crossing, Gateway and Landscape Plan (\$156,000 one-time cost)
- Recreation Van (\$98,274 one-time cost)
- Addison Athletic Club Building Improvements (\$57,000 one-time cost)
- Addision Athletic Club Outdoor Pool Renovation (\$339,743 one-time cost)
- Paver Replacements on Arapaho (\$300,000 one-time cost)
- Brick Paver Repairs in Vitruvian Area (\$105,000 one-time cost)
- Airport Insurance Administrative Program (\$30,000 one-time cost)
- Asphalt Trailer (\$75,000 one-time cost) Hutton Branch
- Outfall Reconstruction (\$755,000 one-time cost)
- Annual Stormwater Maintenance Plan (\$450,000 recurring cost)
- Street Sweeper and Street Maintenance Worker 1.0 FTE (\$225,000 one-time cost and \$843 annual recurring savings)
- GIS Analyst Position 1.0 FTE (\$14,878 annual savings)

- Public Works Superintendent (\$144,333 recurring cost and \$5,000 one-time cost)
- Utility Billing Customer Portal (\$20,000 recurring cost and \$10,000 one-time cost)
- Contracted Utility Repairs (\$100,000 recurring cost)
- Kellway Wet Well Structural Inspection (\$55,000 one-time cost)
- Non-Destructive Testing of 24-inch Water Transmission Main (\$110,000 one-time cost)

The FY 2024 proposed five-year capital improvements budget totals \$54.29 million. Significant projects include:

- Midway Road Reconstruction (\$10.00 million),
- Vitruvian West Streetscape and Bella Lane Extension (\$0.60 million),
- Improvements to Existing Buildings (\$1.50 million),
- Keller Springs Reconstruction (\$14.74 million),
- Les Lacs Pond Improvements (\$2.55 million),
- Vitruvian Park Phase 6, Block 301, 302, and 303 Improvements (\$2.65 million),
- Quorum Drive Reconstruction (\$3.41 million),
- Monfort Drive Reconstruction (\$2.75 million),
- Beltway Drive Trail (\$2.20 million),
- Transit Oriented Development Parking Garage (\$3.40 million),
- Redding Trail Extension and Dog Park Improvements (\$0.55 million),
- Lake Forest Drive Utility Improvements (\$0.94 million),
- Beltway Drive/Belt Line Road Water Main Replacement (\$0.64 million),
- Celestial Pumpstation Pump #3 Replacement (\$0.45 million),
- Celestial Pumpstation Pump #1 Replacement (\$0.45 million),
- Surveyor Pumpstation Electrical Upgrades (\$0.70 million),
- SCADA and Kellway Electrical Control Panel Upgrades (\$0.43 million),
- Bravo/Golf Taxiway Improvements (\$4.00 million),
- Reconstruction of Jimmy Doolittle Drive (\$1.40 million),
- Eastside Airport Service Road Reconstruction (0.32 million),
- Airport Regulated Garbage Utility Building (\$0.28 million),
- West Perimeter Fencing Improvements (\$0.07 million),
- Wiley Post Building Improvements (\$0.12 million),
- Wiley Post Parking Lot Reconstruction (\$0.15 million).

Texas Local Government Code (LGC) Sec. 102.006 requires the governing body of a municipality to hold a public hearing on the proposed budget and provided a public notice of the date, time, and location of the hearing. This notice was published in the Dallas Morning News on Friday, August 25, 2023.

The Fiscal Year 2024 proposed budget can be found at the following link on the Town's website: https://addisontexas.net/finance/budget

Public Hearing: No citizen comments.

MOTION: Mayor Pro-Tempore Resnik moved to adopt the Annual Budget for FY 2023-2024 as presented. Council Member Willesen seconded the motion. Roll call vote conducted by City Secretary Parker as follows:

Member	Yes	No	Abstain	Absent
Mayor Arfsten	X			
Mayor Pro-Tempore Resnik	X			
Deputy Mayor Pro-Tempore Quintanilla	X			
Council Member Craig	X			
Council Member Gardner	X			
Council Member Liscio	X			
Council Member Willesen	X			

Motion carried unanimously.

f. Ordinance No. O23-43: Hold a public hearing, present, discuss, and consider action on an Ordinance to levy taxes for the Town of Addison, Texas, and to fix and adopt the tax rate of \$0.609822 for the Town on all taxable property for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024. [Chief Financial Officer Steven Glickman]

This is the second public hearing regarding the proposed tax rate for the Town of Addison.

The proposed property tax rate for the Fiscal Year 2024 is \$0.609822 per \$100 of valuation. The proposed rate is made of the following components:

Tax Rate Component	Amount (per \$100 of valuation)
Maintenance & Operations: General Fund	\$0.420413
Maintenance & Operations: Economic Development	\$0.023716
Maintenance & Operations: Infrastructure Investment	\$0.006201
Interest & Sinking (Debt)	\$0.159492
Total Proposed Rate for the FY 2024	\$0.609822

The State's Truth-in-Taxation law also requires calculation and publication of each taxing entity's no-new revenue tax rate, voter-approval tax rate, and de minimus rate:

Tax Rate	IL DETINITION	Amount (per \$100 of valuation)
	The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for Town of Addison from the same properties in both the 2022 tax year and the 2023 tax year.	\$0.562728
	The voter-approval tax rate is the highest tax rate that Town of Addison may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for Town of Addison exceeds the voter-approval tax rate for Town of Addison.	\$0.636365
	The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for Town of Addison, the rate that will raise \$500,000, and the current debt rate for Town of Addison.	\$0.579183

Notice of this public hearing was published in the Dallas Morning News on August 25, 2023 and August 30, 2023. Included with this agenda item are copies of the publication notices.

The proposed budget recommends a property tax rate of \$0.609822 per \$100 valuation, which exceeds the no-new revenue tax rate. This proposed rate is the same rate that was adopted for fiscal year 2023.

The average taxable home value for the Town of Addison is \$429,731, which generates a tax bill of \$2,620.59. Last year, the average taxable home value was \$380,057 which generated a tax bill of \$2,317.67. The average taxpayer would pay about \$302.92 more in property taxes than last year. Individual taxes may increase or decrease depending on the change in the taxable value of each property.

Of the total tax rate, \$0.450330 is dedicated to maintenance and operations, which is a slight increase from the Fiscal Year 2023 tax rate for maintenance and operations, and \$0.159492 is dedicated to debt service payments. The debt service portion of the tax rate is decreasing despite the issuance of General Obligation Bonds that were approved by voters in the 2019 Bond Election as well as Certificates of Obligation.

Public Hearing: No citizen comments.

<u>MOTION</u>: Council Member Craig moved to approve the property tax rate be increased by the adoption of a tax rate of \$0.609822 per \$100 valuation, which is effectively an 8.37 percent increase in the tax rate". Motion was seconded by Deputy Mayor Pro-Tempore Quintanilla. Roll call vote conducted by City Secretary Parker as follows:

Member	Yes	No	Abstain	Absent
Mayor Arfsten	X			
Mayor Pro-Tempore Resnik	X			
Deputy Mayor Pro-Tempore Quintanilla	X			
Council Member Craig	X			
Council Member Gardner	X			
Council Member Liscio	X			
Council Member Willesen	X			

Motion carried unanimously.

5. Items for Individual Consideration.

a. Resolution No. R23-072: Present, discuss, and consider action on a Resolution approving a Memorandum of Understanding (MOU) between the Town of Addison and High Street Residential, Inc., adopting general development terms for the Trammell Crow Mixed Use project, providing for negotiation of Definitive Agreements that will set forth the specific obligations of the parties with regard to the project, and authorizing the City Manager to execute the MOU. [Director of Development Services Ken Schmidt]

In the review of Zoning Case 1877-Z (Trammell Crow Mixed Use), both Town staff and the applicant have acknowledged the need to establish more restrictive performance standards above and beyond what may typically be established through the zoning process. Based on feedback received from the community, the applicant and Town staff began negotiating a MOU that would define key performance standards for the execution of this project if the rezoning request were to be approved.

Key components of this MOU include:

• Property Owner's Association & Covenants requirements.

- Performance standards for the development of the fee simple townhomes that enhance the Town's capacity to ensure that those dwelling units are completed in a timely manner.
- More restrictive construction work hours that limit work during the evening and on weekends.
- Performance standards for property management.
- Commitment to allow periodic private and publicly facilitated community events within the project.
- Commitment to achieve, at a minimum, silver rating in the National Green Building Standards (NGBS) system for multifamily buildings.
- Commitment to construct and maintain a bus shelter on Belt Line Road and to construct a median within Surveyor Boulevard and to maintain landscape within said median.
- The donation of \$250,000 to the Addison Arbor Foundation to support the installation of public art within the project.
- The provision of 30 electric vehicle charging stations and the installation of additional services to allow for future EV infrastructure expansion.
- The memorialization of a statement of support for the permanent existence of Beltway Drive access restrictions for the Addison Grove neighborhood.

If this MOU is approved, the applicant and staff would begin drafting more detailed, definitive agreements to be considered and acted on by the City Council prior to issuance of a building permit for this project.

MOTION: Mayor Pro-Tempore Resnik moved to adopt the Memorandum of Understanding with High Street Residential, Inc., adopting the general development terms for the Trammell Crow Mixed Use Project. Council Member Willesen seconded the motion. Motion carried unanimously.

b. Ordinance No. O23-40: Present, discuss, and consider action on the Fiscal Year 2023-24 Property Tax Revenue Ratification Ordinance. [Chief Finance Officer Steven Glickman]

As required by Local Government Code 102.007, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council (a) one vote to adopt the Budget, and (b) one vote to adopt the tax rate, and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.

This Ordinance ratifies the property tax revenue increase as reflected in the Fiscal Year 2023-24 Budget by adding the following statement:

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$3,530,541 OR 10.37%, AND OF THAT AMOUNT \$706,197 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

MOTION: Mayor Pro-Tempore Resnik moved to approve Fiscal Year 2023-24 Property Tax Revenue Ratification as presented. Council Member Liscio seconded the motion. Motion carried unanimously.

c. Ordinance No. 023-44: Present, discuss, and consider action on an Ordinance amending Chapter 82 (Utilities), Section 82-76 and Section 82-77 of the Code of

Ordinances of the Town by amending sewer rates and water rates for all customer classifications and providing that the changes to the sewer rates and water rates made herein shall be applied to monthly customer bills beginning with the November 2023 billing cycle. [Chief Finance Officer Steven Glickman]

An update to the utility rate model for fiscal years 2024-2028 was adopted by Council on July 12, 2022. Staff will review this utility rate model on an annual basis to ensure the rate adjustments are appropriate. The utility rate model anticipated a 5.5% increase for fiscal year 2024, however rhea anticipated increase was reduced to 4.5% which maintains long-term sustainability of the fund.

The Town purchases water and sewage treatment from Dallas Water Utility (DWU) as well as sewage treatment services from the Trinity River Authority (TRA). Charges from both entities are included in the financial plan and rate model. Sec. 82-78 of the Town's code of ordinances provides that the pass-through of wholesale cost increases for water purchases and sewer treatment services be included in water and sewer rates, which shall reflect changes in the costs of water purchases, sewer treatment, and transportation services, which are paid by the Town to other governmental entities. This means that the cost increases from these two entities are directly passed to the Town of Addison customers.

Below are examples of the increase in a water and sewer bill for a single-family:

Consumption	Evicting	New Rate (10/1/23)	% Increase
5,000 gallons	\$64.25	\$67.14	4.5%
8,000 gallons	\$94.48	\$98.73	4.5%
10,000 gallons	\$114.63	\$119.79	4.5%

The specific rates for each customer class were listed in the ordinance adopting these rates and included in the Council Packet.

MOTION: Mayor Pro-Tempore Resnik moved to adopt amendments to Chapter 82, Section 82-76 through 82-77 as presented. Council Member Gardner seconded the motion. Motion carried unanimously.

d. Ordinance No. 023-45: Present, discuss, and consider action on an Ordinance regarding the Town of Addison's Texas Municipal Retirement System benefits, adopting a non-retroactive repeating Cost of Living Adjustment (COLA) for retirees and their beneficiaries and authorizing Annually Accruing Update Service Credits and Transfer Updated Service Credits. [Chief Finance Officer Steven Glickman]

During the FY2023 budget process, the City Council adopted a repeating 30% COLA for retirees effective January 1, 2023. The Town previously offered a COLA of 70% but has not done so since 2015. At the 88th Texas Legislative Session in 2023, House Bill 2464 (HB 2464) added subsections to the TMRS Act to add an option for a non-retroactive repeating COLA. The new option applies COLAs based on the previous 12-month change in the Consumer Price Index for All Urban Consumers. Previously, the TMRS Act only allowed retroactive COLAs from the retiree's original retirement date.

Since the Town offered a 70% COLA until 2015, the retroactive method would leave 50 current retirees (that retired prior to 2015) out of receiving an increase in pension benefits for 2024. Under the non-retroactive method, all retirees receive a pension benefit increase each year. In total, Town retirees will receive \$723 more in pension benefits per month than under the non-retroactive plan.

Staff presented the non-retroactive option to Council during the August 22nd Council meeting and received directions to move forward. The non-retroactive plan reduces the Town's contribution rate, creating \$100,000 in General Fund savings from the original proposed budget.

The Town will not have to adopt an Ordinance each year to re-authorize the calculation of these benefits and the COLAs will remain in effect for future years until such time as they are discontinued by an Ordinance adopted by the City Council. After adoption, this benefit will go into effect January 1, 2024, and is included in the Fiscal Year 2024 Budget.

MOTION: Mayor Pro-Tempore Resnik moved to adopt a non-retroactive repeating Cost of Living Adjustment in the Retirement System as presented. Council Member Liscio seconded the motion. Motion carried unanimously.

e. Resolution No. R23-73: Present, discuss, and consider action on a Resolution approving a contract agreement between the Town of Addison and Tiseo Paving Company, Inc. for construction services for the Keller Springs Drainage, Utility, and Paving Improvements Project and authorize the City Manager to execute the agreement in an amount not to exceed \$16,422,095.75. [Director of Public Works & Engineering Shannon Hicks]

The purpose of this item is to authorize a contract agreement with Tiseo Paving Company, Inc. for the reconstruction of Keller Springs Road. Keller Springs Road was included in Proposition A of the 2019 Bond Program election that Addison voters approved on November 5, 2019, for \$12.9M.

In November 2022, the Town opened proposals for the Keller Springs Road Reconstruction Project and received two proposals, \$18.3 and \$19.3M. Due to the cost of the proposals received, the proposals were rejected, and staff worked with the design engineer to reissue the Request For Proposal (RFP) with design and scope changes aimed at reducing the project cost.

The RFP was advertised again in May 2023 with six alternates included. The proposals were closed on June 29, 2023, and one proposal was received from Tiseo Paving Company for \$16,612,211.30.

Since the proposal was received, Town staff has worked closely with Tiseo to find additional cost savings in the proposal. These negotiations resulted in a total savings of \$600,513.65. Staff also recommends the approval of alternates C, D, and E in the proposal for an additional cost of \$410,398.10. These savings and additional costs bring the contract total to \$16,422,095.75.

The project manual and other information can be found at the following link: https://addisontexas.net/publicworks-engineering/keller-springs-reconstruction

The funding for this project will come from the remaining funds from the 2019 bond election,

Dallas County's reimbursement, interest earnings, and the Stormwater Fund. The total amount available for construction services is \$16,698,129.53.

If approved, staff will work with the contractor to determine the start date. Once construction begins, it is anticipated to take 750 calendar days to complete.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve Tiseo Paving Company, Inc. agreement for construction services for the Keller Springs Drainage, Utility and Paving Improvements Project as presented. Council Member Craig seconded the motion. Motion carried unanimously.

f. Resolution No. R23-074: Consider action on a Resolution accepting the Place 5
Planning & Zoning Commissioner resignation and appointing a new Place 5 member
to fill the unexpired term.

On August 20, 2023, Place 5 Planning & Zoning Commissioner Juli Branson notified Mayor Arfsten of her intent to resign from the Planning & Zoning Commission. Commissioner Branson's term was due to expire on December 31, 2023. The Place 5 appointment(s) are appointed by Council Member Marlin Willesen. A resolution has been prepared to accept the resignation and to facilitate Council Member Willesen's appointment of an individual to fill Place 5 through the end of the year.

MOTION: Council Member Willsen moved to approve Resolution accepting the resignation of Juli Branson and to appoint Jimmy Barker to Place 5 of the Planning & Zoning Commission. Council Member Gardner seconded the motion. Motion carried 6-1 with Deputy Mayor Pro-Tempore Quintanilla voting Nay.

- 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 arisensince posting this agenda.
- 7. Adjourn Meeting.

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 11:59 P.M.

	TOWN OF ADDISON, TEXAS	
	Bruce Arfsten, Mayor	_
ATTEST:		
Irma G. Parker, City Secretary		

City Council 4. b.

Meeting Date: 09/26/2023

Department: Parks & Recreation

Pillars: Optimize the Addison Brand

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider action on a Resolution approving a construction services agreement with APR Group, Inc. (APR) for Addison Athletic Club Fitness Wing Wall Treatments- Greenscreen Installation and authorizing the City Manager to execute the agreement in an amount not to exceed \$178,894.

BACKGROUND:

In the third quarter of 2021, Parks & Recreation staff received several complaints about mismatched brick on the south side of the Addison Athletic Club fitness wing. Additionally, nearby residents complained about the amount of sound from the HVAC system bouncing off the same wall. In preparing for the Fiscal Year (FY) 22/23 budget, staff contemplated solutions to solve both issues separately. In February 2022, Recreation and General Services staff solicited prices from a local professional paint contractor to stain the mismatched brick at a cost of approximately \$55,000. This cost, along with a very limited 2-year warranty, made the selection of the brick staining method impractical. It was determined that the cost of repainting the brick at least two more times would be enough to pay for an alternative solution to provide a Greenscreen Trellis with climbing vines, which would mitigate both issues. The Greenscreen project would cover the discolored brick, reduce future brick staining costs, and help to dampen sound from the HVAC equipment.

On September 13, 2022, the Town of Addison's Annual Budget for FY 2023 was approved as presented. Included in the approved budget was Decision Package #2, proposed by the Recreation Self-Funded Special Projects Fund, titled "Addison Athletic Club Fitness Wing-Wall Treatments" for \$192,459. The approved project included costs for professional services and construction.

The final bid package, developed by Kimley-Horn, contains an Owner's Contingency line item for \$10,000 to use for change orders if necessary. Competitive Sealed Proposal requests were issued in Bidsync on August 1, 2023 with a closing date of August 24, 2023. Only one proposal was received. That proposal is summarized in the table below.

CONTRACTOR	APR GROUP, INC.
BASE BID	\$178,894
CONSTRUCTION CALENDAR DAYS	155 CALENDAR DAYS

Purchasing and Parks & Recreation staff scored the proposal using information supplied by the contractor. The evaluation criteria and results are shown in the table that follows:

CONTRACTOR	APR GROUP, INC.
Proposed Contract Price (50 points maximum)	50
Previous Experience with Similar Projects- References (25 points maximum)	24
Personnel, Suppliers and Subcontractors (10 points maximum)	10
Proposed Project Schedule, Sequencing and Construction Time/ Calendar Days (15 points maximum)	12
PROPOSED SCORE	96

This project is highly specialized in using a proprietary product and staff did not expect to have much competition for the project. For this reason, we believe that if the project were re-advertised, the results would not change. Although APR is the only vendor that submitted a proposal, they scored very highly and recently placed second in the Vitruvian Fitness Court Slab project. For both Addison projects proposed by APR, their references gave them outstanding ratings for customer service, loyalty, precision of work, clean-up, and responsiveness to customer requests. One reference commented, "If it were not for APR Group taking over for a contractor who walked off a recreation center remodel project, the work would have never been completed."

The overall project budget was \$192,459 with a professional service contract for \$18,200, which leaves a construction balance of \$174,259. The Parks & Recreation and Finance departments recommend accepting APR's offer of \$178,894, noting that the overage of \$4,635 can be funded from existing appropriations in the Self-Funded Special Projects Fund. Based on qualifications presented by APR for this project, staff deemed that their offer represents the best value to the Town of Addison based on the published evaluation criteria.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - AAC Fitness Wing and Contract

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH APR GROUP, INC. FOR THE ADDISON ATHLETIC CLUB FITNESS WING WALL TREATMENTS- GREENSCREEN IN AN AMOUNT NOT TO EXCEED \$178,894.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with APR Group, Inc. for the Addison Athletic Club Fitness Wing Wall Treatments- Greenscreen in conformance with the project documents for City Bid No. RFP 23-160.

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 APR Group, Inc. for the Addison Athletic Club Fitness Wing Wall Treatments-Greenscreen in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$178,894.00, 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 <u>26th</u> day of <u>SEPTEMBER</u>, 2023.

TOWN OF ADDICON TEXAS

	TOWN OF ADDISON, TEXAS
	Bruce Arfsten, Mayor
ATTEST:	
Irma Parker, City Secretary	_

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT

ADDISON ATHLETIC CLUB FITNESS WING WALL TREATMENTS- GREENSCREEN (Bid #RFP 23-160)

This CONSTRUCTION SERVICES AGREEMENT ("<u>Agreement</u>") is made as of the Effective Date by and between **APR Group, Inc.**, {state | prefix} Corporation, hereinafter called "<u>Contractor</u>", 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 Addison Athletic Club Fitness Wing Wall Treatments- Greenscreen (the "<u>Project</u>"), 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 "<u>Effective Date</u>") 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 #RFP 23-160;
 - (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. <u>Contractor Obligations</u>

- (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.
- 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) <u>Independent Contractor</u>. 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) <u>Inspection of Records</u>. 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) <u>Certification of No Conflicts</u>. 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) <u>Rights-of-Access</u>. 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) <u>Compliance with Laws</u>. 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) <u>Compensation</u>. 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 SEVENTY-EIGHT THOUSAND, EIGHT HUNDRED AND NINETY-FOUR DOLLARS (\$178,894.00) ("<u>Contract Price</u>"), 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) <u>Deductions</u>; <u>Withholding</u>. 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) <u>Time for Performance</u>. 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 one hundred fifty-five (155) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before one hundred fifty-five (155) calendar days following the date of City's written notice to proceed to Contractor.
- (b) 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 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) <u>Costs of Delay</u>. 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 \$250.00 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) <u>Title of Ownership</u>. 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) <u>Assignment; Bill of Sale</u>. 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) <u>Default by Contractor</u>. 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) <u>Suspension or Termination by City</u>. 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) <u>Abandonment</u>. 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) <u>Remedies Cumulative</u>. 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. <u>Indemnification</u>

(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.

- Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND (b) 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) <u>Notice of Claim(s)</u>. 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. <u>Texas Government Code Verifications</u>

- (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 ADDISION, TEXAS	APR GROUP, INC.
By:	By: Anthony P. Roman
City Manager	President
Date:	Date:09-14-23
Notice Address:	Notice Address:
Town of Addison Attn: City Manager	APR Group, Inc. Attn: Anthony P. Roman, President
P.O. Box 9010	P.O. Box 600112

Dallas, Texas 75206

E: aroman@aprbuilds.com

Addison Contract ID: CSA_JLP_September 26, 2023_v1.20220628

Town of Addison, Texas 75001

E: dgaines@addisontx.gov

City Council 4. c.

Meeting Date: 09/26/2023

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 approving a Professional Services Agreement (PSA) between the Town of Addison and Cobb Fendley & Associates, Inc. (Cobb Fendley) to provide supplemental staff support for the management of design and construction projects and authorizing the City Manager to execute the agreement in an amount not to exceed \$466,000.

BACKGROUND:

This agenda item seeks approval to enter into a two-year PSA with Cobb Fendley to provide supplemental staff support for the management of design and construction of infrastructure bond projects on behalf of the Town. The total cost for the two years is \$466,000.

The Town's efforts to secure a full-time, in-house project manager for the construction of Keller Springs Road and the design and construction of Montfort Drive were met with multiple interviews and a search spanning several months. Unfortunately, no suitable candidate was found to fulfill this role. Town staff then explored alternative staffing solutions to oversee these bond projects.

Cobb Fendley emerged as the preferred choice for these services due to their extensive experience in this field. Over the years, Cobb Fendley has consistently delivered a range of professional services to the Town, garnering high satisfaction among Town staff. Cobb Fendley is currently providing limited staff support for the infrastructure bond projects and is familiar with them. Please refer to Exhibit A within the attached resolution for an in-depth overview of the scope of services, responsibilities, and compensation associated with these anticipated services.

The Town's Bond Program Manager, Patrick Diviney, P.E., will supervise this position.

The funding for this staffing service will be drawn from the budgets for the Keller Springs Road and Montfort Drive reconstruction projects. These expenditures remain within the project budgets.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Cobb Fendley

RESOLUTION NO.	
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A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH COBB, FENDLEY & ASSOCIATES, INC. FOR STAFF SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$466,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Cobb, Fendley & Associates, Inc. for Staff Support Services 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 Cobb, Fendley & Associates, Inc. in an amount not-to-exceed of \$466,000.00, 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 <u>26th</u> day of <u>SEPTEMBER</u>, 2023.

	TOWN OF ADDISON, TEXAS	
	Bruce Arfsten, Mayor	
ATTEST:		
Irma Parker, City Secretary		

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

STAFF SUPPORT SERVICES

This Professional Services Agreement ("<u>Agreement</u>") is made by and between the **Town of Addison**, **Texas** ("<u>City</u>"), and **Cobb**, **Fendley & Associates**, **Inc.** ("<u>Professional</u>") (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 Staff Support Services ("<u>Services</u>"), as set forth in the Scope of Services attached hereto as **Exhibit** "A" and incorporated herein by reference (the "<u>Scope of Services</u>"). 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

This Agreement shall become effective on the last date of execution hereof (the "<u>Effective Date</u>") and shall remain in effect for an initial period of two (2) years (the "<u>Initial Term</u>"), unless sooner terminated as provided in this Agreement. This Agreement will automatically renew for additional one (1) year periods thereafter (each a "<u>Renewal Term</u>") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term. City may further, in its sole discretion, extend the then current term as necessary to allow Professional to complete any uncompleted Services authorized by City prior to the expiration of this Agreement.

Section 3. Professional's Obligations

- (a) <u>Performance of Services</u>. 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) <u>Site Access</u>. 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) <u>Standard of Care</u>. 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) <u>Additional Services</u>. 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) <u>No Waiver of City's Rights</u>. 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) <u>Independent Contractor</u>. 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.
- 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) <u>Certification of No Conflicts</u>. 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.

Section 4. Performance Schedule

- (a) <u>Time for Performance</u>. 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. <u>Documents</u>

- 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) <u>Professional's Documents</u>. 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 ("<u>Professional's Documents</u>"), 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) <u>Confidential Information</u>. 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 nonconfidential 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) <u>Compensation</u>. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed FOUR HUNDRED AND SIXTY-SIX THOUSAND DOLLARS (\$466,000.00).
- (b) <u>Payment Terms</u>. 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) <u>Deductions</u>. 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.

(d) Appropriation of Funding. All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Services each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Professional during the ensuing fiscal year.

Section 7. <u>Default; Force Majeure</u>

- (a) <u>Default; Notice to Cure</u>. 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) <u>Default by Professional</u>. 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 resubletting 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) <u>Termination Upon Default</u>. 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) <u>Termination by City</u>. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional.
- (c) <u>Termination Following Request for Modification</u>. 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) <u>Suspension</u>. 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. <u>Insurance</u>

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 NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF

ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, 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 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 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 investigation 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. (i) 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	COBB, FENDLEY & ASSOCIATES, INC.
By:	By: By:
David Gaines	Mark Lorance
City Manager	Sr. Vice President
Date:	Date: 9/14/2023
Notice Address:	Notice Address:
Town of Addison	Cobb, Fendley & Associates, Inc.
Attn: City Manager	Attn: Charles Russell, Department Manager-
P.O. Box 9010	Construction Management
Town of Addison, Texas 75001	2801 Network Blvd suite 800

Frisco, Texas 75034

E: crussell@cobbfendley.com

Addison Contract ID: PSA_PAD_September 5, 2023_v1.20220427

E: dgaines@addisontx.gov

EXHIBIT 'A'

SCOPE OF SERVICES

Cobb, Fendley & Associates, Inc. (Cobb Fendley) will provide professional services to the Town of Addison in connection with the Town of Addison's Public Works & Engineering Services Department projects. The proposed services will supplement the Town's staff to manage the design and construction of various projects in the Town.

I. PROJECT UNDERSTANDING

- A. The anticipated staff supplementation to be provided includes one (1) Engineer level personnel, employed exclusively by Cobb Fendley.
- B. The Engineer is expected to perform their work onsite at the Town's Facilities Five (5) days per week.
- C. The Engineer shall be billed by Cobb Fendley at a monthly rate. This rate will be reviewed after each 12-month period and adjusted accordingly.
- D. Cobb Fendley will provide the Engineer with a laptop, which shall be the property of Cobb Fendley, for use in the execution of their duties while in Addison. The Town shall provide access to, licenses for, and training for, any Town-specific servers, programs, and processes the Engineer may need in order to function in their position while working onsite in Addison.
- E. It is understood that the work to be performed by the Engineer shall be in-office and field construction site visits. The Engineer shall use their personal vehicle for travel to/from the Town facility, and personal vehicle mileage to/from the Engineer's home or Cobb Fendley's office to the Town Facility shall not be charged to the Town. When a Cobb Fendley-owned truck/vehicle is required for site visits (the Town shall notify the Engineer in advance to arrange it's use), Cobb Fendley truck usage shall be charged to the Town monthly at an agreed upon rate. For construction site visits, Cobb Fendley shall provide the Engineer with the appropriate safety equipment, based on the type of site visits required.
- F. The schedule and compensation stated in this agreement shall have a term (the "Term") of two (2) years, commencing on the Effective Date. The term will be automatically renewed at the end of the initial and each subsequent term for an additional period of one (1) year, unless either party notified the other at least 30 days prior to the end of a particular term that such party does not wish to renew, unless otherwise terminated as provided in this agreement.

II. BASIC SERVICES

The Engineer will provide support to the Town in the following areas:

- A. Attend/Conduct Pre-Bid, Pre-Construction and Progress Meetings
- B. Design Review
- C. Construction Administration
- D. Scheduling & Cost Control
- E. Utility Coordination
- F. Quality Assurance
- G. Constructability Review
- H. Shop Drawings
- I. Submittals
- J. Requests for Information
- K. Change Order Evaluation, Negotiation and Implementation
- L. Dispute Resolution/Claims Evaluation
- M. Contractor Invoice/Payments
- N. Punch Lists

Exhibit A Page 1 of 2

- O. Project Closeout and Acceptance
- P. Warranty and Maintenance Bond Monitoring
- Q. Existing Asset Condition Assessments
- R. Sight observation/inspection
- S. Documentation/Specification Interpretation/conformance
- T. Traffic Control Review

III. TOWN RESPONSIBILITIES

The Town will provide the following items/information as they relate to the execution of the proposed scope of services:

- 1. Office space and office equipment while performing duties on location in Addison.
- 2. Access to, licenses for, and training for, any Town-specific servers, programs, and processes the Engineer may need in order to function in their position while in Addison.
- 3. Electronic copy of Plans, Specifications, Addendums and Contract Proposal.
- 4. Best Practices coordination procedures (DBE's, Materials, General Bookkeeping)
- 5. Stormwater Pollution Prevention Plans (SW3P) Information
- 6. Construction Time Schedule(s)
- 7. Any applicable Town-specific Forms

IV. <u>ADDITIONAL SERVICES</u>

- A. The following services are not included in this proposal. They can be added as additional services or provided by the Town as necessary:
 - 1. Engineering Design Services.
 - 2. Consulting Services by others.

V. <u>COMPENSATION</u>

- A. Compensation to Cobb Fendley for the Staff Support Services in the Scope shall be billed monthly at \$18,000 per month, up to the sum as shown below. If Additional Services are needed, Town approval is required before proceeding.
- B. Compensation for utilization of a Construction Vehicle shall be billed at a rate of \$1,000 per month, as requested by the Town.
- C. Summary:

STAFF SUPPORT SERVICES

ENGINEER \$18,000 per month

CONSTRUCTION VEHICLE \$ 1,000 per month (as requested)

NOT TO EXCEED TOTAL \$466,000.00

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Exhibit A Page 2 of 2

City Council 5. a.

Meeting Date: 09/26/2023

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continuously improve processes and policies to include the voice of

the customer and ensure the policies are easily accessible

AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2023.

BACKGROUND:

The Fiscal Year (FY) 2023 budget was adopted by the Council on September 13, 2022. This is the second amendment to the FY2023 Town of Addison annual budget.

Each year, the Finance Department reviews the budget to determine which items should be recognized with formal budget amendments. When budget variances occur that are outside of the authority of the City Manager, these adjustments are presented to the Council in the form of a budget amendment.

Major items include:

General Fund

- Allocate \$741,000, offset by an equal increase in Sales Tax, from the General Fund for the following:
 - \$400,000 in the General Services Department to transfer to the Facility Maintenance Fund (\$250,000) and personnel costs (\$150,000, offset by decreases in the personnel costs in the City Manager's Office of \$100,000 and the IT Department of \$50,000.
 - \$50,000 in the Finance Department for personnel costs offset by decreases in personnel costs in the IT department of \$50,000.
 - \$251,000 in the Streets Department for Street Maintenance (\$115,000) and prior year encumbrances for Street Lighting (\$136,000).
 - \$240,000 in the Parks Department for prior year encumbrances to replace a damaged bus shelter damaged by a motorist (\$40,000) and water purchases due to the hot and dry summer (\$200,000).
- Additionally, this budget amendment authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2022-2023 budget to the Self-Funded Special Projects Fund. The amount of

this transfer (if applicable) will be known in late November 2023 after the Town has recorded all revenues and expenditures for Fiscal Year 2022-2023. The Fiscal Year 2022-2023 estimate included in the Fiscal Year 2023-2024 budget included an estimated transfer amount of \$1,900,000.

Capital Projects Fund

 An amendment is needed in the Capital Projects Fund to allocate \$7,719,906 for prior year encumbrances from the 2013 Stormwater Certificates of Obligation, the 2012 General Obligation/Certificates of Obligation Fund, and the 2021 General Obligation Bond Fund.

Self-Funded Special Projects Fund

 An amendment is needed in the Self-Funded Projects Fund to allocate \$694,500 for prior year encumbrances for Oncor transformer relocations at the Police Department (\$130,000), Wheeler Bridge painting (\$35,000), Vitruvian Park Fitness Court (\$235,000), traffic signal design (\$85,000), pavement condition assessment services (\$82,500), fire station bay door grill gates (\$87,000), and a forklift (\$40,000).

Utility Fund

 An additional appropriation of \$250,000 is needed in the Utility Fund to provide funding for higher than anticipated wholesale water purchases (\$250,000) due to a hotter and dryer spring and summer than anticipated. These additional appropriations are offset by corresponding increased water sales revenue of \$250,000 due to a hotter and dryer spring and summer than anticipated, resulting in a net impact on the Utility Fund of \$0.

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
General Fund	\$741,000	\$741,000	\$0
Capital Projects Fund	\$7,719,906	\$0	(\$7,719,906)
Utility Fund	\$250,000	\$250,000	\$0
Self-Funded Special Projects Fund	\$694,500	\$0	(\$694,500)
Total	\$9,405,406	\$991,000	(\$8,414,406)

The attachments reflect the proposed budget changes by fund in the ordinance and budget amendment summary.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Fiscal Year 2023 Year-End Budget Amendment Ordinance - FY 2023 Year- End Budget Amendment

FY2023 End of Year Budget Amendment



Budget Amendment Process



Regular amendments are an accepted practice

- Represents active monitoring and management of fiscal affairs
- Mitigates impact of changes in circumstances
- Transparency

Budget Amendment Process



Town's budget amendment policy:

- Transfers between accounts in a department with approval of Chief Financial Officer (CFO)
- Transfers between departments of less than 5% change with approval of City Manager
- Transfers between funds or more than 5% change must be approved by City Council

FY2023 Amendment – General Fund



Revenues

• Sales Tax Revenue = \$741,000

Expenses

- City Manager's Department personnel = (\$100,000)
- IT Department personnel = (\$100,000)
- Finance Department Personnel = \$50,000
- Parks Department
 - Fixtures = \$40,000
 - Water Purchases = \$200,000
- Streets Department
 - Street Maintenance = \$115,000
 - Street Lighting = \$136,000
- General Services Department
 - Facility Maintenance Fund = \$250,000
 - Personnel = \$150,000

FY2023 Amendment - Additional Note General Fund



- This budget amendment also authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2022-2023 budget to the Self-Funded Special Projects Fund.
- The amount of this transfer (is applicable) will be known in late November 2023
 after the Town has recorded all revenues and expenditures for Fiscal Year 20222023.
- The Fiscal Year 2022-2023 estimate included in the Fiscal Year 2023-2024 budget included an anticipated additional transfer amount of \$1,900,000.

FY2023 Amendment – Capital Projects Fund



Revenues

Expenses

- Rawhide Creek Basin Improvements -\$620,000
- Vitruvian West Streetscape and Bella Lane Extension - \$293,630
- Midway Road Reconstruction -\$5,500,000
- Athletic Club Improvements \$264,584
- Improvements to Existing Buildings -\$1,041,692

FY2023 Amendment – Self-Funded Special Projects Fund



Revenues

Expenses

- Oncor transformer relocation -\$130,000
- Wheeler Bridge painting \$35,000
- Vitruvian Park Fitness Court \$235,000
- Traffic Signal Design \$85,000
- Pavement Condition Assessment -\$82,500
- Fire Station Bay Door Grill Gates -\$87,000
- Forklift \$40,000

FY2023 Amendment – Utility Fund



Revenues

• Water Sales = \$250,000

Expenses

• Water Purchases = \$250,000

FY2023 Amendment: Grand Totals



Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balances
General Fund	\$741,000	\$741,000	\$-
Capital Projects Fund	\$7,719,906	\$-	(\$7,719,906)
Self-Funded Special Projects Fund	\$694,500	\$-	(\$694,500)
Utility Fund	\$250,000	\$250,000	\$-
Total	\$9,405,406	\$991,000	(\$8,414,406)



Questions?

ORDINANCE NO.	
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AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 TO PROVIDE FUNDING FOR THE FACILITY MAINTENANCE FUND; STREET MAINTENANCE; BOND FUNDED CAPITAL PROJECTS; WATER PURCHASES; PRIOR YEAR ENCUMBRANCES; PERSONNEL COSTS IN THE GENERAL SERVICES AND FINANCE DEPARTMENTS; WHEELER BRIDGE PAINTING; VITRUVIAN PARK FITNESS COURT; FORKLIFT; PAVEMENT CONDITION ASSESSMENT; TRAFFIC SIGNAL DESIGN; FIRE STATION BAY DOOR GRILL GATES; PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 13, 2022, the City Council of the Town of Addison, Texas (the "<u>City</u>") adopted a budget for the City for the fiscal year beginning October 1, 2022 and ending September 30, 2023 as set forth in City Ordinance No. 022-29; and

WHEREAS, Section 5.08 of the City Charter provides that the budget may be amended or changed, under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, to provide for any additional expense in which the general welfare of the citizenry is involved, that such amendments shall be by Ordinance, and that they shall become an attachment to the original budget; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the City Council to make changes in the adopted budget for municipal purposes, and the changes to the budget made herein are for municipal purposes; and

WHEREAS, the amendments to the City's 2022-2023 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

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

SECTION 1. The above and foregoing recitals are true and correct and are incorporated herein and made a part of this Ordinance.

SECTION 2. In accordance with Section 5.08 of the City Charter, City Ordinance No. 021-30 adopting the 2022-23 annual budget, is hereby amended as set forth in this Section 2 below and as detailed on **EXHIBIT A**, attached hereto and incorporated herein:

- (a) allocate \$741,000, offset by an equal increase in Sales Tax, from the General Fund for the following:
 - i. \$400,000 in the General Services Department to transfer to the Facility Maintenance Fund (\$250,000) and personnel costs (\$150,000 offset by decreases in the personnel costs in the City Manager's Office of \$100,000 and

the IT Department of \$50,000);

- ii. \$50,000 in the Finance Department for personnel costs offset by decreases in personnel costs in the IT department of \$50,000;
- iii. \$251,000 in the Streets Department for Street Maintenance (\$115,000) and prior year encumbrances for Street Lighting (\$136,000);
- iv. \$240,000 in the Parks Department for prior year encumbrances to replace a damaged bus shelter damaged by a motorist (\$40,000) and for water purchases due to the hot and dry summer (\$200,000); and
- (b) allocate \$7,719,906 from the Capital Projects Fund for prior year encumbrances from the 2013 Stormwater Certificates of Obligation, the 2012 General Obligation/Certificates of Obligation Fund, and the 2021 General Obligation Bond Fund; and
- (c) allocate \$694,500 from the Self-Funded Special Projects Fund for prior year encumbrances for Oncor transformer relocations at the Police Department (\$130,000); Wheeler Bridge painting (\$35,000); Vitruvian Park Fitness Court (\$235,000); traffic signal design (\$85,000); pavement condition assessment services (\$82,500); fire station bay door grill gates (\$87,000); and a forklift (\$40,000); and
- (d) allocate \$250,000 from the Utility Fund for water purchases (\$250,000) offset by increased water sales revenue of \$250,000.

TOWN OF ADDISON, TEXAS

SECTION 3. Specific authority is given to the City Manager to authorize transfers from the General Fund to the Self-Funded Special Projects Fund of unexpended appropriations and excess revenue for the Fiscal Year 2022-2023.

SECTION 4. This Ordinance shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this $\underline{26^{th}}$ day of $\underline{SEPTEMBER}$ 2023.

Bruce Arfsten, Mayor ATTEST: APPROVED AS TO FORM: Irma Parker, City Secretary Whitt Wyatt, City Attorney

TOWN OF ADDISON GENERAL FUND BY CATEGORY FY2022-23

		Current Budget	Ame	ndment		Revised Budget
		<u> </u>				
BEGINNING BALANCES	\$	20,515,381	\$	-	\$	20,515,381
REVENUES:						
Ad valorem Taxes	\$	22,409,394			\$	22,409,394
Non-Property Taxes		15,680,417		741,000		16,421,417
Franchise Fees		2,155,000				2,155,000
Licenses and Permits		1,170,100				1,170,100
Service Fees		2,068,490				2,068,490
Fines and Penalties		245,000				245,000
Rental Income		8,000				8,000
Interest and Other Income		490,500				490,500
TOTAL OPERATIONAL REVENUE	\$	44,226,901	\$	741,000	\$	44,967,901
TOTAL REVENUES	\$	44,226,901	\$	741,000	\$	44,967,901
TOTAL AVAILABLE RESOURCES	\$	64,742,282	\$	741,000	\$	65,483,282
EXPENDITURES:						
Personnel Services	\$	28,839,093			\$	28,839,093
Supplies	•	1,562,696			-	1,562,696
Maintenance		3,605,759		291,000		3,896,759
Contractual Services		8,439,006		200,000		8,639,006
Capital Replacement / Lease		1,597,511		250,000		1,847,511
Capital Outlay		178,000		•		178,000
TOTAL OPERATIONAL EXPENDITURES	\$	44,222,065	\$	741,000	\$	44,963,065
TOTAL EXPENDITURES	\$	44,222,065	\$	741,000	\$	44,963,065
	Ψ_	,,	Ψ	,	Ψ_	. 1,000,000
ENDING FUND BALANCES	\$	20,520,217	\$	-	\$	20,520,217
Fund Balance Percentage		46.4%				45.6%

TOWN OF ADDISON 2012 GENERAL OBLIGATION BOND FUND FY2022-23

1 12022 20					
	Current			F	Revised
	 Budget	Am	endment		Budget
BEGINNING BALANCES	\$ 1,324,684	\$	389,447	\$	1,714,131
TOTAL AVAILABLE RESOURCES	\$ 1,324,684	\$	389,447	<u>\$</u>	1,714,131
EXPENDITURES:					
Vitruvian West Streetscape and Bella Lane Extension	\$ 1,200,000	\$	293,630	\$	1,493,630
TOTAL EXPENDITURES	\$ 1,200,000	\$	293,630	\$	1,493,630
ENDING FUND BALANCES	\$ 124,684	\$	95,817	\$	220,501

TOWN OF ADDISON STORMWATER 2013 CERTIFICATES OF OBLIGATION FUND FY2022-23

Current				F	Revised
Budget		Ame	ndment		Budget
\$	-	\$	769,682	\$	769,682
\$	-	\$	769,682	\$	769,682
\$	-	\$	620,000	\$	620,000
\$	-	\$	620,000	\$	620,000
\$	-	\$	149,682	\$	149,682
\$ \$ \$	\$ \$ \$	\$ - \$ - \$ -	Budget Ame \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$	Budget Amendment \$ - \$ 769,682 \$ - \$ 769,682 \$ - \$ 620,000 \$ - \$ 620,000	Budget Amendment \$ - \$ 769,682 \$ \$ - \$ 769,682 \$ \$ - \$ 620,000 \$ \$ - \$ 620,000 \$

TOWN OF ADDISON 2021 GENERAL OBLIGATION BOND FUND FY2022-23

FY2022-23				
	Current			Revised
	 Budget		mendment	Budget
BEGINNING BALANCES	\$ 1,378,120	\$	6,706,276	\$ 8,084,396
REVENUES:				
Interest and Other Income	\$ -	\$	100,000	\$ 100,000
TOTAL REVENUES	\$ -	\$	100,000	\$ 100,000
TOTAL AVAILABLE RESOURCES	\$ 1,378,120	\$	6,806,276	\$ 8,184,396
EXPENDITURES:				
Midway Road Reconstruction	1,100,622		5,500,000	\$ 6,600,622
Athletic Club Improvements	-		264,584	\$ 264,584
Improvements to Existing Buildings	\$ 277,498	\$	1,041,692	\$ 1,319,190
TOTAL EXPENDITURES	\$ 1,378,120	\$	6,806,276	\$ 8,184,396
ENDING FUND BALANCES	\$ _	\$	-	\$ -

TOWN OF ADDISON SELF-FUNDED SPECIAL PROJECTS FUND FY2022-23

	Current			Revised
	Budget	An	nendment	Budget
BEGINNING BALANCES	\$ 5,792,113	\$	-	\$ 5,792,113
REVENUES:				
Licenses and Permits	\$ 156,672	\$	-	\$ 156,672
Interest and Other Income	25,000		-	25,000
TOTAL OPERATIONAL REVENUE	\$ 181,672	\$	-	\$ 181,672
TOTAL AVAILABLE RESOURCES	\$ 5,973,785	\$	-	\$ 5,973,785
EXPENDITURES:				
Supplies	\$ 30,000	\$	-	\$ 30,000
Maintenance	601,189		-	601,189
Contractual Services	1,505,050		247,500	1,752,550
Capital Outlay	1,144,239		447,000	1,591,239
TOTAL OPERATIONAL EXPENDITURES	\$ 3,280,478	\$	694,500	\$ 3,974,978
TOTAL EXPENDITURES	\$ 3,280,478	\$	694,500	\$ 3,974,978
ENDING FUND BALANCES	\$ 2,693,307	\$	(694,500)	\$ 1,998,807

TOWN OF ADDISON UTILITY FUND FY2022-23

1 12022 20		Current Budget	Amendment	Revised Budget
	-	<u> </u>	7 2110110110111	<u> </u>
BEGINNING WORKING CAPITAL	\$	6,244,689	\$ 1,222,267	\$ 7,466,956
REVENUES:				
Water Sales	\$	8,452,239	\$ 250,000	\$ 8,702,239
Sewer Charges		6,709,962	-	6,709,962
Tap Fees & Other		15,345	-	15,345
Penalties		91,874	-	91,874
Interest and Other Income		130,356	-	130,356
TOTAL OPERATIONAL REVENUE	\$	15,399,776	\$ 250,000	\$ 15,649,776
TOTAL AVAILABLE RESOURCES	\$	21,644,465	\$ 1,472,267	\$ 23,116,732
EXPENSES:				
Personnel Services	\$	2,833,900	\$ -	\$ 2,833,900
Supplies		232,112	-	232,112
Maintenance		803,462	-	803,462
Contractual Services				
Water Purchases		4,327,486	250,000	4,577,486
Wastewater Treatment		3,831,839	-	3,831,839
Other Services		1,337,058	-	1,337,058
Capital Replacement / Lease		206,584	-	206,584
Debt Service		1,744,029	-	1,744,029
TOTAL OPERATIONAL EXPENSES	\$	15,316,470	\$ 250,000	\$ 15,566,470
One-Time Decision Packages		340,000	-	340,000
Capital Projects (Cash Funded)				
Beltway Drive/Belt Line Road Water Main Replacement		79,000	-	79,000
TOTAL EXPENSES	\$	15,735,470	\$ 250,000	\$ 15,985,470
ENDING WORKING CAPITAL	\$	5,908,995	\$ 1,222,267	\$ 7,131,262
Working Capital Percentage		38.9%		45.8%

City Council 5. b.

Meeting Date: 09/26/2023

Department: Finance

AGENDA CAPTION:

Present, discuss, and consider action on the first reading of an Ordinance extending the existing franchise between the Town and Atmos Energy Corporation.

BACKGROUND:

Atmos Energy utilizes Town-owned rights-of-way to deliver, transport, and distribute gas in, out of, and through the Town to their customers, including the general public in the Town. The existing franchise agreement was originally approved in 2003 and is set to expire by the end of 2023. The proposed franchise agreement extension would extend the agreement from 2024 through 2043. Article VI, Section 6.02 of the Town's code of ordinances requires all ordinances granting, amending, renewing, or extending franchises for public utilities to be read at two separate regular meetings of the City Council. The second reading and final consideration of the ordinance is required to occur at least thirty days after the first reading, during which time the full text of the ordinance is to be published once a week for four consecutive weeks in the Dallas Morning News. Staff anticipates the second reading and final passage of the Ordinance to occur at the November 14, 2023 Council meeting with an effective date of January 1, 2024.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Atmos Energy Franchise

ORDINANCE NO:	
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AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, MID-TEX DIVISION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT. MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, **FOR** TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID TOWN FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE **ORDINANCES: PRESCRIBING** THE TERMS, CONDITIONS. OBLIGATIONS AND LIMITATIONS UNDER WHICH SUCH FRANCHISE SHALL BE EXERCISED; A MOST FAVORED NATIONS CLAUSE, AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. GRANT OF AUTHORITY:

- A. The Town of Addison, Texas, hereinafter called "Town," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future Public Rights-of-Way for the purpose of laying, maintaining, constructing, protecting, operating, and replacing the System needed and necessary to deliver, transport, and distribute gas in, out of, and through Town for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the Town corporate limits.
- B. Said privilege and license being granted by this Ordinance is for a term beginning upon the effective date of this Agreement, and ending December 31, 2043.
- C. The provisions set forth in this Ordinance represent the terms and conditions under which Company shall construct, operate, and maintain the System within Town, hereinafter sometimes referred to as the "Franchise." In granting this Franchise, Town does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of Town's present or future generally applicable ordinances. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in Town shall be in full force and effect and subject to the exercise thereof by Town at any time.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "Affiliate", in relation to Company, means a Person that controls, is controlled by, or is under common control with Company. As used in this definition, the term "control" means, with respect to a Person that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such Person or, with respect to a Person that is not a corporation, the power to direct the management or policies of such Person, whether by operation of law, by contract or otherwise.
 - B. "City Council" means the City Council of the Town of Addison, Texas.
 - C. "City Secretary" means Town's City Secretary, or his or her designee.
- D. "Code of Ordinances" means the Code of Ordinances of the Town of Addison, Texas, and all amendments thereto adopted before and after the effective date of this Ordinance.
- E. "Company" shall mean Atmos Energy Corporation, Mid-Tex Division, its successors and assigns, but does not include an Affiliate, which shall have no right or privilege granted hereunder except through succession or assignment in accordance with Section 18.
 - F. "Gross Revenues" shall mean:
 - (1) all revenues received by Company from the sale of gas to all classes of customers (excluding gas sold to another gas utility in Town for resale to its customers within Town) within the corporate limits of Town;
 - (2) all revenues received by Company from the transportation of gas through the System of Company within Town's incorporated limits to customers located within Town's incorporated limits (excluding any gas transported to another gas utility in Town for resale to its customers within Town);

- (3) the value of gas transported by Company for Transport Customers through the System of Company located in Town's Public Rights-of-Way ("Third Party Sales") (excluding the value of any gas transported to another gas utility in Town for resale to its customers within the Town), with the value of such gas to be established by utilizing Company's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time that the transportation service is performed; and
- (4) "Gross Revenues shall also include fees collected pursuant to this agreement, revenues billed but not ultimately collected or received by Company, and the following miscellaneous charges: charges to connect, disconnect, or reconnect gas, contributions in aid of construction ("CIAC"), and charges to handle returned checks from consumers within Town.
- (5) "Gross Revenues" shall not include:
 - (a) the revenue of any Affiliate or subsidiary of Company;
 - (b) sales tax paid to the Town;
 - (c) any interest or investment income earned by Company; and
 - (d) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within Town's Public Right-of-Way.
- G. "In the Town" or "within the Town" are phrases which mean a location or area within Town's incorporated boundaries or limits, commonly known as "Town limits".
- H. "Person" shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context clearly intends otherwise, include Town or any employee, agent, servant, representative or official of Town.

- I. "Public Facility" shall mean all present and future water lines, sanitary sewer lines, storm sewer lines, communication lines, irrigations lines, and any other line under jurisdiction and control of Town.
- J. "Public Right-of-Way" shall mean all present and future land used as public streets, avenues, highways, alleys, sidewalks, boulevards, drives, tunnels, drainage ways, easements dedicated by plat or other instrument for use by public utilities (not including easements owned by Town for use by Town's utilities), bridges, and other such similar passageways, thoroughfares and public ways under the jurisdiction and control of Town.
- K. "System" or "System Facilities" shall mean all of Company's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections, and all other appurtenant equipment used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas, located in the Public Right-of-Way within the Town.
- L. "Town" shall mean the Town of Addison, Texas, a home-rule municipality located in Dallas County, Texas.
- M. "Transport Customer" shall mean any Person for which Company transports gas through the System of Company within Town's Public Rights-of-Way for delivery within the Town (excluding other gas utilities in Town who resell gas to their customers within the Town).

SECTION 3. CONDITIONS OF OCCUPANCY

- A. Except where inconsistent with this Ordinance, all construction and the work done by Company, and the operation of its business, under and by virtue of this Ordinance, shall be in conformance with the ordinances, rules and regulations now in force and that may hereafter be amended or adopted by Town relating to the use of its Public Rights-of-Way, as amended or succeeded from time to time. This Ordinance shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal Law.
- B. Company shall attempt to utilize the alleys of Town insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Company may, when reasonably necessary, utilize the streets and other Public Rights-of-Way to perform such work and activities. Company shall not be required to locate or relocate facilities to a depth of greater than four (4)

feet unless otherwise required by Town to avoid conflicts with pre-existing facilities, or facilities that are to be either installed or relocated as part of a Town public improvement project.

C. Upon request, Company shall identify for Town the location of its System Facilities located in the Town. All maps temporarily provided by Company to Town shall be confidential when clearly identified as such by Company when provided to Town, and will be provided solely for Town's use. Town agrees to maintain the confidentiality of any non-public information obtained from Company to the extent allowed by law. Town shall not be liable to Company for the release of any information Town is required to release by law. Town shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If Town receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, Town will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the document(s). Town also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows Town to withhold the information.

SECTION 4. ABANDONMENT OF RIGHT-OF-WAY

- A. If Town abandons any portion of the Public Rights-of-Way in which Company has facilities, for public safety reasons or in furtherance of a public project, Town shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If Town determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section 9, and to the maximum extent of its right to do so, Town shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If Town determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section 5, for relocating, its System from such Public Right-of-Way, as directed by Town.
- B. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by Town to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party

requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 5. <u>LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS AND RELOCATION OF COMPANY'S FACILITIES</u>

- A. Whenever Town decides to make any public improvements in any Public Right-of-Way in which mains and pipes already exist or in which Company may propose to lay its mains or pipes, Company will be provided the opportunity, at no expense to Town, in advance of such public improvements, to renew such mains or pipes, if defective or inadequate in size, and to lay service lines, or renew same, if inadequate in size or defective, to the property lines where buildings are already located, provided such activities do not delay Town's public improvements.
- B. Company shall be given written notice of the intention of Town to make major public improvements to any Public Facility, including but not limited to pavements, sidewalks, water lines, sanitary sewer lines, storm sewer lines, and communications lines, in any such Public Right-of-Way. Within ninety (90) days from receipt of such notice, Company shall initiate work and thereafter proceed in a workmanlike manner to completion of the necessary work to relocate or adjust its lines and facilities to accommodate Town's public improvements and complete such work in a timely manner, with a maximum timeframe of three (3) months in order to preclude the delay of said public improvements, at no cost to Town unless such improvements are for the primary purpose of beautification or for the benefit of a private developer. Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. Company shall be required to obtain a permit for all new and all relocated installations, except in response to an emergency or in response to a request for initiation of new service. Company shall obtain a permit for emergency work as soon as possible after the commencement of such work in accordance with Town ordinances, rules, and regulations.
- C. When Company is required to remove or relocate its mains, laterals or other facilities to accommodate construction by Town without reimbursement from Town, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of relocation costs when Company is required by Town to perform relocation.

Town shall not require that Company document requests for reimbursement to Town as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and federal law. Notwithstanding the foregoing, Town shall have the right to request other project documentation to the full extent provided by law.

D. When Company is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Company's costs and expenses shall be included in any application by Town for reimbursement if Company submits its cost and expense documentation to Town prior to the filing of the application. If Town has knowledge of Company's eligibility for reimbursement, Town shall provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to Town. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, Town shall remit to Company, within thirty (30) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities.

SECTION 6. DUTY TO SERVE

Company hereby agrees that it will not arbitrarily refuse to provide service to any Person that it is economically feasible for Company to serve. In the event that a Person is refused service, said Person may request a hearing before the City Council or its designee, said hearing to be held within forty-five (45) days from the date of the request for hearing. The City Council may order Company to provide service or take any other action necessary to bring Company into compliance with the intent of the City Council in granting this Franchise, including the adoption of an ordinance or resolution in accordance with Section 15.B. The City Council shall render its opinion at its next regular meeting but in no event shall it be required to act in less than seven (7) days.

SECTION 7. RATES

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor; and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with Town copies of its current tariffs, schedules or rates and charges, customer service provisions, and line

extension policies. The rates and charges collected from its customers in the Town shall be subject to revision and change by either Town or Company in the manner provided by law.

SECTION 8. PAYMENTS TO TOWN

- A. In consideration of the privilege and license granted by Town to Company to use and occupy the Public Rights-of-Way in the Town for the conduct of its business, Company, its successors and assigns, agrees to pay, and Town agrees to accept, such franchise fees in the amount and manner described herein. Except as provided in 9.B. below, such payments shall be made on an annual basis, on or before April 1 during the term of the franchise.
- B. The franchise fee shall be a sum of money that shall be equivalent to five percent (5%) of the annual Gross Revenues, as defined in Section 2.F., for the preceding calendar year and shall be for the rights and privileges during the year in which the payment is made. The initial payment provided under this Ordinance shall be due on or before April 1, 2024, based on the preceding calendar year (January 1, 2023 to December 31, 2023) and shall be for the right and privilege during said calendar year. Payments shall be made on or before April 1st of each succeeding year during the term of this Franchise. The final payment provided under this Ordinance shall be due on or before April 1, 2043, and will be for the right and privilege during the calendar year (January 1, 2043 to December 31, 2043). The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2024, and will be based on the calendar year January 1, 2023, through December 31, 2023. The final CIAC franchise fee amount will be paid on or before April 30, 2024, and will be based on the calendar year January 1, 2043 through December 31, 2043).
- C. It is also expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that Town may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property. Except, however, Company's separate obligation to reimburse Town for Town's reasonable rate case expenses and for street repairs or other damage to Public Facilities caused by Company's employees or contractors in accordance with Town's ordinances are not affected by Company's payment of franchise fees hereunder. Should Town not have

the legal power to agree that the payment of the foregoing sums of money shall be in lieu of occupation taxes, licenses, fees, street or alley rentals or charges, easements or franchise taxes, then Town agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay such occupation taxes, licenses, charges, fees or rentals.

- D. If Company fails to pay when due any payment provided for in this Section, Company shall pay such amount plus interest at the current prime rate per annum from such due date until payment is received by Town.
- E. Town shall within thirty (30) days of final approval, give Company notice of annexations and de-annexations of territory by Town, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers newly located into or out of the Town as the result of Town's annexation or de-annexation no later than sixty (60) days after receipt of notice from Town. Company shall not be required to begin including payment for such newly annexed customers in the Franchise Fee payment until the first Franchise Fee payment due following the 60th day after Company receives notice of the annexation from Town. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax. Upon request from Town, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments.

F. Atmos Energy Franchise Fee Recovery Tariff.

- (1) Atmos Energy may file with Town a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Ordinance.
- (2) Town agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, Town will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which Town has intervened, Town will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.

- (3) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.
- G. Lease of System Facilities Within Public Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of the System Facilities within the Public Rights-of-Way provided: (i) Atmos Energy first notifies Town of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the System Facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 8 of this Ordinance. This authority to Lease the System Facilities within Public Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees, access line fees, or similar Public Right-of-Way user fees.

SECTION 9. <u>EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES</u> <u>ACCEPTED AND PAID BY COMPANY</u>

- A. If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Rights-of-Way in a manner that, if applied to Town, would result in a franchise fee greater than the amount otherwise due Town under this Ordinance, then the franchise fee to be paid by Company to Town pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to Town were the franchise fee provisions of that other franchise ordinance applied to Town.
- B. Town acknowledges that the exercise of this right is conditioned upon Town's acceptance of all terms and conditions of the other municipal franchise *in toto*. Town may request waiver of certain terms and Company may grant, in its reasonable discretion, such waiver.

SECTION 10. BOOKS AND RECORDS

A. Company agrees that at the time of each annual payment, Company shall also submit to Town a statement showing its Gross Revenues for the preceding term year as defined in Section 2.F. Town shall be entitled to treat such statement as though it were sworn and signed by an officer of Company.

- B. Town may, if it sees fit, upon reasonable notice to Company, have the books and records of Company examined by a representative of Town to ascertain the correctness of the reports agreed to be filed herein. Company shall make available to the auditor such personnel and records as Town may in its reasonable discretion request in order to complete such audit, and shall make no charge to Town therefor. Company shall assist Town in its review by providing all requested information no later than fifteen (15) days after receipt of a request. The cost of the audit shall be borne by Town unless the audit discloses that Company has underpaid the franchise fee by 10% or more, in which case the reasonable costs of the audit shall be reimbursed to Town by Company. If such an examination reveals that Company has underpaid Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Company shall undertake a review of Town's claim and if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in accordance with Section 9.C. Should Company determine through examination of its books and records that Town has been overpaid, upon receipt of written notification from Company regarding the existence of such overpayment, Town shall review Company's claim and if said overpayment is confirmed, remit the amount of overpayment to Company.
- C. If, after receiving reasonable notice from Town of Town's intent to perform an audit as provided herein, Company fails to provide data, documents, reports, or information required to be furnished hereunder to Town, or fails to reasonably cooperate with Town during an audit conducted under the terms hereunder, Company shall be liable for payment of a fee as set forth herein. Town shall give Company written notice of its intent to impose a fee and shall provide Company with a period to cure its failure, such period not to exceed five (5) working days. If Company fails to cure the alleged failure within the prescribed time period, Company's alleged failure to comply shall be heard at a public meeting of the City Council. Company shall be given written notice of the public meeting no later than five (5) calendar days prior to the posting date of the agenda for the City Council meeting at which such failure is scheduled to be considered by the Council. The notice to Company shall include a list of the failures complained of. Company shall have an opportunity to address the Council at such public meeting. Commencing five (5) calendar days following the adoption of a resolution or an ordinance of Town that finds and determines a failure of Company to comply with the requirements of this Section, such failure may be treated as a material violation under Section 14.

SECTION 11. RESERVATION OF RIGHTS: GENERAL

- A. Town reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of Company's use of the Public Rights-of-Way to ensure the rendering of efficient public service, and the maintenance of Company's System in good repair throughout the term of this Ordinance.
- B. The rights, privileges, and Franchise granted by this Ordinance are not to be considered exclusive, and Town hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other Person for the purpose of furnishing gas within the Town.
- C. Town expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for Town and customers at locations within the Town.
- D. Nothing herein shall impair the right of Town to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by Company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of Town as same now exists or as such limits may be extended from time to time hereafter.

SECTION 12. RIGHT TO INDEMNIFICATION, LEGAL DEFENSE AND TO BE HELD HARMLESS

A. IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (TOWN AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS "INDEMNITEES"), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY COMPANY'S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH COMPANY'S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM OR COMPANY'S PROVISION OF SERVICE.

B. BY ENTERING INTO THIS ORDINANCE, TOWN DOES NOT CONSENT TO SUIT, WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO TOWN UNDER TEXAS LAW OR WAIVE ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW.

14. IN THE EVENT ANY ACTION OR PROCEEDING SHALL BE BROUGHT AGAINST THE INDEMNITEES BY REASON OF ANY MATTER FOR WHICH THE INDEMNITEES ARE INDEMNIFIED HEREUNDER, COMPANY SHALL, UPON NOTICE FROM ANY OF THE INDEMNITEES, AT COMPANY'S SOLE COST AND EXPENSE, RESIST AND DEFEND THE SAME WITH LEGAL COUNSEL SELECTED BY COMPANY; PROVIDED, HOWEVER, THAT COMPANY SHALL NOT ADMIT LIABILITY IN ANY SUCH MATTER ON BEHALF OF THE INDEMNITEES WITHOUT THEIR WRITTEN CONSENT AND. PROVIDED FURTHER, THAT INDEMNITEES SHALL NOT ADMIT LIABILITY FOR, NOR ENTER INTO ANY COMPROMISE OR SETTLEMENT OF, ANY CLAIM FOR WHICH THEY ARE INDEMNIFIED HEREUNDER, WITHOUT THE PRIOR WRITTEN CONSENT OF COMPANY. COMPANY'S OBLIGATION TO DEFEND SHALL APPLY REGARDLESS OF WHETHER TOWN IS SOLELY OR CONCURRENTLY NEGLIGENT PROVIDED THAT INDEMNITEES MAY BE HELD RESPONSIBLE FOR THE COST OF SUCH DEFENSE PAID FOR BY COMPANY. THE INDEMNITEES SHALL GIVE COMPANY PROMPT NOTICE OF THE MAKING OF ANY CLAIM OR THE COMMENCEMENT OF ANY ACTION, SUIT OR OTHER PROCEEDING COVERED BY THE PROVISIONS OF THIS SECTION 13. NOTHING HEREIN SHALL BE DEEMED TO PREVENT THE INDEMNITEES AT THEIR ELECTION AND AT THEIR OWN EXPENSE FROM COOPERATING WITH COMPANY AND PARTICIPATING IN THE DEFENSE OF ANY LITIGATION BY THEIR OWN COUNSEL. IF COMPANY FAILS TO RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIPT OF INDEMNITEE'S WRITTEN NOTICE THAT INDEMNITEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS ORDINANCE, INDEMNITEES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND COMPANY SHALL BE LIABLE FOR ALL REASONABLE DEFENSE COSTS INCURRED BY INDEMNITEES.

SECTION 13. INSURANCE

- A. Company shall insure its obligations and risks undertaken pursuant to this franchise in the form of a formal plan of self-insurance maintained in accordance with sound accounting and risk management practices, or, at its option, maintain insurance coverage throughout the term of the Franchise as follows: Company shall purchase, maintain, and keep in force such liability insurance as will protect it from any and all bodily injury, death, Workers' Compensation, and/or real or personal property damage claims which may arise out of or result from the Company's operations pursuant to this Agreement, whether such operations be by itself or by any agent, contractor, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
 - B. The types of insurance and coverage limits required herein are as follows:
 - (1) Commercial general liability on an occurrence form with minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate. This coverage shall include the following:
 - (a) Products/completed operations to be maintained for one year.
 - (b) Personal and advertising injury.
 - (c) Owners and contractors protective liability.
 - (d) Explosion, collapse, or underground (XCU) hazards.
 - (2) Automobile liability coverage with a minimum policy limits of \$1,000,000 combined single limit. This coverage shall include all owned, hired and non-owned automobiles.
 - (3) Workers Compensation and Employers Liability Coverage Statutory coverage limits for Coverage A and \$500,000 Coverage B Employers Liability.
- C. Contractors and Sub-Contractors. Company's shall cause all of its contractor and sub-contractors working within the Town to obtain, maintain and provide proof of insurance for the same types of insurance coverage outlined in subsection (1) above; however, the policy limits under the general liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. All other coverage provisions outlined in subsection (B) above shall apply.
- D. To satisfy the insurance requirements outlined in this Section 13(A)-(C) above, the Town may accept:

- (1) Certificates of self-insurance issued by the State of Texas evidencing an approved formal plan of self-insurance maintained by Company in accordance with sound accounting and risk-management practices that provides the same coverage as required herein. Company shall require its self-insurance to respond to the same extent as if an insurance policy had been purchased naming the City as an additional insured, and any excess coverage will name the City as an additional insured up to the amounts required; or
- (2) Copies of a certificate of liability insurance evidencing the coverage required by this section. An insurance certificate shall contain the following required provisions:
 - (a) Name the Town and its officers, employees, officials, and elected representatives as additional insureds for all applicable coverage;
 - (b) Provide for 30 days' notice to the Town for cancellation, non-renewal, or material change; and
 - (c) Provide that notice of claims shall be provided to the City Secretary by certified mail.
- E. All insurance companies shall be rated A+ VI or better by A.M. Best or A or better by Standard and Poor's. The insurance shall be issued in the standard form approved by the Texas State Board of Insurance from an insurance company licensed to do business in the State of Texas.
- F. As between City and Company, Company's insurance shall be primary for liability pursuant to the franchise.
- G. The policy clause "other insurance" shall not apply to the Town if the Town is an insured under the policy.
- H. Insurance policies obtained by a person must provide that the issuing company waives all right of recovery by way of subrogation against the Town in connection with damage covered by the policy.
- I. Any excess coverage purchased solely for the purpose of insuring Company's obligations under this Ordinance will name Town as an additional insured up to the amounts required herein.

SECTION 14. TERMINATION

A. Right to Terminate. In addition to any rights set out elsewhere in this Ordinance, Town reserves the right to terminate the Franchise and all rights and privileges pertaining thereto, in the event that Company violates any material provision of the Franchise.

B. Procedures for Termination.

- (1) Town may, at any time, terminate this Franchise for a continuing material violation by Company of any of the substantial terms hereof. In such event, Town shall give to Company written notice, specifying all grounds on which termination or forfeiture is claimed, by registered mail, addressed and delivered to Company at the address set forth in Section 22 hereof. Company shall have sixty (60) days after the receipt of such notice within which to cease such violation and comply with the terms and provisions hereof. In the event Company fails to cease such violation or otherwise comply with the terms hereof, then Company's Franchise is subject to termination under the following provisions. Provided, however, that, if Company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the Franchise will not be terminated.
- (2) Termination shall be declared only by written decision of the City Council after an appropriate public proceeding whereby Company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. Company shall be provided at least fifteen (15) days prior written notice of any public hearing concerning the termination of the Franchise. In addition, ten (10) days' notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by Company.
- (3) Town, after full public hearing, and upon finding material violation or failure to comply, may terminate the Franchise or excuse the violation or failure to comply, upon a showing by Company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the City Council.

- (4) Nothing herein stated shall preclude Company from appealing the final decision of the City Council to a court or regulatory authority having jurisdiction.
- (5) Nothing herein stated shall prevent Town from seeking to compel compliance by suit in any court of competent jurisdiction if Company fails to comply with the terms of this Franchise after due notice and the providing of adequate time for Company to comply with said terms.

SECTION 15. RENEGOTIATION

If either Town or Company requests renegotiation of any term of this Ordinance, Company and Town agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Franchise.

SECTION 16. NO THIRD PARTY BENEFICIARIES

This Ordinance is made for the exclusive benefit of Town and Company, and nothing herein is intended to, or shall confer any right, claim, or benefit in favor of any third party.

SECTION 17. SUCCESSORS AND ASSIGNS

- A. The rights granted by this Ordinance inure to the benefit of Company. Company may, without consent by Town, transfer or assign the rights granted by this Ordinance to an Affiliate of Company provided that such Affiliate assumes all obligations of Company hereunder and is bound to the same extent as Company hereunder, and has net capital and liquid assets reasonably equivalent to Company's as of the month immediately preceding the transfer or there are provided other guarantees or assurances of the transferee's or assignee's financial ability to perform this Ordinance reasonably acceptable to Town. Company shall give Town written notice thirty (30) days prior to such assignment.
- B. Town will have the right to approve the transfer or assignment of this Franchise except as provided in Section 17.A., provided that Town may not unreasonably withhold or delay approval to a transfer or assignment of this Franchise. Town shall not be obligated to approve any assignment if the assignee or transferee is materially weaker than Company. For the purpose of this Section 17.B., "materially weaker" means that the long term unsecured debt rating of the assignee or transferee is less than investment grade as rated by both Standard & Poor's Ratings Group, a division of McGraw Hill, Inc. or its successor ("S&P") and Moody's Investors Service, Inc. or its successor ("Moody's"). If the long

term unsecured debt rating of the assignee or transferee is not rated by S&P and Moody's or, if rated, such rating is materially weaker than that of Company, Town agrees to request and review such additional documents and information reasonably related to the transaction and the legal, financial and technical qualifications of the assignee or transferee, and that said approval shall not be withheld solely on the basis of such ratings, or the lack of such ratings. Any such assignment or transfer shall require that said assignee or transferee assume all obligations of Company to be bound to the same extent as Company hereunder. If within the first ninety (90) days after assignment or transfer to assignee or transferee, Town identifies a failure to comply with a material provision of this Franchise, Town shall have the right, after notice and opportunity for hearing before Council, to terminate this Franchise.

SECTION 18. COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

This Franchise is granted subject to the laws of the United States of America and its regulatory agencies and commissions and the laws of the State of Texas, and all other generally applicable ordinances of the Town, not inconsistent herewith, including, but not limited to, ordinances regulating the use of Public Rights-of-Way.

SECTION 19. FORCE MAJEURE

Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event either Town or Company is unable to comply with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which such party is so prevented shall not be counted against such party for any reason. The term "force majeure" as used herein shall mean any cause not reasonably within the control of the party unable to comply with its obligation or undertaking hereunder and includes, but is not limited to, acts of God, strikes, lock-outs, wars, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakage or accident to machinery or lines of pipe, inability to obtain or delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

SECTION 20. PREVIOUS ORDINANCES

When this Ordinance becomes effective, all gas franchise ordinances and parts of franchise ordinances applicable to Company or its predecessors in interest granted by the Town, are hereby repealed; provided, however, such ordinances or parts of ordinances shall survive and remain in effect

after the effective date of this Ordinance with respect to Company's obligation to pay Town any fees due and payable by Company pursuant to such ordinances or parts of said ordinances, even if such payments are not due until after the expiration and/or termination of said ordinances or parts of ordinances.

SECTION 21. NOTICES

Any notices required or desired to be given from one party to the other party to this Ordinance shall be in writing and shall be given and shall be deemed to have been served and received if: (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice:

If intended for Town:

Town of Addison

Attn: David Gaines

City Manager

P.O. Box 9010

Town of Addison, Texas 75001

With copy to:

Whitt L. Wyatt

Wyatt Hamilton Findlay, PLLC

5810 Long Prairie Road

Suite 700-220

Flower Mound, Texas 75028

If intended for Company:

Manager of Public Affairs

Atmos Energy Corp.

Mid-Tex Division

3697 Mapleshade Lane

Plano, Texas 75075

SECTION 22. PARAGRAPH HEADINGS, CONSTRUCTION

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION 23. SEVERABILITY

This Ordinance and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision, or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance. If any term or provision of this Ordinance is held to be illegal, invalid or unenforceable, the legality, validity or unenforceability of the remaining terms or provisions of this Ordinance shall not be affected thereby.

SECTION 24. NO WAIVER

Either Town or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION 25. ACCEPTANCE.

- A. In order to accept the Franchise granted herein, Company must file with the Town Secretary its written acceptance of this Ordinance within 60 days after the Town provides written notice to Company of this Ordinance's final passage and approval by Town (the "Town Adoption Notice").
- B. At 11:59 P.M. on December 31, 2043, all rights, franchises and privileges herein granted, unless they have already at that time ceased or been forfeited or extended by mutual agreement while a new franchise is being negotiated, shall at once cease and terminate; provided, however, this Ordinance and the franchise shall remain in effect after said time and date with respect to Company's obligation to pay Town any fees due and payable by Company pursuant to this Ordinance, even if such payments are not due until after the expiration and/or termination of this Ordinance.

SECTION 26. SEVERABILITY.

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 27. EFFECTIVE DATE.

This Ordinance shall become effective on January 1, 2024. PASSED AND APPROVED ON FIRST READING on this the day of , 2023. ATTEST: Irma G. Parker, Town Secretary Bruce Arfsten, Mayor Town of Addison, Texas PASSED AND APPROVED ON SECOND READING on this the _____ day of _____, 2023. ATTEST: Bruce Arfsten, Mayor Irma G. Parker, Town Secretary Town of Addison, Texas STATE OF TEXAS COUNTY OF DALLAS TOWN OF ADDISON I, Irma G. Parker, Town Secretary of the Town of Addison, Dallas County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the Town Council of the Town of Addison, Texas, at a ______ session, held on the _____ day of _____, 2023, as it appears of record in the Minutes in Book _____, page WITNESS MY HAND AND SEAL OF SAID TOWN, this the day of , 2023. Irma G. Parker, Town Secretary

Town of Addison, Texas

City Council 5. c.

Meeting Date: 09/26/2023

Department: Development Services

Pillars: Optimize the Addison Brand

Milestones: Continue to enhance and promote Addison's Identity

Prepare for the impact of new growth and development in Addison

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution for appointments to the Comprehensive Plan Advisory Committee (CPAC).

BACKGROUND:

At the August 22, 2023 City Council meeting, City Council approved a Professional Services Agreement with the selected planning consultant, Verdunity, to execute a scope of services for the Comprehensive Plan update. The scope reflects a robust and highly engaging planning effort that will help the Town address key policy issues related to:

- Growth And Redevelopment
- Housing
- Infrastructure and Mobility
- Social Amenities
- Fiscal Sustainability

This plan will include formal and informal community engagement events, individual interviews and focus groups, as well as web-based engagement mechanisms that allow residents to engage in the process at their own convenience. The City Council's comprehensive plan discussion can be viewed here. To support this planning process, the City Council will appoint an Advisory Committee of up to 25 members. This committee will serve as a sounding board for staff and the consultant as they develop the new comprehensive plan. It will include:

- 1 Planning and Zoning Commission member selected by the P & Z Chairman.
- ◆21 resident/business community members 3 selections for each Council member (requires one business community member selection per Council member).
- 3 legacy members (residents with a long history of service to the Town who can share context on how the Town has evolved) selected by collective decision of the Council.

Staff has solicited applications through promotion on the Town website,

Facebook, Instagram, Next Door, the Town newsletter and business newsletter, and through targeted outreach to key stakeholder groups. The application process concluded on Monday, September 18. In total, the Town received 54 applications, comprising 37 resident applicants and 17 business community applicants. When considering committee appointments, staff recommends that the City Council takes into consideration the following selection attributes, where feasible:

Location:

• Selected committee members should reflect representation for each geographic region of the Town.

Demographics:

 Selected committee members should reflect Addison's diverse demographics, and should be inclusive of key demographics that are less frequently represented on Town advisory committees. Young professionals and renters comprise a large segment of Addison's resident population and workforce, and it is important for those groups to be represented in this long-range planning process.

• Experience:

 Selected committee members should reflect a broad range of professional and life experiences, reflecting the varied interests that comprise Addison's resident and business community.

Perspective:

 Selected committee members should be inclusive of varied perspectives on the future of Addison. The committee would be well-served to accommodate divergent perspectives on key policy issues that the Town must address.

• Availability:

 Selected committee members should be able to commit to participate throughout the process. This includes both attending and preparing for CPAC meetings.

• Compatibility:

 Selected committee members should demonstrate capacity and commitment to work collaboratively with other committee members, Town staff, and the planning consultant. Members that are not able to communicate effectively and professionally can be detrimental to the effectiveness of committees like this.

At the September 19th Planning and Zoning Commission meeting, The Commission Chair appointed Vice Chair Denise Fansler to represent the Commission on the CPAC. With this item, staff requests that City Council make the 24 remaining appointments to the CPAC.

RECOMMENDATION:

Attachments

Resolution - CPAC Appointments

Presentation - Comprehensive Plan Advisory Committee Appointments

Applications - Comprehensive Plan Advisory Committee

Location Map - Comprehensive Plan Advisory Committee Applicants

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS CREATING THE COMPREHENSIVE PLAN ADVISORY COMMITTEE; ADOPTING COMMITTEE BYLAWS; AND APPOINTING COMMITTEE MEMBERS.

WHEREAS, the Town of Addison ("City") City Charter provides in Article VII (Municipal Planning and Zoning), Section 7.03 (Comprehensive Plan), that the Comprehensive Plan of the Town shall be used as a guide by the City Council and the City Planning and Zoning Commission for development of the Town with respect to land use, thoroughfares and streets, buffer zones, parks, and other matters affecting development; and

WHEREAS, the current Comprehensive Plan of the City was approved by the City Council on November 26, 2013; and

WHEREAS, the City Council seeks to apply best management practices for municipal comprehensive planning by reviewing and updating the Town's Comprehensive Plan, addressing major policy areas inclusive of growth and redevelopment, housing, infrastructure and mobility, social amenities, and fiscal sustainability; and

WHEREAS, the City Council finds that gathering input from the community and establishing an advisory committee to support the planning process are important components of the Comprehensive Plan update process;

WHEREAS, the City Council intends to herein establish the Comprehensive Plan Advisory Committee ("Committee"), which will be comprised of twenty-five (25) community members with interest in advising the process of updating the Comprehensive Plan for Addison; and

WHEREAS, the Committee's purpose will be to serve as a sounding board for City staff and the City's planning consultant as plan elements are developed and refined, and to engage residents and the business community throughout the Comprehensive Plan update process.

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

SECTION 1. The City Council hereby creates the Addison Comprehensive Plan Advisory Committee to carry out the purposes set forth in this resolution.

<u>SECTION 2</u>. The Committee shall be advisory in nature and shall exist and operate in conformance with the Committee Bylaws attached hereto as <u>Exhibit A</u>. The Director of Development Services shall be the primary staff liaison for the Committee.

SECTION 3.	The following	twenty-five (25)	Addison	residents	and	business	community
members are hereby ap	pointed to serve	on the Committee	ee:				

^{*}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 $\underline{26^{1h}}$ day of $\underline{SEPTEMBER}$, 2023.

	TOWN OF ADDISON, TEXAS	
	Bruce Arfsten, Mayor	
ATTEST:		
Irma Parker, City Secretary		

EXHIBIT A

COMPREHENSIVE PLAN ADVISORY COMMITTEE

Committee Bylaws

(Adopted and Effective September 26, 2023)

PURPOSE

The Town of Addison ("<u>Town</u>") Comprehensive Plan Advisory Committee ("<u>Committee</u>") will assist the City Council in fulfilling its responsibilities pertaining to reviewing and updating the Town's Comprehensive Plan in accordance with the 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 policy considerations:

- Growth and redevelopment;
- Housing;
- Infrastructure and mobility;
- Social amenities; and
- Fiscal sustainability.

Review and recommendations regarding the foregoing shall be informed by the adopted Comprehensive Plan together with the Town's existing ordinances and 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) May 1, 2025, subject to the resignation or removal of members in conformance with these Bylaws.

COMPOSITION

The Committee will consist of twenty-five (25) members appointed by the City Council. Each Council member should appoint three (3) Committee members, ensuring one (1) of the three (3) is a representative of the business community. Three (3) legacy members shall be appointed by collective action of the City Council and one (1) member shall be appointed by the P & Z Chair. 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 may elect to fill the vacancy by a simple majority vote of the City Council.

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

MEETINGS

It is anticipated that the Committee will meet once 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

EXHIBIT A

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.).

Thirteen (13) 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 for Committee action or to make a recommendation to the City Council.

The Director of Development Services or designee shall be present at all 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]

Town of Addison, Texas Resolution No.

2023 Comprehensive Plan Advisory Committee (CPAC) Appointments



ADDISON

- On August 22nd, Council approved the Professional Services Agreement with Dallasbased consulting firm Verdunity for a Comprehensive Plan Update.
- The Comprehensive Plan Update serves to guide the Town's future development patterns with strategic focus on policies addressing:
 - Growth and redevelopment
 - Housing
 - Infrastructure & Mobility
 - Social amenities
 - Fiscal sustainability



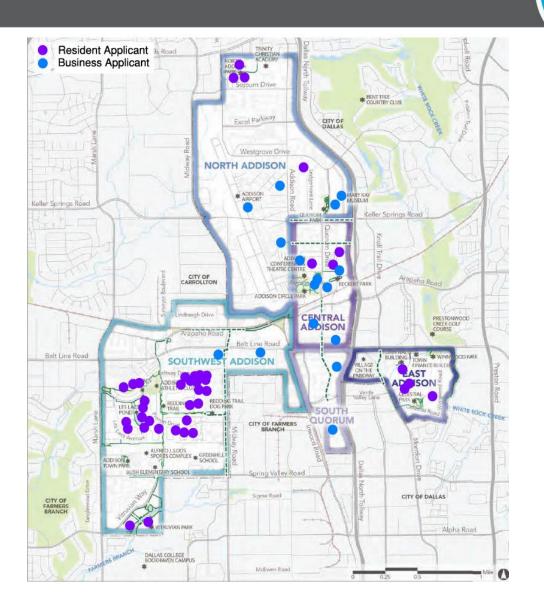


The Comprehensive Plan Advisory Committee (CPAC) will include:

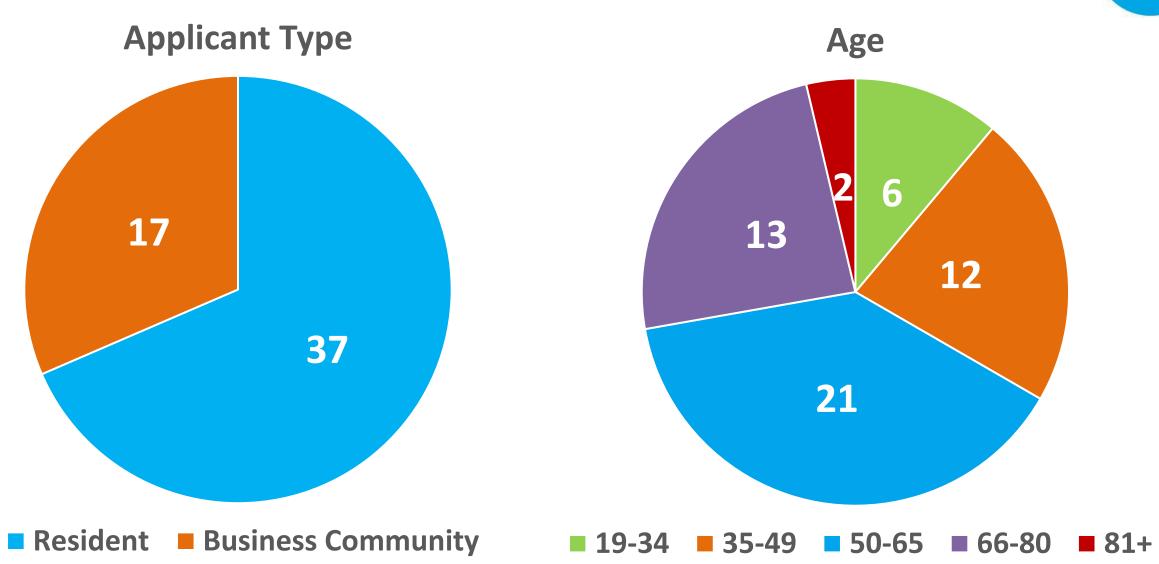
- A total of 25 committee members comprised of residents and members of the Addison business community. The committee will meet 12 times over the course of the project.
 - 1 Planning & Zoning Commission member Denise Fansler selected 9/19 by the
 P&Z Chair
 - Each Council Member should recommend 3 CPAC members (one selection for each CM should be a business community member)
 - 3 legacy members (residents with a long history of service in Addison) selected by collective decision of the Council

Staff received 54 applications for the Comprehensive Plan Advisory Committee (CPAC) over approximately three weeks.

- Applications were solicited through:
 - Town website
 - Facebook
 - Instagram
 - Next Door
 - Town newsletter
 - Business newsletter
 - Targeted outreach to key stakeholder groups
- Roughly 8,500 impressions and over 100 clicks online

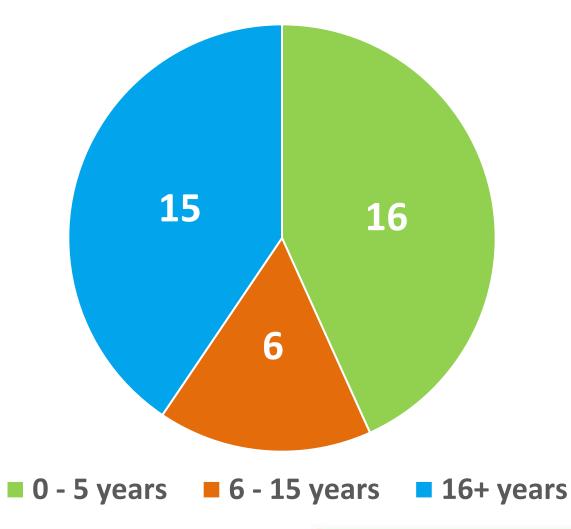




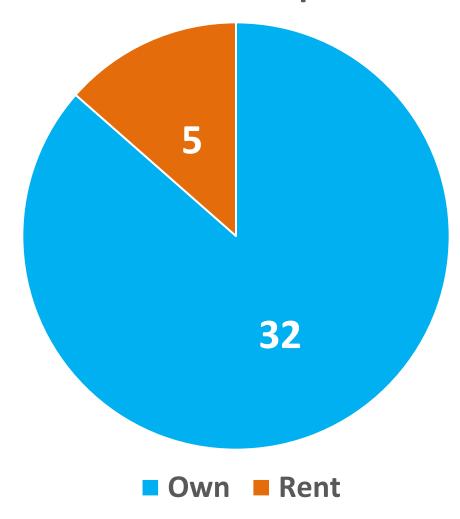




Residential Tenure

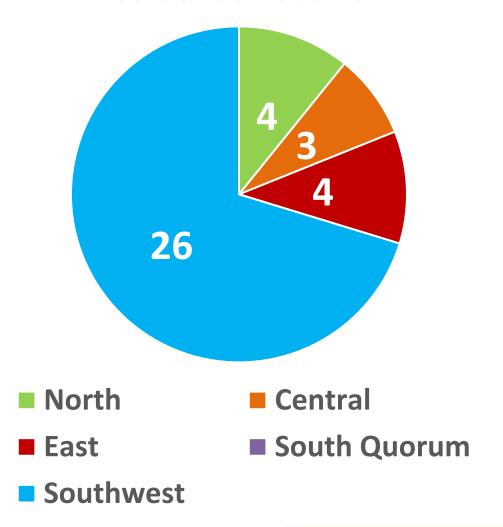


Home Ownership Status

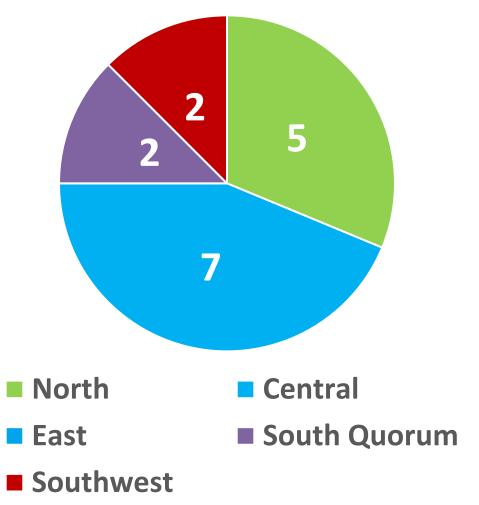




Residence Location



Business Location





CPAC Applicant Industry Type – Business Community





Each applicant was asked to rank the following policy topics in order of most to least important to address:

- Parks and recreation, and Town facilities
- Economic growth and resiliency
- Trail and sidewalk connectivity
- Housing types and ownership/rental mix
- Redevelopment, reinvestment (public and private), and neighborhood enhancement
- Transportation network (streets and public transit)
- Building form/scale and streetscape design



Top Two Concerns	Bottom Two Concerns
#1: Economic growth and resiliency (28/54)	#6: Trail and sidewalk connectivity (11/54), Building form/scale and streetscape design (11/54)
#2: Economic growth and resiliency (11/54)**	#7: Building form/scale and streetscape design (17/54)

Redevelopment, reinvestment (public and private), and neighborhood enhancement (10/54), Transportation network (streets and public transit) (10/54)



When considering committee appointments, staff recommends that the City Council takes into consideration the following selection attributes, where feasible:

- Residence/Business Location representation throughout Town
- Demographics diverse, inclusive of young professionals and renters
- Experience varied professional backgrounds
- Perspective openness to divergent perspectives on key issues
- Availability can be an active participant in the process
- Compatibility able to collaborate to address complex issues





Project Website Launch - Sep 2023

Verdunity will launch the project website for regular updating as the project continues through Dec 2024.



Public Project Kickoff - Oct 2023

Verdunity will facilitate a set of public meetings to introduce the project and host the first CPAC meeting.

Questions?

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Sunday, September 17, 2023 9:23:16 PM Last Modified: Sunday, September 17, 2023 10:12:25 PM

Time Spent: 00:49:08 IP Address: 76.183.160.206

Page 1

Q1

Name

Aaron J. Benjamin

Q2

Street

Home Address

Suite/Unit # (if applicable)

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address



Q5 0-5 years

How long have you lived in Addison?

Q6 19-34

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

I am a currently a Senior Project Architect at HEDK Architects, located in Addison. HEDK focuses on the design of multifamily and mixed use projects. I work in the design department, where my main focus on schematic design and design development. This also includes research and coordination with cities regarding their zoning and land use requirements. I am applying in a personal capacity, not as a representative of HEDK.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Before working at HEDK, I was employed at a nonprofit design center in Dallas called bcWORKSHOP. My projects there included affordable housing, disaster recovery housing, housing for the formerly homeless, and historical research into the history of the Dallas area. I have also been involved in the creation of multiple community based art projects. While in college I interned at Baltimore County Public Schools in their facility management and construction department helping maintain and construct their public facilities. I hold a Bachelors of Architecture, with a minor in Urban Policy and Planning, from the University of Southern California, where I graduated cum laude and won multiple awards.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- The arrival of the Silver Line
- Strong existing centers of development and activity such as Addison Circle and Vitruvian Park
- A strong business and retail climate that continues to attract both new businesses and new residents

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Making productive use of the limited amount of undeveloped land
- The need to reduce automobile dependence and strengthening multi-modal transportation such as DART, walking and biking.
- Ensuring a mix of housing types

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	7
Economic growth and resiliency	5
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	2

Q16

Please share why you would be well-suited to positively contribute to this committee.

I both live and work in the city of Addison. On one hand, I have a strong professional background in architecture and community design, with a particular focus on housing. My work and education means I am well acquainted with Comprehensive Plans and how they shape development within a city. On the other hand, I am currently a renter who loves this city and am actively looking to buy a house here, but am dealing with limited supply and rising prices. I would like to be part of the long term future of Addison, and believe my unique combination of professional and personal experiences makes me an ideal person to shape that future.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 12, 2023 10:22:52 AM Last Modified: Tuesday, September 12, 2023 10:48:42 AM

Time Spent: 00:25:50 **IP Address:** 208.86.48.92

Page 1

Q1

Name

Abigail Stoddart

Q2

Home Address

Street

City Dallas

State Texas

Zip Code 75214

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

Mary Kay Inc.

16251 Dallas Parkway

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Sr. Director of Mary Kay's Global Real Estate & Facilities - leadership over MK's owned and lease real properties, including undeveloped land

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

HP/HPE - Global Real Estate Business Relationship Manager - strategic planning for Enterprise Services (the EDS ~35MSF real estate portfolio); developed and lead HP's global labor & location strategy

Raytheon - Director of Facilities & Real Estate - leadership over a ~6MSF portfolio of leased & owned real property; lead metro-planning for DFW

Deloitte - Sr. Mngr - focused on M&A pre-merger cost savings & opportunities, post-merger integrations and business process improvements

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Barring yet to be planned vacations and business trips, none at this time

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Addison is located in a prime central location. I see the opportunities the same as the challenges:

- walkable areas/interconnecting 'islands' safely;
- green spaces/less concrete; and
- diversity of space types throughout the city parks, offices, residents, etc

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

See Opportunities

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	1
Trail and sidewalk connectivity	2
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

MK, as a long time resident, has a vested interest and supports the growth and future success of Addison.

Q17 I agree

COMPLETE

Collector:

Started: Wednesday, September 06, 2023 6:48:55 PM Last Modified: Wednesday, September 06, 2023 7:07:35 PM

Web Link 1 (Web Link)

Time Spent: 00:18:39 IP Address: 151,124,104,71

Page 1

Q1

Name

Al Angell

Q2

Home Address

Street

City

State

Zip Code

Dallas

Tx

75254

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 81+

Q7			
Name and address of business/organization that you represent (if applying as a business community member).			
NA .			
Q8			
What is your profession? (If employed, please list your employer and your role in the organization.)			
Retired			
Q9			
Please specify any past employment/life experience/education that may be relevant to this role.			
Entrepreneur in life insurance and real estate Advertising executive			
Q10			
Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.			
Addison Arbor Foundation			
Citizens Advisory Committee (PR) P & Z			
City Council			
Q11			
Have you participated in the Addison Citizens Academy?			
Yes			
Q12			
This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.			
Yes			
Q13			
Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.			
Sustainable growth			
Free exercise of religion			
Decorum at town hall meetings			

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Traffic Congestion Future of sustainability in retail Residential density

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	1
Economic growth and resiliency	2
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	5
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

Demonstrated willingness and ability to participate in communication and activity in support of the Addison Way

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 4:39:31 PM Last Modified: Monday, September 11, 2023 4:48:57 PM

Time Spent: 00:09:26 **IP Address:** 165.225.32.190

Page 1

Q1

Name

Al Cioffi

Q2

Home Address

Street

Suite/Unit # (if applicable)

City State

.

Zip Code

Addison

TX

75001

Q3

Phone Number



Q4

Email Address

Q5

6-15 years

50-65

How long have you lived in Addison?

Q6

Name and address of business/organization that you represent (if applying as a business community member).

None

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

VP Sales and Business Development, Plug Power

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Masters in Electrical Engineering, 40+ years professional experience with providing technology based solutions to complex business problems

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Trails committee, Sams club redevelopment committee

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Should be able to attend majority

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Defining and promoting the Addison brand Ensuring robust economic environment Amenities, Amenities, Amenities

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Economic resiliency Commuting Housing

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	1
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	2
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

30+ year resident of the metroplex and only recently moved to Addison. Hove both inside and outside perspective

Q17 I agree

Murphy

#46

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 12, 2023 9:35:04 PM
Last Modified: Tuesday, September 12, 2023 10:00:03 PM

Time Spent: 00:24:59 **IP Address:** 66.196.250.230

Page 1

Q1

Name

Andrew Rietschel

Q2

Home Address

Street

City

State TX

Zip Code **75001**

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 19-34

Name and address of business/organization that you represent (if applying as a business community member).

AQRD (Aerospace Quality R&D) Addison Airport, 4600 Claire Chennault Street Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

AQRD, partial owner, Aerospace Engineer & ops mgr.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

BS in Aero and Mech engineering, pilot, and have been involved with operations at KADS for almost a decade. Past resident of Addison and enjoy the vast majority of my work and personal time in Addison.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No. Have not heard of this.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Willing and able.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

1. 10 year grown/vision plan for the airport to grow with the needs of North Texas. 2. Airport related infrastructure sustainment and improvements and its parallels with the city as a whole. 3. Continue to foster the relationship between the public and the airport mgmt and businesses.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

1. Having the infrastructure to match the rapid grown of Addison and North Texas. 2. Growth of the western side of the airport (taxiway Bravo). 3. EMAS replacement at the southern end of the airport.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	5
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	3

Q16

Please share why you would be well-suited to positively contribute to this committee.

The success of the airport is directly related to the success of the town as a whole. My engineering expertise and operational knowledge of Addison airport, and as a business owner in the mid-30s age range will offer a unique perspective on the future of the airport & city which I have a vested interest in to be successful.

Q17 I agree

#9		
COMPLETE		
Collector: Started: Last Modified: Time Spent: IP Address:	Web Link 1 (Web Link) Saturday, August 26, 2023 11:11:23 AM Saturday, August 26, 2023 1:09:36 PM 01:58:13 50.18.69.168	
Page 1		
Q1		
Name		
Ann B. Sudduth		
Q2		
Home Address		
Street		
City		Addison
State		TX
Zip Code		75001
Q3		
Phone Number		
Q4		
Email Address		
Q5		16+ years
How long have you	lived in Addison?	

81+

Q6

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

- 1. Director Out patient Alcohol and drug treatment center
- 2. Education Technology Consultant
- Managed information for the Diocese of Austin Office of Catholic Schools (21 schools)

I retired for the 2nd time in July 2022

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I have been working with technology since 1980

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I served 2 terms on the Addison Town Council (1994-2000)

Prior to that I served 2 or 3 terms on P&Z

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Identify how technology will impact the plan
- 2. Continue to provide amenities for residents
- 3. Identify maintenance of infrastructure

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Technology's role in future planning, future redevelopment needs and transportation. I believe our challenges are also opportunities to maintain "the Addison way"

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

My knowledge from Planning and Zoning and awareness of our need to understand how technology is changing the way we work and conduct business.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 2:10:45 PM Last Modified: Monday, September 11, 2023 2:46:50 PM

Time Spent: 00:36:05 **IP Address:** 24.162.5.67

Page 1

Q1

Name

Barbara Papas

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code

ADDISON

TX

75001-4421

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

N/A (not applying as a business community member)

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Mergers and Acquisitions/Finance professional

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Vice President of Addison Arbor Foundation. Former VP of Texas Instruments. Strong financial background (MBA, retired CPA, investment banking). Active and knowledgeable resident.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Served on Advisory Committee for dog parks. Served on the Art Committee for the DART rail system and attend most DART meeting updates.

Q11

Have you participated in the Addison Citizens Academy?

Graduate of Addison Citizens Academy

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

As far as I know.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Capitalizing on the DART rail/TOD development, the airport and our central location in the North Dallas corridor.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Refreshing Addison's legacy developments vs. newer communities in Frisco, Plano, etc.; maintaining a safe environment for residents and businesses; maintaining service and amenities given economic constraints

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	1
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	5
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I believe I have a broad perspective given my work and travel experience as well as participation in the Addison Arbor Foundation. I have lived in this area for over 30 years and watched the growth in the areas surrounding Addison. I believe we can make Addison better and capitalize on our central location and the TOD to be a unique destination.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Thursday, August 31, 2023 8:56:46 PM Last Modified: Thursday, August 31, 2023 9:04:11 PM

Time Spent: 00:07:24 IP Address: 99.101.44.225

Page 1

Q1

Name

Benjamin victor gossman

Q2

Home Address

Street

City

State

Zip Code

Dallas

TX

75287

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

java&hopps

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

cafe owner

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

hoa board member

chef

business owner

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

no

Q11

Have you participated in the Addison Citizens Academy?

no

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

non

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

land development business backing

communities outreach

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

possible increase in petty crimes with new train services. increase in homeless restaurant association

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	1
Economic growth and resiliency	2
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I believe in listening to other views on a subject

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 18, 2023 4:16:37 PM Last Modified: Monday, September 18, 2023 4:47:18 PM

Time Spent: 00:30:41 **IP Address:** 47.187.5.172

Page 1

Q1

Name

Britton Wells

Q2

Home Address

Street

City Southlake

State Texas
Zip Code 76092

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

Acram Group

5080 Spectrum Drive, Suite 530E, Addison, TX

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Acram Group

Director of Acquistions, DFW market leader

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

12 years in the commercial real estate industry (10 years at Invesco Real Estate and 2 years at Acram Group), Masters in Real Estate from Texas A&M University, experience on several real estate boards and non-profit real estate organizations (TREC, Aggie Real Estate Network, Southlake zoning board of adjustment, ULI, etc). Current homeowner and developer.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am likely going to be serving on the Southlake Planning and Zoning Board that will meet on the first and third Thursday of every month.

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- -Capitalizing on the growth in DFW
- -Addressing and laying the groundwork for underutilized sites and locations across the Town
- -Potential incentives that might boost development in the city and attract future investment in Addison given the current (and likely near-term) state of the market

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- -How to differentiate itself from other jurisdictions that are competing for commercial tenants and residents
- -Stigmas around apartment and more affordable housing developments
- -Planning for the future during a downturn can be difficult and may lead to making poor decisions without the perspective of what the market will look like in ~5 years, ~10 years

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	2
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I'm a homeowner and a commercial real estate buyer and developer. So, I understand how comprehensive plans impact both sides of the aisle. I'm also a local stakeholder as my company owns a \$175M office investment in Addison.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, August 30, 2023 6:12:56 AM Last Modified: Wednesday, August 30, 2023 6:56:53 AM

Time Spent: 00:43:57 IP Address: 162.232.247.38

Page 1

Q1

Name

Carlos Jasso

Q2

Street

Home Address

Suite/Unit # (if applicable)

State

City

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

0-5 years

How long have you lived in Addison?

Q6

35-49

Name and address of business/organization that you represent (if applying as a business community member).

NA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Grundfos - Senior Business Development Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Graduated from SMU Cox School of Business, have lived overseas and have employment experience in one of the largest security companies in the world. Currently working at largest manufacturer of pumps in the world snd focusing on offering digital solutions that help corporations and municipalities with sustainability and energy optimization.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Demographic changes of residential ownership (boomers to younger generations)
- 2. Taking advantage of State financial growth
- 3. Community infrastructure and services enhancements

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Sustainable growth and urban planning
- 2. Climate change resilience
- Technological advancements

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	2
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have experience living overseas and being able to share my experience living abroad and what should and shouldn't be implemented in Addison. I'm a new property owner to Addison with a young family that takes advantage of many of the city's amenities like George HW Bush Elementary, Addison Athletic Club, trails and ponds, etc. Planning on living here for many years to come and have lived in the adjacent neighborhoods for close to 20 years. Educated and graduated from local university SMU and can use those connections.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 18, 2023 9:04:36 AM **Last Modified:** Monday, September 18, 2023 4:20:39 PM

Time Spent: 07:16:02 IP Address: 162.227.87.192

Page 1

Q1

Name

Carol Rennesund

Q2

Home Address

Street

Addison City State

Zip Code 75001

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

What age group do you fit in?

Texas

_	_	_
•	•	=
		- 4
	_	

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Commercial Real Estate and Finance Paralegal

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I've been a commercial real estate paralegal for 35 years and have worked for both development and lender clients. I have and continue to be responsible for analyzing commercial properties with emphasis on acquisitions, development, zoning, title insurance, property assessments and appraisals. I worked with city and/or county officials, architects and the builder for the planning and development of an international headquarters in Clearwater, Florida and a couple of 800-acre developments in Tampa, Florida. I routinely work with zoning consultants around the country with respect to existing and future planned developments and land use projects.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Culinary Committee (Inwood/Culinary District) (2007)

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Place greater emphasis on the development and beautification of west Addison.
- 2. A common refrain in the Comprehensive Plan concerns the lack of landscaping by businesses that are grandfathered in and therefore are not required to comply with the newer landscaping requirements. Perhaps this issue can be resolved in part by the Town working with local nurseries for donations of trees and other plants in exchange for acknowledgments in promotional materials for the big Addison events. This landscaping could help beautify the Town significantly.
- 3. Address the need for greater police presence due to the significant increase in multifamily housing.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Revisit the Comprehensive Plan's Goals, Objectives and Strategies to determine if and how they are being followed and/or implemented.
- 2. Review the changes that have taken place in Addison over the past ten years to determine what additional attention is needed.
- 3. Address future office development while considering the emergence of folks who are now working from home taking a look at how other communities around the country are handling this change. Also, what businesses should be encouraged that can provide services to those who work from home.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	2
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	4

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have lived in Addison for 18.5 years and support the local businesses as much as possible. There have been many improvements over the years and there is room for more. I can offer my ideas while utilizing my strong professional background in residential and commercial real estate and planned development. I have a personal desire to see Addison continue to prosper and attract new businesses that serve the needs of Addison's residents.

Q17 I agree

#	1	7
11	_	1

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, September 01, 2023 8:17:58 AM Friday, September 01, 2023 8:36:56 AM

Time Spent: IP Address: 00:18:57 24.27.95.61

Page 1

Q1

Name

Carole Lucio

Q2

Home Address

Street

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

16+ years

How long have you lived in Addison?

Q6

50-65

Name and address of business/organization that you represent (if applying as a business community member).

Catzhair, LLC

5040 Addison Circle

Addison Texas

Business name- Addison Hair Restore+ Carole Lucio Salon

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Business owner-Cosmetology-Board Certified Colourist- Registered Tricologist-President of Catzhair LLC

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Business Owner for 30 Years-Manager Neiman Marcus-Docent George Bush Presidential Center-College Degree

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

City of Carrollton Committee Chairman-Advisory Committee-Texas Cosmetology Association

Q11

Have you participated in the Addison Citizens Academy?

Carrollton Citizens Academy

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

As long as I know in advance so I can schedule the meetings

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

1/

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

1/Traffic flow 2/Commercial Parking 3/Walking Trails

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	2
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

Love Addison & Interested in Controlled Growth

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, September 06, 2023 1:45:47 PM Last Modified: Wednesday, September 06, 2023 2:50:37 PM

Time Spent: 01:04:50 IP Address: 99,13,120,242

Page 1

Q1

Name

Charles Novick

Q2

Home Address

Street

City Dallas

State TX

Zip Code 75254

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 66-80

Name and address of business/organization that you represent (if applying as a business community member).

NA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Consultant - self employed

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

BSBA Production Management; MS Engineering Management; Multiple new business startups; business owner for 22 years; consultant to international businesses; serve on HOA committees; participated on Addison Citizenship Academy 2023

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, I do have some scheduled time out of town in late October but will be available via Zoom if there is a conflict in the schedule.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Housing
- Infrastructure, services and manpower needs related to Addison services
- 3. Social services needed for a diverse population
- 4. Sustain the "Addison Way" the next 20 years

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Address the challenges of a mobile, transient population, apartment dwellers and the needs of the permanent home owners.
- 2. Manpower needs for law enforcement; fire firefighters and other town services for the next 20 years.
- 3. Traffic

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	1
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	2
Redevelopment, reinvestment (public and private), and neighborhood enhancement	6
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I lived in Richardson, Texas for 35 years and can share my experience there and what brought us to Addison. As well bring my business insight from working for a major corporation to starting multiple businesses and consulting with major Latin American businesses expanding into the USA.

Q17 I agree

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COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, September 01, 2023 8:26:49 PM Friday, September 01, 2023 8:44:11 PM

Time Spent: IP Address: 00:17:21 24.162.4.93

Page 1

Q1

Name

Conrad Ornstein

Q2

Home Address

Street

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

6-15 years

How long have you lived in Addison?

Q6

66-80

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Name and address of business/organization that you represent (if applying as a business community member).

Self

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Retired

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Worked with the United States Agency for International Development (USAID), working with local community groups, government, and nonprofit organizations to develop plans and processes for community development,

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I can commit to once monthly Thursday meetings.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Walkability, neighborhood integration (making it possible to move about Addison by foot or bike; connecting Addison to itself), economic development

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Traffic management, walkability, housing.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	6
Trail and sidewalk connectivity	1
Housing types and ownership/rental mix	5
Redevelopment, reinvestment (public and private), and neighborhood enhancement	7
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	4

Q16

Please share why you would be well-suited to positively contribute to this committee.

In my work career I worked extensively in the public sector to help communities plan their futures. While working in Jamaica with USAID I was part of the team that helped the country to create and develop its park system, as well as advise the newly formed planning and zoning entity. I am an avid cyclist and enjoy the growing trail system in the Dallas area, something that I think is a great example of a maturing city.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Sunday, September 17, 2023 8:33:34 PM **Last Modified:** Sunday, September 17, 2023 9:17:19 PM

Time Spent: 00:43:45 IP Address: 107.116.7.42

Page 1

Q1

Name

Curtis Green

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code 75001

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 19-34

What age group do you fit in?

Addison

TX

	7
u	•

Name and address of business/organization that you represent (if applying as a business community member).

NA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Software Engineer

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I read the 2013 comprehensive plan, as well as the master plans published in recent years because I was interested in what is and will be happening in the area

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- Improve brand consistency throughout Addison so it's obvious when you enter or are within Addison
- With the development of the silver line and the transit oriented development, Addison is poised to grow an attractive hub for residents and nearby cities to come visit
- Anecdotally, I've heard many people that move to Addison as early professionals but then move away to cities a bit north when they want to start a family. The city can either double down on that identity and try to capture more of that demographic, or be more well rounded and try to convert them into long-time residents. Regardless of what is chosen, I think the decision will have a large impact on the overall vision for Addison

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- The town has written in several reports that they have a goal of increasing the ratio of fee-simple housing to rental housing. However, all recent plans that I have seen have further gone in the opposite direction, citing that multi-family housing is often needed to subsidize building new town homes or other fee-simple housing. Addressing this, or adjusting the goal to be more realistic, is a difficult challenge that I think should be discussed
- While the economy has been slowly recovering from the pandemic, there are still many retail locations that remain empty. The city will need to address how to best improve economic resiliency as well as how to best use these locations in the future
- A large change since 2013 has been the rise of remote and hybrid work; this has caused a reduction in the utilization of commercial office buildings. The update should address how to maintain and improve the attractiveness of these properties, as well as potential ways to repurpose them if they are no longer financially viable

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	7
Trail and sidewalk connectivity	1
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	5

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q16

Please share why you would be well-suited to positively contribute to this committee.

Addison has a large demographic of young professionals living in multi-family housing, but most residents that attend recent city meetings tend to be home owners in a later stage of life. I think I can positively contribute by representing potential perspectives of my age group to help round out the committee

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 12, 2023 7:20:30 AM Last Modified: Tuesday, September 12, 2023 7:42:46 AM

Time Spent: 00:22:15 **IP Address:** 2.56.191.134

Page 1

Q1

Name

Daniel Coyle

Q2

Home Address

Street

City

State

Zip Code

Aubrey

TX

76227

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

APEX Automotive Companies, LLC. 4756 Frank Luke Drive Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

APEX Automotive Companies, LLC. Founder/Managing Member

09

Please specify any past employment/life experience/education that may be relevant to this role.

Went to school for Business Management, Marketing and Photography, I know what it takes to run a business, promote and create aesthetically pleasing projects. I have started and managed multiple companies in various sectors from Real Estate, Automotive, Fashion to Photography. Real world experience owning and running these businesses in a variety of sectors provides me with a unique set of life and business experiences that I feel would be an asset to the CPAC Committee.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I can meet in person Thursdays for a majority of the meetings.

013

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Fiscal Sustainability, Growth and Housing /Infrastructure.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Housing, Growth Sustainability and Safety/Security of it's citizens.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	2
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have a shared passion for business management, entrepreneurship, real estate and people. I have lived in multiple states and spent time in many different countries and understand people of all socioeconomic profiles. I believe I am very well suited for this committee and welcome the opportunity to become more involved in Addison's future since it has been such a wonderful place to work, make friends and enjoy being a Texan in. My life experiences in business, personal achievement, failures and triumphs have provided me with a well-rounded worldview suitable to adding value to a team environment. I am a family man with high standards and exceptional moral character. I believe all of this makes me very well suited to positively contribute the this committee as a valuable part of the team.

Q17 I agree

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Saturday, September 09, 2023 8:58:35 AM Saturday, September 09, 2023 9:33:18 AM

Time Spent: IP Address: 00:34:43 104,176,12,81

Page 1

Q1

Name

David Collins

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

25

0-5 years

How long have you lived in Addison?

Q6

66-80

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q7		
ame and address of business/organization that you represent (if applying as a business community member).		
NA .		
-		
Q8		
What is your profession? (If employed, please list your employer and your role in the organization.)		
Retired		
Q9		
Please specify any past employment/life experience/education that may be relevant to this role.		
40 years experience in commercial real estate in various roles in development, leasing and managing retail, office and industrial properties. Lifelong interest in architecture and urban planning with memberships in various organizations that deal with these areas.		
Q10		
Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.		
Have been on multiple committees including the latest Charter Committee, a committee dealing with the Town's image/branding and a trail/wayfinding committee		

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm), Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able to fully participate.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- -With the coming of the Silver Line, the full actualization of Beltline as the "Main Street" of Addison.
- -Integrating the trail system with surrounding towns and expanding to Addison. Err on the side of favoring walkability.
- -Addison has the best location in North Texas. One that combines a unique mix of residential, commercial, retail, hospitality and aviation. This is both our greatest strength and potentially, a source of future risk. The comprehensive plan is the process to critically evaluate all of these elements. I believe we are at a critical juncture and must being be bold, open to fresh thinking and proactive.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- -Developing a zoning overlay and mechanism to revitalize Inwood Road from Spring Valley to Beltline
- -Beltline is both an opportunity and a risk. Done right, it will remain the signature of Addison.
- -With work from home redefining office occupancy and the aging inventory of office buildings in Addison, address this by creative zoning options including the possibility of subsidies to ensure that this vital component of the town stays viable.
- -Given the preponderance of multifamily properties, and to ensure the stability and long term health of Addison, develop zoning flexibility and creative mechanisms to support the further development of fee simple home ownership.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5	
Economic growth and resiliency	4	
Trail and sidewalk connectivity	6	
Housing types and ownership/rental mix	2	
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1	
Transportation network (streets and public transit)	7	
Building form/scale and streetscape design	3	

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have been an active participant in the future of Addison since moving here five years ago. I care deeply about building on the foundation that has been laid. I have a broad understanding of commercial development patterns and practices. I am a student of urban planning and have studied and observed best practices in the area. I am open minded. When I commit to something, I work hard to ensure a successful outcome.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Saturday, September 09, 2023 3:11:59 PM Last Modified: Saturday, September 09, 2023 3:30:41 PM

Time Spent: 00:18:42 IP Address: 98,156,193,255

Page 1

Q1

Name

Herb Moncibais

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code

Dallas

Texas

75229

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

Americas Chamber for Business

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Business & Community Sustainability and growth Advisor

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Partnership and Connector to Small Business Administration, Texas Governors Business Panel. Business Experience with authorized representation with Microsoft, Intel, cybersecurity infrastructures.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Sorry No

Q11

Have you participated in the Addison Citizens Academy?

Sorry No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Growth & Re Development 2) Infrastructure and Mobility and 3) Fiscal Sustainability

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Housing, Social Amenities and diverse communities

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

My experiences working with Americas Chamber for Business learning from the cities, communities and countries we serve. The educational experience from working with these sources is beneficial.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Thursday, September 07, 2023 12:19:04 PM Last Modified: Thursday, September 07, 2023 12:57:53 PM

Time Spent: 00:38:49 IP Address: 99.36,104,9

Page 1

Q1

Name

James (Jim) Decuir

Q2

Home Address

Street

City

State

Zip Code

Dallas

Texas

75254

Q3

Phone Number

Q4

Email Address

Q5 6-15 years

How long have you lived in Addison?

Q6 66-80

Name and address of business/organization that you represent (if applying as a business community member).

None except I am on the Board for Oaks North HOA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

CPA

Construction

All mainly self employed - Currently retired.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

CPA, home construction, and furniture both retail and small manufacturing. All as a small business owner except CPA was with a large Big 8 firm and the later on my own.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Population growth needs/changes. Future utility needs, proper land usage, budget and bonds, safety. Maintaining and promoting the Addison way.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Proper land usage and rezoning to benefit the whole community. Hiring of a proper number of police and paying them above averages to keep them. Budget and taxes.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

Currently on Oaks North HOA Board. Serving on Finance and Legal committee for another POA. I am interested in planning for the future. Would like to think I am open minded to change.

Q17 I agree

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, September 08, 2023 8:15:05 PM Friday, September 08, 2023 8:40:08 PM

Time Spent: IP Address: 00:25:03 162,227,87,225

Page 1

Q1

Name

Jennifer Apperti

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

0-5 years

How long have you lived in Addison?

Q6

35-49

Name and address of business/organization that you represent (if applying as a business community member).

Citizen

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Deputy Director of Tower Center for Public Policy and International Affairs at SMU and Director of the Texas-Mexico Center at SMU.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

In my current job, part of my duties include promoting policy recommendations and making sure students understand policymaking. I'm constantly working with the experts who create these policy recommendations and have learned a lot from them. Asides from that, I used to be an Foriegn Service officer at Mexico's Consulate General in Dallas, and having worked for a government entity, even though foreign, has also given me experience in executing and implementing policies.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Not yet, given that I moved to Addison very recently.

Q11

Have you participated in the Addison Citizens Academy?

Not yet, but hoping to do so.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Creating a sustainable mobility plan for the next 20 years; park sustainability; space optimization for future business development.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

How do we keep a small town feel while managing its growth; how do we maintain a balance between growth and fiscal responsibility; how do we balance having houses vs only apartment complexes.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	6
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	2

Q16

Please share why you would be well-suited to positively contribute to this committee.

Asides from being passionate about policy and Addison, I love planning, I love brainstorming and team work. I think I'd be able to contribute ideas in a collective setting. Having trained as a diplomat also means I am willing to compromise and find common ground with which to work with others.

Q17 I agree

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77	1	
++		

COMPLETE

Collector:

Started: Saturday, August 26, 2023 2:49:07 PM Last Modified: Saturday, August 26, 2023 3:23:02 PM

Web Link 1 (Web Link)

Time Spent: 00:33:54 IP Address: 104.176.12.139

Page 1

Q1

Name

Jim Duffy

Q2

Home Address

Street

City

Zip Code

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 66-80

_	
\sim	7
E 1	
\sim	-

Name and address of business/organization that you represent (if applying as a business community member).

None

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Retired

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Construction executive in general contracting and real estate development

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

City Council,

Planning & Zoning Commission,

Board of Zoning Adjustment,

Unified Development Code Committee,

Charter Review Committee,

Bond Program Committees,

Addison 2020 Committee

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

None

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Redevelopment options Economic Development Plan Mobility Coordination

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Infrastructure and facilities improvements Fiscal Stability Housing

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	2
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	5
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	3
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have lived in Addison since 1983 and have served in many capacities in service to the community. I have seen the growth and development of the community through many highs and lows so I have a somewhat unique perspective on what has worked and what has not been as successful in both planning and execution.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 1:40:11 PM Last Modified: Monday, September 11, 2023 7:56:05 PM

Time Spent: 06:15:53 **IP Address:** 24.162.6.228

Page 1

Q1

Name

Jim Peck

Q2

Home Address

Street

Suite/Unit # (if applicable)

City State

Zip Code

Zip Couc

Addison

Texas

75001

Q3

Phone Number



Q4

Email Address

Q5

How long have you lived in Addison?

0-5 years

Q6 66-80

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

JLL, Commercial Real Estate, Senior General Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

30+ years in commercial real estate in multiple markets. 6 year's service on the City of Albuquerque Environmental Planning Commission. The EPC is the oversight body for the City's planning and zoning. I helped on the rewriting of the zoning process in Albuquerque.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

 $\label{thm:constraint} \mbox{Traffic, walkable neighborhoods, commercial and residential coexistence.}$

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

The same as above. The Town of Addison is always evolving, and blending the various elements of development needs to be thoughtfully designed.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6	
Economic growth and resiliency	1	
Trail and sidewalk connectivity	4	
Housing types and ownership/rental mix	5	
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2	
Transportation network (streets and public transit)	7	
Building form/scale and streetscape design	3	

Q16

Please share why you would be well-suited to positively contribute to this committee.

I am a thoughtful consensus builder, put never afraid to express my opinion. We've lived in Addison for almost 5 years, and we chose to live here for all the Town has to offer. I'd like to put my knowledge and experience to work in helping make Addison a better place to live, work and play.

Q17 I agree

Irving

#40

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 6:27:16 PM Last Modified: Monday, September 11, 2023 7:12:42 PM

Time Spent: 00:45:25 **IP Address:** 98.156.154.201

Page 1

Q1

Name

Jonathan Peck

Q2

Home Address

Street

City

State TX

Zip Code **75061**

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

Nate's Seafood 14951 Midway Rd. Addison, Tx. 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Owner and President of the corporation.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I have been involved in Addison commerce since 1989, when my father Nate opened our restaurant!

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

N/A

Q11

Have you participated in the Addison Citizens Academy?

N/A

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able, and would love to!!!

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Going green or a Green Initiative
- 2. Marketing the trail as a destination spot.
- 3. The exclusive housing to soon be offered for purchase and lease.

4.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Traffic
- 2. Crime
- 3. Homelessness

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	7
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

- 1. I own and operate one of the more successful restaurants in Addison. A business that was established and has thrived in Addisobsince 1989.
- 2. I am committed to the growth of our Town.
- 3. I have witnessed firsthand the growth and development of Addison over the past 30 plus years.

Q17 I agree

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Sunday, September 03, 2023 7:07:10 PM Sunday, September 03, 2023 7:44:35 PM

Time Spent: IP Address: 00:37:25 72.178.19.134

Page 1

Q1

Name

Joseph Hornisher

Q2

Home Address

Street

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

6-15 years

How long have you lived in Addison?

Q6

19-34

Name and address of business/organization that you represent (if applying as a business community member).

Kimley hom

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Kimley hom - Civil engineer - project manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Land Development of office, retail, and multi-family including rezoning. Apart of JPI Addison Heights at airport and Addison. First 3 years of my career included engineering projects for general aviation airports.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Citizen academy, trail master plan update, unified development code.

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Update the vision that will guide Addison staff, policy makers, and potential developers into the next 15 years.

Evaluate the town as a whole for opportunities instead of small target areas.

Identifying partnership opportunities and working with surrounding cities due to Addison size and location.

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Creating a more integrated community between residents (renters and owners) and businesses.

increasing diversity in uses and not being overly reliant on a few market sectors.

How to handle redevelopment of small parcels to meet a long term objective.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

My job involves working with others to complete projects. This involves a collaborative mind set and the ability to build off others ideas and being open to ideas. I also think that I can bring a development and implementation mindset as my job has required me to reference comprehensive plans before.

Q17 I agree

#7		
COMPLETE		
Collector:	Web Link 1 (Web Link)	
Started:	Friday, August 25, 2023 5:01:27 PM	
Last Modified: Time Spent:	Saturday, August 26, 2023 9:36:59 AM 16:35:32	
IP Address:	76.183.160.172	
Page 1		
Q1		
Name		
Judy Lindloff		
Q2		
Home Address		
Street		
City		Addison
State		Texas
Zip Code		75001
Q3		
Phone Number		
Q4		
Email Address		
Q5		16+ years
How long have you	lived in Addison?	### * * * * * * * * * * * * * * * * * * *
long have you	11 - 0-0 11 / 1000000011	

66-80

Q6

Name and address of business/organization that you represent (if applying as a business community member).

NA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

NA

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Owned and operated business affiliated with new construction development; stand alone homes, condos and apartments. Serving as board president for Towne Lake Homeowners Association of Addison for 12 years. Served on early Sam's Committee followed by last years Sam's Committee of 17 members for a period of 8 months. Teaching certification. Public speaking. Account Executive for Ad Agency.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

NA

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Growth and expansion of business opportunities.
- 2. Plan for that growth with consideration in types of housing and living environments.
- 3. Focus on the essentials, needs and wants, such has health and well being that can driven by connectivity both physical and social.

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Look to the needs and interests of the generation that can be the driver for successful and positive growth and development of the town.
- Ensure that existing amenities remain in tact while expanding the core amenities with consideration to future needs and interests.Arriving at a strategy that educates and helps bring about a better understanding and comfort level that changes are not really a threat to the status quo but can actually enhance the lives of everyone including the more mature residents of our town.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	3

Q16

Please share why you would be well-suited to positively contribute to this committee.

Pragmatic in my approach. Tend to think long term as it relates to benefits or potential consequences of actions / decisions. Considerable experience in interacting with individuals and groups with wide and divergent opinions and preferences.

Q17 I agree

COMPLETE			
Collector:	Web Link 1 (Web Link)		
Started: Last Modified:	Friday, August 25, 2023 4:32:37 PM Friday, August 25, 2023 5:04:35 PM		
Time Spent:	00:31:57		
IP Address:	75.16.189.200		
Page 1			
Q1			
Name			
Kathryn Eriksen			
Q2			
Home Address			
Street			
City		ADDISON	
State		TX	
Zip Code		75001	
Q3			
Phone Number			
Q4			
Email Address			
Q5		0-5 years	-
How long have you	lived in Addison?		
Q6		50-65	
What age group do	you fit in?		

Name and address of business/organization that you represent (if applying as a business community member).

Empowered Way Coaching

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Self-employed as a Women's Wealth Coach, author, speaker, and marketer.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I practiced law for 23 years as a personal injury defense attorney. The ability to consume large amounts of information, analyze it, and determine the crucial elements so action steps can be decided was part of my daily practice.

I was a member in the most recent Addison's Citizens Academy.

I currently serve as Secretary of the Towne Lake Homeowners Association.

I have served on various neighborhood Boards, including the Waxahachie Historic Board, the Swiss Avenue Historic District, and the King William Historic District in San Antonio.

I was the project coordinator for County Judge, Carol Bush, in Ellis County and was involved in many community projects. Working behind the scenes in County government gave me a perspective of how decisions are made, what the impact and cost of those decisions are, and how to manage project details while keeping the larger goals in sight.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

N/A

Q11

Have you participated in the Addison Citizens Academy?

Yes - 2023

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, I can commit to attending the meetings on Thursdays.

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Capitalize on opportunities to redevelop older buildings to rejuvenate the restaurant and retail sectors.
- 2. Require recreational venues to be included in all new construction projects.
- Whenever possible, encourage developers to create walkable projects that include trees, beautification, and accessibility.

3.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update,

- 1. include a deadline for completion of all new projects, to avoid the Addison Grove situation.
- 2. Provide more communication opportunities for residents to speak to and ask questions of Town Council.
- Establish clear guidelines for developers to use in designing their projects. For example, establish a percentage of Fee Simple homes to be included in every project.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	3
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	2

016

Please share why you would be well-suited to positively contribute to this committee.

I am from Dallas and have lived here most of my life. Addison was always the place to go out to eat - I never considered living here. Now that I do live here, I realize that it is a hidden gem of a community. The problem is that many areas and assets are aging, outdated or empty.

A comprehensive plan is only as good as it's components. Because of my legal training, community involvement, and work in County government, I will bring a unique perspective to the meetings.

The CPAC revision and update is crucial for Addison to evolve into an even stronger, energized community of businesses, residential, and retail opportunities.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Thursday, September 07, 2023 11:16:36 AM Last Modified: Thursday, September 07, 2023 11:34:51 AM

Time Spent: 00:18:14 IP Address: 24,162,6,94

Page 1

Q1

Name

Kathryn Wheeler

Q2

Home Address

Street

City Dallas

State TX

Zip Code 75254-7650

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

citizen/homeowner

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Licensed Interior Designer, self employed

Q9

Please specify any past employment/life experience/education that may be relevant to this role,

40+ year as Interior Designer, with 12 hours of continuing education classes each year

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

City Councilman, Planning & Zoning Chair and Vice-Chair, Board of Zoning Adjustment, Airport Master Plan Committee Member, 2013 Comprehensive Plan Committee member

Q11

Have you participated in the Addison Citizens Academy?

yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Consistency of Addison's Look and Brand. Forward thinking in our ideas for what Addison should be and look like. Open-mindedness in our redevelopment.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update,

Look at our older apartments-could these be updated/improved. Traffic issues, while not necessarily what we are working on needs to be thought thru. Find a way to balance apartment vs. single family housing.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	5
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	2

Q16

Please share why you would be well-suited to positively contribute to this committee.

I've been involved closely for 26 years, served on all the pertinent committees and have all the background needed, including working on the 2013 Comp Plan.

Q17 I agree

COMPLETE

Collector:

Started: Sunday, September 03, 2023 2:06:31 PM Last Modified: Sunday, September 03, 2023 2:33:27 PM

Web Link 1 (Web Link)

Time Spent: 00:26:56 IP Address: 108.147.192.43

Page 1

Q1

Name

Katrina Lokko

Q2

Street

Home Address

Suite/Unit # (if applicable)

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

0-5 years

How long have you lived in Addison?

Q6

50-65

Name and address of business/organization that you represent (if applying as a business community member).

WOAW Media Consulting Firm LLC 5015 Addison Circle #222 Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Business & Media Consultant

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

For over 20 years I managed projects, planned events, and responsible for helping businesses grow and scale. My life experience within the last 6 year after a hard divorce have prepared me to reevaluate housing, finances, and basic needs. Which is why I moved from Plano to Addison.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Housing.
- More kid friendly activities & establishment.
- Transportation.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

N/A

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	2
Trail and sidewalk connectivity	4
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I fell in love with Addison when I came to Dallas in 2008, but my then spouse worked in Plano so we settled there after marrying.

Addison reminds me of a small town lifestyle in the middle of a huge city. I bring my love for a community as a whole and feel everyone should have right to quality of life and leave a legacy to their children. I believe if we empower our community and show them we genuinely care about their entire being then the community will help care and build the city.

Q17 I agree

Addison

#14

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Thursday, August 31, 2023 7:45:28 AM Last Modified: Thursday, August 31, 2023 8:01:53 AM

Time Spent: 00:16:24 IP Address: 66.69.104.104

Page 1

Q1

Name

Kim Knights

Q2

Home Address

Street

City

State TX

Zip Code 75007

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

2347 Highlands Creek Rd

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

We own and still use the house, but we also are short term renting it

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

25+ years in PR industry Graduate of TCU - Journalism Retired - Writer

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

NO

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

The only constraint would be if the Thursday meeting falls on a Thursday where I am traveling. But that is very rare.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1) Reinforce Lifetstyle healthy, connected, caring
- 2) North Dallas Hidden Secret a bubble of community in the heart of activity focus on enhancements that enhance this theme
- 3) Highlight location and proximity to all of the surrounding areas

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1) Balancing economic growth with residential living. Each should compliment the other.
- 2) Better communication of city activities
- 3) Create a community that attracts residents, businesses across all age spectrums

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	4
Trail and sidewalk connectivity	1
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	5
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have lived and owned property in Addison since 1996. We love the community. I'm connected to it and care deeply. My interest is shining a light on all its positives, and I want to stay informed on its directions. I'd love to play a roll in the process.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 05, 2023 9:03:22 AM Last Modified: Tuesday, September 05, 2023 9:18:00 AM

Time Spent: 00:14:37 IP Address: 192.63.105.183

Page 1

Q1

Name

Kimberly Lloyd

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number



Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

Wingert Real Estate

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

licensed commercial real estate agent

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Garland Chamber member and Chair of the Garland Women's Group - WBe

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able to commit.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- *Business growth bringing and keeping new businesses
- *Continued increase in population for housing and possibly changing the office landscape or other means into housing opportunities
- *Using current media opportunities with branding events

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Safety, housing, Traffic patterns

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	3

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have been in the Addison community since Jan 2020. Since, I am an active commercial agent I see the different DFW cities. I am an active part of Garland and have been with the newly being developed downtown Garland Square. I add leadership, enthusiasm and support to the groups I actively participate in.

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 4:15:55 PM Last Modified: Monday, September 11, 2023 4:23:46 PM

Time Spent: 00:07:50 **IP Address:** 67.72.3.9

Page 1

Q1

Name

Kris Brown

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code

Dallas,TX

TX

75254

Q3

Phone Number



Email Address

Q5

How long have you lived in Addison?

0-5 years

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

Marriott Quorum Hotel

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

General Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Various boards with CVB...

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Dublin, Ohio CVB Covington, Ohio

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Creative ways to bring in more tourists.

How to compete against Frisco, Plano and McKinney

Work together as a community.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Clean up some older existing building's like Improv across the street.

Address homeless which detracts visitors

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	1
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have lived in the Marriott the last two years as GM and I used to live in Frisco...

Q17 I agree

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 11, 2023 4:31:58 PM
Last Modified: Thursday, September 14, 2023 10:47:59 AM

Time Spent: Over a day IP Address: 167.187.101.178

Page 1

Q1

Name

Kris Hannon

Q2

Home Address

Street

City Carrollton

State TX

Zip Code **75006**

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

Home2 Suites Dallas/Addison 4875 Belt Line Rd Addison, TX 75254

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

General Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I have been employed in Addison for 12 years (2011). I am very active with the Addison community as well as Metrocrest.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No, however I would be interested in the program.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

If I am allowed to serve, I will make full commitment to attend all meetings.

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

I am very interested in the Growth and Redevelopment of Addison. I feel there is opportunities to explore to benefit the Town and its criticizes with new business and growth of residential. With buildings and offices unoccupied, I feel at this present juncture to reimagine these spaces for multi-purpose uses.

Infrastructure and Mobility will be a very important topic. With the DART rail expansion, Addison's infrastructure and landscape will change. I do hear from guests at my hotel about traffic and congestion difficulties during peak times. Many locals will not attend events due to lack of parking or trouble getting to or leaving the area.

I feel Social Amenities can boost social relationships and extend to the social courtesy of the Town citizens as well as others traveling to the Town. With designated Uber/taxi stands, car park, and public restrooms, may assist in the publics' positive outlook. As well as, reaching out to the residences of the Town an addition of Recreational facilities of interest including (playgrounds, parks, games court, sports fields, etc.). Event multipurpose facilities that can draw tournaments to help the local business.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

I feel real estate maybe a challenge, however this would be a redevelopment opportunity.

Business and residence buy-in. By this I mean to have an involvement of business and residence in order to create a positive sense of development.

Through the years I have seen challenges with the increase of displaced people as well as crime to the area. This will create several challenges during development and attracting new business/residences to the Town.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	5

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have been employed in Addison for 12 years and the Town of Addison is very important to me. I have created much success for myself and others here. I am not a resident but do consider this to be a part of my home. I have spent many of my years here redeveloping my businesses to create a positive environment. I want my employees to feel at home and to be proud of where they work.

I do listen to the city council and have spoken at several council meetings where I had concerns. I attend and participate in the Visit Addison meetings and have great communications with the Town's business development.

It is not only to my benefit but to the other business to continually see the growth of the town. We cannot have growth without change. Being able to present a modern and state-of-the-art Town will attract new and upcoming businesses.

I have an understanding of how my business taxes affect the Town and the importance of its uses. If I am not successful, the Town will not be successful.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

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COMPLETE

Collector: Web Link 1 (Web Link)

 Started:
 Tuesday, August 29, 2023 9:16:17 AM

 Last Modified:
 Tuesday, August 29, 2023 9:30:28 AM

Time Spent: 00:14:10 IP Address: 99.106.36.248

Page 1

Q1

Name

Kristie Scarbrough

Q2

Home Address

Street

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

16+ years

How long have you lived in Addison?

Q6

66-80

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Executive Board Member for TWU556, Union of Southwest Airlines, And flight attendant,

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I have sat as an elected officer on a board for the past 6 years representing 20000 flight attendants. I have volunteered on numerous projects. I was born and raised in North Dallas and lived in Addison for 30 years. My husband developed a lot of homes in Midway Meadows.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

More shopping availability

Revitalized parks, cul-de-sacs and trails.

Increased patrol and education on security

Improvement of transportation

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Multi family properties Safety Parking issues

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	7
Economic growth and resiliency	2
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have been concerned with the past direction that has been taken. I believe I should take an active role in those concerns and offer opinions and approach.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#23

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Sunday, September 03, 2023 2:48:15 PM Last Modified: Sunday, September 03, 2023 3:21:30 PM

Time Spent: 00:33:14 IP Address: 66.69.109.2

Page 1

Q1

Name

Lary Brown

Q2

Home Address

Street

City

State

Zip Code

Addison

Texas

75001

Q3

Phone Number

Q4

Email Address

Q5

16+ years

How long have you lived in Addison?

Q6

66-80

-		_
\boldsymbol{r}	7	7
v	J	-

Name and address of business/organization that you represent (if applying as a business community member).

NA

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

NA

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

BS in Math. minor in Chemistry

MBA

25 years in Computer Industry:

Sales, Sales Management, Trainig Management (Control Data Corp, Digital Equipment Corp) (Management training at Brown Univ/Harvard/MIT)

8 years in Business Development, Startups, Small Companies, 2yrs Pres of small Telecom Co.

20 years in custom Museum Exhibits

1st Addison Citizen Academy Metrocrest Leadership Training

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Citizen Bond Advisory Committee Board of Zoning Adjustment

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Growing Addison as a Destination City

Making Addison more attractive to relocating Companies

Providing residential opportunities for people of all ages

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update,

See above

+ Congestion management (Driving, Walking, Biking, etc)

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	3
Trail and sidewalk connectivity	4
Housing types and ownership/rental mix	6
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

Teaming experiences Business experience Educational experience

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#18

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, September 01, 2023 5:56:38 PM Friday, September 01, 2023 6:07:39 PM

Time Spent: IP Address: 00:11:01 107.77.196.17

Page 1

Q1

Name

Liliya Leontyeva

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

0.5 years

How long have you lived in Addison?

Q6

35-49

_	_	_
r	٦	7
v	J	-

Name and address of business/organization that you represent (if applying as a business community member).

JP Morgan Private Babk

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Private Banker

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Solid understanding of financial concepts and economic variables

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Attractiveness to families with kids Attractiveness to young adults Social interaction

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Infrastructure Rent to ownership percentage Public schools

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	2
Trail and sidewalk connectivity	4
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

my family is a fairly new homeowners (3 years) in Addison and have a kid that I think represent a new wave of ownership. Also, my financial background brings a more calculated and scientific approach to public service.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

Dallas

TX

#43

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 12, 2023 8:52:33 AM
Last Modified: Tuesday, September 12, 2023 9:02:49 AM

Time Spent: 00:10:15

IP Address: 192.198.250.234

Page 1

Q1

Name

Llewyn Jobe

Q2

Street

Home Address

Suite/Unit # (if applicable)

City

State

Zip Code **75219**

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 35-49

Name and address of business/organization that you represent (if applying as a business community member).

PlaneSmart! Aviation 15841 Addison Road Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Regional Sales Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Spent 6 years on the Board of Directors for the Beverly Hills Chamber of Commerce.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No, not in Addison.

Q11

Have you participated in the Addison Citizens Academy?

No, I have not.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, I am able to commit.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. DART Rail Development and Community Activities
- 2. Make Addison Road more pedestrian friendly.
- 3. Attract more dining and retail options to the Addison Circle area.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Traffic management
- 2. Airport development
- 3. DART Rail development/engagement

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	6
Trail and sidewalk connectivity	1
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

I was very active on the Beverly Hills Chamber of Commerce Board and miss being involved on a community level in a niche city that is part of a larger metropolitan area. I work in private aviation at Addison Airport and when my lease in Dallas expires on November 30th, I will be moving to Addison to be closer to work. Addison has a lot of great attributes, and I am excited about the future growth and development of this area.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#27

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 05, 2023 2:10:23 PM Last Modified: Tuesday, September 05, 2023 2:22:37 PM

Time Spent: 00:12:14 IP Address: 166.198.250.43

Page 1

Q1

Name

Mark Godfrey

Q2

Home Address

Street

City

State

Zip Code

Q3

Phone Number

Q4

Email Address

Q5

How long have you lived in Addison?

Q6

What age group do you fit in?

I do not live in Addison.

35-49

Plano

Texas

75023

	_	_
•	~	_
	- 1	
	_	-

Name and address of business/organization that you represent (if applying as a business community member).

Cawley Partners

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Commercial Developer

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

25 years in the AECD industry

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Density

Project Diversity

Development for future needs

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Density

Project Diversity

Development for future needs

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	1
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	6
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	2

Q16

Please share why you would be well-suited to positively contribute to this committee.

25 years experience in the AECD industry and having developed projects in Addison for almost a decade.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#47

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, September 13, 2023 9:34:58 AM Last Modified: Wednesday, September 13, 2023 9:50:49 AM

Time Spent: 00:15:51 **IP Address:** 24.173.69.102

Page 1

Q1

Name

Marvin Perez

Q2

Home Address

Street

City Addison

State TX

Zip Code **75001**

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

Aventura Condominiums 5055 Addison Circle Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Management

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Manage upscale Hotels & properties throughout the US and the Caribbean.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Yes, Sam's Club Advisory Commitee

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Type of Property Development Increase Crime Population Density

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Lack of diversification in our urban housing & redevelopment Lack of growth in our Law Enforcement Department Homelessness is creeping in our boundaries.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	6
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	3

Q16

Please share why you would be well-suited to positively contribute to this committee.

I live and work in Addison and have full vested interest in the improvement of our community.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

Addison

#2

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Friday, August 25, 2023 4:06:59 PM Last Modified: Friday, August 25, 2023 4:22:05 PM

 Time Spent:
 00:15:05

 IP Address:
 72.183.203.142

Page 1

Q1

Name

Mary Jo Cater

Q2

Street

Home Address

City

State TX75001

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 66-80

Name and address of business/organization that you represent (if applying as a business community member).

none

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Retired Vice President - Technical Manager for Bank of America

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Bond committees, Addison Arbor Foundation - past President, Addison Midday Rotary - current President, Skilled at strategic planning and problem resolution

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Bond Committees twice, once as chairman

Q11

Have you participated in the Addison Citizens Academy?

yes and Leadership Metrocrest

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Available, but impaired mobility

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

maintain the reputation as a vibrant, fun, business supporting community with expanded opportunities for growth

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Old infrastructure, resistance of single family home residents to any change, competition with surrounding suburbs

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	1
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	5

Q16

Please share why you would be well-suited to positively contribute to this committee.

I want what is best for Addison. That is my personal agenda. I have a 30 years experience living and working in Addison. My opinion is respected in the community.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#5		
COMPLETE		
Collector: Started: Last Modified: Time Spent: IP Address:	Web Link 1 (Web Link) Friday, August 25, 2023 11:42:43 PM Saturday, August 26, 2023 12:14:22 AM 00:31:38 99.8.77.4	
Page 1		
Q1		
Name		
Mary Reed		
Q2		
Home Address		
Street		
City		Addison
State		TX
Zip Code		75001-4000
Q3		
Phone Number		
Q4		
Email Address		
Q5		16+ years
How long have you	lived in Addison?	

What age group do you fit in?

66-80

Name and address of business/organization that you represent (if applying as a business community member).

I am not applying as a business community member, but as a resident.

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Retired accountant, part-time magazine editor

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am a member of Daughters of Abraham which is a group of Christian, Jewish, and Muslim women. It believes that the only way to confront discrimination, bigotry and xenophobia is through learning about the religions, traditions and history of others, to appreciate and value the uniqueness of every member of our society.

I am also a member of Project Unity's Together We Dine that is geared to spark courageous and safe conversations about race at a dining table with total strangers.

I want to make sure that all people have a place in the future of Addison.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Engaging younger residents to discuss the future of Addison.
- 2. Engaging Black, Latino, Asian, and other minority residents to discuss the future of Addison.
- 3. Redevelopment of aging properties.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Providing for the growth of all types of housing to accomodate various income levels.
- 2. Providing mobility for seniors and low-income residents.
- 3. Providing social services for the less fortunate.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	3
Trail and sidewalk connectivity	5
Housing types and ownership/rentall mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	6
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I think I would bring a viewpoint different from most - concentrating not on financial profit, but services people really need.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

Addison

Texas

75001

#48

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, September 13, 2023 4:07:48 PM Last Modified: Wednesday, September 13, 2023 7:46:03 PM

Time Spent: 03:38:14
IP Address: 70.241.111.206

Page 1

Q1

Name

Michael Sauer

Q2

Home Address

Street

City

State
Zip Code

.

Q3

Phone Number

Q4

Email Address

Q5 6-15 years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

n/a.

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

The Milestone Group Real Estate Investors and Advisors Vice President - Asset Management

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am working as asset manager in the multifamily industry since 2001. I am holding a Master Degree in Real Estate from Georgia State University as well as in Construction Management from Southern Polytechnic Institute.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able to commit to one monthly meeting. I do not have major constraints.

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1. Establish areas of real estate development and re-development opportunities for businesses, thus creating an environment for economic growth in Addison. This will help increase tax revenue for the city.
- 2. Improve the network of connected trails bicycle lanes and public transportation to connect residents to businesses and transportation hubs, thus reducing the carbon footprint resulting from individual vehicle usage.
- 3. Increase the nighttime population of the city through creation of development opportunities for apartments, condominiums, and single-family homes.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1. Opposition against any changes to the current plan by residents resulting from reservations based on traffic increase, increase in property taxes, crime etc.
- 2. Balancing the two opposite real estate development problems "a site, looking for a use" and "a use, looking for a site" in terms of land size, connectivity and location.
- 3.Incorporating current unused and vacant buildings into a comprehensive plan, thus artificially creating legal, non-conforming uses.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	1
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	5
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I work in commercial real estate (multifamily) for more than 20 years. I have previous real estate development experience. I am also a resident and homeowner in Addison. As such I am able to assess both sides of a comprehensive plan, creation of economic growth on one side and concerns about overbuilding and resulting problems for homeowners.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#49

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, September 13, 2023 8:39:56 PM Last Modified: Wednesday, September 13, 2023 8:56:37 PM

Time Spent: 00:16:40 **IP Address:** 162.120.129.37

Page 1

Q1

Name

Mike Gelhausen

Q2

Home Address

Street

City ADDISON

State TX

Zip Code **75001**

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 66-80

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Profession: Business and technology consultant and advisor

Current: Partner, MLinc Solutions (half-time role) – serving national mortgage lenders, real estate firms, and home builders in selected areas of compliance and reporting

Professional Career: International business, strategy, and technology consulting and implementation; Travel & Transportation industry focus – airlines, local transit, hotels, and logistics; Not-for-profit leadership with local, national, and international organizations; startups; and small business owner

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

- . 20+ years of experience in industries relevant to Addison's plans and growth (Partner at Andersen Consulting/Accenture)
- . Strategic and implementation planning expertise with dozens of major for-profit companies, not-for-profits, and local organizations (mostly Dallas including DISD, charter schools, and quality of life planning)
- . Board member and team member, consensus builder across groups with varying, often competitive, interests
- . 40-year homeowner in North Dallas (4 miles south of Addison) with that many years supporting Addison's restaurants, shops, and events; so I understand and value this area

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I have not yet served Addison in these roles, but strongly desire to become involved. My 2-½ years of living in Addison have opened my eyes to the great town we have. I anticipate this being my final home and would like to utilize my professional skills in support of the entire community.

I have served in similar positions in Dallas while living just south of Addison:

- DISD Bond Advisory Board (4 years)
- DISD Technology Task Force (2 years)
- various strategic planning and advisory groups for Dallas community

Q11

Have you participated in the Addison Citizens Academy?

I have not yet participated in the Academy, but plan to and have contacted the Academy about participating in the 2024 cohort.

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, I am able to attend and pledge to participate in the great majority of meetings.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- Fiscal sustainability
- Overall quality of life for residents
- Growth and redevelopment

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Balancing growth with high standards of quality of life for residents and visitors
- Recognition of and planning due to demographic changes, significant and growing number of apartment and owned townhouse residents, changing workstyle (WFH), and retirement trends (aging residents)
- Maintaining and growing tax revenues without major increases for homeowners

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

In addition to the already mentioned professional and personal background, skill sets, and experience, I genuinely want to become more involved in my new home town. I also have the time and interest to help make a long-term difference to our community.

I am effective in both team member and leadership roles, good at bringing expertise that might bear on issues, and enjoy learning and researching new topics and challenges.

Q17 I agree

I agree that submitting this application means I am available to prepare for and participate in CPAC meetings on a consistent, monthly basis through December 2024.

#25

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Monday, September 04, 2023 10:46:29 PM Tuesday, September 05, 2023 1:00:56 AM

Time Spent: IP Address:

02:14:26 107.210.132.27

Page 1

Q1

Name

Milad Ziyai

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

6-15 years

How long have you lived in Addison?

Q6

35-49

Name and address of business/organization that you represent (if applying as a business community member).

Floyd's 99 Barbershop (Previous)

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Barber and business owner.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am just a passionate guy who cares about the community and wants to make a difference.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- 1-The Addison experience campaign.
- 2-Investing in unique and attractive business startups.
- 3-Making Addison the entertainment hub in DFW.

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- 1-Maintanance (shopping centers, sidewalks, streets, etc.)
- 2-Streets and sidewalks lighting.
- 3-Walkability.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment, What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	2
Housing types and ownership/rental mix	6
Redevelopment, reinvestment (public and private), and neighborhood enhancement	4
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	3

Q16

Please share why you would be well-suited to positively contribute to this committee.

Hospitality and service is what I know best. I have spent over two decades in the service industry which I believe is the heart and soul of Addison. Saving the industry will help the town overcome some of it economics challenges and I hope to get the opportunity to serve the town I dearly love and care about.

Q17 I agree

#45

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Tuesday, September 12, 2023 10:50:51 AM Last Modified: Tuesday, September 12, 2023 11:38:52 AM

Time Spent: 00:48:00 **IP Address:** 72.176.244.58

Page 1

Q1

Name

Patrick Arnzen

Q2

Home Address

Street

City Richardson, TX

State

Zip Code **75080**

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 35-49

What age group do you fit in?

TX

Name and address of business/organization that you represent (if applying as a business community member).

Thrust Flight

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

CEO

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

CEO, President, Entrepreneur, professional Pilot, licensed aircraft mechanic, familiar with all aspects of airport operations, long time educator

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I currently sit on the board for a non profit and I have served as a board member for other non profits in the past.

Q11

Have you participated in the Addison Citizens Academy?

no

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Addison Airport needs to leverage it's close proximity to major airline bases and optimal airspace for training airline pilots. Opportunities exists with:

- Pilot Shortage
- Airline career pathways
- · Growing population of affluent families

Addison Airport's location provides opportunity to play a key role in addressing these 3 shortcomings in the aviation industry.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Finding a way to satisfy both ends of the client spectrum- small, general aviation aircraft and large private jets.
- Real estate- finding a way to accommodate growth for both the airport and its tenants
- Identifying and incentivizing the right businesses to contribute to the city's growth

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	7
Housing types and ownership/rental mix	2
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	4

Q16

Please share why you would be well-suited to positively contribute to this committee.

My 20+ years of experience in the aviation industry as well as my 15 years of experience as a business owner offers a valuable perspective for incentivizing and nurturing private business for the airport.

Q17 I agree

#3			
COMPLETE			
Collector:	Web Link 1 (Web Link)		
Started: Last Modified:	Friday, August 25, 2023 4:17:42 PM		
Time Spent:	Friday, August 25, 2023 4:33:13 PM 00:15:31		
IP Address:	165.225.37.6		
Page 1			
Q1			
Name			
Paul Walden			
Q2			
Home Address			
Street			
City		Addison	
State		тх	
Zip Code		75001	
Q3			
Phone Number			
Q4			
Email Address			
Q5		16+ years	
How long have you	lived in Addison?		
. Total long nave you	ELAN III LIMMAAII)		

50-65

Q6

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Commercial Property/Inland Marine Underwriter

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Served on Farmers Branch City Council 1999-2005 and Addison City Council 2016-2022 so very familiar with the workings of city's and of Addison in particular. I served as the President of the Addison Timbers Homeowners Association from 2010-2014 and am the current President of the HOA as well.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

In addition to the elected positions mentioned above, I was the Vice Chairman of the 2012 Bond Election Committee.

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

The unique size and concentration of live/work/play opportunities lends itself to creating a unique walkable community in the North Texas area. The arrival of the Silver Line to the Town and the TOD plans also pose a huge opportunity. I would like to see future planning documents seek to "connect the dots" if you will to integrate our residential and commercial areas via walking as opposed to be car dependent.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Be open to all types of housing as long as it represents a quality development, be sensitive to the changing nature of the workplace with the phenomenon of working from home as so much of Addison's tax base is grounded in office space and what the upcoming year's may hold for that type of development. Lastly it should look into the future of Town facilities and consider the viability of some sort of Town Center or consolidation of buildings for efficiency of land use.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	4
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	2

Badis and secondary and Taxa to 1986 a

Q16

Please share why you would be well-suited to positively contribute to this committee.

Part of what the committee needs is an historical perspective and knowledge of the workings of local government which I bring to the table.

Q17 I agree

11	2	1
#	2	Т

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Sunday, September 03, 2023 11:21:17 AM Sunday, September 03, 2023 11:35:21 AM

Time Spent: IP Address:

00:14:03 108.224.56.81

Page 1

Q1

Name

Schnell Blanton

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

How long have you lived in Addison?

Q6

50-65

0.5 years

^7

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Project Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am a Project Manager for my current employer.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I have not but have an interest in running for city council one day. I am a minority woman that would like to see more people that look like me participating in opportunities like this.

Q11

Have you participated in the Addison Citizens Academy?

No but I am interested

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes I can attend

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Affordable Housing Redevelopment Mass Transit

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Housing Mass Transit

Redevelopment

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	6
Economic growth and resiliency	4
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	2
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I am a Project Manager. I serve on the board of my Home Owners Association. I am a former minority business owner selling alcohol beverages on a wholesale level.

Q17 I agree

#54

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Monday, September 18, 2023 9:05:53 AM
Last Modified: Monday, September 18, 2023 11:12:27 AM

Time Spent: 02:06:33 **IP Address:** 108.224.56.81

Page 1

Q1

Name

Schnell Blanton

Q2

Home Address

Street

City Addison

State Tx

Zip Code **75001**

Q3

Phone Number

Q4

Email Address

Q5 0-5 years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Project Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am a Project Manager for Nielsen Media. Previously I have been an instructional designer and a trainer. I am a former entrepreneur that owned my business for 15 years.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I have not served.

Q11

Have you participated in the Addison Citizens Academy?

I have not.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I have a standing appointment every Wednesday from 5pm

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Affordable Housing

Safety

Attracting business

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Homeless,

Crime

Infrastructure/Roads

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	3
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	7
Building form/scale and streetscape design	6

Q16

Please share why you would be well-suited to positively contribute to this committee.

I am a good listener and enjoy volunteering for my community. I am also on my HOA Board.

Q17 I agree

#15

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Thursday, August 31, 2023 9:30:45 AM Thursday, August 31, 2023 9:42:25 AM

Time Spent: IP Address:

00:11:40 12.189.187.46

Page 1

Q1

Name

Steven P Brockett

Q2

Home Address

Street

City State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

How long have you lived in Addison?

Q6

66-80

0.5 years

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Business Manager - St. Rita Catholic Community

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Employed by several cable television companies both in accounting and customer service.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes. No constraints.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Apartments versus homeowners.

Infrastructure projects.

Schools.

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

See above.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	2
Economic growth and resiliency	1
Trail and sidewalk connectivity	4
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	6
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

Strong business experience and sense of customer service.

Q17 I agree

#51

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Thursday, September 14, 2023 8:52:38 PM Last Modified: Thursday, September 14, 2023 9:01:16 PM

Time Spent: 00:08:37 **IP Address:** 15.181.147.116

Page 1

Q1

Name

Susan Halpern

Q2

Home Address

Street

City Addison

State TX

Zip Code **75001**

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

I am not applying on behalf of a business.

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

The Halpern Law Firm PLLC Attorney

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Addison Council (1992-99), 2012 and 2019 Bond Commissions (Chair of Airport Subcommittee), Vice-Chair of Addison Charter Commission (2019 - 26 successful propositions). Have remained closely involved in the community for 30+ years.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Addison Council (1992-99), 2012 and 2019 Bond Commissions (Chair of Airport Subcommittee), Vice-Chair of Addison Charter Commission (2019 - 26 successful propositions). Have remained closely involved in the community for 30+ years.

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able to participate.

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Redevelopment (and addressing multi-family issues), enhancing parks/recreation.

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Office space in light of the move to remote, maintaining quality of life, amenities and appearance, use of technology to impart information to citizens to help address all the misinformation.

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	1
Economic growth and resiliency	4
Trail and sidewalk connectivity	3
Housing types and ownership/rental mix	5
Redevelopment, reinvestment (public and private), and neighborhood enhancement	6
Transportation network (streets and public transit)	2
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have a long history of community involvement and have significant knowledge of the history of Addison.

Q17 I agree

#36

COMPLETE

Collector:

Started: Sunday, September 10, 2023 5:34:35 PM Last Modified: Sunday, September 10, 2023 6:53:15 PM

Web Link 1 (Web Link)

Time Spent: 01:18:39 IP Address: 162,226,15,90

Page 1

Q1

Name

Taylor Bowen

Q2

Home Address

Street

City

State

Zip Code

Dallas

TX

75209

Q3

Phone Number

Q4

Email Address

Q5 I do not live in Addison.

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

AMLI Residential 5057 Keller Springs Addison, TX 75001

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Real Estate Developer / Engineer

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

25+ yrs leading AMLI Residential multifamily development activities in Texas Dallas Zoning & Ordinance Advisory Committee Dallas Cityplace TIF Board BS Civil Engineering / MS Real Estate Development

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Cotton Belt / Sliver Line TOD Advisory Committee Addison Unified Development Code Committee

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Economic Development - office (employers), retail and restaurant Housing - rental & for-sale opportunities Parks / Trails & infrastructure

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update,

Office / business owner retention and growth High-Density residential - MF and for-salle opportunities Aging infrastructure - Park and trail expansion

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	1
Trail and sidewalk connectivity	5
Housing types and ownership/rental mix	7
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	6
Building form/scale and streetscape design	4

Q16

Please share why you would be well-suited to positively contribute to this committee.

I love Addison it's a special community. My real estate background and experience working in cities across the country help me see opportunities uniquely suited for Addison.

I want to promote quality mixed-use redevelopment with a focus on protecting and enhancing the existing single-family neighborhoods. The deteriorating office, aging limited service hotel and retail west of the tollway are areas of focus with special attention to the liquor district, Belt-Line and the Silver Line TOD

I want to help Addison attract the best and brightest businesses and residents to call Addison home

Q17 I agree

#29

COMPLETE

Collector: Web Link 1 (Web Link)

Started: Wednesday, September 06, 2023 3:03:18 PM Last Modified: Wednesday, September 06, 2023 3:19:58 PM

Time Spent: 00:16:40 IP Address: 107,122,173,128

Page 1

Q1

Name

Tom Braun

Q2

Home Address

Street

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5 16+ years

How long have you lived in Addison?

Q6 50-65

Name and address of business/organization that you represent (if applying as a business community member).

n/a

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Construction and development

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Have been involved in construction, development, and planning for over 35 years

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

Planning and zoning 2000-2004; 2017 City Council 2004-2010; 2017-2023 Numerous advisory committees

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Redevelopment of Belt Line Road Inwood Road corridor TOD development

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Airport noise restrictions Appropriate zoning areas Land assembly

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	3
Economic growth and resiliency	2
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	4
Redevelopment, reinvestment (public and private), and neighborhood enhancement	1
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I think I can help manage realistic ideas vs. "wish list" ideas that will not be attainable.

Q17 I agree

#6		
COMPLETE		
Collector: Started: Last Modified: Time Spent: IP Address:	Web Link 1 (Web Link) Friday, August 25, 2023 7:24:27 PM Saturday, August 26, 2023 1:19:26 AM 05:54:59 99.41.92.20	
Ir radioss.	30,74,36,60	
Page 1		
Q1		
Name		
Tricia Stuart		
Q2		
Home Address		
Street		
City		Addison
State		TX
Zip Code		75001
Q3		
Phone Number		
Q4		
Email Address		
Q5		16+ years
How long have you	lived in Addison?	

50-65

Q6

Name and address of business/organization that you represent (if applying as a business community member).

Applying as an individual

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

I am in sales for a translation services provider.

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

- I am still a licensed educator in the state of Illinois. I taught school for almost a decade.
- I have the unique perspective of someone who has lived in Addison first as a married professional without a child then raising a
 baby to a teen living in the urban environment of Addison Circle.
- I volunteer for my son's school by attending Chamber meetings both FB and Metrocrest
- I lived in a master planned community called Highlands Ranch for 10 years and saw how their excellent planning and foresight supported the community as it grew - I would like to see the same for Addison

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No, but I have volunteered my time assisting parent and child programming at the Addison Athletic Club and founded the group Addison Parents and Kids (APAK) - which now just lives as a Facebook group with admin/oversight of I believe Rachel Wagner.

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, I would commit to the majority of the meetings and only miss if it could not be avoided.

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- Consideration of demographic appeal who are we attracting not just short term but long term as residents I would like to see better support for family needs and people who raise their children in Addison
- the opportunity to attract and represent all demographic needs not just what a developer wants to offer
- I would like to see the town offer the amenities that all long standing communities have such as an area of town zoned just for places of worship, churches, etc. perhaps along Addison Road have a worship plaza. All long standing towns have places of worship, schools from elementary to secondary, library, and medical facilities.

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Consideration of the ageing of plans and its impact on the future residents' needs and how to ensure Addison stays viable and relevant
- Evaluate Town assets with land use to create areas for the whole legacy and not just for developers who like our location as it
 seems as though we rely on FB, Carrollton, Dallas to supply amenities that Addison used to provide on its own from schools, to
 libraries, to senior living communities, to other services utilized in other municipalities- it worries me if Addison will be absorbed by
 another community because of reliance on other infrastructures I want to ensure Addison retains its identity as its own stand alone
 town and provide services to residents.
- Ensuring maintenance of the Town brand, safety focus, and the Addison Way in all decisions,

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	1
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	2
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I have lived in this town for close to 20 years and would love to use my perspective as a long standing resident, parent, and community advocate to help Addison plan for the future.

Q17 I agree

1		4
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COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Monday, August 28, 2023 2:13:40 PM Monday, August 28, 2023 2:27:54 PM

Time Spent: IP Address:

00:14:13 38.140.119.166

Page 1

Q1

Name

Tyler Sommers

Q2

Home Address

Street

City State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

How long have you lived in Addison?

Q6

19-34

0.5 years

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Attorney (Topgolf - Associate Counsel, Real Estate & Development)

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I received a BS in Public Administration and currently practice law. During my legal career I have spent time dealing with many different matters relating to real estate, surveys, zoning and real estate financing.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No.

Q11

Have you participated in the Addison Citizens Academy?

No.

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes, my only current Thursday evening conflicts are 9/14 (work trip), 10/19 (family wedding) and 11/23 (Thanksgiving).

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- (1) How to continue Addison's track record of successful growth and development
- (2) Clarifying any additional updates that may be needed to current zoning ordinances to encourage proper redevelopment of underutilized properties without cumbersome parking requirements
- (3) Explore additional opportunities to improve Addison's green spaces/public common areas

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Clarifying new development preferences (with the understanding that condo developers have not been particularly interested in proposing new projects in Addison)
- (2) Making mixed-use areas in Addison accessible and walkable/bikeable
- (3) How to minimize growing pains as the new DART line (and surrounding development) are installed in Addison

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	5
Economic growth and resiliency	1
Trail and sidewalk connectivity	2
Housing types and ownership/rental mix	6
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	4
Building form/scale and streetscape design	7

Budge and consider and war to obtain

Q16

Please share why you would be well-suited to positively contribute to this committee.

My wife and I love living in Addison and want to be involved in the future of our community. I believe that as a young professional who regularly supports our local business and attends community meetings I could provide valuable insight to the committee.

Q17 I agree

#8

COMPLETE

Collector:

Web Link 1 (Web Link)

Started: Last Modified: Friday, August 25, 2023 7:20:25 PM Saturday, August 26, 2023 12:04:33 PM

Time Spent:

16:44:07

IP Address: 72.176.242.68

Page 1

Q1

Name

Tyler Wright

Q2

Home Address

Street

Suite/Unit # (if applicable)

City

State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

0-5 years

How long have you lived in Addison?

Q6

19-34

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

I'm a data science consultant at Cognizant where I serve as Sr. Consultant and Manager

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

I am currently a member of the board of zoning adjustment and regularly engage with town council and staff on issues important to me.

I have also used the transit system, DART, to get all over Addison and Dallas, and I want to use my experiences to help Addison consider transit in development and sustainability.

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

I have served as a member of the Addison board of zoning adjustment since March 2023

Q11

Have you participated in the Addison Citizens Academy?

No

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

I am able to commit to attending the majority of meetings in person

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

- Development along the silver line corridor. Addison circle could be the best place to live in DFW if developed right
- Interlinking all parts of the town with pedestrian and biking connections to reduce car dependency
- 3) Redevelopment along inwood road

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

- Mainintaining citizen safety and economic vitality in a rapidly changing climate. Heat costs lives and businesses; strong storms damage infrastructure and housing. We need to be ready.
- 2) Housing Affordability. This town will only be great if all kinds of people can find a home here.
- Ensuring our new developments aren't just theme parks and have practical amenities for people who actually live there. (Addison Circle TOD needs a Grocery Store, for example, or else what's the point?)

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	6
Trail and sidewalk connectivity	2
Housing types and ownership/rental mix	3
Redevelopment, reinvestment (public and private), and neighborhood enhancement	5
Transportation network (streets and public transit)	1
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

I bring a younger perspective to local politics. We have a number of engaged people, but they tend to skew older. We are planning for Addison's future, and to do that best we need people who will be around to see it.

I have also participated in town meetings and developed relationships with the staff and council, I have a track record of engagement and service.

Q17 I agree

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COMPLETE

Collector: Web Link 1 (Web Link)

Started: Friday, September 01, 2023 5:52:20 PM Last Modified: Friday, September 01, 2023 6:08:40 PM

Time Spent: 00:16:20 IP Address: 166.199.242.106

Page 1

Q1

Name

Vallerie Van Pelt

Q2

Home Address

Street

City State

Zip Code

Addison

TX

75001

Q3

Phone Number

Q4

Email Address

Q5

0-5 years

How long have you lived in Addison?

Q6

50-65

Name and address of business/organization that you represent (if applying as a business community member).

N/A

Q8

What is your profession? (If employed, please list your employer and your role in the organization.)

Residential Real Estate

Q9

Please specify any past employment/life experience/education that may be relevant to this role.

Addison Citizen's Academy
Candidate Addison City Council 2023
Metrocrest Leadership Program Fall 2023

Q10

Have you ever served the Town as an elected or appointed official, or on an advisory committee? If so, please list your experience.

No. Ran for City Council 2023

Q11

Have you participated in the Addison Citizens Academy?

Yes

Q12

This committee will generally meet once monthly (typically Thursdays, no earlier than 6 pm). Are you able to commit to attending the majority of meetings in person? If you have any major constraints, please list below.

Yes

Q13

Please identify the top 3 opportunities that the Town should address with this Comprehensive Plan update.

Single Family homes Activities for Residents First Responders

2023 Comprehensive Plan Advisory Committee (CPAC) Application

Q14

Please identify the top 3 challenges that the Town should address with this Comprehensive Plan update.

Crime

Traffic

Apartments

Q15

The Comprehensive Plan sets policy direction and action items for how Addison grows or changes its built environment. What areas of discussion most interest you? (Arrange in priority order with 1 being the most interested to 7 being least interested.)

Parks and recreation, and Town facilities	4
Economic growth and resiliency	2
Trail and sidewalk connectivity	6
Housing types and ownership/rental mix	1
Redevelopment, reinvestment (public and private), and neighborhood enhancement	3
Transportation network (streets and public transit)	5
Building form/scale and streetscape design	7

Q16

Please share why you would be well-suited to positively contribute to this committee.

As you can see, I would like to be a part of helping Addison become the best town it can be and I have many creative ideas.

Q17 I agree

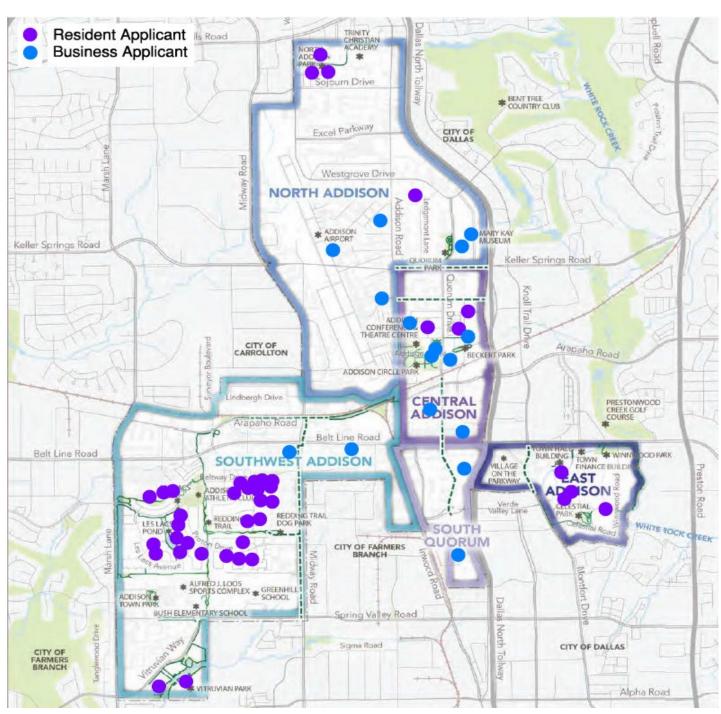
Name	Residency	Age	Resident Tenure	Name
Aaron J. Benjamin	Southwest Addison	19-34	0-5	Abigail Stoddart
Al Angell	East Addison	81+	16+	Andrew Rietschel
Al Cioffi	Southwest Addison	50-65	6-15	Benjamin victor gossman
Ann B. Sudduth	Southwest Addison	81+	16+	Britton Wells
Barbara Papas	Southwest Addison	50-65	16+	Carole Lucio
Carlos Jasso	Southwest Addison	35-49	0-5	Daniel Coyle
Carol Rennesund	Southwest Addison	50-65	16+	Herb Moncibais
Charles Novick	East Addison	66-80	0-5	Jonathan Peck
Conrad Ornstein	Southwest Addison	66-80	6-15	Katrina Lokko
Curtis Green	Central Addison	19-34	0-5	Kris Brown
David Collins	Southwest Addison	66-80	0-5	Kris Hannon
James (Jim) Decuir	East Addison	66-80	6-15	Llewyn Jobe
Jennifer Apperti	Southwest Addison	35-49	0-5	Mark Godfrey
Jim Duffy	Southwest Addison	66-80	6-15	Marvin Perez
Jim Peck	North Addison	66-80	0-5	Milad Ziyai
Joseph Hornisher	Southwest Addison	19-34	6-15	Patrick Arnzen
Judy Lindloff	Southwest Addison	66-80	16+	Taylor Bowen
Kathryn Eriksen	Southwest Addison	50-65	0-5	
Kathryn Wheeler	East Addison	50-65	16+	
Kim Knights	Southwest Addison	50-65	16+	Residen
Kimberly Lloyd	North Addison	50-65	0-5	Busines
Kristie Scarbrough	Southwest Addison	66-80	16+	busines
Lary Brown	Southwest Addison	66-80	16+	
Liliya Leontyeva	Southwest Addison	35-49	0-5	
Mary Jo Cater	North Addison	66-80	16+	
Mary Reed	Southwest Addison	66-80	16+	- 1 / 1 / 1
Michael Sauer	Southwest Addison	50-65	6-15	TA DO
Mike Gelhausen	Southwest Addison	66-80	0-5	le l
Paul Walden	Southwest Addison	50-65	16+	
Schnell Blanton	North Addison	50-65	0-5	and and
Steven P Brockett	Southwest Addison	66-80	0-5	
Susan Halpern	Southwest Addison	50-65	16+	
Tom Braun	Southwest Addison	50-65	16+	
Tricia Stuart	Central Addison	50-65	16+	Keller Springs Road
Tyler Sommers	Southwest Addison	19-34	0-5	1111
Tyler Wright	Central Addison	19-34	0-5	
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Southwest Addison

50-65

0-5

Valerie Van Pelt



Business Location | Age

Southwest Addison 35-49

Southwest Addison 35-49

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19-34

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North Addison

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Central Addison

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North Addison

North Addison

North Addison

Dallas

Business

Mary Kay Inc. - Sunbelt Center (16251 Dallas Pkwy)

Acram Group - 5080 Spectrum Drive, Suite 530E, Addison, TX

APEX Automotive Companies, LLC. 4756 Frank Luke Drive Addison, TX

Floyd's 99 Barbershop - 4532 Belt Line Rd/Midway Meadows resident

Java & Hopps - Addison Circle Pavilion

America's Chamber for Business

Marriot Quorum Hotel

Catz Hair - Addison Circle 5040 Addison Circle

Nate's Seafood - 14951 Midway Rd. Addison, TX

WOAW Media Consulting - MAA Addison Circle

PlaneSmart! Aviation - 15841 Addison Road

Thrust Flight - 4700 Airport Parkway

Home2 Suites Dallas/Addison - 4875 Belt Line Rd 75254

Cawley Partners - Properties at 14555 Dallas Pkwy

AQRD (Aerospace Quality R&D) Addison Airport, 4600 Claire Chennault Street

Aventura Condominiums Management - 5055 Addison Circle / Towne Lake resident

AMLI Residential - Liberty Plaza (AMLI Office - 5057 Keller Springs)/Owns AMLI Addison & AMLI Treehous