Addison City Council Meeting

November 14, 2023
Addison Conference Centre
15650 Addison Road
Addison, Texas 75001
Amended: 11/15/2023
Work Session: 4. "Council Questions & Answers"
Regular Session: 6(b) Resolution

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):

a. 551.071(1)(A) Consultation with Attorney to seek advice on 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 maintenance of residential masonry perimeter screening walls.

b. Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 (FY23) fourth quarter which ended September 30, 2023.

c. Present and discuss the Town of Addison Fiscal Year 2023 Fourth Quarter Financial Report.

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

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 October 24, 2023 City Council Meeting.

      Consider action on the Minutes from the October 17, 2023 Joint City Council and Planning & Zoning Commission Meeting.

   c. Consider action on a Resolution for an Interlocal Cooperative Agreement Between The North Central Texas Council of Governments and the Town of Addison Concerning Cotton Belt Regional Trail Local Contributions and authorize the City Manager to execute the agreement.

   d. Consider action on a resolution approving a grant funding agreement with the Texas Department of Transportation (TxDOT) Aviation Division accepting Routine Airport Maintenance Program (RAMP) grant funding for certain improvements to Addison Airport; authorizing local funding in the amount of $111,111.12; and authorizing the City Manager to execute all contracts and agreements necessary to accept the grant funding.

5. **Public Hearings.**

   a. Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. O13-051, for property located at 4875 Belt Line Road, that is currently zoned Commercial-2 (C-2), to allow modifications to the development plan. Case 1892-SUP/4875 Belt Line Road (Home2 Suites).

b. Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 098-022, for property located at 4960 Arapaho Road, that is currently zoned Planned Development (PD), Ordinance No 004-048, to allow modifications to the development plan. Case 1893-SUP/4960 Arapaho Road (Radisson Hotel).

c. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development (PD), through Ordinance No. 460, and amended by Ordinance No. 085-003, to allow an educational institution. 1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas).

d. Hold a public hearing, present, discuss, and consider action on a request to amend the development standards and approve a development plan for Phase II of a 12.22± acre property located at 16675 Addison Road, currently zoned Planned Development (PD), Ordinance No. 023-32, to allow for the construction of an office/warehouse development with associated site improvements. Case 1900-Z/16675 Addison Road (Phase II).

6. **Items for Individual Consideration.**

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

b. Consider action on a Resolution approving a Master Lease Agreement between the Town of Addison and Dallas Area Rapid Transit (DART), setting forth the terms and conditions of a ground lease of DART's Addison Transit Center property for inclusion in a future Transit Oriented Development project.

7. **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.

8. **Adjourn Meeting.**

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

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Posted by: _____
Date posted: 11/9/2023 Time posted: 7:00PM
Date removed from bulletin board: _____
Removed by: _____

City Council (FY24) **4.**
Meeting Date: 11/14/2023
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

Council Questions & Answers

Answers to Council Questions – November 14, 2023

Work Session

Item #7.a: Present and discuss maintenance of residential masonry perimeter screening walls.

Question 1: Please qualify what the 50/50 neighborhood enhancements would include for the screening walls.

Response: What is being proposed in the grant program is an 80/20 match for wall repairs and a 50/50 match for other projects that may be proposed by an HOA, which could include projects that are not wall related such as landscape enhancements, sign toppers, etc. This was included as an option for a grant program as the Parks Department does get requests for adding or enhancing landscape areas. This would create a path for neighborhood groups to support projects that are of interest to them.

Question 2: What provisions are included to ensure repairs are the owner's responsibility if damage is the fault of the property owner?

Response: As proposed, the grant does not exclude a property owner from making a request for repairs based on damage by the property owner or in some cases, former property owner. This is something that would be considered on a case-by-case basis in review of the grant application. Staff would review the circumstances of the wall damage and take this into consideration when scoring the application. The proposed goal is to allow a path forward to address needed wall repairs when perhaps a former property owner caused damage to a screening wall.

Item #7.b: Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 (FY23) fourth quarter which ended September 30, 2023.

Question 1: How does the unmanned aircraft system provision take into account current drone restrictions?

Response: Integrating Advanced Air Mobility (AAM) operations into the U.S. airspace system is a key priority for FAA. At present, small drone operations not carrying passengers are regulated under **FAR Part 107**. This regulation will continue to govern operations of drones up to 55 pounds. Unmanned Aircraft Systems (UAS) intended to carry cargo or passengers will operate under **FAR Part 135**, the regulation governing traditional, crewed on-demand charter and commuter aircraft operations.

Question 2: Can we have the current signage modified with an arrow? Or will it be

removed since it is on private property?

Response: The prior owner of "Addison Airport Office" or the former location of the Addison Airport administrative offices, Harkinson Investment Corporation, installed that signage circa 2020 on the north side of the building at 16051 Addison Road. The sign was not installed at the request or direction of Addison Airport, nor does the sign belong to the Airport. The building is on airport property and is subject to a long-term ground lease; it was acquired from Harkinson by Tyton Holdings in 2021 when Tyton relocated their corporate headquarters from Littleton, CO. The continued presence of the sign can be confusing given that Airport Administration used to lease office space in that building; however, both the signage and the building are privately owned. Airport staff have had and will continue to have discussions with Tyton Holdings concerning alteration or removal of the signage.

Item #7.c: Present and discuss the Town of Addison Fiscal Year 2023 Fourth Quarter Financial Report.

Question 1: It appears that WaterTower has been paid, but they have a matching program required for those funds. Please provide the documentation of the match met.

Response: This documentation has been attached to this document.

Question 2: The astroturf for the dog park is no longer scheduled to be installed. Doesn't the Council need to reallocate those funds?

Response: Council is not required to reallocate those funds but may do so if they wish. Any changes Council wishes to make would be included in a future budget amendment (if applicable).

To address concerns captured in the survey of dog park users, staff is proposing that we allocate a portion of the funds to:

- Connect the pet water fountains to a drain line on Marcus Ave. This will resolve the below ground fountain drainage sump from overfilling.
- Upsize the storm drain line at the southern edge of the park to help alleviate drainage issues.

We will also allocate Tree Mitigation Funds to add more trees in the dog park.
Until Plans and bids are developed for this work, the amount of funds needed to address these issues is unknown. The decision package also moved funds from Operations & Maintenance to the CERF, and that portion of funds in CERF will need to be moved back to Operations & Maintenance.

Public Hearings

Item #5.c: Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development (PD), through Ordinance No. 460, and amended by Ordinance No. 085-003, to allow an educational institution. 1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas).

Question 1: How does the Montessori teaching facility affect tax revenue?

Response: The real property (land and improvements) is not owned by the applicant and is subject to property tax. This would remain unchanged. The applicant's business personal property, which is minimal, is exempt from property tax.

Individual Consideration

Item #6.b: Consider action on a Resolution approving a Master Lease Agreement between the Town of Addison and Dallas Area Rapid Transit (DART), setting forth the terms and conditions of a ground lease of DART's Addison Transit Center property for inclusion in a future Transit Oriented Development project.

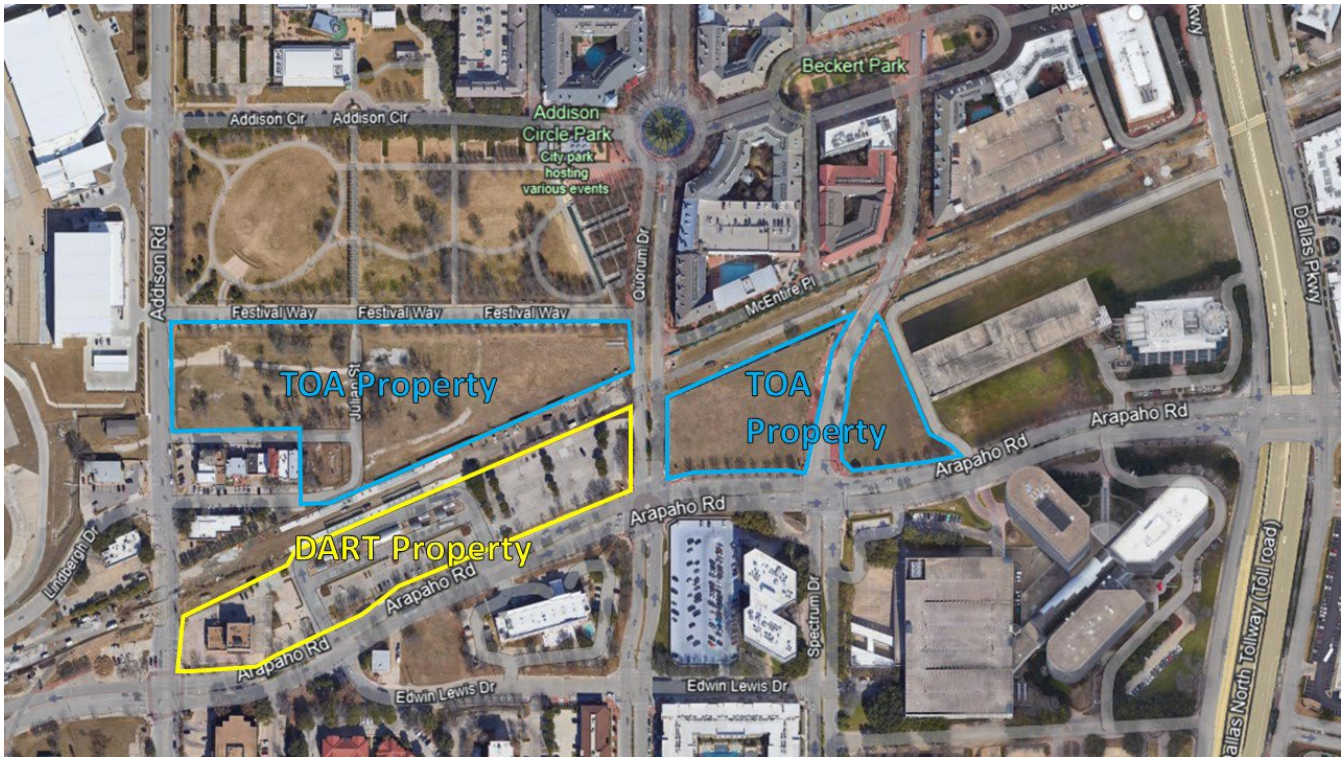
Question 1: Can we include operational and security expenses in the DART agreement?

Response: The agreement does address operational expenses. DART bears responsibility for all expenses for everything including leased land and the transit facility prior to the Rent Commencement Date. After the Rent Commencement Date, DART is responsible for the expenses of its transit operations, which would include security for its transit facility. The tenant, Addison / Master Developer, is responsible for all other expenses.

Question 2: Can you please provide a map of the DART property vs. the Town of Addison property?

Response:

Answers to Council Questions – November 14, 2023



FY 2022-2023
Non-Profit Organization Grant Funding

HOTEL FUND (110-617-56040)

Vendor #	**Non-Profit Organization**	**Approved FY22-23**	**Payments**	**Date Issued**	**Payments**	**Date Issued**	***Signed Agreement***
7	WaterTower Theatre	$ 226,589.00	$ 226,589.00	*11/3/2022*			
7	*WaterTower Theatre (matching funds)*	*150,000.00*	*83,549.30*				

NONPROFIT MATCHING FUNDS APPLICATION

Name of organization: WaterTower Theatre Fiscal Year: 2022-23

Executive Director Name: Shane Peterman Today's Date: 1/18/23

Maximum matching funds granted this fiscal year: **$** 150,000.00 *(Town to enter)*

Matching funds received to-date: $ 0.00 *(Town to enter)*

Matching funds requested: $ 83,549.30

- Please **include attachments listing fundraising amounts received.** This can include detailed spreadsheets, calculations, forms, financial reports, etc. The Town requires sufficient support showing proof of funds raised in accordance with the organization's and Town of Addison contract.

I certify that the above information is correct and true to the best of my knowledge.

Brian Gonzales - Director of Audience and Benefactor Development 1/18/23

Name and Title (please print) Date

Signature

Send completed applications to:

Town of Addison
Finance Department
Attn: Ismael Villalta
5350 Belt Line Road
Dallas, TX 75254

For questions, please contact:

Ismael Villalta
Senior Accountant
ivillalta@addisontx.gov
(972) 450-7071

DONATIONS 10/01/2022 - 12/31/2022		TICKET SALES 01/01/2022 - 11/15/2022		AVG. TICKET COST		25% DEFLATOR
57,623.30		696.00		149.00		25,926.00
TOA DONATIONS AND TICKET SALES MATCH						83,549.30

Item Type	Date Received	Total Received	Donor Name
Donation	10/1/2022	2,500.00	Craig & Deborah Sutton
Donation	10/3/2022	13.75	Rachelle Gojer
Donation	10/4/2022	14.00	Mr Christopher Fine
Donation	10/4/2022	150.00	MR Dale Wheeler
Donation	10/4/2022	250.00	MR Stowe Gardner
Donation	10/4/2022	500.00	Ms Linda Grigsby
Donation	10/6/2022	20.00	MS Beth Gadau
Donation	10/14/2022	500.00	TI Foundation Admin
Donation	10/14/2022	100.00	Communities Foundation of Texas
Donation	10/17/2022	50.00	MRS Myra Newfeld
Donation	10/24/2022	12.00	Donor Anonymous
Donation	10/26/2022	250.00	Karol Omlor
Donation	10/27/2022	25.00	Ms. Martha Ingrum
Donation	10/27/2022	50.00	Benevity Fund
Donation	10/31/2022	4,000.00	Greg Ortel
Donation	10/31/2022	5.49	North TX Giving Day
Donation	11/1/2022	20,000.00	Jimmy & Janiece Niemann
Donation	11/7/2022	226,589.00	Town of Addison
Donation	11/9/2022	7.00	Melissa Bowers
Donation	11/11/2022	64.50	Beverly Morris
Donation	11/14/2022	39.00	TI Foundation Admin
Donation	11/18/2022	6,500.00	Texas Commission on the Arts
Donation	11/19/2022	5.00	Julie Gillies
Donation	11/19/2022	10.00	Paul Wharton
Donation	11/19/2022	10.00	MR Adeolu Babatunde
Donation	11/21/2022	9.41	Amazon Smile
Donation	11/23/2022	25.00	Ms Cindy Pervenanze
Donation	11/29/2022	10.00	Dr Aaron Brown
Donation	11/29/2022	25.00	MS Margaret Miller
Donation	11/29/2022	64.50	Peggie & Fendol Chiles
Donation	11/29/2022	200.00	Bruce Arfsten
Donation	12/1/2022	25.00	Mrs. AMy Cedrone
Donation	12/1/2022	31.25	Elizabeth Fratantuono
Donation	12/1/2022	64.50	Philip & Janeva Longacre
Donation	12/2/2022	10.00	Jeff Matthews
Donation	12/2/2022	10.00	Jane Graner
Donation	12/2/2022	25.00	MR Daniel Mcintire
Donation	12/2/2022	64.50	Joe & Mary Ring
Donation	12/3/2022	10.00	Dana Benningfield
Donation	12/3/2022	14.00	Donna Jones
Donation	12/3/2022	20.00	Matt Engle
Donation	12/3/2022	25.00	Terry Martin
Donation	12/4/2022	2.00	Mr MItchell Rosen
Donation	12/4/2022	10.00	Mr. Rick Herold
Donation	12/7/2022	64.50	Craig & Deborah Sutton
Donation	12/7/2022	64.50	Esther and Fred Nathan

Item Type	Date Received	Total Received	Donor Name
Donation	12/8/2022	5.00	Mrs Kristy Neuville
Donation	12/8/2022	32.25	Merle Rubin
Donation	12/9/2022	64.50	Judy Meagher
Donation	12/10/2022	74.50	Catherine Fontaine
Donation	12/10/2022	100.00	Mr. LG New
Donation	12/11/2022	43.00	Bonnie Dooley
Donation	12/12/2022	86.00	Dr. Amerian Sones
Donation	12/13/2022	8,000.00	Rosalind & Mervyn Benjet
Donation	12/14/2022	1,000.00	Ralph Weber
Donation	12/16/2022	10.00	Theresa Brown
Donation	12/19/2022	251.90	Megan Liles
Donation	12/20/2022	31.25	Elizabeth Fratantuono
Donation	12/20/2022	250.00	John and Susan Wellik
Donation	12/21/2022	250.00	Fidelity Investment Grant Payment
Donation	12/23/2022	75.00	Robert & Leah Hejl
Donation	12/27/2022	500.00	Vanguard Charitable
Donation	12/30/2022	1,000.00	Timothy P. Horan
Donation	12/31/2022	10,000.00	Kathleen Messina
		284,212.30	Total 2022Q4 Donations Received
		(226,589.00)	Less: Funds Rec'd from TOA
		57,623.30	Net Qualified 2022Q4 Donations

From: Brian Gonzales
To: Ismael Villalta
Subject: RE: Just checking back
Date: Thursday, January 19, 2023 4:14:09 PM
Attachments: image002.png
Copy of TOA Matching Grant Request Donations-Ticket Sales Calculation 01132023eg.xlsx
WTTFixedSeriesNewSubscribersUsingCustomerList-2023-01-19T16_00_27.pdf

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Hey, Ismael.

So, it appears my initial numbers were off on the Subscriptions.

I have attached a detailed report that accurately reflects the number of subscription sales AND new calculations.

The subscription report ends on December 12th because that was the closing date of Jesus Christ Superstar, which fell into the Season Subscriptions that would have been purchased before November 15th.

The parameters entered in to process the report from Spektrix were January 1st through November 15th, as stipulated in the agreement.

Please let me know what else you might need.
Thank you for your patience.

-BG

From: Ismael Villalta <ivillalta@addisontx.gov>
Sent: Thursday, January 19, 2023 11:50 AM
To: Brian Gonzales <bgonzales@watertowertheatre.org>
Subject: RE: Just checking back

Hello Brian,

The donation report is exactly what I needed! Your funding request mentioned 688 subscriptions sold but per the report attached it doesn't reflect that number.

Thank you!

ISMAEL VILLALTA, CPA | Senior Accountant – Hotel
Town of Addison | 5350 Belt Line Road, Dallas, TX 75254
P.O. Box 9010 | Addison, Texas 75001
office: 972.450.7071 | **fax:** 972.450.7074
ADDISONTEXAS.NET

Fixed Series New Subscribers -

Purchased between Monday, January 3, 2022 and Monday, December 12, 2022

Subscription Group	Customer Name	Number of Orders	Number of Packages	Price
1st Friday	Traudi Bandura	1	1	$125.00
	Mr Vincent Button	1	4	$516.00
	Roger and Becky Carver	1	2	$258.00
	Vicki Center	1	1	$125.00
	Claudia and Scott Davis	1	4	$516.00
	Enid Deak	1	1	$149.00
	Michael and Cynthia Dowdey	1	2	$258.00
	Elizabeth Fratantuono	1	1	$125.00
	MR Stan Graner	1	2	$258.00
	Robert Greenberg	1	2	$258.00
	Richard Guldi	1	2	$258.00
	Beverly Hall	1	1	$125.00
	Theo & Caren Houston	1	2	$258.00
	Dr & Mrs Bradley Jensen	1	2	$258.00
	Amanda Jensen	1	1	$129.00
	Jeanette Johnson	1	1	$125.00
	Liane Lebednik	1	1	$129.00
	Philip & Janeva Longacre	1	8	$1,032.00
	MS Carolyn Mehlman	1	1	$125.00
	Kim Messerschmitt	1	2	$258.00
	M. Mukhtarian	1	2	$258.00
	Valerie Neely	1	1	$125.00
	Mr Mark Pape	1	2	$258.00
	Wendy Poer	1	2	$258.00
	Andrea & Keith Redmon	1	4	$516.00
	Mr. Craig Reynolds	1	2	$258.00
	Tiffany Richmond	1	1	$129.00
	Laura Lee Scherer	1	2	$250.00
	John Schoenthaler	1	6	$774.00
	MRS Robyn Tatman	1	2	$258.00
	cheryl tyner	1	1	$125.00
	Mrs. Mary and Henry Voegtle	1	2	$258.00
	Dr. Herb and Joy Weinstein	1	2	$258.00
	1st Friday Totals	33	70	$9,010.00

1st Saturday Matinee	MS Judy Averbeck	1	2	$258.00
	Melody Cook	1	2	$258.00
	Joyce Fritz	1	2	$258.00
	Victoria Gelbard	1	1	$0.00
	Jane Goodell	1	1	$129.00
	Mrs Doree Guthrie	1	1	$129.00
	MS Mary Latham	1	1	$129.00
	Dee Linnabary	1	2	$258.00
	Cynthia Little	1	3	$387.00
	Flo Mehlman	1	1	$129.00
	Judy Minkin	1	1	$0.00
	M. Mukhtarian	1	2	$258.00
	Ann Parker	1	4	$516.00
	dr. Jordi Pesalm	1	1	$111.75
	Pamela Taylor	1	4	$516.00
	1st Saturday Matinee Totals	15	28	$3,336.75

1st Saturday Night	Holly and Larry Alberts	1	2	$258.00
	Bruce Arfsten	1	2	$258.00
	Beckie Bates	1	1	$129.00
	Mrs Lee Benson	1	2	$212.00
	Mrs. Maria Blakeway	1	2	$258.00
	Mr. Craig Bobbitt	1	3	$387.00
	Kathryn Cates	1	2	$258.00
	Jill Cima	1	2	$0.00
	Ron Cohen	1	2	$258.00
	Rita and Ron Conway	1	2	$129.00
	Vicki Davis	1	2	$258.00
	William & Andrea Denison	1	2	$258.00
	Charles Friedman	1	4	$516.00
	Louise Gold	1	8	$1,032.00
	Martin & Susie Hotchkiss	1	2	$258.00
	Kris Ikejiri	1	1	$129.00
	Robert and Diane Kowynia	1	2	$258.00
	Nadia Loudon	1	2	$256.00
	Kathi McKenzie	1	2	$258.00
	Traci Merritt	1	2	$258.00
	Kelly Morin	1	1	$129.00
	Esther and Fred Nathan	1	2	$258.00
	Rebecca Neef	1	2	$258.00
	Sylvia and Glen Rabin	1	2	$258.00
	Gayle and Howard Ranen	1	2	$258.00
	Joe & Mary Ring	1	2	$258.00
	Steven & Kamy Ross	1	2	$258.00
	Paula Rosselet	1	2	$258.00
	Merle Rubin	1	1	$129.00
	Kevin Sheehan	1	2	$258.00
	Jan Shwarts	1	2	$258.00
	Jamie Smith	1	1	$129.00
	Brenda Then	1	2	$258.00
	MS Tamara Trummer	1	6	$774.00
	1st Saturday Night Totals	34	76	$9,369.00

1st Sunday	Doug & Rose Bily	1	2	$258.00
	Linda Childres	1	2	$258.00
	Jennifer Coleman	1	2	$258.00
	Liz Erickson	1	1	$129.00
	Sue Ewing	1	1	$129.00
	Nancy Goble	1	2	$258.00
	Alan Harris	1	4	$516.00
	Carolyn and Sam Harris	1	2	$258.00
	MR Stephen Harris	1	2	$258.00
	Sharon Harrison	1	4	$516.00
	Kelli Heinzerling	1	3	$387.00
	Joyce Hendrickson	1	1	$129.00
	Dr. Pamela R Hill	1	1	$129.00
	Mr. and Mrs. Sol Kardon	1	4	$516.00
	Judy Katzenberger	1	4	$516.00
	Celeste Kennedy	1	1	$129.00
	Ann Kline	1	2	$258.00
	Leslie Paris Legrand Jr.	1	2	$258.00
	MR Donald Maynard	1	4	$516.00
	Marianne McDonald	1	2	$258.00
	Carolann Molina	1	2	$258.00
	Mary Lou Murray	1	2	$258.00
	Mai Nguyen	1	1	$149.00
	Mr Mal Noone	1	2	$258.00
	Larry & Barbara Nouvel	2	4	$556.00
	Suzann & John Oliver	1	2	$258.00
	Patricia Owens	1	4	$516.00
	Debra Robinson	1	1	$129.00
	Cullen & Dolores Rogers	1	2	$258.00
	Kathleen Savage	1	1	$129.00
	Don and Robin Screen	1	2	$258.00
	Joseph Szymanski	1	4	$516.00
	DR Elaine Wacholtz	1	2	$258.00
	Marion Ward-Dunton	1	2	$258.00
	Robert Woodchek	1	2	$258.00
	1st Sunday Totals	36	79	$10,251.00

1st Thursday	Ida Jane Bailey	1	2	$258.00
	Gregory Boydston	1	2	$258.00
	Kay F. Champagne	1	3	$407.00
	Dianne Cutler	1	2	$258.00
	Susan Davis	1	2	$258.00
	MS Marguerite Dawson	1	2	$258.00
	Paulette Deutman	1	4	$516.00
	Kathy Farrer	1	1	$129.00
	Gary and Linda Fate	1	2	$258.00
	Dr. Catalina E Garcia, MD	1	2	$258.00
	Geraldine Goddard	1	1	$149.00
	Katrina Gray	1	3	$447.00
	Cathy Piranio Gump	1	2	$258.00
	Mr. Bert Headden	1	2	$258.00
	Patricia Hough	1	2	$258.00
	Adele Ichilian	1	1	$129.00
	Sue & Phil John	1	2	$258.00
	MRS Melinda Johnson	1	1	$129.00
	Marianne D Kolar	1	1	$129.00
	Sherry & Bruce LeVine	1	2	$258.00
	Ron Maddox	1	2	$258.00
	Robert Maguire	1	3	$447.00
	Dolores McGovern	1	2	$258.00
	Pamela McWilliams	1	1	$129.00
	Susan Moss	1	4	$596.00
	Karol Omlor	1	1	$129.00
	Susie Pool	1	2	$258.00
	Robert and Barbara Powell	1	2	$258.00
	Linda Purcell	1	2	$258.00
	Brad and Holly Reeves	1	2	$0.00
	Marcia Schwall	1	1	$129.00
	Heather Sprock	1	2	$258.00
	Jack Terrillion	1	2	$258.00
	Abby and Rick Tett	1	2	$258.00
	Betsyanne Tippette	1	2	$258.00
	Stephen Waller	1	1	$129.00
	Crystal Williams	1	4	$516.00
	Christopher Wood	1	4	$516.00
	1st Thursday Totals	38	78	$10,044.00

1st Wednesday	Rosalind & Mervyn Benjet	1	2	$258.00
	Scott & Bettina Bosell	1	4	$516.00
	Ms. Martine Gregory	1	2	$258.00
	Mr Tom Mason	1	2	$258.00
	MR David Mason	1	2	$258.00
	Gale and Dale Matthews	1	2	$258.00
	MARY ROYALS	1	6	$774.00
	Elaine Van Kerkhove	1	3	$387.00
	Mary Wilson	1	2	$258.00
	1st Wednesday Totals	9	25	$3,225.00
2nd Friday	James Andrew	1	2	$258.00
	Ms. Judy Barrett	1	2	$258.00
	Elaine Bernstein	1	1	$129.00
	Anita and Tom Braun	1	2	$258.00
	Mary Ann Burns	1	4	$516.00
	April Crane	1	1	$125.00
	Elizabeth Ellinor	1	1	$129.00
	Susan Fixler	1	2	$258.00
	William Harrison	1	1	$129.00
	Norma & Michael Katz	1	2	$258.00
	Ken & Cheryl Mindell	1	2	$258.00
	Bob and Lucy Mora	1	2	$258.00
	Mrs. Helene Morris	1	1	$129.00
	MS Sandra OLeary	1	2	$258.00
	Steven Paolissi	1	2	$258.00
	Diane Ratner	1	1	$129.00
	MR James Shaffer	1	2	$258.00
	Craig & Deborah Sutton	1	2	$258.00
	Carol Taper	1	1	$129.00
	MS Cynthia Tucker	1	2	$258.00
	Paul Walden	1	2	$258.00
	John and Susan Wellik	1	2	$258.00
	2nd Friday Totals	22	39	$5,027.00

2nd Saturday Matinee	Gary & Rachel Allen	1	4	$516.00
	Barbara Buehler	1	4	$516.00
	Catherine Fontaine	1	2	$298.00
	Shirley Warren Hastings	1	1	$129.00
	Sheila Jackson	1	2	$129.00
	MS Judith Lawhorn	1	2	$258.00
	Flo Mehlman	1	1	$129.00
	MS Lisa Mistele	1	4	$516.00
	Eleanor Roylance	1	1	$129.00
	Ann Bridges Steely	1	2	$298.00
	Inez Willard	1	1	$129.00
	2nd Saturday Matinee Totals	11	24	$3,047.00

2nd Saturday Night	Susan Bowman	1	2	$258.00
	Peggie & Fendol Chiles	1	2	$258.00
	Dave & Sylvia Fields	1	2	$258.00
	Vincent Gallagher	1	2	$258.00
	MRS Greg & Jana Gentry	1	4	$516.00
	Larry George	1	4	$516.00
	Beverly and Joe Goldman	1	2	$258.00
	Brenda Harrell	1	2	$258.00
	Carole Ann and Jay Hoppenstein	1	2	$258.00
	Ms. Linda Horton	1	4	$596.00
	Todd Hummel	1	2	$258.00
	Madhu Kapoor	1	3	$387.00
	Mr. & Mrs. Bill & Eileen LeRoy	1	2	$258.00
	Thomas and Margo Levine	1	2	$258.00
	Eugene Lochman	1	4	$516.00
	Susan Midgette	1	1	$129.00
	Jimmy & Janiece Niemann	1	10	$1,290.00
	Renita Partin	1	2	$258.00
	James Pasant	1	2	$258.00
	MR Steven Pipes	1	2	$258.00
	Jonna Plumlee	1	2	$258.00
	MR Wayne Ruhter	1	4	$516.00
	Jeff Samford	1	2	$258.00
	Dr Allison Sanders	1	4	$516.00
	Linda Sharp	1	2	$298.00
	Carol Steele	1	2	$298.00
	Edward Steffek	1	2	$258.00
	John and Susan Stetter	1	2	$258.00
	MR Gregory Stiebling	1	2	$258.00
	Ron & Donna Whitehead	1	2	$258.00
	Mary Woods	1	1	$129.00
	2nd Saturday Night Totals	31	81	$10,609.00

2nd Sunday	Linda Bross	1	1	$129.00
	Gay Clark	1	1	$129.00
	David Cohen	1	2	$0.00
	Sylvia Deadwyler	1	4	$516.00
	Sue Dexheimer	1	2	$258.00
	Kenneth Fantus	1	2	$258.00
	Grant and Nancy Foreman	1	4	$516.00
	MS Carole Fowkes	1	2	$258.00
	Laura Fremder	1	4	$516.00
	Carol Geckler	1	2	$258.00
	Eileen Goldsteen	1	2	$258.00
	Ms Linda Grigsby	1	2	$258.00
	Jim Hamlet	1	1	$129.00
	Steven Happel	1	2	$258.00
	Barbara Heller	1	2	$258.00
	Mary Hennigan	1	1	$129.00
	Susan Kasten	1	2	$258.00
	Mrs Susan Katrein	1	1	$129.00
	Kathy Lee	1	3	$387.00
	Judy McCollum	1	1	$129.00
	Paula Mcneill	1	1	$129.00
	Judy Meagher	1	2	$258.00
	Carol Mullin	1	4	$516.00
	Sejel Naran	1	4	$516.00
	Mai Nguyen	1	1	$149.00
	Diane Musha and Janet Parkinson	1	2	$258.00
	Margaret Pierce	1	4	$516.00
	Linda and Jack Sanders	1	2	$298.00
	Jeffrey Sarembock	1	2	$258.00
	Sandra Starr Lyon	1	1	$149.00
	Bunny Summerlin	1	2	$258.00
	Dr William Thompson	1	2	$298.00
	Esteban Ventura	1	2	$298.00
	Ms Nancy Williams	1	2	$258.00
	2nd Sunday Totals	34	72	$9,190.00

2nd Thursday	Patricia Adkins	1	3	$387.00
	James & Gail Allen	1	2	$258.00
	Ida Jane Bailey	1	2	$258.00
	Judy Berger	1	2	$258.00
	Carl Bonds	1	2	$258.00
	Mason Brown	1	2	$258.00
	Michael & Liese Canterbury	1	2	$258.00
	Taylor Cleghorn	1	2	$258.00
	Ruth Ducotey	1	1	$129.00
	Kenny Ellison	1	1	$129.00
	Eileen & Martin R. Goldstein	1	2	$298.00
	W.M. Hamilton	1	2	$258.00
	Kay Harris	1	2	$258.00
	Judy Heath	1	2	$258.00
	Robert & Leah Hejl	1	2	$258.00
	MR Jim Hertwig	1	2	$258.00
	Byron Holder	1	2	$258.00
	Mark Jacobs	1	2	$258.00
	Sue & Phil John	1	2	$258.00
	Dennis Keys	1	2	$258.00
	Harold Korin	1	1	$129.00
	Carter Kovacs	1	1	$149.00
	Richard Lewis	1	2	$258.00
	GLORIA MANNINO	1	2	$258.00
	Barbara and Sam McKenney	1	2	$258.00
	MS Marge Montgomery	1	2	$258.00
	Marilyn Moss	1	3	$387.00
	MR Dennis & Sheila Radabaugh	1	2	$258.00
	Verna Roberts	1	1	$129.00
	Rick Russell	1	2	$258.00
	Lynn Sadler	1	2	$258.00
	Lou Schomer	1	1	$129.00
	Les & Shelli Taub	1	2	$298.00
	Barbara Taylor	1	7	$903.00
	2nd Thursday Totals	34	69	$9,001.00

2nd Wednesday	Ruth Anderson	1	1	$129.00
	Pam Ashworth	1	8	$1,032.00
	Joseph Barbknecht	1	2	$258.00
	Carol Baxavanis	1	4	$516.00
	Marcia Blair	1	2	$258.00
	MR Stowe Gardner	1	2	$258.00
	Edna Ground	1	2	$258.00
	Julie Kite	1	6	$774.00
	Carole & Dan Linscott	1	2	$258.00
	Joan Marmurek	1	1	$129.00
	Dr. Paul Meggs	1	2	$258.00
	Beverly Morris	1	2	$258.00
	Candy and Terry Myers	1	2	$258.00
	Gary Nicholson	1	2	$258.00
	Bill Pfeiff	1	2	$258.00
	ELYSE PUCKETT	1	1	$129.00
	MARY ROYALS	1	6	$774.00
	Elizabeth Shorey	1	1	$129.00
	Joyce Susman	1	1	$129.00
	Cindy Swisher	1	1	$149.00
	Frank and Bonnie Taylor	1	2	$258.00
	Ralph Weber	1	1	$129.00
	Nancy Willman	1	2	$258.00
	2nd Wednesday Totals	23	55	$7,115.00
	Totals	**315**	**696**	**$89,224.75**

STATE OF TEXAS §
§ **AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2022 by and between the Town of Addison, Texas (the "City") and WaterTower Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2022, through the 30th day of September, 2023, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this

Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) One co-production with Stage West in Fort Worth (WTT production is the first, Stage West follows);

(b) Main Stage Season of 4 shows (12 in person performances each, 48 total);

(c) 2 workshops of new musicals and plays with public final performance (2 in person performances);

(d) Multiple Educational Programs at no cost to students including continued development of a magnate music theatre program at Rowlett High School and Saturday morning classes for children with disabilities; and

(e) Summer Internship- paid producing internships & technical internships for 18-22 year olds (Summer 2023).

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2023
April 30, 2023
July 30, 2023
October 30, 2023

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Hundred Twenty-Six Thousand Five Hundred Eighty-Nine and No/100 Dollars ($226,589.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2023. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2023. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The City agrees to make an in-kind donation to the Organization in an amount not to exceed Forty-Eight Thousand Four Hundred Eleven and No/100 Dollars ($48,411.00). Sixteen Thousand Four Hundred and No/100 Dollars ($16,400.00) of which shall be designated for Office Rent and

Thirty-Two Thousand Eleven and No/100 Dollars ($32,011.00) of which shall be designated for Production Rent.

Notwithstanding anything provided in this Section and in accord with the description of "Matching Funds" and the process for distribution of Matching Funds, attached hereto as **Exhibit "A"** and incorporated herein by reference, the parties agree that the Organization is eligible for an additional **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional Program funding from sources outside of the City in the amount of **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** within the Term of this Agreement ("Matching Funds").

The Funding (including all Matching Funds) shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY

ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for

additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

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

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Shane Peterman
WaterTower Theatre
15650 Addison Road
Addison, Texas 75001

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

By: _____
Hamid Khaleghipour
Interim City Manager

Date: 10/25/22

WATERTOWER THEATRE

By: _____
Mr. Shane Peterman
Producing Artistic Director

Date: 9.29.22

Resolution R22-069

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE
INCORPORATED FROM HOTEL/MOTEL
TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WaterTower Theatre ("WTT"), the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars ($150,000). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. **Beginning January 1, 2023, WTT may make application on or before the 15th day of each month for distribution of Matching Funds and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application. Disbursements are made in a minimum of $5,000 increments.**

For the purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) the qualifying season ticket funds, which shall be determined by multiplying (a) the number of 2022-2023 WTT season tickets sold by WTT between January 1, 2022 and November 15, 2022, times (b) the average cost of a single season subscription[1], times (c) 25%. (e.g., total # of tickets x average cost x .25 = qualifying season ticket funds).

[1] The average costs will include all regular season tickets ($149) together with all early-purchased season tickets ($129) sold during the applicable period.

FY 2022-2023
Non-Profit Organization Grant Funding

HOTEL FUND (110-617-56040)

Vendor #	**Non-Profit Organization**	**Approved FY22-23**	**Payments**	**Date Issued**	**Payments**	**Date Issued**	***Signed Agreement***
7	WaterTower Theatre	$ 226,589.00	$ 226,589.00	*11/3/2022*			
7	*WaterTower Theatre (matching funds)*	150,000.00	83,549.30	1/25/2023	46,582.58		
16531	Outcry Theatre	2,500.00	1,250.00	*11/2/2022*	1,250.00		
		$ 379,089.00	**$ 311,388.30**		**$ 47,832.58**		

NONPROFIT MATCHING FUNDS APPLICATION

Name of organization: WaterTower Theatre Fiscal Year: 2022-23

Executive Director Name: Shane Peterman Today's Date: 1/18/23

Maximum matching funds granted this fiscal year: **$** 150,000.00 *(Town to enter)*

Matching funds received to-date: $ 0.00 *(Town to enter)*

Matching funds requested: $ 83,549.30

- Please **include attachments listing fundraising amounts received.** This can include detailed spreadsheets, calculations, forms, financial reports, etc. The Town requires sufficient support showing proof of funds raised in accordance with the organization's and Town of Addison contract.

I certify that the above information is correct and true to the best of my knowledge.

Brian Gonzales - Director of Audience and Benefactor Development 1/18/23

Name and Title (please print) Date

Signature

Send completed applications to:

Town of Addison
Finance Department
Attn: Ismael Villalta
5350 Belt Line Road
Dallas, TX 75254

For questions, please contact:

Ismael Villalta
Senior Accountant
ivillalta@addisontx.gov
(972) 450-7071

WaterTower Theatre

TOWN OF ADDISON MATCHING REQUEST DONATIONS/GALA

Donations:	$6,952.50 **A**
Grants:	$1,550.00 **B**
Gala Tickets:	$23,005.00 **C**
Gala Donations:	$2,080.00 **D**
Gala Auction Items	$12,435.00 **E**
Gala Purchases	$1,120.00 **F**
Total:	$47,142.50
Minus Auctria Credit Card Fees	-$559.92 **G**
Gala/Donations/Grants Total	$46,582.58

15650 Addison Road - Addison, TX 75001 - www.watertowertheatre.org
Administration 972.450.6230 - Facsimile 972.450.6244 - Box Office 972.450.6232

Donations Report

Includes transactions from 1/3/2023 to 3/27/2023

Report generated on 4/11/2023 5:05 PM

Fund Breakdown

Fund	Total	
2022-2023 Subscriber Donation	$100.00	A
Grants	$1,550.00	B
New Heights Campaign	$64.50	A
Returned/Donated Tickets	$1,542.00	A
Sustain the Mission	$5,246.00	A
Grand Total	**$8,502.50**	

Campaign Breakdown

Campaign	Total
(No Campaign)	$8,502.50
Grand Total	**$8,502.50**

Donor Breakdown by Fund

2022-2023 Subscriber Donation

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
2/10/2023	Robert & Leah Hejl	I-RH22-23FL	$50.00	Robert & Leah Hejl	-	-	23-BP-1608
2/16/2023	Elyse Puckett	I-EP22-2CB7	$20.00	Elyse Puckett	-	-	23-BV-161A
2/27/2023	Jane and Arthur Pawgan	I-JP22-93S3	$30.00	Jane and Arthur Pawgan	-	-	23-CG-161T
		Total	**$100.00**				

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Grants

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
1/6/2023	Linda Grigsby on behalf of Vanguard Charitable	I-LG22-243L	$500.00	Dr. Joseph Luttmer and Linda Leigh Grigsby	-	-	23-AG-15C7
1/25/2023	TI Foundation Admin on behalf of Texas Instruments Foundation	I-TA22-9LJM	$500.00	Texas Instruments Foundation	-	-	23-AZ-15ID
3/9/2023	Anita and Tom Braun	I-TB22-2GFL	$50.00	Anita and Tom Braun	-	-	23-CQ-162B
3/27/2023	Kay F. Champagne	I-KC22-233D	$500.00	Kay F. Champagne	-	-	23-DI-162X
		Total	**$1,550.00**				

New Heights Campaign

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
2/12/2023	Susan Kasten	I-SK22-2BC8	$64.50	Susan Kasten	-	-	22-HE-13Z0
		Total	**$64.50**				

Returned/Donated Tickets

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
2/3/2023	Philip & Janeva Longacre	I-PL22-2FNZ	$64.50	Philip & Janeva Longacre	-	-	22-DS-13K1
2/4/2023	Grace Harmon	I-PD23-DMNJ	$86.00	Ms Grace Harmon	-	-	23-BE-15UV
2/6/2023	PAUL MCCONNELL	I-DV23-6RDL	$86.00	PAUL MCCONNELL	-	-	22-AA-15BG
2/8/2023	Bill & Eileen LeRoy	I-BL22-2DC8	$64.50	Mr. & Mrs. Bill & Eileen LeRoy	-	-	22-FR-13UO
2/10/2023	Jared Furlow	I-SF23-F4XB	$43.00	Jared Furlow	-	-	23-BK-15YJ
2/10/2023	Kevin McCoy	I-KM22-288B	$86.00	Kevin McCoy	-	-	22-NL-15A0
2/10/2023	Paul Meggs	I-pm22-2FY4	$64.50	Dr. Paul Meggs	-	-	22-EF-13OS
2/10/2023	Steven Paolissi	I-SP22-25JH	$64.50	Steven Paolissi	-	-	22-EF-13ON
2/11/2023	- -	-	$2.00	-	-	-	23-BR-160L
2/11/2023	Barbara Buehler	I-BB22-27ZQ	$32.25	Barbara Buehler	-	-	22-FC-13RR
2/11/2023	Peggie & Fendol Chiles	I-PC22-22LM	$64.50	Peggie & Fendol Chiles	-	-	22-DQ-13IW
2/11/2023	Ali Elhorr	I-JF23-CCSK	$172.00	Mr. Ali Elhorr	-	-	22-NO-15AC
2/11/2023	Flo Mehlman	I-GG22-YY8Q	$32.25	Flo Mehlman	-	-	22-DK-13FI
2/11/2023	Sheila VanLyke	I-SM22-2BX7	$86.00	Sheila VanLyke	-	-	22-KO-14MJ
2/12/2023	Linda Bross	I-LB22-2G36	$32.25	Linda Bross	-	-	22-DQ-13J7
2/12/2023	William Farrar	I-WF22-23GL	$86.00	MR William Farrar	-	-	22-NL-159Y
2/12/2023	Kathy Farrer	I-KF22-2DFF	$32.25	Kathy Farrer	-	-	22-FR-13UM
2/12/2023	Eugene Lochman	I-EL22-GZY6	$129.00	Eugene Lochman	-	-	22-FX-13VK
2/12/2023	Nancy Williams	I-NW22-DQTX	$64.50	Ms Nancy Williams	-	-	22-EF-13OG
2/27/2023	Karol Omlor	I-KO22-2G6P	$250.00	Karol Omlor	-	-	23-CD-161M
		Total	**$1,542.00**				

Sustain the Mission

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
1/3/2023	David Arndt	I-5T23-CKJ3	$18.00	David Arndt	-	-	23-AD-15BU

Sustain the Mission

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
1/7/2023	Erin Frederick Hodge	I-GQ23-CNLQ	$5.00	Erin Frederick Hodge	-	-	23-AH-15CW
1/7/2023	Ralph Van Winkle	I-RV22-DRBQ	$5.00	Ralph Van Winkle	-	-	23-AH-15CF
1/9/2023	Lisa Barclay	I-S823-CR7L	$5.00	Lisa Barclay	-	-	23-AJ-15DL
1/12/2023	James Barber	I-JB22-2F24	$20.00	Mr James Barber	-	-	23-AM-15E8
1/14/2023	Deanna Davies	I-PM23-57G5	$20.00	Ms. Deanna Davies	-	-	23-AO-15EV
1/14/2023	Michael Jones	I-JK23-CWHQ	$10.00	Viscount Michael Jones	-	-	23-AP-15EY
1/15/2023	Robert Glosser	I-RG22-28DN	$25.00	Robert Glosser	-	-	23-AP-15F0
1/19/2023	Jay Langhurst	I-LX22-Y3BZ	$500.00	Jay Langhurst	-	-	23-AU-15G5
1/21/2023	Lisa Kittredge	I-LK22-28BK	$15.00	MRS Lisa Kittredge	-	-	23-AV-15GO
1/22/2023	Vickie Atwell	I-4423-828L	$10.00	Vickie Atwell	-	-	23-AW-15GX
1/23/2023	Jane Graner	I-JG22-2G37	$10.00	Jane Graner	-	-	23-AY-15HK
1/23/2023	Melissa MinchElla	I-7X23-5778	$43.00	Mrs Melissa MinchElla	-	-	23-AY-15HA
1/23/2023	Shireen Pitassi	I-SP22-2B9V	$5.00	MS Shireen Pitassi	-	-	23-AX-15H7
1/25/2023	Adeolu Babatunde	I-AB22-2DQY	$15.00	MR Adeolu Babatunde	-	-	23-AZ-15IB
1/26/2023	Jason Barnett	I-JB22-3J5L	$28.00	Jason Barnett	-	-	23-BB-15JF
1/27/2023	Matt Engle	I-5N23-6CHR	$20.00	Matt Engle	-	-	23-BC-15TX
1/27/2023	Cheryl Pike	I-JN23-DG6W	$50.00	Ms Cheryl Pike	-	-	23-BB-15JG
1/27/2023	John Wakeman	I-KN23-DGFT	$50.00	John Wakeman	-	-	23-BB-15JM
1/29/2023	Mike Fotia	I-9M23-DKZ8	$100.00	Mike Fotia	-	-	23-BD-15UM
1/30/2023	Susan Ward	I-SW22-247F	$100.00	MRS Susan Ward	-	-	23-BF-15V8
2/1/2023	Julie Gerron	I-VR23-DSNC	$20.00	Julie Gerron	-	-	23-BH-15W0
2/5/2023	Brandi Goswick	I-BQ23-F4XC	$7.00	Brandi Goswick	-	-	23-BK-15YV
2/6/2023	Tara Thornberry	I-TT22-2DKL	$50.00	Tara Thornberry	-	-	23-BL-15ZG
2/11/2023	Jody Blanchard	I-PG23-FGP3	$10.00	Jody Blanchard	-	-	23-BR-160J

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3/2/2023	Mason Brown	I-MB22-FKVH	$4,000.00	Mason Brown	-	-	23-CJ-161V
3/4/2023	Kim Swarner	I-ZY23-FK9X	$20.00	Kim Swarner	-	-	23-CM-161Z
3/5/2023	Robin G. Attaway	I-RA22-28SP	$60.00	Ms. Robin G. Attaway	-	-	23-CN-1622
3/5/2023	Chrystin Pleasants	I-CP22-3HW6	$25.00	Chrystin Pleasants	-	-	23-CM-1621
		Total	**$5,246.00**				

Reports powered by SPEKTRIX

Sales History for 2023 Gala on Saturday 04 March 2023 19:00

Date of Report: 4/11/2023

Sold tickets (ordered by customer surname):

Quantity	Value	Band	Area	Ticket Type	Seat(s)	Transaction Date	Sales Channel	Operator
Order ref: 23-CD-161N		**Customer: Bruce Arfsten**						
1	$250.00	2022/2023 Season	General Admission	Single Ticket	0	2/24/2023 2:10 PM	Web	web
Order ref: 23-CD-161P		**Customer: Ida Jane Bailey**						
2	$1,000.00	2022/2023 Season	General Admission	Gala Couples Ticket	0 x2	2/24/2023 4:42 PM	Counter	mherrick
Order ref: 23-BP-1607		**Customer: Mr. Heath Boyer**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/10/2023 8:25 AM	Web	web
Order ref: 23-CB-161H		**Customer: April Crane**						
1	$250.00	2022/2023 Season	General Admission	Single Ticket	0	2/21/2023 7:23 PM	Web	web
Order ref: 23-AL-15E0		**Customer: MR Stan Graner**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	1/11/2023 4:29 PM	Web	web
Order ref: 23-AL-15E1		**Customer: Ms. -Jana -Hayes**						
2	$500.00	2022/2023 Season	General Admission	Single Ticket	0 x2	1/11/2023 4:29 PM	Web	web
Order ref: 23-BV-1619		**Customer: Janet Hoppenstein**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/15/2023 11:41 PM	Web	web
Order ref: 23-CG-161R		**Customer: Timothy Horan**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/27/2023 11:29 AM	Web	web
Order ref: 23-CC-161L		**Customer: Jeanette Johnson**						
1	$195.00	2022/2023 Season	General Admission	Gala Single Ticket	0	2/23/2023 4:36 PM	Counter	rbongiorno
Order ref: 23-BC-15U8		**Customer: Jay Langhurst**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	1/28/2023 10:13 AM	Web	web

Order ref: 23-BL-15ZC		**Customer: Philip & Janeva Longacre**						
1	$5,000.00	2022/2023 Season	General Admission	Single Table (ten seats)	0	2/6/2023 3:20 PM	Web	web
Order ref: 23-CH-161U		**Customer: Nadia Loudon**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/28/2023 10:17 AM	Counter	bgonzales
Order ref: 23-CG-161S		**Customer: David Moore**						
3	$750.00	2022/2023 Season	General Admission	Single Ticket	0 x3	2/27/2023 3:42 PM	Counter	bgonzales
Order ref: 23-DW-164S		**Customer: Rebecca Neef**						
1	$5,000.00	2022/2023 Season	General Admission	Gala Table	0	4/10/2023 12:23 PM	Counter	bgonzales
Order ref: 23-BN-15ZV		**Customer: MR Steven Pipes**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/8/2023 8:06 AM	Web	web
Order ref: 23-CK-161X		**Customer: Sumner Prakken Sanders**						
1	$30.00	2022/2023 Season	General Admission	After Party Single Ticket	0	3/3/2023 3:29 PM	Counter	bgonzales
Order ref: 23-CC-161I		**Customer: Tiffany Richmond**						
1	$5,000.00	2022/2023 Season	General Admission	Gala Table	0	2/23/2023 10:09 AM	Counter	bgonzales
Order ref: 23-BL-15ZH		**Customer: Craig & Deborah Sutton**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/6/2023 5:52 PM	Web	web
Order ref: 23-CD-161O		**Customer: Brenda Then**						
1	$500.00	2022/2023 Season	General Admission	Gala Couples Ticket	0	2/24/2023 3:08 PM	Counter	mherrick
Order ref: 23-BL-15ZG		**Customer: Tara Thornberry**						
1	$500.00	2022/2023 Season	General Admission	Couples' Ticket	0	2/6/2023 4:18 PM	Web	web
Order ref: 23-CL-161Y		**Customer: cheryl tyner**						
1	$30.00	2022/2023 Season	General Admission	After Party (included with Gala admission)	0	3/4/2023 3:09 PM	Web	web
25	**$23,005.00**	**C**						

Returned tickets (ordered by customer surname):

WATERTOWER THEATRE 2023 SPRING GALA Dashboard

Overview of your auction

License Expired

Your Emerald license expired on 05-Apr-2023. Your account has reverted to the free **Explorer plan (https://www.auctria.com/pricing/)**.

Renew your license (https://www.auctria.com/pricing/?product=CAO_EMERALD_12) or **renew with Auctria Launch (https://www.auctria.com/pricing/?product=CAO_EMERALD_12&launch=AUCTRIA_LAUNCH)**. Learn more about **Auctria Launch (https://www.auctria.com/auctria-launch/)**.

If you have already renewed then **apply a license#**.

# of items 32 +	# of bidders 82 +	Net income $15,452...	
CLOSED Online biddi... Closed ... 04 Mar 2023 4:...	Texting Not set up	Event website fundraiser.sup × Not included i...	
EXPIRED Organization U... + Emer...	LIVE Credit card ... Enabled...	Auctria Sup... Auctria Assist	

Item Summary

TYPE	COUNT	VALUE
Live	3	$ 12,000.00
Online	22	$ 6,064.00
For Sale[1]	3	$ 1,120.00
Total	**28**	**$ 19,184.00**
Donation items	4	

[1] For sale item values are included in the total value if the item quantity is more than 0

Income Summary

Won Bids	21	$ 12,435.00 E
Donations		$ 2,080.00 D
Purchases		$ 1,120.00 F
Covered Credit Card Fees		$ 377.17
Gross Income		$ 16,012.17
Credit Card Fees		$ -559.92 G

Net Income		$ 15,452.25
Payments	62	$ 15,977.17
Balance Due		$ 35.00

Bidder Donations

Bidder #	First name	Last name	Amount	Item	Bidder address	Recorded at	Recorded by
3	Bruce	Arfsten	$100.00		17085 Windward Lane, Addison, TX, 75001, United States	21:03:39 04-Mar-2023	Bruce Arfsten
20	Timothy	Horan	$500.00		4557 Pecan Valley Dr, Plano, TX, 75093	21:03:45 04-Mar-2023	Timothy Horan
71	Denise	Quintanilla	$100.00		4115 Rush Circle, Addison, TX, 75001	21:03:15 04-Mar-2023	Denise Quintanilla
71	Denise	Quintanilla	$100.00		4115 Rush Circle, Addison, TX, 75001	21:04:27 04-Mar-2023	Denise Quintanilla
71	Denise	Quintanilla	$300.00		4115 Rush Circle, Addison, TX, 75001	21:05:46 04-Mar-2023	Denise Quintanilla
71	Denise	Quintanilla	$10.00		4115 Rush Circle, Addison, TX, 75001	19:08:30 04-Mar-2023	Denise Quintanilla
137	earl	griggs	$50.00		617 NW TENTH STREET, grand prairie, TX, 75050	21:04:00 04-Mar-2023	earl griggs
137	earl	griggs	$10.00		617 NW TENTH STREET, grand prairie, TX, 75050	19:25:24 04-Mar-2023	earl griggs
145	David	Moore	$100.00		14615 Cyprus Point Drive, Farmers Branch, TX, 75234	21:04:47 04-Mar-2023	David Moore
147	Seth	Thornberry	$50.00		18704 Flatstone Ct, Dallas, TX, 75252	21:04:05 04-Mar-2023	Seth Thornberry
151	Tamara	Cleghorn	$50.00		14614 Cyprus Point Drive, Farmers Branch, Tx, 75234	21:03:11 04-Mar-2023	Tamara Cleghorn
154	Laura	Lites	$25.00		3130 Ripplewood Dr, Garland, TX, 75044	21:04:05 04-Mar-2023	Laura Lites (#154)
156	Veneta	Lusk	$10.00		15511 Branchcrest Cir, Dallas, TX, 75248	21:04:00 04-Mar-2023	Veneta Lusk (#156)
157	Alisha	Reilly	$100.00		7135 Leameadow DR, Dallas, TX, 75248	21:24:01 04-Mar-2023	Alisha Reilly
158	Nicky	Wiley	$25.00			21:02:56 04-Mar-2023	Nicky Wiley
169	Kita	M. Hobbs	$100.00		9412 Wood Duck Dr, Fort Worth, TX, 76118	21:03:41 04-Mar-2023	Kita M. Hobbs (#169)
170	Katherine	Moorehead	$25.00		7255 Tangleglen Dr, Dallas, TX, 75248	09:28:43 05-Mar-2023	Katherine Moorehead
175	Tracy	Williams	$25.00		7329 Canadian Drive, Irving, TX, 75039	21:03:15 04-Mar-2023	Tracy Williams (#175)
176	Delynda	Morave	$50.00		299 Connor Lane, Lucas, TX, 75002	21:03:18 04-Mar-2023	Delynda Morave (#176)
178	Grace	Daniels	$100.00		2711 Cove Drive, Grand Prairie, TX, 75054	21:07:06 04-Mar-2023	Grace Daniels (#178)
179	Deb	Sutton	$250.00		7256 Ashington Dr, Dallas, TX, 75225	21:08:47	Deb Sutton

Bidder #	First name	Last name	Amount	Item	Bidder address	Recorded at	Recorded by
						04-Mar-2023	(#179)

Total: $2,080 D

All Income Details

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
1	5 Days, 4 Nights in Sonoma wine country	Live	$8,000.00	1	$5,500.00	129	Thomas	Braun	tom@tkbraun.com	2145367936
2	Broadway in Chicago	Live	$2,500.00	1	$3,500.00	165	Darren	Gardner	dgtest2@gmail.com	2145051326
3	Oklahoma City Getaway for 2	Live	$1,500.00	1	$1,000.00	142	Abel	Casillas	Ajcasillastx@yahoo.com	2145378342
5	2023-2024 Season Tickets for 2 to Kitchen Dog Theater	Online	$215.00	1	$75.00	141	Byron	Holder	byronholder13@yahoo.com	2146975034
6	Arise Acting Studio Show Tuition	Online	$675.00	1	$250.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
7	WaterTower Theatre 2023-2024 Season Tickets for 2	Online	$350.00	1	$350.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
11	Two Private Coaching Sessions with Broadway Actor Brian Gonzales	Online	$300.00	1	$100.00	173	Avery	Baker	averyebaker@gmail.com	2145544070
12	Vocal Coaching/Audition Prep with Ashley Puckett Gonzales	Online	$150.00	1	$50.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
15	Scout & Cellar Wines- At home wine tasting	Online	$250.00	1	$100.00	151	Tamara	Cleghorn	tamaracleghorn23@gmail.com	2147245077
16	Fork Pull	ForSale	$30.00	1	$30.00	154	Laura	Lites	lauralites@gmail.com	9513478773
16	Fork Pull	ForSale	$30.00	1	$30.00	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
16	Fork Pull	ForSale	$30.00	1	$30.00	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
16	Fork Pull	ForSale	$30.00	1	$30.00	155	Stephanie	Tsaloufis	steph.chan1225@yahoo.com	5126957382
16	Fork Pull	ForSale	$30.00	1	$30.00	141	Byron	Holder	byronholder13@yahoo.com	2146975034
16	Fork Pull	ForSale	$30.00	1	$30.00	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
16	Fork Pull	ForSale	$30.00	1	$30.00	143	Steve	Barcus	stevebarcus@hotmail.com	9176566429
16	Fork Pull	ForSale	$30.00	1	$30.00	129	Thomas	Braun	tom@tkbraun.com	2145367936
16	Fork Pull	ForSale	$30.00	1	$30.00	168	Kelli	Heinzerling	frzrwirekh@yahoo.com	2145056697
16	Fork Pull	ForSale	$30.00	1	$30.00	120	Jill	Cima	c36jill@gmail.com	4697747980
16	Fork Pull	ForSale	$30.00	3	$90.00	137	earl	griggs	info@earlgriggs.com	2147070

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
		le								058
16	Fork Pull	ForSale	$30.00	1	$30.00	145	David	Moore	dmoore2265@msn.com	9724843121
16	Fork Pull	ForSale	$30.00	1	$30.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
16	Fork Pull	ForSale	$30.00	1	$30.00	149	Erin	Stephenson	erindhill@yahoo.com	4698551853
16	Fork Pull	ForSale	$30.00	1	$30.00	150	Linda	Bambina	lindabambina42@gmail.com	9722417556
16	Fork Pull	ForSale	$30.00	1	$30.00	150	Linda	Bambina	lindabambina42@gmail.com	9722417556
17	Cork Pull	ForSale	$20.00	1	$20.00	141	Byron	Holder	byronholder13@yahoo.com	2146975034
17	Cork Pull	ForSale	$20.00	1	$20.00	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
17	Cork Pull	ForSale	$20.00	2	$40.00	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
17	Cork Pull	ForSale	$20.00	2	$40.00	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
17	Cork Pull	ForSale	$20.00	1	$20.00	79	Lillie	Ritter	lritter@primedllc.com	2142808576
17	Cork Pull	ForSale	$20.00	1	$20.00	170	Katherine	Moorehead	kat.the.human@gmail.com	2146297090
17	Cork Pull	ForSale	$20.00	2	$40.00	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
17	Cork Pull	ForSale	$20.00	1	$20.00	120	Jill	Cima	c36jill@gmail.com	4697747980
17	Cork Pull	ForSale	$20.00	1	$20.00	151	Tamara	Cleghorn	tamaracleghorn23@gmail.com	2147245077
17	Cork Pull	ForSale	$20.00	1	$20.00	167	Shelly	Hanko	shanko@charter.net	6189103913
17	Cork Pull	ForSale	$20.00	4	$80.00	20	Timothy	Horan	thoran@mailfence.com	2142136557
17	Cork Pull	ForSale	$20.00	1	$20.00	155	Stephanie	Tsaloufis	steph.chan1225@yahoo.com	5126957382
17	Cork Pull	ForSale	$20.00	1	$20.00	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
17	Cork Pull	ForSale	$20.00	1	$20.00	157	Alisha	Reilly	alishazdrew@hotmail.com	2013362834
17	Cork Pull	ForSale	$20.00	1	$20.00	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
17	Cork Pull	ForSale	$20.00	1	$20.00	149	Erin	Stephenson	erindhill@yahoo.com	4698551853
17	Cork Pull	ForSale	$20.00	1	$20.00	145	David	Moore	dmoore2265@msn.com	9724843

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
		le								121
17	Cork Pull	ForSale	$20.00	1	$20.00	143	Steve	Barcus	stevebarcus@hotmail.com	9176566429
17	Cork Pull	ForSale	$20.00	5	$100.00	141	Byron	Holder	byronholder13@yahoo.com	2146975034
18	1 Year (2 semsters) of class of choice at Arise Acting Studio (any location-Grapevine/Rockwall/Frisco)	Online	$950.00	1	$350.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
19	Opening Night to GOIN' HOLLYWOOD & Cocktail Hour with the authors	Online	$424.00	1	$175.00	155	Stephanie	Tsaloufis	steph.chan1225@yahoo.com	5126957382
20	TIFFANY & CO. Elsa Peretti Thumbprint Glasses	Online	$100.00	1	$300.00	177	Carrie	Teller	ccteller@me.com	2142286785
21	At Home Spa Basket	Online	$100.00	1	$35.00	174	Justin	Loth	justinloth@yahoo.com	9727622464
22	At Home Facial Basket	Online	$300.00	1	$120.00	164	Daniel	Klingler	dlklingler@gmail.com	4142483283
23	Astoria Wine Bordeaux Basket	Online	$150.00	1	$60.00	168	Kelli	Heinzerling	frzrwirekh@yahoo.com	2145056697
25	One of a Kind Hand Crafted Necklace	Online	$150.00	1	$45.00	79	Lillie	Ritter	lritter@primedllc.com	2142808576
26	Disney on Broadway- 2 tickets to Aladdin	Online	$400.00	1	$125.00	155	Stephanie	Tsaloufis	steph.chan1225@yahoo.com	5126957382
27	Painting by My Michelle Noah	Online	$150.00	1	$150.00	20	Timothy	Horan	thoran@mailfence.com	2142136557
28	Art Party for Four	Online	$250.00	1	$50.00	120	Jill	Cima	c36jill@gmail.com	4697747980
29	Original Framed Watercolor by Artist Carolyn Richardson (Aaron Brothers Frame)	Online	$150.00	1	$50.00	170	Katherine	Moorehead	kat.the.human@gmail.com	2146297090
30	Unframed Watercolor by Artist Ted Houston	Online	$100.00	1	$50.00	173	Avery	Baker	averyebaker@gmail.com	2145544070
cc.fees	Credit card fees	ForSale		1	$2.76	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
cc.fees	Credit card fees	ForSale		1	$1.01	151	Tamara	Cleghorn	tamaracleghorn23@gmail.com	2147245077
cc.fees	Credit card fees	ForSale		1	$2.06	143	Steve	Barcus	stevebarcus@hotmail.com	9176566429
cc.fees	Credit card fees	ForSale		1	$1.01	141	Byron	Holder	byronholder13@yahoo.com	2146975034
cc.fees	Credit card fees	ForSale		1	$5.56	20	Timothy	Horan	thoran@mailfence.com	2142136557
cc.fees	Credit card fees	ForSa		1	$3.11	20	Timothy	Horan	thoran@mailfence.com	2142136

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
		le								557
cc.fees	Credit card fees	ForSale		1	$35.32	142	Abel	Casillas	Ajcasillastx@yahoo.com	2145378342
cc.fees	Credit card fees	ForSale		1	$1.71	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
cc.fees	Credit card fees	ForSale		1	$3.81	141	Byron	Holder	byronholder13@yahoo.com	2146975034
cc.fees	Credit card fees	ForSale		1	$1.01	172	Janeva	Longacre	pjlongacre@verizon.net	2142363696
cc.fees	Credit card fees	ForSale		1	$1.18	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
cc.fees	Credit card fees	ForSale		1	$1.36	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
cc.fees	Credit card fees	ForSale		1	$2.06	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
cc.fees	Credit card fees	ForSale		1	$2.06	120	Jill	Cima	c36jill@gmail.com	4697747980
cc.fees	Credit card fees	ForSale		1	$2.94	170	Katherine	Moorehead	kat.the.human@gmail.com	2146297090
cc.fees	Credit card fees	ForSale		1	$3.81	178	Grace	Daniels	grace_daniels@hotmail.com	9726391784
cc.fees	Credit card fees	ForSale		1	$3.81	169	Kita	M. Hobbs	eakita.hobbs@oncor.com	2145385238
cc.fees	Credit card fees	ForSale		1	$2.41	168	Kelli	Heinzerling	frzrwirekh@yahoo.com	2145056697
cc.fees	Credit card fees	ForSale		1	$1.36	168	Kelli	Heinzerling	frzrwirekh@yahoo.com	2145056697
cc.fees	Credit card fees	ForSale		1	$1.01	79	Lillie	Ritter	lritter@primedllc.com	2142808576
cc.fees	Credit card fees	ForSale		1	$192.89	129	Thomas	Braun	tom@tkbraun.com	2145367936
cc.fees	Credit card fees	ForSale		1	$1.36	129	Thomas	Braun	tom@tkbraun.com	2145367936
cc.fees	Credit card fees	ForSale		1	$1.88	79	Lillie	Ritter	lritter@primedllc.com	2142808576
cc.fees	Credit card fees	ForSale		1	$3.81	151	Tamara	Cleghorn	tamaracleghorn23@gmail.com	2147245077
cc.fees	Credit card fees	ForSale		1	$1.01	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
cc.fees	Credit card fees	ForSale		1	$2.94	141	Byron	Holder	byronholder13@yahoo.com	2146975034
cc.fees	Credit card fees	ForSale		1	$1.36	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
cc.fees	Credit card fees	ForSa		1	$5.56	173	Avery	Baker	averyebaker@gmail.com	2145544

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
		le								070
cc.fees	Credit card fees	ForSale		1	$0.66	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
cc.fees	Credit card fees	ForSale		1	$1.01	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
cc.fees	Credit card fees	ForSale		1	$1.18	175	Tracy	Williams	trw1983@gmail.com	7133922360
cc.fees	Credit card fees	ForSale		1	$1.36	141	Byron	Holder	byronholder13@yahoo.com	2146975034
cc.fees	Credit card fees	ForSale		1	$35.32	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
cc.fees	Credit card fees	ForSale		1	$2.06	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
cc.fees	Credit card fees	ForSale		1	$2.06	176	Delynda	Morave	innieouse@gmail.com	2149298135
cc.fees	Credit card fees	ForSale		1	$3.81	3	Bruce	Arfsten	bruce@cometodallas.com	(214) 697-0373
cc.fees	Credit card fees	ForSale		1	$1.36	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
cc.fees	Credit card fees	ForSale		1	$3.81	145	David	Moore	dmoore2265@msn.com	9724843121
cc.fees	Credit card fees	ForSale		1	$1.01	170	Katherine	Moorehead	kat.the.human@gmail.com	2146297090
cc.fees	Credit card fees	ForSale		1	$2.06	145	David	Moore	dmoore2265@msn.com	9724843121
cc.fees	Credit card fees	ForSale		1	$2.06	137	earl	griggs	info@earlgriggs.com	2147070058
cc.fees	Credit card fees	ForSale		1	$3.81	137	earl	griggs	info@earlgriggs.com	2147070058
cc.fees	Credit card fees	ForSale		1	$10.81	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
cc.fees	Credit card fees	ForSale		1	$3.81	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
cc.fees	Credit card fees	ForSale		1	$10.81	177	Carrie	Teller	ccteller@me.com	2142286785
				1	$25.00	158	Nicky	Wiley	nbcrocker@gmail.com	2149304488
				1	$100.00	3	Bruce	Arfsten	bruce@cometodallas.com	(214) 697-0373
				1	$250.00	179	Deb	Sutton	desutton@aol.com	2147691204
				1	$50.00	137	earl	griggs	info@earlgriggs.com	2147070058
				1	$100.00	157	Alisha	Reilly	alishazdrew@hotmail.com	2013362

Item#	Title	Type	Value	Quantity	Amount	Bidder#	Firstname	Lastname	Email	Phone
										834
				1	$50.00	151	Tamara	Cleghorn	tamaracleghorn23@gmail.com	2147245077
				1	$100.00	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
				1	$100.00	169	Kita	M. Hobbs	eakita.hobbs@oncor.com	2145385238
				1	$10.00	156	Veneta	Lusk	veneta.lusk@yahoo.com	9193600969
				1	$25.00	170	Katherine	Moorehead	kat.the.human@gmail.com	2146297090
				1	$100.00	178	Grace	Daniels	grace_daniels@hotmail.com	9726391784
				1	$500.00	20	Timothy	Horan	thoran@mailfence.com	2142136557
				1	$25.00	154	Laura	Lites	lauralites@gmail.com	9513478773
				1	$25.00	175	Tracy	Williams	trw1983@gmail.com	7133922360
				1	$100.00	145	David	Moore	dmoore2265@msn.com	9724843121
				1	$50.00	176	Delynda	Morave	innieouse@gmail.com	2149298135
				1	$10.00	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
				1	$10.00	137	earl	griggs	info@earlgriggs.com	2147070058
				1	$50.00	147	Seth	Thornberry	s.thornberry@gmail.com	9728367865
				1	$100.00	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000
				1	$300.00	71	Denise	Quintanilla	dquintanilla2002@yahoo.com	9726589000

Total: $15,635 D E F

*Doesn't include covered CC Fees

STATE OF TEXAS §
§ **AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2022 by and between the Town of Addison, Texas (the "City") and WaterTower Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2022, through the 30th day of September, 2023, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this

Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) One co-production with Stage West in Fort Worth (WTT production is the first, Stage West follows);

(b) Main Stage Season of 4 shows (12 in person performances each, 48 total);

(c) 2 workshops of new musicals and plays with public final performance (2 in person performances);

(d) Multiple Educational Programs at no cost to students including continued development of a magnate music theatre program at Rowlett High School and Saturday morning classes for children with disabilities; and

(e) Summer Internship- paid producing internships & technical internships for 18-22 year olds (Summer 2023).

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2023
April 30, 2023
July 30, 2023
October 30, 2023

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Hundred Twenty-Six Thousand Five Hundred Eighty-Nine and No/100 Dollars ($226,589.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2023. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2023. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The City agrees to make an in-kind donation to the Organization in an amount not to exceed Forty-Eight Thousand Four Hundred Eleven and No/100 Dollars ($48,411.00). Sixteen Thousand Four Hundred and No/100 Dollars ($16,400.00) of which shall be designated for Office Rent and

Thirty-Two Thousand Eleven and No/100 Dollars ($32,011.00) of which shall be designated for Production Rent.

Notwithstanding anything provided in this Section and in accord with the description of "Matching Funds" and the process for distribution of Matching Funds, attached hereto as **Exhibit "A"** and incorporated herein by reference, the parties agree that the Organization is eligible for an additional **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional Program funding from sources outside of the City in the amount of **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** within the Term of this Agreement ("Matching Funds").

The Funding (including all Matching Funds) shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY

ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for

additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

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

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Shane Peterman
WaterTower Theatre
15650 Addison Road
Addison, Texas 75001

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

By: _____
Hamid Khaleghipour
Interim City Manager

Date: 10/25/22

WATERTOWER THEATRE

By: _____
Mr. Shane Peterman
Producing Artistic Director

Date: 9.29.22

Resolution R22-069

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE
INCORPORATED FROM HOTEL/MOTEL
TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WaterTower Theatre ("WTT"), the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars ($150,000). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. **Beginning January 1, 2023, WTT may make application on or before the 15th day of each month for distribution of Matching Funds and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application. Disbursements are made in a minimum of $5,000 increments.**

For the purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) the qualifying season ticket funds, which shall be determined by multiplying (a) the number of 2022-2023 WTT season tickets sold by WTT between January 1, 2022 and November 15, 2022, times (b) the average cost of a single season subscription[1], times (c) 25%. (e.g., total # of tickets x average cost x .25 = qualifying season ticket funds).

[1] The average costs will include all regular season tickets ($149) together with all early-purchased season tickets ($129) sold during the applicable period.

FY 2022-2023
Non-Profit Organization Grant Funding

HOTEL FUND (110-617-56040)

Vendor #	Non-Profit Organization	Approved FY22-23	Payments	Date Issued	Payments	Date Issued	*Signed Agreement*
7	WaterTower Theatre	$ 226,589.00	$ 226,589.00	*11/3/2022*			
7	*WaterTower Theatre (matching funds)*	150,000.00	83,549.30	*1/25/2023*	46,582.58	*5/8/2023*	
7	*WaterTower Theatre (matching funds)*		19,868.12				

NONPROFIT MATCHING FUNDS APPLICATION

Name of organization: WaterTower Theatre Fiscal Year: 2022-23

Executive Director Name: Shane Peterman Today's Date: 1/18/23

Maximum matching funds granted this fiscal year: **$** 150,000.00 *(Town to enter)*

Matching funds received to-date: $ 0.00 *(Town to enter)*

Matching funds requested: $ 83,549.30

- Please **include attachments listing fundraising amounts received.** This can include detailed spreadsheets, calculations, forms, financial reports, etc. The Town requires sufficient support showing proof of funds raised in accordance with the organization's and Town of Addison contract.

I certify that the above information is correct and true to the best of my knowledge.

Brian Gonzales - Director of Audience and Benefactor Development 1/18/23

Name and Title (please print) Date

Signature

Send completed applications to:

Town of Addison
Finance Department
Attn: Ismael Villalta
5350 Belt Line Road
Dallas, TX 75254

For questions, please contact:

Ismael Villalta
Senior Accountant
ivillalta@addisontx.gov
(972) 450-7071

WaterTower Theatre

TOWN OF ADDISON MATCHING REQUEST DONATIONS JUNE 2023

Subscriber Donations:	$ 715.00 **A**
Grants:	$76,582.58 **B**
Sustain The Mission:	$ 1,083.00 **C**
The Goin' Hollywood Music Fund	$10,000.00 **D**
Total:	$88,380.58
Minus April Town of Addison Matching	-$46,582.58
Donations/Grants Total	$41,798.58
Request of Remaining Matching Funds:	$19,868.12

15650 Addison Road - Addison, TX 75001 - www.watertowertheatre.org
Administration 972.450.6230 - Facsimile 972.450.6244 - Box Office 972.450.6232

Donations Report

Includes transactions from 5/1/2023 to 5/31/2023

Report generated on 6/9/2023 3:46 PM

Fund Breakdown

Fund	Total	
2022-2023 Subscriber Donation	$715.00	A
Grants	$76,582.58	B
Sustain the Mission	$1,083.00	C
The Goin' Hollywood Music Fund	$10,000.00	D
Grand Total	**$88,380.58**	

Campaign Breakdown

Campaign	Total
(No Campaign)	$88,380.58
Grand Total	**$88,380.58**

Donor Breakdown by Fund

Reports powered by SPEKTRIX

2022-2023 Subscriber Donation

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
5/1/2023	Carolann Molina	I-CM22-2FSS	$17.00	Carolann Molina	-	-	23-ER-16CJ
5/19/2023	Gregory Stiebling	I-GS22-2FW2	$75.00	MR Gregory Stiebling	-	-	23-FJ-16DM
5/24/2023	Carl Bonds	I-CB22-287X	$40.00	Carl Bonds	-	-	23-FO-16EK
5/24/2023	Pamela R Hill	I-PH22-23P7	$50.00	Dr. Pamela R Hill	-	-	23-FO-16EW
5/24/2023	Dolores McGovern	I-DM22-234L	$20.00	Dolores McGovern	-	-	23-FO-16EI
5/24/2023	Kim Messerschmitt	I-KM22-23DW	$50.00	Kim Messerschmitt	-	-	23-FO-16EJ
5/24/2023	Bob and Lucy Mora	I-BM22-26V4	$50.00	Bob and Lucy Mora	-	-	23-FO-16EV
5/24/2023	Diane Ratner	I-XG22-X2LX	$50.00	Diane Ratner	-	-	23-FO-16EF
5/24/2023	Merle Rubin	I-MR22-2867	$15.00	Merle Rubin	-	-	23-FO-16ER
5/24/2023	Mary Woods	I-MW22-2FY9	$21.00	Mary Woods	-	-	23-FO-16EL
5/30/2023	Judy Averbeck	I-JB22-2C5S	$50.00	MS Judy Averbeck	-	-	23-FU-16FC
5/30/2023	Ruth Ducotey	I-RD22-239W	$20.00	Ruth Ducotey	-	-	23-FU-16FL
5/30/2023	Annette & Eve Gersh	I-AG22-2G3B	$25.00	Annette & Eve Gersh	-	-	23-FU-16FF
5/30/2023	Judy Heath	I-JH22-24Z9	$20.00	Judy Heath	-	-	23-FU-16FN
5/30/2023	Judith Lawhorn	I-JL22-2GT6	$100.00	MS Judith Lawhorn	-	-	23-FU-16F9
5/30/2023	M. Mukhtarian	I-KY23-5TZ3	$50.00	M. Mukhtarian	-	-	23-FU-16FB
5/30/2023	Suzann & John Oliver	I-SO22-22K6	$12.00	Suzann & John Oliver	-	-	23-FU-16F8
5/30/2023	Verna Roberts	I-VR22-26XN	$20.00	Verna Roberts	-	-	23-FU-16FM
5/30/2023	Betty Roth	I-HQ23-GDKD	$5.00	Betty Roth	-	-	23-FU-16FG
5/31/2023	Traudi Bandura	I-TB22-22JD	$25.00	Traudi Bandura	-	-	23-FV-16FZ
		Total	**$715.00**				

Reports powered by SPEKTRIX

Grants

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
5/17/2023	- Town of Addison	I-5J23-9N46	$46,582.58	Town of Addison	-	-	23-FH-16D6
5/30/2023	Vicki Reiss on behalf of Shubert Foundation	I-VR22-N4VW	$30,000.00	Shubert Foundation	-	-	23-FU-16F5
		Total	**$76,582.58**				

Sustain the Mission

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
5/2/2023	Thomas and Margo Levine	I-TL22-2CWX	$100.00	Thomas and Margo Levine	-	-	23-ES-16CL
5/5/2023	Madhu Kapoor	I-MK22-2GGD	$113.00	Madhu Kapoor	-	-	23-EV-16CN
5/12/2023	Barbara Buehler	I-BB22-27ZQ	$200.00	Barbara Buehler	-	-	23-FC-16CY
5/18/2023	Robert and Diane Kowynia	I-RK22-28VT	$40.00	Robert and Diane Kowynia	-	-	23-FI-16DD
5/18/2023	Solina Marquis	I-MK22-2CDP	$12.00	MS Solina Marquis	-	-	23-FI-16DE
5/18/2023	Kelly Morin	I-KM22-22PZ	$10.00	Kelly Morin	-	-	23-FI-16DC
5/19/2023	Doug & Rose Bily	I-DB22-2FJL	$25.00	Doug & Rose Bily	-	-	23-FJ-16DG
5/23/2023	Linda Grigsby	I-LG22-243L	$100.00	Ms Linda Grigsby	-	-	23-FN-16E6
5/23/2023	Adele Ichilian	I-AI22-25J2	$25.00	Adele Ichilian	-	-	23-FN-16E2
5/23/2023	Liane Lebednik	I-LL22-29B3	$25.00	Liane Lebednik	-	-	23-FN-16E5
5/23/2023	Patricia Owens	I-PH22-27GG	$100.00	Patricia Owens	-	-	23-FN-16E7
5/23/2023	Cynthia Tucker	I-CT22-28S4	$100.00	MS Cynthia Tucker	-	-	23-FN-16E9
5/23/2023	Paul & Marsha Walden	I-PW22-289P	$100.00	Paul & Marsha Walden	-	-	23-FN-16EA
5/26/2023	Larry George	I-LG22-287N	$50.00	Larry George	-	-	23-FQ-16EZ
5/26/2023	Kathy Lee	I-KL22-22X5	$63.00	Kathy Lee	-	-	23-FQ-16F1
5/26/2023	Paula Rosselet	I-PR22-2758	$20.00	Paula Rosselet	-	-	23-FQ-16F2
		Total	**$1,083.00**				

The Goin' Hollywood Music Fund

Date	Donor Name	Donor ID	Amount	Recognition Name	Tribute Type	Tribute Name	Order ID
5/1/2023	Jocelyn Weston	I-3R23-94VS	$5,000.00	Jocelyn Weston	-	-	23-ER-16CI
5/8/2023	Flora Major on behalf of Flora Major Fund	I-5K23-GBFB	$5,000.00	Flora Major Fund	-	-	23-EY-16CP
		Total	**$10,000.00**				

Reports powered by SPEKTRIX

STATE OF TEXAS §
§ **AGREEMENT FOR GRANT FUNDING**
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2022 by and between the Town of Addison, Texas (the "City") and WaterTower Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2022, through the 30th day of September, 2023, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this

Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) One co-production with Stage West in Fort Worth (WTT production is the first, Stage West follows);

(b) Main Stage Season of 4 shows (12 in person performances each, 48 total);

(c) 2 workshops of new musicals and plays with public final performance (2 in person performances);

(d) Multiple Educational Programs at no cost to students including continued development of a magnate music theatre program at Rowlett High School and Saturday morning classes for children with disabilities; and

(e) Summer Internship- paid producing internships & technical internships for 18-22 year olds (Summer 2023).

The Organization shall submit detailed quarterly program results to the City listing the expenditures made by the Organization with the Funding received pursuant to this Agreement by the following dates:

January 30, 2023
April 30, 2023
July 30, 2023
October 30, 2023

III. FUNDING

The City shall pay to the Organization the sum of no more than Two Hundred Twenty-Six Thousand Five Hundred Eighty-Nine and No/100 Dollars ($226,589.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2023. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2023. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The City agrees to make an in-kind donation to the Organization in an amount not to exceed Forty-Eight Thousand Four Hundred Eleven and No/100 Dollars ($48,411.00). Sixteen Thousand Four Hundred and No/100 Dollars ($16,400.00) of which shall be designated for Office Rent and

Thirty-Two Thousand Eleven and No/100 Dollars ($32,011.00) of which shall be designated for Production Rent.

Notwithstanding anything provided in this Section and in accord with the description of "Matching Funds" and the process for distribution of Matching Funds, attached hereto as **Exhibit "A"** and incorporated herein by reference, the parties agree that the Organization is eligible for an additional **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** at the sole discretion and determination of the City if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional Program funding from sources outside of the City in the amount of **One Hundred Fifty Thousand and No/100 Dollars ($150,000.00)** within the Term of this Agreement ("Matching Funds").

The Funding (including all Matching Funds) shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(A) THE ORGANIZATION AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM THE PERFORMANCE OF THE PROGRAM PERFORMED AND TO BE PERFORMED HEREUNDER BY THE ORGANIZATION OR BY ITS OFFICIALS, OFFICERS, EMPLOYEES, OWNERS, MEMBERS, AGENTS, SERVANTS, INVITEES, GUESTS, VOLUNTEERS, CONTRACTORS, SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

(B) INDEMNITY OWED BY THE ORGANIZATION. THE ORGANIZATION COVENANTS AND AGREES TO FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS, INDIVIDUALLY OR COLLECTIVELY, IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES (THE TOWN OF ADDISON, TEXAS AND THE ELECTED AND APPOINTED OFFICIALS, THE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND VOLUNTEERS OF THE TOWN OF ADDISON, TEXAS EACH BEING AN "ADDISON PERSON" AND COLLECTIVELY THE "ADDISON PERSONS"), FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, HARM, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, JUDGMENTS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS, OF ANY KIND AND NATURE WHATSOEVER MADE UPON OR INCURRED BY ANY

ADDISON PERSON, WHETHER DIRECTLY OR INDIRECTLY, (THE "CLAIMS"), THAT ARISE OUT OF, RESULT FROM, OR RELATE TO: (1) THE PROGRAM AS DESCRIBED IN SECTION II OF THIS AGREEMENT; (2) REPRESENTATIONS OR WARRANTIES BY THE ORGANIZATION UNDER THIS AGREEMENT; AND/OR (3) ANY OTHER ACT OR OMISSION UNDER OR IN PERFORMANCE OF THIS AGREEMENT BY THE ORGANIZATION, OR ANY OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, CUSTOMER, OR CONCESSIONAIRE OF OR FOR THE ORGANIZATION, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE ORGANIZATION IS LEGALLY RESPONSIBLE, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, CUSTOMERS, AND CONCESSIONAIRES. SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST ANY ADDISON PERSON OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE ADDISON PERSONS SHALL HAVE THE RIGHT, AT THE ADDISON PERSONS' OPTION AND AT OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE ORGANIZATION OF ANY OF ITS OBLIGATIONS HEREUNDER.

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for

additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding. The City's approval of the Organization's annual budget creates a fiduciary duty in the Organization with respect to the Funding provided under this Agreement.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in the application packet. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

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

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Shane Peterman
WaterTower Theatre
15650 Addison Road
Addison, Texas 75001

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

By: _____
Hamid Khaleghipour
Interim City Manager

Date: 10/25/22

WATERTOWER THEATRE

By: _____
Mr. Shane Peterman
Producing Artistic Director

Date: 9.29.22

Resolution R22-069

EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS
FOR DISTRIBUTION OF MATCHING FUNDS
FOR WATERTOWER THEATRE
INCORPORATED FROM HOTEL/MOTEL
TAX FUNDS

For each One Dollar of Theatre Funds (as defined herein) actually received by WaterTower Theatre ("WTT"), the City shall pay to WTT an equal amount ("Matching Funds") up to but not exceeding One Hundred Fifty Thousand and No/100 Dollars ($150,000). In order to receive Matching Funds, WTT shall provide to the City such proof of its receipt of Theatre Funds as the City shall reasonably require. **Beginning January 1, 2023, WTT may make application on or before the 15th day of each month for distribution of Matching Funds and the City shall pay such matching funds provided the City has received adequate proof, in the City's sole opinion, of the actual receipt of Theatre Funds by WTT as set forth in each application. Disbursements are made in a minimum of $5,000 increments.**

For the purposes of this Agreement, the term "Theatre Funds" shall mean and include: (i) cash funds actually received by WTT during the term hereof from any gifts, grants, donations, or other cash contributions from any person or business entity (whether for-profit or non-profit), and (ii) the qualifying season ticket funds, which shall be determined by multiplying (a) the number of 2022-2023 WTT season tickets sold by WTT between January 1, 2022 and November 15, 2022, times (b) the average cost of a single season subscription[1], times (c) 25%. (e.g., total # of tickets x average cost x .25 = qualifying season ticket funds).

[1] The average costs will include all regular season tickets ($149) together with all early-purchased season tickets ($129) sold during the applicable period.

City Council (FY24) **5. a.**

Meeting Date: 11/14/2023

Department: City Manager

AGENDA CAPTION:

551.071(1)(A) Consultation with Attorney to seek advice on pending or contemplated litigation

- White Rock Chapel

BACKGROUND:

Town staff and the City Attorney will discuss this matter with the Council.

RECOMMENDATION:

Information only. No action requested.

City Council (FY24) **7. a.**

Meeting Date: 11/14/2023

Department: Parks & Recreation
Pillars: Excellence in Asset Management
Optimize the Addison Brand
Milestones: Continue to enhance and promote Addison's Identity
Promote and protect the Addison Way

AGENDA CAPTION:

Present and discuss maintenance of residential masonry perimeter screening walls.

BACKGROUND:

This presentation is a follow-up to presentations made by staff to Council in 2022 and most recently on August 22, 2023, regarding the maintenance of masonry perimeter screening walls in residential areas. The previous presentations were made in response to several neighborhood groups requesting the Town maintain their perimeter screening walls. Some of the groups indicated that the Town's leadership had previously made a verbal commitment to maintain the walls. As a result, the Town hired a consultant to look into ownership and maintenance responsibilities of masonry perimeter screening walls for the neighborhoods in Addison. The consultant reported their findings at the August 22, 2023 Council meeting. The report identified that the proper easements / agreements were not in place to assign wall maintenance obligations to the Town for the majority of the neighborhoods in Addison. Staff proposed establishing a grant that would allow the Town to participate in the costs of wall maintenance without dedicating a considerable amount of time and expense to acquiring easements for wall maintenance.

During the August 22, 2023 presentation, Council directed staff to conduct research and present information to Council regarding grant programs that other cities offer to help cover maintenance of masonry perimeter screening walls in their communities and to provide the framework for a proposed grant program that could be facilitated in Addison. The purpose of this presentation is to share with Council information related to a grant program. To help facilitate the conversation, staff will also give an overview of the previous presentation and provide some additional information related to the consultant's report that was presented at the last meeting.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Screening Walls

Maintenance of Masonry Screening Walls

Addison City Council 11-14-2023

Background

This discussion is a follow up to presentations staff made to Council in September 2022 and August 2023 regarding who is responsible for the maintenance of Masonry Single-Family Residential Perimeter Screening Walls.
The purpose of this presentation is to provide:

Topic 1. Background information related to the origin of the topic and information included in the previous Council Presentations.

Topic 2. Findings from additional research conducted since the August 2023 presentation.

Topic 3. Information related to grant programs other communities are using to address neighborhood wall maintenance.

Topic 4. Context for Council Policy discussion regarding a potential grant program, for Addison neighborhoods, in which funds can be allocated to masonry screening wall repair.

Topic 1

Background information regarding origin of the discussion.

- Representatives from several single-family residential neighborhoods made requests for the Town to maintain the masonry perimeter screening walls associated with their neighborhood.

- Representatives of the neighborhoods indicated previous town leadership committed to the maintenance of the screening walls.

- Previous Town leadership confirmed the verbal commitment was made to maintain residential masonry screening walls.

- Staff reviewed all neighborhood plat information and determined, in most instances, a documented instruments (Easements, Agreements etc.) that gave the town the authority to access private property could not be found.

- Staff also identified challenges interpreting maintenance responsibility since many of the neighborhood plats do not identify the location of the perimeter screening walls and / or was missing descriptions that defined the maintenance obligation of the wall easements.

Topic 1 Cont'd.

Background Information Related to Previous Council Presentations

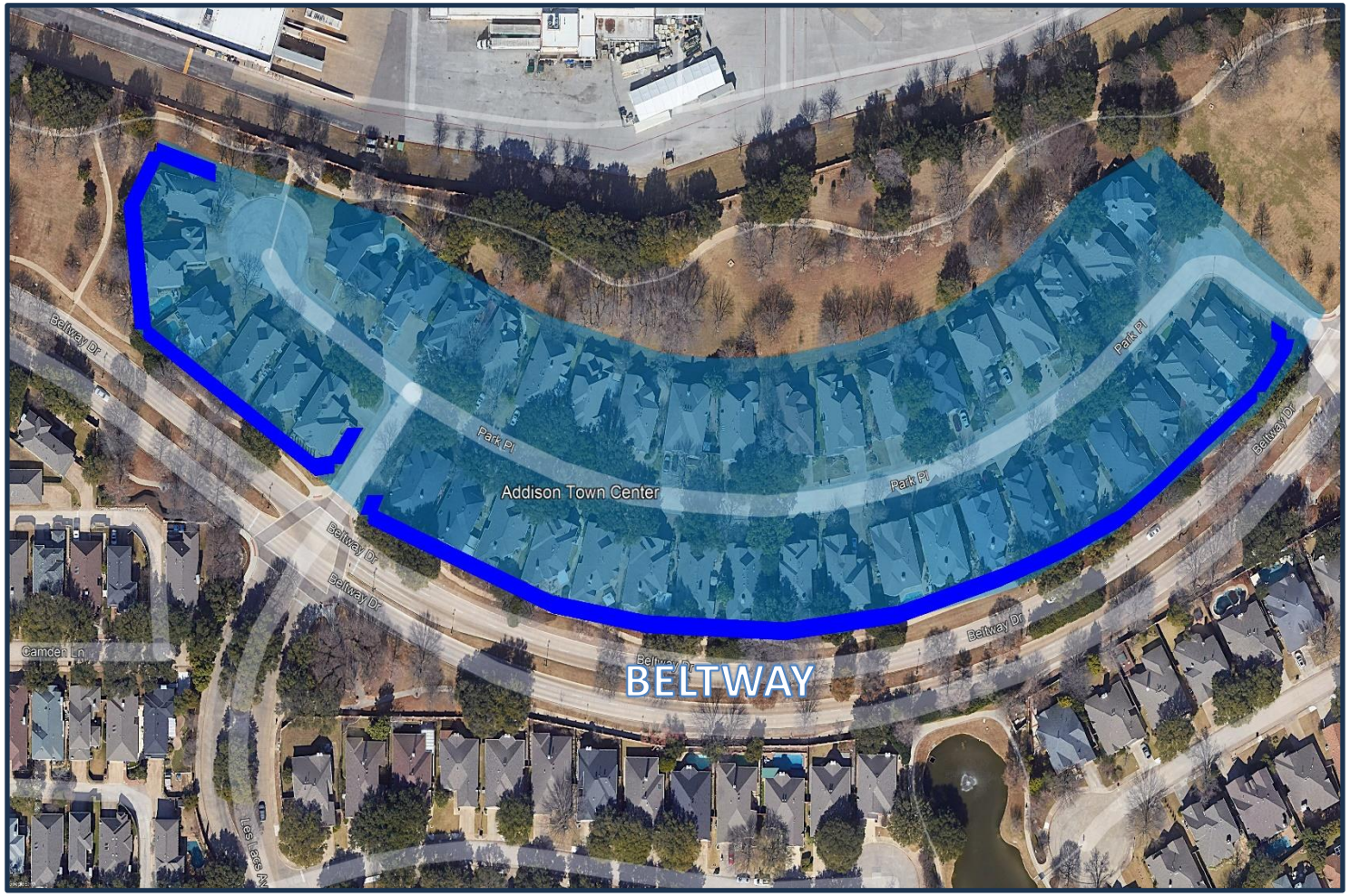
- Council directed staff should facilitate a study researching information regarding current documented ownership / maintenance responsibilities for residential masonry perimeter screening walls in Addison.
- As a result, staff approved an agreement with CobbFendley, a professional engineering firm, to conduct the study.
- CobbFendley representatives presented their findings to Council.

Topic 1 Cont'd.

Overview of the Information presented by Cobb Fendley

Location	Development	Subdivision HOA	Wall Easement Exists	Historical Town Maintenance	Linear Foot Wall	Professional Opinion Current Maintenance Responsibility with				
						HOA	Town	Individual Lot Owners	Commercial Property	Not the Town
North	Addison Place	X			1,650	X				
East	Oaks North Addition	X			2,600					X
	Stanford Court Villas	X			650	X				
	Celestial Place Addition		X	X	900			X		
	Town Hall Center				450				X	
South	Towne Lake	X			1,250	X				
	Addison Town Center		X	X	1,700		X			
	Chatham Court		X	X	1,750			X		
	Grand Addison II	X	X	X	1,050	X				
	Grand Addison III	X	X	X	900	X				
	Les Lacs Garden Homes		X*	X	4,000			X		
	Town Homes of Addison	X	X*		1,000	X				
	Waterford Park I		X*	X	2,350		X	X		
	Waterford Park II		X*	X	2,700		X	X		
	Westfield Court		X		600			X		
	Les Lacs I			X	550			X		
	La Mirada	X		X	150	X				
	Midway Meadows	X		X	350			X		
	Waterview Estates			X	350			X		
Totals				16,750	**24,950**	6,650	4,120	11,130	450	2,600
% Total LF		34%		67%		27%	17%	44%	2%	10%

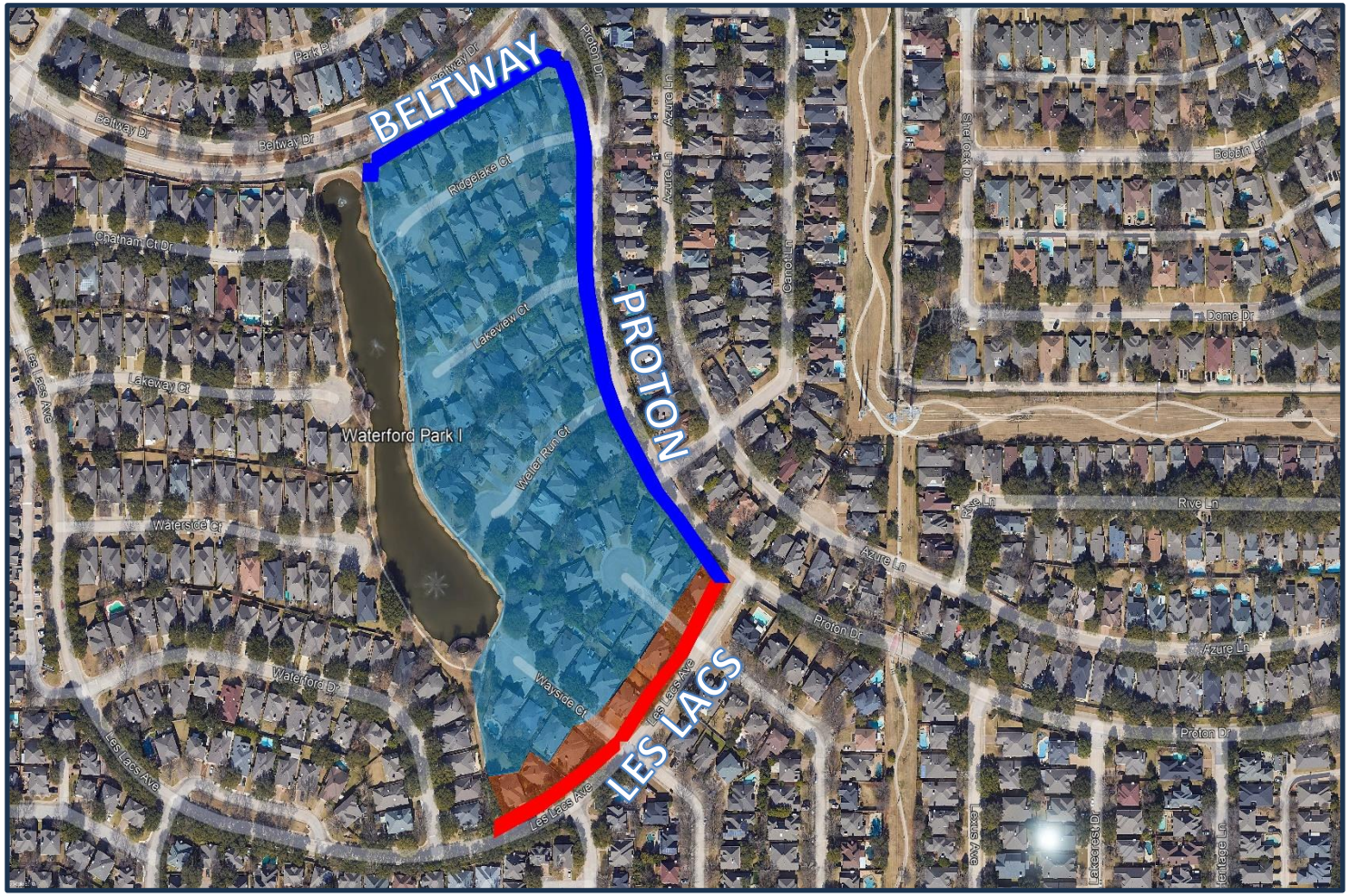
Addison Town Center



Professional Opinion: Current Maintenance Obligation with the Town

- Wall located within dedicated area and wall easements.
- Wall Realignment License (2014) states that wall easements are used as a public easement to maintain wall.
- Historically maintained by Addison.

Waterford Park I



Professional Opinion:
Current Maintenance Obligation

1. **Wall along Proton Dr and Beltway Dr with the Town.**
2. **Wall along Les Lacs Ave with the individual lot owners.**

- Easement provided for wall along Proton Dr and Beltway Dr, but not for Les Lacs Ave.
- Wall easement is located within the private lots.
- Historically maintained by Addison.

Waterford Park II

Professional Opinion:
Current Maintenance Obligation

1. **Wall along Beltway Dr with the Town.**
2. **Wall along Les Lacs Ave with the individual lot owners.**

- Easement provided for wall along Beltway Dr, not for Les Lacs Ave.
- Wall easement is located within the private lots.
- Historically maintained by Addison.

Topic 1 Cont'd.

Background Information Related to Previous Council Presentations

- Staff gave an overview of the importance of masonry screening walls.
  - Continuity of an area
  - Aesthetic buffer
  - Screen differing uses and creates privacy

- Staff provided information for Council to have a policy discussion related to establishment of a grant program for the maintenance of masonry screening walls. Council directed staff to provide additional information related to this program. This information will be presented with Topic 4.

Topic 2

Findings from additional research conducted since the August 2023 presentation.

After the August 2023 presentation questions regarding the consultant's findings in three areas were brought forward. Staff elected to conduct further research.
Those locations are:

- Oaks North
- Chatham Court (Wall along Marsh Lane)
- Townhomes of Addison (Wall adjacent to commercial Development)

Oaks North

Topic 2. Findings from additional research conducted since the August 2023.

*Note this slide has been updated

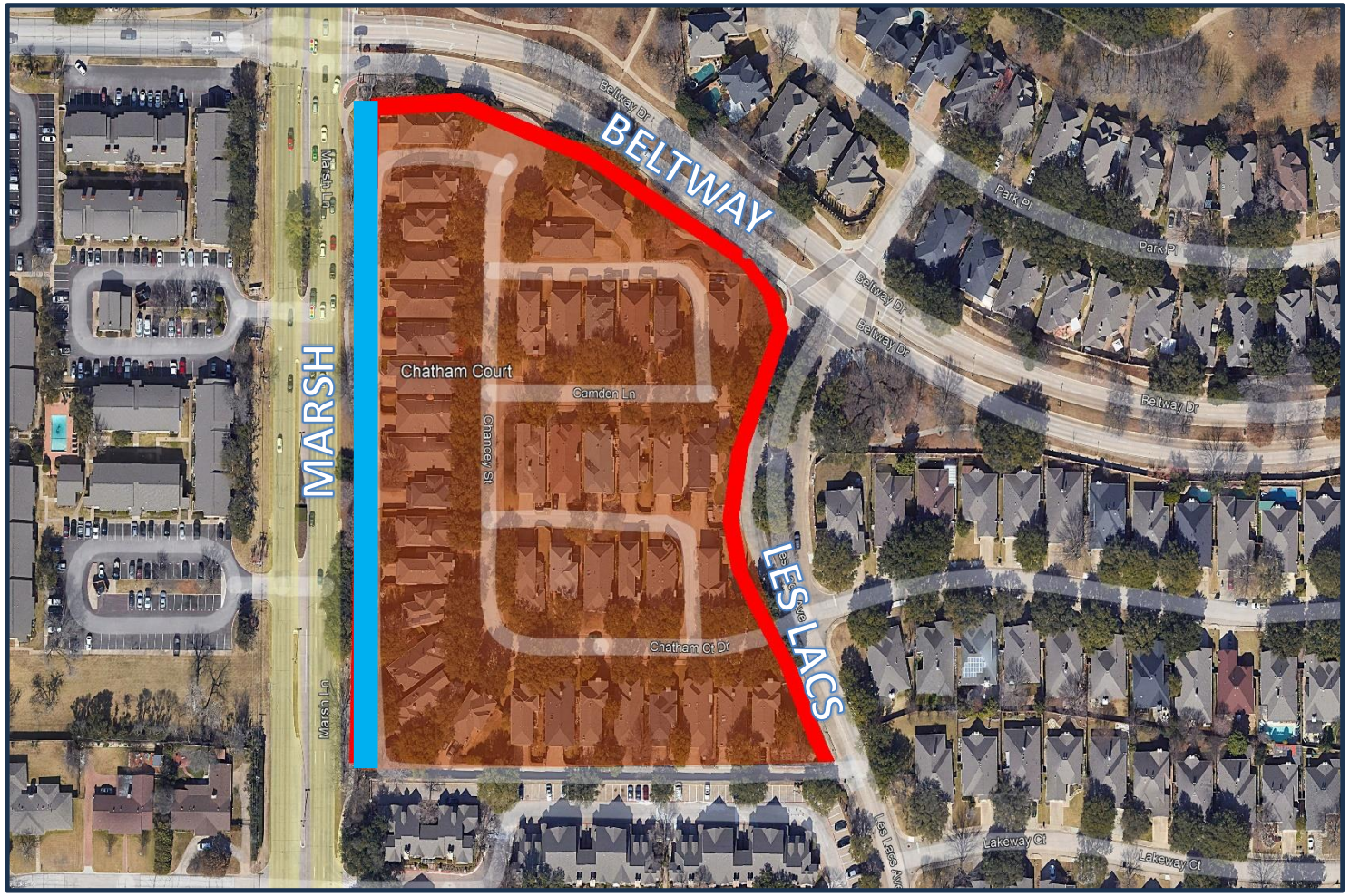
Professional Opinion: Current Maintenance Obligation not with the Town.

- HOA's original CCR explicitly states the Association shall pay for the maintenance of the brick wall on their property. [Article VI, Section 1.c].
  - Amendments remove and replace with language granting Addison the right to maintain/levy assessments if HOA is dissolved (1989) & then delete the updated language (2007).
  - HOA provided memo's to Addison Staff discussing deeding the walls to the Town. Addison is continuing to research but has found no record of any legal agreement accepting Town maintenance.
  - Property surveys show the wall on the individual lots.
- Historically maintained/claimed by the HOA [based on building permits as recent as 2016]
- The landscape area between Montfort and the wall is located within Dallas.

Determination of wall maintenance obligation requires further analysis by the HOA.

Chatham Court

Topic 2. Findings from additional research conducted since the August 2023.



Professional Opinion: Current Maintenance Obligation with the individual lot owner

- CCR states that the responsibility and maintenance of the wall is to the Declarant and its successors. (Article IV, Section 4.01).
- The conveyance of the lot to the individual lot owner would make the owner the successor to the Declarant.
- Wall easement on Beltway and Les Lacs is located within the individual lots.
- Wall easement along Marsh assigns maintenance obligation to the Town.
- Historically maintained by Addison.

Town Homes of Addison

Topic 2. Findings from additional research conducted since the August 2023.

Professional Opinion: Current Maintenance Obligation by the HOA

- HOA's CCR states that the HOA is responsible for maintaining Common Properties, but if they do not maintain these areas or refuse to, then the Town will take responsibility of these areas.
- Perimeter wall is explicitly stated to be included as part of Common Properties.
- Developer of La Mirada granted a wall easement to Town Homes of Addison. The length in the easement matches the length of the all along the commercial property.

Topic 1 Cont'd.

Topic 2. Findings from additional research conducted since the August 2023.

Location	Development	Subdivision HOA	Wall Easement Exists	Historical Town Maintenance	Linear Foot Wall	Professional Opinion Current Maintenance Responsibility with				
						HOA	Town	Individual Lot Owners	Commercial Property	Not the Town
North	Addison Place	X			1,650	X				
East	Oaks North Addition	X			2,600					X
	Stanford Court Villas	X			650	X				
	Celestial Place Addition		X	X	900			X		
	Town Hall Center				450				X	
South	Towne Lake	X			1,250	X				
	Addison Town Center		X	X	1,700		X			
	Chatham Court		X	X	1,750		X	X		
	Grand Addison II	X	X	X	1,050	X				
	Grand Addison III	X	X	X	900	X				
	Les Lacs Garden Homes		X*	X	4,000			X		
	Town Homes of Addison	X	X*		1,000	X				
	Waterford Park I		X*	X	2,350		X	X		
	Waterford Park II		X*	X	2,700		X	X		
	Westfield Court		X		600			X		
	Les Lacs I			X	550			X		
	La Mirada	X		X	150	X				
	Midway Meadows	X		X	350			X		
	Waterview Estates			X	350			X		
Totals				16,750	**24,950**	6,650	4,803	10,447	450	2,600
% Total LF		34%		67%		27%	19%	42%	2%	10%

Topic 3

Information related to grant programs other communities are using to address neighborhood wall maintenance.

Comparator Cities Grant Programs

City	Grant Name	Administered by	Match Required	Max. Request	Applied To
Allen	Neighborhood Stabilization Program (pilot project)	Neighborhood Enhancement	Not Specified but identified volunteer labor and planning a block party.	Not Specified	Entryway features
Carrollton	Neighborhood Enhancement Matching Grant Program	Community Development	2:1 Match can include cash, donations and sweat equity.	$25,000	Landscape, wall, entry way and site amenity enhancements.
Farmer's Branch	Neighborhood Partnership Program	Economic Development	Match Required but amount not specified	Not Specified	Street sign toppers, entry features, walls, art, neighborhood park improvements, forming a neighborhood group, safety or LED lighting and professional project support.
Grapevine	Grapevine Township Revitalization Project, Inc.	Convention and Visitors Bureau	• 2:1 Grant for owner occupied • 1:1 Grant for residential rental homes	• $10,000 • $5,000	Exterior revitalization of historic homes.

Topic 3

Information related to grant programs other communities are using to address neighborhood wall maintenance.

Comparator Cities Grant Programs

City	Grant Name	Administered by	Match Required	Max. Request	City
Irving	Neighborhood Grant Program			$1,750	Neighborhood communications, neighborhood identity, physical improvement and special vent
Lewisville	Neighborhood Enhancement Program	Neighborhood Services	1:1 Match can include donation and sweat equity.	$12,500	Improve neighborhood public spaces, beautify and benefit the community, provide positive long-term impact in the community, nurture a shared sense of neighborhood identity and community pride.
Plano	Neighborhood Vitality & Beautification Grant	Neighborhood Services	• 30% of Pre-Tax Costs for Voluntary Neighborhood Group • 50% of Pre-Tax Costs Mandatory Neighborhood Groups	$10,000	Entryway landscaping, decorative lighting, sign toppers, screening wall repairs, monument signage, benches, etc.
Richardson	Neighborhood Vitality Program	Community Services (Bond Funds)	Not Specified	Not Specified	Used for entry features, screening walls, landscaping and bridges.

Topic 3

Information related to grant programs other communities are using to address neighborhood wall maintenance.

Other Cities Grant Programs

City	Grant Name	Administered by	Match Required	Max. Request	City
Colleyville	Neighborhood Entrance Beautification Grant	Economic Development	50% Match	$25,000	Landscaping to include perennials, shrubs, trees, masonry walls, water features, lighting, monument signs, rock outcroppings, pavers and art.
Austin	Neighborhood Partnering Program	Transportation and Public Works	Unspecified Match	Less than $500,000	Trails, park improvements, pocket parks, community gardens, bike lanes, sidewalks, beautification, landscaping, rain gardens, street furniture, art and adopting a median / ROW.

Topic 4

Context for Council Policy discussion regarding a potential grant program.

Recommended framework of the **Addison Neighborhood Vitality Program**

Purpose:	Provide grant funds to help ensure the vitality of Addison's residential neighborhoods.
Eligibility:	Individual Homeowners and Homeowner Associations located within the City limits of Addison. Preference given for individual homeowners submitting a group application vs. individual applications.
Applied to:	Predominate emphasis will be for the repair of masonry screening walls. Could consider other neighborhood enhancements such as public facing enhancements like landscaping.
Match Required:	80 / 20 for the repair of masonry screening walls, limited to typical maintenance repairs. Time applying for the grant, gathering quotes and managing implementation can be counted towards the 20% match. 50 / 50 for other neighborhood enhancements. Match could include donated services, sweat equity etc.
Maintenance:	Grant recipient is responsible for maintenance of the project in perpetuity.

Topic 4

Context for Council Policy discussion regarding a potential grant program.

Recommended Implementation of the **Addison Neighborhood Vitality Program**

Process:	Applications for the grant will be made by the individual homeowner or a neighborhood association. Where there is a neighborhood association in place the grant application must be made by the neighborhood association.
Administered by:	Neighborhood Services through the Development Review Process (DRC) which will include support from other Town Departments.
Budget:	Initial operation budget of $100,000. If potential awarded grant applications exceed this amount town staff can elect to include a decision package for additional funds as part of the budget process or could approve the funds to be awarded in the next budget year.
Timeline:	Grant applications due late February of each year. Town staff will review the applications and make recommendations for award. Timelines for completion of work will be established with the grant award and funds will not be distributed until the work is complete.

Questions

City Council (FY24) **7. b.**

Meeting Date: 11/14/2023

Department: Airport
Pillars: Excellence in Transportation Systems
Milestones: Leverage Airport assets to maximize business growth and expansion

AGENDA CAPTION:

Present and discuss the Airport Quarterly Report for the Fiscal Year 2023 (FY23) fourth quarter which ended September 30, 2023.

BACKGROUND:

The purpose of this item is to provide an overview of key Airport performance measures for the fourth quarter of FY23, which ended on September 30, 2023. The report presents data on revenue, fuel flowage, and aircraft operations (take-offs and landings), including international operations. Results for the full FY23 are also presented.

Highlights from the fourth quarter include:

- Receipt of bids and contract award for the Taxiway Bravo extension, phase 1 construction project;
- Commencement of construction on the Sky Squared hangar project;
- Commencement of demolition and site preparation work on the Sky Harbour Phase 1 hangar construction project; and
- Coordinating utility relocations for Jimmy Doolittle Drive reconstruction project.

Highlights from the full-year FY23 results include:

- Total FY23 revenue exceeded $7 million;
- Total annual operations of 119,064 including 45,058 instrument operations (37.8% of the total);
- Total annual fuel flowage of 8,381,147 gallons (91.3% Jet-A, 8.7% AvGas); and
- 602 international arrivals cleared by U.S. Customs

RECOMMENDATION:

Information only, no action required.

Attachments

FY23Q4 Airport Presentation

Addison Airport

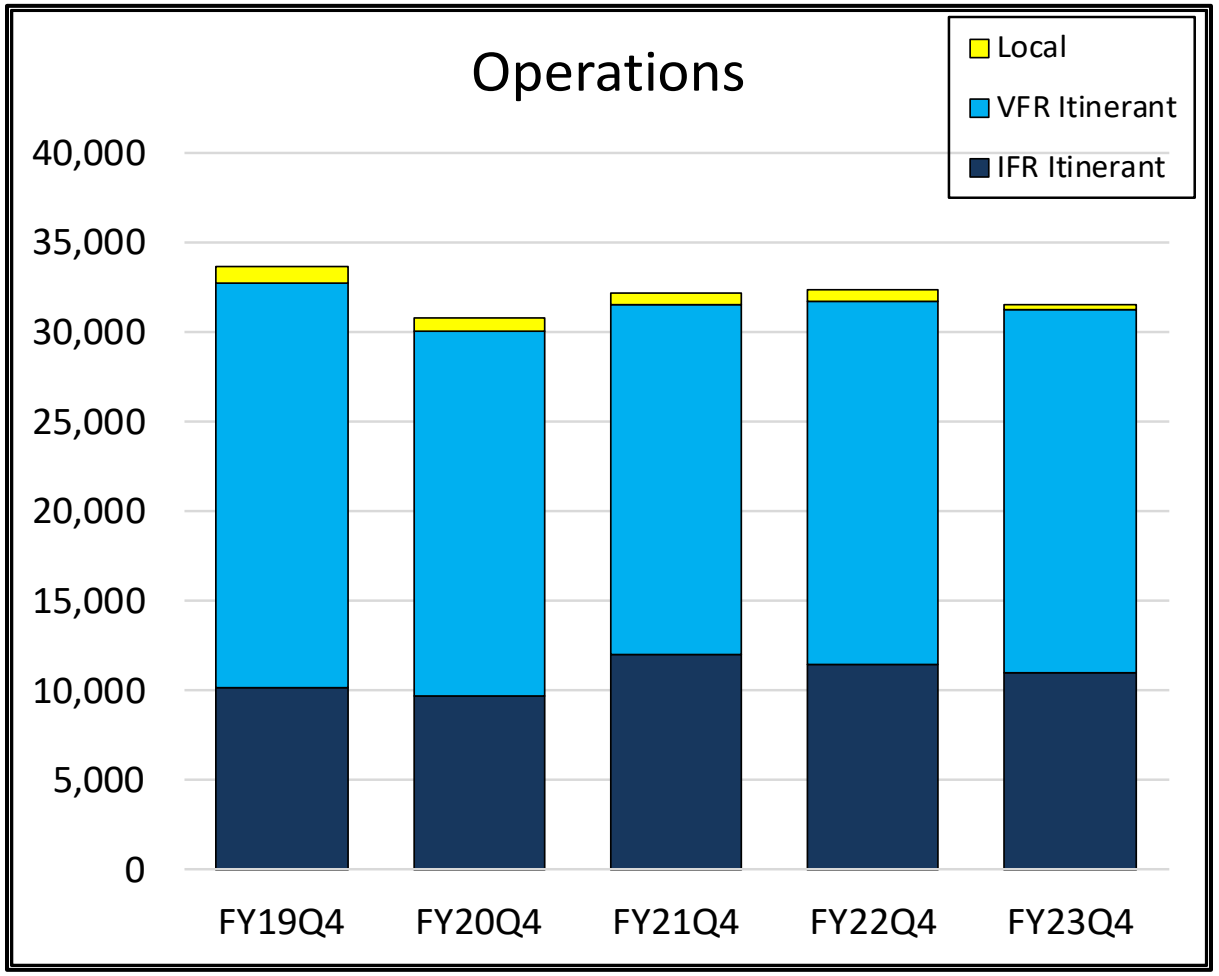
4th Quarter Update – Fiscal Year 2023

November 14, 2023

Addison Airport Quarterly Update – Overview

- Statistics: FY23 Q4
  - Aircraft Operations
  - International Operations
  - Fuel Flowage
  - Revenue
- FY23 Full Year Results
- Projects and Progress

FY23 Q4 Statistics – Aircraft Operations



Instrument (IFR) Operations

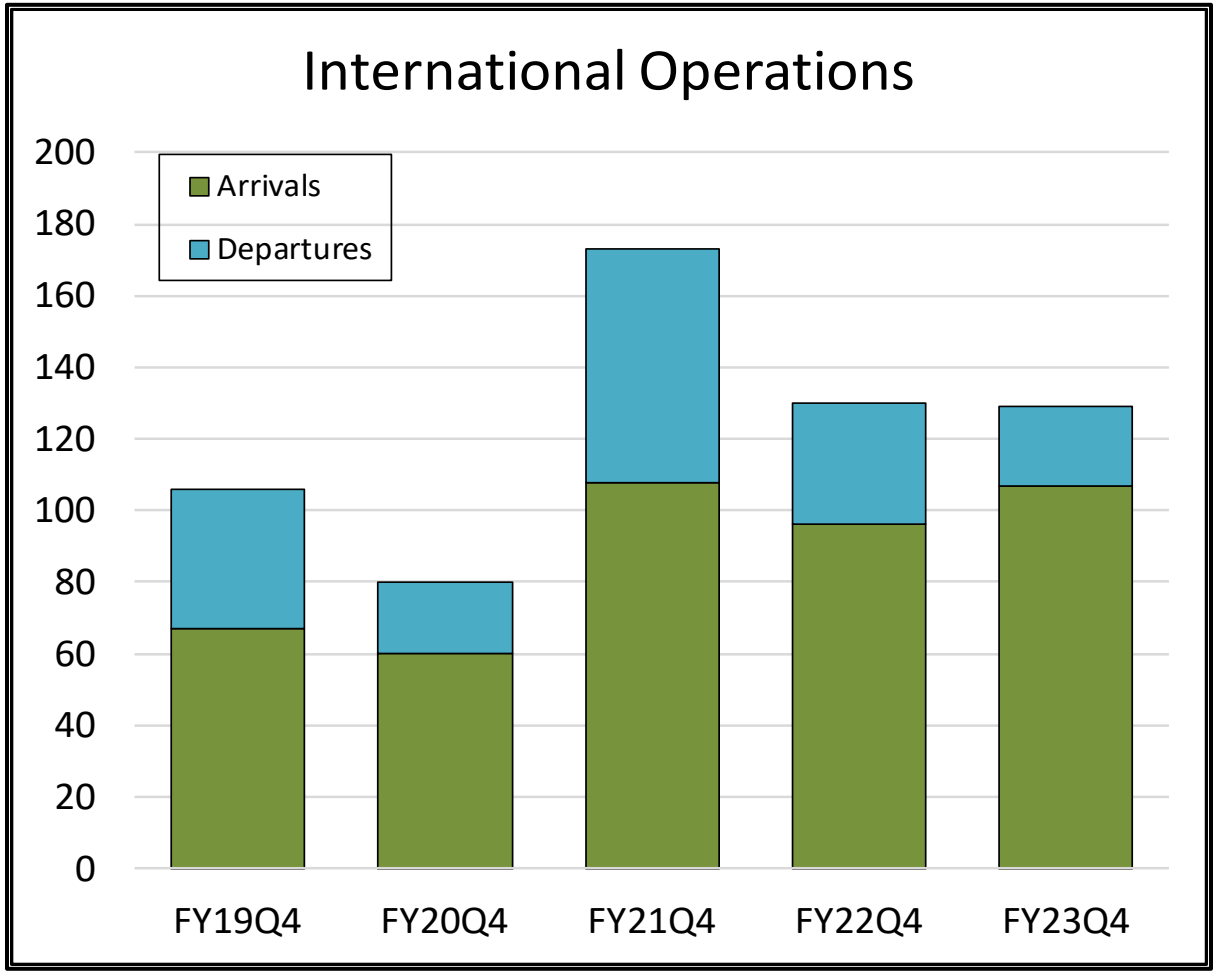
- Down 4.2% from Q4 of FY22
- Down 8.3% from Q4 of FY21

Total Operations

- Down 2.6% from Q4 of FY22
- Down 2.0% from Q4 of FY21

***Note**: Runway 13L/31R at Dallas Love Field was closed beginning 4/27/2021 and re-opened on 6/30/2022. This construction project greatly benefitted Addison during that time because many business aviation operators chose to operate at Addison to avoid the congestion at Love Field.*

FY23 Q4 Statistics – International Operations



International Arrivals

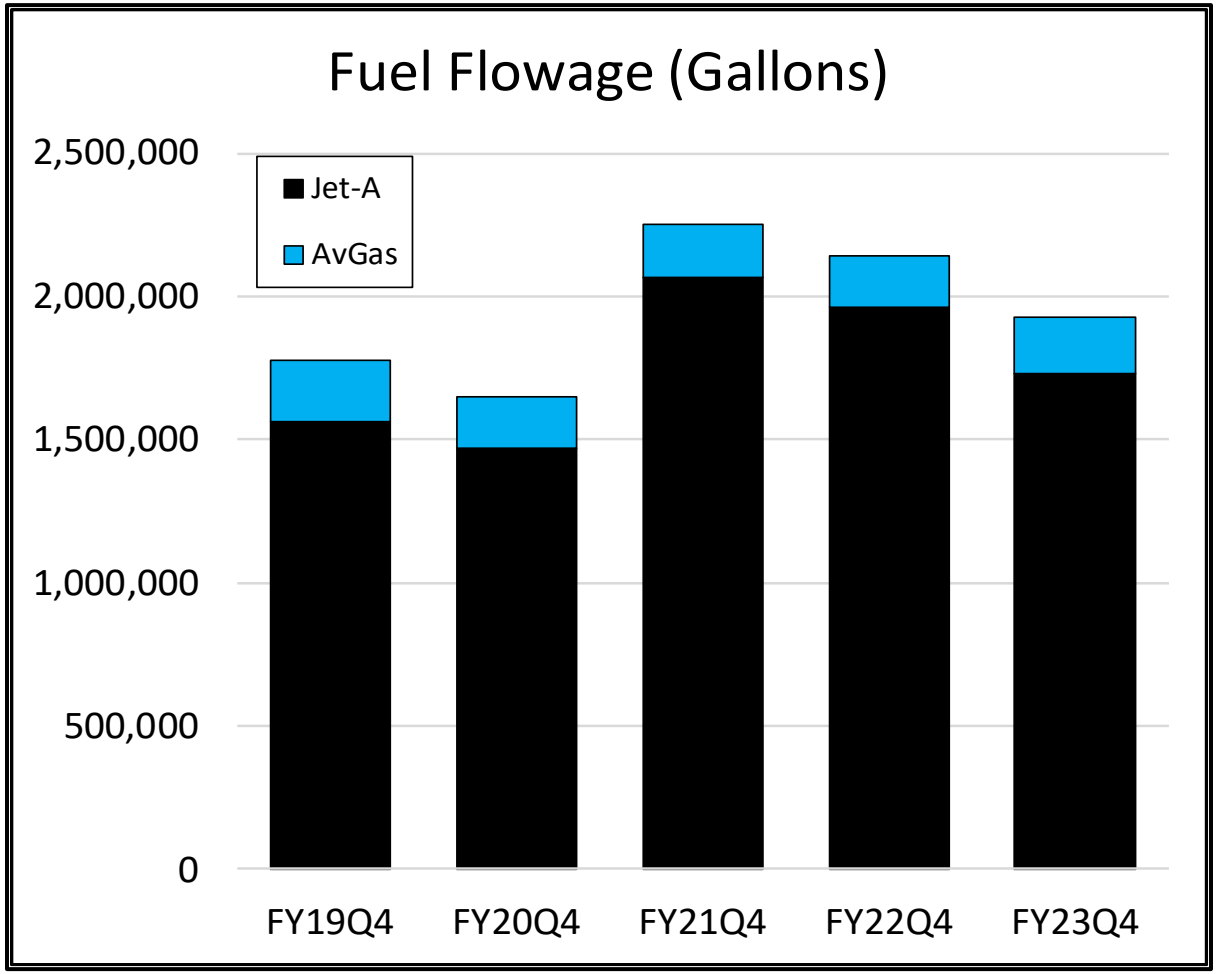
- Up 11.5% over Q4 of FY22
- Down 0.9% from Q4 FY21

International Departures*

- Down 35.3% from Q4 FY22
- Down 66.2% from Q4 of FY21

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

FY23 Q4 Statistics – Fuel Flowage



Jet-A

- Down 11.8% from Q4 FY22
- Down 16.3% from Q4 FY21

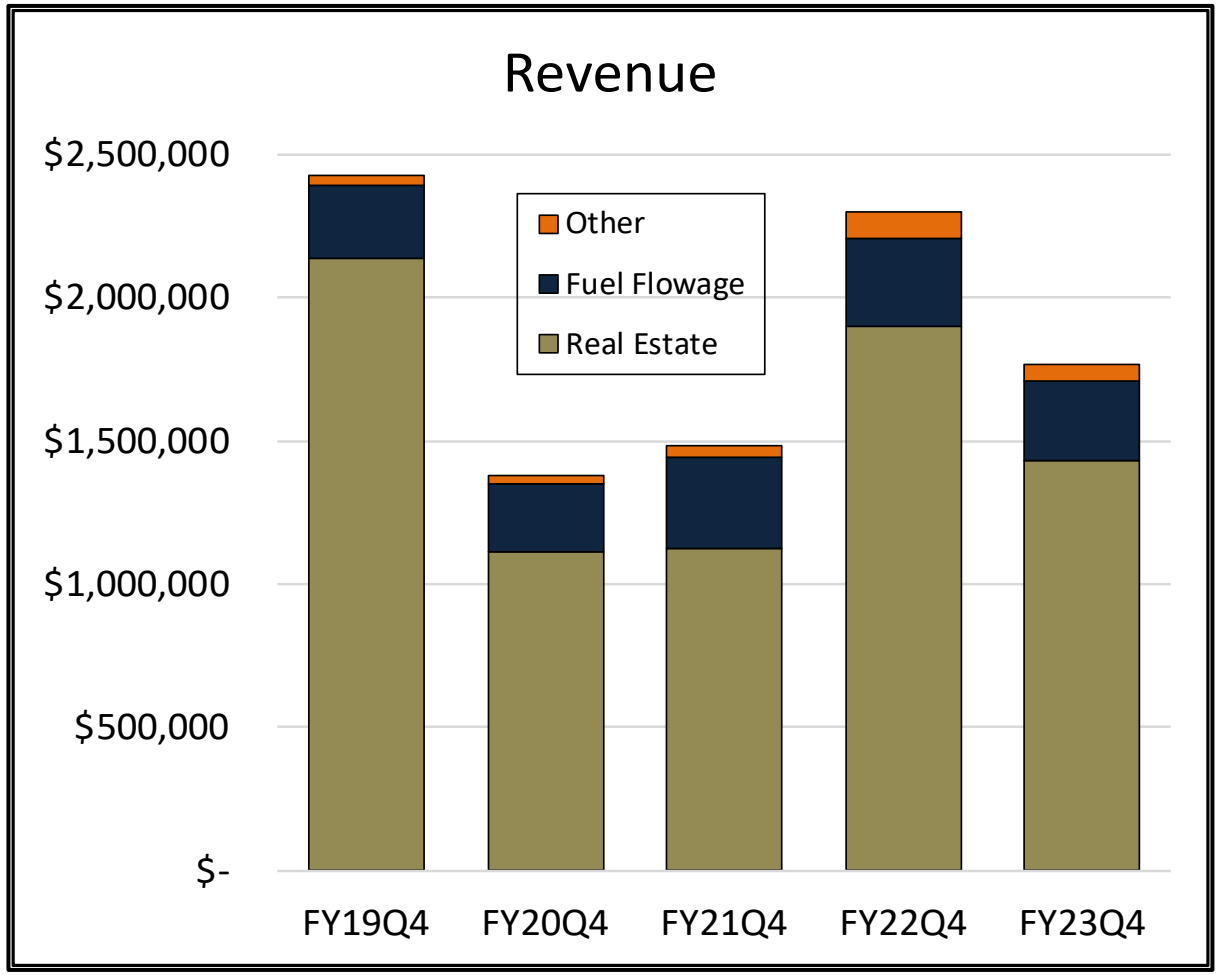
AvGas

- Up 11.1% over Q4 FY22
- Up 8.7% over Q4 FY21

Total Fuel Flowage

- Down 9.9% from Q4 of FY22
- Down 14.3% from Q4 of FY21

FY23 Q4 Statistics – Revenue



Real Estate Revenue

- Down 24.8% from Q4 of FY22
- Up 27.3% over Q4 FY21

Fuel Flowage Fees

- Down 9.3% from Q4 of FY22
- Down 13.8% from Q4 of FY21

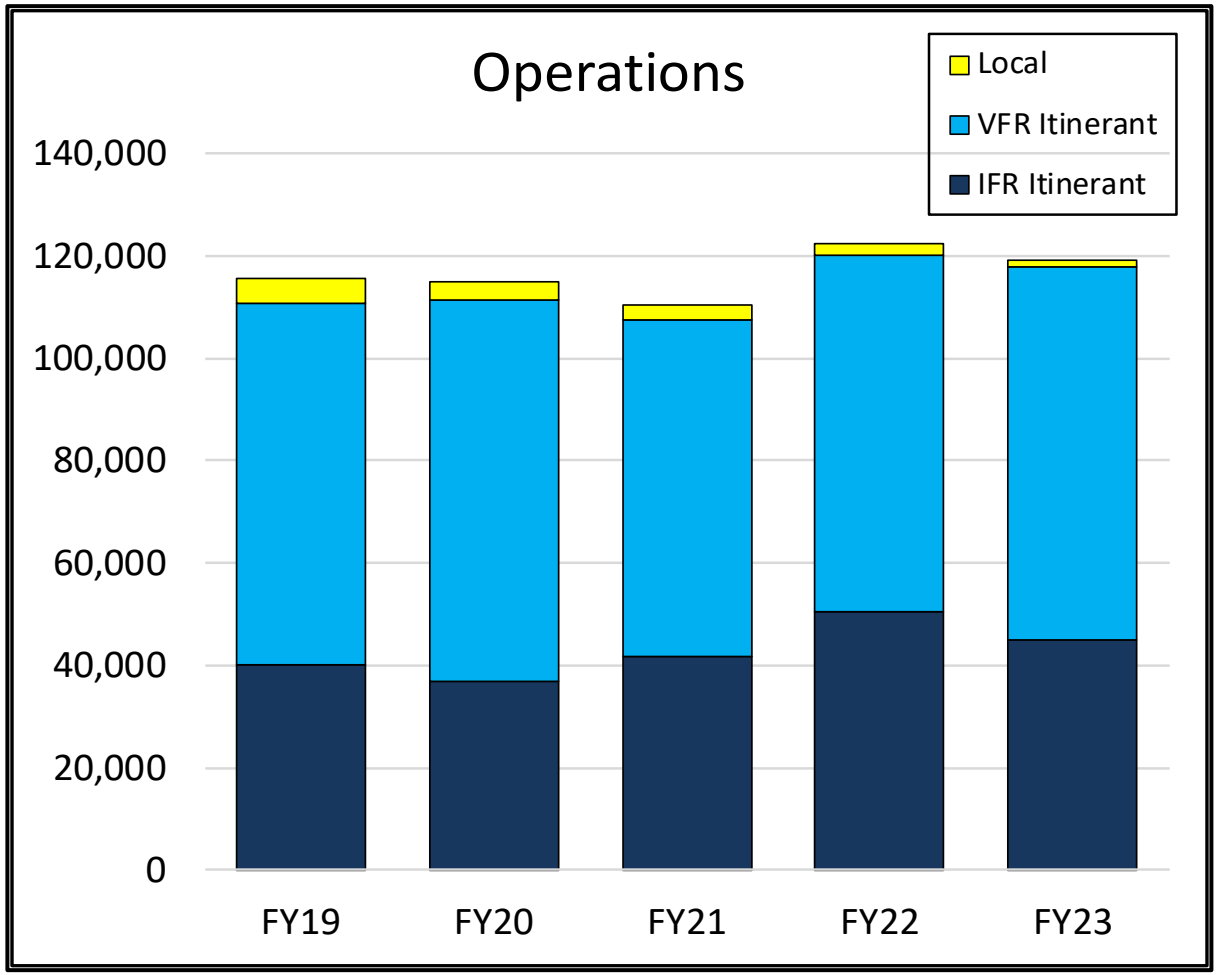
Total Revenue

- Down 23.1% from Q4 of FY22
- Up 18.9% over Q4 of FY21

*__FY19__: $1,000,000 lease payment from Galaxy FBO
*__FY22__: $635,000 one-time payment from AQRD

Addison Airport – FY22 Full Year Results

FY23 Statistics – Aircraft Operations



Instrument (IFR) Operations

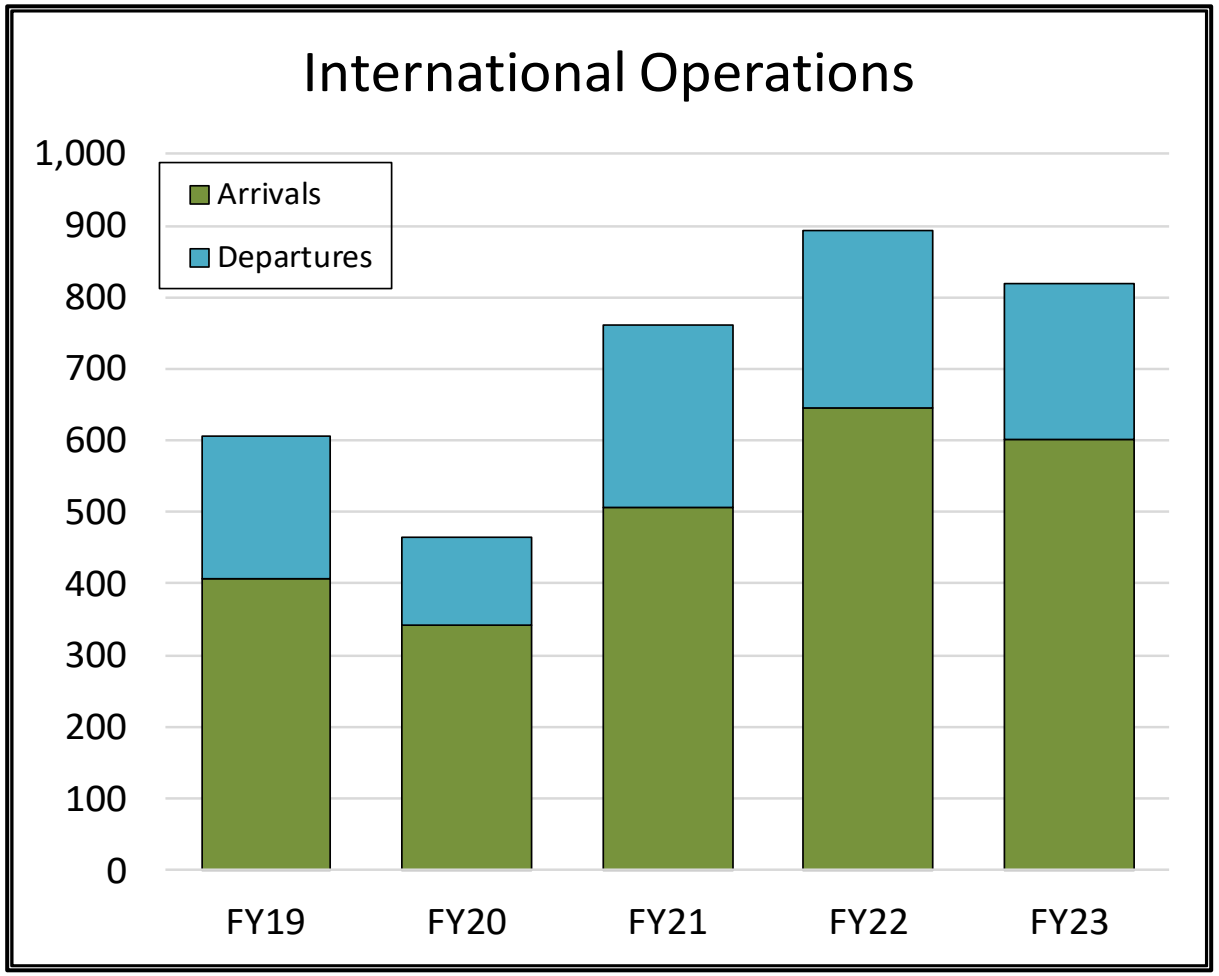
- Down 10.9% from Q4 of FY22
- Up 8.0% over FY21

Total Operations

- Down 2.8% from Q4 of FY22
- Up 7.9% over FY21

	Operations			
	IFR Itinerant	VFR Itinerant	Local	TOTAL
FY19	40,266	70,499	4,982	115,747
FY20	36,925	74,588	3,511	115,024
FY21	41,727	65,956	2,640	110,323
FY22	50,566	69,514	2,418	122,498
FY23	45,058	72,826	1,180	119,064

FY23 Statistics – International Operations



Arrivals

- Down 6.8% from FY22
- Up 19.0% over FY21

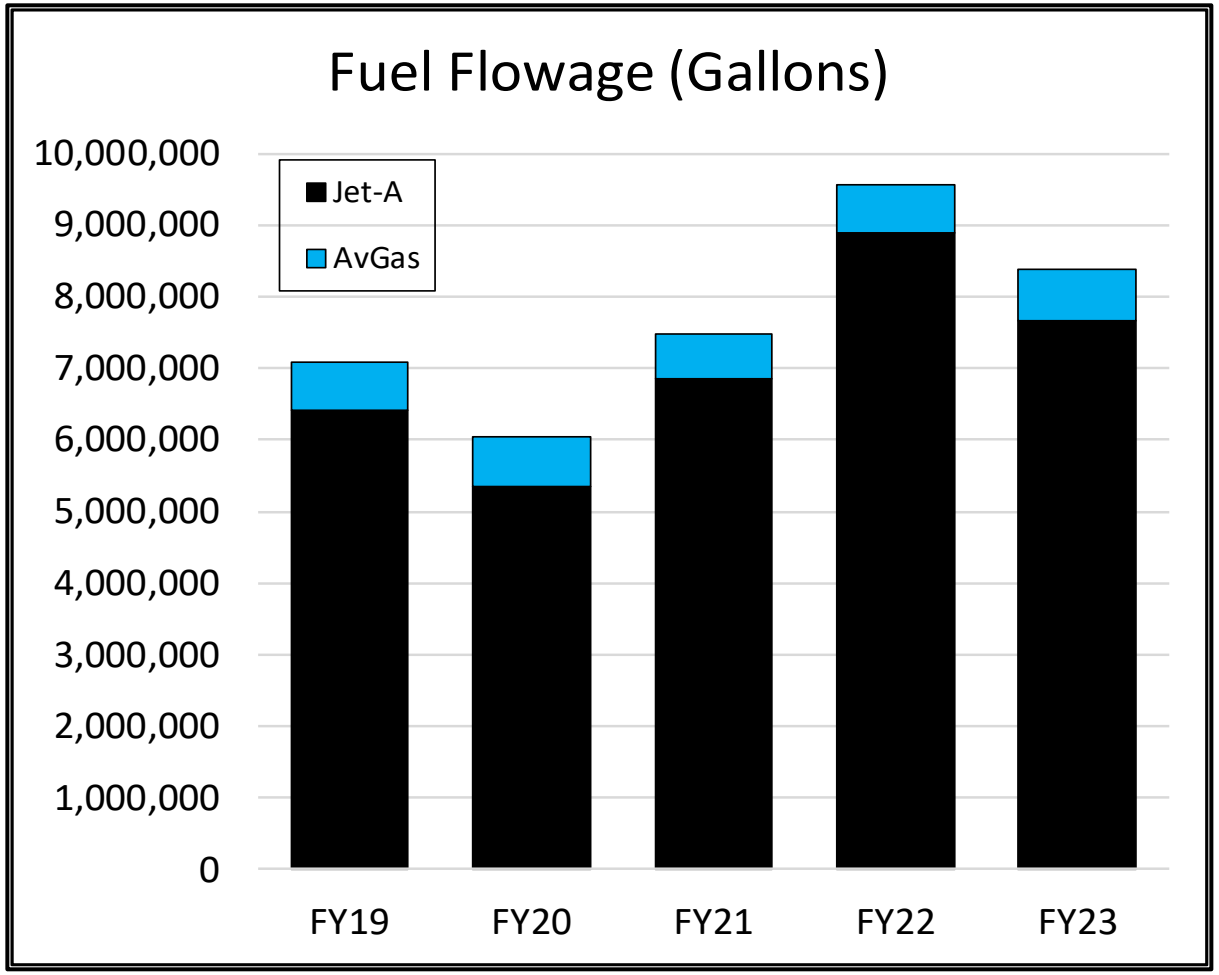
Departures *

- Down 12.9% from FY22
- Down 15.0% from FY21

* international departures are undercounted because certain types of operations (Part 91 flights) are not required to file with CBP at the departure airport

	International Operations		
	Arrivals	Departures	TOTAL
FY19	407	199	606
FY20	343	121	464
FY21	506	254	760
FY22	646	248	894
FY23	602	216	818

FY23 Statistics – Fuel Flowage



Jet-A Volume

- Down 13.9% from FY22
- Up 11.7% over FY21

AvGas Volume

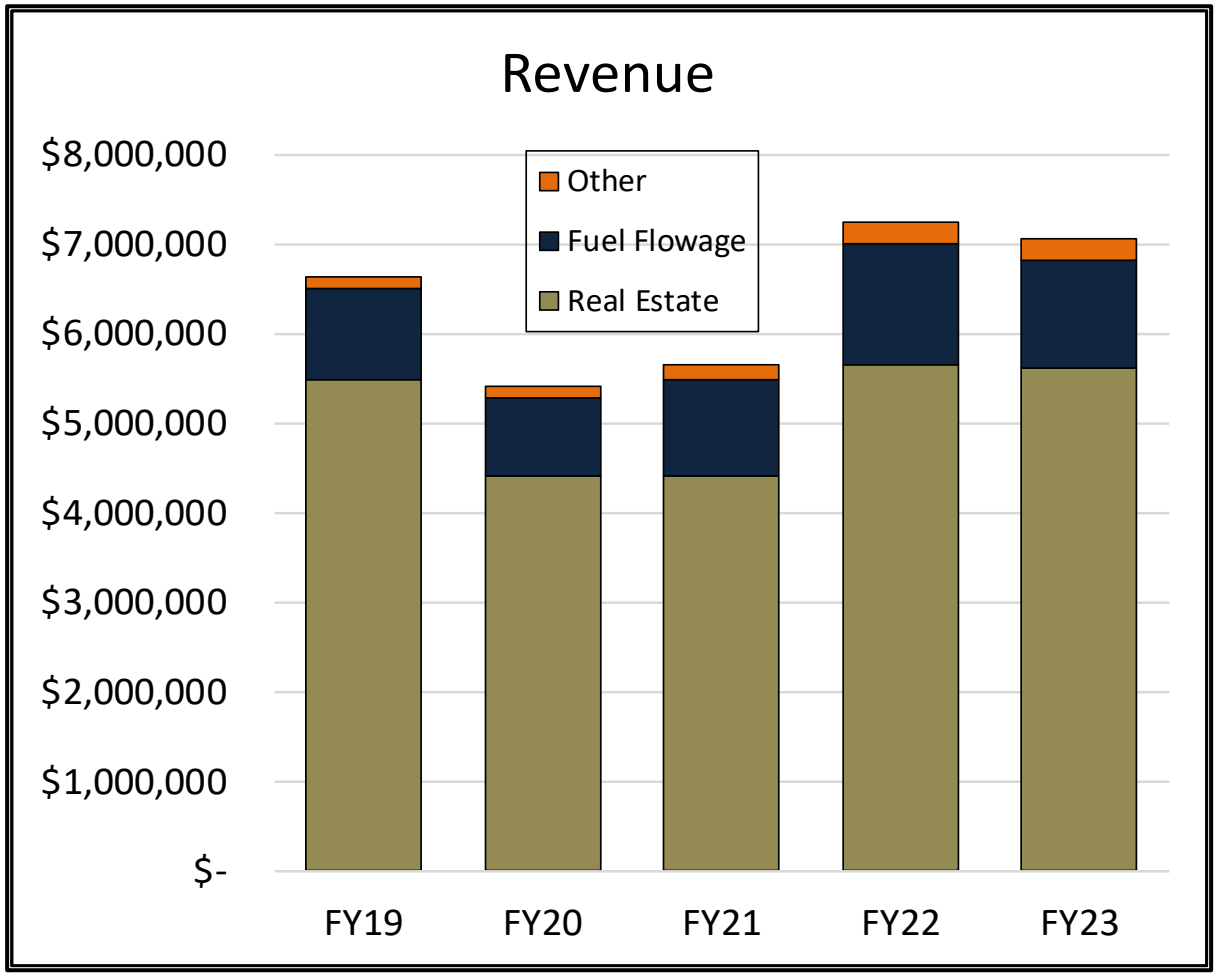
- Up 10.3% over FY22
- Up 14.1% over FY21

Total Fuel Volume

- Down 12.3% from FY22
- Up 11.9% over FY21

	Fuel Flowage (Gallons)		
	Jet-A	AvGas	TOTAL
FY19	6,408,493	684,239	7,092,732
FY20	5,344,585	690,768	6,035,353
FY21	6,852,055	637,705	7,489,760
FY22	8,891,800	659,805	9,551,605
FY23	7,653,582	727,565	8,381,147

FY23 Statistics – Revenue



FY19 revenue included a one-time $1 million lease pre-payment for the Galaxy FBO project. FY22 revenue includes a one-time $635,000 payment associated with the AQRD redevelopment of 4582/4584 Claire Chennault.

Real Estate

- Down 0.6% from FY22
- Up 27.2% over FY21

Fuel Flowage Fees

- Down 11.8% from FY22
- Up 12.1% over FY21

Total Revenue

- Down 2.5% from FY22
- Up 24.8% over FY21

	Revenue			
	Real Estate	Fuel Flowage	Other	TOTAL
FY19	$ 5,488,112	$ 1,019,452	$ 130,444	$ 6,638,008
FY20	$ 4,421,924	$ 867,778	$ 127,068	$ 5,416,770
FY21	$ 4,415,499	$ 1,067,845	$ 175,311	$ 5,658,655
FY22	$ 5,649,340	$ 1,357,351	$ 233,916	$ 7,240,607
FY23	$ 5,615,945	$ 1,196,895	$ 247,305	$ 7,060,145

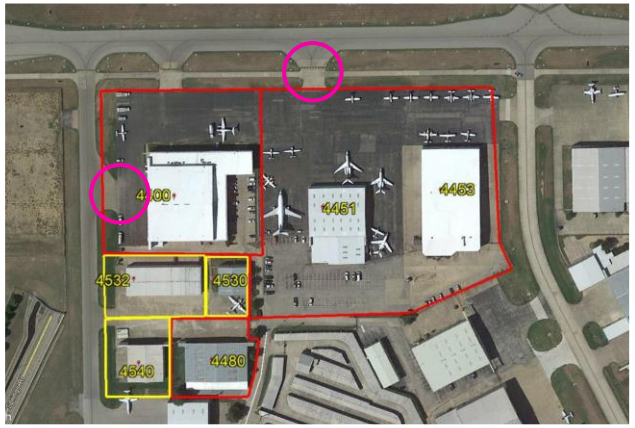
Addison Airport – Projects and Progress

Addison Airport – Projects and Progress

Status Update – Approved Developments

- Sky Squared
  - Preliminary site demolition and remediation completed; completed vehicle service road segment reconstruction (under DPA with airport)
  - Final Determinations for 7460 airspace reviews received from FAA
  - Work commencing on civil / flatwork phase of construction

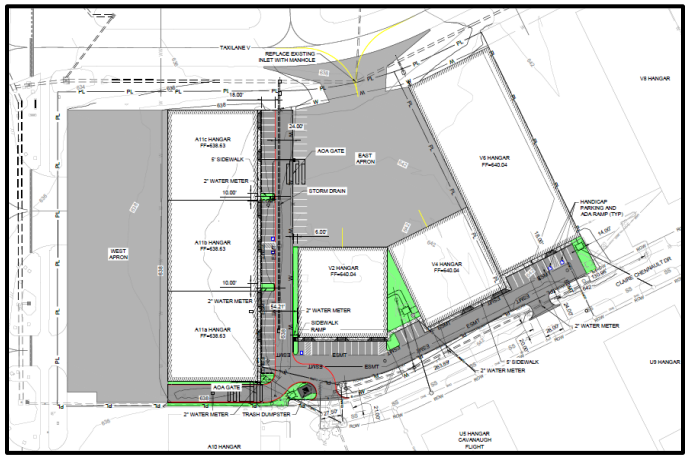
- Atlantic Aviation FBO Redevelopment
  - Ground lease amended to revise order of redevelopment; the first phase will include ramp reconstruction and rehabilitation of the FBO terminal building
  - No demolition or construction has started yet; plans have been submitted and reviewed, approval is pending, and work is expected to commence soon
  - Airport staff working on Developer Participation Agreement (DPA) with Atlantic for reconstruction of one connector from the Atlantic ramp to Taxiway Alpha and a second connector from the Atlantic ramp to Taxilane Tango (indicated with magenta circles in the graphic at right)

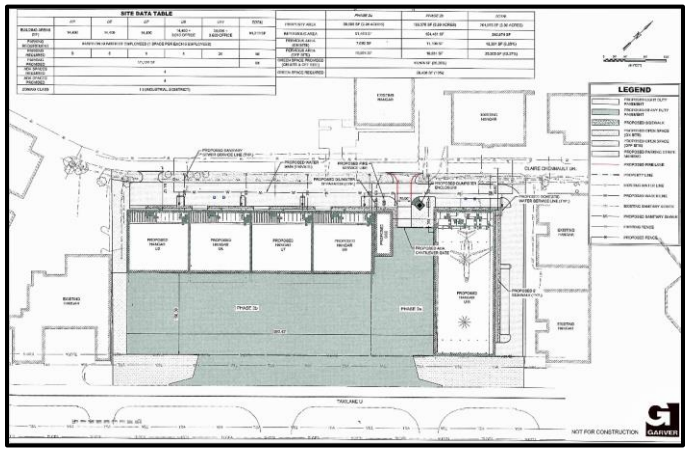


Addison Airport – Projects and Progress

Status Update – Approved Developments

- Sky Harbour – Phase I (former Jetport site)
  - Site and civil plans have been approved
  - Sky Harbour has selected a General Contractor; the contractor has mobilized and begun site clearing work
  - Project will include a Developer Participation Agreement (DPA) between the airport and Sky Harbour to reconstruct the airport's vehicle service road from Taxilane Victor south to Taxilane Uniform
  - Sky Harbour is contributing 1,000 SY of concrete towards vehicle service road construction (at their expense)
- Sky Harbour – Phase II (Taxilane Uniform site)
  - Pre-application meeting held with Development Services on July 20, 2023, to review initial site plans and discuss the project
  - Sky Harbour intends to construct the larger hangar on the east side of the property first





Addison Airport – Projects and Progress

Current Projects – Airport Improvement Program (AIP) Grants

Taxiway Bravo extensions – phase 1 construction

- Revised FY22 AIP grant through TxDOT Aviation of $6,800,000 (90% FAA, 10% local match).
- Airport awarded FY22 AIP Supplemental Discretionary grant from FAA of $3,000,000.
- Six bids received on August 30, 2023. Low bidder was disqualified by TxDOT Aviation (nonresponsive bid).
- Second lowest bidder (lowest responsive bidder, Sinacola) was awarded the construction contract.
- Available project funding was sufficient to award the base bid plus all four additive alternates, including a Runway Information System (RWIS) that will report pavement temperature and water/ice/snow coverage.
- Anticipate construction start in January 2024, with a pre-construction meeting in the first half of December.

Left: extensions of Taxiway Bravo and Taxiway Hotel

Right: connecting Taxiway Bravo to the south end of the runway.

Addison Airport – Projects and Progress

Current Projects – Airport Improvement Program (AIP) Grants

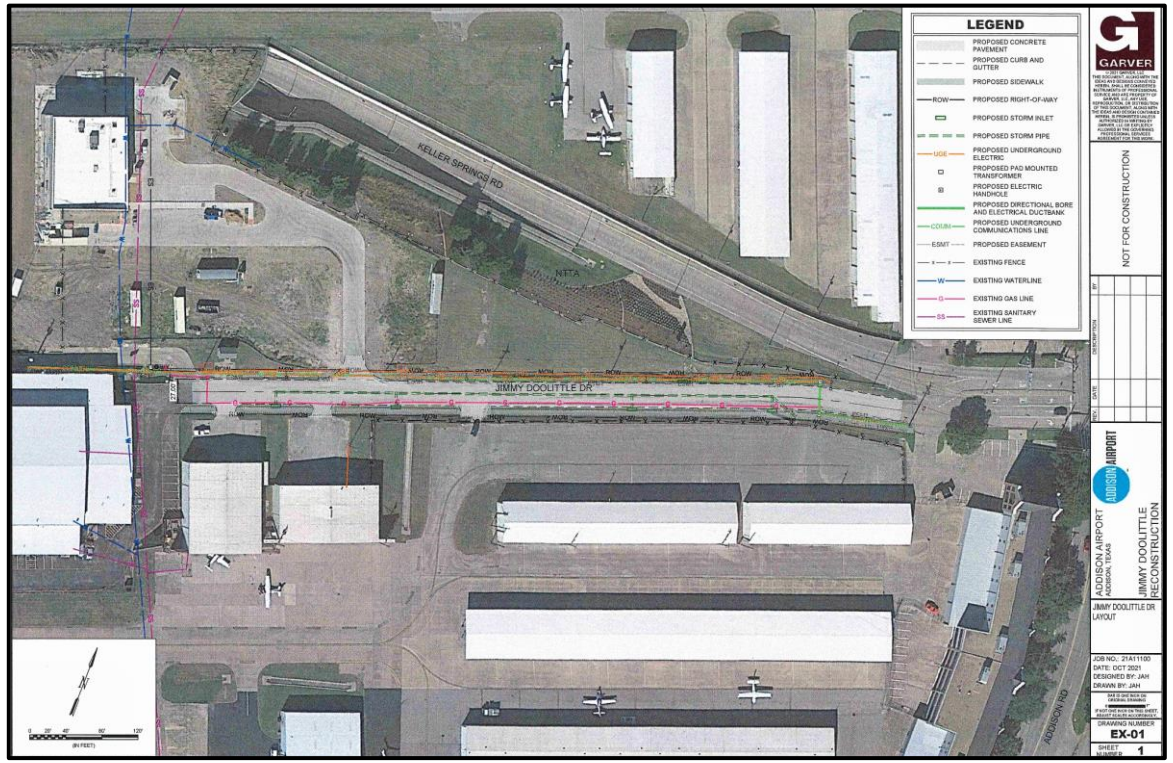
Airport Master Plan (AMP) update

- FY23 AIP grant through TxDOT Aviation of $1,050,000 (90% FAA/TxDOT, 10% local match).
- The Master Plan update will include the following (and more):
  - Update the airport's Noise Exposure Map (NEM); the area enclosed by the 65dB noise contours (within which residential development is not permitted) is expected to be significantly reduced
  - Conduct an alternatives analysis to address what FAA considers to be incompatible land uses within the airport's Runway Protection Zones (RPZs)
  - Conduct an airport drainage study
  - Consider the emergence of Unmanned Aircraft Systems (UAS) and Advanced Air Mobility (AAM) and incorporate any planning in the narrative, to include vertiport siting
- Opportunities for community participation and input are a required part of the Master Plan process
- Airport Master Plan will be coordinated with Development Services Comprehensive Plan
- Master Plan updates typically require 18 to 24 months to complete

Addison Airport – Projects and Progress

Current Projects – Jimmy Doolittle Drive reconstruction

- Jimmy Doolittle Drive provides access to the U.S. Customs and Airport Administration building
- Jimmy Doolittle is not a dedicated Town of Addison street; it is an airport access easement and thus an airport responsibility to reconstruct
- Garver is the engineer for the reconstruction project, including construction management

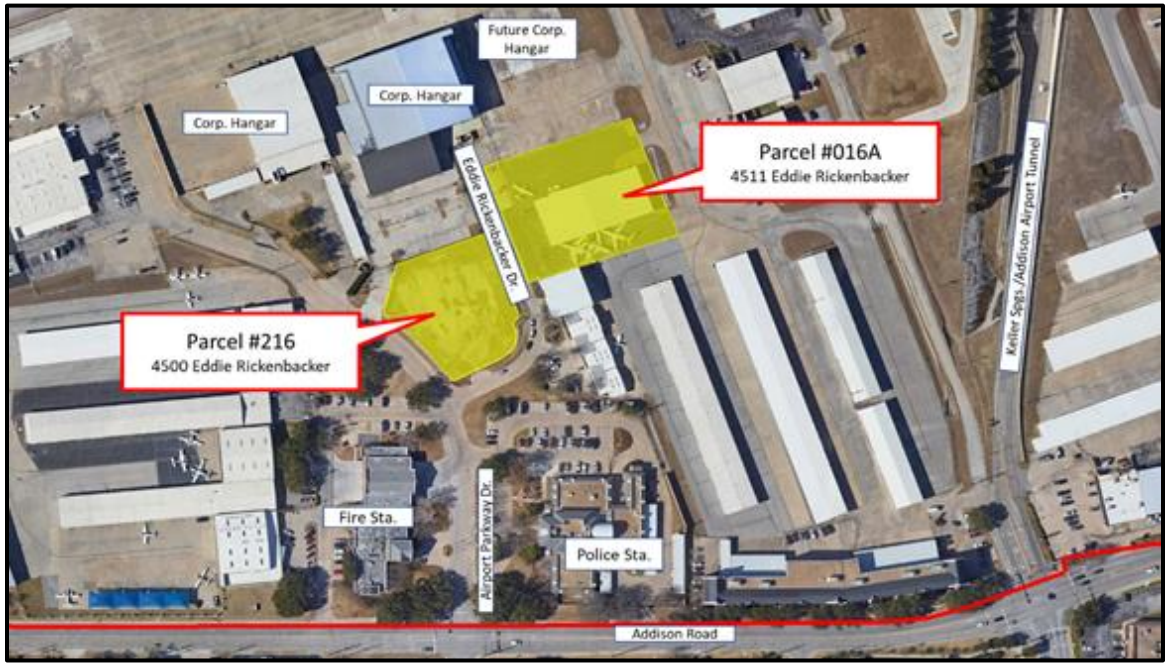


- Garver has completed project design
- The current estimate of probable cost (EPC) for construction is $1,570,000
- Garver is working with the utility companies Oncor, Atmos) to relocate all utilities before going out for bids for the actual street reconstruction
- Project includes coordination between Garver, Public Works, and NTTA on the Jimmy Doolittle – Keller Springs – Addison Road intersection
- Consideration is being given to designing and installing an Addison Airport monument sign near the east end of Jimmy Doolittle Drive

Addison Airport – Projects and Progress

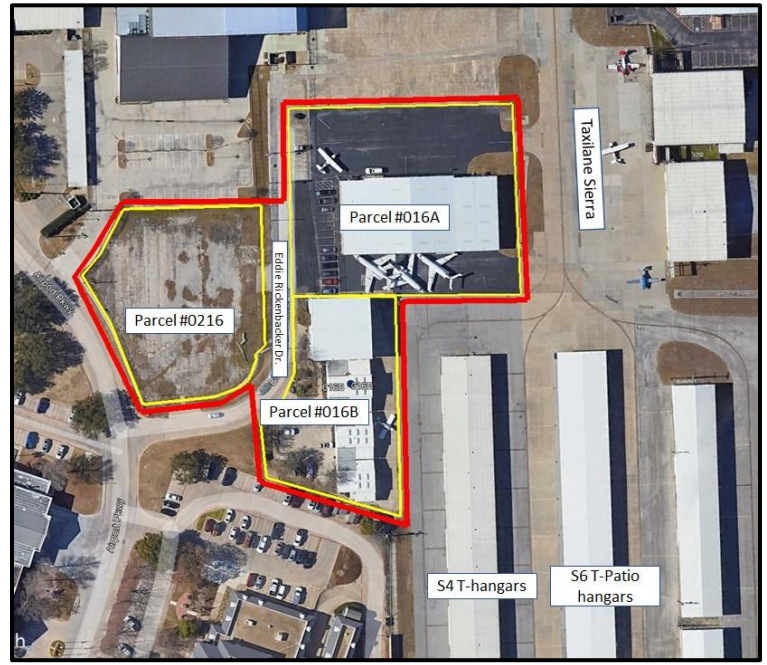
Current Projects – Taxilane Sierra redevelopment opportunity

- Airport released a request for qualifications (RFQ 23-155) through BidSync on June 1, 2023, for redevelopment of ~2 acres of airport land for commercial aeronautical operations
- Additional parcel (available after July 31, 2025) was offered to be optionally added in RFQ responses
- Two very strong responses to the RFQ were received on July 27 and evaluated by a staff committee
- Staff selected Thrust Flight's RFQ response; airport staff commenced discussions with Thrust Flight



Left: two-acre site advertised in RFQ 23-155 for redevelopment for commercial aeronautical operations

Right: 'optional' site added to redevelopment proposal (available in 2025); both respondents included this optional site in their redevelopment proposals



Addison Airport Quarterly Update – Questions?

City Council (FY24) **7. c.**

Meeting Date: 11/14/2023

Department: Finance
Pillars: Gold Standard in Financial Health
Milestones: Continue development and implementation of the Long-Term Financi Plan

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AGENDA CAPTION:

Present and discuss the Town of Addison Fiscal Year 2023 Fourth Quarter Financial Report.

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of the fiscal quarter. This report covers the financial performance through the fourth quarter for Fiscal Year 2023 (July 1, 2023 - September 30, 2023). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrate the current financial positions of the various funds. The report includes information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds. Key highlights for the fourth quarter include:

- General Fund revenue totaled $47.7 million, which is 106.0 percent of the fiscal year budget.
- General Fund expenditures totaled $43.7 million, which is 97.2 percent of the fiscal year budget.
- Sales tax collections totaled $16.7 million, which is 109.6 percent of the fiscal year budget.
- The Hotel Fund had revenue of $6.5 million, a decrease of $964 thousand from this time a year ago, due to the receipt of ARPA funds in September 2022. Hotel Fund expenditures totaled $6.2 million.
- Performing Arts expenditures are at 100 percent due to the full payment of the WaterTower Theatre grant.
- Special Events revenues totaled 92.1 percent and expenses totaled 91.7 percent of the fiscal year budget.
- Airport Fund operating revenue totaled $7.4 million or 111.2 percent and operating expenditures totaled $5.2 million or 93.3 percent of the fiscal year budget.
- Utility Fund operating revenue totaled $16.5 million or 107.2 percent and expenditures totaled $15.4 million or 96.9 percent of the fiscal year budget.
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 4 of Fiscal Year 2023 is also being provided for information purposes. This report has been prepared in accordance with state law and the Town's Financial Policies.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Quarterly Financial Report Fiscal Year 2023 Fourth Quarter

Quarterly Financial Report - Fiscal Year 2023 Fourth Quarter

Quarterly Investment Report - Fiscal Year 2023 Fourth Quarter

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Quarterly Financial Report
Fiscal Year 2023
Fourth Quarter

November 14, 2023

Executive Dashboard – Key Revenue Sources

Executive Dashboard - 4th Quarter, 2023 Fiscal Year

Financial Indicators

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

Key Revenue Sources	FY2023 Budget	Actual through 9/30/23	% Annual Budget
Ad Valorem Taxes - General Fund	$ 22,409,394	$ 22,739,622	101.47%
Non-Property Taxes - General Fund	16,421,417	18,022,335	109.75%
Hotel Tax	4,800,000	5,350,572	111.47% (1)
Franchise Fees - General Fund	2,155,000	2,120,599	98.40%
Service/Permitting/License Fees - General Fund	3,238,590	3,339,286	103.11%
Fines and Penalties - All Funds	336,874	504,833	149.86%
Special Event Revenue - Hotel Fund	1,127,000	1,037,859	92.09%
Fuel Flowage Fees - Airport Fund	1,119,600	1,195,788	106.80%
Water and Sewer Charges - Utility Fund	15,162,201	16,084,431	106.08%

(1) Hotel tax revenue has not been collected from all hoteliers

Executive Dashboard – Key Expenditures

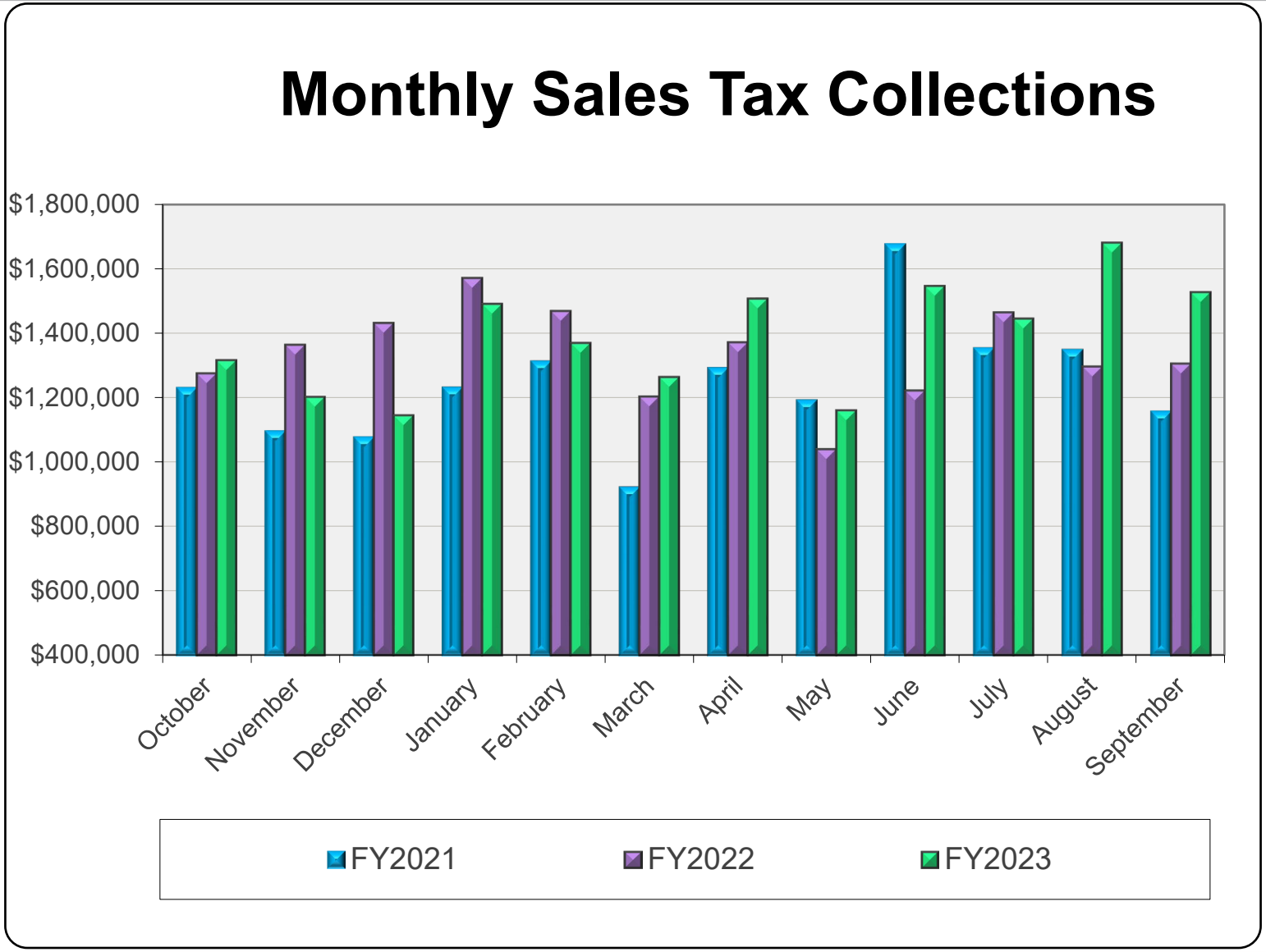
Executive Dashboard - 4th Quarter, 2023 Fiscal Year

Financial Indicators

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

Key Expenditures	FY2023 Budget	Actual through 9/30/23	% Annual Budget
General Fund	$ 44,963,065	$ 43,691,079	97.17%
Hotel Fund	6,906,049	6,238,241	90.33%
Economic Development	2,176,459	1,507,825	69.28%
Airport Operations	5,564,259	5,189,583	93.27%
Utility Operations	15,906,470	15,407,932	96.87%

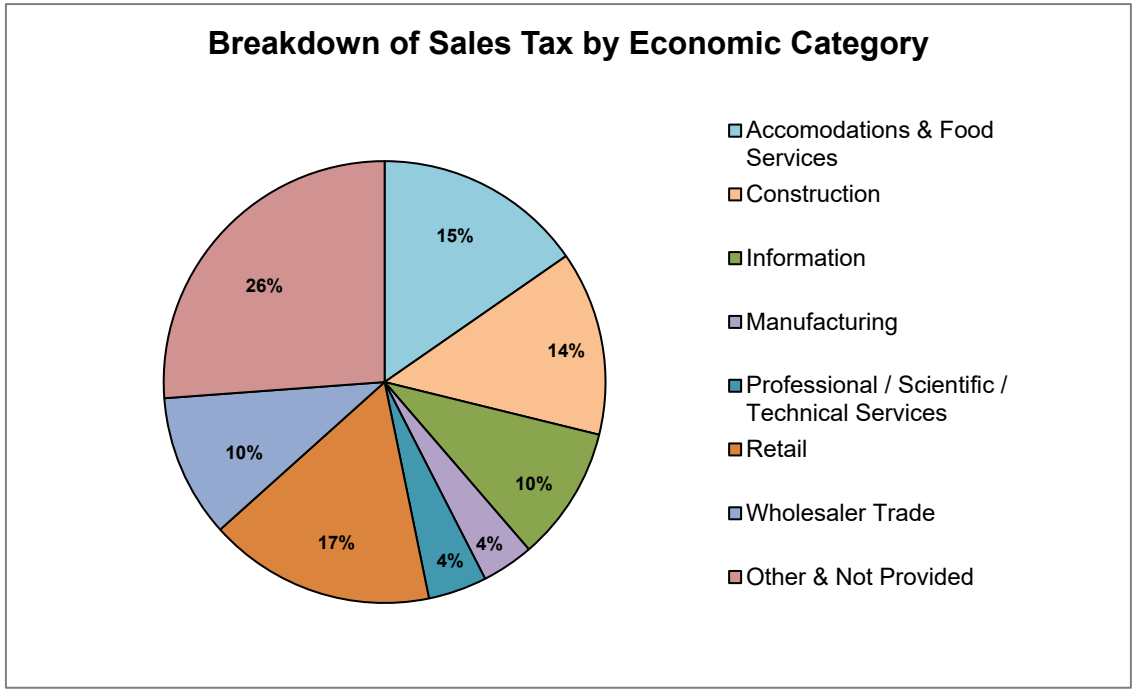
Sales Tax Collections



Sales Tax Collections

TOWN OF ADDISON
Schedule of Sales Tax Collections
For the quarter ending September 30, 2023

	FY2022 Monthly Collections	% Change from Prior Year	FY2023 Monthly Collections
October	$ 1,273,977	3.3%	$ 1,316,545
November	1,362,516	-11.7%	1,202,884
December	1,430,169	-19.9%	1,145,606
January	1,569,646	-5.0%	1,491,449
February	1,467,367	-6.6%	1,370,185
March	1,202,011	5.2%	1,264,607
April	1,370,124	10.1%	1,507,915
May	1,038,643	11.8%	1,161,332
June	1,220,982	26.7%	1,546,842
July	1,462,725	-1.2%	1,445,780
August	1,294,958	29.8%	1,681,154
September	1,304,166	17.1%	1,527,569
	$ 15,997,283		**16,661,868**
Budget:	14,710,875	109.6%	15,196,417



General Fund Revenue

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	$ 20,603,683	$ 22,559,394	$ (39,472)	$ 22,917,929	101.6%
Delinquent taxes	(207,701)	(200,000)	(7,961)	(249,526)	124.8% [1]
Penalty & interest	58,070	50,000	17,700	71,219	142.4%
Non-property taxes:					
Sales tax	15,997,283	15,196,417	4,654,503	16,661,868	109.6%
Alcoholic beverage tax	1,350,605	1,225,000	311,925	1,360,467	111.1%
Franchise / right-of-way use fees:					
Electric franchise	1,499,435	1,575,000	333,331	1,492,204	94.7%
Gas franchise	275,373	250,000	-	349,536	139.8%
Telecommunication access fees	185,927	200,000	39,098	168,873	84.4%
Cable franchise	124,416	130,000	26,228	109,986	84.6%
Street rental fees	(6,500)	-	-	-	0.0%
Licenses and permits:					
Business licenses and permits	148,026	209,700	73,098	190,558	90.9%
Building and construction permits	972,526	960,400	169,059	1,037,203	108.0%
Intergovernmental	3,982	-	-	-	0.0%
Service fees:					
Public safety	1,093,844	1,026,000	304,283	1,081,265	105.4%
Urban development	50,110	47,200	13,245	57,560	121.9%
Streets and sanitation	440,857	480,700	118,999	448,317	93.3%
Recreation	39,690	70,300	24,382	80,093	113.9%
Interfund	438,870	444,290	111,073	444,290	100.0%
Court fines	301,404	245,000	114,715	385,900	157.5%
Interest earnings	(1,105,426)	200,000	210,799	721,726	360.9%
Rental income	8,300	8,000	2,400	8,340	104.3%
Other	421,465	290,500	37,797	317,772	109.4%
Total Revenues	**42,694,239**	**44,967,901**	**6,515,200**	**47,655,580**	**106.0%**

[1] Represents prior year tax payment refunds

General Fund Expenditures

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	187,884	232,150	48,132	192,118	82.8%
City Manager	1,246,441	1,209,782	296,035	1,157,309	95.7%
Finance	1,750,249	1,911,940	500,395	1,881,164	98.4%
General Services	1,271,406	1,508,609	611,838	1,480,654	98.1%
Municipal Court	692,928	741,479	161,090	703,146	94.8%
Human Resources	660,144	758,481	213,175	743,923	98.1%
Information Technology	1,952,454	2,318,608	580,775	1,971,445	85.0%
Combined Services	1,215,036	1,485,125	239,286	1,467,006	98.8% (1)
Council Projects	332,678	342,850	44,631	333,021	97.1% (2)
Public Safety:					
Police	10,597,376	11,362,815	3,031,164	11,370,638	100.1%
Emergency Communications	1,607,261	1,764,387	398,800	1,728,464	98.0%
Fire	9,267,049	9,907,123	2,665,547	9,931,989	100.3%
Development Services	1,643,483	2,037,699	566,024	1,927,706	94.6%
Streets	2,047,734	2,487,000	984,977	2,242,374	90.2%
Parks and Recreation:					
Parks	4,632,050	4,991,045	1,638,935	4,829,651	96.8%
Recreation	1,476,485	1,903,972	557,447	1,730,470	90.9%
Other financing uses:					
Transfers to other funds	1,841,875	-	-	-	0.0%
Total Expenditures	**42,422,533**	**44,963,065**	**12,538,251**	**43,691,079**	**97.2%**
Net Change in Fund Balance	271,706	4,836	(6,023,051)	3,964,501	
Fund Balance at Beginning of Year	**20,243,675**	**20,515,381**		**20,515,381**	
Fund Balance at End of Year	**$ 20,515,381**	**$ 20,520,217**		**$ 24,479,882**	

(1) TML insurance and worker's compensation contributions for FY2023 and Village on the Parkway Incentive

(2) Includes primary NPO grant payment for non-profit grant funding

Hotel Fund

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	$ 4,353,355	$ 4,800,000	$ 1,317,095	$ 5,350,572	111.5% (1)
Proceeds from special events	1,051,805	1,127,000	324,854	1,037,859	92.1%
Rental income	113,718	30,000	54,744	97,322	324.4%
Interest and miscellaneous	1,972,830	20,100	35,688	41,714	207.5%
Total Revenues	**7,491,708**	**5,977,100**	**1,732,381**	**6,527,467**	**109.2%**
Expenditures:					
Addison theatre centre	273,261	313,279	112,483	325,823	104.0%
Conference centre	229,056	220,510	51,406	187,626	85.1%
General hotel operations	151,625	186,197	38,817	169,142	90.8%
Marketing	887,942	1,193,362	279,505	914,320	76.6%
Performing arts	377,500	379,089	-	379,089	100.0% (2)
Special events	825,661	1,088,337	304,574	964,456	88.6%
Special events operations	2,431,963	2,757,275	1,545,460	2,529,785	91.7%
Attractions Capital Projects	-	-	-	-	0.0%
Other financing uses:					
Transfer to Economic Development Fund	384,000	768,000	192,000	768,000	100.0%
Total Expenditures	**5,561,008**	**6,906,049**	**2,524,246**	**6,238,241**	**90.3%**
Net Change in Fund Balance	1,930,700	(928,949)	(791,864)	289,226	
Fund Balance at Beginning of Year	**2,710,600**	**4,641,300**		**4,641,300**	
Fund Balance at End of Year	**$ 4,641,300**	**$ 3,712,351**		**$ 4,930,526**	

(1) Hotel tax collections have not been received by all hoteliers

(2) NPO primary grant payment and matching funds for non-profit grant funding to Water Tower Theatre

Economic Development Fund

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:	$ 1,179,713	$ 1,280,691	$ (1,699)	$ 1,298,984	101.4%
Business license fee	32,450	50,000	800	33,105	66.2%
Interest income and other	(91,704)	30,000	20,502	80,934	269.8%
Transfers from General/Hotel Fund	384,000	768,000	192,000	768,000	100.0%
Total Revenues	**1,504,459**	**2,128,691**	**211,603**	**2,181,024**	**102.5%**
Expenditures:					
Personnel services	516,409	577,836	54,142	496,031	85.8%
Supplies	15,843	18,371	5,680	16,560	90.1%
Maintenance	20,582	30,720	1,021	9,736	31.7%
Contractual services	761,946	1,536,160	335,045	972,127	63.3%
Debt Service	221,611	13,372	3,343	13,372	100.0%
Total Expenditures	**1,536,391**	**2,176,459**	**399,231**	**1,507,825**	**69.3%**
Net Change in Fund Balance	(31,932)	(47,768)	(187,628)	673,198	
Fund Balance at Beginning of Year	**2,012,219**	**1,980,287**		**1,980,287**	
Fund Balance at End of Year	**$ 1,980,287**	**$ 1,932,519**		**$ 2,653,485**	

Airport Fund

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	$ 198,000	$ 50,000	$ 50,000	$ 50,000	100.0%
Service fees	148,680	157,000	32,525	161,815	103.1%
Fuel flowage fees	1,357,351	1,119,600	276,442	1,195,788	106.8%
Rental income	5,584,356	5,301,700	1,430,265	5,618,212	106.0%
Interest income and other	(76,989)	60,000	88,261	409,053	681.8%
Total Operating Revenues:	**7,211,398**	**6,688,300**	**1,877,492**	**7,434,868**	**111.2%**
Operating Expenses:					
Personnel services	2,186,867	2,517,439	662,747	2,493,775	99.1%
Supplies	42,962	56,381	11,855	40,701	72.2%
Maintenance	463,108	671,801	158,033	687,155	102.3%
Contractual services	1,104,836	1,164,992	239,415	1,026,959	88.2%
Capital Replacement/Lease	257,928	232,928	58,232	232,928	100.0%
Debt service	712,246	885,718	125,069	708,067	79.9%
Capital Outlay	50,346	35,000	-	-	0.0%
Total Operating Expenses:	**4,818,293**	**5,564,259**	**1,255,352**	**5,189,583**	**93.3%**
Other financing uses:					
Transfer to Debt service fund	-	508,966	127,242	508,966	**100.0%**
Capital Projects (Cash Funded)	783,207	2,582,000	524,460	1,303,426	**50.5%**
Total Expenses:	**5,601,500**	**8,655,225**	**1,907,053**	**7,001,975**	**80.9%**
Net Change in Working Capital	1,609,898	(1,966,925)	(29,561)	432,892	
Working Capital at Beginning of Year	**6,146,329**	**7,756,227**		**7,756,227**	
Working Capital at End of Year	**$ 7,756,227**	**$ 5,789,302**		**$ 8,189,119**	

Utility Fund

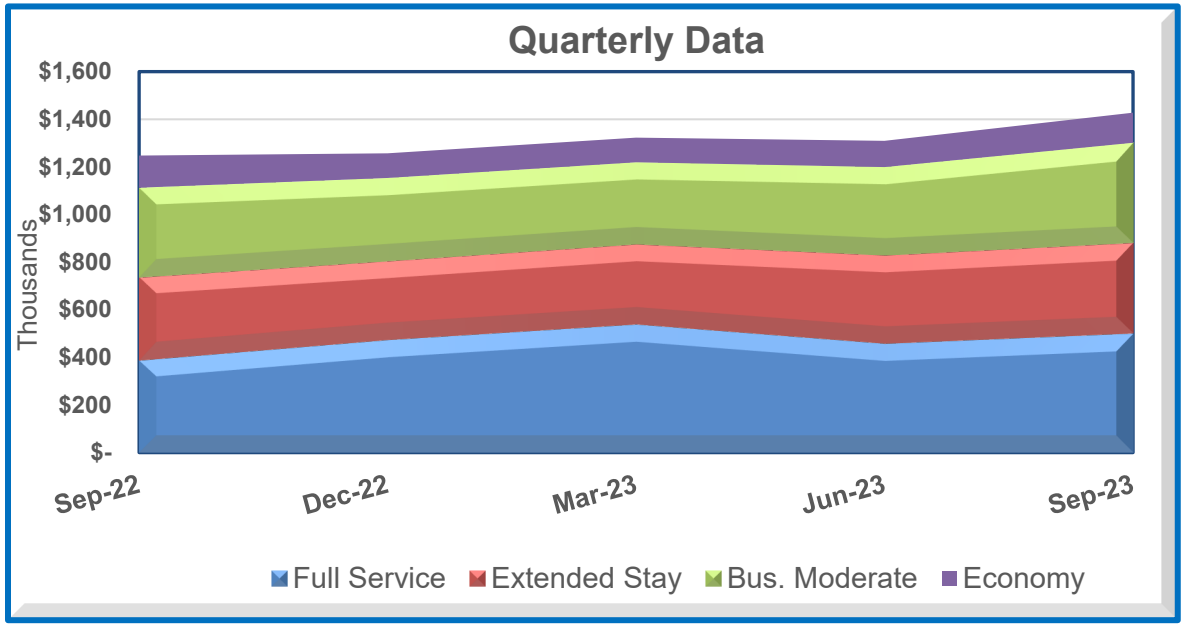
CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	$ 9,115,862	$ 8,452,239	$ 3,334,289	$ 9,437,297	111.7%
Sewer charges	6,330,760	6,709,962	1,757,431	6,647,135	99.1%
Tap fees	37,780	10,587	64,370	119,263	1126.5%
Penalties	125,985	91,874	28,515	118,932	129.5%
Interest income and other	(198,486)	135,114	57,712	192,719	142.6%
Total Operating Revenues:	**15,411,901**	**15,399,776**	**5,242,318**	**16,515,345**	**107.2%**
Operating expenses:					
Personnel services	2,539,000	2,733,900	712,310	2,623,652	96.0%
Supplies	240,249	232,112	52,071	218,101	94.0%
Maintenance	936,177	903,462	443,784	941,592	104.2%
Contractual services					
Water purchases	4,339,663	4,577,486	1,138,165	4,424,647	96.7%
Wastewater treatment	3,631,976	3,831,839	816,256	3,909,952	102.0%
Other services	893,725	1,602,058	391,622	1,262,546	78.8%
Capital Replacement/Lease	231,584	206,584	51,646	206,584	100.0%
Debt service	1,526,320	1,744,029	340,547	1,742,999	99.9%
Capital outlay	-	75,000	7,453	77,858	103.8%
Total Operating Expenses:	**14,338,694**	**15,906,470**	**3,953,854**	**15,407,932**	**96.9%**
Capital Projects (Cash Funded)	-	79,000	-	-	**0.0%**
Total Expenses:	**14,338,694**	**15,985,470**	**3,953,854**	**15,407,932**	**96.4%**
Net Change in Working Capital	1,073,207	(585,694)	1,288,464	1,107,413	
Working Capital at Beginning of Year	**6,393,749**	**7,466,956**		**7,466,956**	
Working Capital at End of Year	**$ 7,466,956**	**$ 6,881,262**		**$ 8,574,369**	

Stormwater Utility Fund

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	$ 2,558,788	$ 2,554,023	$ 600,301	$ 2,548,749	99.8%
Interest income and other	(303,310)	100,000	67,765	239,567	239.6%
Total Operating Revenues:	**2,255,478**	**2,654,023**	**668,066**	**2,788,317**	**105.1%**
Operating expenses					
Personnel services	374,451	417,276	117,153	429,977	103.0%
Supplies	16,903	16,100	14,354	49,548	307.8%
Maintenance	101,042	321,280	214,394	331,020	103.0%
Contractual services	294,146	359,710	152,300	331,425	92.1%
Capital Replacement/Lease	10,000	10,000	2,500	10,000	100.0%
Debt service	493,199	491,390	30,693	490,713	99.9%
Capital outlay	29,457	60,000	-	56,127	93.5%
Total Operating Expenses:	**1,319,198**	**1,675,756**	**531,393**	**1,698,810**	**101.4%**
Other financing uses:					
Transfer to Debt service fund	-	400,439	100,110	400,439	**100.0%**
Capital Projects (Cash Funded)	402,532	2,838,033	423,962	1,500,074	**52.9%**
Total Expenses:	**1,721,730**	**4,914,228**	**1,055,464**	**3,599,323**	**73.2%**
Net Change in Working Capital	533,748	(2,260,205)	(387,398)	(811,007)	
Working Capital at Beginning of Year	**8,921,610**	**9,455,358**		**9,455,358**	
Working Capital at End of Year	**$ 9,455,358**	**$ 7,195,153**		**$ 8,644,351**	

Hotel Occupancy Tax Collections

	Rooms		July - Sept 2023		23 to 22
	Number	%	Amount	%	% Diff.
Full Service					
Marriott Quorum	547	15%	234,042	18%	13%
Renaissance	528	14%	266,235	20%	49%
	1,075	29%	500,277	38%	29%
Extended Stay					
Budget Suites	344	9%	13,011	1%	4%
Mainstay Suites	70	2%	6,382	0%	-40%
Marriott Residence Inn	150	4%	85,410	6%	9%
Hyatt House	132	4%	51,058	4%	15%
Homewood Suites	120	3%	41,556	3%	-8%
Home2Suites	132	4%	82,291	6%	-6%
Springhill Suites	159	4%	58,630	4%	9%
	1,107	30%	338,338	26%	2%
Business Moderate					
Marriott Courtyard Quorum	176	5%	85,620	7%	10%
[1] LaQuinta Inn	152	4%	33,162	3%	-36%
Marriott Courtyard Midway	145	4%	63,713	5%	34%
Radisson - Addison	101	3%	28,381	2%	-11%
Hilton Garden Inn	96	3%	46,790	4%	-2%
Holiday Inn Express	97	3%	47,025	4%	7%
Holiday Inn Beltway	102	3%	29,424	2%	38%
Best Western Plus	84	2%	24,838	2%	-5%
	953	26%	358,954	27%	3%
Economy					
Motel 6	127	3%	35,595	3%	-5%
The Addison Inn	158	4%	20,991	2%	100%
Red Roof Inn	105	3%	31,043	2%	-4%
Quality Suites North/Galleria	78	2%	27,792	2%	12%
[1] America's Best Value Inn	60	2%	4,105	0%	-52%
	528	14%	119,526	9%	16%
TOTAL	3,663	100%	1,317,095	100%	13%



[1] Not yet received one or more payments for the quarter

Investment Report Summary

TOWN OF ADDISON
Investments
For the quarter ending September 30, 2023

	Book Value	Market Value	Interest Revenue	Weighted Average Yield-to-Maturity
9/30/2023	132,459,863	127,771,813	1,001,454	3.33%
6/30/2023	134,594,579	129,594,790	860,096	2.83%
Change	(2,134,716)	(1,822,976)	141,357	0.50%
% Change	-1.59%	-1.41%	16.44%	17.54%

Department of Finance

Quarterly Review

For the Period Ended September 30, 2023

Town of Addison

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To: **David Gaines, City Manager**

From: **Steven Glickman, Chief Financial Officer**

Re: **Fourth Quarter Financial Review**

Date: **11/14/2023**

This is the fourth quarter report for the 2022-2023 fiscal year. Revenues and expenditures reflect activity from July 1, 2023 through September 30, 2023 or 100 percent of the fiscal year.

GENERAL FUND

- Fiscal year-to-date revenue totals $47.7 million, which is 107.8 percent of the overall budget amount. Sales tax collections are at 109.6 percent of the fiscal year 2023 budget. Alcoholic beverage tax collections are at 111.1 percent of the fiscal year 2023 budget.

- Fiscal year-to-date expenditures and transfers total approximately $43.7 million, which is 97.2 percent of budget. All departments are at or below their respective budgets for fiscal year 2023.

HOTEL FUND

- Revenues through the fourth quarter total approximately $6.5 million, 109.2 percent of the fiscal year 2023 budget. Hotel occupancy tax collections are 111.5 percent of budget for twelve months of collections. Collections have not been received by all hoteliers for September. Proceeds from Special Events are below budget and slightly below the prior fiscal year. Overall, revenue decreased slightly from the prior fiscal year due to the receipt of ARPA funds in September 2022.

- Hotel Fund expenditures of $6.2 million are 90.3 percent of budget, and $677 thousand more than this time a year ago. Performing Arts expenditures are at 100 percent due to the full payment of the Water Tower Theater primary grant. Special events expenditures are at 91.7 percent of budget.

AIRPORT FUND

- Operating revenue through the fourth quarter totals approximately $7.4 million or 111.2 percent of the fiscal year 2023 budget.
- Operating expenses total $5.2 million, or 93.3 percent of fiscal year 2023 budget.
- Total year-to-date net income for the Airport Fund is $433 thousand.

UTILITY FUND

- Operating revenue through the fourth quarter totals $16.5 million, or 107.2 percent of the fiscal year 2023 budget. Water revenues for twelve months are at 111.7 percent of the fiscal year 2023 budget and sewer revenues are at 99.1 percent of the fiscal year 2023 budget. The year-to-date revenue is higher than the prior year.

- Operating expenses through the fourth quarter total approximately $15.4 million, or 96.9 percent of the fiscal year 2023 budget. Water wholesale purchases and wastewater treatment expenses are below the FY2023 budget.

STORMWATER FUND

- Operating revenue through the fourth quarter total $2.8 million, or 105.1 percent of the fiscal year 2023 budget.

- Operating expenses through the fourth quarter total approximately $1.7 million, or 101.4 percent of the fiscal year 2023 budget. The percentage to budget is driven by our debt service payment, which is made in the fourth quarter of the fiscal year.

- Through the fourth quarter $1.5 million has been spent on cash-funded capital projects.

Executive Dashboard - 4th Quarter, 2023 Fiscal Year

Financial Indicators

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

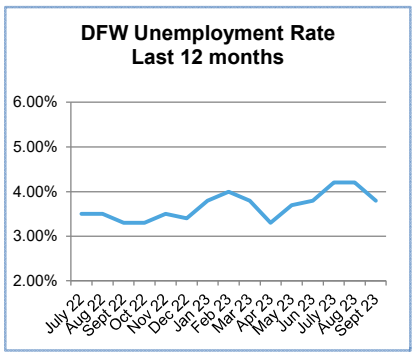
Key Revenue Sources	FY2023 Budget	Actual through 9/30/23	% Annual Budget
Ad Valorem Taxes - General Fund	$ 22,409,394	$ 22,739,622	101.47%
Non-Property Taxes - General Fund	16,421,417	18,022,335	109.75%
Hotel Tax	4,800,000	5,350,572	111.47% [1]
Franchise Fees - General Fund	2,155,000	2,120,599	98.40%
Service/Permitting/License Fees - General Fund	3,238,590	3,339,286	103.11%
Fines and Penalties - All Funds	336,874	504,833	149.86%
Special Event Revenue - Hotel Fund	1,127,000	1,037,859	92.09%
Fuel Flowage Fees - Airport Fund	1,119,600	1,195,788	106.80%
Water and Sewer Charges - Utility Fund	15,162,201	16,084,431	106.08%

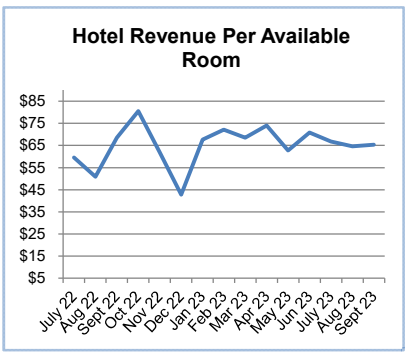
Key Expenditures	FY2023 Budget	Actual through 9/30/23	% Annual Budget
General Fund	$ 44,963,065	$ 43,691,079	97.17%
Hotel Fund	6,906,049	6,238,241	90.33%
Economic Development	2,176,459	1,507,825	69.28%
Airport Operations	5,564,259	5,189,583	93.27%
Utility Operations	15,906,470	15,407,932	96.87%

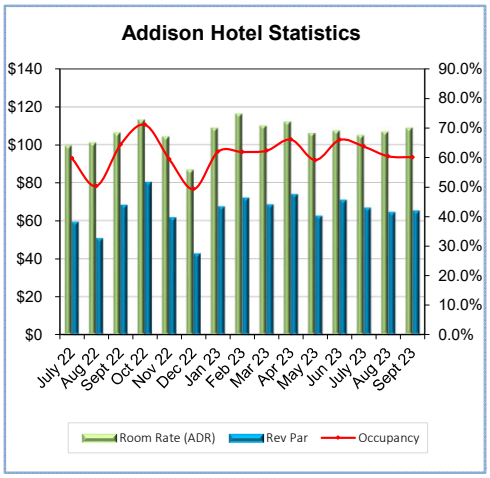
[1] Hotel tax revenue has not been collected from all hoteliers

Executive Dashboard - 4th Quarter, 2023 Fiscal Year

Economic Indicators







Occupancy Indicators:

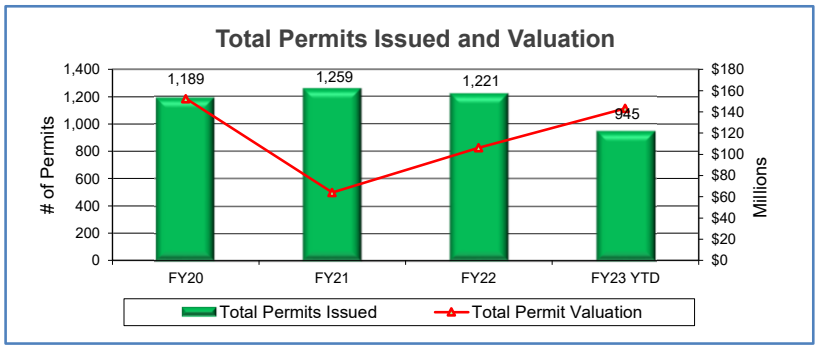
Office Occupancy =	Retail Occupancy =
78.9%	94.8%
0.7%	2.0%

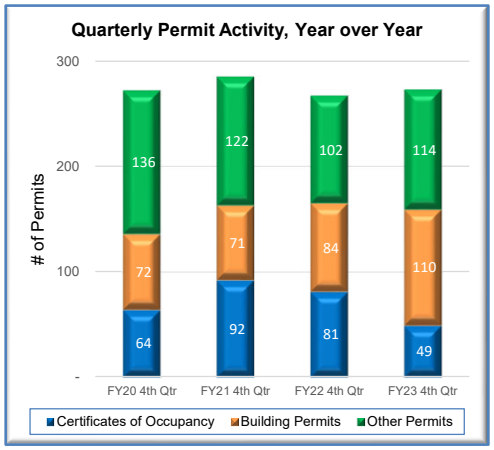
Source: CoStar (compares to prior year Q4)

Hotel Indicators

Hotel Occupancy =	RevPar =
61.4%	$65.60
7.2%	27.2%

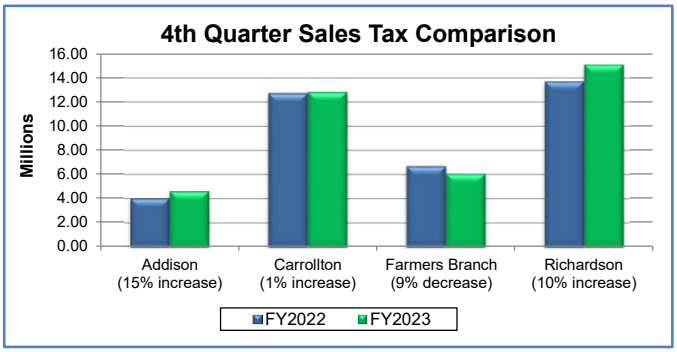
Source: STR Report (compares to prior year Q4)





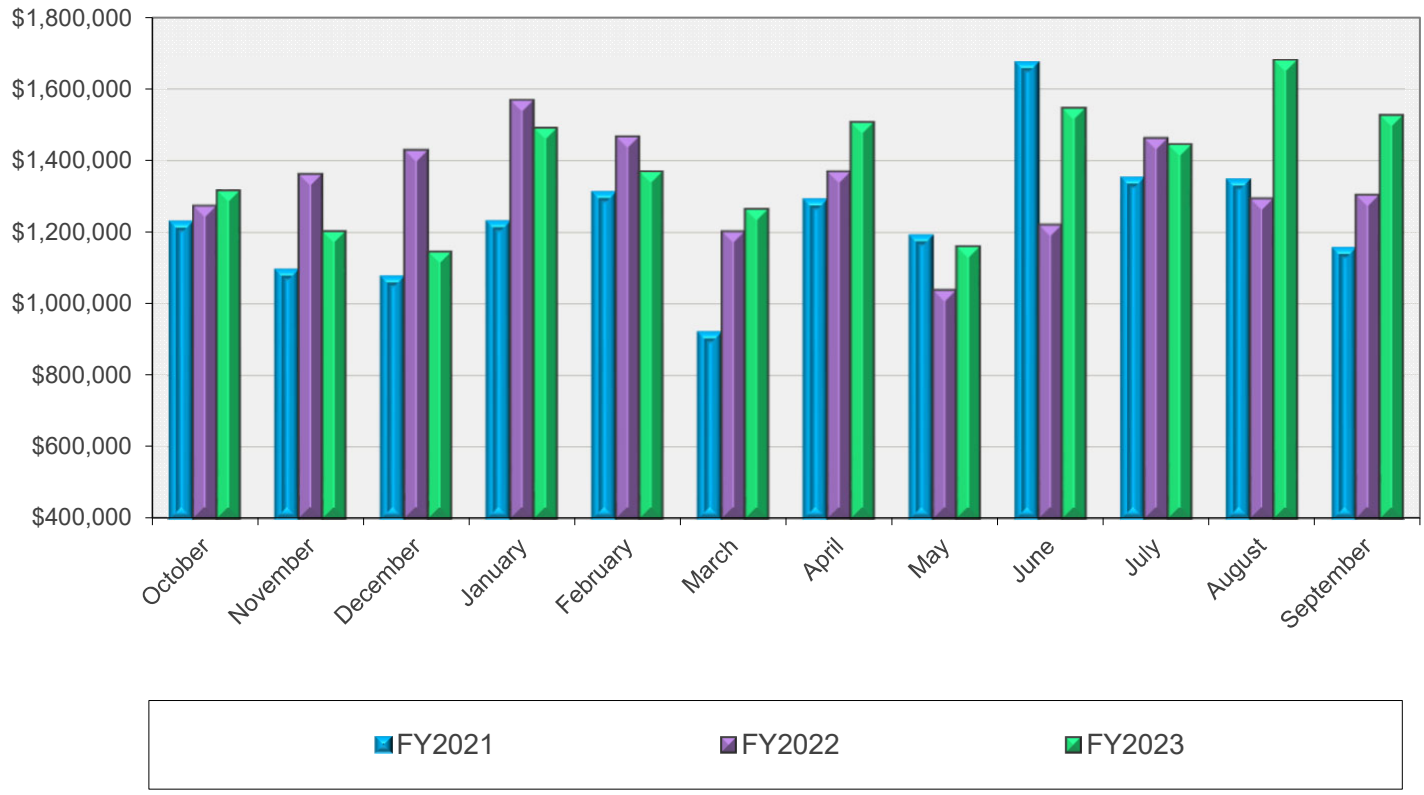
Economic Development Incentives:

Executed Agreements	Amount Paid FY23	Total Incentives Committed
8	$321,639	$834,323



Executive Dashboard - 4th Quarter, 2023 Fiscal Year

Sales Tax Information



Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

TOWN OF ADDISON

GENERAL FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	$ 20,603,683	$ 22,559,394	$ (39,472)	$ 22,917,929	101.6%
Delinquent taxes	(207,701)	(200,000)	(7,961)	(249,526)	124.8% [1]
Penalty & interest	58,070	50,000	17,700	71,219	142.4%
Non-property taxes:					
Sales tax	15,997,283	15,196,417	4,654,503	16,661,868	109.6%
Alcoholic beverage tax	1,350,605	1,225,000	311,925	1,360,467	111.1%
Franchise / right-of-way use fees:					
Electric franchise	1,499,435	1,575,000	333,331	1,492,204	94.7%
Gas franchise	275,373	250,000	-	349,536	139.8%
Telecommunication access fees	185,927	200,000	39,098	168,873	84.4%
Cable franchise	124,416	130,000	26,228	109,986	84.6%
Street rental fees	(6,500)	-	-	-	0.0%
Licenses and permits:					
Business licenses and permits	148,026	209,700	73,098	190,558	90.9%
Building and construction permits	972,526	960,400	169,059	1,037,203	108.0%
Intergovernmental	3,982	-	-	-	0.0%
Service fees:					
Public safety	1,093,844	1,026,000	304,283	1,081,265	105.4%
Urban development	50,110	47,200	13,245	57,560	121.9%
Streets and sanitation	440,857	480,700	118,999	448,317	93.3%
Recreation	39,690	70,300	24,382	80,093	113.9%
Interfund	438,870	444,290	111,073	444,290	100.0%
Court fines	301,404	245,000	114,715	385,900	157.5%
Interest earnings	(1,105,426)	200,000	210,799	721,726	360.9%
Rental income	8,300	8,000	2,400	8,340	104.3%
Other	421,465	290,500	37,797	317,772	109.4%
Total Revenues	**42,694,239**	**44,967,901**	**6,515,200**	**47,655,580**	**106.0%**

[1] Represents prior year tax payment refunds

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

TOWN OF ADDISON

GENERAL FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	187,884	232,150	48,132	192,118	82.8%
City Manager	1,246,441	1,209,782	296,035	1,157,309	95.7%
Finance	1,750,249	1,911,940	500,395	1,881,164	98.4%
General Services	1,271,406	1,508,609	611,838	1,480,654	98.1%
Municipal Court	692,928	741,479	161,090	703,146	94.8%
Human Resources	660,144	758,481	213,175	743,923	98.1%
Information Technology	1,952,454	2,318,608	580,775	1,971,445	85.0%
Combined Services	1,215,036	1,485,125	239,286	1,467,006	98.8% (1)
Council Projects	332,678	342,850	44,631	333,021	97.1% (2)
Public Safety:					
Police	10,597,376	11,362,815	3,031,164	11,370,638	100.1%
Emergency Communications	1,607,261	1,764,387	398,800	1,728,464	98.0%
Fire	9,267,049	9,907,123	2,665,547	9,931,989	100.3%
Development Services	1,643,483	2,037,699	566,024	1,927,706	94.6%
Streets	2,047,734	2,487,000	984,977	2,242,374	90.2%
Parks and Recreation:					
Parks	4,632,050	4,991,045	1,638,935	4,829,651	96.8%
Recreation	1,476,485	1,903,972	557,447	1,730,470	90.9%
Other financing uses:					
Transfers to other funds	1,841,875	-	-	-	0.0%
Total Expenditures	**42,422,533**	**44,963,065**	**12,538,251**	**43,691,079**	**97.2%**
Net Change in Fund Balance	271,706	4,836	(6,023,051)	3,964,501	
Fund Balance at Beginning of Year	**20,243,675**	**20,515,381**		**20,515,381**	
Fund Balance at End of Year	**$ 20,515,381**	**$ 20,520,217**		**$ 24,479,882**	

(1) TML insurance and worker's compensation contributions for FY2023 and Village on the Parkway Incentive

(2) Includes primary NPO grant payment for non-profit grant funding.

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

TOWN OF ADDISON

HOTEL FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes	$ 4,353,355	$ 4,800,000	$ 1,317,095	$ 5,350,572	111.5% (1)
Proceeds from special events	1,051,805	1,127,000	324,854	1,037,859	92.1%
Rental income	113,718	30,000	54,744	97,322	324.4%
Interest and miscellaneous	1,972,830	20,100	35,688	41,714	207.5%
Total Revenues	**7,491,708**	**5,977,100**	**1,732,381**	**6,527,467**	**109.2%**
Expenditures:					
Addison theatre centre	273,261	313,279	112,483	325,823	104.0%
Conference centre	229,056	220,510	51,406	187,626	85.1%
General hotel operations	151,625	186,197	38,817	169,142	90.8%
Marketing	887,942	1,193,362	279,505	914,320	76.6%
Performing arts	377,500	379,089	-	379,089	100.0% (2)
Special events	825,661	1,088,337	304,574	964,456	88.6%
Special events operations	2,431,963	2,757,275	1,545,460	2,529,785	91.7%
Attractions Capital Projects	-	-	-	-	0.0%
Other financing uses:					
Transfer to Economic Development Fund	384,000	768,000	192,000	768,000	100.0%
Total Expenditures	**5,561,008**	**6,906,049**	**2,524,246**	**6,238,241**	**90.3%**
Net Change in Fund Balance	1,930,700	(928,949)	(791,864)	289,226	
Fund Balance at Beginning of Year	**2,710,600**	**4,641,300**		**4,641,300**	
Fund Balance at End of Year	**$ 4,641,300**	**$ 3,712,351**		**$ 4,930,526**	

(1) Hotel tax collections have not been received by all hoteliers

(2) NPO primary grant payment and matching funds for non-profit grant funding to Water Tower Theatre

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

TOWN OF ADDISON

ECONOMIC DEVELOPMENT FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Revenues:					
Ad Valorem taxes:	$ 1,179,713	$ 1,280,691	$ (1,699)	$ 1,298,984	101.4%
Business license fee	32,450	50,000	800	33,105	66.2%
Interest income and other	(91,704)	30,000	20,502	80,934	269.8%
Transfers from General/Hotel Fund	384,000	768,000	192,000	768,000	100.0%
Total Revenues	**1,504,459**	**2,128,691**	**211,603**	**2,181,024**	**102.5%**
Expenditures:					
Personnel services	516,409	577,836	54,142	496,031	85.8%
Supplies	15,843	18,371	5,680	16,560	90.1%
Maintenance	20,582	30,720	1,021	9,736	31.7%
Contractual services	761,946	1,536,160	335,045	972,127	63.3%
Debt Service	221,611	13,372	3,343	13,372	100.0%
Total Expenditures	**1,536,391**	**2,176,459**	**399,231**	**1,507,825**	**69.3%**
Net Change in Fund Balance	(31,932)	(47,768)	(187,628)	673,198	
Fund Balance at Beginning of Year	**2,012,219**	**1,980,287**		**1,980,287**	
Fund Balance at End of Year	**$ 1,980,287**	**$ 1,932,519**		**$ 2,653,485**	

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

AIRPORT FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating Revenues:					
Operating grants	$ 198,000	$ 50,000	$ 50,000	$ 50,000	100.0%
Service fees	148,680	157,000	32,525	161,815	103.1%
Fuel flowage fees	1,357,351	1,119,600	276,442	1,195,788	106.8%
Rental income	5,584,356	5,301,700	1,430,265	5,618,212	106.0%
Interest income and other	(76,989)	60,000	88,261	409,053	681.8%
Total Operating Revenues:	**7,211,398**	**6,688,300**	**1,877,492**	**7,434,868**	**111.2%**
Operating Expenses:					
Personnel services	2,186,867	2,517,439	662,747	2,493,775	99.1%
Supplies	42,962	56,381	11,855	40,701	72.2%
Maintenance	463,108	671,801	158,033	687,155	102.3%
Contractual services	1,104,836	1,164,992	239,415	1,026,959	88.2%
Capital Replacement/Lease	257,928	232,928	58,232	232,928	100.0%
Debt service	712,246	885,718	125,069	708,067	79.9%
Capital Outlay	50,346	35,000	-	-	0.0%
Total Operating Expenses:	**4,818,293**	**5,564,259**	**1,255,352**	**5,189,583**	**93.3%**
Other financing uses:					
Transfer to Debt service fund	-	508,966	127,242	508,966	**100.0%**
Capital Projects (Cash Funded)	783,207	2,582,000	524,460	1,303,426	**50.5%**
Total Expenses:	**5,601,500**	**8,655,225**	**1,907,053**	**7,001,975**	**80.9%**
Net Change in Working Capital	1,609,898	(1,966,925)	(29,561)	432,892	
Working Capital at Beginning of Year	**6,146,329**	**7,756,227**		**7,756,227**	
Working Capital at End of Year	**$ 7,756,227**	**$ 5,789,302**		**$ 8,189,119**	

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

UTILITY FUND

FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Water sales	$ 9,115,862	$ 8,452,239	$ 3,334,289	$ 9,437,297	111.7%
Sewer charges	6,330,760	6,709,962	1,757,431	6,647,135	99.1%
Tap fees	37,780	10,587	64,370	119,263	1126.5%
Penalties	125,985	91,874	28,515	118,932	129.5%
Interest income and other	(198,486)	135,114	57,712	192,719	142.6%
Total Operating Revenues:	**15,411,901**	**15,399,776**	**5,242,318**	**16,515,345**	**107.2%**
Operating expenses:					
Personnel services	2,539,000	2,733,900	712,310	2,623,652	96.0%
Supplies	240,249	232,112	52,071	218,101	94.0%
Maintenance	936,177	903,462	443,784	941,592	104.2%
Contractual services					
Water purchases	4,339,663	4,577,486	1,138,165	4,424,647	96.7%
Wastewater treatment	3,631,976	3,831,839	816,256	3,909,952	102.0%
Other services	893,725	1,602,058	391,622	1,262,546	78.8%
Capital Replacement/Lease	231,584	206,584	51,646	206,584	100.0%
Debt service	1,526,320	1,744,029	340,547	1,742,999	99.9%
Capital outlay	-	75,000	7,453	77,858	103.8%
Total Operating Expenses:	**14,338,694**	**15,906,470**	**3,953,854**	**15,407,932**	**96.9%**
Capital Projects (Cash Funded)	-	79,000	-	-	**0.0%**
Total Expenses:	**14,338,694**	**15,985,470**	**3,953,854**	**15,407,932**	**96.4%**
Net Change in Working Capital	1,073,207	(585,694)	1,288,464	1,107,413	
Working Capital at Beginning of Year	**6,393,749**	**7,466,956**		**7,466,956**	
Working Capital at End of Year	**$ 7,466,956**	**$ 6,881,262**		**$ 8,574,369**	

Positive variance compared to historical trends	Positive
Negative variance of 3%-5% and more than $50,000 compared to historical trends	Warning
Negative variance of >5% and more than $50,000 compared to historical trends	Negative

STORMWATER UTILITY FUND

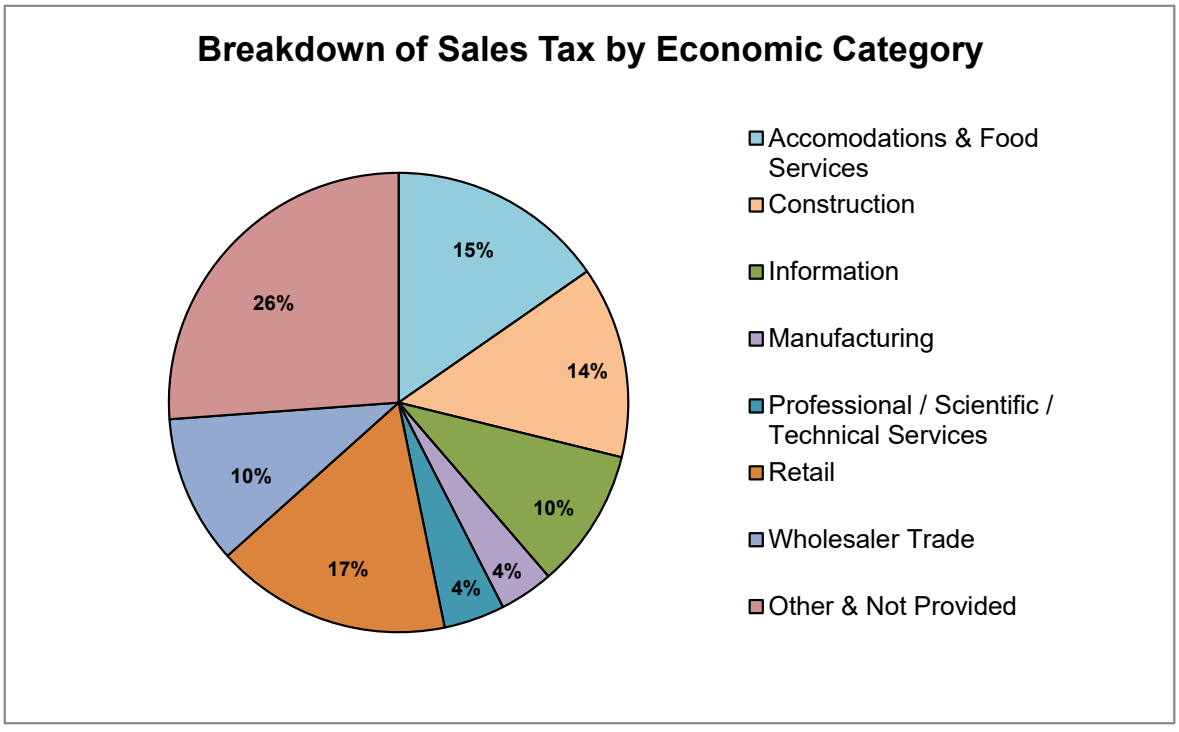
FY2023 QUARTERLY STATEMENT OF REVENUES AND EXPENDITURES COMPARED TO BUDGET

With Comparative Information from Prior Fiscal Year

CATEGORY	FY 2021-22 ACTUAL PRIOR YEAR	FY 2022-23 REVISED BUDGET	FY 2022-23 ACTUAL 4TH QTR	FY 2022-23 ACTUAL YTD	ACTUAL YTD as % of Budget
Operating revenues:					
Drainage Fees	$ 2,558,788	$ 2,554,023	$ 600,301	$ 2,548,749	99.8%
Interest income and other	(303,310)	100,000	67,765	239,567	239.6%
Total Operating Revenues:	**2,255,478**	**2,654,023**	**668,066**	**2,788,317**	**105.1%**
Operating expenses					
Personnel services	374,451	417,276	117,153	429,977	103.0%
Supplies	16,903	16,100	14,354	49,548	307.8%
Maintenance	101,042	321,280	214,394	331,020	103.0%
Contractual services	294,146	359,710	152,300	331,425	92.1%
Capital Replacement/Lease	10,000	10,000	2,500	10,000	100.0%
Debt service	493,199	491,390	30,693	490,713	99.9%
Capital outlay	29,457	60,000	-	56,127	93.5%
Total Operating Expenses:	**1,319,198**	**1,675,756**	**531,393**	**1,698,810**	**101.4%**
Other financing uses:					
Transfer to Debt service fund	-	400,439	100,110	400,439	**100.0%**
Capital Projects (Cash Funded)	402,532	2,838,033	423,962	1,500,074	**52.9%**
Total Expenses:	**1,721,730**	**4,914,228**	**1,055,464**	**3,599,323**	**73.2%**
Net Change in Working Capital	533,748	(2,260,205)	(387,398)	(811,007)	
Working Capital at Beginning of Year	**8,921,610**	**9,455,358**		**9,455,358**	
Working Capital at End of Year	**$ 9,455,358**	**$ 7,195,153**		**$ 8,644,351**	

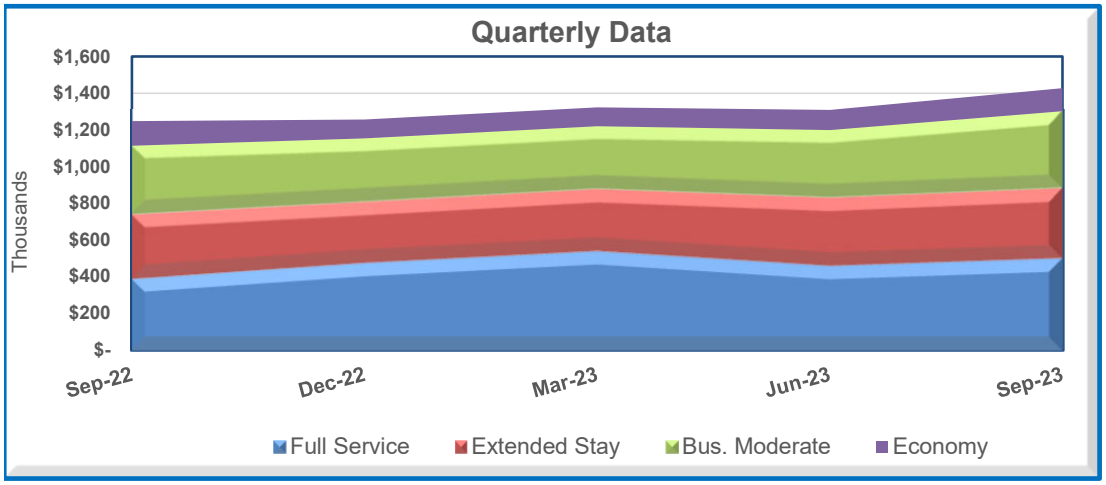
TOWN OF ADDISON
Schedule of Sales Tax Collections
For the quarter ending September 30, 2023

	FY2022 Monthly Collections	% Change from Prior Year	FY2023 Monthly Collections
October	$ 1,273,977	3.3%	$ 1,316,545
November	1,362,516	-11.7%	1,202,884
December	1,430,169	-19.9%	1,145,606
January	1,569,646	-5.0%	1,491,449
February	1,467,367	-6.6%	1,370,185
March	1,202,011	5.2%	1,264,607
April	1,370,124	10.1%	1,507,915
May	1,038,643	11.8%	1,161,332
June	1,220,982	26.7%	1,546,842
July	1,462,725	-1.2%	1,445,780
August	1,294,958	29.8%	1,681,154
September	1,304,166	17.1%	1,527,569
	$ 15,997,283		**16,661,868**
Budget:	14,710,875	109.6%	15,196,417



Executive Dashboard - 4th Quarter, 2023 Fiscal Year
HOTEL OCCUPANCY TAX COLLECTION
Hotels By Service Type for the Quarter and Year-to-Date Ended September 30, 2023
With Comparative Information from Prior Fiscal Year

	Rooms		July - Sept 2023		23 to 22
	Number	%	Amount	%	% Diff.
Full Service					
Marriott Quorum	547	15%	234,042	18%	13%
Renaissance	528	14%	266,235	20%	49%
	1,075	29%	500,277	38%	29%
Extended Stay					
Budget Suites	344	9%	13,011	1%	4%
Mainstay Suites	70	2%	6,382	0%	-40%
Marriott Residence Inn	150	4%	85,410	6%	9%
Hyatt House	132	4%	51,058	4%	15%
Homewood Suites	120	3%	41,556	3%	-8%
Home2Suites	132	4%	82,291	6%	-6%
Springhill Suites	159	4%	58,630	4%	9%
	1,107	30%	338,338	26%	2%
Business Moderate					
Marriott Courtyard Quorum	176	5%	85,620	7%	10%
LaQuinta Inn	152	4%	33,162	3%	-36%
Marriott Courtyard Midway	145	4%	63,713	5%	34%
Radisson - Addison	101	3%	28,381	2%	-11%
Hilton Garden Inn	96	3%	46,790	4%	-2%
Holiday Inn Express	97	3%	47,025	4%	7%
Holiday Inn Beltway	102	3%	29,424	2%	38%
Best Western Plus	84	2%	24,838	2%	-5%
	953	26%	358,954	27%	3%
Economy					
Motel 6	127	3%	35,595	3%	-5%
The Addison Inn	158	4%	20,991	2%	100%
Red Roof Inn	105	3%	31,043	2%	-4%
Quality Suites North/Galleria	78	2%	27,792	2%	12%
[(1)] America's Best Value Inn	60	2%	4,105	0%	-52%
	528	14%	119,526	9%	16%
TOTAL	3,663	100%	1,317,095	100%	13%



[(1)] Not yet received one or more payments for the quarter

TOWN OF ADDISON

Investment Portfolio
September 30, 2023

COMPLIANCE

This report was prepared in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.03(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report, which covers the quarter ended September 30, 2023, is signed by the Town's investment officers and includes the disclosures required in the PFIA.

Performance Benchmark

US Treasury | 6 Months 5.51%

Asset Category	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
CD 50%	6,863,000.00	6,713,127.65	6,862,550.72	5.18	4.02	696
CP 30%	4,000,000.00	3,944,072.00	3,947,202.87	2.98	5.41	88
LGIP | State 70 %	30,104,150.79	30,104,150.79	30,104,150.79	22.73	5.53	1
Money Market 20%	300,000.00	298,119.00	300,000.00	0.23	0.55	46
Municipal Bonds 50%	39,614,649.71	38,234,106.97	40,611,457.93	30.66	1.65	657
US Agency | Treasury 70%	50,640,000.00	48,478,236.89	50,634,500.51	38.23	3.12	832
Total / Average	**131,521,800.50**	**127,771,813.30**	**132,459,862.82**	**100.00**	**3.33**	**558**

Steven Glickman, Chief Finance Officer — Date: 10-23-23

Amanda Turner, Assistant Finance Director — Date: 10-23-23

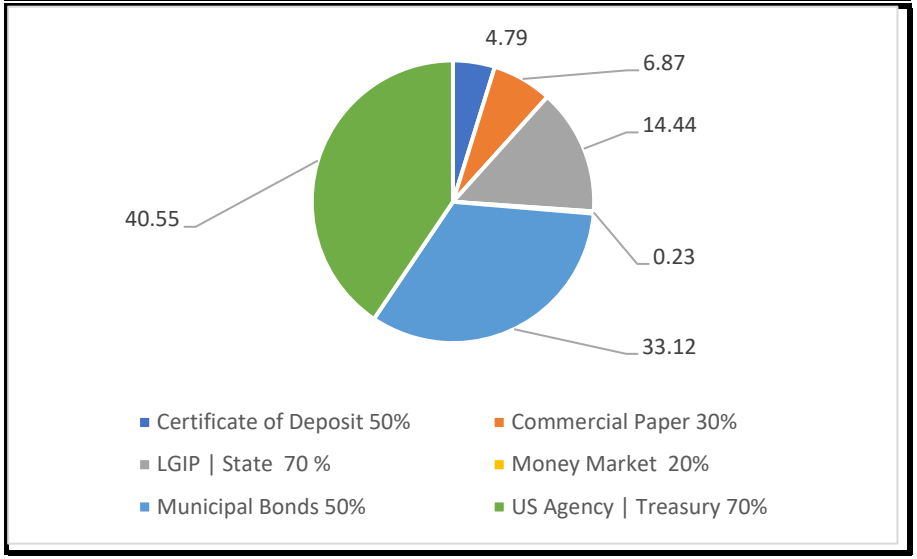
Town of Addison | TX
Distribution by Asset Category - Market Value
All Portfolios

Begin Date: 06/30/2023, End Date: 9/30/2023

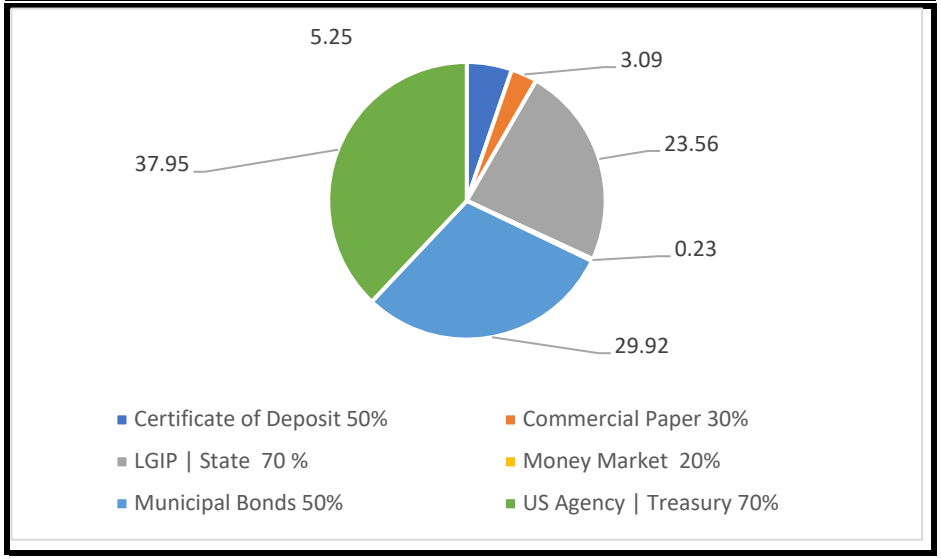
Asset Category Allocation

Asset Category	Market Value 6/30/2023	% of Portfolio	Market Value 9/30/2023	% of Portfolio
Certificate of Deposit 50%	6,209,440.29	4.79	6,713,127.65	5.25
Commercial Paper 30%	8,901,331.00	6.87	3,944,072.00	3.09
LGIP | State 70 %	18,711,016.59	14.44	30,104,150.79	23.56
Money Market 20%	294,447.00	0.23	298,119.00	0.23
Municipal Bonds 50%	42,917,656.32	33.12	38,234,106.97	29.92
US Agency | Treasury 70%	52,560,898.52	40.55	48,478,236.89	37.95
Total / Average	**129,594,789.72**	**100.00**	**127,771,813.30**	**100.00**

Portfolio Holdings as of 6/30/2023



Portfolio Holdings as of 9/30/2023



Asset Category | Investment Policy Compliance

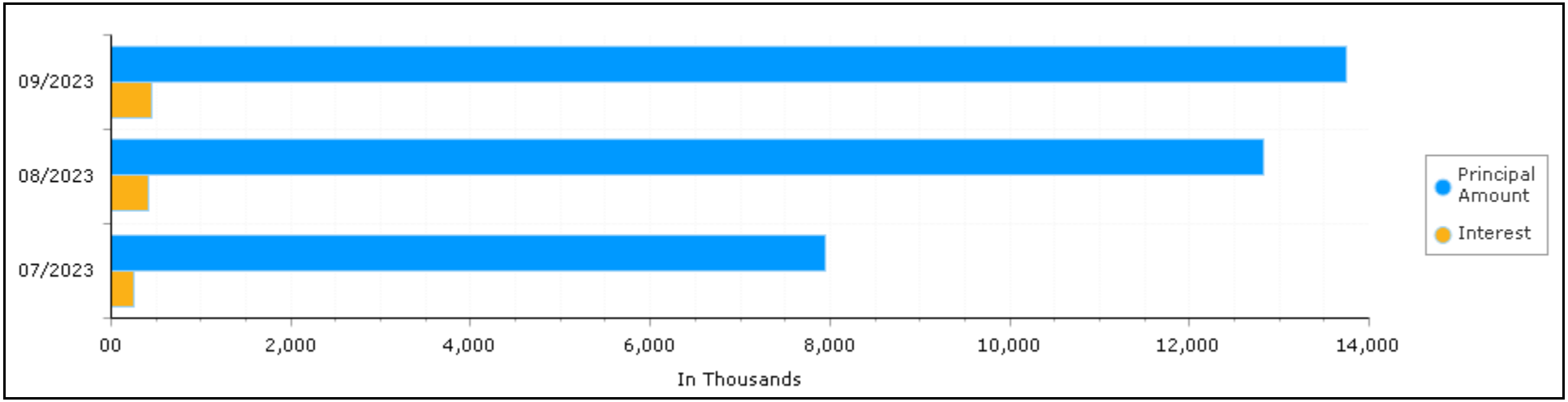
Compliance | Yes

Town of Addison | TX
Portfolio Summary by Month
All Portfolios

Begin Date: 7/31/2023, End Date: 9/30/2023

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
7/31/2023	125,892,085.92	130,732,165.64	-4,840,079.72	2.96	5.38	1.56	613
8/31/2023	123,558,089.93	128,182,357.64	-4,624,267.71	3.17	5.41	1.59	627
9/30/2023	127,771,813.30	132,459,862.82	-4,688,049.52	3.34	5.55	1.45	557
Total / Average	**125,740,663.05**	**130,458,128.70**	**-4,717,465.65**	**3.16**	**5.45**	**1.53**	**599**

Actual Cash Flow

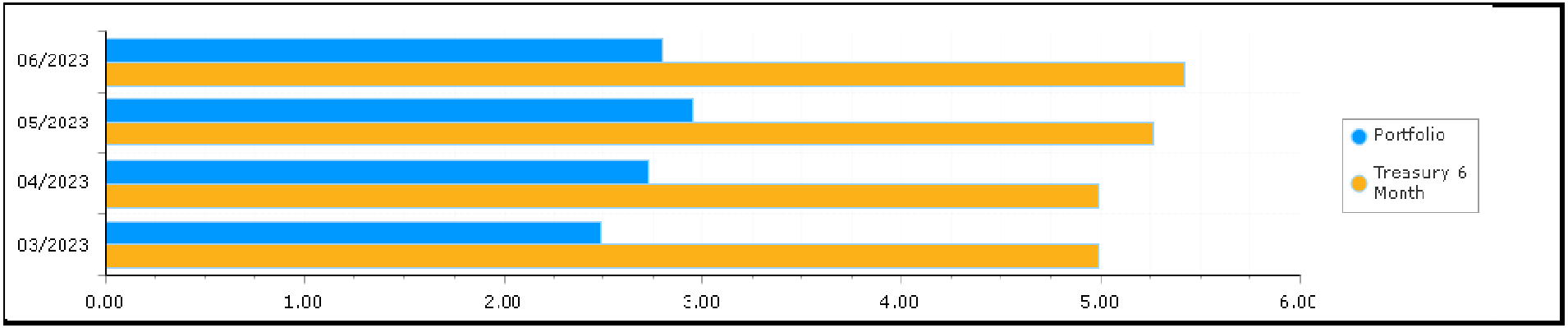


Town of Addison | TX
Total Rate of Return - Book Value by Month
All Portfolios

Begin Date: 06/30/2023, End Date: 9/30/2023

Month	1 Purchased Interest	2 Sell Interest	3 Interest Dividends	4 Amortization Discount	5 Amortization Premium	6 Difference in Accrued Interest	Interest Earned During the Period - BV	Annualized TRR-BV	Treasury 6 Month
7/31/2023	0.00	0.00	249,460.23	41,413.16	-58,776.62	96,288.05	328,384.82	3.05	5.53
8/31/2023	0.00	0.00	417,972.63	32,949.45	-58,776.69	-68,762.94	323,382.45	3.10	5.54
9/30/2023	-20,000.00	0.00	458,815.60	24,199.89	-56,202.01	-57,126.91	349,686.57	3.36	5.51
Total/Average	**-20,000.00**	**0.00**	**1,126,248.46**	**98,562.50**	**-173,755.32**	**-29,601.80**	**1,001,453.84**	**3.16**	**5.53**

Annualized TRR-BV



Interest Earned During the Period - Book Value | Represents the cumulative total for all revenue 1 - 6.

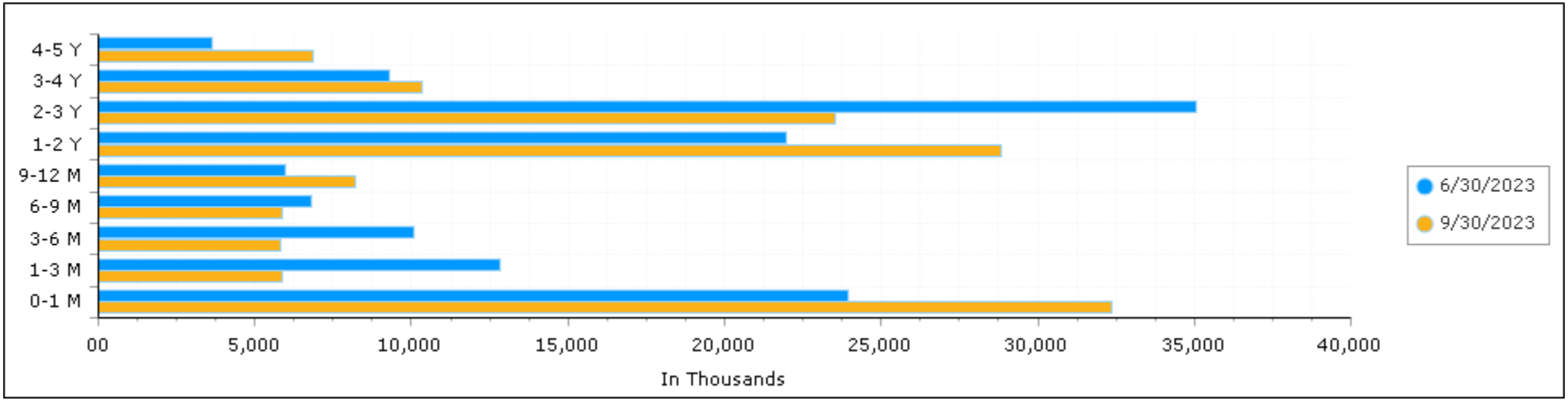
Town of Addison | TX
Distribution by Maturity Range - Market Value
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Maturity Range Allocation

Maturity Range	Market Value 6/30/2023	% of Portfolio 6/30/2023	Market Value 9/30/2023	% of Portfolio 9/30/2023
0-1 Month	23,956,636.59	18.49	32,350,193.70	25.32
1-3 Months	12,830,045.69	9.90	5,886,869.54	4.61
3-6 Months	10,053,450.89	7.76	5,826,578.61	4.56
6-9 Months	6,788,553.80	5.24	5,889,670.50	4.61
9-12 Months	5,954,728.20	4.59	8,213,955.46	6.43
1-2 Years	21,980,611.83	16.96	28,835,691.53	22.57
2-3 Years	35,059,314.28	27.05	23,554,262.04	18.43
3-4 Years	9,321,296.41	7.19	10,355,527.80	8.10
4-5 Years	3,650,152.03	2.82	6,859,064.12	5.37
Total / Average	**129,594,789.72**	**100.00**	**127,771,813.30**	**100.00**

Portfolio Holdings



Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Agency | Bullet								
FFCB Step 7/20/2026		7/20/2021	1,500,000.00	91.09	1,366,340.99	1.13%	Moodys-Aaa	1024
3130AN5K2	1,500,000.00	1.25	1,500,000.00	4.94	4,375.00	-133,659.01	S&P-AA+	2.75
FHLB 0.76 1/19/2024		1/19/2022	999,250.00	98.58	985,839.23	0.75%	Moodys-Aaa	111
3130AQFK4	1,000,000.00	0.80	999,886.83	5.51	1,498.89	-14,047.60	S&P-AA+	0.3
FHLB 5 12/6/2023		11/7/2022	1,000,000.00	99.88	998,791.46	0.75%	Moodys-Aaa	67
3130ATVJ3	1,000,000.00	5.00	1,000,000.00	5.58	15,833.33	-1,208.54	S&P-AA+	0.18
			3,499,250.00		**3,350,971.68**	**2.63%**		**490**
Sub Total Agency | Bullet	**3,500,000.00**	**2.19**	**3,499,886.83**	**5.28**	**21,707.22**	**-148,915.15**		**1.32**
Agency | Callable								
FFCB 0.48 2/10/2025-21		9/22/2021	999,000.00	93.41	934,077.37	0.75%	Moodys-Aaa	499
3133EMZ70	1,000,000.00	0.51	999,597.09	5.58	666.67	-65,519.72	S&P-AA+	1.36
FFCB 0.61 5/23/2025-21		9/22/2021	999,900.00	92.54	925,423.24	0.75%	Moodys-Aaa	601
3133EM3E0	1,000,000.00	0.61	999,955.16	5.40	2,151.94	-74,531.92	S&P-AA+	1.64
FFCB 0.94 4/28/2026-22		4/28/2021	1,000,000.00	89.85	898,508.09	0.75%	Moodys-Aaa	941
3133EMXQ0	1,000,000.00	0.94	1,000,000.00	5.20	3,968.89	-101,491.91	S&P-AA+	2.54
FFCB 5.85 6/6/2028-23		6/8/2023	999,500.00	98.69	986,923.18	0.75%	Moodys-Aaa	1711
3133EPLV5	1,000,000.00	5.86	1,000,000.00	6.17	18,525.00	-13,076.82	S&P-AA+	4.09
FHLB 0.43 4/29/2024-21		7/29/2021	1,000,000.00	97.08	970,772.08	0.75%	Moodys-Aaa	29
3130AND72	1,000,000.00	0.43	1,000,000.00	5.62	728.61	-29,227.92	S&P-AA+	0.58
FHLB 0.52 10/7/2024-22		10/7/2021	1,000,000.00	95.05	950,457.94	0.75%	Moodys-Aaa	7
3130APAF2	1,000,000.00	0.52	1,000,000.00	5.59	2,498.89	-49,542.06	S&P-AA+	1.02
FHLB 0.65 12/9/2024-21		6/9/2021	1,500,000.00	94.43	1,416,430.68	1.13%	Moodys-Aaa	9
3130AMJX1	1,500,000.00	0.65	1,500,000.00	5.55	3,006.25	-83,569.32	S&P-AA+	1.19
FHLB 0.75 12/30/2025-22		9/30/2021	1,000,000.00	90.53	905,345.68	0.75%	Moodys-Aaa	92
3130AP2G9	1,000,000.00	0.75	1,000,000.00	5.27	0.00	-94,654.32	S&P-AA+	2.23

Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB 1 9/30/2026-22		9/30/2021	1,000,000.00	88.70	887,015.01	0.75%	Moodys-Aaa	91
3130AP6D2	1,000,000.00	1.00	1,000,000.00	5.11	0.00	-112,984.99	S&P-AA+	2.96
FHLB 1.6 1/19/2027-22		1/19/2022	1,000,000.00	89.39	893,900.19	0.75%	Moodys-Aaa	19
3130AQJ87	1,000,000.00	1.60	1,000,000.00	5.13	3,155.56	-106,099.81	S&P-AA+	3.21
FHLB 3.75 7/25/2024-22		7/25/2022	1,000,000.00	98.53	985,346.89	0.75%	Moodys-Aaa	25
3130ASKS7	1,000,000.00	3.75	1,000,000.00	5.60	6,770.83	-14,653.11	S&P-AA+	0.81
FHLB 4.1 6/30/2027-23		6/30/2022	1,000,000.00	95.68	956,815.79	0.75%	Moodys-Aaa	91
3130ASG52	1,000,000.00	4.10	1,000,000.00	5.39	10,250.00	-43,184.21	S&P-AA+	3.47
FHLB 5.5 5/15/2025-23		5/18/2023	2,139,465.00	99.33	2,125,662.60	1.62%	Moodys-Aaa	15
3130AVZ62	2,140,000.00	5.51	2,139,564.21	5.93	44,137.50	-13,901.61	S&P-AA+	1.55
FHLB 5.75 6/27/2025-23		6/27/2023	1,000,000.00	99.50	995,023.75	0.75%	Moodys-Aaa	27
3130AWEJ5	1,000,000.00	5.75	1,000,000.00	6.05	14,854.17	-4,976.25	S&P-AA+	1.66
FHLB 6 7/24/2028-23		7/24/2023	1,000,000.00	98.83	988,256.75	0.75%	Moodys-Aaa	24
3130AWKC3	1,000,000.00	6.00	1,000,000.00	6.28	11,000.00	-11,743.25	S&P-AA+	4.21
FHLB 6.1 8/28/2028-23		8/28/2023	1,500,000.00	98.95	1,484,198.31	1.13%	Moodys-Aaa	59
3130AWTX8	1,500,000.00	6.10	1,500,000.00	6.35	8,133.33	-15,801.69	S&P-AA+	4.29
FHLB Step 11/15/2024-23		11/15/2022	996,870.00	99.81	998,147.54	0.75%	Moodys-Aaa	46
3130ATQD2	1,000,000.00	5.47	998,237.77	6.01	17,437.50	-90.23	S&P-AA+	1.09
FHLB Step 2/18/2027-22		2/18/2022	1,000,000.00	91.75	917,534.97	0.75%	Moodys-Aaa	49
3130AQPR8	1,000,000.00	2.06	1,000,000.00	5.13	1,516.67	-82,465.03	S&P-AA+	3.26
FHLB Step 3/29/2027-22		3/29/2022	1,000,000.00	94.50	945,025.58	0.75%	Moodys-Aaa	90
3130ARCD1	1,000,000.00	3.25	1,000,000.00	5.49	69.44	-54,974.42	S&P-AA+	3.33
FHLB Step 4/14/2027-23		4/14/2022	1,000,000.00	96.37	963,712.40	0.75%	Moodys-Aaa	197
3130ARGS4	1,000,000.00	3.92	1,000,000.00	5.79	13,833.33	-36,287.60	S&P-AAA	3.29

Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB Step 5/12/2026-21		5/12/2021	1,500,000.00	91.27	1,369,022.81	1.13%	Moodys-Aaa	43
3130AMDE9	1,500,000.00	1.19	1,500,000.00	5.17	5,750.00	-130,977.19	S&P-AA+	2.57
FHLB Step 6/10/2026-21		6/10/2021	1,500,000.00	91.60	1,373,942.37	1.13%	Moodys-Aaa	984
3130AMMW9	1,500,000.00	1.19	1,500,000.00	4.86	6,875.00	-126,057.63	S&P-AA+	2.65
FHLB Step 6/9/2026-23		6/9/2021	1,000,000.00	91.59	915,918.83	0.75%	Moodys-Aaa	983
3130AMMJ8	1,000,000.00	1.05	1,000,000.00	4.87	4,625.00	-84,081.17	S&P-AA+	2.63
FHLB Step 9/30/2027-22		9/30/2022	1,000,000.00	98.87	988,738.04	0.75%	Moodys-Aaa	91
3130AT6R3	1,000,000.00	6.25	1,000,000.00	7.15	0.00	-11,261.96	S&P-AA+	3.64
FHLMC 0.57 9/24/2025-21		9/24/2020	2,000,000.00	91.28	1,825,675.18	1.51%	Moodys-Aaa	85
3134GWUG9	2,000,000.00	0.57	2,000,000.00	5.26	190.00	-174,324.82	S&P-AA+	1.97
FHLMC 2.4 10/25/2023-22		4/25/2022	1,000,000.00	99.81	998,111.91	0.75%	Moodys-Aaa	25
3134GXQM9	1,000,000.00	2.40	1,000,000.00	5.08	10,333.33	-1,888.09	S&P-AA+	0.07
FHLMC 5.17 5/28/2024-23		11/30/2022	1,000,000.00	99.62	996,157.36	0.75%	Moodys-Aaa	241
3134GY2N1	1,000,000.00	5.17	1,000,000.00	5.76	17,520.56	-3,842.64	S&P-AA+	0.65
FHLMC 5.25 6/20/2024-23		12/20/2022	1,500,000.00	99.65	1,494,815.13	1.13%	Moodys-Aaa	81
3134GY5N8	1,500,000.00	5.25	1,500,000.00	5.73	21,875.00	-5,184.87	S&P-AA+	0.71
FHLMC 5.3 2/27/2026-23		2/27/2023	1,000,000.00	98.81	988,068.04	0.75%	Moodys-Aaa	58
3134GYJB9	1,000,000.00	5.30	1,000,000.00	5.84	4,858.33	-11,931.96	S&P-AA+	2.28
FHLMC 5.375 5/18/2026-23		5/18/2023	1,000,000.00	98.86	988,615.64	0.75%	Moodys-Aaa	49
3134GYRX2	1,000,000.00	5.38	1,000,000.00	5.85	19,708.33	-11,384.36	S&P-AA+	2.44
FHLMC 5.625 3/13/2026-23		3/13/2023	2,000,000.00	99.16	1,983,235.60	1.51%	Moodys-Aaa	74
3134GYK76	2,000,000.00	5.63	2,000,000.00	6.00	5,312.50	-16,764.40	S&P-AA+	2.32
FHLMC 6 3/25/2027-23		9/26/2023	1,500,000.00	100.00	1,499,928.33	1.13%	Moodys-Aaa	87
3134H1CB7	1,500,000.00	6.00	1,500,000.00	6.00	1,000.00	-71.67	S&P-AA+	3.2

Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLMC 6.25 9/28/2028-23		9/28/2023	1,500,000.00	100.00	1,499,964.36	1.13%	Moodys-Aaa	89
3134H1CJ0	1,500,000.00	6.25	1,500,000.00	6.25	520.83	-35.64	S&P-AA+	4.36
FHLMC Step 4/28/2025-22		4/28/2022	1,000,000.00	97.66	976,614.42	0.75%	Moodys-Aaa	28
3134GXQR8	1,000,000.00	3.44	1,000,000.00	5.66	12,666.67	-23,385.58	S&P-AA+	1.53
FNMA 0.56 8/21/2025-23		8/21/2020	1,500,000.00	91.58	1,373,682.26	1.13%	Moodys-Aaa	52
3136G4N74	1,500,000.00	0.56	1,500,000.00	5.30	910.00	-126,317.74	S&P-AA+	1.88
FNMA 0.625 8/27/2025-21		8/27/2020	1,500,000.00	91.50	1,372,532.58	1.13%	Moodys-Aaa	58
3136G4V59	1,500,000.00	0.63	1,500,000.00	5.37	859.38	-127,467.42	S&P-AA+	1.9
FNMA 0.71 7/22/2025-21		7/22/2020	1,499,925.00	92.11	1,381,605.59	1.13%	Moodys-Aaa	22
3136G4A45	1,500,000.00	0.71	1,499,972.88	5.34	2,011.67	-118,367.29	S&P-AA+	1.8
FNMA 5.4 11/25/2024-23		11/25/2022	1,000,000.00	99.48	994,832.16	0.75%	Moodys-Aaa	56
3135GACZ2	1,000,000.00	5.40	1,000,000.00	5.86	18,750.00	-5,167.84	S&P-AA+	1.11
			46,134,660.00		**44,150,038.65**	**34.69%**		**187**
Sub Total Agency | Callable	**46,140,000.00**	**3.21**	**46,137,327.11**	**5.63**	**296,471.18**	**-1,987,288.46**		**2.25**
CD | Negotiable								
Arsenal CU MO 5.1 1/21/2025-24		1/20/2023	245,000.00	99.29	243,271.34	0.18%	NCUA Insured	112
04288LAA6	245,000.00	5.10	245,000.00	5.66	342.33	-1,728.66	NCUA Insured	1.27
Austin Telco CU TX 5 1/26/2024		1/27/2023	245,000.00	99.86	244,645.81	0.18%	NCUA Insured	118
052392CR6	245,000.00	5.00	245,000.00	5.46	973.29	-354.19	NCUA Insured	0.32
BMW Bank UT 0.65 9/17/2024		9/17/2021	245,000.00	95.30	233,484.57	0.18%	FDIC Insured	353
05580AD68	245,000.00	0.65	245,000.00	5.73	56.72	-11,515.43	FDIC Insured	0.96
Centris Federal CU 5.75 9/20/2024		9/22/2023	245,000.00	100.06	245,137.79	0.18%	NCUA Insured	356
15643VAC6	245,000.00	5.75	245,000.00	5.70	308.77	137.79	NCUA Insured	0.95
City Federal CU TX 4.9 1/18/2024		1/18/2023	245,000.00	99.83	244,595.74	0.18%	NCUA Insured	110
17783PAH4	245,000.00	4.90	245,000.00	5.45	394.68	-404.26	NCUA Insured	0.3

Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
City of Allen CU TX 3.2 7/22/2024		7/22/2022	245,000.00	98.08	240,287.22	0.18%	NCUA Insured	296
22551KAA0	245,000.00	3.20	245,000.00	5.66	1,503.56	-4,712.78	NCUA Insured	0.8
Connexus CR 5.4 6/15/2028-24		6/15/2023	245,000.00	99.74	244,363.86	0.18%	NCUA Insured	259
20825WBN9	245,000.00	5.40	245,000.00	5.46	543.70	-636.14	NCUA Insured	4.16
DOC Federal CU 3.5 7/1/2024-22		6/29/2022	245,000.00	98.45	241,193.65	0.18%	NCUA Insured	29
24951TAU9	245,000.00	3.50	245,000.00	5.61	23.49	-3,806.35	NCUA Insured	0.74
Farmers Insurance Group 5 1/18/2024		1/18/2023	245,000.00	99.86	244,669.13	0.18%	FDIC Insured	110
30960QAM9	245,000.00	5.00	245,000.00	5.45	402.74	-330.87	FDIC Insured	0.3
GHS Federal CU 5.6 8/17/2028-25		8/17/2023	245,000.00	100.04	245,101.13	0.18%	NCUA Insured	506
36266LAB2	245,000.00	5.60	245,000.00	5.59	488.66	101.13	NCUA Insured	4.27
Goldman Sachs Bank 1.05 9/8/2026		9/8/2021	245,000.00	88.29	216,304.17	0.18%	FDIC Insured	1074
38149MZJ5	245,000.00	1.05	245,000.00	5.41	155.05	-28,695.83	FDIC Insured	2.9
Liberty Federal CU IA 4.9 1/16/2024		1/13/2023	245,000.00	99.84	244,604.03	0.18%	NCUA Insured	108
53052LAG4	245,000.00	4.90	245,000.00	5.46	953.82	-395.97	NCUA Insured	0.29
Luana Savings Bank IA 0.2 11/20/2023		3/8/2022	242,420.00	99.26	246,163.58	0.19%	FDIC Insured	51
549104TM9	248,000.00	1.55	247,550.72	5.64	183.45	-1,387.14	FDIC Insured	0.14
Pacific Western Bank, CA 5.35 5/17/2028-24		5/17/2023	245,000.00	99.63	244,093.18	0.18%	FDIC Insured	230
69506YZB8	245,000.00	5.35	245,000.00	5.44	4,883.89	-906.82	FDIC Insured	4.08
Pentagon Federal CU 1.25 1/31/2025		1/31/2022	245,000.00	94.34	231,129.79	0.18%	NCUA Insured	489
70962LBA9	245,000.00	1.25	245,000.00	5.67	0.00	-13,870.21	NCUA Insured	1.32
Rogue Univesrity CU OR 5.1 1/20/2028-23		1/20/2023	245,000.00	99.20	243,044.65	0.18%	NCUA Insured	20
77535MAM5	245,000.00	5.10	245,000.00	5.31	342.33	-1,955.35	NCUA Insured	3.87
Sallie Mae Bank UT 1.1 8/11/2026		8/12/2021	245,000.00	88.65	217,188.02	0.18%	FDIC Insured	1046
795451AK9	245,000.00	1.10	245,000.00	5.43	369.18	-27,811.98	FDIC Insured	2.82

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Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Scient Federal CU 5.6 6/21/2024		9/21/2023	245,000.00	100.01	245,014.37	0.18%	NCUA Insured	265
80865MAD9	245,000.00	5.60	245,000.00	5.59	338.30	14.37	NCUA Insured	3.24
Space Age Federal CU CO 5.05 1/26/2024		1/27/2023	245,000.00	99.87	244,682.20	0.18%	NCUA Insured	118
84611JAB9	245,000.00	5.05	245,000.00	5.46	101.69	-317.80	NCUA Insured	0.32
State Bank of India NY 1.15 9/28/2026		9/28/2021	245,000.00	88.38	216,542.40	0.18%	FDIC Insured	1094
856285XL0	245,000.00	1.15	245,000.00	5.40	15.44	-28,457.60	FDIC Insured	2.95
Synchrony Bank 0.65 9/17/2024		9/17/2021	245,000.00	95.30	233,484.57	0.18%	FDIC Insured	353
87165FA20	245,000.00	0.65	245,000.00	5.73	56.72	-11,515.43	FDIC Insured	0.96
Technology CU CA 5 1/21/2025		1/19/2023	245,000.00	99.16	242,952.85	0.18%	NCUA Insured	479
87868YAG8	245,000.00	5.00	245,000.00	5.66	369.18	-2,047.15	NCUA Insured	1.27
Truliant Federal CU 5.15 3/23/2026		3/22/2023	245,000.00	99.21	243,073.44	0.18%	NCUA Insured	905
89789AAH0	245,000.00	5.15	245,000.00	5.49	276.55	-1,926.56	FDIC Insured	2.33
Uncle CU CA 5 1/25/2024		1/25/2023	245,000.00	99.86	244,648.37	0.18%	NCUA Insured	117
90307LAB0	245,000.00	5.00	245,000.00	5.45	167.81	-351.63	NCUA Insured	0.32
United Heritage CU TX 5.15 3/21/2025		3/21/2023	245,000.00	99.30	243,295.36	0.18%	NCUA Insured	538
91334AAL7	245,000.00	5.15	245,000.00	5.64	0.00	-1,704.64	NCUA Insured	1.43
Valley Strong CU CA 5.1 7/18/2025-23		1/18/2023	245,000.00	99.14	242,902.73	0.18%	NCUA Insured	18
920133AL9	245,000.00	5.10	245,000.00	5.60	410.79	-2,097.27	NCUA Insured	1.72
VYStar CU FL 5.2 3/10/2028-25		3/10/2023	245,000.00	99.39	243,502.02	0.18%	NCUA Insured	527
92891CDA7	245,000.00	5.20	245,000.00	5.36	1,012.22	-1,497.98	NCUA Insured	3.96
Worker's CU MA 5.25 5/26/2028-23		5/26/2023	245,000.00	99.49	243,751.68	0.18%	NCUA Insured	57
98138MBY5	245,000.00	5.25	245,000.00	5.37	140.96	-1,248.32	NCUA Insured	4.14
			6,857,420.00		**6,713,127.65**	**5.05%**		**348**
Sub Total CD | Negotiable	**6,863,000.00**	**4.02**	**6,862,550.72**	**5.53**	**14,815.32**	**-149,423.07**		**1.86**
Commercial Paper								

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Lloyds Bank 0 11/20/2023		2/24/2023	961,846.11	99.20	992,049.00	0.75%	Moodys-P1	51
53948BYL7	1,000,000.00	5.31	992,881.74	5.66	0.00	-832.74	S&P-A1	0.14
Toyota Credit PR 0 5/17/2024		8/21/2023	958,725.00	96.36	963,630.00	0.73%	Moodys-P1	230
8923A0EH2	1,000,000.00	5.74	964,839.81	5.91	0.00	-1,209.81	S&P-A1	0.63
Toyota Motor Credit 0 10/13/2023		1/18/2023	962,735.56	99.79	997,931.00	0.75%	Moodys-P1	13
8923A1XD8	1,000,000.00	5.20	998,325.19	5.74	0.00	-394.19	S&P-A1	0.04
Toyota Motor Credit PR 0 12/1/2023		3/6/2023	961,000.00	99.05	990,462.00	0.75%	Moodys-P1	62
8923A1Z12	1,000,000.00	5.41	991,156.13	5.59	0.00	-694.13	S&P-A1	0.17
			3,844,306.67		**3,944,072.00**	**2.98%**		**88**
Sub Total Commercial Paper	**4,000,000.00**	**5.41**	**3,947,202.87**	**5.72**	**0.00**	**-3,130.87**		**0.24**
LGIP								
LOGIC | Operating LGIP		3/31/2023	24,372,167.14	100.00	24,372,167.14	18.4%	NR	1
LOGIC5010	24,372,167.14	5.55	24,372,167.14	5.55		0.00	NR	0
Texas CLASS LGIP		3/31/2023	3,627,225.89	100.00	3,627,225.89	2.74%	NR	1
TEXASCLASS0001	3,627,225.89	5.54	3,627,225.89	5.54		0.00	NR	0
TexPool | General LGIP		3/31/2023	1,053,792.60	100.00	1,053,792.60	0.8%	NR	1
TEXPOOL0003	1,053,792.60	5.36	1,053,792.60	5.36		0.00	NR	0
TexSTAR | Operating LGIP		3/31/2023	1,050,965.16	100.00	1,050,965.16	0.79%	NR	1
TEXSTAR1110	1,050,965.16	5.33	1,050,965.16	5.33		0.00	NR	0
			30,104,150.79		**30,104,150.79**	**22.73%**		**1**
Sub Total LGIP	**30,104,150.79**	**5.53**	**30,104,150.79**	**5.53**		**0.00**		**0**
Municipal Bonds								
Barbers Hill ISD TX 4 2/15/2026		4/29/2021	572,565.00	97.26	486,295.00	0.4%	Moodys-Aaa	869
067167YR1	500,000.00	0.90	535,951.15	5.24	2,500.00	-49,656.15	S&P-AAA	2.28
Berkeley County VA 0.886 12/1/2023		5/17/2021	1,022,120.00	99.23	1,002,212.90	0.76%	Moodys-Aa3	62
084244HX3	1,010,000.00	0.41	1,010,797.54	5.46	2,958.01	-8,584.64	NR	0.17

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Bi-State Development Agency MA 1.344 10/1/2025		4/20/2021	1,548,424.00	92.51	1,410,731.75	1.16%	Moodys-Aa2	732
088632CT9	1,525,000.00	0.99	1,535,543.68	5.34	10,191.07	-124,811.93	S&P-AA	1.97
City of Cedar Park TX 2.95 8/15/2025		10/23/2020	2,619,033.60	95.74	2,259,440.40	1.86%	NR	685
150461M57	2,360,000.00	0.63	2,460,899.19	5.37	8,702.50	-201,458.79	S&P-AA	1.83
Connecticut Green Bank CT 0.55 11/15/2023		5/11/2021	300,000.00	99.37	298,119.00	0.23%	NR	46
207580AP6	300,000.00	0.55	300,000.00	5.59	618.75	-1,881.00	S&P-AA-	0.13
Connecticut Green Bank CT 0.85 11/15/2024		5/11/2021	275,000.00	94.60	260,136.25	0.21%	NR	412
207580AQ4	275,000.00	0.85	275,000.00	5.88	876.56	-14,863.75	S&P-AA-	1.12
Connecticut Green Bank CT 1.2 11/15/2025		5/11/2021	200,000.00	91.12	182,244.00	0.15%	NR	777
207580AR2	200,000.00	1.20	200,000.00	5.69	900.00	-17,756.00	S&P-AA-	2.09
Connecticut State GO CT 2.098 7/1/2025		4/22/2021	247,346.90	94.57	222,244.20	0.18%	Moodys-Aa3	640
20772KJX8	235,000.00	0.82	240,156.65	5.38	1,218.88	-17,912.45	S&P-AA-	1.72
Connecticut State GO CT 5.73 3/15/2024		4/21/2021	1,386,207.90	100.00	1,205,024.10	0.93%	Moodys-Aa3	167
20772GE61	1,205,000.00	0.50	1,233,431.49	5.71	2,876.94	-28,407.39	S&P-AA-	0.46
Connecticut State Housing CT 2.097 11/15/2024		5/19/2021	314,586.00	95.63	286,896.00	0.23%	Moodys-Aaa	412
20775C6C3	300,000.00	0.68	304,701.84	6.17	2,359.12	-17,805.84	S&P-AAA	1.11
Dallas ISD TX 4 8/15/2025		4/22/2021	3,134,945.00	97.51	2,681,415.00	2.2%	Moodys-Aaa	685
235308D75	2,750,000.00	0.70	2,917,176.11	5.41	13,750.00	-235,761.11	S&P-AAA	1.82
Dallas Water-Sewer TX 1.007 10/1/2025		4/19/2021	1,366,929.00	92.13	1,243,701.00	1.02%	NR	732
23542JQP3	1,350,000.00	0.72	1,357,615.45	5.20	6,759.49	-113,914.45	S&P-AAA	1.98
Foothill-De Anza CC CA 0.906 8/1/2025-25		4/21/2021	705,677.00	92.36	646,499.00	0.53%	Moodys-Aaa	640
345102PG6	700,000.00	0.71	702,435.08	5.33	1,039.38	-55,936.08	S&P-AAA	1.82
Frisco Economical Development TX 1.9 2/15/2028		4/20/2023	446,230.00	87.17	435,865.00	0.34%	Moodys-Aa2	1599
358782CW8	500,000.00	4.40	451,204.18	5.22	1,187.50	-15,339.18	S&P-AA	4.19

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Garfiled Heights SD OH 3.1 12/15/2024-23		7/22/2021	262,500.00	96.88	242,200.00	0.19%	Moodys-Aa2	76
365820HB8	250,000.00	1.58	254,441.98	5.81	2,260.42	-12,241.98	NR	1.19
Hawaii State 5.33 2/1/2026-25		4/23/2021	1,805,790.00	100.09	1,501,410.00	1.25%	Moodys-Aa2	489
419791YT9	1,500,000.00	0.95	1,649,738.91	5.28	13,102.92	-148,328.91	S&P-AA+	2.21
Hernando County W/S FL 0.589 6/1/2024-24		4/29/2021	250,000.00	96.82	242,055.00	0.19%	Moodys-Aa2	244
427908EF1	250,000.00	0.59	250,000.00	5.49	486.74	-7,945.00	NR	0.67
Hillsborough County FL 3.751 10/1/2023		3/6/2023	247,572.50	100.00	250,000.00	0.19%	Moodys-A3	1
432275AF2	250,000.00	5.50	250,000.00	3.68	4,662.70	0.00	S&P-A	0
Jackson Energy TN 3.4 4/1/2026-23		9/29/2021	2,014,570.25	95.57	1,839,645.50	1.49%	NR	1
46873TAD5	1,925,000.00	2.31	1,974,743.09	5.32	32,543.19	-135,097.59	S&P-AA	2.38
Jefferson County MO 0.65 3/1/2024		5/6/2021	200,000.00	97.97	195,940.00	0.15%	NR	153
473142QW0	200,000.00	0.65	200,000.00	5.60	104.72	-4,060.00	S&P-AA+	0.42
Jefferson County MO 0.95 3/1/2025		5/6/2021	280,000.00	93.72	262,424.40	0.21%	NR	518
473142QX8	280,000.00	0.95	280,000.00	5.61	214.28	-17,575.60	S&P-A+	1.41
Jefferson County MO 1.2 3/1/2026		5/6/2021	300,000.00	90.56	271,692.00	0.23%	NR	883
473142QY6	300,000.00	1.20	300,000.00	5.41	290.00	-28,308.00	S&P-AA+	2.39
Kansas City MO 1.475 4/1/2026		4/21/2021	1,019,450.00	91.02	910,150.00	0.76%	Moodys-A1	914
485106UX4	1,000,000.00	1.07	1,009,838.14	5.36	7,334.03	-99,688.14	S&P-AA-	2.44
Maine Health & Higher Education 0.711 7/1/2024		5/19/2021	250,000.00	96.18	240,460.00	0.19%	Moodys-A1	245
56042RJ37	250,000.00	0.71	250,000.00	5.97	439.44	-9,540.00	S&P-AA	0.75
Maine Health & Higher Education 1.304 7/1/2026		7/8/2021	202,458.00	89.07	178,130.00	0.15%	Moodys-A1	975
56042RJ52	200,000.00	1.05	201,357.44	5.65	644.76	-23,227.44	S&P-AA	2.7
Maryland State 2.198 3/1/2025-25		5/19/2021	278,939.00	94.78	251,156.40	0.2%	Moodys-Aa1	490
57419TDX6	265,000.00	0.78	270,218.29	6.09	469.21	-19,061.89	NR	1.4

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Massachusetts State 5.203 6/1/2025-25		4/22/2021	1,173,160.00	99.26	992,600.00	0.81%	Moodys-Aa1	579
57604TAB2	1,000,000.00	0.90	1,070,302.96	5.67	17,198.81	-77,702.96	S&P-AAA	1.59
Missouri State 0.704 1/1/2024-23		9/21/2022	958,220.00	98.79	987,880.00	0.75%	Moodys-Aaa	62
60636UJQ3	1,000,000.00	4.09	991,751.59	5.56	1,740.44	-3,871.59	S&P-AAA	0.25
Mosaic District VA 1.711 3/1/2026-26		4/22/2021	257,205.00	91.33	228,332.50	0.19%	Moodys-A2	855
61945DAZ4	250,000.00	1.10	253,584.21	5.59	344.58	-25,251.71	S&P-AA	2.37
New Orleans LA 5 12/1/2023		7/22/2021	396,853.20	99.86	359,481.60	0.27%	Moodys-A1	62
64763FTY5	360,000.00	0.62	362,610.97	5.76	5,950.00	-3,129.37	S&P-AA	0.17
New York City NY 3.78 2/1/2026-24		4/16/2021	761,936.00	96.40	674,779.00	0.55%	Moodys-Aa1	124
64971WDP2	700,000.00	1.84	730,207.51	5.44	4,336.50	-55,428.51	S&P-AAA	2.24
New York City NY 5.075 11/1/2025-25		4/16/2021	614,411.20	98.99	514,768.80	0.43%	Moodys-Aa1	732
64971M5K4	520,000.00	0.98	563,364.28	5.59	10,922.53	-48,595.48	S&P-AAA	1.96
New York NY | Sinking 5.047 10/1/2024-22		4/16/2021	4,214,869.22	99.61	3,779,926.47	2.96%	Moodys-Aa2	1
64966H4M9	3,794,649.71	1.73	3,916,659.65	5.45	95,226.00	-136,733.18	S&P-AA	0.97
New York NY 5.687 12/1/2023-22		8/11/2022	1,027,610.00	99.96	999,590.00	0.76%	Moodys-Aa2	62
64966JAP1	1,000,000.00	3.50	1,003,538.26	5.82	18,798.69	-3,948.26	S&P-AA	0.17
New York State NY 2.406 1/1/2026-25		4/22/2021	423,820.00	93.86	375,436.00	0.31%	Moodys-A1	793
650009S20	400,000.00	1.10	411,437.49	5.33	2,379.27	-36,001.49	S&P-A	2.19
Oklahoma State OK 5.34 7/1/2024-24		3/6/2023	249,475.00	99.51	248,772.50	0.19%	NR	245
679087FD3	250,000.00	5.50	249,701.56	6.00	3,300.42	-929.06	S&P-AA-	0.74
Omaha NE 0.983 4/15/2026		5/21/2021	752,970.00	90.11	675,825.00	0.57%	Moodys-Aa2	928
6817126Z3	750,000.00	0.90	751,538.95	5.19	3,379.06	-75,713.95	S&P-AA+	2.5
Omaha Special OB | Sinking 6.4 2/1/2026-17		6/15/2021	474,712.25	100.65	427,775.25	0.34%	Moodys-Aa3	124
68189TBA3	425,000.00	3.63	450,120.55	6.09	4,457.78	-22,345.30	S&P-AA+	2.19

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Oregon State | Sinking 5.892 6/1/2027-24		11/17/2022	1,037,350.00	101.27	1,012,690.00	0.78%	Moodys-Aa1	245
68607LXQ5	1,000,000.00	4.96	1,030,200.27	5.50	19,476.33	-17,510.27	S&P-AA+	3.29
Pennsylvania State | Sinking 4.65 2/15/2026-26		6/9/2021	1,258,124.80	98.61	1,119,268.90	0.9%	Moodys-Aa3	838
70914PME9	1,135,000.00	2.20	1,197,461.91	5.28	6,597.19	-78,193.01	S&P-A+	2.26
San Francisco CA 1.286 8/1/2024		12/15/2021	457,652.65	96.17	437,550.75	0.34%	NR	306
79770GJA5	455,000.00	1.06	455,843.65	6.06	958.96	-18,292.90	S&P-AA	0.83
San Joaquin Hills CA 2.153 1/15/2027-26		1/24/2022	757,177.50	90.45	678,352.50	0.57%	Moodys-A1	1172
798111HF0	750,000.00	1.95	754,750.75	5.36	3,364.06	-76,398.25	S&P-AA	3.17
Savannah GA Hosp Auth | Sinking 6 7/1/2027-24		9/21/2023	1,502,805.00	99.92	1,498,830.00	1.13%	Moodys-A2	275
804833EZ0	1,500,000.00	5.94	1,502,786.69	6.02	22,250.00	-3,956.69	Fitch-A	3.37
South Dakota Educational 1.495 6/1/2026-26		9/23/2021	1,008,150.00	89.67	896,720.00	0.76%	Moodys-Aaa	944
83754LAX5	1,000,000.00	1.32	1,001,116.57	5.72	4,941.81	-104,396.57	S&P-AA	2.61
Sun City Fire District AZ 1.099 7/1/2024		11/8/2021	601,386.00	96.60	579,570.00	0.45%	NR	275
86666PAC2	600,000.00	1.01	600,393.54	5.78	1,630.18	-20,823.54	Fitch-A+	0.75
Sun City Fire District AZ 1.707 7/1/2026-26		11/8/2021	503,700.00	90.57	452,870.00	0.38%	NR	975
86666PAE8	500,000.00	1.54	502,191.62	5.44	2,110.04	-49,321.62	S&P-A+	2.69
Texas Public Finance TX 0.503 2/1/2024		12/23/2020	1,000,000.00	98.41	984,050.00	0.75%	Moodys-Aa1	124
882669BS2	1,000,000.00	0.50	1,000,000.00	5.33	824.36	-15,950.00	S&P-AA+	0.34
Texas Womans University TX 4 7/1/2025		5/12/2021	359,657.55	100.15	315,456.75	0.25%	Moodys-Aaa	640
882874KQ2	315,000.00	0.53	333,898.13	3.91	3,115.00	-18,441.38	NR	1.69
Tredyffrin Easttown SD PA 1.159 2/15/2026		5/6/2021	277,475.00	90.84	249,799.00	0.21%	Moodys-Aaa	869
894673TA0	275,000.00	0.97	276,231.12	5.32	398.41	-26,432.12	NR	2.34
University of Oklahoma OK 3.023 7/1/2025-22		7/1/2021	307,275.00	95.69	287,073.00	0.23%	NR	93
91476PDR6	300,000.00	2.38	303,184.06	5.64	2,242.06	-16,111.06	S&P-A+	1.71

Town of Addison | TX
Portfolio Holdings by Asset Class
All Portfolios

Date: 9/30/2023

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Virginia College VA 4.75 9/1/2024-24		5/6/2021	857,279.85	99.17	748,741.05	0.59%	Moodys-Aa1	306
927781VU5	755,000.00	0.62	783,331.43	5.68	2,888.92	-34,590.38	S&P-AA+	0.91
			42,483,619.37		**38,532,225.97**	**30.87%**		**457**
Sub Total Municipal Bonds	**39,914,649.71**	**1.64**	**40,911,457.93**	**5.48**	**357,322.01**	**-2,379,231.96**		**1.71**
Treasury Note								
T-Note 2 5/31/2024		4/13/2022	991,312.56	97.72	977,226.56	0.75%	Moodys-Aaa	244
912828XT2	1,000,000.00	2.42	997,286.57	5.52	6,666.67	-20,060.01	S&P-AA+	0.66
			991,312.56		**977,226.56**	**0.75%**		**244**
Sub Total Treasury Note	**1,000,000.00**	**2.42**	**997,286.57**	**5.52**	**6,666.67**	**-20,060.01**		**0.66**
			133,914,719.39		**127,771,813.30**	**100.00%**		**242**
TOTAL PORTFOLIO	**131,521,800.50**	**3.33**	**132,459,862.82**	**5.55**	**696,982.40**	**-4,688,049.52**		**1.46**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	7/24/2023	3130AWKC3	1,000,000.00	FHLB 6 7/24/2028-23	100.00	1,000,000.00	0.00	6.00	1,000,000.00
Buy	8/17/2023	36266LAB2	245,000.00	GHS Federal CU 5.6 8/17/2028-25	100.00	245,000.00	0.00	5.60	245,000.00
Buy	8/21/2023	8923A0EH2	1,000,000.00	Toyota Credit PR 0 5/17/2024	95.87	958,725.00	0.00	5.74	958,725.00
Buy	8/28/2023	3130AWTX8	1,500,000.00	FHLB 6.1 8/28/2028-23	100.00	1,500,000.00	0.00	6.10	1,500,000.00
Buy	9/21/2023	80865MAD9	245,000.00	Scient Federal CU 5.6 6/21/2024	100.00	245,000.00	0.00	5.60	245,000.00
Buy	9/21/2023	804833EZ0	1,500,000.00	Savannah GA Hosp Auth | Sinking 6 7/1/2027-24	100.19	1,502,805.00	20,000.00	5.94	1,522,805.00
Buy	9/22/2023	15643VAC6	245,000.00	Centris Federal CU 5.75 9/20/2024	100.00	245,000.00	0.00	5.75	245,000.00
Buy	9/26/2023	3134H1CB7	1,500,000.00	FHLMC 6 3/25/2027-23	100.00	1,500,000.00	0.00	6.00	1,500,000.00
Buy	9/28/2023	3134H1CJ0	1,500,000.00	FHLMC 6.25 9/28/2028-23	100.00	1,500,000.00	0.00	6.25	1,500,000.00
	Subtotal		**8,735,000.00**			**8,696,530.00**	**20,000.00**		**8,716,530.00**
Deposit	7/31/2023	LOGIC5010	63,121.09	LOGIC | Operating LGIP	100.00	63,121.09	0.00	0.00	63,121.09
Deposit	7/31/2023	LOGIC5010	3,004,106.02	LOGIC | Operating LGIP	100.00	3,004,106.02	0.00	0.00	3,004,106.02
Deposit	7/31/2023	TEXSTAR1110	4,504.47	TexSTAR | Operating LGIP	100.00	4,504.47	0.00	0.00	4,504.47
Deposit	7/31/2023	TEXASCLASS0001	16,213.78	Texas CLASS LGIP	100.00	16,213.78	0.00	0.00	16,213.78
Deposit	7/31/2023	TEXPOOL0003	4,525.63	TexPool | General LGIP	100.00	4,525.63	0.00	0.00	4,525.63
Deposit	8/31/2023	LOGIC5010	73,973.07	LOGIC | Operating LGIP	100.00	73,973.07	0.00	0.00	73,973.07
Deposit	8/31/2023	LOGIC5010	7,500,000.00	LOGIC | Operating LGIP	100.00	7,500,000.00	0.00	0.00	7,500,000.00
Deposit	8/31/2023	TEXSTAR1110	4,686.82	TexSTAR | Operating LGIP	100.00	4,686.82	0.00	0.00	4,686.82
Deposit	8/31/2023	TEXASCLASS0001	16,749.79	Texas CLASS LGIP	100.00	16,749.79	0.00	0.00	16,749.79
Deposit	8/31/2023	TEXPOOL0003	4,705.92	TexPool | General LGIP	100.00	4,705.92	0.00	0.00	4,705.92
Deposit	9/30/2023	LOGIC5010	110,040.21	LOGIC | Operating LGIP	100.00	110,040.21	0.00	0.00	110,040.21
Deposit	9/30/2023	LOGIC5010	12,926,084.86	LOGIC | Operating LGIP	100.00	12,926,084.86	0.00	0.00	12,926,084.86
Deposit	9/30/2023	TEXSTAR1110	4,567.27	TexSTAR | Operating LGIP	100.00	4,567.27	0.00	0.00	4,567.27
Deposit	9/30/2023	TEXASCLASS0001	16,420.68	Texas CLASS LGIP	100.00	16,420.68	0.00	0.00	16,420.68
Deposit	9/30/2023	TEXPOOL0003	4,589.28	TexPool | General LGIP	100.00	4,589.28	0.00	0.00	4,589.28
	Subtotal		**23,754,288.89**			**23,754,288.89**	**0.00**		**23,754,288.89**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Buy Transactions			**32,489,288.89**			**32,450,818.89**	**20,000.00**		**32,470,818.89**
Sell Transactions									
Called	9/1/2023	59447TXA6	1,000,000.00	Michigan State | Sinking 2.366 9/1/2049-24	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Called	9/20/2023	3130AV5J7	1,000,000.00	FHLB Step 3/20/2024-23	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Called	9/28/2023	3134GYND0	1,000,000.00	FHLMC Step 3/28/2025-23	0.00	1,000,000.00	0.00	0.00	1,000,000.00
	Subtotal		**3,000,000.00**			**3,000,000.00**	**0.00**		**3,000,000.00**
Matured	7/1/2023	73358W4V3	1,000,000.00	Port Authority NY & NJ 1.086 7/1/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	7/1/2023	56042RJ29	250,000.00	Maine Health & Higher Education 0.509 7/1/2023	0.00	250,000.00	0.00	0.00	250,000.00
Matured	7/1/2023	742404AK2	1,000,000.00	Princeton Theological Semiinary 4.105 7/1/2023-23	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	7/13/2023	19424JUD6	2,000,000.00	Collateralized Commercial Paper 0 7/13/2023	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Matured	7/15/2023	576004GV1	1,000,000.00	Massachusetts State 3.564 7/15/2023-23	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/4/2023	443728GD6	1,000,000.00	Hudson County NJ 3.875 8/4/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/10/2023	3135G05R0	3,000,000.00	FNMA 0.3 8/10/2023-21	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Matured	8/14/2023	46640QVE8	1,000,000.00	JPMorgan Securities 0 8/14/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/15/2023	8923A1VF5	1,000,000.00	Toyota Motor Credit 0 8/15/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	8/25/2023	3130AJZJ1	2,666,666.67	FHLB 0.32 8/25/2023-21	0.00	2,666,666.67	0.00	0.00	2,666,666.67
Matured	8/25/2023	8923A1VR9	1,000,000.00	Toyota Motor Credit 0 8/25/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/15/2023	20772KEU9	1,000,000.00	Connecticut State GO CT 3.621 9/15/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/15/2023	53943SWF0	1,000,000.00	Lloyds Bank 0 9/15/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/22/2023	130162AF7	245,000.00	California CU CA 4.1 9/22/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/29/2023	3130ATDT1	2,000,000.00	FHLB 4.02 9/29/2023	0.00	2,000,000.00	0.00	0.00	2,000,000.00
	Subtotal		**19,161,666.67**			**19,161,666.67**	**0.00**		**19,161,666.67**
Withdraw	7/31/2023	LOGIC5010	2,700,000.00	LOGIC | Operating LGIP	0.00	2,700,000.00	0.00	0.00	2,700,000.00
Withdraw	8/31/2023	LOGIC5010	3,161,154.69	LOGIC | Operating LGIP	0.00	3,161,154.69	0.00	0.00	3,161,154.69
Withdraw	9/30/2023	LOGIC5010	6,500,000.00	LOGIC | Operating LGIP	0.00	6,500,000.00	0.00	0.00	6,500,000.00
	Subtotal		**12,361,154.69**			**12,361,154.69**	**0.00**		**12,361,154.69**
Total Sell Transactions			**34,522,821.36**			**34,522,821.36**	**0.00**		**34,522,821.36**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest/Dividends									
Interest	7/1/2023	73358W4V3	0.00	Port Authority NY & NJ 1.086 7/1/2023		0.00	5,430.00	0.00	5,430.00
Interest	7/1/2023	56042RJ29	0.00	Maine Health & Higher Education 0.509 7/1/2023		0.00	636.25	0.00	636.25
Interest	7/1/2023	052392CR6	0.00	Austin Telco CU TX 5 1/26/2024		0.00	1,006.85	0.00	1,006.85
Interest	7/1/2023	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	1,047.12	0.00	1,047.12
Interest	7/1/2023	60636UJQ3	0.00	Missouri State 0.704 1/1/2024-23		0.00	3,520.00	0.00	3,520.00
Interest	7/1/2023	53052LAG4	0.00	Liberty Federal CU IA 4.9 1/16/2024		0.00	1,019.60	0.00	1,019.60
Interest	7/1/2023	53052LAG4	0.00	Liberty Federal CU IA 4.9 1/16/2024		0.00	986.71	0.00	986.71
Interest	7/1/2023	56042RJ52	0.00	Maine Health & Higher Education 1.304 7/1/2026		0.00	1,304.00	0.00	1,304.00
Interest	7/1/2023	91476PDR6	0.00	University of Oklahoma OK 3.023 7/1/2025-22		0.00	4,534.50	0.00	4,534.50
Interest	7/1/2023	742404AK2	0.00	Princeton Theological Semiinary 4.105 7/1/2023-23		0.00	20,525.00	0.00	20,525.00
Interest	7/1/2023	86666PAE8	0.00	Sun City Fire District AZ 1.707 7/1/2026-26		0.00	4,267.50	0.00	4,267.50
Interest	7/1/2023	650009S20	0.00	New York State NY 2.406 1/1/2026-25		0.00	4,812.00	0.00	4,812.00
Interest	7/1/2023	882874KQ2	0.00	Texas Womans University TX 4 7/1/2025		0.00	6,300.00	0.00	6,300.00
Interest	7/1/2023	679087FD3	0.00	Oklahoma State OK 5.34 7/1/2024-24		0.00	6,675.00	0.00	6,675.00
Interest	7/1/2023	56042RJ37	0.00	Maine Health & Higher Education 0.711 7/1/2024		0.00	888.75	0.00	888.75
Interest	7/1/2023	20772KJX8	0.00	Connecticut State GO CT 2.098 7/1/2025		0.00	2,465.15	0.00	2,465.15
Interest	7/1/2023	86666PAC2	0.00	Sun City Fire District AZ 1.099 7/1/2024		0.00	3,297.00	0.00	3,297.00
Interest	7/15/2023	20825WBN9	0.00	Connexus CR 5.4 6/15/2028-24		0.00	1,087.40	0.00	1,087.40
Interest	7/15/2023	576004GV1	0.00	Massachusetts State 3.564 7/15/2023-23		0.00	17,820.00	0.00	17,820.00
Interest	7/15/2023	798111HF0	0.00	San Joaquin Hills CA 2.153 1/15/2027-26		0.00	8,073.75	0.00	8,073.75
Interest	7/18/2023	17783PAH4	0.00	City Federal CU TX 4.9 1/18/2024		0.00	986.71	0.00	986.71
Interest	7/18/2023	920133AL9	0.00	Valley Strong CU CA 5.1 7/18/2025-23		0.00	1,026.99	0.00	1,026.99
Interest	7/18/2023	30960QAM9	0.00	Farmers Insurance Group 5 1/18/2024		0.00	1,006.85	0.00	1,006.85
Interest	7/19/2023	87868YAG8	0.00	Technology CU CA 5 1/21/2025		0.00	1,006.85	0.00	1,006.85
Interest	7/19/2023	3130AQJ87	0.00	FHLB 1.6 1/19/2027-22		0.00	8,000.00	0.00	8,000.00

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	7/19/2023	3130AQFK4	0.00	FHLB 0.76 1/19/2024		0.00	3,800.00	0.00	3,800.00
Interest	7/20/2023	04288LAA6	0.00	Arsenal CU MO 5.1 1/21/2025-24		0.00	1,026.99	0.00	1,026.99
Interest	7/20/2023	3130AN5K2	0.00	FFCB Step 7/20/2026		0.00	11,250.00	0.00	11,250.00
Interest	7/20/2023	77535MAM5	0.00	Rogue Univesrity CU OR 5.1 1/20/2028-23		0.00	1,026.99	0.00	1,026.99
Interest	7/22/2023	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	1,037.05	0.00	1,037.05
Interest	7/22/2023	22551KAA0	0.00	City of Allen CU TX 3.2 7/22/2024		0.00	3,887.78	0.00	3,887.78
Interest	7/22/2023	3136G4A45	0.00	FNMA 0.71 7/22/2025-21		0.00	5,325.00	0.00	5,325.00
Interest	7/25/2023	3130ASKS7	0.00	FHLB 3.75 7/25/2024-22		0.00	18,750.00	0.00	18,750.00
Interest	7/25/2023	90307LAB0	0.00	Uncle CU CA 5 1/25/2024		0.00	1,006.85	0.00	1,006.85
Interest	7/26/2023	98138MBY5	0.00	Worker's CU MA 5.25 5/26/2028-23		0.00	1,057.19	0.00	1,057.19
Interest	7/27/2023	84611JAB9	0.00	Space Age Federal CU CO 5.05 1/26/2024		0.00	1,016.92	0.00	1,016.92
Interest	7/29/2023	3130AND72	0.00	FHLB 0.43 4/29/2024-21		0.00	2,150.00	0.00	2,150.00
Interest	7/29/2023	24951TAU9	0.00	DOC Federal CU 3.5 7/1/2024-22		0.00	704.79	0.00	704.79
Interest	7/31/2023	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	63,121.09	0.00	63,121.09
Interest	7/31/2023	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	4,504.47	0.00	4,504.47
Interest	7/31/2023	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	1,071.62	0.00	1,071.62
Interest	7/31/2023	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	16,213.78	0.00	16,213.78
Interest	7/31/2023	70962LBA9	0.00	Pentagon Federal CU 1.25 1/31/2025		0.00	260.10	0.00	260.10
Interest	7/31/2023	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	4,525.63	0.00	4,525.63
Interest	8/1/2023	64971WDP2	0.00	New York City NY 3.78 2/1/2026-24		0.00	13,230.00	0.00	13,230.00
Interest	8/1/2023	79770GJA5	0.00	San Francisco CA 1.286 8/1/2024		0.00	2,925.65	0.00	2,925.65
Interest	8/1/2023	052392CR6	0.00	Austin Telco CU TX 5 1/26/2024		0.00	1,040.41	0.00	1,040.41
Interest	8/1/2023	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	1,082.03	0.00	1,082.03
Interest	8/1/2023	68189TBA3	0.00	Omaha Special OB | Sinking 6.4 2/1/2026-17		0.00	13,600.00	0.00	13,600.00
Interest	8/1/2023	53052LAG4	0.00	Liberty Federal CU IA 4.9 1/16/2024		0.00	1,019.60	0.00	1,019.60
Interest	8/1/2023	882669BS2	0.00	Texas Public Finance TX 0.503 2/1/2024		0.00	2,515.00	0.00	2,515.00
Interest	8/1/2023	419791YT9	0.00	Hawaii State 5.33 2/1/2026-25		0.00	39,975.00	0.00	39,975.00

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/1/2023	345102PG6	0.00	Foothill-De Anza CC CA 0.906 8/1/2025-25		0.00	3,171.00	0.00	3,171.00
Interest	8/4/2023	443728GD6	0.00	Hudson County NJ 3.875 8/4/2023		0.00	38,642.36	0.00	38,642.36
Interest	8/10/2023	3133EMZ70	0.00	FFCB 0.48 2/10/2025-21		0.00	2,400.00	0.00	2,400.00
Interest	8/10/2023	3135G05R0	0.00	FNMA 0.3 8/10/2023-21		0.00	4,500.00	0.00	4,500.00
Interest	8/11/2023	795451AK9	0.00	Sallie Mae Bank UT 1.1 8/11/2026		0.00	1,336.42	0.00	1,336.42
Interest	8/15/2023	235308D75	0.00	Dallas ISD TX 4 8/15/2025		0.00	55,000.00	0.00	55,000.00
Interest	8/15/2023	20825WBN9	0.00	Connexus CR 5.4 6/15/2028-24		0.00	1,123.64	0.00	1,123.64
Interest	8/15/2023	067167YR1	0.00	Barbers Hill ISD TX 4 2/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	8/15/2023	358782CW8	0.00	Frisco Economical Development TX 1.9 2/15/2028		0.00	4,750.00	0.00	4,750.00
Interest	8/15/2023	150461M57	0.00	City of Cedar Park TX 2.95 8/15/2025		0.00	34,810.00	0.00	34,810.00
Interest	8/15/2023	894673TA0	0.00	Tredyffrin Easttown SD PA 1.159 2/15/2026		0.00	1,593.63	0.00	1,593.63
Interest	8/15/2023	70914PME9	0.00	Pennsylvania State | Sinking 4.65 2/15/2026-26		0.00	26,388.75	0.00	26,388.75
Interest	8/18/2023	17783PAH4	0.00	City Federal CU TX 4.9 1/18/2024		0.00	1,019.60	0.00	1,019.60
Interest	8/18/2023	920133AL9	0.00	Valley Strong CU CA 5.1 7/18/2025-23		0.00	1,061.22	0.00	1,061.22
Interest	8/18/2023	30960QAM9	0.00	Farmers Insurance Group 5 1/18/2024		0.00	1,040.41	0.00	1,040.41
Interest	8/18/2023	3130AQPR8	0.00	FHLB Step 2/18/2027-22		0.00	6,500.00	0.00	6,500.00
Interest	8/19/2023	87868YAG8	0.00	Technology CU CA 5 1/21/2025		0.00	1,040.41	0.00	1,040.41
Interest	8/20/2023	04288LAA6	0.00	Arsenal CU MO 5.1 1/21/2025-24		0.00	1,061.22	0.00	1,061.22
Interest	8/20/2023	77535MAM5	0.00	Rogue Univesrity CU OR 5.1 1/20/2028-23		0.00	1,061.22	0.00	1,061.22
Interest	8/21/2023	3136G4N74	0.00	FNMA 0.56 8/21/2025-23		0.00	4,200.00	0.00	4,200.00
Interest	8/22/2023	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	1,071.62	0.00	1,071.62
Interest	8/25/2023	3130AJZJ1	0.00	FHLB 0.32 8/25/2023-21		0.00	4,266.67	0.00	4,266.67
Interest	8/25/2023	90307LAB0	0.00	Uncle CU CA 5 1/25/2024		0.00	1,040.41	0.00	1,040.41
Interest	8/26/2023	98138MBY5	0.00	Worker's CU MA 5.25 5/26/2028-23		0.00	1,092.43	0.00	1,092.43
Interest	8/27/2023	3134GYJB9	0.00	FHLMC 5.3 2/27/2026-23		0.00	26,500.00	0.00	26,500.00
Interest	8/27/2023	3136G4V59	0.00	FNMA 0.625 8/27/2025-21		0.00	4,687.50	0.00	4,687.50
Interest	8/27/2023	84611JAB9	0.00	Space Age Federal CU CO 5.05 1/26/2024		0.00	1,050.82	0.00	1,050.82

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	8/29/2023	24951TAU9	0.00	DOC Federal CU 3.5 7/1/2024-22		0.00	728.29	0.00	728.29
Interest	8/31/2023	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	73,973.07	0.00	73,973.07
Interest	8/31/2023	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	4,686.82	0.00	4,686.82
Interest	8/31/2023	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	1,071.62	0.00	1,071.62
Interest	8/31/2023	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	16,749.79	0.00	16,749.79
Interest	8/31/2023	70962LBA9	0.00	Pentagon Federal CU 1.25 1/31/2025		0.00	260.10	0.00	260.10
Interest	8/31/2023	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	4,705.92	0.00	4,705.92
Interest	9/1/2023	57419TDX6	0.00	Maryland State 2.198 3/1/2025-25		0.00	2,912.35	0.00	2,912.35
Interest	9/1/2023	61945DAZ4	0.00	Mosaic District VA 1.711 3/1/2026-26		0.00	2,138.75	0.00	2,138.75
Interest	9/1/2023	052392CR6	0.00	Austin Telco CU TX 5 1/26/2024		0.00	1,040.41	0.00	1,040.41
Interest	9/1/2023	473142QW0	0.00	Jefferson County MO 0.65 3/1/2024		0.00	650.00	0.00	650.00
Interest	9/1/2023	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	1,082.03	0.00	1,082.03
Interest	9/1/2023	473142QY6	0.00	Jefferson County MO 1.2 3/1/2026		0.00	1,800.00	0.00	1,800.00
Interest	9/1/2023	59447TXA6	0.00	Michigan State | Sinking 2.366 9/1/2049-24		0.00	11,830.00	0.00	11,830.00
Interest	9/1/2023	53052LAG4	0.00	Liberty Federal CU IA 4.9 1/16/2024		0.00	1,019.60	0.00	1,019.60
Interest	9/1/2023	473142QX8	0.00	Jefferson County MO 0.95 3/1/2025		0.00	1,330.00	0.00	1,330.00
Interest	9/1/2023	927781VU5	0.00	Virginia College VA 4.75 9/1/2024-24		0.00	17,931.25	0.00	17,931.25
Interest	9/8/2023	38149MZJ5	0.00	Goldman Sachs Bank 1.05 9/8/2026		0.00	1,296.82	0.00	1,296.82
Interest	9/13/2023	3134GYK76	0.00	FHLMC 5.625 3/13/2026-23		0.00	56,250.00	0.00	56,250.00
Interest	9/15/2023	20772KEU9	0.00	Connecticut State GO CT 3.621 9/15/2023		0.00	18,105.00	0.00	18,105.00
Interest	9/15/2023	20825WBN9	0.00	Connexus CR 5.4 6/15/2028-24		0.00	1,123.64	0.00	1,123.64
Interest	9/15/2023	20772GE61	0.00	Connecticut State GO CT 5.73 3/15/2024		0.00	34,523.25	0.00	34,523.25
Interest	9/17/2023	36266LAB2	0.00	GHS Federal CU 5.6 8/17/2028-25		0.00	1,165.26	0.00	1,165.26
Interest	9/17/2023	05580AD68	0.00	BMW Bank UT 0.65 9/17/2024		0.00	802.79	0.00	802.79
Interest	9/17/2023	87165FA20	0.00	Synchrony Bank 0.65 9/17/2024		0.00	802.79	0.00	802.79
Interest	9/18/2023	17783PAH4	0.00	City Federal CU TX 4.9 1/18/2024		0.00	1,019.60	0.00	1,019.60
Interest	9/18/2023	920133AL9	0.00	Valley Strong CU CA 5.1 7/18/2025-23		0.00	1,061.22	0.00	1,061.22
Interest	9/18/2023	30960QAM9	0.00	Farmers Insurance Group 5 1/18/2024		0.00	1,040.41	0.00	1,040.41

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 6/30/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/19/2023	87868YAG8	0.00	Technology CU CA 5 1/21/2025		0.00	1,040.41	0.00	1,040.41
Interest	9/20/2023	3130AV5J7	0.00	FHLB Step 3/20/2024-23		0.00	26,250.00	0.00	26,250.00
Interest	9/20/2023	04288LAA6	0.00	Arsenal CU MO 5.1 1/21/2025-24		0.00	1,061.22	0.00	1,061.22
Interest	9/20/2023	77535MAM5	0.00	Rogue Univesrity CU OR 5.1 1/20/2028-23		0.00	1,061.22	0.00	1,061.22
Interest	9/22/2023	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	1,071.62	0.00	1,071.62
Interest	9/22/2023	130162AF7	0.00	California CU CA 4.1 9/22/2023		0.00	10,017.48	0.00	10,017.48
Interest	9/24/2023	3134GWUG9	0.00	FHLMC 0.57 9/24/2025-21		0.00	5,700.00	0.00	5,700.00
Interest	9/25/2023	90307LAB0	0.00	Uncle CU CA 5 1/25/2024		0.00	1,040.41	0.00	1,040.41
Interest	9/26/2023	98138MBY5	0.00	Worker's CU MA 5.25 5/26/2028-23		0.00	1,092.43	0.00	1,092.43
Interest	9/27/2023	84611JAB9	0.00	Space Age Federal CU CO 5.05 1/26/2024		0.00	1,050.82	0.00	1,050.82
Interest	9/28/2023	3134GYND0	0.00	FHLMC Step 3/28/2025-23		0.00	27,500.00	0.00	27,500.00
Interest	9/28/2023	856285XL0	0.00	State Bank of India NY 1.15 9/28/2026		0.00	1,420.33	0.00	1,420.33
Interest	9/29/2023	3130ATDT1	0.00	FHLB 4.02 9/29/2023		0.00	40,200.00	0.00	40,200.00
Interest	9/29/2023	3130ARCD1	0.00	FHLB Step 3/29/2027-22		0.00	12,500.00	0.00	12,500.00
Interest	9/29/2023	24951TAU9	0.00	DOC Federal CU 3.5 7/1/2024-22		0.00	728.29	0.00	728.29
Interest	9/30/2023	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	110,040.21	0.00	110,040.21
Interest	9/30/2023	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	4,567.27	0.00	4,567.27
Interest	9/30/2023	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	1,037.05	0.00	1,037.05
Interest	9/30/2023	3130AP6D2	0.00	FHLB 1 9/30/2026-22		0.00	5,000.00	0.00	5,000.00
Interest	9/30/2023	3130AP2G9	0.00	FHLB 0.75 12/30/2025-22		0.00	3,750.00	0.00	3,750.00
Interest	9/30/2023	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	16,420.68	0.00	16,420.68
Interest	9/30/2023	3130AT6R3	0.00	FHLB Step 9/30/2027-22		0.00	22,500.00	0.00	22,500.00
Interest	9/30/2023	70962LBA9	0.00	Pentagon Federal CU 1.25 1/31/2025		0.00	251.71	0.00	251.71
Interest	9/30/2023	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	4,589.28	0.00	4,589.28
	Subtotal		**0.00**			**0.00**	**1,126,248.46**		**1,126,248.46**
Total Interest/Dividends			**0.00**			**0.00**	**1,126,248.46**		**1,126,248.46**

City Council (FY24) **2. a.**
Meeting Date: 11/14/2023
Department: General Services

AGENDA CAPTION:
City Manager's Announcements

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

RECOMMENDATION:
Information only.

City Council (FY24) **2. b.**
Meeting Date: 11/14/2023
Department: General Services

AGENDA CAPTION:
Employee Recognition

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

RECOMMENDATION:
Information only.

City Council (FY24) **4. a.**

Meeting Date: 11/14/2023

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the October 24, 2023 City Council Meeting.

BACKGROUND:

The minutes for the October 24, 2023 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administation recommends approval.

Attachments

Minutes - October 24, 2023

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 24, 2023

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

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

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WORK SESSION

1. **Call Meeting to Order and Announce that a Quorum is Present.**

Mayor Arfsten convened the meeting to order and announced a quorum at 6:00 PM.

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):
   - 551.071(1)(A) Consultation with Attorney to seek advice on pending or contemplated litigation:
     - White Rock Chapel.
   - 551.071(2): Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- 551.087(1): Economic Development Negotiations to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and
- Section 551.087(2): Economic Development Negotiations to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1)
    - Addison Circle Transit Oriented Development Project.

Mayor Arfsten closed the Open Meeting at 6:03 pm to convene the City Council into Closed Session.

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.

Mayor Arfsten convened the City Council into Open Session at 6:57 pm. There was no action taken because of the Closed Session.

7. **Work Session Reports**

a. **Present and discuss Public Safety updates**. *[Police Chief Paul Spencer]*

Public Safety updates regarding the following topics were presented: Statistical summary and activity report, Crime prevention, Community Policing, and Homelessness.

COUNCIL MEETING

The Addison City Council was convened 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

- Director of Special Events Abby Morales – Kim Bettis, Special Events Assistant
- Director of Parks & Recreation Janna Tidwell – Pat White, Assistant Director of Recreation

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. 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 October 10, 2023 City Council Meeting.

   b. *Resolution No. R23-079:* **Consider action on a Resolution approving a service agreement between the Town of Addison and the Metrocrest Chamber of Commerce in an amount not to exceed $38,500.**

   c. *Resolution No. R23-080:* **Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Addison Arbor Foundation and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $65,000.**

   d. *Resolution No. R23-081:* **Consider Action on a Resolution Approving a Grant Funding Agreement Between the Town of Addison and Metrocrest Services and Authorizing the City Manager to Execute the Grant Funding Agreement in an Amount Not to Exceed $139,653.**

   e. *Resolution No. R23-082:* **Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Outcry Theatre and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $2,500.**

   f. *Resolution No. R23-083:* **Consider action on a Resolution approving a Grant Funding Agreement with WaterTower Theatre and authorizing the City Manager to execute the Agreement in an amount not to exceed $425,000 in cash and in-kind contributions.**

   g. *Resolution No. R23-084:* **Consider action on a resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $5,000.**

   h. *Resolution No. R23-085*: **Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas County Mental Health & Retardation d/b/a Metrocare Services and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $2,500.**

   i. *Resolution No. R23-086:* **Consider action on a Resolution approving a Grant Funding Agreement with On Eagles Wings, Inc. d/b/a Woven Health Clinic and authorizing the City Manager to execute the Grant Funding Agreement in an amount not to exceed $6,500.**

j. *Resolution No. R23-087:* **Consider action approving an agreement with Sunbelt Pools for Swimming Pool repair work for the Addison Athletic Club in an amount not to exceed $339,743.00.**

k. *Resolution No. R23-088:* **Consider action on a resolution authorizing Town membership in the Texas Smart Buy purchasing cooperative**.

l. *Ordinance No. O23-47:* **Consider action on an Ordinance to amend the Code of Ordinances by amending Chapter 66 (Solid Waste) Article II (Collection and Disposal), Division 2 (Service Charge) Section 66-52 increasing from $13.24 to $14.28 the monthly fee for each residential unit.**

m. *Resolution No. R23-089:* **Consider Action on a Resolution Adopting an Investment Strategy and Approving Brokers, Dealers, and Financial Institutions for Fiscal Year 2023-2024.**

n. *Resolution No. R23-090:* **Resolution approving an Events Agreement between the Town of Addison and DCO Realty, Inc. for the management, operation, coordination, and control of a variety of events at Vitruvian Park and authorizing the City Manager to execute the agreement in an amount not to exceed $185,000.**

Mayor Arfsten called for any requests to remove an item from the CONSENT AGENDA to be discussed separately. Council Member Willesen requested to remove Items "b" through "i" for separate discussion. Mayor Arfsten called for a motion on Items "a" and "j" through "n".

MOTION: Council Member Willesen moved to approve CONSENT AGENDA Items "a" and "j" through "n" as presented. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

*** * * CONSENT AGENDA Items "b" through "i" * * ***

Council Member Willesen requested clarification and removal of duplication to Article II. "Grant Use" currently shown as follows:

> *"Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.*
>
> *The Organization shall complete all Programs pursuant to this Agreement."*

City Attorney Corr agreed and recommended the following amendment to this Article:

> "Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of public purposes within the Addison community and must not conflict with the Organization' s Application which is herein incorporated by reference. ~~*The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program*~~

~~*cannot be completed, it shall immediately inform the City in writing*~~. ~~This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this Agreement.~~ **If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.**

MOTION: Council Member Willesen moved to approve amendment of Article II. "Grant Use" to CONSENT AGENDA Items "b" through "i" for Grant Contract agreements to Metrocrest Chamber of Commerce, Addison Arbor Foundation, Metrocrest Services, Outcry Theatre, Water Tower Theatre, Dallas Cat Lady, Dallas County Mental Health & Retardation dba Metrocare Services, and On Eagles Wings, Inc. dba Woven Health Clinic as amended by City Attorney Corr as noted above. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

5. **Items for Individual Consideration.**

a. *Resolution R23-091:* **Present, discuss and consider action on a Resolution approving a fifth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Developer AMLI Residential for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the fifth Amended and Restated MOU.** *[Director of Development Services Ken Schmidt]*

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

Since approval of the fourth MOU amendment in June 2023, Stream Realty Partners has withdrawn from the project and will no longer develop the office portion. This fifth MOU amendment does not change any of the current provisions relating to incentives or the anticipated office, retail and residential uses and design of the project, but extends the term of the MOU until January 31, 2024. This extension will give the Town and AMLI Residential time to identify and select a new office developer. If this occurs, further amendments to the MOU will be necessary to address any updated terms and changes to the project schedule.

MOTION: Mayor Pro-Tempore Resnik moved to approve Resolution approving 5th MOU as presented. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

b. **Consider action on a Resolution to approve a Master Lease Agreement between the Town of Addison and Dallas Area Rapid Transit (DART), setting forth the terms and conditions of a ground lease of DART's Addison Transit Center property for inclusion in a future Transit Oriented Development (TOD) project.** *[Director of Economic Development Wayne Emerson]*

In 2021, the Town solicited development proposals for a TOD project on city-owned property north of DART's Addison Transit Center in anticipation of the opening of rail service on the Silver Line, with an option to include DART's property in future phases. The Town and DART subsequently approved an Interlocal Agreement (ILA) that set forth the terms and conditions for the Town to enter a long-term ground lease of the transit center property, which is 5.5+- acres in size. DART's property holdings include the existing transit center and the adjacent office building (the "Baumann Building"). The basic provisions of the Master Lease Agreement, which are in accordance with the ILA, are:

Term

- An initial term of 49 years, with two 25-year extension options.
- DART may terminate the Master Lease Agreement if no construction has commenced on the DART property within 60 months of its approval. The lease may also be terminated on the Baumann Building property if construction has not commenced within ten (10) years.
- The Town may terminate the Master Lease Agreement if no sublease or development agreement with a Master Developer has been approved within 48 months after the effective date of the Master Lease Agreement.

Base Rent

- The lease provides a Pre-Development Period of up to 60 months for the Town to select a Master Developer, who in turn must acquire financing and complete the surveying/zoning/planning/platting and permitting process. DART receives no base rent during the Pre-Development Period. Rent will commence when the Pre-Development Period ends, or the Town issues a Certificate of Occupancy for the first building on the DART property, or when DART's ability to use the transit facilities is adversely impacted, whichever occurs first. DART will continue to collect all rent and other revenue from the lease of the Baumann Building until Base Rent becomes payable.
- Annual base rent is calculated as follows:
    - For the first five (5) years of the lease, the base rent for DART's land is determined by an "as developed" appraisal conducted immediately after selection of the Master Developer, based on the proposed development plan, but also taking into consideration the impact of DART's operational and infrastructure requirements. The appraised value of DART's land will be multiplied by 4% to establish the base rent.
    - Appraisals will be conducted by one appraiser selected by the Town and DART, and another chosen by the Master Developer. If the two appraisals are within 5% of the same value, the average will be used to calculate the base rent. If the difference in the two appraisals differs by more than 5%, the two appraisers shall jointly select a third appraiser to make that determination.
    - A reappraisal shall be conducted initially after five (5) years, and then every ten (10) years to reset the base rent. During these periods, the base rent will be adjusted by not less than 2% but not more than 3% per year since the previous adjustment.
    - In addition, if the improvements constructed on the DART property deviate significantly from the original development plan, DART or Addison may require

an adjustment to the annual base rent. The appraisal for this adjustment would be based on the actual improvements on DART's property.

- Excess Rent – Although unlikely, if the Town receives an annual rent from the Master Developer for DART's property that exceeds the rent payable to DART, the excess rent is shared equally between the Town and DART. Property tax, sales tax, and other tax receipts are not considered base rent, nor is any rent paid by the Master Developer, which is rebated, credited, or refunded by the Town for reimbursement of development costs.

Unsubordinated Ground Lease – the Master Lease Agreement will be unsubordinated but with appropriate protection for subtenants and lenders.

Covenants, Conditions and Restrictions (CCR) – The Town and DART will enter a set of CCRs that prohibits noxious uses on all properties but promotes the development of a high-density, mixed-use transit-oriented development. Development and uses shall comply with DART's adopted TOD Guidelines. Specific uses, such as self-storage and a stand-alone parking garage, are prohibited on DART's property.

Capital and Operational Expenditures

- Project Capital and Operational Expenditures – The Master Developer will be responsible for all capital expenditures for infrastructure and facility improvements and replacements, and for property management. DART will remain responsible for capital expenditures related to the rail line and platform, ticket kiosks, information boards, and associated infrastructure, as well as operating expenses related to transit operations.
- DART Operational and Infrastructure Requirements – DART's ongoing bus and rail operations must be accommodated and continued as part of the development in accordance with the requirements attached as Exhibit "B" to the lease.

Master Developer Selection – The Town has exclusive authority to solicit proposals from developers, to select the Master Developer, and enter into a sublease for DART's property and associated development agreements. DART will review correspondence and documents related to any development proposals, development agreements, and sublease documents.

FTA Compliance – The lease and use of DART's property is subject to compliance with Federal Transit Administration requirements.

General Provisions – The lease also contains general provisions such as requirements for insurance, utility, and tax payments; provisions for use of maintenance of the property and improvements; and the terms for subleasing to the Master Developer.

MOTION: Mayor Pro-Tempore Resnik moved to Postpone this agenda item to the November 14, 2023 City Council meeting. Council Member Craig seconded the motion. Motion carried unanimously.

c. *Resolution No. R23-092:* **Present, discuss and consider action on a Resolution for appointments to the South Quorum Road Study Advisory Committee.** *[Director of Parks & Recreation Janna Tidwell]*

On June 16, 2023, Council approved an agreement for professional services with Teague Nall and Perkins, Inc. for the design of the Quorum Road Reconstruction project which will extend from Arapaho Road to the Dallas North Tollway. The project will address needs identified in the Parks, Recreation, and Open Space Master Plan and the Visions for the Quorum Art Walk. The plans made recommendations regarding the need for the creation of pedestrian and activity spaces in the South Quorum Business District, which is south of Belt Line Road, and involves businesses on Landmark Place and Landmark Boulevard. Funds for the project were approved by Addison voters as part of Proposition B in the 2019 Bond Election.

Gathering input from residents and the business community is an important component of the process and the project scope includes meeting with a Public Advisory Committee to represent the community's needs and help inform the conceptual plan for the area. Staff solicited volunteers interested in participating on the committee between September 1 and October 12, 2023. A list of applicants was included with this agenda item. One volunteer application was removed from consideration because proof of living or working in Addison could not be provided and another volunteer requested to be removed from consideration. Staff and the consultant recommend that the remaining applicants be appointed to the advisory committee.

Ms. Tidwell noted that an update was provided to the Bylaws - "Qualifications" to state that a members' seat will be automatically vacated upon filing for the office of City Council. Staff also recommend that the Committee be expanded to include all volunteers. The Resolution will need to be amended to include the total number of members appointed. Volunteers include the following: Judy Barrett, Schnell Blanton, Arnold Broussard, Curtis Green, Andrew Hervey, Jay Ihrig, Kimberly Lloyd, Barbara Papas, Phillip Postel, Fran Powell, Christopher Rio, Stephen Springs, and Artif Taftaf.

MOTION: Mayor Pro-Tempore Resnik moved to approve Resolution related to the South Quorum Road Study Advisory Committee as follows:

1. Appoint Judy Barrett, Schnell Blanton, Arnold Broussard, Curtis Green, Andrew Hervey, Jay Ihrig, Kimberly Lloyd, Barbara Papas, Phillip Postel, Fran Powell, Christopher Rio, Stephen Springs, and Artif Taftaf;
2. Amend Bylaws - "Qualifications" to state that a members' seat will be automatically vacated upon filing for the office of City Council; and
3. Amend Resolution to indicate that thirteen (13) members were appointed.

Council Member Craig seconded the motion. Motion carried unanimously.

d. *Resolution No. R23-093:* **Consider action to approve a Resolution for an agreement with Granicus for website design services for the Town's main website, intranet, and four (4) subsites; and to authorize the City Manager to execute the agreement in an amount not to exceed $76,240.** *[Director of Marketing & Tourism Mary Rosenbleeth]*

The Town's current website went live in February 2019 and was designed by Municode, which was recently acquired by CivicPlus. This summer, CivicPlus informed staff that the Town's current website platform (Drupal) had reached the 'end of its life.' Because Drupal is not CivicPlus' preferred platform, moving to a newer version of the platform would not produce the upgrades

desired for the Town's website. The alternative is to create an entirely new website.

After discussions with numerous government website providers, staff recommends contracting with Granicus to create a new website. The scope of work includes creating the main Town website, an intranet, and four (4) subsites for Parks & Recreation, Economic Development, Addison Airport, and Police. The revised website does not include a subsite for VisitAddison.com as staff will present a tourism-focused alternative solution for this site at a future meeting.

Granicus' services will be secured through NAPC (North America Procurement Council, Inc.), a nationwide government procurement service that meets the State's procurement requirements.

The cost of this agreement is not to exceed $76,240, which will be funded through the interest earned on the Information Technology Equipment Replacement Fund. The total includes a $64,000 one-time expense and a $12,240 prorated licensing fee. These fees include all services related to data analysis, user research and testing, and design of the main site, subsites, and intranet. The second-year licensing fee will be $25,704, with an anticipated increase of 5% over a possible five-year performance period. The projected timeline for the redesign work is estimated to take eight months to complete. The work would begin immediately after Council approval.

MOTION: Council Member Gardner moved to approve Resolution with Granicus for Town's website. Deputy Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

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.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:30 pm.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Irma G. Parker, City Secretary

City Council (FY24)
Meeting Date: 11/14/2023
Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the October 17, 2023 Joint City Council and Planning & Zoning Commission Meeting.

BACKGROUND:

The minutes for the October 17, 2023 City Council and Planning & Zoning Joint Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - October 17, 2023

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL & ADDISON PLANNING & ZONING COMMISSION

October 17, 2023

Addison Conference Centre
15650 Addison Road, Addison, TX 75001
7:00 p.m. Special Joint Meeting

City Council 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

Planning & Zoning Commission Present – Chair Chris DeFrancisco; Vice Chair Denise Fansler; Commissioner Jimmy Barker; Commissioner Robert Catalani; Commissioner Diane Chavez; Commissioner Zachary Faircloth; Commissioner John Meleky

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WORK SESSION

The Addison City Council and Planning & Zoning Commission will convene in the Council Chambers beginning at 7:00 PM.

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1. **Call Addison City Council and Planning & Zoning Commission Joint Meeting to Order and Announce that a Quorum is Present:**
   - Mayor Bruce Arfsten - Addison City Council
   - Chairman Chris DeFrancisco – Addison Planning & Zoning Commission

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

Work Session Reports

3. **Introduce and Discuss the Advance Addison Comprehensive Plan project and provide initial feedback on key themes to be addressed by the plan.**

Verdunity, Incorporation's Project Manager Kevin Shepherd presented a review of the scope of work and timeline as fully described in Resolution No. R23-069 adopted by the City Council at the August 22, 2023, Meeting.

Adjourn Meeting.

There being no further business the meeting was adjourned by Mayor Arfsten and Chair DeFranciso at 9:06 pm.

TOWN OF ADDISON, TEXAS

Chris DeFranciso, Chair Planning & Zoning Commission	Bruce Arfsten, Mayor City Council

ATTEST:

Irma G. Parker, City Secretary

City Council (FY24) **4. c.**

Meeting Date: 11/14/2023

Department: Parks & Recreation
Pillars: Excellence in Transportation Systems
Milestones: Improve all modes of transportation with infrastructure in an acceptable condition and well maintained

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AGENDA CAPTION:

Consider action on a Resolution for an Interlocal Cooperative Agreement Between The North Central Texas Council of Governments and the Town of Addison Concerning Cotton Belt Regional Trail Local Contributions and authorize the City Manager to execute the agreement.

BACKGROUND:

The Addison portion of The Cotton Belt Trail is a part of the Cotton Belt Trail Corridor that will ultimately provide an active transportation connection between Plano and Fort Worth. Since 2018, Dallas Area Rapid Transit (DART) has been working cooperatively with the North Central Texas Council of Governments (NCTCOG) and respective cities along the Silver Line Corridor on a regional partnership to design and construct the Cotton Belt / Silver Line Rail Trail within the DART owned right-of-way. DART is coordinating engineering design, funding applications and construction of the trail through the Federal Transit Administration (FTA). In May 2023, the Regional Transportation Council (RTC) programmed $87,034,305 for the construction of the Cotton Belt Regional Trail in portions of Tarrant County and in Dallas County. The currently approved trail phase of construction (Phase 2) in Addison will be from Surveyor Blvd. eastward to the Midway Bridge (Phase 2 bridge section) and then eastward to the Dallas North Tollway. The program funds awarded for the Addison Phase 2 portion of the trail require a local match, and the Town of Addison will be contributing $307,469 of local match funds previously committed with funding awards by the NCTCOG Regional Transportation Council. This funding has been set aside by Addison Finance for our local match.

On March 21, 2023, the DART Board of Directors approved a Resolution authorizing execution of an Interlocal Agreement (ILA) between DART, NCTCOG, and the RTC concerning the Cotton Belt Regional Trail to set forth responsibilities with respect to the construction and funding of the trail. On April 27, 2023, the NCTCOG Executive Board approved an Interlocal Agreement between NCTCOG, RTC and DART concerning the Cotton Belt Regional Trail and to set forth responsibilities with respect to the construction and funding of the Trail. The mutually agreed upon ILA was executed between the three parties

on May 23, 2023. Therefore, on July 27, 2023, the NCTCOG Executive Board authorized this agreement (Cotton Belt Regional Trail Local Contribution ILA) to collect matching funds and any additional local contributions for the Cotton Belt Regional Trail to be transferred to DART.

This Interlocal Agreement defines that the Town of Addison will transfer the local match of $307,469 to the NCTCOG. After the NCTCOG collects the local match provided for construction of The Cotton Belt Trail, they will transfer the funding to DART in preparation for the construction process to move forward.

RECOMMENDATION:

Staff recommends approval.

Attachments

Final Resolution and ILA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR THE COTTON BELT REGIONAL TRAIL LOCAL CONTRIBUTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, RTC approved funding for engineering design of the Cotton Belt Regional Trail extending through the Town of Addison, City of Carrollton, City of Coppell, City of Dallas, City of Grapevine, City of Plano, and City of Richardson; and,

WHEREAS, sources of funding for each phase of Cotton Belt Regional Trail construction include a variety of federal funds, local match, and additional local contributions; and,

WHEREAS, local match and additional local contributions must be transferred to DART to advance the Trail construction; and,

WHEREAS, the City Council desires to authorize an Interlocal Cooperation Agreement with the North Central Texas Council of Governments (NCTCOG) for NCTCOG to transfer local match and additional local contributions collected from the Town to Dallas Area Rapid Transit's (DART) for completion of the Cotton Belt Regional Trail; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the NCTCOG and the Town of Addison to enter into an Agreement for the provision of governmental functions and services of mutual interest, including defining the terms and conditions for NCTCOG to transfer local match and additional local contributions collected from the Town to DART for completion of the Cotton Belt Regional Trail; and

WHEREAS, the City Council finds it is in the best interest of the Town of Addison to enter the Interlocal Agreement with NCTCOG attached hereto.

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

SECTION 1. The City Council hereby approves the Interlocal Cooperation Agreement between the Town of Addison and NCTCOG providing for local matching funds and additional local contributions to DART for completion of the Cotton Belt Regional Trail, 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 ___ day of _____ ***2023*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Irma Parker, City Secretary

EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT
Between
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
TOWN OF ADDISON

CONCERNING COTTON BELT REGIONAL TRAIL LOCAL CONTRIBUTIONS

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, Town of Addison is a Home Rule Municipality located in Dallas County, Texas; and,

WHEREAS, the Cotton Belt Regional Trail will run parallel to Dallas Area Rapid Transit's (DART's) Silver Line, a 26-mile commuter rail line, and will extend from the DART Plano Shiloh Station on the east to the future DFW Through Station on the west, as depicted in Exhibit A, attached hereto and incorporated by reference; and,

WHEREAS, RTC approved funding for engineering design of the Cotton Belt Regional Trail extending through the Town of Addison, City of Carrollton, City of Coppell, City of Dallas, City of Grapevine, City of Plano, and City of Richardson; and,

WHEREAS, the Cotton Belt Regional Trail engineering has advanced pursuant to the DART Silver Line Contract (as supplemented); and,

WHEREAS, DART is managing construction of various phases of the Cotton Belt Regional Trail on behalf of local governments; and,

WHEREAS, the Cotton Belt Regional Trail will be constructed in three phases in coordination with the Town of Addison, City of Carrollton, City of Coppell, City of Dallas, City of Grapevine, City of Plano, City of Richardson, and Dallas County with the anticipated phases reflected in **Exhibit A**; and,

WHEREAS, sources of funding for each phase of Cotton Belt Regional Trail construction include a variety of federal funds, local match, and additional local contributions; and,

WHEREAS, as of May 2023 the RTC has programmed $87,034,395 for construction of the Cotton Belt Regional Trail, and the Parties anticipate that RTC will consider programming additional necessary funding after the execution of this Agreement; and,

WHEREAS, local match and additional local contributions must be transferred to DART to advance the Trail construction; and,

WHEREAS, on March 21, 2023, the DART Board of Directors approved a Resolution authorizing execution of an Interlocal Agreement between DART, NCTCOG, and the RTC concerning the Cotton Belt Regional Trail to set forth responsibilities with respect to the construction and funding of the Trail; and,

WHEREAS, on April 27, 2023, the NCTCOG Executive Board approved an Interlocal Agreement between the NCTCOG, RTC, and DART concerning the Cotton Belt Regional Trail to set forth responsibilities with respect to the construction and funding of the Trail; and,

WHEREAS, on May 23, 2023, NCTCOG, RTC, and DART executed an ILA (Cotton Belt Regional Trail ILA); and,

WHEREAS, Section 1.2 of the Cotton Belt Regional Trail ILA requires NCTCOG/RTC to "coordinate the collection of local match funds from participating agencies and transfer such funds to DART to apply to agreed-upon Trail constructions costs; and,

WHEREAS, on July 27, 2023, the NCTCOG Executive Board authorized Agreements with Town of Addison (Cotton Belt Regional Trail Local Contribution ILAs) to collect local matching funds and additional local contributions for the Cotton Belt Regional Trail, to be transferred to DART; and,

WHEREAS, the transfer of the Town of Addison funding contributions for construction of the Cotton Belt Trail will occur with each phase of construction; and,

WHEREAS, the first phase of construction of the Cotton Belt Trail consists of several trail bridges with federal funding and Transportation Development Credits in lieu of local match; and,

WHEREAS, the second phase of construction of the Cotton Belt Trail consists of various trail sections as represented in **Exhibit A** that require the transfer of local match funding from the Town of Addison; and,

WHEREAS, the third phase of construction of the Cotton Belt Trail consists of trail sections as represented in **Exhibit A** that may require the transfer of local match funding from the Town of Addison; and,

WHEREAS, Town of Addison requests the NCTCOG collect and transfer the Town of Addison funding contributions to DART; and,

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and Dallas County to enter into this Agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Parties

1.1 This Interlocal Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments,

hereinafter referred to as “NCTCOG”, and Town of Addison, hereinafter referred to as “Town”. NCTCOG and the Town may each be referred to as a “Party” and may be collectively referred to as “Parties” to this Agreement. The purpose of this Agreement is to transfer local match from the Town to Dallas Area Rapid Transit, hereinafter referred to as “DART”, for completion of the Cotton Belt Regional Trail.

2. Purpose

2.1 This Agreement defines the terms and conditions for NCTCOG to transfer local match and additional local contributions collected from the Town to DART for completion of the Cotton Belt Regional Trail.

3. Project Coordination

3.1 NCTCOG will collect the local match and additional local contributions provided for the awarded Cotton Belt Regional Trail from participating agencies for transfer to DART. The timing of the transfer of funds from each of the participating agencies will be determined in accordance with individual ILAs between NCTCOG and each participating agency. The Parties shall amend this Agreement or enter into a separate agreement for any local contributions required for Phase 3 (east of Marsh Lane to east of Surveyor Blvd.)

4. Funding

4.1 The Town shall provide the local match required for its portion of the Cotton Belt Regional Trail. The Town shall transfer funds to the North Central Texas Council of Governments for the amount of $307,469 (Phase 2).

4.2 The Town shall transfer Phase 2 funds, identified in Section 4.1, to NCTCOG to support the Cotton Belt Regional Trail project by March 31, 2024. NCTCOG shall return Phase 2 funds to the City by March 1, 2025, if a construction contract for Phase 2 has not been awarded by DART, unless otherwise agreed in writing.

4.3 NCTCOG will return any unused portion of the funds to the Town at the completion of the project.

4.4 NCTCOG shall provide transfer (e.g., check, wire transfer, other) instructions to Town designee to facilitate the transfer of funds from Town to NCTCOG. Such instructions shall be transmitted to Town via invoice, 30 days prior to payment due date.

4.5 Each party paying for governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. Each party shall be responsible for obtaining approvals from their respective governing bodies for additional funding in accordance with its own Code of Ordinances and Charter.

5. Term

5.1 This Agreement shall take effect on the date executed by the Parties and shall remain in effect until it is terminated, subject to section 5.2.

5.2 Either Party may terminate their individual participation in this Agreement by giving 30 days written notice to the other Parties, which terminates any obligation for further funding from the terminating Party. The Parties may collectively terminate this Agreement in its entirety at any time by mutual written concurrence.

5.3 This agreement shall automatically terminate upon return of funds for failure to award a construction contract as required by Section 4.2, or completion of the project and return of any unused funds as required by Section 4.3, whichever is earlier.

6. Modification, Waiver and Severability

6.1 This Agreement and any exhibits, which may be attached, constitutes the entire agreement among the Parties. No waiver or modification of this Agreement shall be valid unless in writing and signed by all Parties. Failure of the Parties to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a waiver or relinquishment of any such terms and conditions.

6.2 In the event that any one or more of the provisions of 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 thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.3 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

The following Exhibits are attached and made part of this Agreement.

Exhibit A1-Cotton Belt Trail Anticipated Construction Phasing

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement is effective on the day the last Party signs.

Town of Addison

David Gaines
City Manager

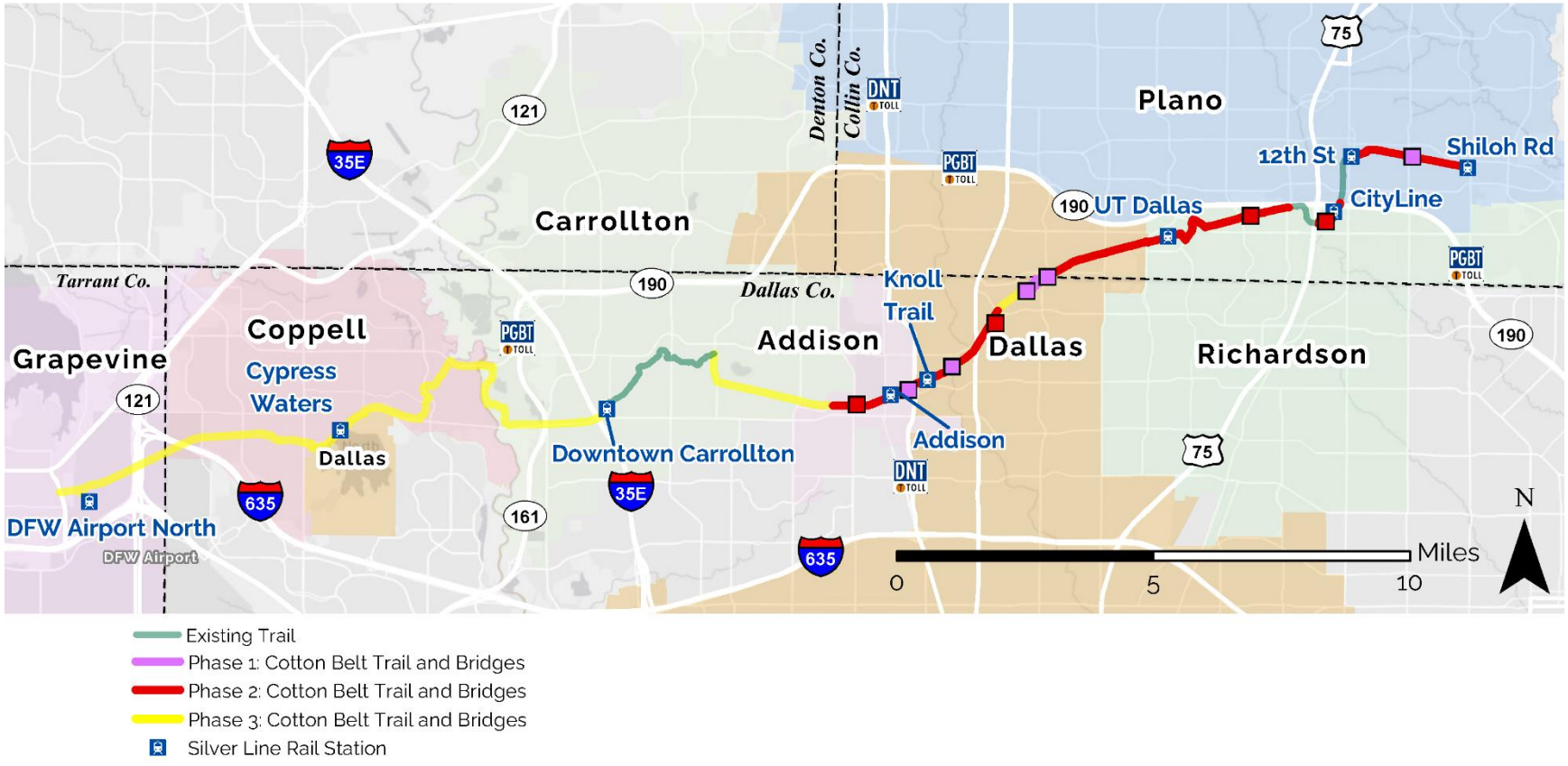
Date

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Mike Eastland
Executive Director

Date

Exhibit A1: Cotton Belt Trail Anticipated Construction Phasing



City Council (FY24) **4. d.**

Meeting Date: 11/14/2023

Department: Airport

Pillars: Excellence in Asset Management
Excellence in Transportation Systems

Milestones: Leverage Airport assets to maximize business growth and expansion

AGENDA CAPTION:

Consider action on a resolution approving a grant funding agreement with the Texas Department of Transportation (TxDOT) Aviation Division accepting Routine Airport Maintenance Program (RAMP) grant funding for certain improvements to Addison Airport; authorizing local funding in the amount of $111,111.12; and authorizing the City Manager to execute all contracts and agreements necessary to accept the grant funding.

BACKGROUND:

The Town of Addison annually receives a Routine Airport Maintenance Program (RAMP) grant administered by the Texas Department of Transportation (TxDOT) Aviation Division. The grant funds can be used for maintenance and smaller capital improvement projects on the airport, such as perimeter fencing, pavement repairs, pavement markings, construction of airport entrance and service roads, airfield lighting maintenance, and similar items.

In previous years, the RAMP grant was a 50/50 matching grant, wherein TxDOT Aviation would reimburse the airport up to a maximum of $50,000 for $100,000 in airport expenditures on eligible items. For the Fiscal Year 2024 (FY24) TxDOT Aviation has revised the RAMP grant to a 90/10 matching share with a maximum reimbursement of $100,000 for eligible expenses. The minimum expenditure on eligible items necessary to obtain the full $100,000 reimbursement is $111,111.12 (since 90% of that amount equals $100,000). The airport typically expends significantly more than $100,000 annually on maintenance projects eligible for reimbursement through this grant program and will do so again in Fiscal Year 2024, ensuring that the airport will be eligible for the maximum $100,000 reimbursement from TxDOT Aviation. The Town's matching funds are budgeted and available in the Airport Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A GRANT FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ACCEPTING STATE R.A.M.P. GRANT FUNDS FOR CERTAIN IMPROVEMENTS TO THE ADDISON AIRPORT; AUTHORIZING LOCAL FUNDING FOR THE IMPROVEMNETS IN THE AMOUNT OF $100,000.00; AUTHORIZING THE CITY MANAGER EXECUTE ALL CONTRACT AND AGREEMENTS NECESSARY TO ACCEPT THE GRANT FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas (herein referred to as Sponsor) intends to make certain qualifying maintenance improvements to the Addison Airport utilizing grant funding from the Texas Department of Transportation's Routine Airport Maintenance Program (R.A.M.P.) (herein, the "Project"); and

WHEREAS, the Project will include eligible maintenance items including, without limitation, various taxilane, drainage, ramp, and service road improvements including eligible engineering and design costs; and

WHEREAS, the Sponsor is currently eligible for grant funding in the amount of $100,000, in conformance with the R.A.M.P. grant agreement attached hereto as **Exhibit A**; and

WHEREAS, the City Council (on behalf of Sponsor) desires to approve the R.A.M.P. grant agreement and authorize appropriation of local funding for not less than least ten percent (10%) of the Project costs.

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

SECTION 1. The Sponsor hereby approves the R.A.M.P. grant program agreement attached hereto as **Exhibit A** (the "Agreement"), and authorizes the City Manager, or designee, to execute the Agreement and authorize Sponsor's local funding for the Project costs in the amount of $100,000.00, in conformance with the same.

SECTION 2. The City Manager, on behalf of Sponsor, is hereby granted the authority to execute all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Project and improvements to the Addison Airport, subject to approval of the City Council when required.

SECTION 3. This Resolution shall take effect immediately from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas this the ***14th*** day of ***NOVEMBER 2023***.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2418ADDS

Part I - Identification of the Project

TO: The Town of Addison, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the Town of Addison, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the ADDISON - ADDISON Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

   State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for ninety percent (90%) of the eligible project costs for this project or $100,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

   Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

   Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2024, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

   It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

   The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

   Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

   The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 90% of allowable charges.

   The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Additional Requirements for Certain Equipment

1. Certain purchase, installation, and subscription costs for eligible air traffic and operations monitoring equipment ("Equipment") are reimbursable as provided in this Part. If Grantee is seeking reimbursement for eligible Equipment costs, it must be shown in Attachment A.

2. For eligible Equipment, the State will reimburse 90% of the initial cost to purchase and install, not to exceed $3,000.00, and 90% of the annual subscription fee for subsequent years, not to exceed $3,000.00 per year.

3. Notwithstanding Section 2, for the one year prior to a master plan or airport layout plan update, TxDOT will reimburse up to 90% of the eligible costs, not to exceed $5,400.00.

4. Eligibility Requirements

    A. The Equipment must include the following items, at a minimum;

        1. Triangulation

        2. Noise abatement

        3. Aircraft tracking data for 30 days

        4. Direct installation without a third party

        5. Identification of pavement utilization by airplane design group for the entire airport

        6. 1 second and 3 foot accuracy

        7. Equal effectiveness at both towered and non-towered airports

        8. Tracking of military and government aircraft, including FAA blocked aircraft

    B. In order for costs to be eligible for RAMP reimbursement:

        1. The Sponsor must maintain and operate the Equipment for 3 years.

        2. On at least a quarterly basis, the Sponsor must provide to the State all data produced and collected by the Equipment.

        3. To be eligible for reimbursement of the annual subscription fee after the first year, the Sponsor must participate in the Routine Airport

Maintenance Program, have an executed Grant Agreement for that year, and comply with all grant requirements.

A. The State may conduct on-site or off-site monitoring reviews of the Equipment during the initial required 3-year term, and during any years Sponsor seeks reimbursement of subscription costs. The Sponsor shall fully cooperate with the State and provide any required documentation. The Sponsor shall grant full access to the Equipment to the State or its authorized designee for the purpose of determining compliance, including, but not limited to:

1. Whether the Equipment, and its operation and maintenance, are consistent with the requirements set forth in the Grant Agreement and this First Amendment;

2. Whether the Sponsor is making timely progress with installation of the Equipment, and whether its management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in the Grant Agreement and this First Amendment, and are fully and accurately reflected in reports submitted to the State.

B. Failure to maintain compliance with these requirements may result in the Sponsor having to repay grant funds to the State.

Part IV - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:

a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and

b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and

c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and

d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips,

taxiways, parking aprons, roads, airport lighting and navigational aids; and

e. through the fence access shall be reviewed and approved by the State; and

f. it shall not permit non-aeronautical use of airport facilities, unless noted on an approved Airport Layout Plan, without prior approval of the State/FAA. This includes but is not limited to: the process of land disposal, any changes to the aeronautical or non-aeronautical land uses of the airport, land's deeded use from non-aeronautical to aeronautical, requests of concurrent use of land, interim use of land, approval of a release from obligations from the State/FAA, any of which will require 18 months, or longer; and

g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and

h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and

k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance

or order approved by the State.

l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.

3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

   If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.

5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.

6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.

7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART V - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.

2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:

   a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;

   b. enter into contracts as necessary for execution of scope of services;

   c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

   d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;

   e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

   f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART VI - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.

2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.

   a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

   b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.

4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.

5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.

6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VII - Acceptances

Sponsor

The Town of Addison, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20___.

The Town of Addison, Texas
Sponsor

_____
Sponsor Signature

David Gaines, City Manager
Sponsor Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By:_____

Date:_____

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2418ADDS

The Town of Addison does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: David Gaines, City Manager

Date: _____

Certification of State Single Audit Requirements

I, Amanda Turner, do certify that the Town of Addison will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the Town of Addison spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the Town of Addison will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

_____
Signature

Assistant Director of Finance
Title

_____
Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2418ADDS

The Town of Addison designates, Joel Jenkinson, Addison Airport Director
(Name, Title)
as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The Town of Addison, Texas
(Sponsor)

By: _____

Title: David Gaines, City Manager

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: 4545 Jimmy Doolittle, Suite 200

Addison, TX 75001

Overnight Mailing Address: 4545 Jimmy Doolittle, Suite 200

Addison, TX 75001

Telephone/Fax Number: 972-392-4855

Email address: jjenkinson@addisontx.gov

City Council (FY24) **5. a.**

Meeting Date: 11/14/2023

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. O13-051, for property located at 4875 Belt Line Road, that is currently zoned Commercial-2 (C-2), to allow modifications to the development plan. Case 1892-SUP/4875 Belt Line Road (Home2 Suites).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend Special Use Permit (SUP), Ordinance No. O13-051, for property located at 4875 Belt Line Road, which is currently zoned Commercial-2 (C-2), to allow modifications to the development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

1892-SUP Presentation
1892-SUP Ordinance
1892-SUP Staff Report
1892-SUP Letter of Intent
1892-SUP Plans

Home2 Suites Special Use Permit (1892-SUP)

Case 1892-SUP Home2 Suites

LOCATION:

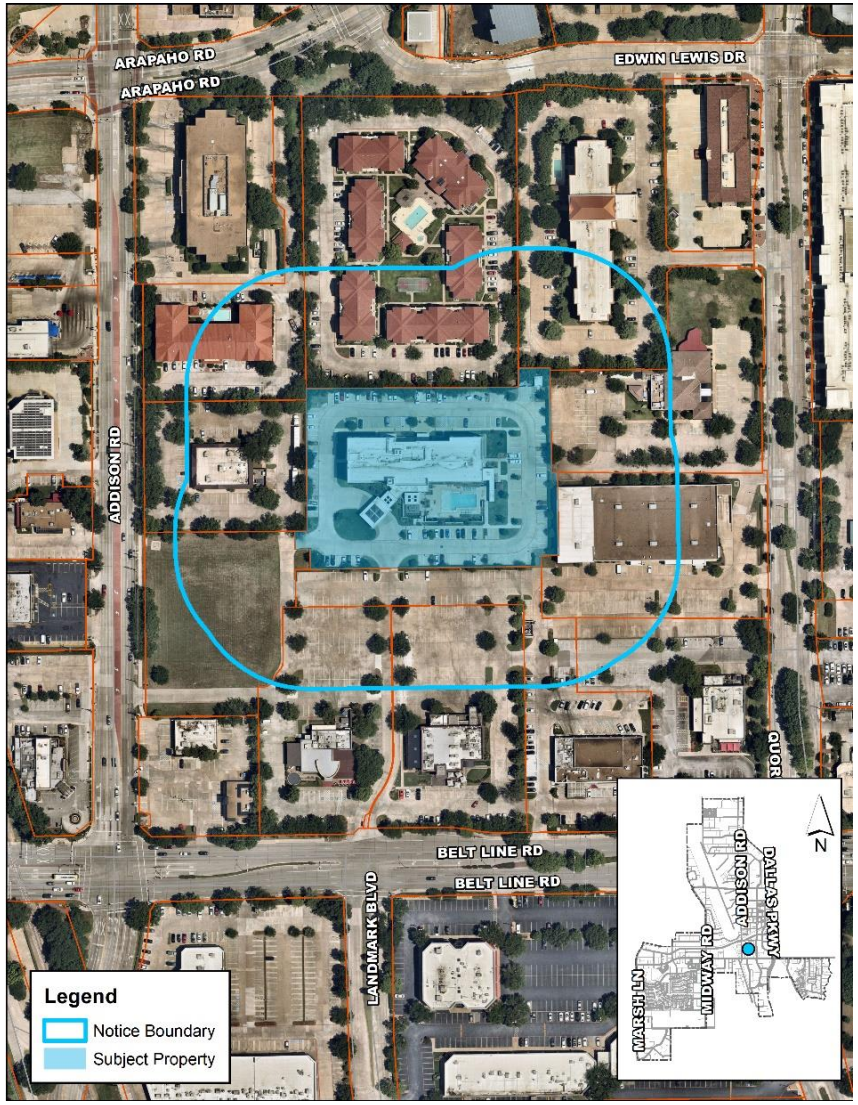
4875 Belt Line Road

REQUEST:

Approval of a Special Use Permit Amendment to modify the development plan for Ordinance No. O13-051.

ACTION REQUIRED:

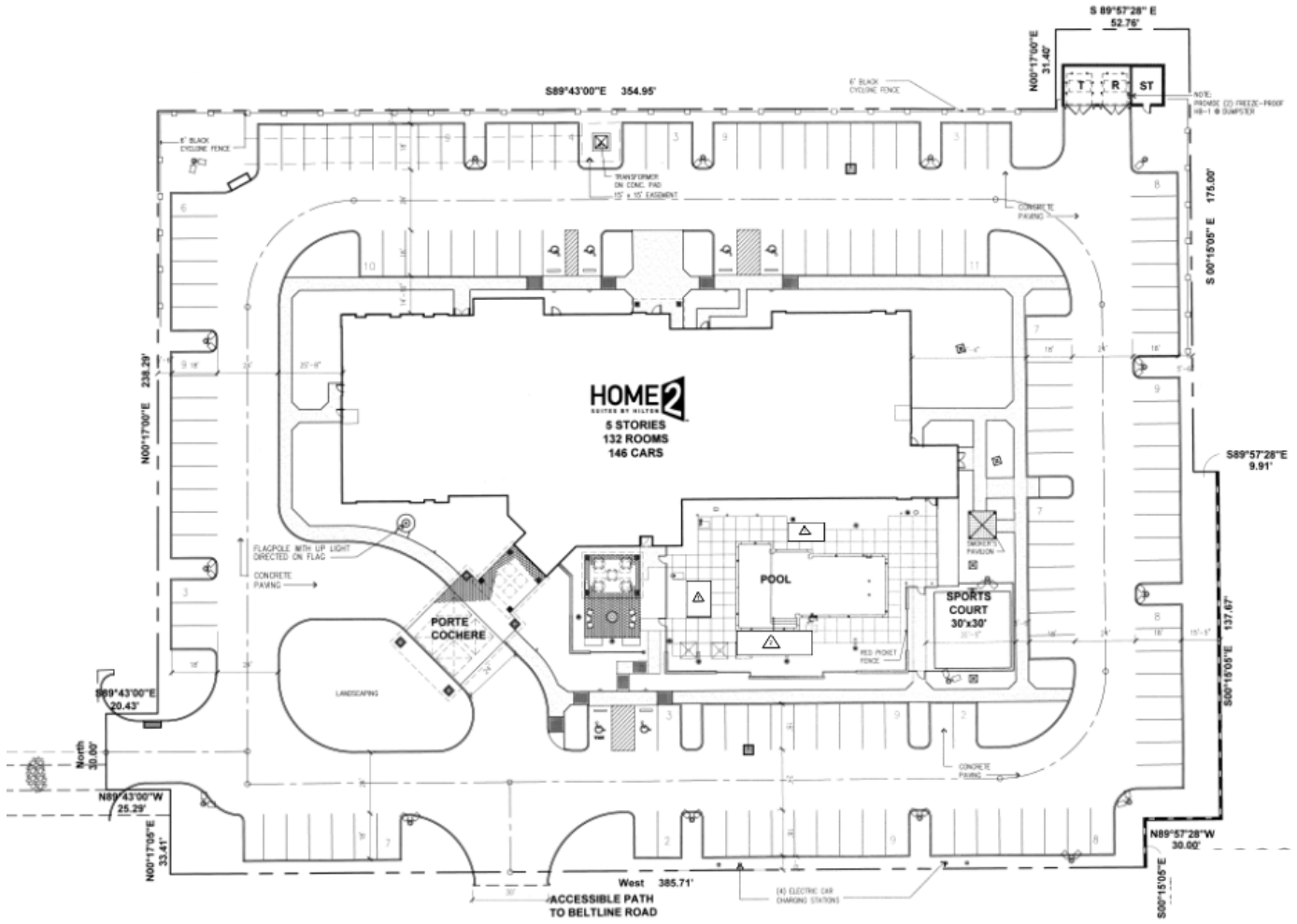
Discuss, consider, and take action on the appropriateness of the proposed site conditions for the subject property.



Case 1892-SUP Home2 Suites

PROJECT HISTORY:

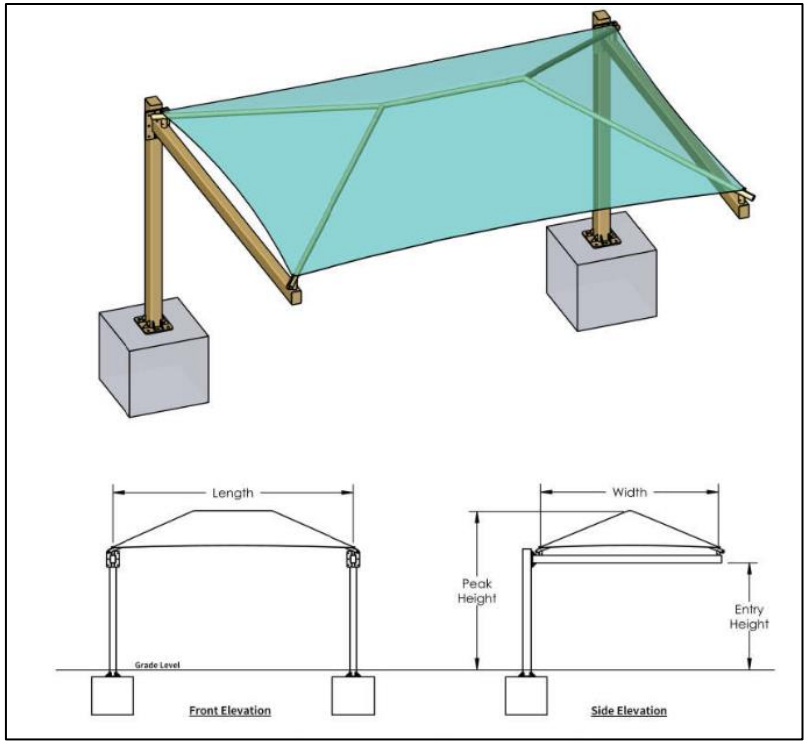
- 1992 – Rezoned from Commercial-1 (C-1) to Commercial-2 (C-2) via Ord. No. 092-038.
- 2013 – SUP, Ord. No. 013-051, to allow a hotel.
- 2016 – SUP, Ord. No. 016-038, to allow the sale of beer and wine at a hotel.
- Present – Proposed SUP Amendment to modify development plan for Ord. No. 013-051.



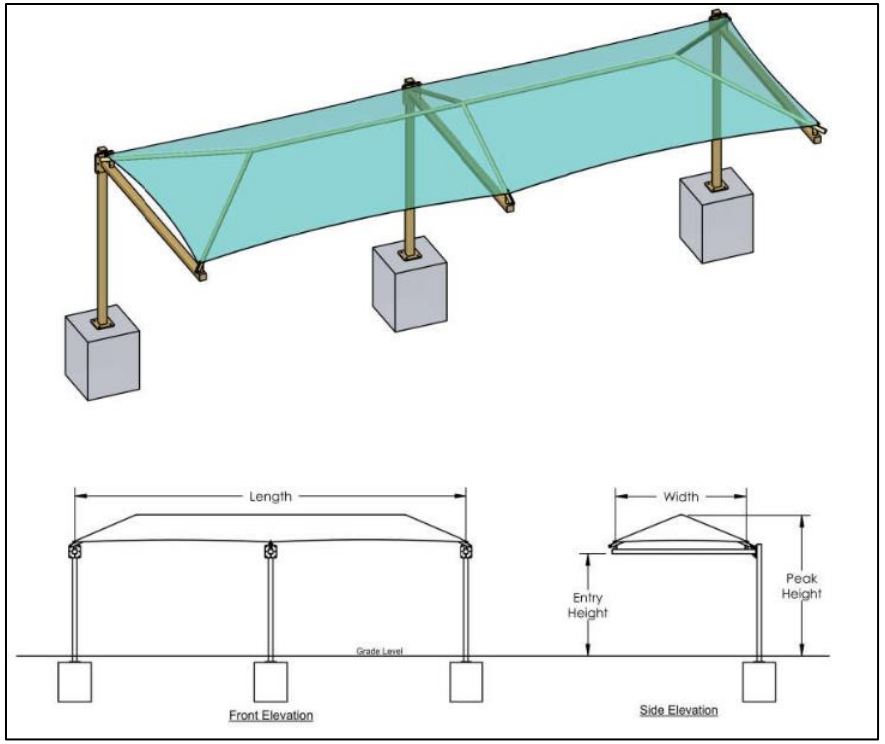
Case 1892-SUP Home2 Suites

SHADE STRUCTURES:

- Three freestanding, cantilever structures proposed over the existing patio.
- Constructed of steel with polyethylene cover.

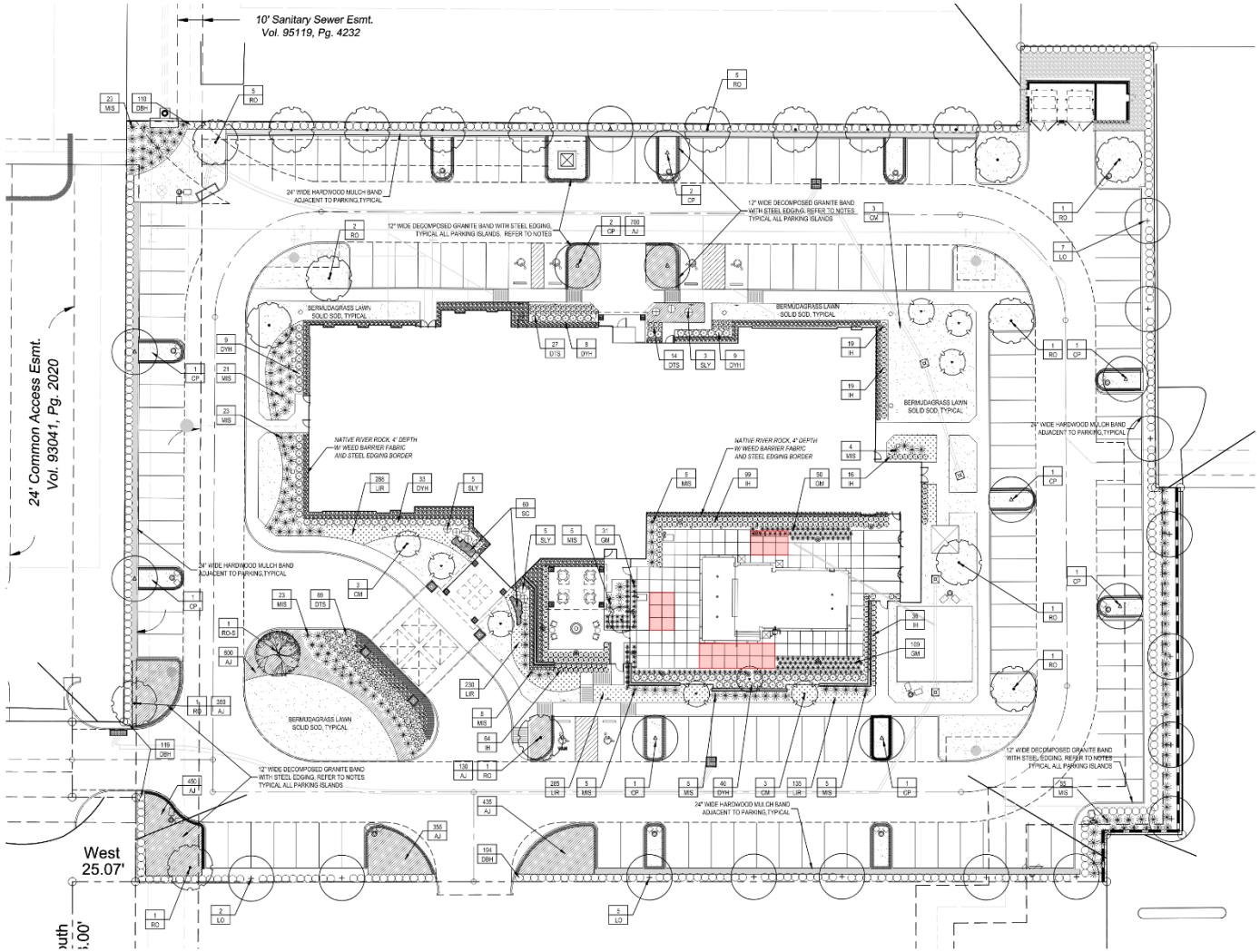


9 ft. X 12 ft. (108 sq. ft.)



8 ft. X 24 ft. (192 sq. ft.)

Case 1892-SUP Home2 Suites



PARKING:

- No modifications are proposed to the existing parking.

OPEN SPACE AND LANDSCAPE:

- No modifications are proposed to the existing open space and landscaping.

EXTERIOR APPEARANCE:

- No modifications are proposed to the building façades.

Case 1892-SUP Home2 Suites

PUBLIC NOTICE:

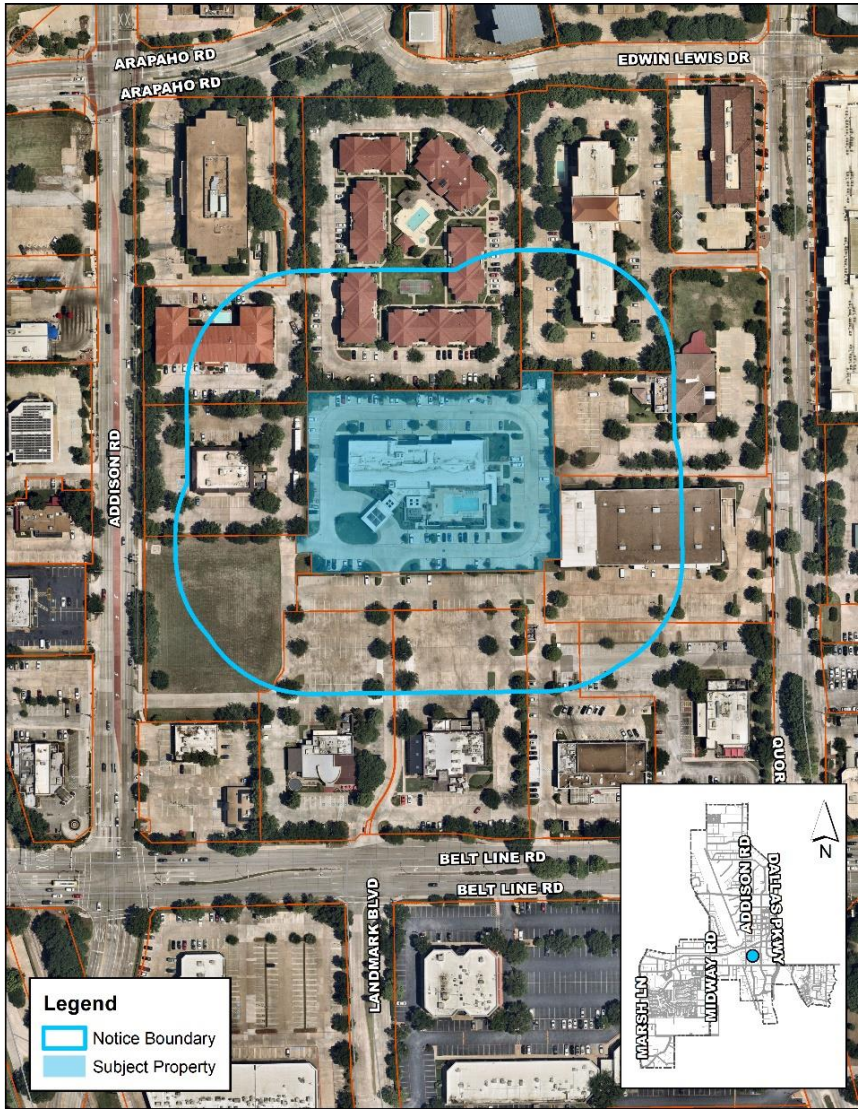
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 13

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 6-0



Case 1892-SUP Home2 Suites

RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING SPECIAL USE PERMIT (SUP), ORDINANCE NO. O13-051, FOR THE PROPERTY LOCATED AT 4875 BELT LINE ROAD, TO AMEND THE DEVELOPMENT PLAN FOR AN EXISTING HOTEL; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on October 17, 2023, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit amendment (Case No.1892-SUP) to amend the development plan for an existing hotel at the property located at 4875 Belt Line Road (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Commercial-2 (C-2), with Special Use Permit (SUP) by Ordinance No. O13-051; and

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

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

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

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

SECTION 2. A Special Use Permit amendment to adopt a new development plan for an existing hotel for the Subject Property, is hereby granted subject to the following conditions:

(a) The subject property shall be improved in accordance with the site plan, landscape plan, and elevations, which are attached hereto as **Exhibit A**, and made a part hereof for all purposes.

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

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

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***NOVEMBER 2023.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

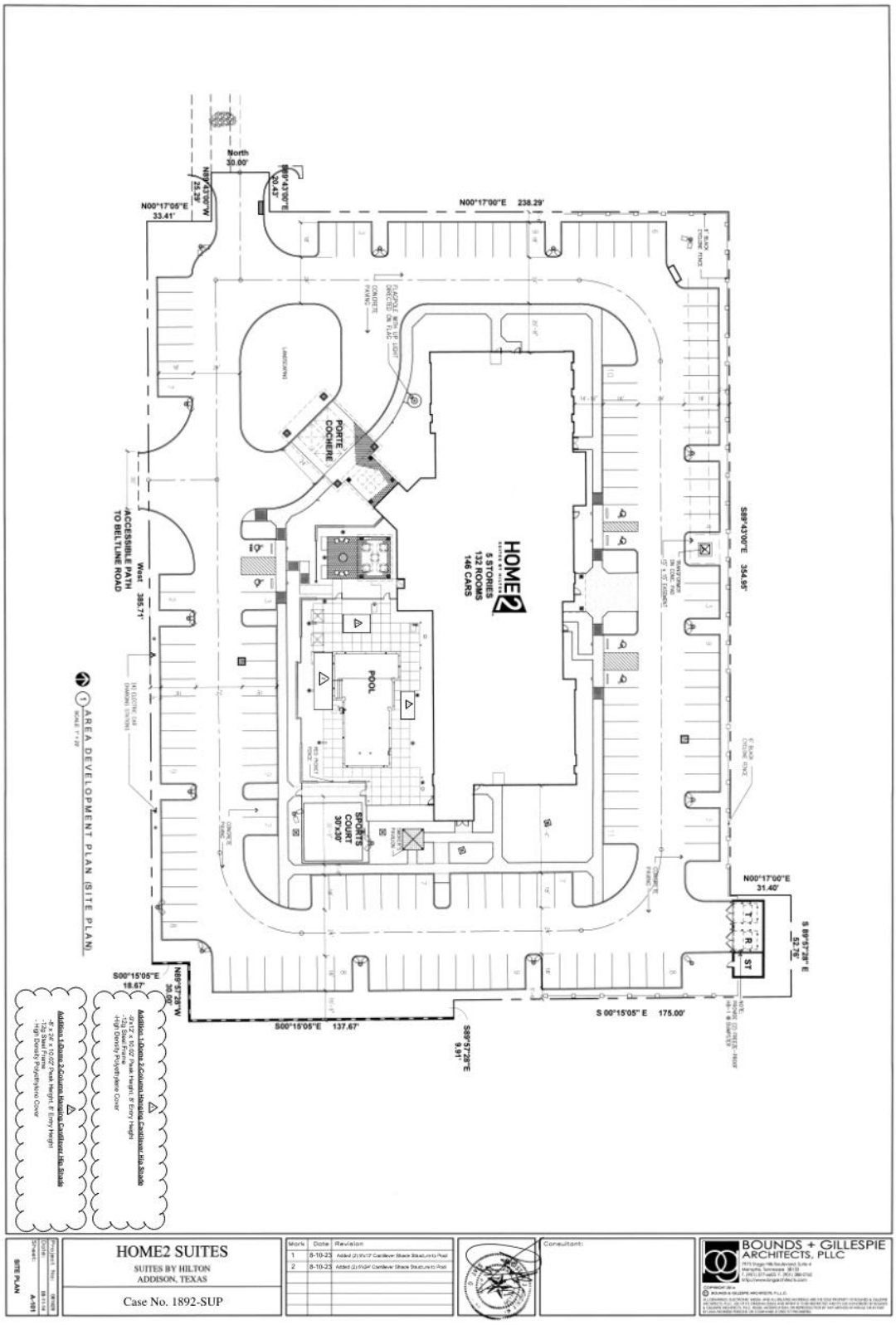

North
30.00'
N89°43'00"W
25.29'
S89°43'00"E
20.43'
N00°17'05"E
33.41'
N00°17'00"E 238.29'
PORTE COCHERE
HOME2
5 STORIES
132 ROOMS
146 CARS
POOL
SPORTS COURT
30'x30'
ACCESSIBLE PATH TO BELTLINE ROAD
West 385.71'
S89°43'00"E 394.95'
N00°17'00"E
31.40'
S 89°57'28" E
52.78'
ST
S00°15'05"E
18.67'
N89°57'28"W
30.00'
S00°15'05"E 137.67'
S89°57'28"E
9.81'
S 00°15'05" E 175.00'
AREA DEVELOPMENT PLAN (SITE PLAN)
HOME2 SUITES
SUITES BY HILTON
ADDISON, TEXAS
Case No. 1892-SUP
SITE PLAN
A-101
BOUNDS + GILLESPIE ARCHITECTS, PLLC

EXHIBIT A

24' Common Access Esmt.
Vol. 93041, Pg. 2020
15' Sanitary Sewer Esmt.
Vol. 95116, Pg. 4228
01 LANDSCAPE PLAN
LANDSCAPE NOTES
GENERAL LAWN NOTES
SOLID SOD NOTES
DECOMPOSED GRANITE NOTES
MAINTENANCE NOTES
IMPROVED NORTH AMERICAN PROTOTYPE
LANDSCAPE PLAN
L1

EXHIBIT A

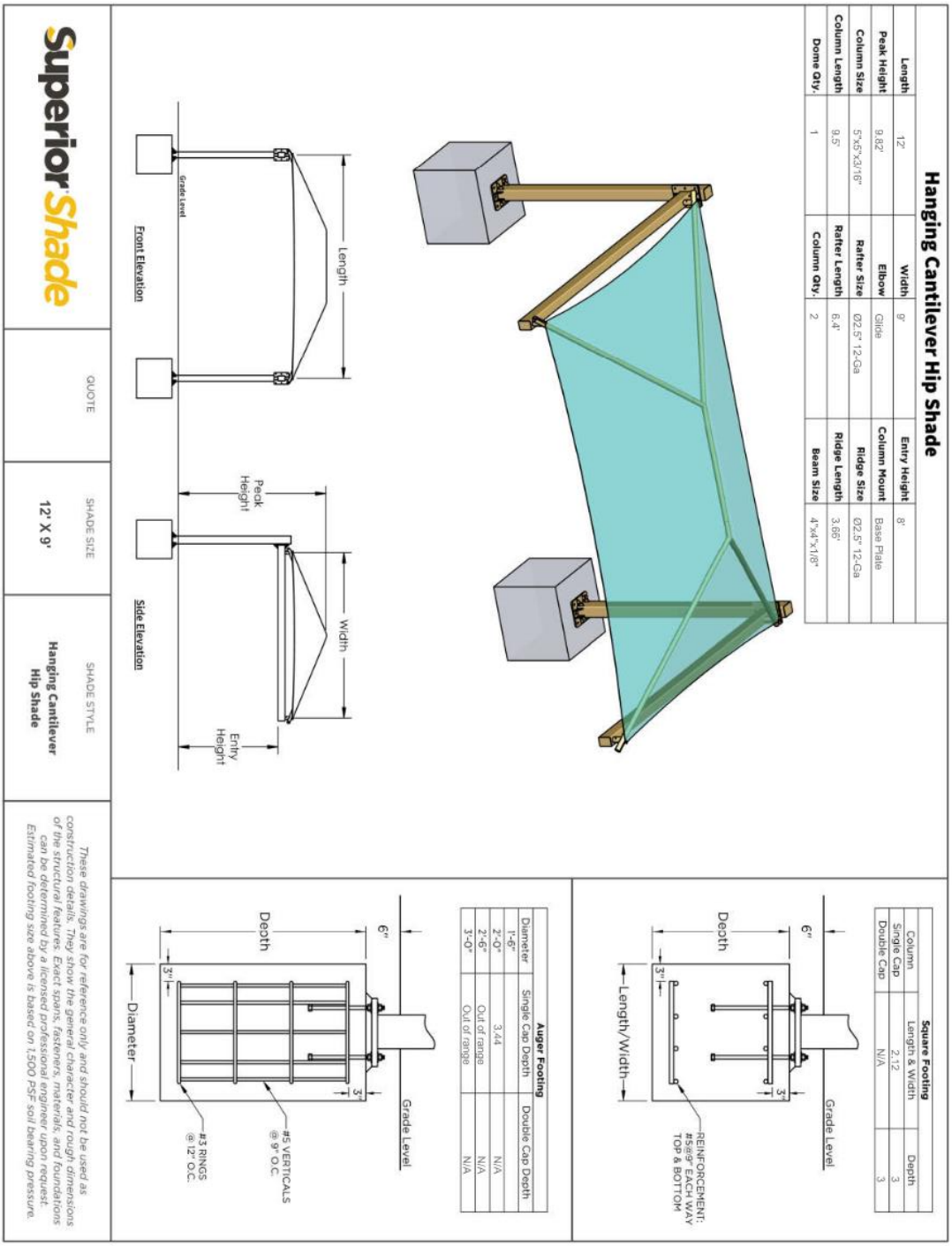

Hanging Cantilever Hip Shade
Length 12'
Peak Height 9.82'
Column Size 5"x5"x3/16"
Column Length 9.5'
Dome Qty. 1
Width 9'
Elbow Glide
Rafter Size Ø2.5" 12-Ga
Rafter Length 6.4'
Column Qty. 2
Entry Height 8'
Column Mount Base Plate
Ridge Size Ø2.5" 12-Ga
Ridge Length 3.65'
Beam Size 4"x4"x1/8"
Square Footing
Column
Length & Width
Depth
Single Cap
2:12
3
Double Cap
N/A
3
Grade Level
6"
Depth
3"
Length/Width
REINFORCEMENT: #5@9" EACH WAY TOP & BOTTOM
Auger Footing
Diameter
Single Cap Depth
Double Cap Depth
1'-6"
2'-0"
3.44
N/A
2'-6"
Out of range
N/A
3'-0"
Out of range
N/A
Grade Level
6"
Depth
3"
Diameter
#5 VERTICALS @ 9" O.C.
#3 RINGS @ 12" O.C.
Front Elevation
Grade Level
Length
Peak Height
Side Elevation
Width
Entry Height
Superior Shade
QUOTE
SHADE SIZE
12' X 9'
SHADE STYLE
Hanging Cantilever Hip Shade
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.
Estimated footing size above is based on 1,500 PSF soil bearing pressure.

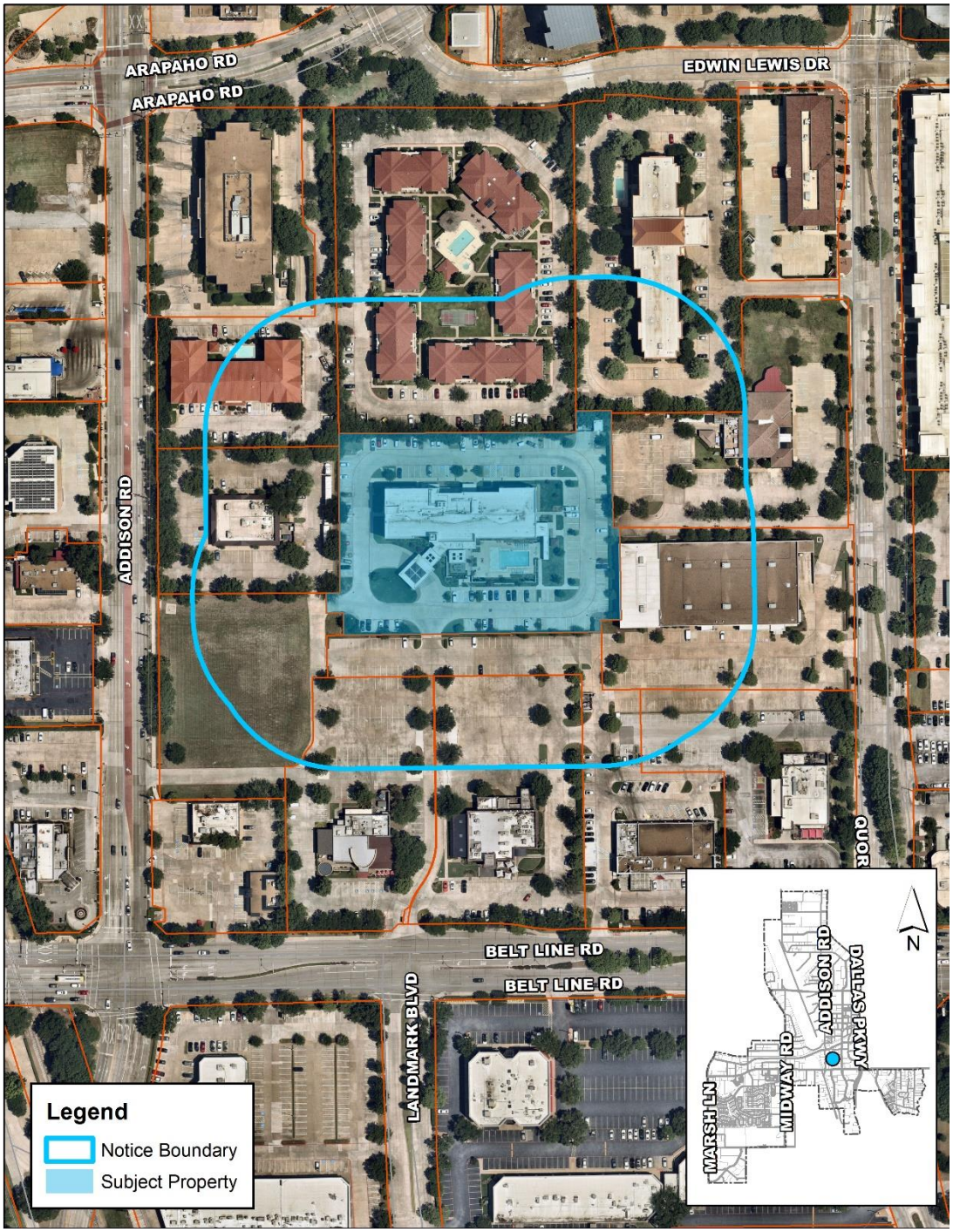
EXHIBIT A

1-Dome 3-Column Hanging Cantilever Hip Shade
Length 24'
Width 8'
Peak Height 9.62'
Elbow Glide
Entry Height 8'
Column Size 5"x5"x3/16"
Rafter Size Ø2.875" 12-Ga
Column Mount Base Plate
Column Length 9.5'
Rafter Length 5.69'
Ridge Size Ø2.875" 12-Ga
Ridge Length 16.59'
Dome Qty. 1
Column Qty. 3
Beam size 4"x4"x3/16"
Square Footing
Column
Length & Width
Depth
Single Cap
2.31
3
Double Cap
N/A
3
Grade Level
6"
Depth
3"
Length/Width
REINFORCEMENT: #5@9" EACH WAY TOP & BOTTOM
Auger Footing
Diameter
Single Cap Depth
Double Cap Depth
1'-6"
2'-0"
4.08
N/A
2'-6"
Out of range
N/A
3'-0"
Out of range
N/A
Grade Level
6"
Depth
3"
Diameter
#5 VERTICALS @ 9" O.C.
#3 RINGS @ 12" O.C.
Front Elevation
Length
Grade Level
Entry Height
Width
Peak Height
Side Elevation
Superior Shade
QUOTE
QUO0260263
SHADE SIZE
24' X 8'
SHADE STYLE
1-Dome 3-Column Hanging Cantilever Hip Shade
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.
Estimated footing size above is based on 1,500 PSF soil bearing pressure.

1892-SUP

PUBLIC HEARING Case 1892-SUP/4875 Belt Line Road (Home2 Suites). Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. O13-051, for property located at 4875 Belt Line Road, that is currently zoned Commercial-2 (C-2), to allow modifications to the development plan.

LOCATION MAP



October 17, 2023

STAFF REPORT

RE:	1892-SUP/4875 Belt Line Road (Home2 Suites)
LOCATION:	4875 Belt Line Road
REQUEST:	Approval of a request to amend Special Use Permit, Ordinance No. O13-051, to modify the development plan. (Application Date: 08/17/2023)
APPLICANT:	Tommy Davis, Koper Enterprises Inc.

DISCUSSION:

Background: The subject property is located at 4875 Belt Line Road. The existing hotel, Home2 Suites, has been operating since 2017. The subject property is zoned Commercial-2 (C-2), with Special Use Permit (SUP), Ordinance No. O13-051, to allow a hotel. An additional SUP, Ordinance No. O16-038, was later granted to allow the sale of alcohol for off-premises consumption.

Home2 Suites is an existing hotel with 132 guest rooms. The hotel offers various guest amenities including a fitness center, business center, and outdoor pool. There is no restaurant or bar on site. The hotel requested an amendment to the existing SUP, Ordinance No. O13-051, to update the development plan to allow the construction of three shade structures on the outdoor patio. The shade structures will be located immediately surrounding the existing outdoor pool. The structures will be constructed of steel with a polyethylene cover. The hotel has expressed an interest in providing additional shade on the patio to make the outdoor space more enjoyable for guests.

Proposed Plan: With this request, Home2 Suites would construct three steel shade structures within the existing patio area, immediately surrounding the pool. The applicant proposes two 108 square foot (9' by 12') structures and one 192 square foot (8' by 24') structure. Both structures will be a maximum of 10 feet tall.

Parking: No modifications are proposed to the existing parking approved by Ordinance No. O13-051.

Exterior Facades: No modifications are proposed to the primary facade approved by Ordinance No. O13-051.

Landscaping and Open Space: No modifications are proposed to the existing landscaping and open space approved by O13-051.

RECOMMENDATION: **APPROVAL**

The addition of three shade structures on the patio will enhance an existing amenity for hotel guests. This improvement will not affect the existing site conditions including parking, landscaping, or open space. The request is unlikely to have a detrimental impact on the exterior appearance of the site.

Staff recommends approval of the request.

Case 1892-SUP/4875 Belt Line Road (Home2 Suites)

October 17, 2023

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend Special Use Permit (SUP), Ordinance No. O13-051 on property located at 4875 Belt Line Road, which is currently zoned Commercial-2 (C-2), to allow modifications to the development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Special Use Permit Amendment Request

Home2 Suites by Hilton

4875 Beltline Road

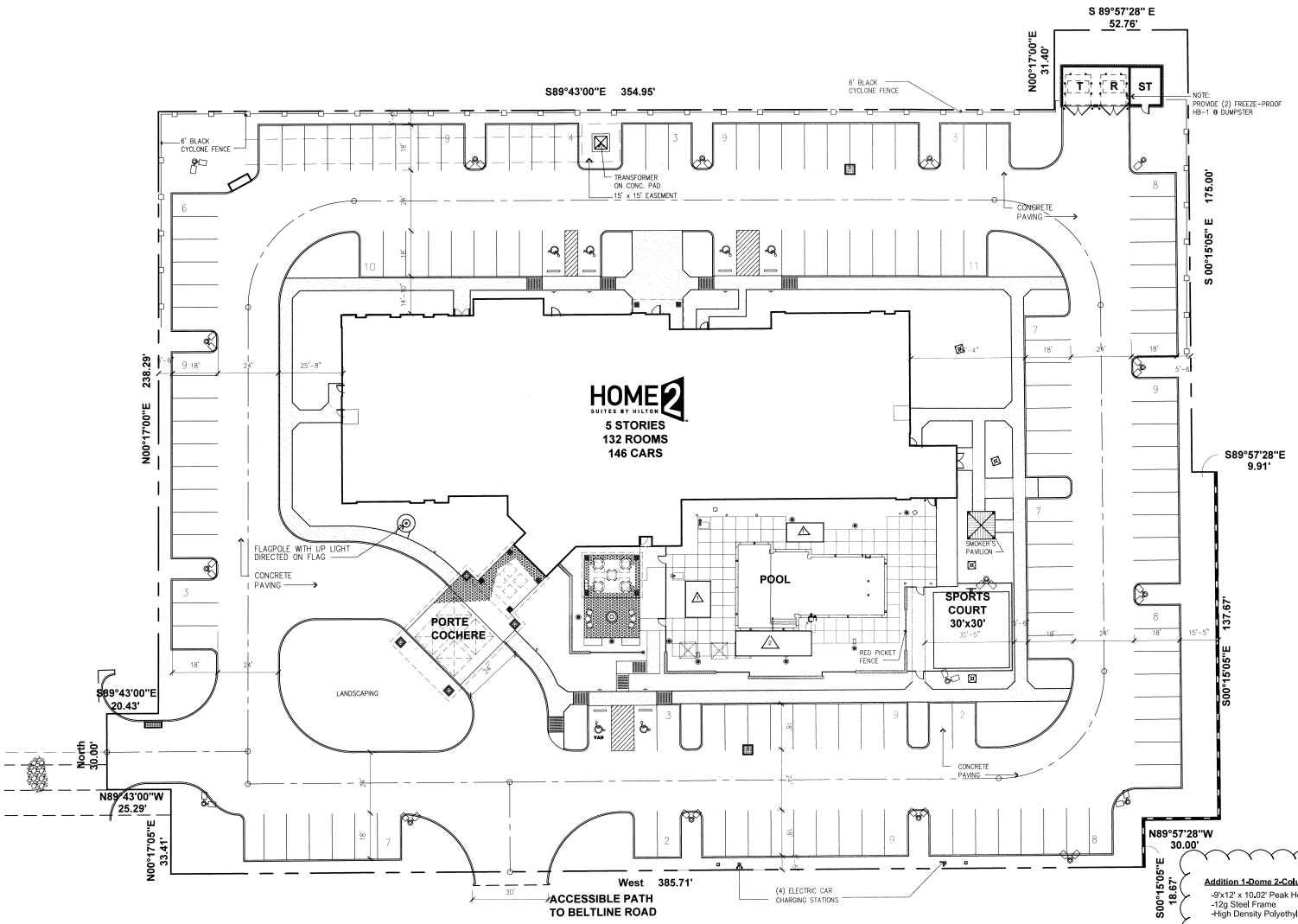
Addison, TX 75254

Application for an Amendment to the Special Use Permit for the Home2 Suites by Hilton Hotel located at Northeast Corner of Belt Line Road and Addison Road. A portion of Lot 3, Block A, Beltway-Quorum Addition, an addition to the Town of Addison as recorded in Volume 2005102, Page 184 Plat Records, Dallas County, Texas and a portion of Lot 2, Block A, Beltway-Quorum Addition, an addition to the Town of Addison as recorded in Volume 2004024, Page 9 Plat Records, Dallas County, Texas and a portion of a tract of land described in deed to Addison Quorum Partners, Ltd. as recorded in Instrument No. 200600031761 Official Public Records, Dallas County, Texas.

Home2 Suites proposes the addition of Three cantilever Shade Structures to the pool area using prefabricated steel framework with a High Density Polyethylene Cover. Drawings and engineering are included in the submittal. There are no proposed modifications to the existing structure, landscaping or open space with this request.

Tommy Davis

Director of Operations



1 AREA DEVELOPMENT PLAN (SITE PLAN)
SCALE: 1" = 20'

Addition 1-Dome 2-Column Hanging Cantilever Hip Shade
-9'x12' x 10.02' Peak Height, 8' Entry Height
-12g Steel Frame
-High Density Polyethylene Cover

Addition 1-Dome 2-Column Hanging Cantilever Hip Shade
-8' x 24' x 10.02' Peak Height, 8' Entry Height
-12g Steel Frame
- High Density Polyethylene Cover

BOUNDS + GILLESPIE ARCHITECTS, PLLC
7975 Stage Hills Boulevard, Suite 4
Memphis, Tennessee 38133
(901) 213-6640 FAX: (901) 388-5745
http://www.bngarchitects.com

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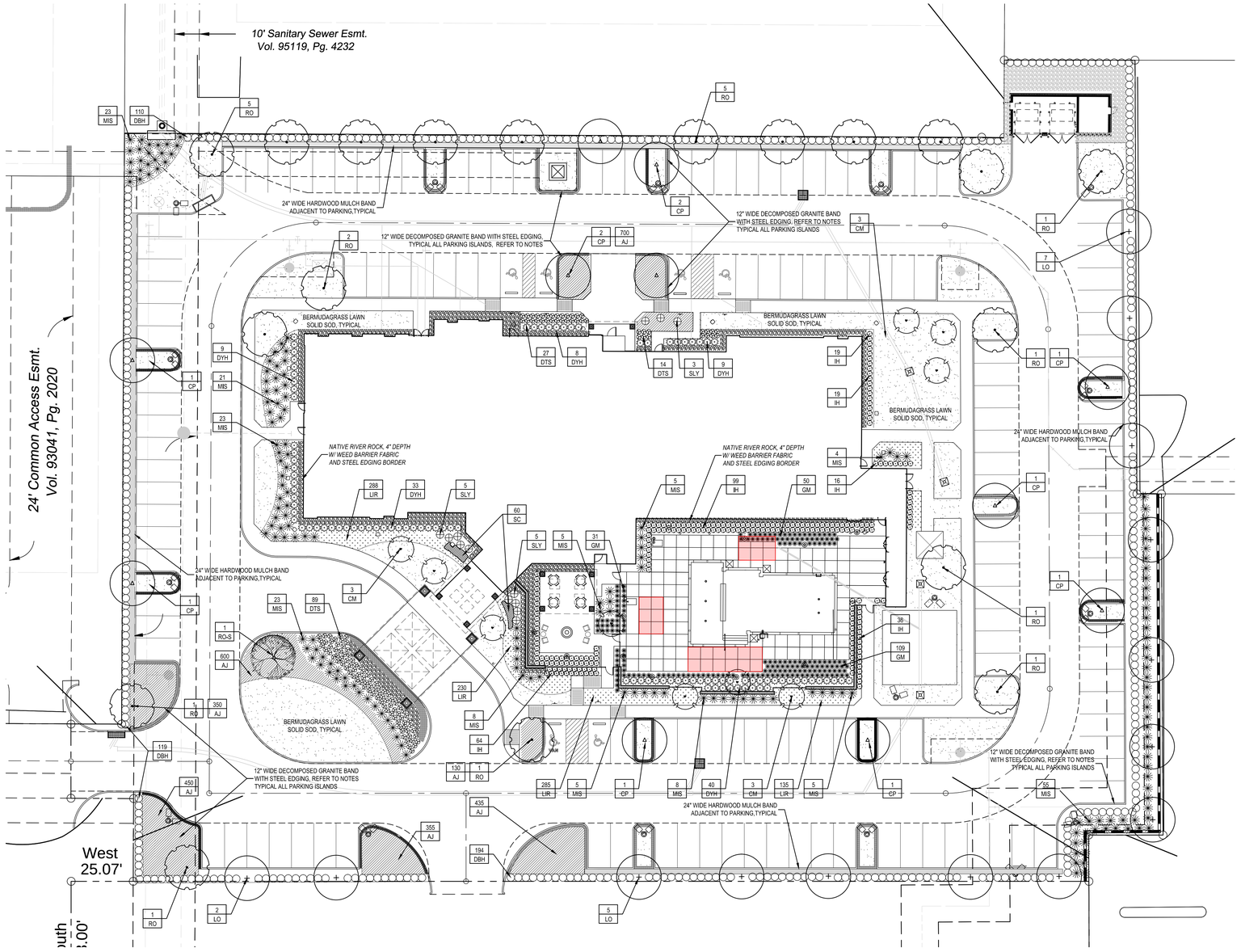
Consultant:

Mark	Date	Revision
1	8-10-23	Added (2) 9'x12' Cantilever Shade Structure to Pool
2	8-10-23	Added (2) 8'x24' Cantilever Shade Structure to Pool

HOME2 SUITES
SUITES BY HILTON
ADDISON, TEXAS
Case No. 1892-SUP

Project No: 06429
Date: 08-11-14
Sheet: A-101

SITE PLAN



01 LANDSCAPE PLAN
SCALE: 1" = 20'-0"

0 10 20 40

PLANT LIST

TREES

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
9	CM	Crepe Myrtle	*Lagerstroemia indica*	8' ht.	container grown, 3-5 trunk, no cross canes, 4' spread, matching
11	CP	Chinese Pistache	*Pistacia chinensis*	4" cal.	container grown, 15' ht., 5' spread, 5' branching ht., matching
14	LO	Live Oak	*Quercus virginiana*	4" cal.	container grown, 15' ht., 5' spread, 5' branching ht., matching
19	RO	Red Oak	*Quercus shumardii*	4" cal.	container grown, 15' ht., 5' spread, 5' branching ht., matching
1	RO-S	Red Oak	*Quercus shumardii*	6"- 8" cal.	specimen tree, 6" - 8" to be approved by Landscape Architect

SHRUBS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
423	DBH	Dwarf Burford Holly	*Ilex cornuta 'Burfordii Nana'*	3' ht.	container full, 20" spread, 30" o.c.
99	DYH	Dwarf Yaupon Holly	Ilex vomitoria 'Nana'	5 gal.	container full, 20" spread, 30" o.c
130	DTS	Dwarf Texas Sage	Leucophyllum frutescens	5 gal.	container full, 20" spread, 30" o.c
253	IH	Indian Hawthorne	Raphiolepsis indica 'Ballerina'	5 gal.	container full, 24" spread, 24" o.c
185	MIS	Miscanthus	*Miscanthus sinensis 'Gracillimus'*	5 gal.	container full, 24" spread.
13	SLY	Soft Leaf Yucca	*Yucca recurvifolia*	7 gal.	container full, 36" ht.

GROUNDCOVERS

QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
3,020	AJ	Asian Jasmine	Trachelospermum asiaticum	6" pots	container (4) 12" runners min., 12" o.c.
938	LIR	Liriope	Liriope Gigantea	4" pots	container (3) 12" runners min., 12" o.c.
60	SC	Seasonal Color			

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

LANDSCAPE NOTES

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

GENERAL LAWN NOTES

1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation
7. Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

SOLID SOD NOTES

1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

TOWN OF ADDISON LANDSCAPE NOTES

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

MAINTENANCE NOTES

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

DECOMPOSED GRANITE NOTES

1. Provide Decomposed Granite with 'Stabilizer' Binder additive surfacing as indicated on drawings.
2. Submit representative samples of items specified for approval by Landscape Architect, Architect and Owner.
3. Decomposed Granite base material shall consist of a natural material mix of granite aggregate not to exceed 1/8" diameter in size and various stages of decomposed earth base.
4. Filter Fabric: Fabric shall be 'Mirascape', non-woven needle punched fabric made from polypropylene, non-biodegradable, inert to soil chemicals, acids and alkalines over a pH range of 3 - 12, as manufactured by MIRAFI Inc., or approved equal.
5. 'Stabilizer' Binder additive to be provided by:
   Stabilizer Solutions
   1 (800) 336-2468; www.stabilizersolutions.com
   Blend to be 12 - 16 lbs. of Stabilizer per ton of Decomposed Granite, thoroughly mixed throughout.
6. Provide grade stakes at 10 foot centers to insure grade points indicated on drawings are met. Insure scope of subgrade and finish surface meets cross sections indicated in details.
7. Prepare subgrade by excavating existing material soils to a maximum depth of 4".
8. After excavation, rototill or scarify top 1 inch of subgrade and compact to 95% standard proctor using double drum, single drum or automatic hand tampers.
9. Install filter fabric in bottom of excavation to limits of path.
10. Place four (4) inches of Decomposed Granite with 'Stabilizer' Binder over a dry sub-base. Do not install on wet sub-base. Provide compaction of material to maximum limits with automatic hand tampers in one inch lifts, unless noted otherwise on details. Compact to achieve a light material matrix.
11. Refer to Specifications, 02519 for additional notes.
12. Provide twenty (20) 50 lbs. bags of pre-mixed Decomposed Granite for future use in repair and maintenance.
13. The Contractor shall construct a sample panel 15'-0" x 15'-0" on site, at no expense to the Owner, for approval by the Landscape Architect / Owner prior to commencing work.
14. The Landscape Architect reserves the right to reject any and all work executed by the Contractor which does not meet his/her expectations and the Manufacturer's Specifications.
15. The Contractor shall make any modifications required by the Landscape Architect at no expense to the Owner.

Town of Addison Landscape Ordinance Calculator

Updated 1/18/2013 - Per Article XXI. Landscaping Regulations, Section 7 - Landscape Design Standards

General Requirements	
Total Site Sq. Ft.	126,213
Zoning	C-2
Required Landscape Areas	25,243
Total Landscape Areas Provided	***33,777***
Street Landscape Buffer (20' Width Minimum)	
Length of Street Frontage	0
Required Number of Trees (30'-0" O.C.)	0
Required Number of Shrubs (3'-0" O.C.)	0
Total Number of Trees Provided	***0***
Off-Street Loading Spaces (6' High Minimum Screen)	
Length of Property Line Adjacent to Off-Street Loading	0
Landscape Options	(Select Option)
Required Number of Shrubs	0
Number of Shrubs Provided	***(Insert Number)***
Parking Lot Screening (Adjacent to any Public or Private Street)	
Length of Property Line Adjacent to Parking Lot (Excluding driveways and access ways)	0
Landscape Options	(Select Option)
Required Number of Shrubs	N/A
Number of Shrubs Provided	***(Insert Number)***
Parking Lot Landscaping: Perimeter	
Length of Property Line Adjacent to Parking Lot	1,487
Landscape Options	5' Perimeter Landscape Strip with Trees (35' O.C.) and Shrubs (3' O.C.)
Required Number of Shrubs	496
Required Number of Trees	43
Number of Shrubs Provided	***508***
Number of Trees Provided	***44***
Parking Lot Landscaping: Interior Area	
Interior Planting Area Required	10,097
Interior Planting Areas Provided	***20,314***

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

REVISIONS

01.21.2015

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TEXAS ARCHITECTURAL REG. #6591
STE. A-2 FAX 956 / 423-0582
HARLINGEN, TEXAS 78550

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BEETLINE AT JUPITER ROAD
ADDISON, TEXAS

PROJECT No. 13024

FILE

DATE: 17OCT13

SHEET TITLE

LANDSCAPE PLAN

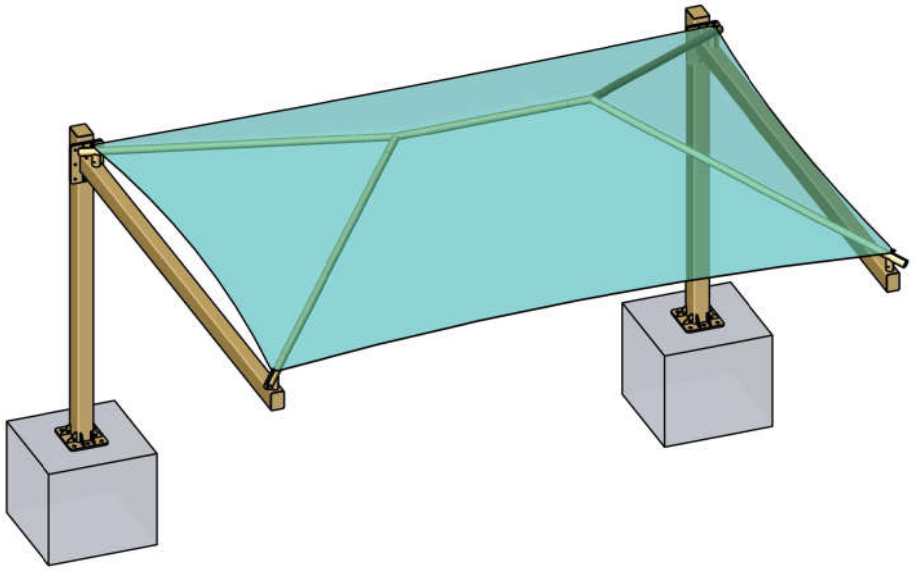
SHEET NO. L1

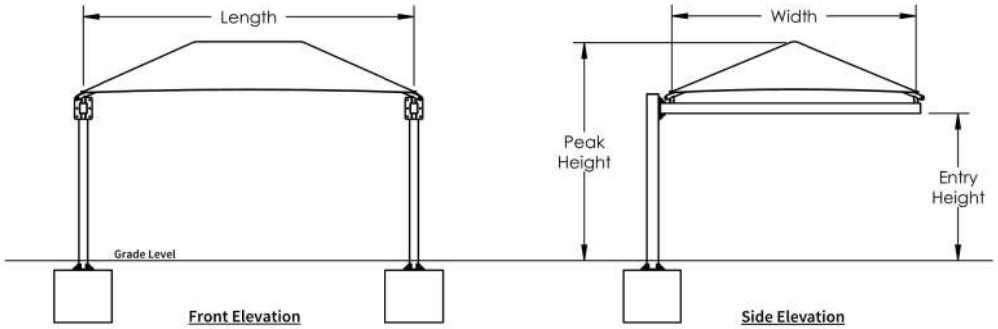
smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

CALL BEFORE YOU DIG
TEXAS ONE CALL SYSTEM

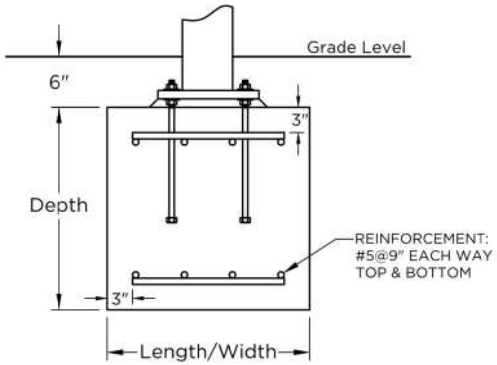
Hanging Cantilever Hip Shade

Length	12'	**Width**	9'	**Entry Height**	8'
Peak Height	9.82'	**Elbow**	Glide	**Column Mount**	Base Plate
Column Size	5"x5"x3/16"	**Rafter Size**	Ø2.5" 12-Ga	**Ridge Size**	Ø2.5" 12-Ga
Column Length	9.5'	**Rafter Length**	6.4'	**Ridge Length**	3.66'
Dome Qty.	1	**Column Qty.**	2	**Beam Size**	4"x4"x1/8"

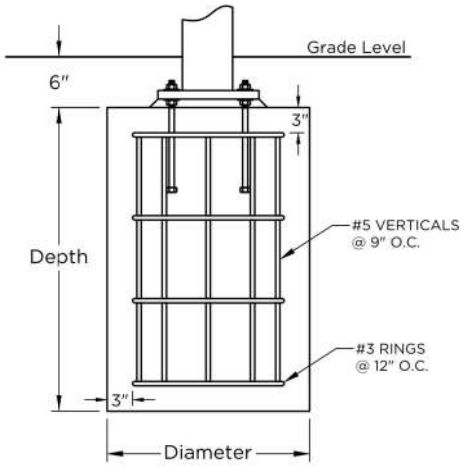




Square Footing		
Column	Length & Width	Depth
Single Cap	2.12	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	3.44	N/A
2'-6"	Out of range	N/A
3'-0"	Out of range	N/A



Superior Shade

QUOTE

SHADE SIZE

12' X 9'

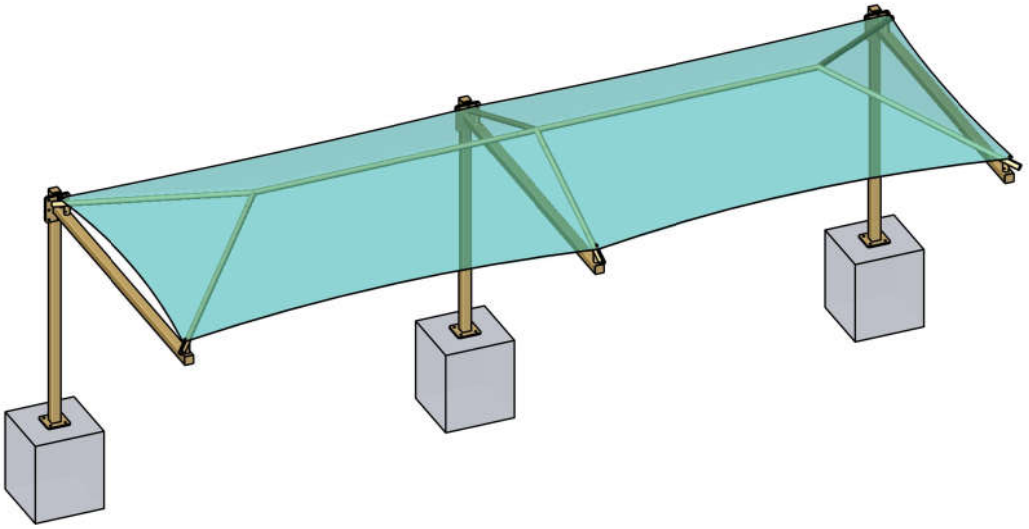
SHADE STYLE

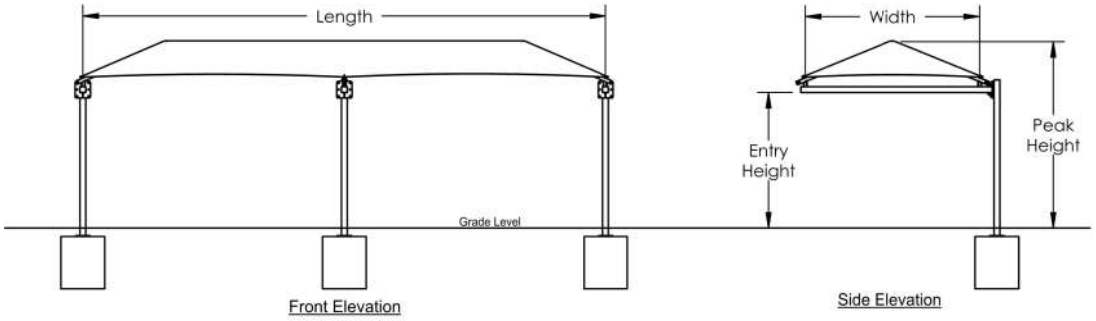
Hanging Cantilever Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

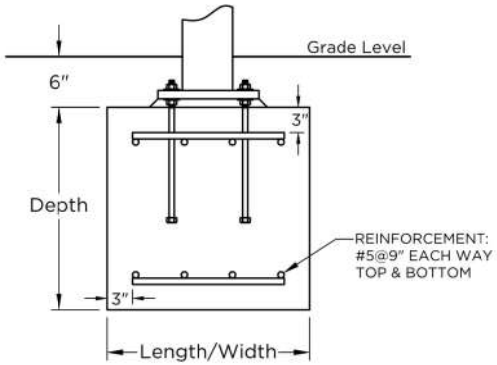
1-Dome 3-Column Hanging Cantilever Hip Shade

Length	24'	**Width**	8'	**Entry Height**	8'
Peak Height	9.62'	**Elbow**	Glide	**Column Mount**	Base Plate
Column Size	5"x5"x3/16"	**Rafter Size**	Ø2.875" 12-Ga	**Ridge Size**	Ø2.875" 12-Ga
Column Length	9.5'	**Rafter Length**	5.69'	**Ridge Length**	16.59'
Dome Qty.	1	**Column Qty.**	3	**Beam Size**	4"x4"x3/16"

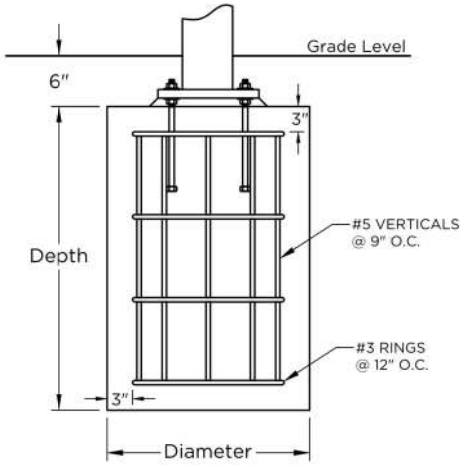




Square Footing		
Column	Length & Width	Depth
Single Cap	2.31	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	4.08	N/A
2'-6"	Out of range	N/A
3'-0"	Out of range	N/A



Superior Shade

QUOTE	SHADE SIZE	SHADE STYLE
QUO0260263	24' X 8'	1-Dome 3-Column Hanging Cantilever Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

M
D

ORDINANCE NO. 013-051

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, APPENDIX A OF THE TOWN'S CODE OF ORDINANCES, SO AS TO GRANT A SPECIAL USE PERMIT FOR A HOTEL, ON APPLICATION FROM MAGNOLIA LODGING DEVELOPMENT, LLC, LOCATED ON 2.897 ACRES OF LAND GENERALLY AT THE NORTHEAST CORNER OF BELT LINE ROAD AND ADDISON ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE, PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A SEVERABILITY CLAUSE. PROVIDING FOR A REPEAL CLAUSE; AND PROVIDING FOR A PENALTY CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, and helps promote the general welfare and safety of this community, now, therefore,

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

SECTION 1. That Comprehensive Zoning Ordinance of the Town of Addison, Texas, as heretofore amended, is hereby amended so as to grant a special use permit to a hotel. Said zoning amendment shall be noted on the official zoning map of the Town of Addison, Texas, and is situated on the following described land:

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, said tract being a portion of Lot 3, Block A, Beltway-Quorum Addition, an addition to the Town of Addison as recorded in Volume 2005102, Page 184 Plat Records, Dallas County, Texas, and a portion of Lot 2, Block A, Beltway-Quorum Addition, an addition to the Town of Addison as recorded in Volume 2004024, Page 9 Plat Records, Dallas County, Texas and also being a portion of a tract of land described in deed to Addison Southwest Ltd. as recorded in Volume 90128, Page 2666, Deed Records, Dallas County, Texas and a portion of a tract of land described in deed to Addison Quorum Partners, Ltd as recorded in Instrument No. 200600031761 Official Public Records, Dallas County, Texas, said tract being more particularly described as follows:

BEGINNING at a capped 1/2" iron rod found for corner, said rod being the northwest corner of said Lot 3 and the southwest corner of Lot 1, Block A, Summerfield\Arapaho\Addison Addition, an addition to the Town of Addison as recorded in Volume 95119, Page 4232 Plat Records, Dallas County, Texas;

THENCE South 89°43'00" East, along the common line between said Lot 3 and said Lot 1 (Summerfield), passing the northeast corner of said Lot 3 at 346.07 feet and continuing along the southerly line of said Lot 1 (Summerfield) and a northerly line of aforementioned Lot 2 (Beltway-Quorum) for a total distance of 354.95 feet to a 5/8 inch iron rod found for corner;

THENCE North 00°17'00" East, along the easterly line of said Lot 1 (Summerfield) and a westerly line of said Lot 2 (Beltway-Quorum), for a distance of 31.40 feet to a 1/2 inch iron rod found for corner, said rod being a northwest corner of said Lot 2 (Beltway-Quorum) and the southwest corner of Lot 1, Quorum Centre - East No. 2, an addition to the Town of Addison as recorded in Volume 2001188, Page 145 Plat Records, Dallas County, Texas;

THENCE South 89°57'28" East, along the common line between said Lot 2 (Beltway-Quorum) and said Lot 1 (Quorum Centre-East No. 2), for a distance of 52.76 feet to a 1/2 inch iron rod with a plastic orange cap stamped "PIBURN PARTNERS" set for corner, said rod being a northeast corner of said Lot 2 (Beltway-Quorum) and a northwest corner of Quorum Centre-East No. 1, an addition to the Town of Addison as recorded in Volume 95100, Page 3266 Plat Records, Dallas County, Texas;

THENCE South 00°15'05" East, along the common line between said Lot 2 (Beltway-Quorum) and said Quorum Centre East-No. 1, for a distance of 175.00 feet to an "X" cut in concrete found for corner, said "X" being the southwest corner of said Quorum Centre-East No 1;

THENCE South 89°57'28" East, along the common line between said Lot 2 (Beltway-Quorum) and said Quorum Centre East-No. 1, for a distance of 9.91 feet to an "X" cut in concrete set for corner, said "X" being a northwest corner of Lot 1, Belt Line-Quorum Addition, an addition to the Town of Addison as recorded in Volume 91077, Page 4068 Plat Records, Dallas County, Texas;

THENCE South 00°15'05" East, along the common line between said Lot 2 (Beltway-Quorum) and said Lot 1 (Belt Line-Quorum), for a distance of 137.67 feet to an "X" cut in concrete set for corner;

THENCE North 89°57'28" West, along said common line, for a distance of 30.00 feet to an "X" cut in concrete set for corner;

THENCE South 00°15'05" East, continuing along said common line, for a distance of 18.67 feet to an "X" cut in concrete set for corner;

THENCE West, through said Lot 2 (Beltway-Quorum), passing an easterly line of aforementioned Lot 3 at 33.20 feet and continuing through said Lot 3 for a total distance of 385.71 feet to a 1/2 inch iron rod with a plastic orange cap stamped "PIBURN PARTNERS" set for corner;

THENCE North 00°17'00" East, for a distance of 33.41 feet to a 1/2 inch iron rod with a plastic orange cap stamped "PIBURN PARTNERS" set for corner;

THENCE North 89°43'00" West, for a distance of 25.29 feet to a 1/2 inch iron rod with a plastic orange cap stamped "PIBURN PARTNERS" set for corner;

THENCE North, for a distance of 30.00 feet to a 1/2 inch iron rod with a plastic orange cap stamped "PIBURN PARTNERS" set for corner in a northerly line of aforementioned Lot 3 and the southerly line of Lot 1, Addison Road-Quorum Addition, an addition to the Town of Addison as recorded in Volume 93041, Page 2824 Plat Records, Dallas County, Texas;

THENCE South 89°43'00" East, along the common line between said Lot 3 and said Lot 1 (Addison-Quorum) for a distance of 20.43 feet to a 5/8 inch iron rod found for corner, said rod being the southeast corner of said Lot 1 (Addison-Quorum);

THENCE North 00°17'00" East, along said common line, passing the northeast corner of said Lot 1 (Addison-Quorum) at a distance of 220.98 feet and continuing for a total distance of 238.29 feet to the POINT OF BEGINNING and containing 126,211 square feet or 2.897 acres of land, more or less.

SECTION 2. That the special use permit for a hotel is granted to the specific development plans proposed, and the above-described property shall be developed in accordance with the plans attached hereto and a part hereof for all purposes.

SECTION 3. That the special use permit for the hotel shall be granted subject to the following special conditions:

- The applicant shall provide the Town official height determination from the FAA (form 7460-1) before a building permit is issued.
- The property owner shall provide an Avigation Easement to the Town prior to the issuance of a building permit for the project.
- The applicant shall confirm where the future water/sewer/drainage connections are going to be made to this site, and clarify whether they will be in the proposed parking lot or on the hotel site. The applicant must submit drainage calculations and drawings to "prove up" the detention requirements.
- This site and the retail building site for Potbelly/Taco Diner must be replatted to accommodate the moved property lines and moving of parking areas between this site and the retail building site. This replat shall be completed prior to the issuance of a building permit for the hotel.

SECTION 4. That should any paragraph, sentence, 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 provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

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

SECTION 6. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 10th day of December, 2013.

Todd Meier

MAYOR, Todd Meier

ATTEST:

CITY SECRETARY, Matt McCombs

CASE NO. 1677-SUP/Home2 Suites by Hilton

APPROVED AS TO FORM:

C MORAN

DIRECTOR OF DEVELOPMENT SERVICES

published DMN 1-8-14

013-051

General Project Notes:

FF&E/ COLOR & MATERIALS:
REFER TO SEPARATE FF&E, COLOR & MATERIAL SPECIFICATIONS, AND EQUIPMENT SCHEDULE MANUALS FOR SPECIFIC MODEL NUMBERS OF PLUMBING FIXTURES, DECORATIVE LIGHTING, ACCESSORIES, MATERIAL FINISHES, FURNISHINGS, ETC. NOT IDENTIFIED WITHIN THIS SET.

STANDARDS MANUAL:
REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL FOR PLAN REVIEW AND REQUIRED APPROVALS, LIFE SAFETY REQUIREMENTS, ACCESSIBILITY REQUIREMENTS, ENERGY CONSERVATION RECOMMENDATIONS, SIGNAGE REQUIREMENTS, BUILDING REQUIREMENTS, AND SITE REQUIREMENTS. WHILE SPECIFIC REFERENCES TO THOSE STANDARDS OCCUR THROUGHOUT THE DRAWING SET, THOSE REFERENCES ARE NOT ALL INCLUSIVE. REFER TO STANDARDS' TABLE OF CONTENTS FOR FULL SCOPE OF MANUAL. ANY DISCREPANCIES FOUND BETWEEN THE DRAWING SET AND THE STANDARDS MANUAL SHALL BE BROUGHT TO THE BRAND TEAM FOR CLARIFICATION.

FIXTURES & EQUIPMENT:
REFER TO THE APPENDICES OF THE STANDARDS MANUAL FOR FIXTURE & EQUIPMENT SCHEDULES

ARCHITECTURAL:

1. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS ARE THE ONLY ACCEPTABLE MEANS OF LOCATION.
2. PROVIDE WALL BOARD TRIM AT ALL EXPOSED EDGES AND SOFFITS OF DRYSTAR WALLBOARD CONSTRUCTION. J-BEAD OR OTHER NON-DRYWALL COMPOUND TRIM PIECES PROHIBITED (U.N.O.).
3. IT IS THE INTENTION OF THE KEY NOTES LOCATED ON THE VARIOUS SHEET(S) WITHIN THIS DRAWING SET TO IDENTIFY CONSTRUCTION ELEMENTS, NOT NECESSARILY DESCRIBE ENTIRE ASSEMBLIES OR PROCESSES. THE INSTALLATION OF EACH ELEMENT SHOULD INCLUDE ALL ASSOCIATED CONSTRUCTION NECESSARY TO ACHIEVE INSTALLATION AND OPERATION (USE) OF SAID ITEM. FOR EXAMPLE, THE INSTALLATION OF CERAMIC TILE SHALL INCLUDE (BUT BE NOT LIMITED TO) THE SURFACE PREPARATION, MASTIC, GROUT, EDGE STRIPS, SEALING, CLEANING, ETC. IN ADDITION, IF THE PLUMBER INSTALLS A LAVATORY, IT MEANS HE/SHE SHALL PREPARE SURFACE AS SET, LAVATORY, SEAL AROUND BOWL, PROVIDE FAUCET, CONNECT TO PLUMBING AS NECESSARY TO ACHIEVE AN ARCHITECTURALLY PLEASING, ADA/AG COMPLIANT (WHERE INDICATED), OPERATIONAL, LAVATORY UPON COMPLETION OF THE PROJECT.
4. ALL ELEVATIONS ARE BASED ON 0.00 REPRESENTING GRADE LEVEL OF 0.00 EXCEPT FOR ELEVATIONS THAT REFERENCE A.F.F. (ABOVE FINISHED FLOOR) OR OTHER SPECIFIC INDICATOR.
5. DIMENSIONS SHOWN ARE FOR REFERENCE AND TO COMMUNICATE CRITICAL AREAS FOR DESIGN INTENT. FINAL DRAWINGS MAY VARY BASED ON CONSTRUCTION PRACTICES, LOCAL CODE REQUIREMENTS OR SPECIFIC SITE REQUIREMENTS.

HOME 2 SUITES BY HILTON

BASED ON VERSION 2.1: OCTOBER, 2012

MAGNOLIA LODGING DEVELOPMENT

BELTLINE @ ADDISON ROAD
ADDISON, TEXAS

LAA PROJECT NO. 13024

17OCT13

ADDISON SUP REVIEW
ISSUE INFORMATION

HOME 2 SUITES BY HILTON

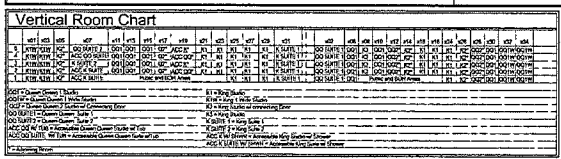
IMPROVED NORTH AMERICAN PROTOTYPE

Index of Drawings

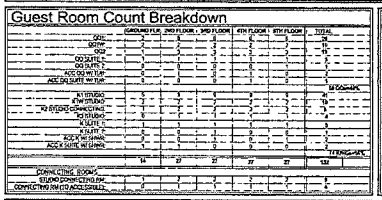
ISSUED
REVISED
ISSUED AS REVISED
LOG

Drawing No.	Drawing Description	SUP REVIEW 17OCT13
CIVIL	(PREPARED BY CARTER, LLC)	
1	TOPOGRAPHIC EXHIBIT	X
LANDSCAPE (BY THE LANDSCAPE ARCHITECTS, INC.)		
L-1	LANDSCAPE PLAN	X
ARCHITECTURAL		
G1.01	GENERAL INFORMATION	X
A1.01	AREA DEVELOPMENT PLAN (SITE PLAN)	X
A 2.01	FIRST FLOOR PLAN	X
A 2.02	SECOND FLOOR AND LOWER ROOF PLANS	X
A 2.03	THIRD & FOURTH FLOOR PLANS	X
A 2.04	FIFTH FLOOR & ROOF PLANS	X
A 5.02	EXTERIOR ELEVATIONS	X

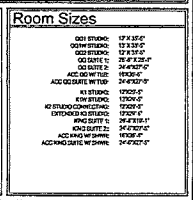
Vertical Room Chart



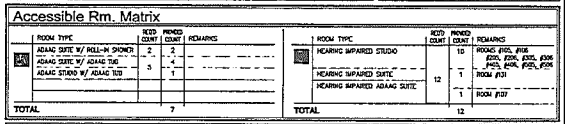
Guest Room Count Breakdown



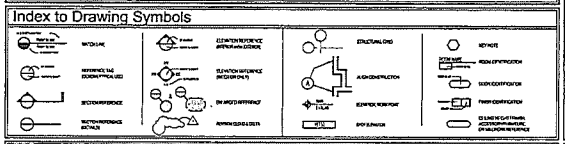
Room Sizes



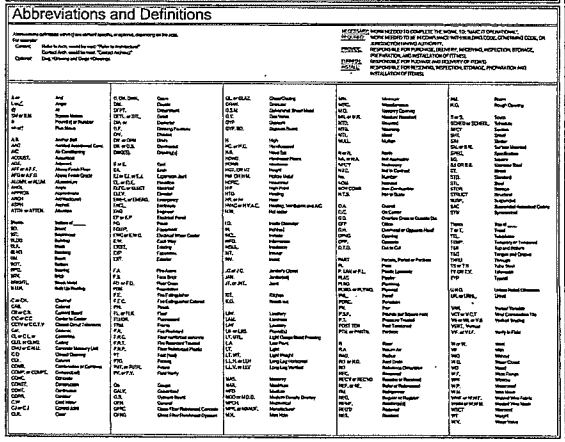
Accessible Rm. Matrix



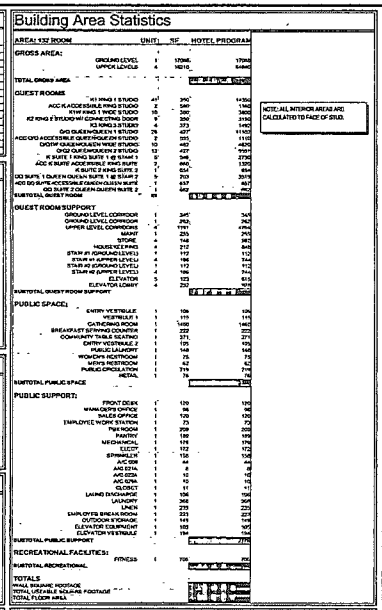
Index to Drawing Symbols



Abbreviations and Definitions



Building Area Statistics



NOTE: ALL INTERIOR AREAS ARE CALCULATED TO FACE OF STUD.

PROJECT DATA

CATEGORY	CONSTRUCTION	2009 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	TYPE V B (SPRINKLED NFPA 13R)	602.2
OCCUPANCY	GROUP R1 (HOTEL)	310

ALLOWABLE BUILDING HEIGHT (TABLE 503)

	ALLOWABLE + (HEIGHT INCREASE SECTION 504.2)	PROVIDED
MAX HEIGHT IN FT.		55'-4 3/8" (60' MAX) / 50'-6" FT TO TOP OF FLAT ROOF
MAX NO. OF STORIES	4+1(SPRINKLER INCREASE)=5	5

ALLOWABLE BUILDING AREA (TABLE 503)

(SPRINKLER INCREASE X 602 2006, SECTION 506.3)

	ALLOWABLE + 2(ALLOWABLE) = TOTAL	PROVIDED
FIRST FLOOR	16,000 SQ.FT + 2(16,000) = 48,000 SQ.FT	17,055 SF
SECOND FLOOR	16,000 SQ.FT + 2(16,000) = 48,000 SQ.FT	16,210 SF
THIRD FLOOR	16,000 SQ.FT + 2(16,000) = 48,000 SQ.FT	16,210 SF
FOURTH FLOOR	16,000 SQ.FT + 2(16,000) = 48,000 SQ.FT	16,210 SF
FIFTH FLOOR	16,000 SQ.FT + 2(16,000) = 48,000 SQ.FT	16,210 SF
TOTAL BUILDING AREA		81,926 SF

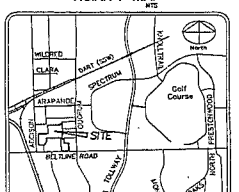
LANDSCAPING ANALYSIS

	REQUIRED	PROVIDED
TOTAL SITE AREA		126,213 SF
LANDSCAPE AREA (10%)	12,621 SF	33,468 SF

PARKING ANALYSIS

PARKING	HILTON REQUIRED	CITY REQUIRED	PROVIDED
1 SPACE FOR 50% OF ROOMS	118.5	1 SPACE/GUESTROOM 132	151 SPACES
1 SPACE FOR 100% OF ROOMS	13.2		
TOTAL 132		132	151 SPACES
		TAS 151 TO 200 SPACES 6 REQUIRED	(6 ADC SPACES)

VICINITY MAP



REVISIONS INFORMATION

△ REVISIONS

LABUNSKI ASSOCIATES ARCHITECTS & CONSULTANTS

HOME 2 SUITES BY HILTON

PROJECT No. 13024

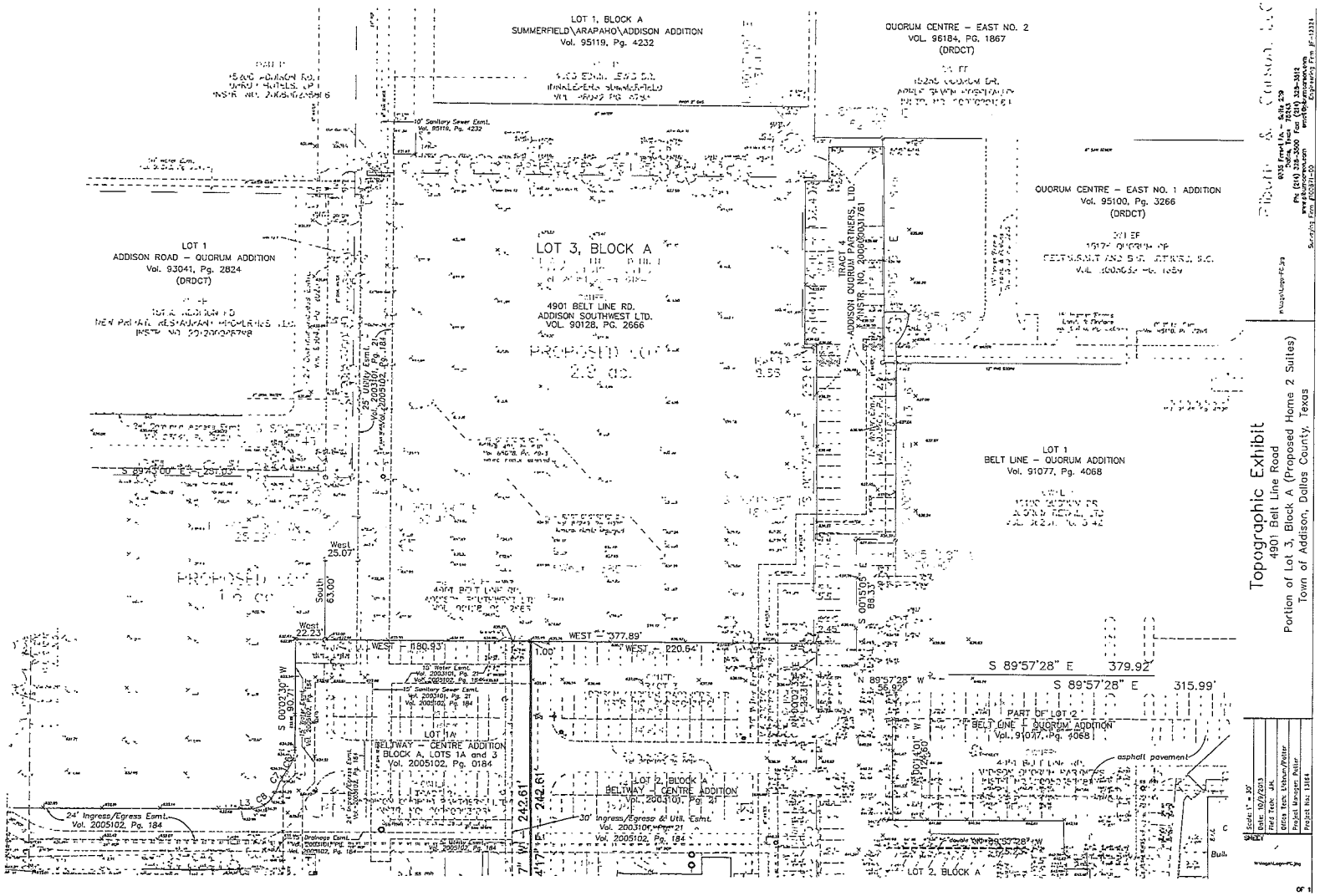
FILE 13024G1.R1
Suffix 17OCT13

SHEET TITLE

GENERAL INFORMATION

SHEET No.

G1.01



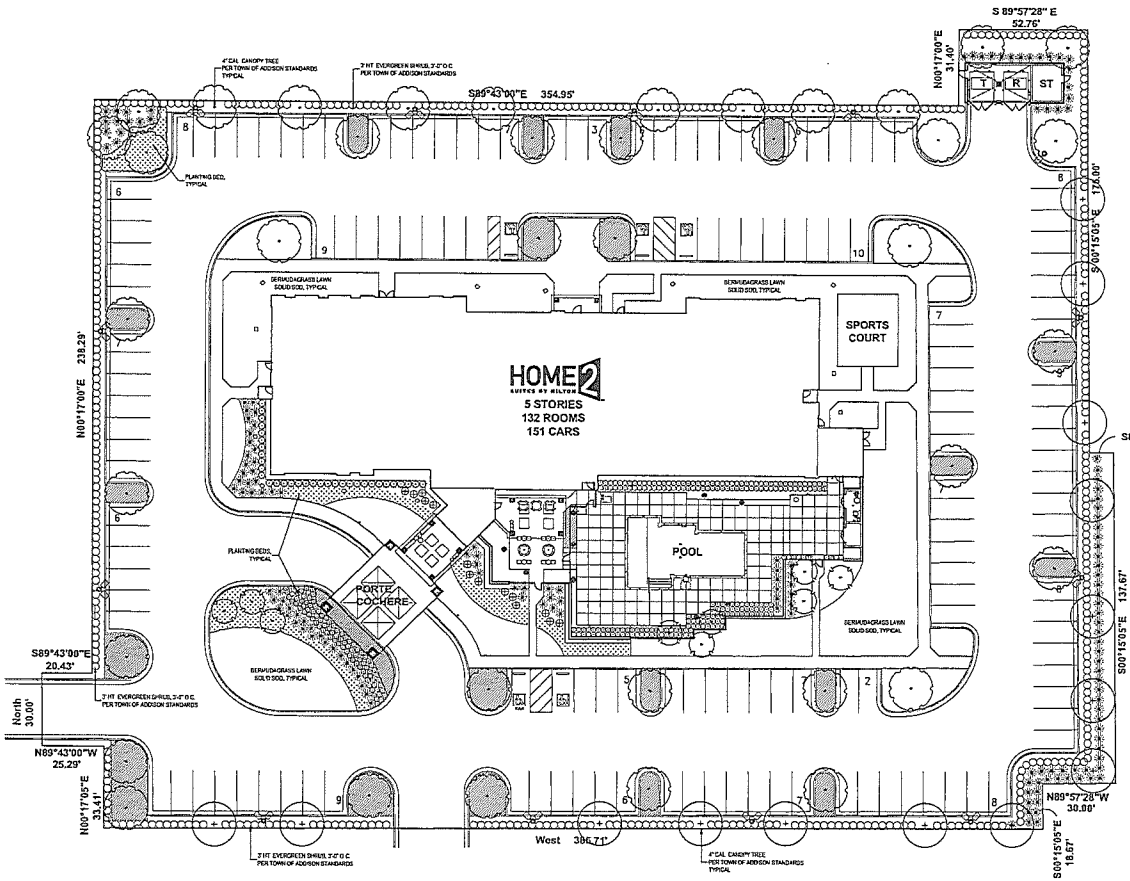
Topographic Exhibit

4901 Belt Line Road

Portion of Lot 3, Block A (Proposed Home 2 Suites)

Town of Addison, Dallas County, Texas

Scale: 1" = 30'
Date: 10/1/2013
Field Tech: JH
Office Tech: Ethan/Potter
Project Manager: Potter
Project No: 13184



01 LANDSCAPE PLAN
SCALE: 1" = 20'-0"
0 10 20 40

LANDSCAPE NOTES

1. Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
2. Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
3. Contractor is expressly responsible for all work that he/she and irrigation parties.
4. Contractor to provide a minimum 2% slope away from all structures.
5. All planting beds and lawn areas to be separated by steel edging. No sand to be installed adjacent to sidewalks or curbs.
6. All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
7. All lawn areas to be Solid Sod (hydromulch, where otherwise noted on the drawings).

MAINTENANCE NOTES

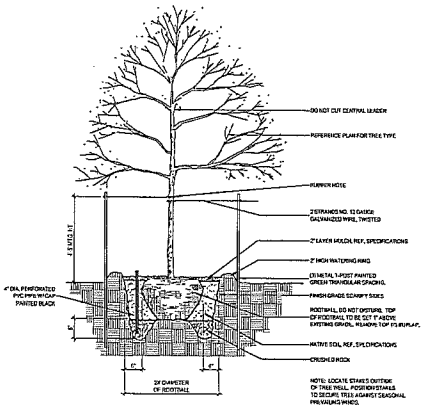
1. The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
2. All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities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

GENERAL LAWN NOTES

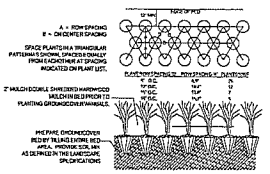
1. Fine grade areas to achieve final contours indicated on civil plans.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive sand test shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Imported topsoil shall be natural, friable soil from the region, known as bottom soil, free from lumps, clay, stone, subsoil, weeds, debris, vegetation, stones, contrasting so said soil shall be brown in color.
5. All lawn areas to be fine graded, irrigation trenches completely settled, and to the grade approved by the Owner's Construction Manager or Architect prior to installation.
6. All rocks 3/4" diameter and larger, dirt clods, sticks, common spoils, etc. shall be removed prior to placing topsoil and any lawn installation
7. Contractor shall provide (1") one inch of imported topsoil on all areas to be sown lawn.

SOLID SOD NOTES

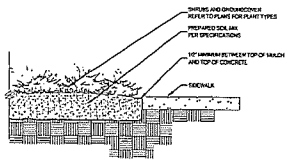
1. Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 2" below final desired grade in planting areas and 1" below final grade in turf areas.
2. Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
3. All lawn areas to receive solid sod shall be laid in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
4. Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
5. Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top-dress joints by hand with topsoil to fill voids.
6. Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
7. Water sod thoroughly as sod operation progresses.
8. Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or poor areas to keep plants in a vigorous, healthy condition.
9. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
10. If establishment occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.



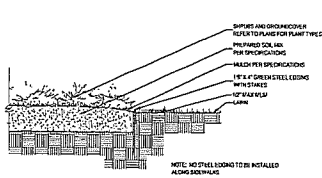
01 TREE PLANTING DETAIL
NOT TO SCALE



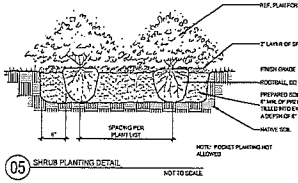
02 GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



03 SIDEWALK / MULCH DETAIL
at steel along sidewalks
NOT TO SCALE



04 STEEL EDGING DETAIL
NOT TO SCALE



05 SHRUB PLANTING DETAIL
NOT TO SCALE

smr
landscape architects, inc.
1909 E. 15th Street
Dallas, Texas 75201
Tel 214.871.0900
Fax 214.871.0901
Email: smr@smr-la.com

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

10.18.2013

LABUNSKI ASSOCIATES CIVIL ENGINEERS & CONSULTANTS
5151 Belt Line Road, Suite 1010
Dallas, Texas 75254
972 / 233-3591
Fax 972 / 233-3589

BEGINNING AT ADDISON ROAD
ADDISON, TEXAS

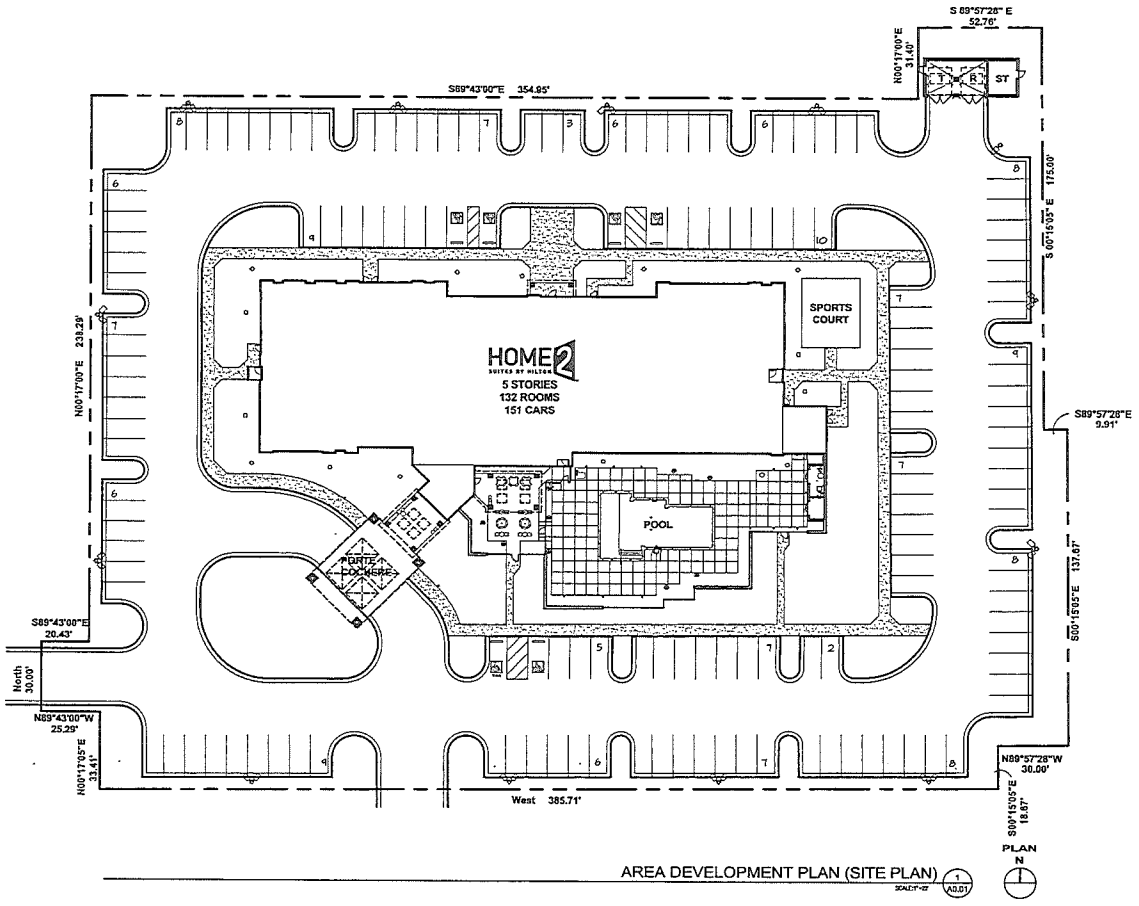
PROJECT NO. 130241

DATE: 17OCT13

SHEET TYPE
LANDSCAPE PLAN

L.1

SHEET NO.



AREA DEVELOPMENT PLAN (SITE PLAN)

SCALE: 1"=20'

1 A0.01

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

10/17/13

LABUNSKI ASSOCIATES ARCHITECTS

HOME2 SUITES BY HILTON

AUSTIN, TX CANYON ROAD

FILE: 13034A0.01

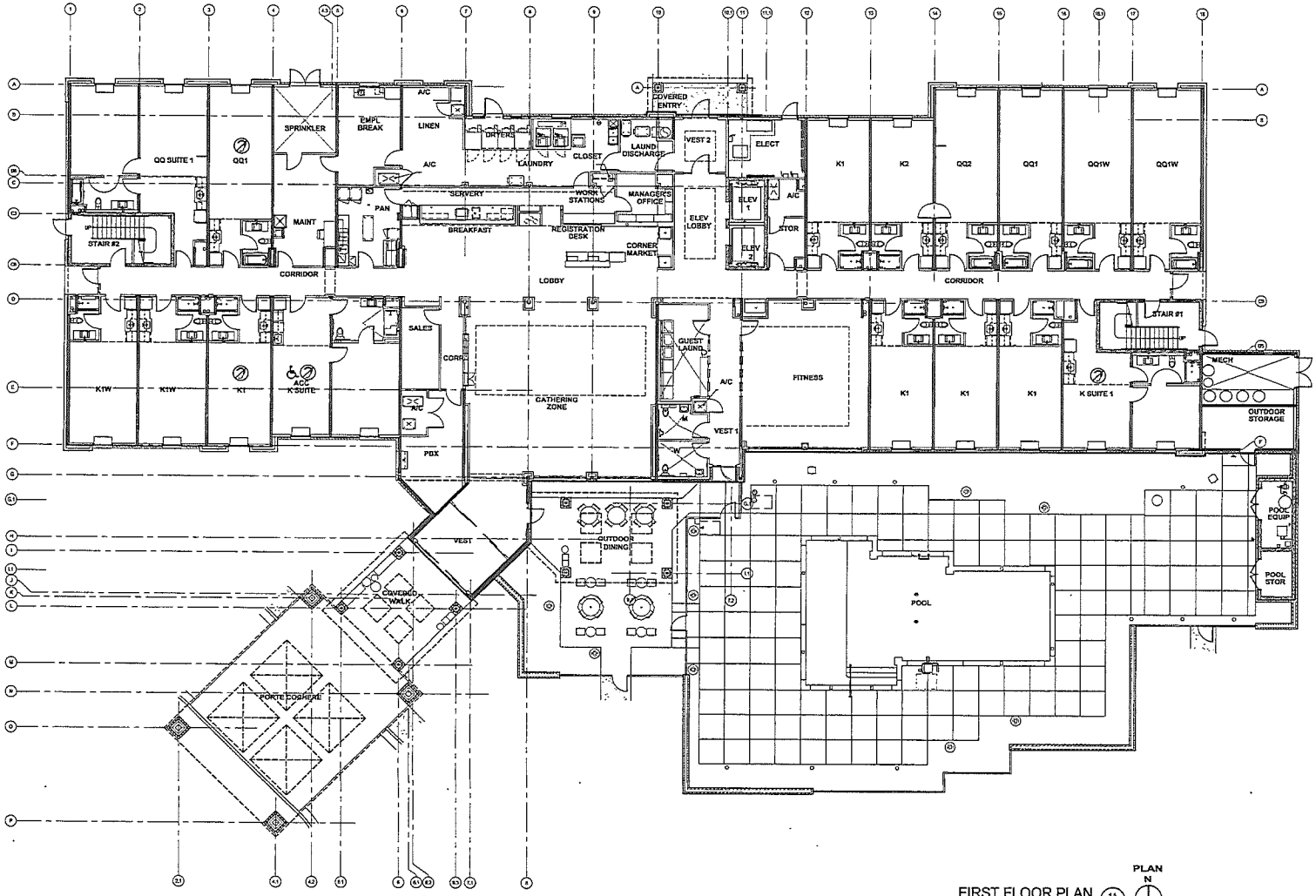
DATE: 17OCT13

SHEET TITLE

AREA DEVELOPMENT PLAN (SITE PLAN)

SHEET NO.

A0.01



FIRST FLOOR PLAN 1A A2.01

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

PLAN N

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

LABUNSKI ASSOCIATES ARCHITECTS

HOME2 SUITES BY HILTON

PROJECT NO. 13024

FILE 13024A2.01

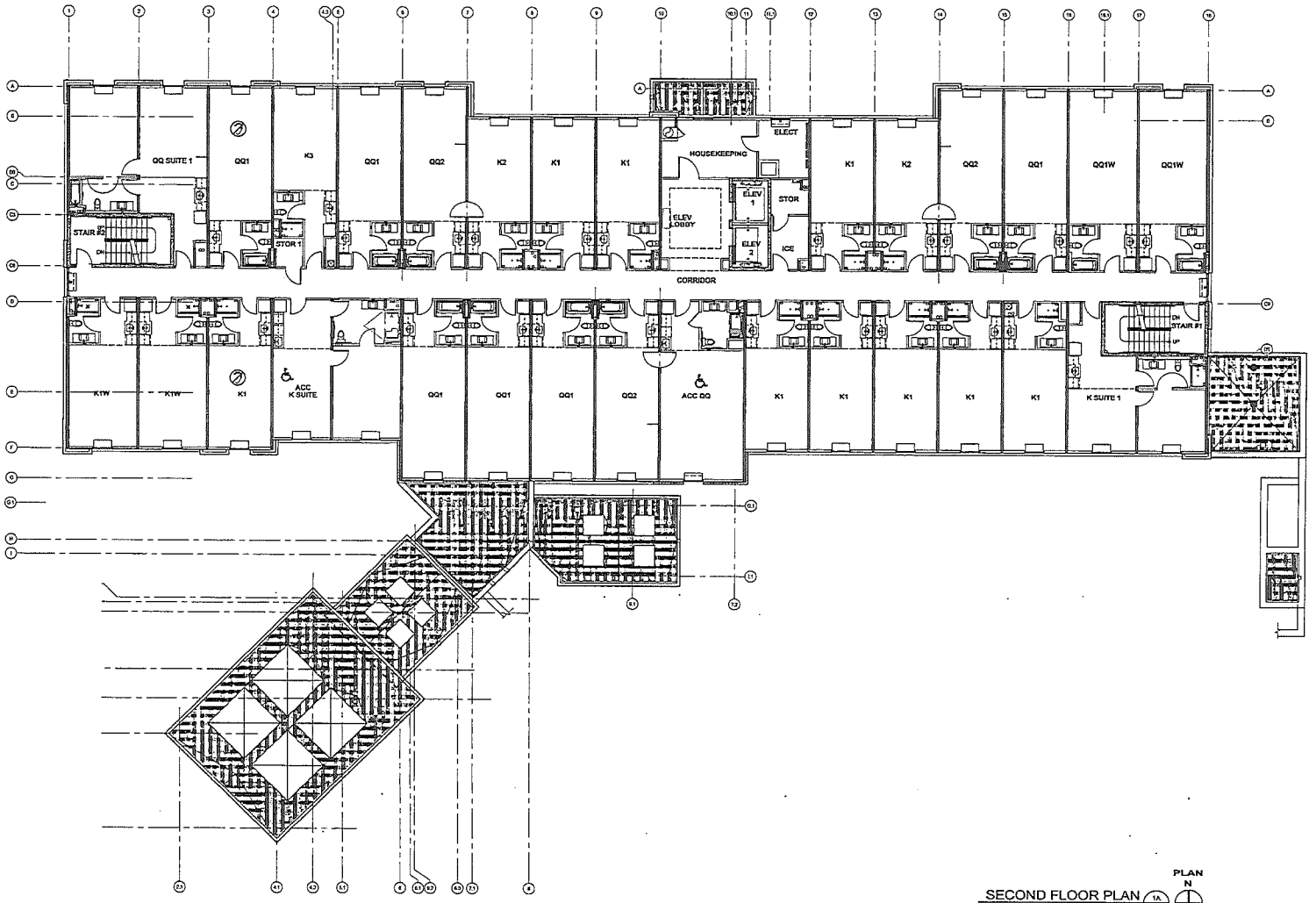
Date 17OCT13

SHEET TITLE

FIRST FLOOR PLAN

SHEET NO.

A2.01



SECOND FLOOR PLAN (1A, A2.02)
SCALE: 1/8" = 1'-0"

PLAN N

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

LABUNSKI ASSOCIATES ARCHITECTS

HOME2 SUITES BY HILTON

PROJECT NO. 13024

FILE: 13024A2.02

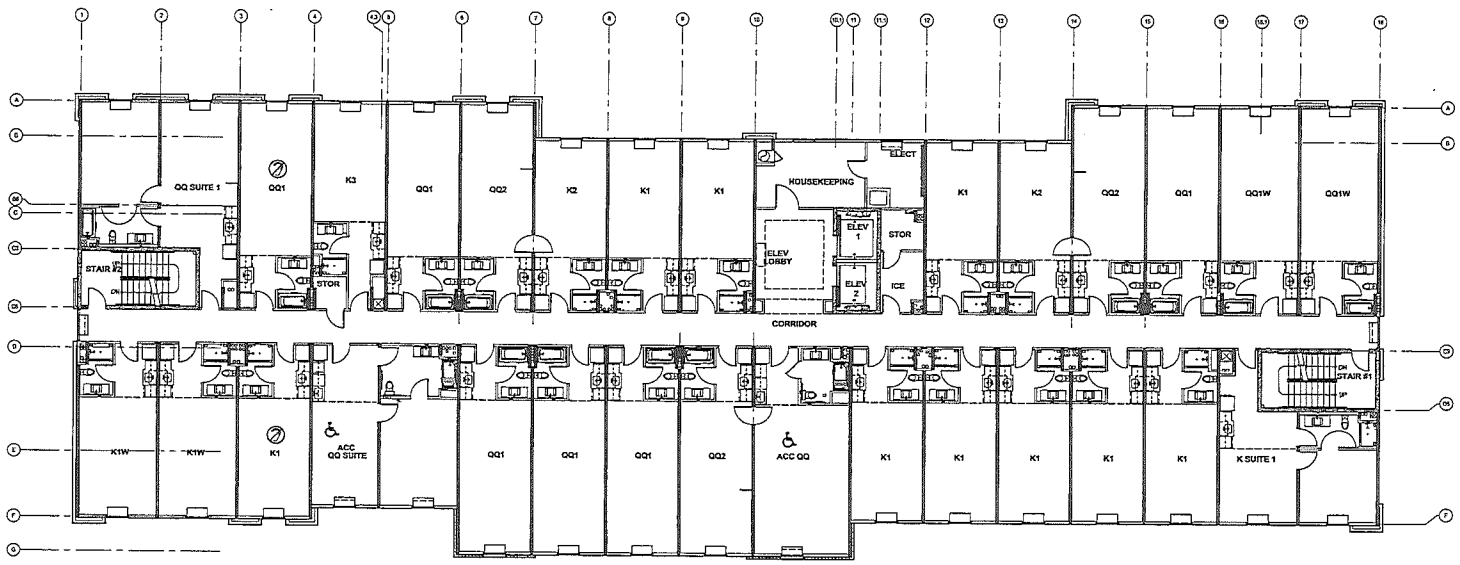
DATE: 17OCT13

SHEET TITLE

SECOND FLOOR & LOWER ROOF FLOOR PLAN

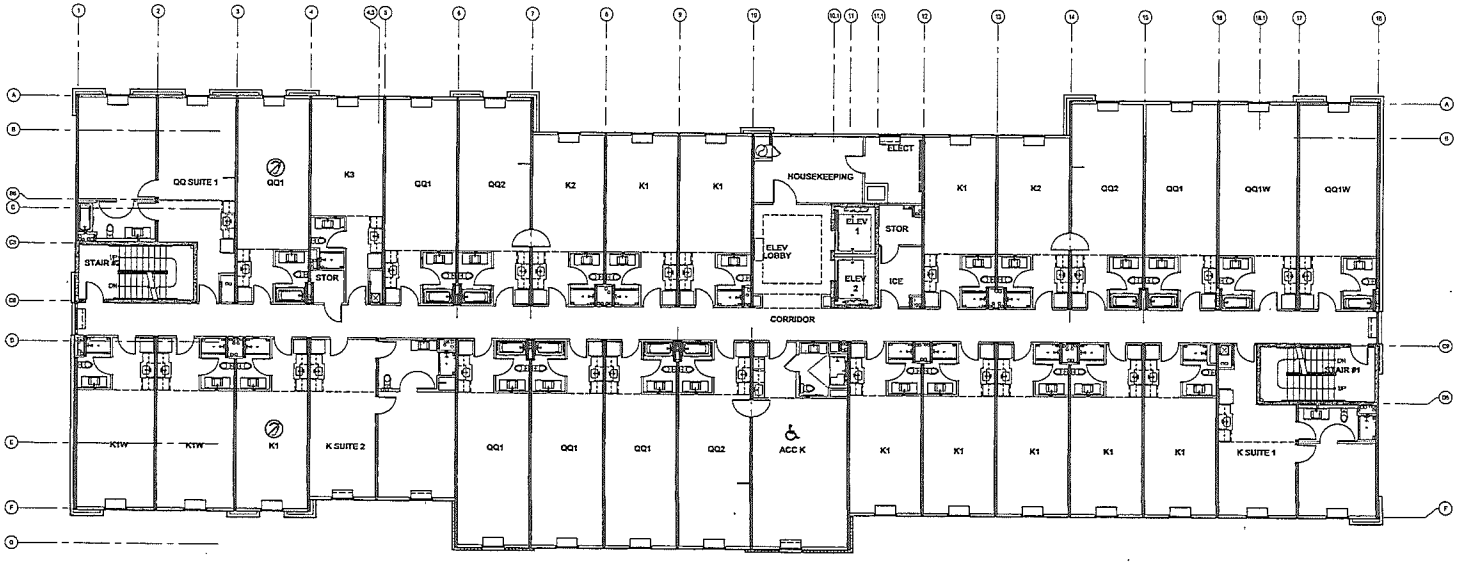
SHEET No.

A2.02



FOURTH FLOOR PLAN 2A A2.03

PLAN N



THIRD FLOOR PLAN 1A A2.03

PLAN N

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

10/11/13

LABUNSKI ASSOCIATES ARCHITECTS

HOME2 SUITES BY HILTON

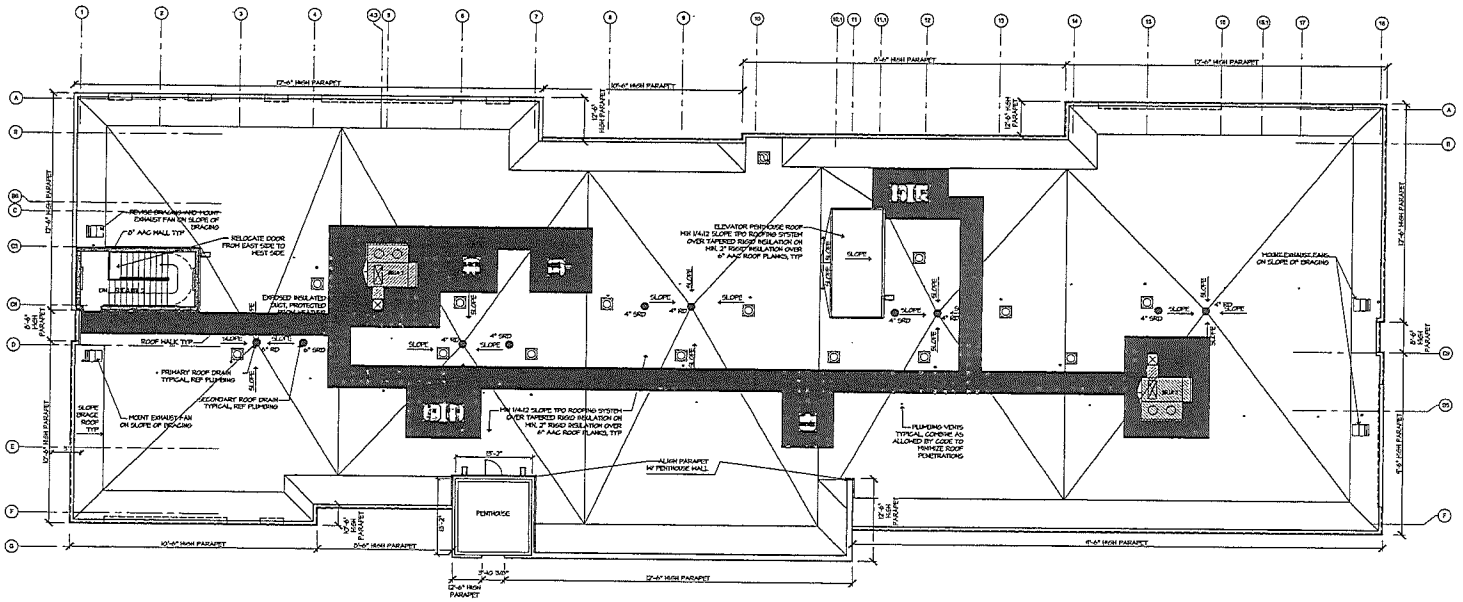
PER 13036A2.03

Date: 17OCT13

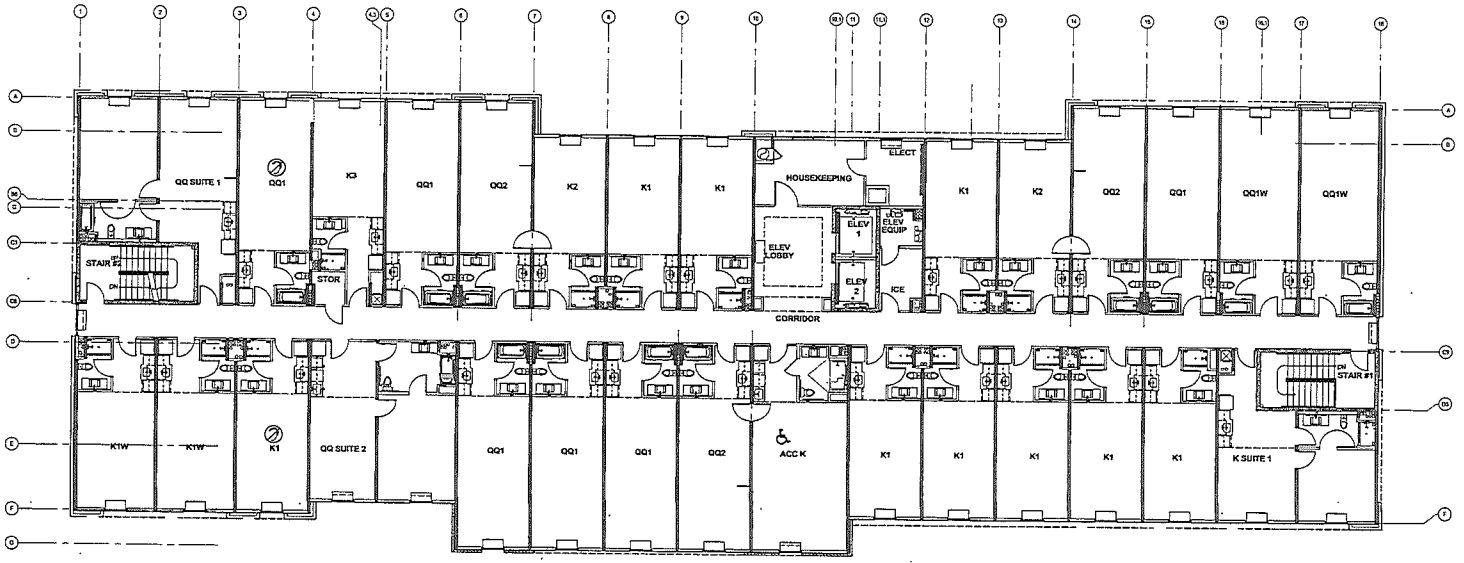
THIRD & FOURTH FLOOR PLANS

SHEET NO.

A2.03



MAIN ROOF PLAN (2 / A2.04) SCALE: 1/8" = 1'-0"



FIFTH FLOOR PLAN (1 / A2.04) SCALE: 1/8" = 1'-0"

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

LABUNSKI ASSOCIATES ARCHITECTURE & CONSULTANTS

HOME2 SUITES BY HILTON

BEITLER AT JOPPAS ROAD
JOPPAS ROAD
BALTIMORE, MARYLAND

PROJECT NO. 13004

FILE: 13004A2.DWG

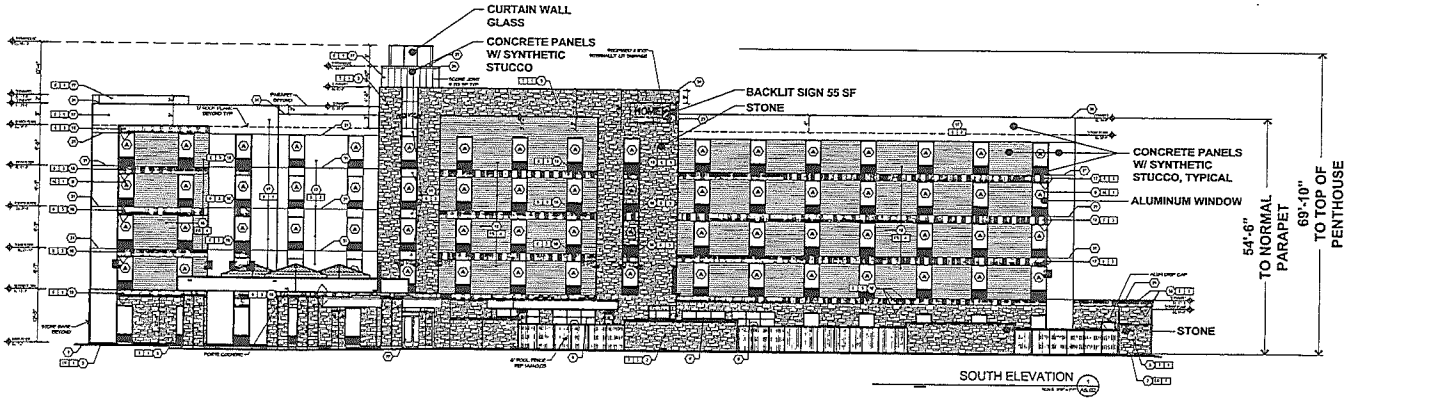
Date: 7/OCT/13

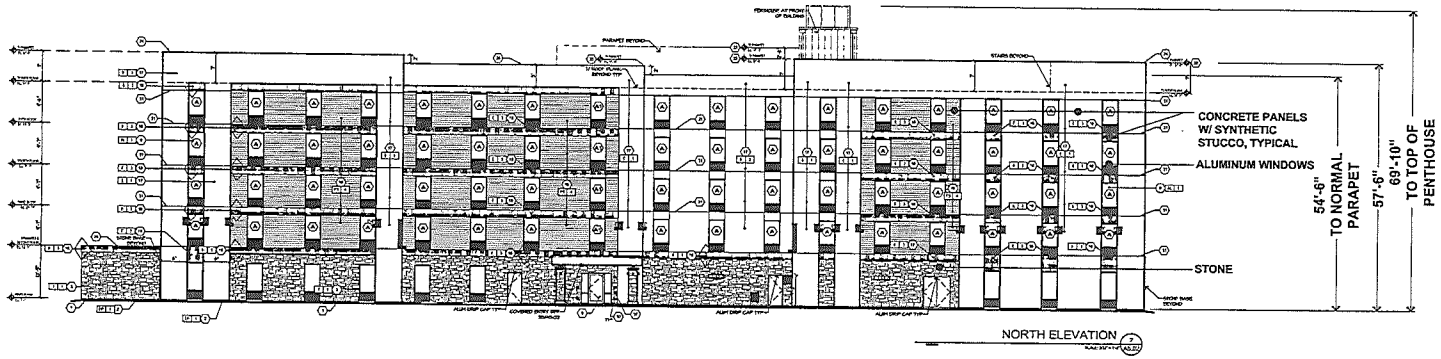
SHEET TITLE

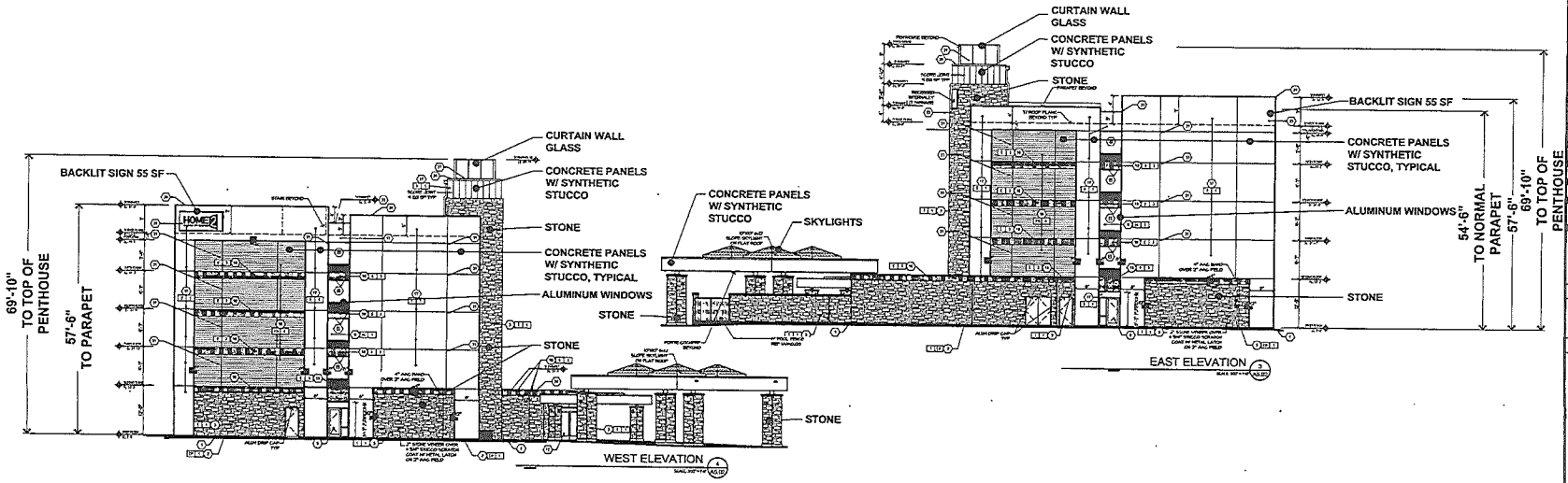
FIFTH FLOOR & ROOF PLANS

SHEET NO.

A2.04







KEY NOTES

BUILDING SIGNAGE:

FINISH KEY:

KEY PLAN:

HOME2 SUITES BY HILTON

IMPROVED NORTH AMERICAN PROTOTYPE

REVISIONS INFORMATION

△ REVISIONS

LABUNSKI ASSOCIATES ARCHITECTS LIMITED

HOME2 SUITES BY HILTON
TORONTO ON, 13024

FILE: 13024A1.02
DATE: 17OCT13

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NO.
A5.02

TOWN OF ADDISON, TEXAS

ORDINANCE NO. O16-038

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE PERMIT FOR THE SALE OF BEER AND WINE FOR OFF-PREMISES CONSUMPTION ONLY, ON APPLICATION FROM HOME 2 SUITES BY HILTON, FOR PROPERTY LOCATED AT 4875 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 4875 Belt Line Road is zoned C-2, Commercial-2, with a Special Use Permit for a hotel; and

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

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

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

Section 2. That a Special Use Permit authorizing the sale of beer and wine for off-premises consumption only, on the property located 4875 Belt Line Road, is hereby granted subject to the following conditions:

(a) Prior to the issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the floor plan attached hereto as **Exhibit A** and made a part hereof for all purposes.

(b) The sale of beer and wine shall be limited to the area indicated on the floor plan.

Section 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.10, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Addison.

Section 4. That it is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

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

Section 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 11th day of October, 2016.

Todd Meier, Mayor

ATTEST:

Laura Bell, City Secretary

CASE NO: 1745-SUP/Home2 Suites by Hilton

APPROVED AS TO FORM:

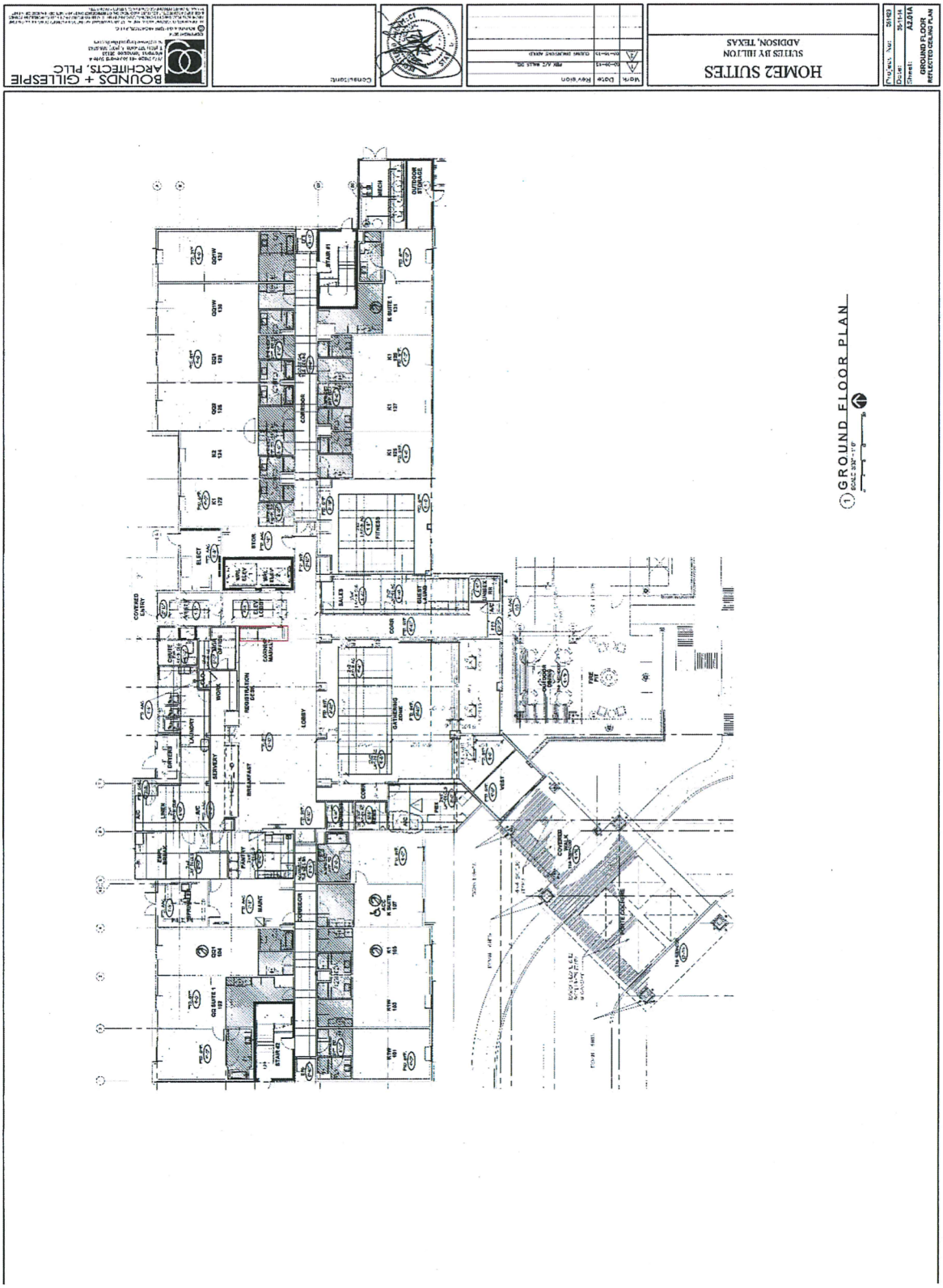
Brenda N. McDonald, City Attorney

PUBLISHED ON: _____

Ordinance No. **O16-038**

Case No. 1745-SUP/Home2 Suites by Hilton **O16-038**

EXHIBIT A



Ordinance No. _____

City Council (FY24) **5. b.**

Meeting Date: 11/14/2023

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 098-022, for property located at 4960 Arapaho Road, that is currently zoned Planned Development (PD), Ordinance No 004-048, to allow modifications to the development plan. Case 1893-SUP/4960 Arapaho Road (Radisson Hotel).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend Special Use Permit (SUP), Ordinance No. 098-022, for property located at 4960 Arapaho Road, that is currently zoned Planned Development (PD), through Ordinance No. 004-048, to allow modifications to the development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

1893-SUP Presentation
1893-SUP Ordinance
1893-SUP Staff Report
1893-SUP Letter of Intent
1893-SUP Plans

Ordinance No. 098-022
Ordinance No. 004-048

Radisson Hotel Special Use Permit (1893-SUP)

Case 1893-SUP Radisson Hotel

LOCATION:

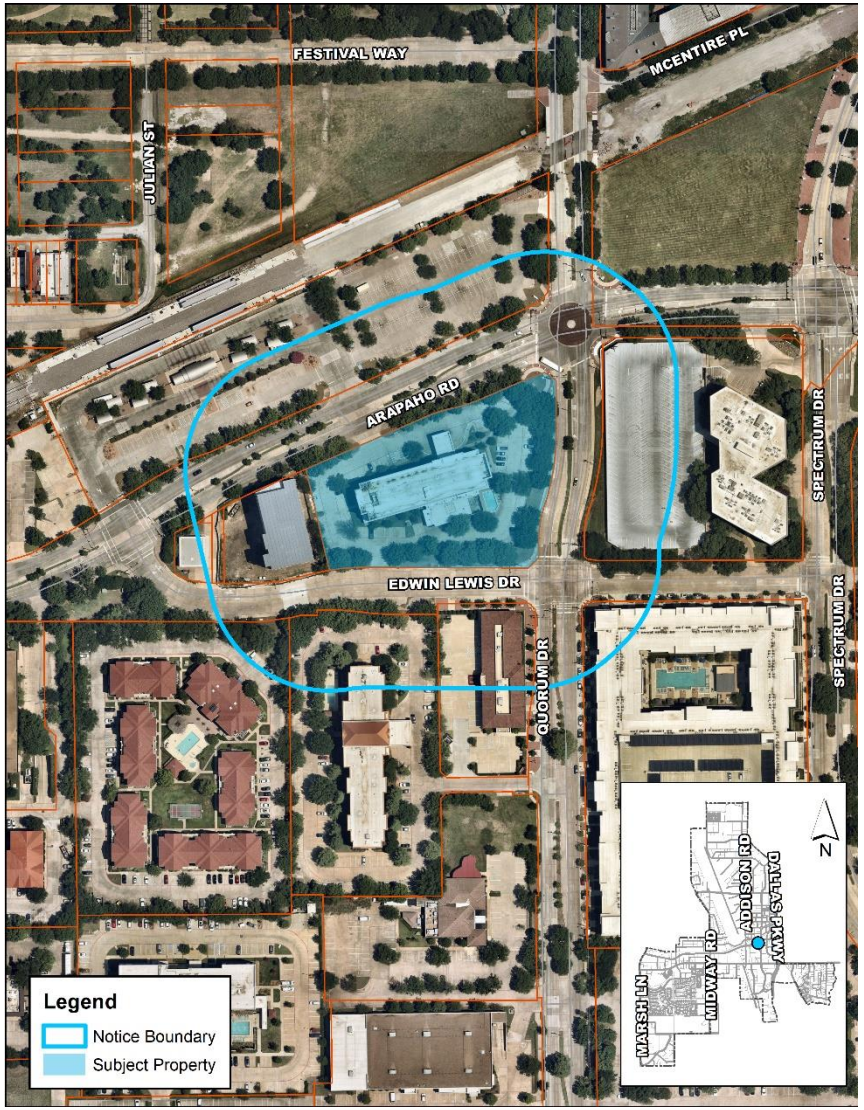
4960 Arapaho Road

REQUEST:

Approval of a Special Use Permit Amendment to modify the development plan for Ordinance No. 098-022.

ACTION REQUIRED:

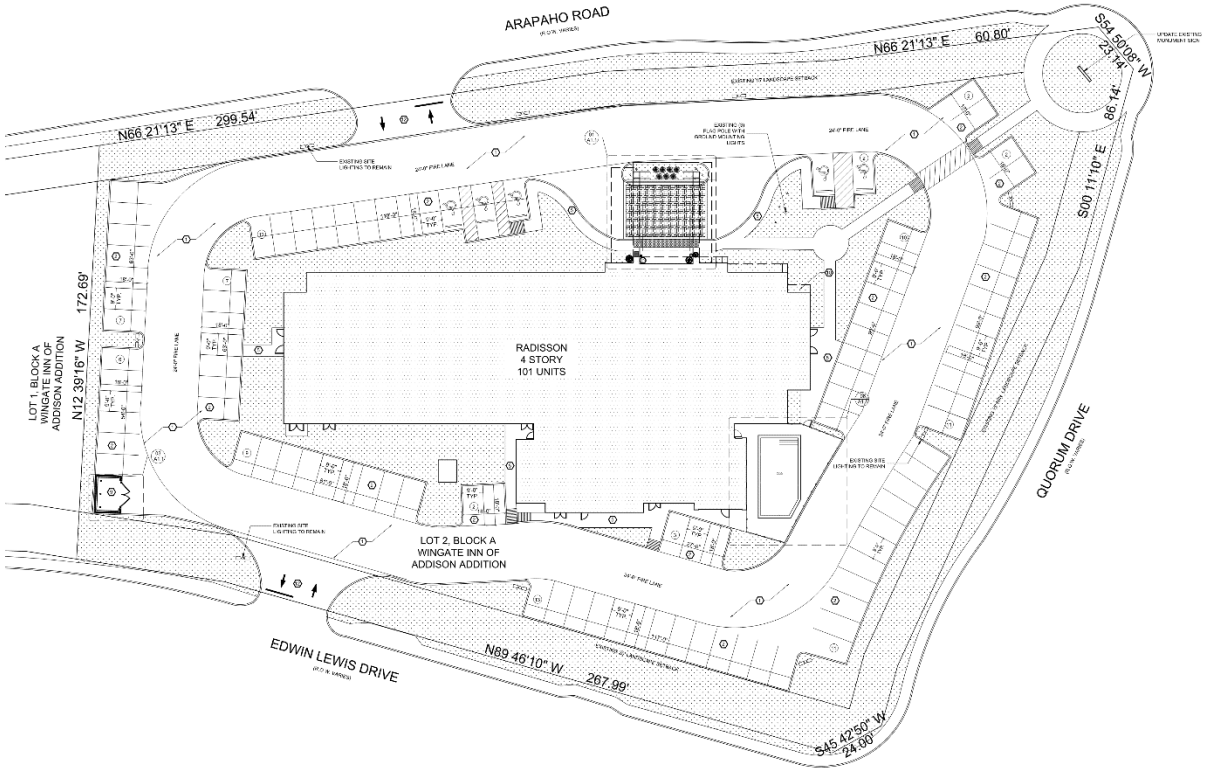
Discuss, consider, and take action on the appropriateness of the proposed site conditions.



Case 1893-SUP Radisson Hotel

PROJECT HISTORY:

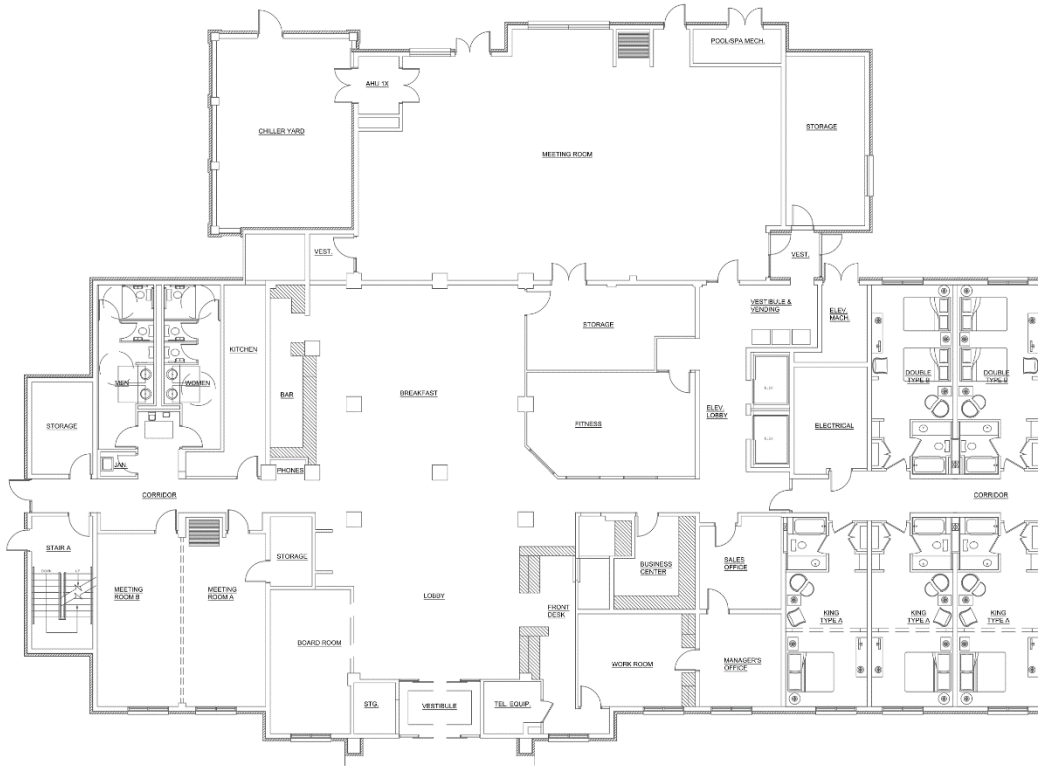
- 1994 – Rezoned from Planned Development (PD) and Commercial-2 (C-2) to Planned Development (PD) via Ord. No. 094-052.
- 1997 – PD Amendment, Ord. No. 097-028, for office/warehouse.
- 1998 – SUP, Ord. No. 098-022, to allow a hotel.
- 2004 – Rezoning and SUP, Ord. No. 004-048, to allow restaurant and the sale of alcohol at a hotel.
- 2007 – SUP Amendment, Ord. No. 007-029, to modify the development plan for Ord. No. 098-022.
- Present – Proposed SUP Amendment to modify the development plan for Ord. No. 098-022.



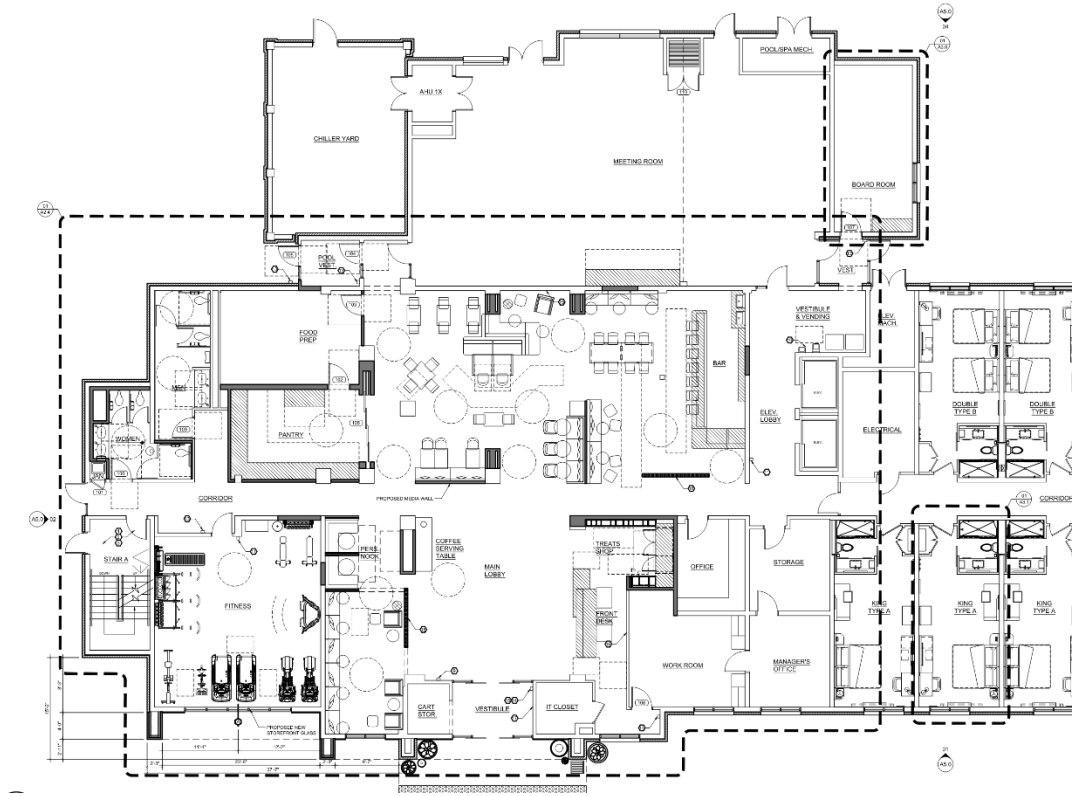
Case 1893-SUP Radisson Hotel

FLOOR PLAN:

- Enhanced lobby, restaurant, fitness center, and kitchen.
- No proposed increase of gross floor area or guest rooms.

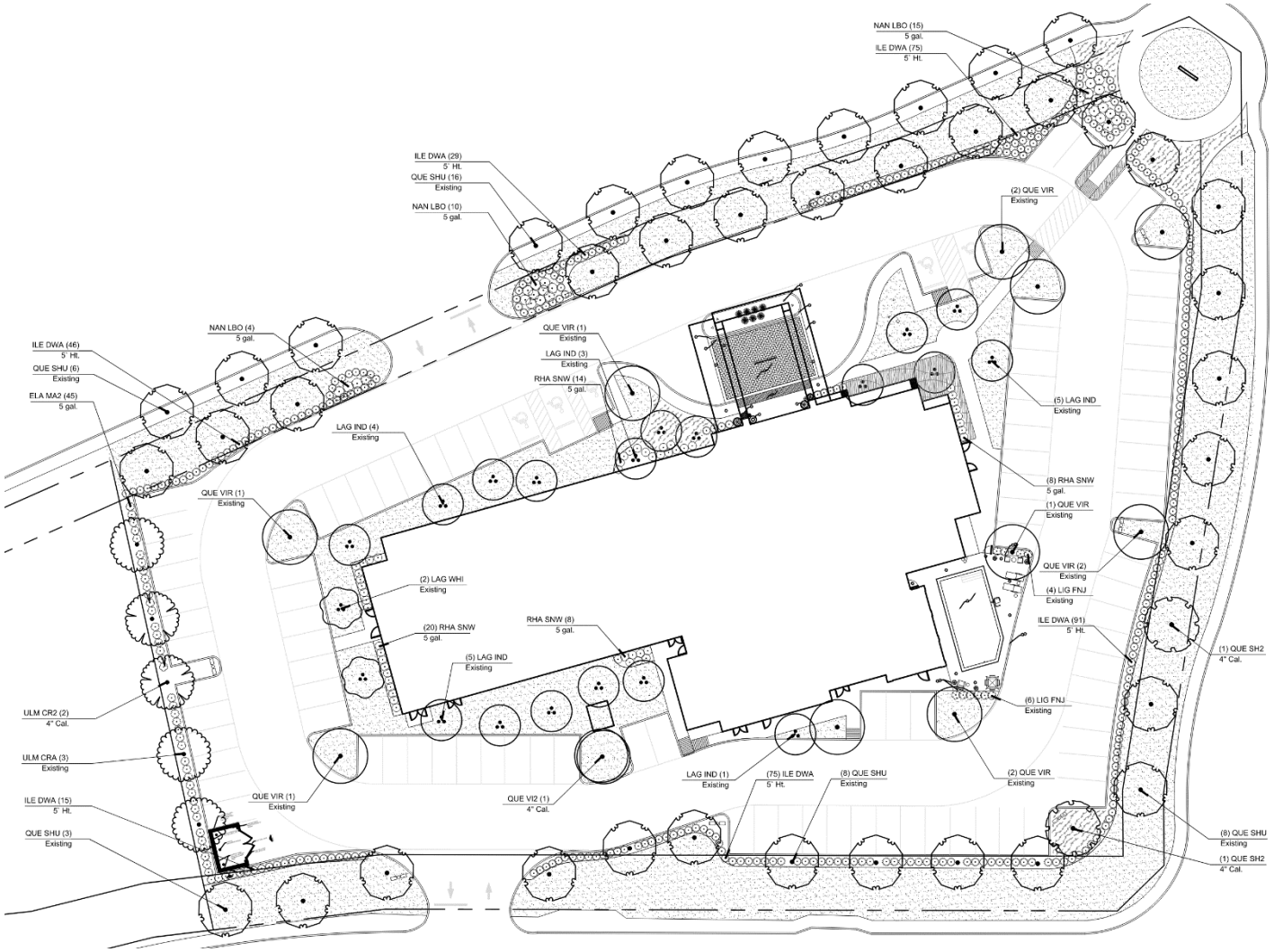


Existing Ground Floor



Proposed Ground Floor

Case 1893-SUP Radisson Hotel



PARKING:

- No modifications are proposed to the existing parking.

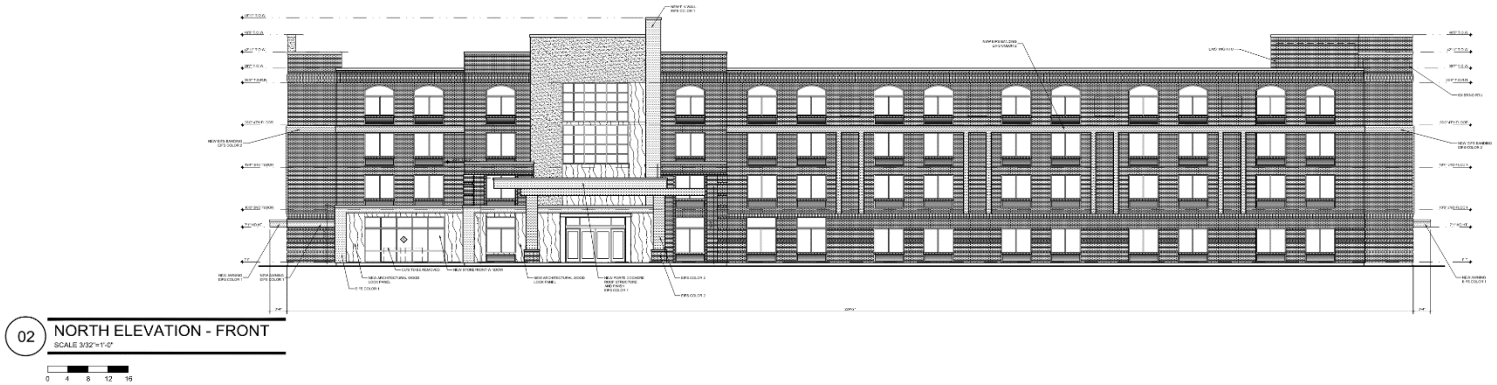
OPEN SPACE AND LANDSCAPE:

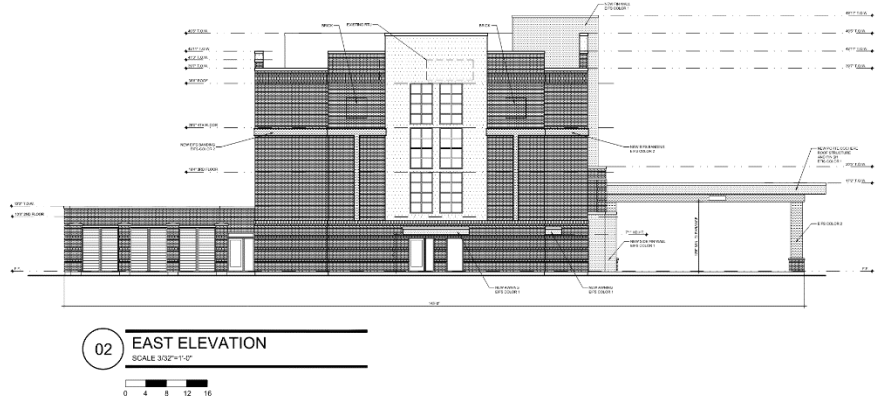
- No modifications are proposed to the existing open space and landscaping.

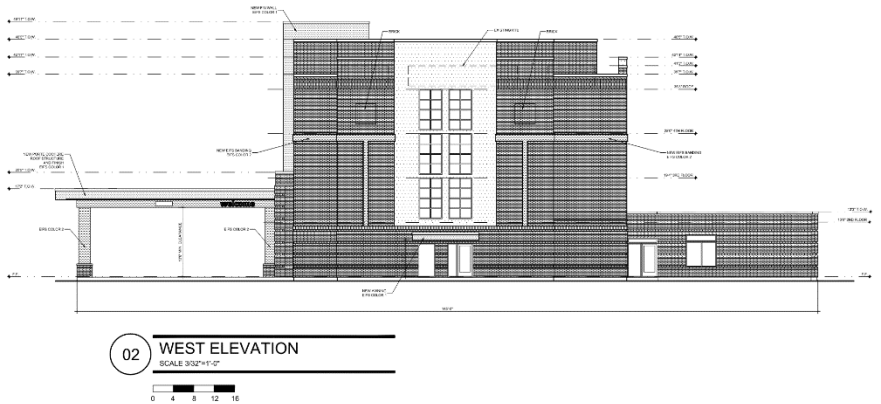
Case 1893-SUP Radisson Hotel

EXTERIOR APPEARANCE:

- Material updates, including brick, EFIS, and wood paneling.
- Updated building entry with new porte cochere, awnings, and windows.







Case 1893-SUP Radisson Hotel

PUBLIC NOTICE:

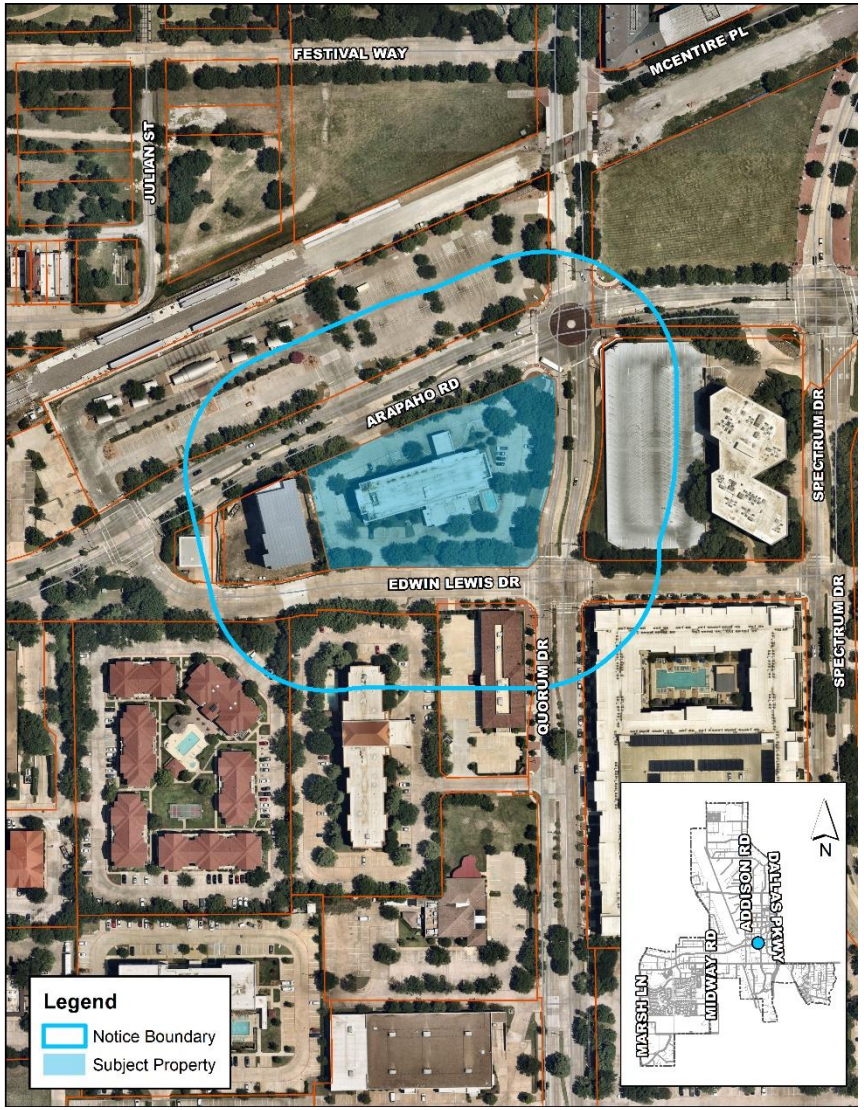
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 12

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 6-0



Case 1893-SUP Radisson Hotel

RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING SPECIAL USE PERMIT (SUP), ORDINANCE NO. 098-022, FOR THE PROPERTY LOCATED AT 4960 ARAPAHO ROAD, TO AMEND THE DEVELOPMENT PLAN FOR AN EXISTING HOTEL; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on October 17, 2023, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit Amendment (Case No. 1893-SUP) to amend the development plan for an existing hotel at the property located at 4960 Arapaho Road (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. 004-048, with a Special Use Permit (SUP) by Ordinance No. 098-022; and

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

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

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

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

SECTION 2. A Special Use Permit amendment to adopt a new development plan for an existing hotel for the Subject Property, is hereby granted subject to the following conditions:

(a) The subject property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans, which are attached hereto as **Exhibit A**, and made a part hereof for all purposes.

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

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

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***NOVEMBER 2023.***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

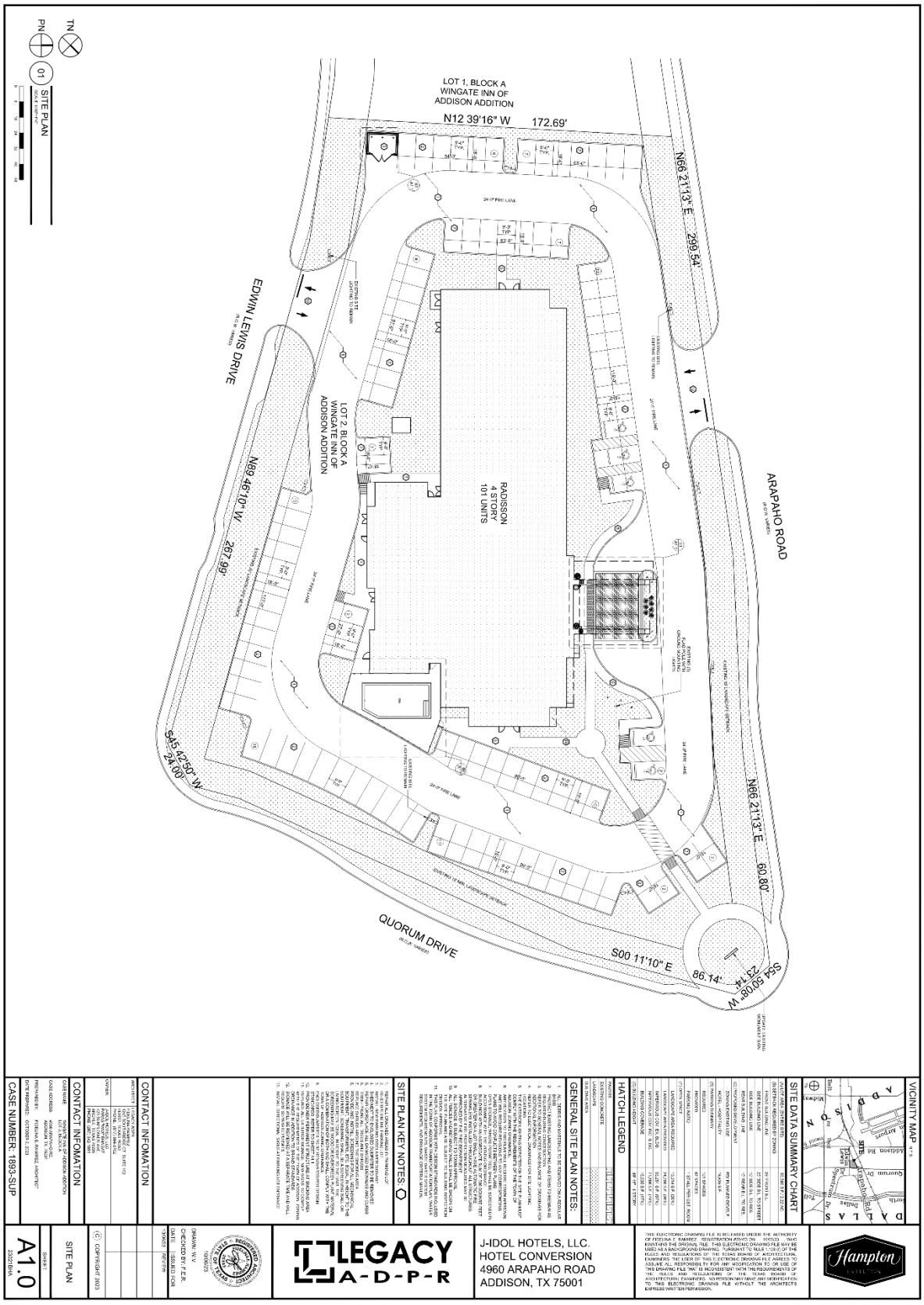
ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A



VICINITY MAP

SITE DATA SUMMARY CHART

HATCH LEGEND

GENERAL SITE PLAN NOTES:

SITE PLAN KEY NOTES:

CONTACT INFOMATION

CONTACT INFOMATION

CONTACT INFOMATION

CASE NUMBER: 1893-SUP

A1.0

SITE PLAN

J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

Hampton

Town of Addison, Texas
Ordinance No.
Case No. 1893-SUP/4960 Arapaho Road (Radisson Hotel)

EXHIBIT A

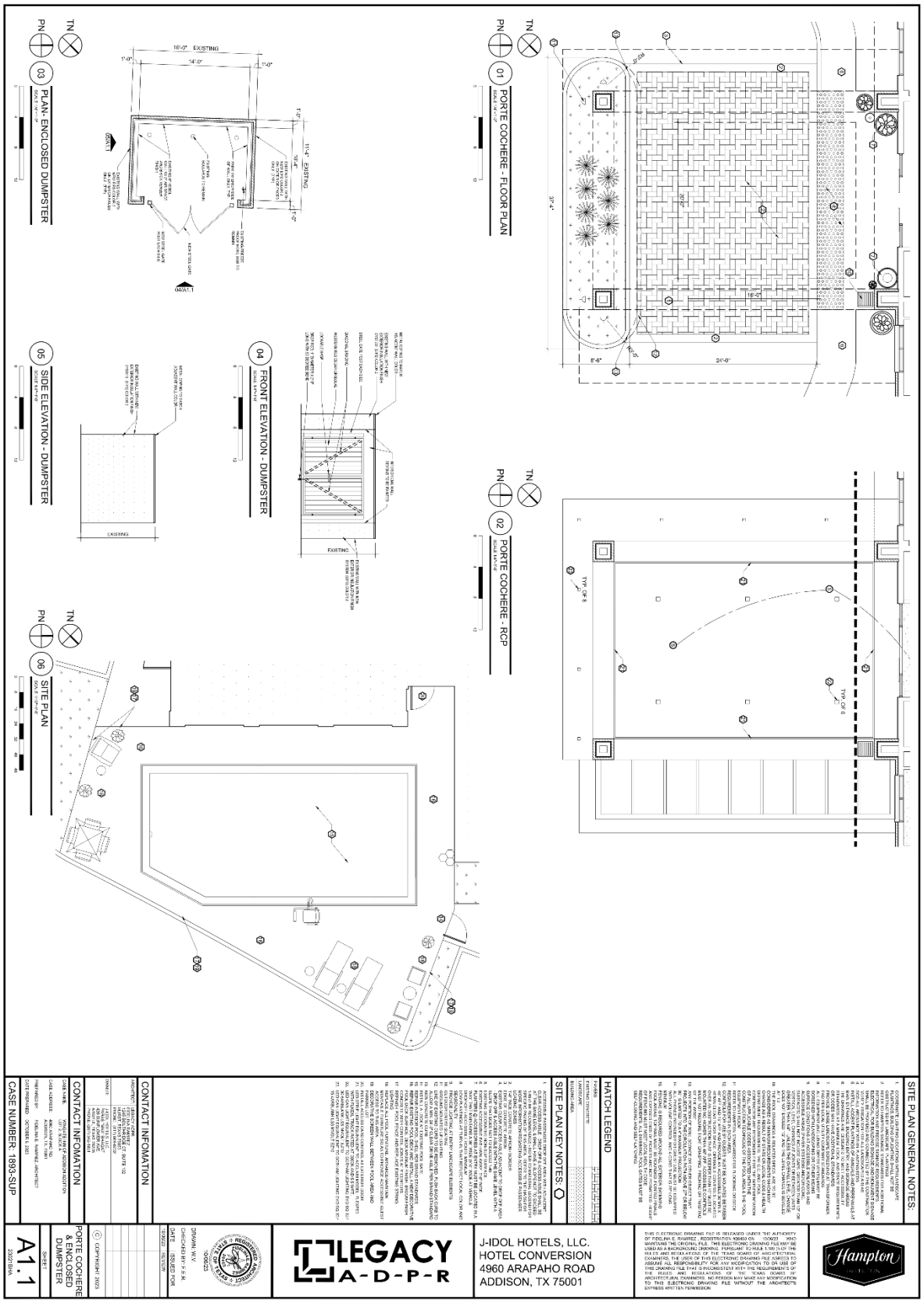

01 PORTE COCHERE - FLOOR PLAN
02 PORTE COCHERE - RCP
03 PLAN - ENCLOSED DUMPSTER
04 FRONT ELEVATION - DUMPSTER
05 SIDE ELEVATION - DUMPSTER
06 SITE PLAN
TN
PN
EXISTING
SITE PLAN GENERAL NOTES:
HATCH LEGEND
SITE PLAN KEY NOTES:
CONTACT INFOMATION
PORTE COCHERE & ENCLOSED DUMPSTER
CASE NUMBER: 1893-SUP
A1.1
LEGACY A-D-P-R
J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001
Hampton

EXHIBIT A

NOTE:
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.
CITY OF ADDISON LANDSCAPE REQUIREMENTS
AREA
MIN. WIDTH OF LANDSCAPE BUFFER
A 25' SETBACK ADJACENT TO STREET REQUIRED
REQUIRED
PROVIDED
20' MINIMUM SETBACK
20' MINIMUM PROVIDED EDWIN L. EPPS DR
10' MINIMUM PROVIDED ARAPAHO RD
1 SPACE TREE PER 30 S.F.
REQUIRED
PROVIDED
KENTIN LIBYS
ARAPAHO RD
QUERCUS
3322SY = 11 TREES
3000SY = 10 TREES
11 EXISTING TREES
21 ADDITIONAL TREES
10 EXISTING TREES
SITE LANDSCAPE
MIN 25% OF SITE'S SHALL BE LANDSCAPED
REQUIRED
PROVIDED
OFF-STREET LOADING
ALL OFF STREET LOADING SHALL BE SCREENED
SCREENING
REQUIRED
PROVIDED
APPROX. 97,970 X 0.25% = 19,514 SF
APPROX. 24,700 SF
PARKING LOT SCREENING
MINIMUM 3' TALL SCREENING, MINIMUM (1) GAL. SHRUBS @ 3' O.C.
REQUIRED
PROVIDED
2X1"CALIPER SHRUBS @ 3 OC
5 GAL 3' O.C.
5% OF PARKING LOT LANDSCAPED
REQUIRED
PROVIDED
17,941 SF X 5%= 897 SF
900 SF
INTERIOR PARKING LANDSCAPE
NO TREE SHALL BE REMOVED FROM SITE
TOTAL MITIGATION REQUIRED:
0 CALIPER INCHES
0 REMOVED TREES
PLANTING NOTES:
1. PLANT SIZES, TYPES, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANTING AREAS TO BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
3. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING THE ROOT BALL.
4. ALL PLANTS SHALL BE STAKED AND PLUMB AS PLANTED. ALL TREES WITH SPREAD 25' OR MORE SHALL BE GUYED WITH THREE GUYS EQUALLY SPACED AROUND TREE.
5. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE FOR ALL PLANTS AND MAINTAIN/PROTECT RISE/LIFT TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL TIMES.
6. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS.
7. TOP-DRESS WITH 3" SHREDDED HARDWOOD BARK MULCH, UNLESS OTHERWISE NOTED.
8. CONTRACTOR RESPONSIBLE FOR ALL UTILITIES, INCLUDING BUT NOT LIMITED TO: REPAIRS BY CONTRACTOR AT NO COST TO OWNER.
9. PRIOR TO PLANTING, CONTRACTOR SHALL PERFORM SOIL TESTS AND SUBMIT RESULTS TO ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SOD/DEBRIS/GROWTH, ROAD AND DISTURBED BRANCHES AND ROOTS, AND ALL OTHER DEBRIS FROM PLANTING AREAS. ALL CUTS TO BE MADE FLUSH TO REMAINING LIKE NEIGHBORING SURFACE OF PLANT. ALL WORK SUBJECT TO OWNER'S REPRESENTATIVE'S APPROVAL.
10. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES AND NOT RESPONSIBLE FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
11. CONTRACTOR TO STAKE OUT PLANTING BEDS WITH LAYOUT AND PLANTING SIZE. REFER TO SPECIFICATIONS. FIELD ALL CORNERS SMOOTH.
12. CONTRACTOR TO FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS ON ALL GROUNDCOVER/SHRUBS WITH A QUOTE OF 4.1 OR GREATER.
13. RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESPECTIVE ALL SUBSURFACES WHERE AVAILABLE IN CABLE, FIBER, ALL INSTALLATION OCCURS DURING THE OFF SEASON. PURCHASE, AND FIELD SNAP PLANTS PRIOR TO PLANTING. CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.
14. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES AND NOT RESPONSIBLE FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
15. CONTRACTOR TO STAKE OUT PLANTING BEDS WITH LAYOUT AND PLANTING SIZE. REFER TO SPECIFICATIONS. FIELD ALL CORNERS SMOOTH.
16. CONTRACTOR TO FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS ON ALL GROUNDCOVER/SHRUBS WITH A QUOTE OF 4.1 OR GREATER.
TREE PRESERVATION
LANDSCAPE PLAN
NORTH
SCALE: 1" = 20'-0"
Case No. 1893-SUP
HAMPTON BY HILTON
ARAPAHO ROAD
ADDISON, TEXAS
FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
1921 MAPLEWOOD DR
WEATHERFORD, TX 76087
682-215-9151
Date: SEP. 27, 2023
Drawn by: JMC
Checked by: GMC
Revisions
Sheet No.
L-1

EXHIBIT A

© DFL GROUP LLC. 2011. ALL RIGHTS RESERVED THE LANDSCAPE ARCHITECTURAL DESIGN, DETAIL, AND IRRIGATION DRAWINGS FOR THIS PROJECT AND/OR OVERALL PROJECT ARE THE LEGAL PROPERTY OF DFL GROUP LLC. THEIR USE FOR REPRODUCTION, CONSTRUCTION, OR DISTRIBUTION IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY DFL GROUP LLC.

Town of Addison, Texas
Ordinance No.
Case No. 1893-SUP/4960 Arapaho Road (Radisson Hotel)

EXHIBIT A

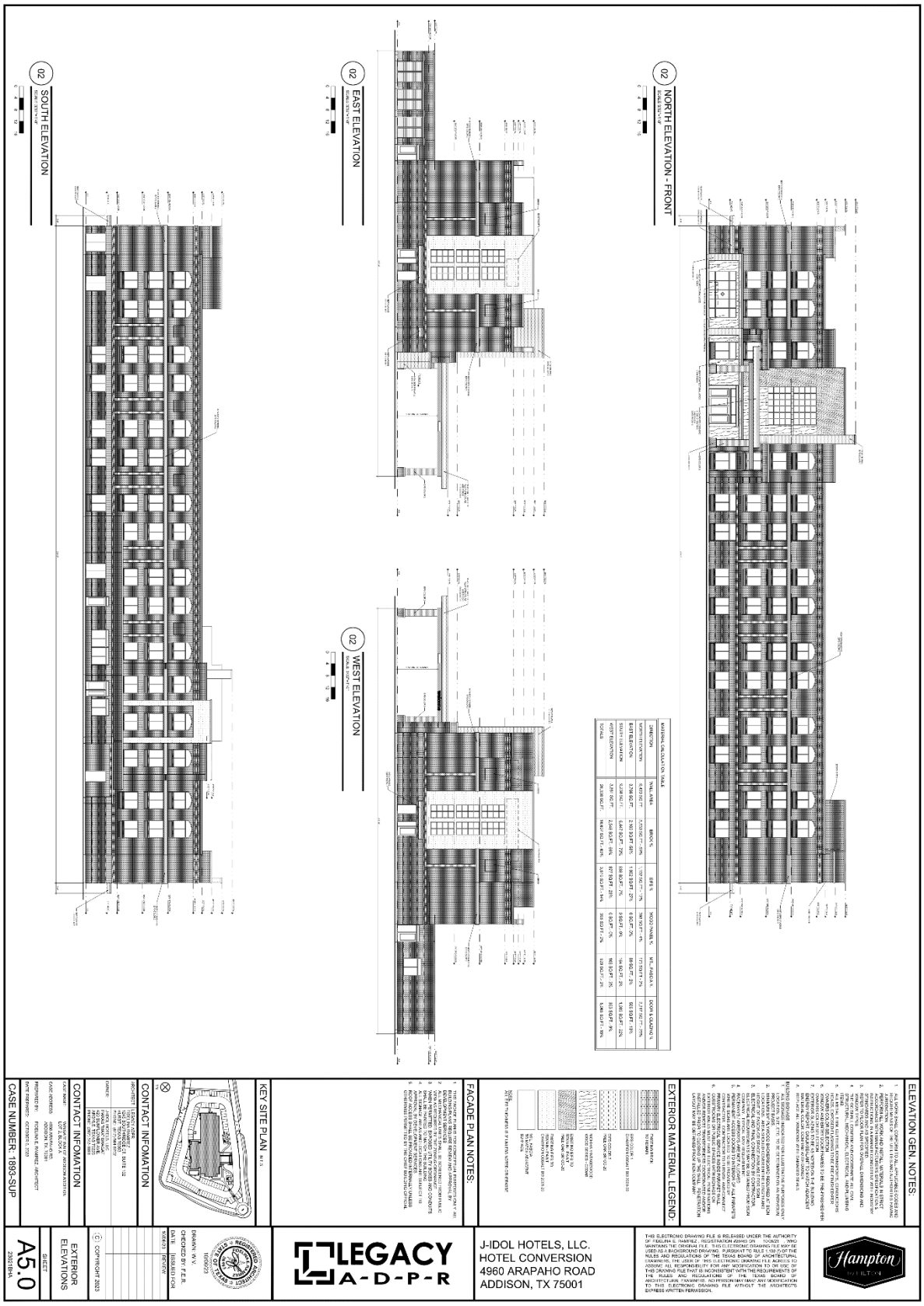

02 NORTH ELEVATION - FRONT
02 EAST ELEVATION
02 WEST ELEVATION
02 SOUTH ELEVATION
ELEVATION GEN. NOTES:
EXTERIOR MATERIAL LEGEND:
FACADE PLAN NOTES:
KEY SITE PLAN
CONTACT INFOMATION
CONTACT INFOMATION
CONTACT INFOMATION
CASE NUMBER: 1893-SUP
LEGACY A-D-P-R
J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001
Hampton
EXTERIOR ELEVATIONS
A5.0

EXHIBIT A

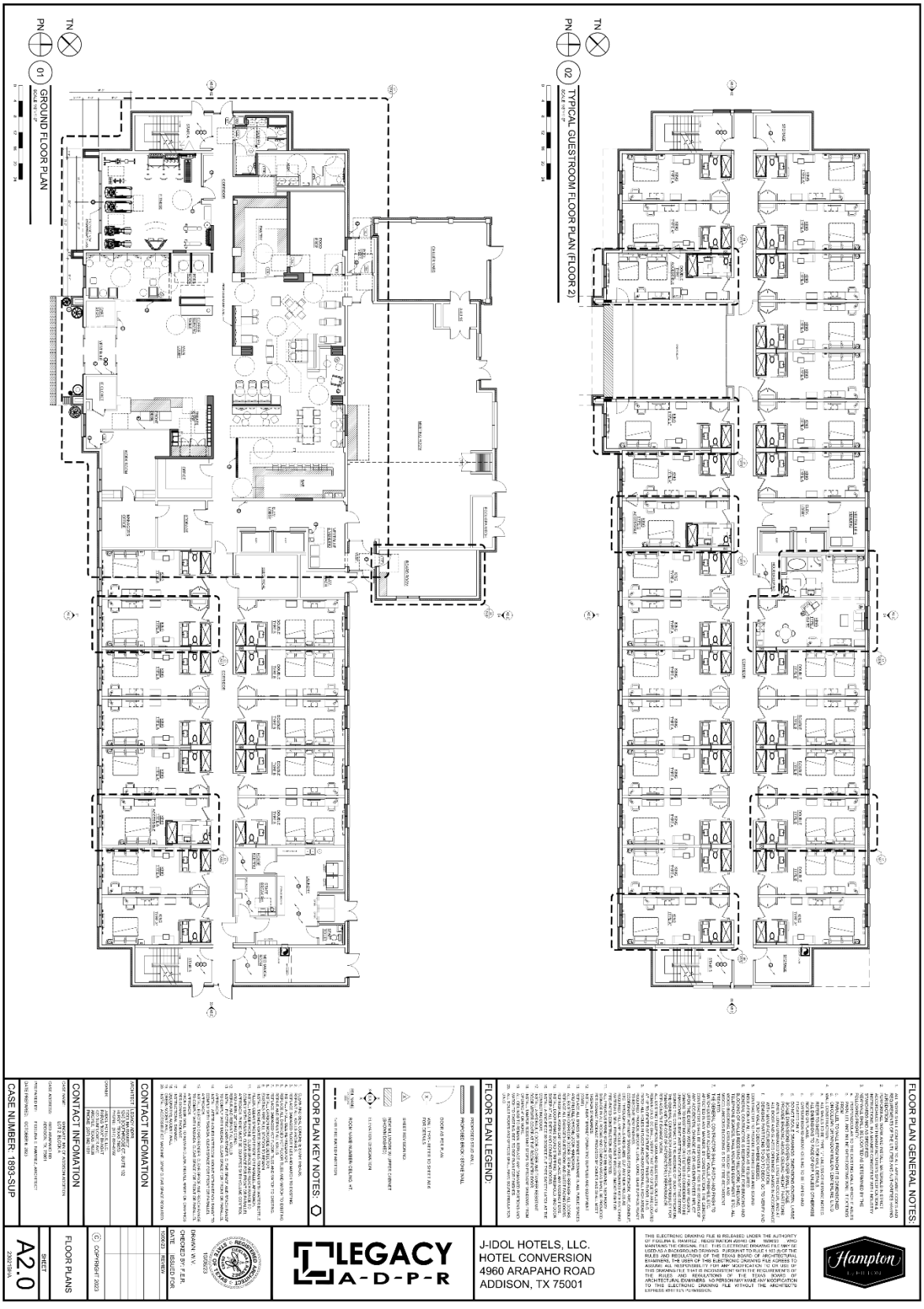
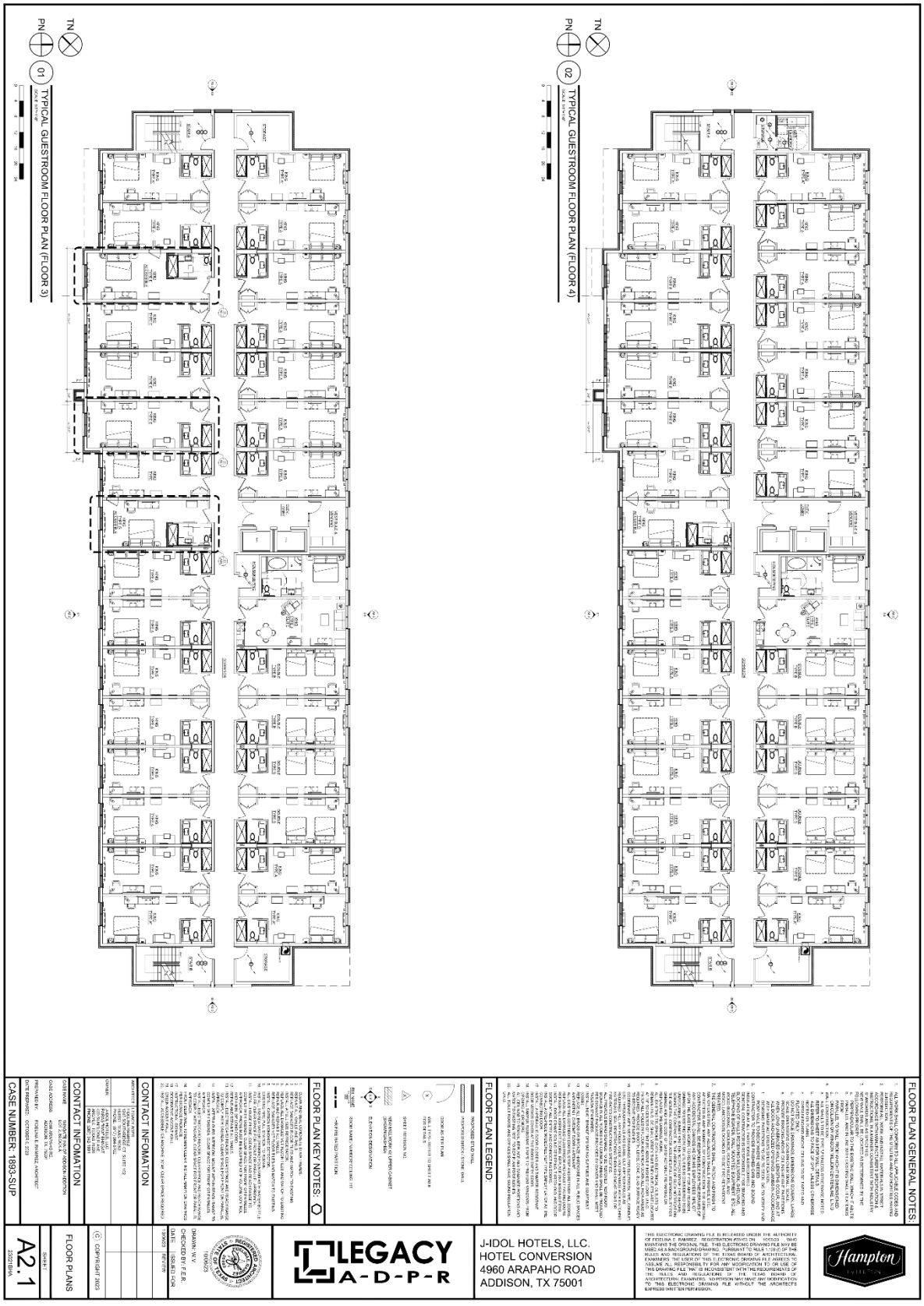

01 GROUND FLOOR PLAN
02 TYPICAL GUESTROOM FLOOR PLAN (FLOOR 2)
FLOOR PLAN GENERAL NOTES
FLOOR PLAN LEGEND:
FLOOR PLAN KEY NOTES:
CONTACT INFOMATION
CONTACT INFOMATION
CONTACT INFOMATION
FLOOR PLANS
A2.0
CASE NUMBER: 1893-SUP
LEGACY A-D-P-R
J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001
Hampton

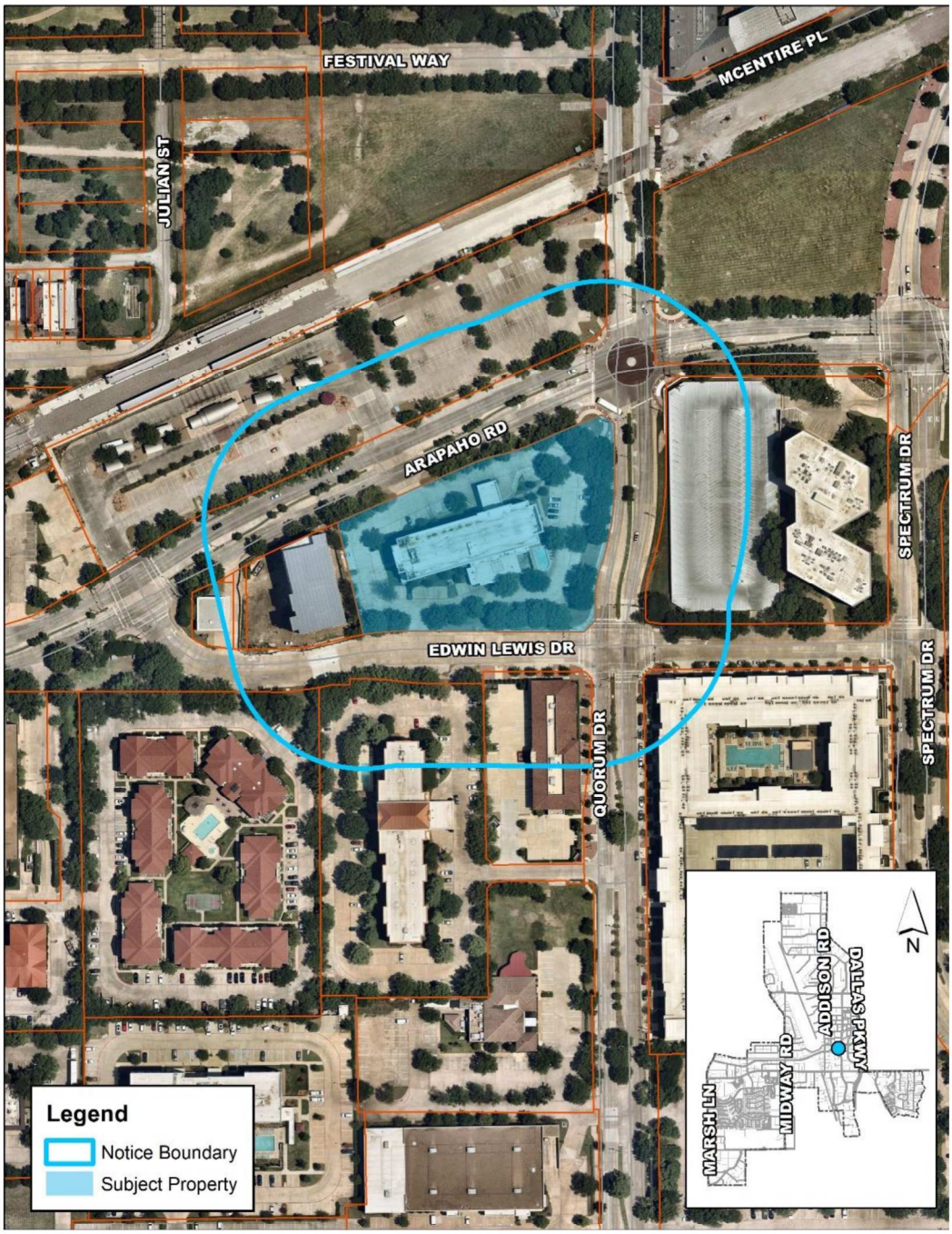
EXHIBIT A


TYPICAL GUESTROOM FLOOR PLAN (FLOOR 3)
TYPICAL GUESTROOM FLOOR PLAN (FLOOR 4)
FLOOR PLAN GENERAL NOTES:
FLOOR PLAN KEY NOTES:
FLOOR PLAN LEGEND:
CONTACT INFOMATION
CONTACT INFOMATION
CONTACT INFOMATION
J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001
LEGACY A-D-P-R
FLOOR PLANS
A2.1
CASE NUMBER: 1893-SUP

1893-SUP

PUBLIC HEARING Case 1893-SUP/4960 Arapaho Road (Radisson Hotel). Hold a public hearing, present, discuss, and consider action on a request to amend Special Use Permit (SUP), Ordinance No. 098-022, for property located at 4960 Arapaho Road, that is currently zoned Planned Development (PD), Ordinance No 004-048, to allow modifications to the development plan.

LOCATION MAP



October 17, 2023

STAFF REPORT

RE:	1893-SUP/4960 Arapaho Road (Radisson Hotel)
LOCATION:	4960 Arapaho Road
REQUEST:	Approval of a request to amend Special Use Permit, Ordinance No. 098-022, to modify the development plan. (Application Date: 08/17/2023)
APPLICANT:	Fidelina Ramirez, Legacy ADPR

DISCUSSION:

Background: The subject property is located at 4960 Arapaho Road. A hotel has been operating on the site since 2000. The subject property is zoned Planned Development (PD), Ordinance No. 004-048, with Special Use Permits (SUP) to allow a restaurant and the sale of alcohol for on-premises consumption, and SUP, Ordinance No. 098-022, to allow a hotel.

The Radisson Hotel is an existing hotel with 101 guest rooms. The hotel offers various guest amenities including a fitness center, meeting space, business center, restaurant, and outdoor pool. The hotel requested an amendment to the existing SUP, Ordinance No. 098-022, to update the development plan to allow updates to the building façade and floor plan. The building modifications are proposed in order to meet the Hampton by Hilton design brand standards. There are no proposed modifications to existing services offered on site.

Proposed Plan: With this request, the Radisson Hotel is proposing an exterior and interior remodel to rebrand to a Hampton by Hilton. The improvements include a modernized building entry and updated materials throughout the façade. The interior remodel will modify the first floor to provide an enhanced lobby, restaurant/bar, and fitness areas. The proposal does not include changes to the gross floor area or the number of guest rooms.

Parking: No modifications are proposed to the existing parking. The development plan approved by Ordinance No. 098-022 identified 101 parking spaces on site. The property currently has 97 spaces. It appears the parking deficit was created due to the construction of an outdoor pool at the southeast corner of the building in 2004. Staff has no knowledge of issues related to lack of parking on the subject property.

Exterior Facades: An exterior remodel is proposed with this request. The changes will include a new porte cochere on the north façade, new awnings on the east and west façades, a new fin wall and windows at the entrance, and updated exterior materials. The updated façade materials include brick, EFIS, and wood paneling. The new fin wall will increase the maximum height of the building by 3.5 feet, for an overall maximum height of 50 feet.

Landscaping and Open Space: No modifications are proposed to the existing landscaping and open space approved by Ordinance No. 098-022.

RECOMMENDATION: **APPROVAL**

Approval of this request will allow reinvestment in the existing hotel site. The proposed modifications will provide enhanced accommodations and amenities for hotel guests and an updated exterior appearance. The improvements will not negatively impact the existing site conditions, including parking, landscaping, or open space.

Staff recommends approval of the request.

Case 1893-SUP/4960 Arapaho Road (Radisson Hotel)

October 17, 2023

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend Special Use Permit (SUP), Ordinance No. 098-022 on property located at 4960 Arapaho Road, which is currently zoned Planned Development (PD), Ordinance No. 004-048, to allow modifications to the development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

LEGACY A-D-P-R
1245 SOUTHRIDGE COURT, SUITE 102, HURST, TEXAS 76053 (817) 864-8702 TEL. WWW.LEGACYADPR.COM

August 18, 2023 #23021BHA

ATTN: Lesley Nyp, AICP, CNU-A
Planning & Development Manager
Town of Addison Planning Department
16801 Westgrove Drive
Addison, Texas 75001

RE: Hotel Conversion – SUP Letter of Intent
4960 Arapaho Road
Lot 2, Block A
Wingate Inn of Addison Addition
Addison, TX. 75001

Legacy ADPR in conjunction with Paras "Max" Bhagat of J-Idol Hotels, LLC. request a Special Use Permit Amendment to allow for the exterior and interior remodel of the existing 16,635 square foot Radisson Hotel. The property is located on Arapaho Rd. just west of Quorum Dr.

The building's exterior façade will be composed of a combination of brick, EIFS, and the addition of Nichiha Architectural Wood Panel which still conforms with 90% masonry requirements set forth by the existing SUP Amendment. The interior changes will require minimal wall demolition and construction.

Mr. Bhagat of J-Idol Hotels, LLC. is requesting the SUP Amendment to make the necessary building upgrades to meet the Hamptons Inn by Hilton Desing Brand Standards in addition to fulfilling the existing Town of Addison ordinances. J-Idol Hotels, LLC. greatly appreciates your consideration for this SUP Amendment.

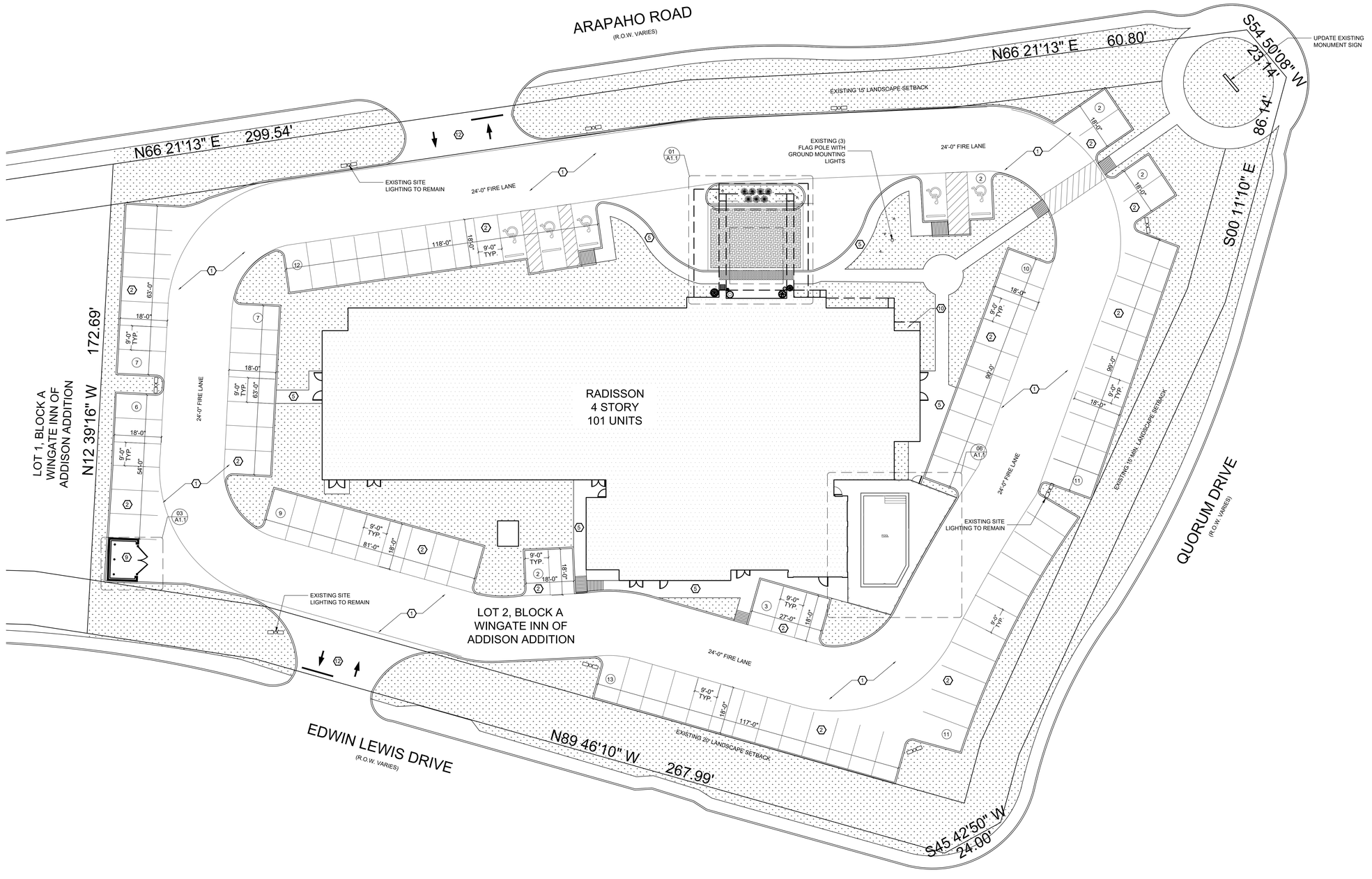
If you have any questions, comments, or concerns please feel free to contact us at any time for assistance.

Sincerely,

Fidelina E. Ramirez, R.A.
Legacy ADPR
Texas Architect Registration No. 26463

August 18, 2023

Date

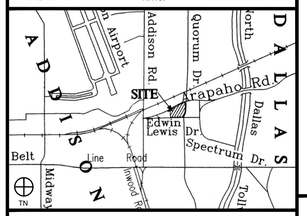


TN

PN 01 SITE PLAN
SCALE 1/16"=1'-0"

0 8 16 24 32 40 48

VICINITY MAP N.T.S.



SITE DATA SUMMARY CHART

(A) LOT AREA (ENTIRE SITE)	96,586 S.F / 2.22 AC.
(B) SETBACK REQUIRED BY ZONING	
FRONT BUILDING LINE	25' FRONT B.L.
SIDE BUILDING LINE	25' SIDE B.L. TO STREET
SIDE BUILDING LINE	10' SIDE B.L. TO RES.
REAR BUILDING LINE	10' REAR B.L. TO RES.
(C) PROPOSED DEVELOPMENT	
ZONING EXISTING USE	PD/ PLANNED DEVELP.
HOTEL - HOSPITALITY	16,635 S.F.
(D) PARKING SUMMARY	
REQUIRED	101 SPACES
PROVIDED	97 SPACES
PARKING RATIO	1 STALL PER GST. ROOM
(F) OPEN SPACE	
LANDSCAPE AREA REQUIRED	19,514 S.F. (20%)
LANDSCAPE AREA PROVIDED	24,700 S.F. (26%)
IMPERVIOUS COV. EX. BLDG.	55,251 S.F. (57%)
IMPERVIOUS COV. INC. BLDG.	71,886 S.F. (74%)
BUILDING COVERAGE	16,635 S.F. (17%)
(G) BUILDING HEIGHT	49'-11" - 4 STORY

HATCH LEGEND

PAVERS	
EXISTING CONCRETE	
LANDSCAPE	
BUILDING AREA	

GENERAL SITE PLAN NOTES:

1. ALL DEBRIS AND MATERIALS TO BE REMOVED ON A REGULAR BASIS
2. PROTECT EXISTING LANDSCAPING AND ITEMS TO REMAIN AS REQUIRED DURING CONSTRUCTION
3. REFER TO GENERAL NOTES AND BALANCE OF DRAWINGS FOR ADDITIONAL INFORMATION
4. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING LOCATIONS
5. THE EXTERIOR LIGHTING DEPICTED ON THE SITE PLAN MUST COMPLY WITH THE REQUIREMENTS OF THE TOWN OF ADDISON ZONING ORDINANCE.
6. ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
7. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
8. BUILDINGS WITH AN AGGREGATE SUM OF 500 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC FIRE SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
9. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
10. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
11. THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.

SITE PLAN KEY NOTES:

1. REPAIR ALL CRACKED AREAS IN PARKING LOT
2. RE-STRIPE ENTIRE PARKING LOT
3. INSTALL NEW PARKING DISCLAIMER SIGNAGE
4. SHED NEXT TO ENCLOSED DUMPSTER TO BE REMOVED
5. REPAIR OR REPLACE ALL DAMAGED SIDEWALKS AND CURBS
6. TRIM / PRUNE ALL TREES AND SHRUBS
7. REPLACE SHRUBS AROUND THE SMOKING AREA
8. PROVIDE AND INSTALL SCREENING FOR ALL MECHANICAL EQUIPMENT, TRANSFORMERS, ETC. EQUAL IN HEIGHT TO THE EQUIPMENT. SCREENING SHALL BE A SCREENING WALL OR LIVING SCREEN EQUAL IN HEIGHT TO THE UNIT. THE SCREENING MAY BE WOOD OR EVERGREEN PLANT MATERIAL OR A COMBINATION OF BOTH AND SHALL COMPLY WITH THE TOWN OF ADDISON ZONING ORDINANCE
9. ENCLOSED DUMPSTER TO BE RENOVATED PER DESIGN STANDARDS. REFER TO SHEET A1.1
10. PROVIDE NEW PERMANENT STRUCTURE AT SMOKING AREA
11. REPLACE ALL EXTERIOR SIGNAGE. NEW SIGNS TO COMPLY WITH THE REQUIREMENTS OF THE TOWN OF ADDISON ZONING ORDINANCE IN ADDITION TO BRAND STANDARDS
12. SIGNAGE WILL BE REVIEWED AT A SEPARATE TIME AND WILL REQUIRE SEPARATE PERMITS
13. INSTALL DIRECTIONAL SIGNS AT PARKING LOT ENTRANCE

CONTACT INFOMATION

ARCHITECT:	LEGACY ADPR FIDELINA RAMIREZ 1245 SOUTHRIDGE CT. SUITE 102 HURST, TEXAS 76053 PHONE: (817) 864-8702
OWNER:	J-IDOL HOTELS, LLC. PARAS "MAX" BHAGAT 420 SUNFLOWER AVE. ARGYLE, TEXAS 76226 PHONE: (267) 342-1891

CONTACT INFOMATION

CASE NAME:	WINGATE INN OF ADDISON ADDITION LOT 2, BLOCK A
CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

Hampton by HILTON

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF FIDELINA E. RAMIREZ , REGISTRATION #26463 ON 10/06/23 , WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS AN AID IN CONSTRUCTION ONLY TO THE EXTENT THAT THE ARCHITECT LICENSE ALLOWS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATIONS OR USES OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FROM ANY AND ALL CLAIMS OR LIABILITY ARISING FROM THE USE OF THIS ELECTRONIC DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO REMOVE ALL REFERENCES TO THE ARCHITECT FROM ANY MODIFICATIONS TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT FIDELINA E. RAMIREZ 26463 STATE OF TEXAS

10/06/23

DRAWN: W.V.

CHECKED BY: F.E.R.

DATE	ISSUED FOR
10/06/23	REVIEW

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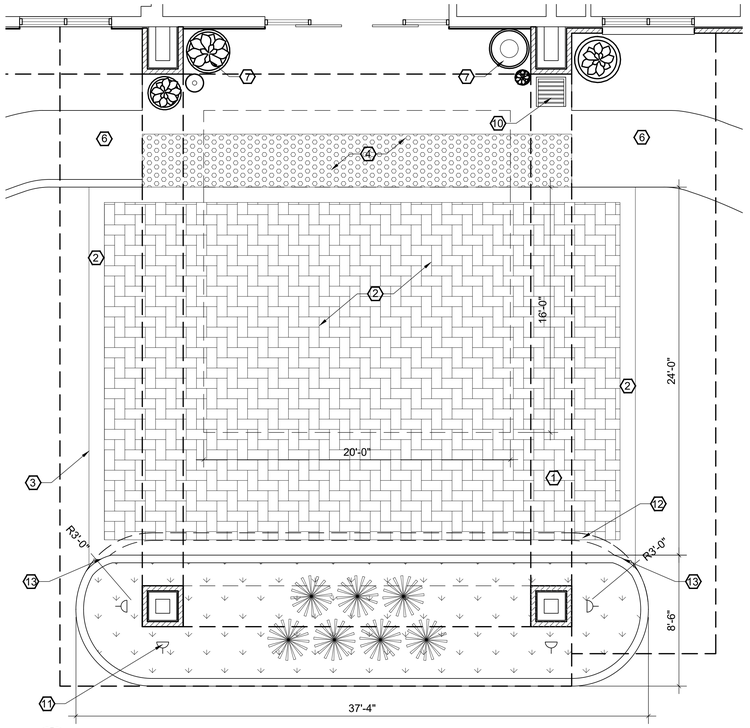
SITE PLAN

SHEET

A1.0

23021BHA

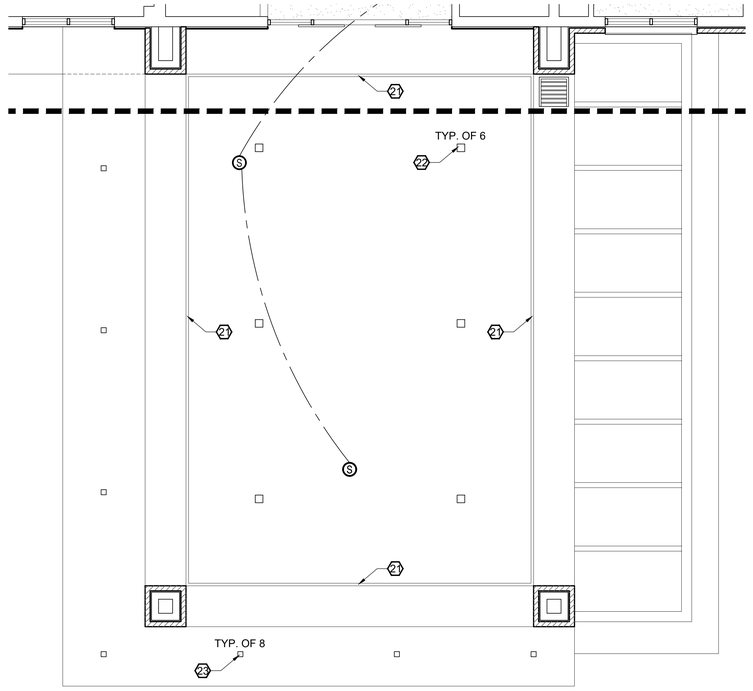


TN

PN 01 PORTE COCHERE - FLOOR PLAN

SCALE 1/4"=1'-0"

0 4 8 12



TN

PN 02 PORTE COCHERE - RCP

SCALE 1/4"=1'-0"

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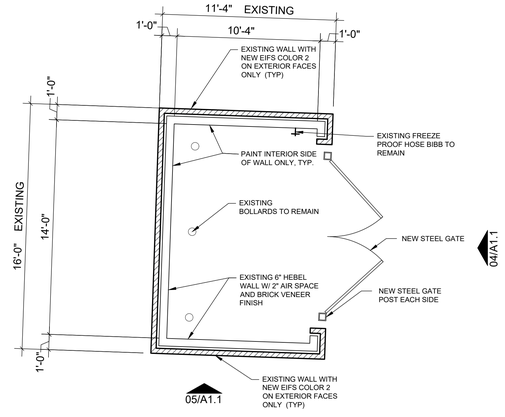
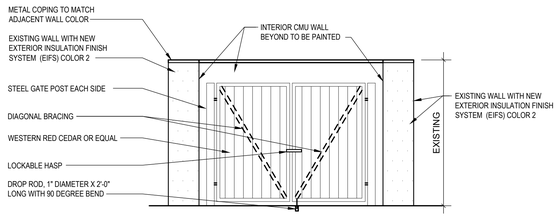


TN

PN 03 PLAN- ENCLOSED DUMPSTER

SCALE 1/4"=1'-0"

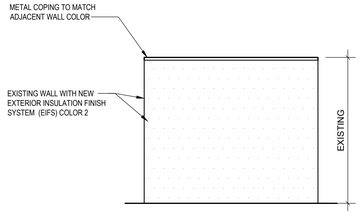
0 4 8 12



04 FRONT ELEVATION - DUMPSTER

SCALE 1/4"=1'-0"

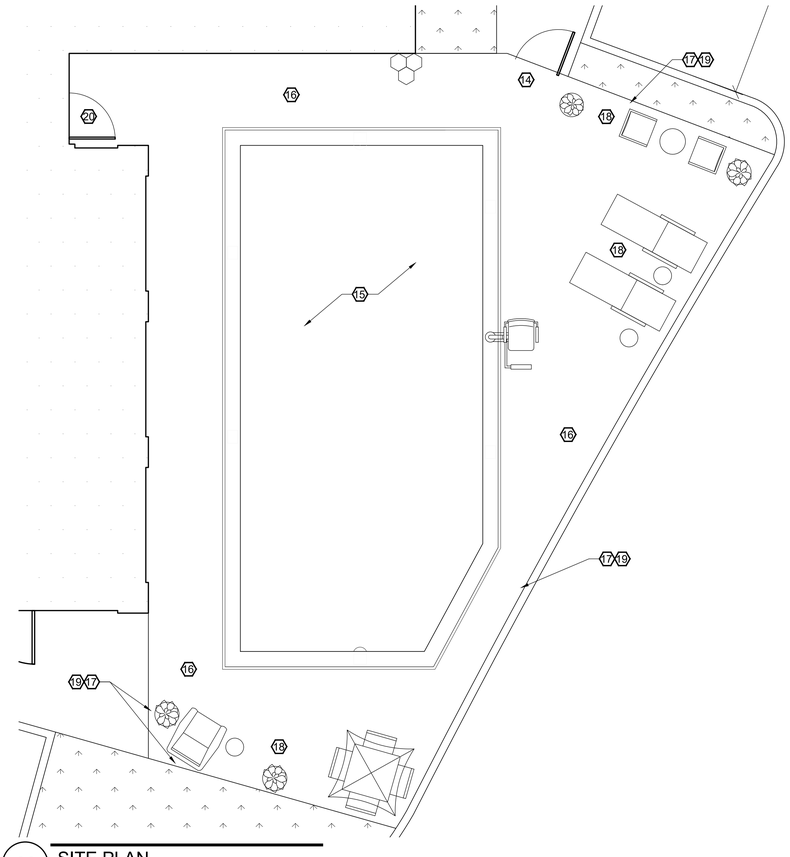
0 4 8 12



05 SIDE ELEVATION - DUMPSTER

SCALE 1/4"=1'-0"

0 4 8 12



TN

PN 06 SITE PLAN

SCALE 1/16"=1'-0"

0 8 16 24 32 40 48

SITE PLAN GENERAL NOTES:

1. COORDINATE LIGHTING LOCATIONS WITH LANDSCAPE PLANTINGS. BUILDING UPLIGHTING SHALL NOT BE OBSTRUCTED BY LANDSCAPE PLANTINGS
2. REFER TO HAMPTON SIGNAGE STANDARDS FOR ADDITIONAL INFORMATION AND PRECISE SIGNAGE REQUIREMENTS. ELECTRICAL FOR BUILDING SIGNAGE AND MONUMENT SIGNAGE SHALL BE PROVIDED AND CONNECTED BY THE CONTRACTOR
3. VERIFY IRRIGATION FOR ALL LANDSCAPED AREAS
4. SOD ALL AREAS NOT WITHIN PLANTING BEDS
5. INSTALL ACCENT PLANTINGS OF ANNUALS AND PERENNIALS AT MAIN ENTRANCE, BUILDING ENTRY, AND SIGNAGE AREAS
6. THE DRAWINGS ARE DESIGNED TO MEET ACCESSIBILITY STANDARDS AT A MINIMUM. LOCAL AND STATE REQUIREMENTS OR CODES MAY HAVE ADDITIONAL STANDARDS
7. PROVIDE DENSE LANDSCAPE SCREENING AT TRANSFORMER PAD PER LOCAL UTILITY COMPANY STANDARDS
8. ALL EQUIPMENT (INCLUDING DRYER VENTS) MUST BE SCREENED WITH LANDSCAPING OR OTHER MEANS
9. SURFACE CONDITIONS AT ACCESSIBLE WALKWAYS AND ACCESSIBLE AREAS (PAVER SYSTEMS AND/OR CONC. SURFACES) SHALL NOT INCLUDE GAPS GREATER THAN 1/2" OR VERTICAL LEVEL CHANGES AT JOINTS OR BETWEEN UNITS GREATER THAN 1/4" - UNLESS THE OVERALL LEVEL CHANGE DOES NOT EXCEED 1/2" AND THE LEVEL CHANGE IS BEVELED AT 1:2
10. THE POOL DRAWINGS & RELATED SPECS. ARE TO BE CONSIDERED AS MINIMUM REQUIREMENTS WHICH MAY CHANGE AS A RESULT OF STATE OR LOCAL CODE & HEALTH DEPARTMENT REQUIREMENTS. THE G.C. AND POOL CONTRACTOR ARE RESPONSIBLE FOR THE IMPLEMENTATION OF ALL APPLICABLE CODES ASSOCIATED WITH THE CONSTRUCTION TECHNIQUE OF THE POOL AREA & THE POOL EQUIPMENT ROOM
11. REFER TO HAMPTON STANDARDS FOR FLOORING OR DECK REQUIREMENTS IN EACH AREA
12. CONTROLS FOR USE BY GUESTS MUST BE MOUNTED BETWEEN 48" AFF AND 15" AFF AND PROVIDE AN ACCESSIBLE 30"MIN X 48"MIN CLEAR FLOOR SPACE. OPERABLE CONTROLS LOCATED OVER AN OBSTRUCTION THAT IS DEEPER THAN 10" MUST BE MOUNTED NO HIGHER THAN 46" AFF. ACCESSIBLE CONTROLS MUST NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST
13. ANY PORTION OF WALL SCONCE OR OTHER OBJECT THAT PROJECTS INTO THE CIRCULATION PATH ABOVE 27" OR BELOW 80" IS LIMITED TO A 4" MAXIMUM PROJECTION
14. ALL PHONES INTENDED FOR GUEST USE MUST BE EQUIPPED WITH VOLUME CONTROL AND A CORD THAT IS 28" LONG MINIMUM
15. FENCING IS REQUIRED AROUND ALL EXTERIOR SWIMMING POOL AREAS. TOP RAIL MUST BE ROUNDED. POINTED FINIALS AND EXPOSED ENDS OF PICKETS ARE NOT PERMITTED. HEIGHT OF FENCING MUST MEET LOCAL HEALTH CODE REQUIREMENTS. ALL SWIMMING POOL GATES MUST BE SELF-CLOSING AND SELF-LATCHING.

HATCH LEGEND

PAVERS	
EXISTING CONCRETE	
LANDSCAPE	
BUILDING AREA	

SITE PLAN KEY NOTES:

1. ACCESSIBLE PASSENGER DROP OFF AREA WITH ADJACENT CLEAR ACCESS AISLE - DROP OFF & ACCESS AISLE SHALL BE AT THE SAME LEVEL & SHALL HAVE A SLOPE NOT TO EXCEED 1:48 (1:64 RECOMMENDED) - REFER TO MATERIAL LEGEND FOR SPECIFIC PAVING OF THIS AREA. REFER TO THE HADG FOR MORE INFORMATION REGARDING ACCESSIBLE PASSENGER LOADING ZONES
2. 1'-0" WIDE CONCRETE APRON / BORDER
3. EDGE OF CONCRETE APRON
4. EXISTING CLEAR ACCESS AISLE ADJACENT TO DROP OFF AREA - DROP OFF & ACCESS AISLE WITH THE SAME LEVEL WITH A SLOPE THAT DOES NOT TO EXCEED 1:48
5. EXISTING DECORATIVE NON-SLIP SURFACE.
6. EXISTING ACCESSIBLE PATH/WALKWAY, 5'-0" WIDE
7. PLANTERS @ ACCESSORIES AT ENTRY MUST BE LOCATED IN A WAY THAT MAINTAINS A 36" WIDE (5'-0" WIDE AT VEHICLE DROP-OFF) ACCESSIBLE ROUTE MINIMUM
8. LOW PLANTINGS AT TURN-IN THAT REFLECT LOCAL COLOR AND SEASONALITY
9. PROVIDE LIGHTING AT ENTRY LANDSCAPE ELEMENTS
10. OUTDOOR ENTRY SEATING
11. GROUND-MOUNTED UP LIGHTING
12. LINE OF EXISTING CURB TO BE REMOVED. PUSH BACK CURB TO ALLOW A MIN. 24'-0" CLEAR DRIVE AISLE PER BRAND STANDARD
13. NEW CONCRETE CURB
14. INSTALL A LOCK AT EXISTING POOL GATE
15. REPAIR INTERIOR POOL SHELL PER BRAND STANDARDS
16. REPAIR EXISTING POOL DECK AND INSTALL A NEW DECORATIVE POOL DECK SURFACE. DECK MINIMUM FINISH: BROOM FINISH CONCRETE WITH CONTROL JOINTS AT 5' CENTERS.
17. REFINISH POOL FENCE AND REPLACE EXISTING STRING LIGHTING
18. REPLACE ALL POOL FURNITURE. ARRANGE/MAINTAIN MOVEABLE FURNITURE SO AS TO PROVIDE ACCESSIBLE GUEST ACCESS TO THIS AREA
19. DECORATIVE SCREEN WALL BETWEEN POOL AREA AND PARKING LOT
20. INSTALL ACCESS CARD CONTROL AT EXTERIOR DOOR
21. LED STRIP LIGHT EQUIVALENT TO ACCLAIM MODEL: FLEXPE3 WITH FLKEXL TRACK RATED AT 3000K AND 5.5 W/FT.
22. LED CAN LIGHT EQUIVALENT TO GOTHAM LIGHTING EVO SQ 30 / 30 6ARBLANK LSS MVOLT EZ10
23. LED CAN LIGHT EQUIVALENT TO GOTHAM LIGHTING EVO SQ 30 / 15 4ARBLANK LSS MVOLT EZ10

CONTACT INFOMATION

ARCHITECT:	LEGACY ADPR FIDELINA RAMIREZ 1245 SOUTHRIDGE CT. SUITE 102 HURST, TEXAS 76053 PHONE: (817) 864-8702
OWNER:	J-IDOL HOTELS, LLC. PARAS "MAX" BHAGAT 420 SUNFLOWER AVE. ARGYLE, TEXAS 76226 PHONE: (267) 342-1891

CONTACT INFOMATION

CASE NAME:	WINGATE INN OF ADDISON ADDITION LOT 2, BLOCK A
CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

Hampton by HILTON

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF FIDELINA E. RAMIREZ , REGISTRATION #26463 ON 10/06/23 , WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING FOR USES THAT DO NOT VIOLATE THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO RELEASE ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING OUT OF THE MODIFICATION OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. ALL RE-USE OF THIS ELECTRONIC DRAWING FILE WITHOUT ADAPTATION TO THE PROJECT AND ALL MODIFICATIONS MADE TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECTS EXPRESS WRITTEN PERMISSION.

J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT FIDELINA E. RAMIREZ 26463 STATE OF TEXAS

10/06/23

DRAWN: W.V.

CHECKED BY: F.E.R.

DATE	ISSUED FOR
10/06/23	REVIEW

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PORTE COCHERE & ENCLOSED DUMPSTER

SHEET

A1.1

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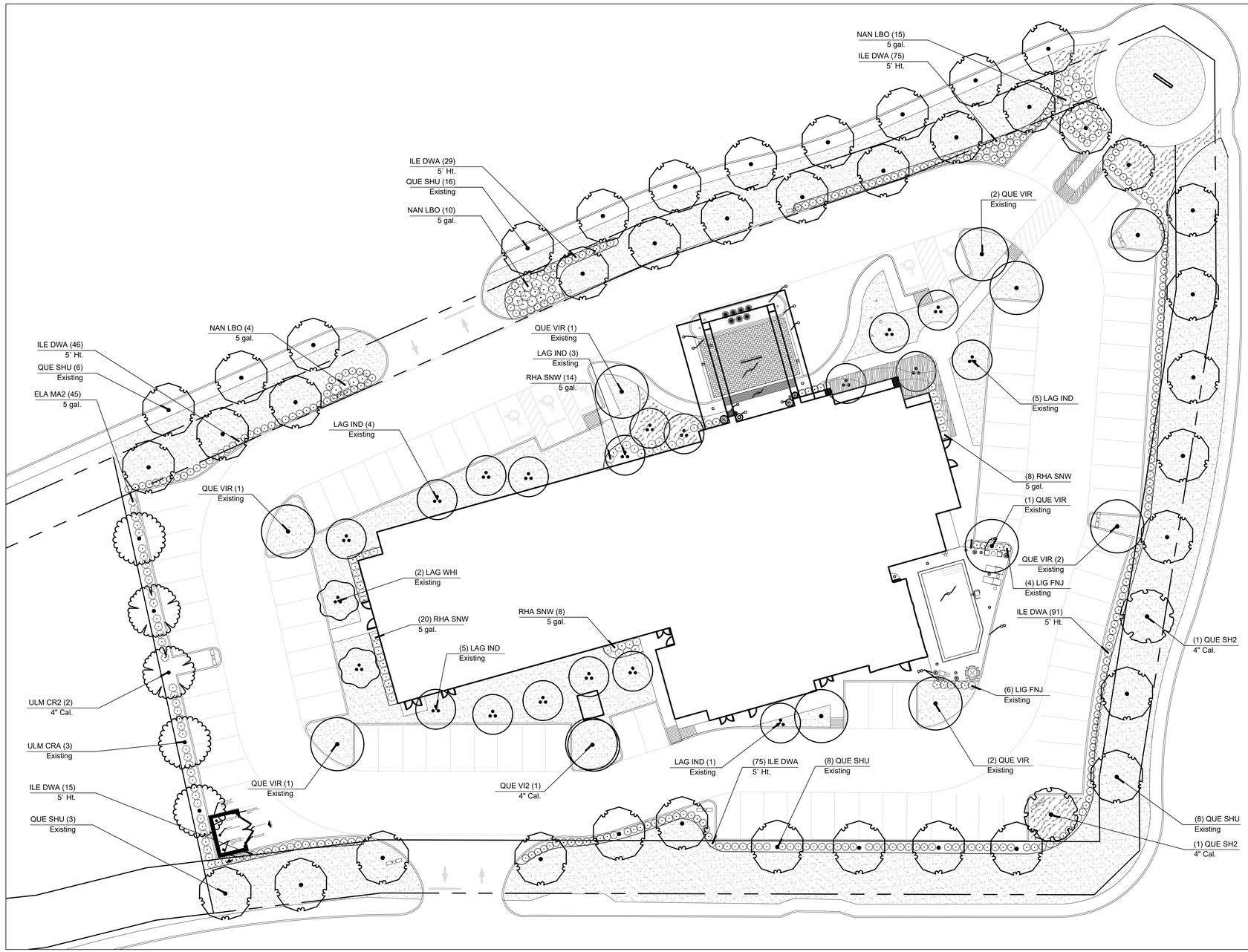

CITY OF ADDISON LANDSCAPE REQUIREMENTS

AREA		
MIN. WIDTH OF LANDSCAPE BUFFER	A 20' SETBACK ADJACENT TO STREET REQUIRED	
	REQUIRED	PROVIDED
	20' MINIMUM SETBACK	20' MINIMUM PROVIDED EDWIN LEWIS DR 15' MINIMUM PROVIDED ARAPAHO 15' MINIMUM PROVIDED QUORUM
	1 SHADE TREE PER 30 LF	
	REQUIRED	PROVIDED
EDWIN LEWIS ARAPAHO QUORUM	332/30 = 11 TREES 428/30 = 15 TREES 300/30 = 10 TREES	11 EXISTING TREES 21 EXISTING TREES 10 EXISTING TREES
SITE LANDSCAPE	MIN 20% OF SITE SHALL BE LANDSCAPED	
	REQUIRED	PROVIDED
	APPROX. 97,570 X 20% = 19,514 SF	APPROX. 24,700 SF
PARKING LOT SCREENING	MINIMUM 3' TALL SCREENING; MINIMUM (5) GAL. SHRUBS @ 3' O.C.	
	REQUIRED	PROVIDED
	24" TALL/5 GAL. SHRUBS @ 3' OC	5 GAL. 3' O.C.
OFF STREET LOADING SCREENING	ALL OFF STREET LOADING SHALL BE SCREENED	
	REQUIRED	PROVIDED
	SCREENED	SCREENED
INTERIOR PARKING LANDSCAPE	5% OF PARKING LOT LANDSCAPED	
	REQUIRED	PROVIDED
	17,947 SF X 5%= 897 SF	900 SF

NO TREE SHALL BE REMOVED FROM SITE

TOTAL MITIGATION REQUIRED:
0 CALIPER INCHES
0 REMOVED TREES

PLANTING NOTES:

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. ALL PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, VIGOROUS ROOT SYSTEM, COMPLETELY ENCOMPASSING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. PREP ENTIRE WIDTH OF ALL DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHRUBS ARE LOCATED ALONG CURB, SET SHRUBS BACK FROM CURB 3 FT.
9. SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. EXISTING TREES ARE SHOWN TO REMAIN, CONTRACTOR SHALL PRUNE ONLY ON APPROVAL OF CITY ARBORIST. WORK TO INCLUDE REMOVAL OF ALL SUCKER GROWTH; DEAD AND DISEASED BRANCHES AND LIMBS; VINES, BRIARS AND OTHER INVASIVE GROWTH; AND ALL INTERFERING BRANCHES. MAKE ALL CUTS FLUSH TO REMAINING LIMB. RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. QUANTITIES ARE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY PRIOR TO PRICING.
13. INSTALL EDGING BETWEEN LAWN AND PLANTING BEDS. REFER TO SPECIFICATIONS. FILE ALL CORNERS SMOOTH.
14. INSTALL CURLEX BLANKET (OR EQUAL) PER MANUFACTURES INSTRUCTIONS ON ALL GROUNDCOVER/SHRUB BEDS WITH A SLOPE OF 4:1 OR GREATER.
15. AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
16. PRIOR TO PLANTING, CONTRACTOR SHALL STAKE TREE LOCATIONS FOR APPROVAL BY OWNER.

CAUTION!!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT LINE LOCATES FOR FRANCHISE UTILITY INFO.
CALL BEFORE YOU DIG:
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LONE STAR NOTIFICATION CENTER
1-800-669-8344 EXT. 5

BEFORE YOU DIG...

NOTE:
NO LANDSCAPE PLANTINGS WITHIN 18" OF PARKING LOT CURBS.

NORTH

0 20 40 60
SCALE: 1" = 20'-0"

Case No. 1893-SUP

TREE PRESERVATION LANDSCAPE PLAN

Date SEP 27, 2023
Drawn By GAC
Checked By GAC
Revisions

FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
1921 MAPLEWOOD DR 682-215-9151
WEATHERFORD, TX 76087
PARKS AND OPEN SPACE PLANNING · LANDSCAPE ARCHITECTURE · IRRIGATION DESIGN

REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
09/27/23

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HAMPTON BY HILTON
ARAPAHO ROAD
ADDISON, TEXAS

Sheet No.
L-1

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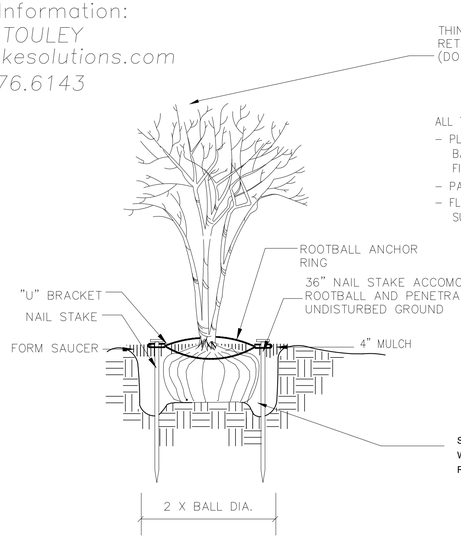
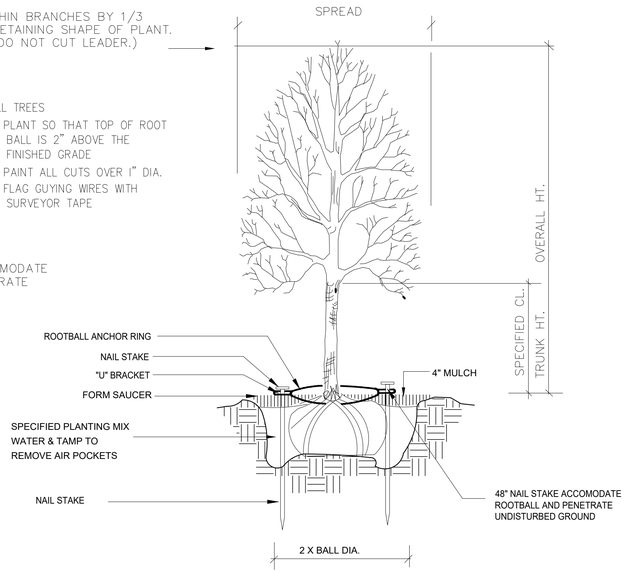
JEFF TOULEY
www.treestakesolutions.com
903.676.6143



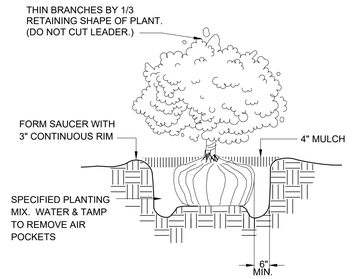
STAKING FOR MULTI–TRUNK TREES & TREES 2" CAL. & UNDER

SCALE: NOT TO SCALE



SAFETY STAKE BY TREE STAKE SOLUTIONS

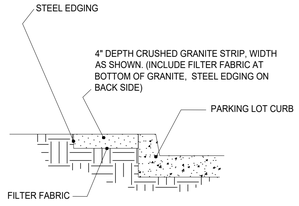
SCALE: NOT TO SCALE



NOTE: 6" WIDTH IS MINIMUM.
IF PLANTED IN DEFINED BED, PREP, ENTIRE BED AS SHOWN ON DRAWINGS.

SHRUB PLANTING

SCALE: NOT TO SCALE



GRANITE STRIP

SCALE: NOT TO SCALE

PLANT SCHEDULE

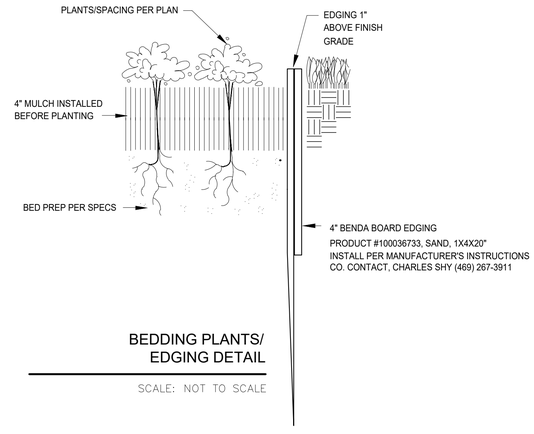
TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	LAG IND	18	Lagerstroemia indica	Crape Myrtle	Existing			
	LAG WHI	2	Lagerstroemia indica x fauriei 'Natchez'	Natchez Crape Myrtle Multi-Trunk	Existing			
	QUE SH2	1	Quercus shumardii	Shumard Oak	4" Cal.	12` Height Min	As Shown	
	QUE SHU	41	Quercus shumardii	Shumard Oak	Existing			
	QUE VI2	1	Quercus virginiana	Southern Live Oak	4" Cal.	12` Height Min		
	QUE VIR	10	Quercus virginiana	Southern Live Oak	Existing			
	ULM CR2	2	Ulmus crassifolia	Cedar Elm	4" Cal.	12` Height Min	As Shown	single Straight Trunk
	ULM CRA	3	Ulmus crassifolia	Cedar Elm	Existing			

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	REMARKS
	ELA MA2	46	Elaeagnus macrophylla	Oleaster	5 gal.	24" min.	36" O.C.	
	ILE DWA	340	Ilex cornuta 'Dwarf Burford'	Dwarf Burford Holly	5` Ht.	24" min.	36" O.C.	
	LIG FNJ	10	Ligustrum japonicum	Waxleaf ligustum	Existing			
	NAN LBO	29	Nandina domestica	Heavenly Bamboo	5 gal.		48" O.C.	
	RHA SNW	50	Rhaphiolepis indica 'Snow White'	Snow White Indian Hawthorn	5 gal.	18"-24"	36" O.C.	

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPACING	SPACING	REMARKS
	CYN DAC	26,583 sf	Cynodon dactylon	Bermudagrass	Existing				
	LIR BIG	507	Liriope muscari 'Big Blue'	Big Blue Lilyturf	4" pots		12" O.C.	12" o.c.	
	TRA ASI	1,079	Trachelospermum asiaticum	Asiatic Jasmine	4" pots		12" O.C.	12" o.c.	

REFERENCE NOTES SCHEDULE

SYMBOL	01 GENERAL DESCRIPTION	QTY	DETAIL
01-01	Steel Edging	841 lf	



BEDDING PLANTS/ EDGING DETAIL

SCALE: NOT TO SCALE

Date SEP 27, 2023
Drawn By GAC
Checked By GAC
Revisions

FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC
1921 MAPLEWOOD DR 682-215-9151
WEATHERFORD, TX 76087
PARKS AND OPEN SPACE PLANNING · LANDSCAPE ARCHITECTURE · IRRIGATION DESIGN

09/27/23

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HAMPTON BY HILTON
ARAPAHO ROAD
ADDISON, TEXAS

Sheet No.
L-2

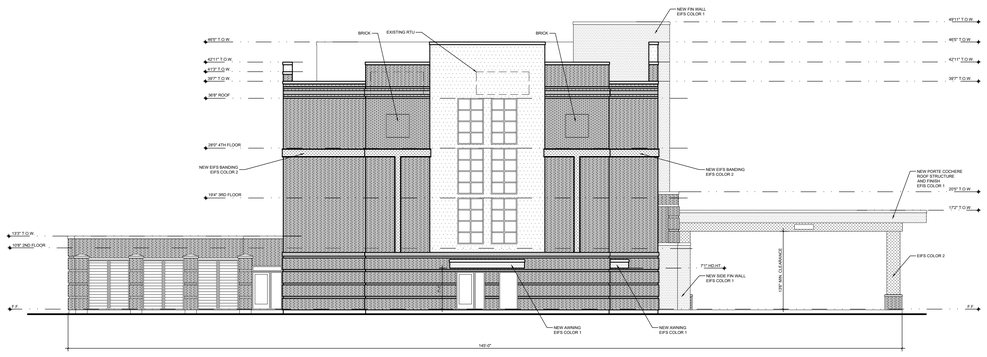
LANDSCAPE DETAILS

02 NORTH ELEVATION - FRONT

SCALE 3/32"=1'-0"

0 4 8 12 16

MATERIAL CALCULATION TABLE						
DIRECTION	WALL AREA	BRICK %	EIFS %	WOOD PANEL %	MTL. FASCIA %	DOOR & GLAZING %
NORTH ELEVATION	9,423 SQ.FT.	5,533 SQ.FT.- 59%	1,102 SQ.FT.- 12%	398 SQ.FT.- 4%	173 SQ.FT.- 2%	2,217 SQ.FT.- 25%
EAST ELEVATION	3,766 SQ.FT.	2,169 SQ.FT.-58%	1,002 SQ.FT.- 27%	0 SQ.FT.-0%	89 SQ.FT.- 2%	506 SQ.FT.- 13%
SOUTH ELEVATION	9,238 SQ.FT.	6,447 SQ.FT.- 70%	638 SQ.FT.- 7%	0 SQ.FT.- 0%	164 SQ.FT.- 2%	1,989 SQ.FT.- 22%
WEST ELEVATION	3,881 SQ.FT.	2,548 SQ.FT.- 66%	877 SQ.FT.- 23%	0 SQ.FT.- 0%	103 SQ.FT.- 3%	353 SQ.FT.- 9%
TOTALS	26,308 SQ.FT.	16,697 SQ.FT.- 63%	3,619 SQ.FT.- 14%	398 SQ.FT.- 2%	529 SQ.FT.- 2%	5,065 SQ.FT.- 19%



02 EAST ELEVATION

SCALE 3/32"=1'-0"

0 4 8 12 16

02 WEST ELEVATION

SCALE 3/32"=1'-0"

0 4 8 12 16

02 SOUTH ELEVATION

SCALE 3/32"=1'-0"

0 4 8 12 16

ELEVATION GEN. NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND REQUIREMENTS OF THE UTILITIES AND AUTHORITIES HAVING JURISDICTION.
2. PERFORM ALL WORK AND INSTALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATION & INSTRUCTIONS, IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS AND AS SPECIFIED.
3. REFER TO FLOOR PLAN FOR OVERALL DIMENSIONS AND WINDOW TYPES.
4. THE GC SHALL CONFIRM AND COORDINATE ALL CIVIL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING ITEMS.
5. ALL METAL TRIM, GUTTERS, DOWNSPOUTS, CONDUCTORS HEADS, EXPOSED FLASHING TO BE PRE-FINISHED PER OWNERS COLOR SELECTION.
6. WINDOW AND ENTRY DOOR FRAMES TO BE PRE-FINISHED PER OWNERS COLOR SELECTION
7. EXTERIOR GLAZING TO BE AS NOTED ON THE BUILDING ENERGY REPORT. CAULK/SEALANT TO MATCH ADJACENT MATERIAL COLOR. CONFIRM WITH OWNER
8. REPLACE ALL WINDOWS WITH DAMAGED SEALS

BUILDING SIGNAGE

1. ALL SIGNAGE INDICATED FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION, SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASIS.
2. MINIMUM 3/4" PLYWOOD BACKERBOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.
3. ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT.
4. RACEWAYS / WIREWAYS ARE NOT ALLOWED
5. PERMANENT ACCESS DOORS TO INTERIOR OF ALL PARAPETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PARAPET WALL.
6. GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND/OR REMOTE TRANSFORMERS COORDINATED AND/OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

EXTERIOR MATERIAL LEGEND:

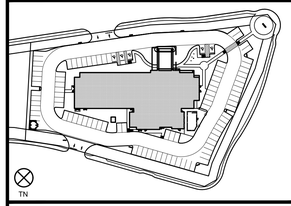
- EXISTING BRICK TO REMAIN
- EIFS COLOR 1 CHAMPION COBALT BM 2061-20
- EIFS COLOR 2 PALE OAK BM OC-20
- NICHIHA VINTAGEWOOD WOOD SERIES - CEDAR
- EXISTING EIFS TO REMAIN - PAINT PALE OAK BM OC-20
- EXISTING EIFS TO REMAIN - PAINT CHAMPION COBALT BM 2061-20
- MTL. FASCIA TO MATCH ADJACENT SURFACE

NOTE:
ALL EIFS THICKNESS IS 3" UNLESS NOTED OTHERWISE

FACADE PLAN NOTES:

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

KEY SITE PLAN N.T.S.



CONTACT INFOMATION

ARCHITECT:	LEGACY ADPR FIDELINA RAMIREZ 1245 SOUTHRIDGE CT. SUITE 102 HURST, TEXAS 76053 PHONE: (817) 864-8702
OWNER:	J-IDOL HOTELS, LLC PARAS "MAX" BHAGAT 420 SUNFLOWER AVE. ARGYLE, TEXAS 76226 PHONE: (267) 342-1891

CONTACT INFOMATION

CASE NAME:	WINGATE INN OF ADDISON ADDITION LOT 2, BLOCK A
CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

Hampton by HILTON

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF FIDELINA E. RAMIREZ , REGISTRATION #26463 ON 10/06/23 , WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED ACCORDING TO THE LICENSING AGREEMENT AND THE STATE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY MODIFICATIONS MADE TO THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. ALL REUSE, MODIFICATIONS, OR ADAPTATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT FIDELINA E. RAMIREZ 26463 STATE OF TEXAS

10/06/23

DRAWN: W.V.

CHECKED BY: F.E.R.

DATE	ISSUED FOR
10/06/23	REVIEW

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EXTERIOR ELEVATIONS

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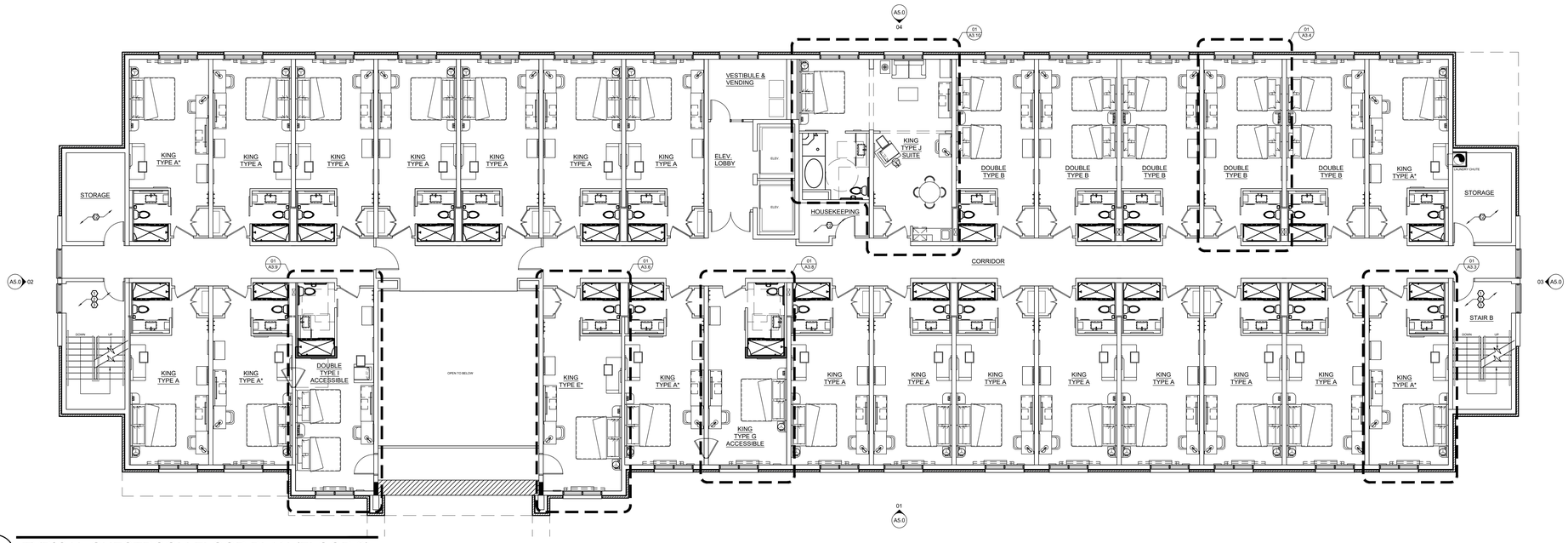

TN

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02

TYPICAL GUESTROOM FLOOR PLAN (FLOOR 2)

SCALE 1/8"=1'-0"

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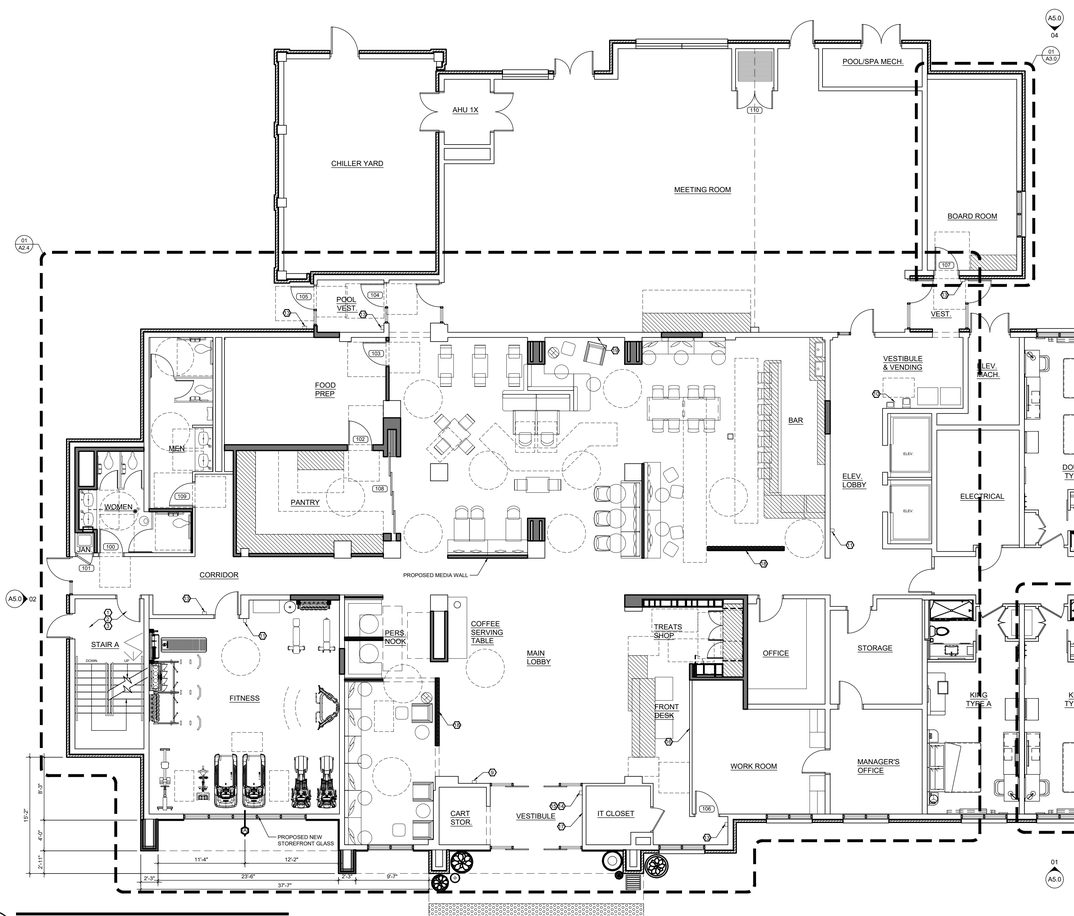

TN

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01

GROUND FLOOR PLAN

SCALE 1/8"=1'-0"

0 4 8 12 16 20 24

FLOOR PLAN GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND REQUIREMENTS OF THE UTILITIES AND AUTHORITIES HAVING JURISDICTION.
2. PERFORM ALL WORK AND INSTALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATION & INSTRUCTIONS, IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS AND AS SPECIFIED.
3. NEW WALL SHALL BE LOCATED AS DETERMINED BY THE FOLLOWING PRIORITY:
   a. PERPENDICULAR TO THE EXISTING WALL WHICH IT ABUTS
   b. PARALLEL AND IN LINE WITH EXISTING WALL IT EXTENDS FROM
   c. PARALLEL TO WALL FROM WHICH IT IS DIMENSIONED
   d. ON COLUMN OR WINDOW MILLION CENTERLINE, U.N.O.
4. WALL CONSTRUCTION:
   a. ALL WALLS TO BE TYPE "J" UNLESS OTHERWISE NOTED. REFER TO SHEET A0.3 FOR WALL DETAILS.
   b. ALL DIMENSIONS TO FACE OF GYP. UNLESS OTHERWISE NOTED ON PLANS.
   c. GYPSUM BOARD ABOVE CEILING TO BE TAPED AND FLOATED ONLY.
   d. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN. LARGE SCALE DIMENSIONS GOVERN OVER SMALL SCALE.
   e. PROVIDE BRACING ABOVE CEILING HEIGHT PARTITIONS WHEN LONG UNBRACED WALL LENGTHS OCCUR, AND AT ALL DOOR AND GLAZED OPENINGS JAMBS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION.
   f. DEMISING PARTITIONS TO GO TO DECK. GC TO VERIFY AND PONY WALL TO DECK WHERE NEEDED.
5. CONTRACTOR TO PROVIDE FINISHED GWB AND SOUND INSULATION AT ALL PARTITIONS AS REQUIRED.
6. GENERAL CONTRACTOR IS RESPONSIBLE FOR BRACING AND BLOCKING OF WALLS RECEIVING MILLWORK, SHELVING, TELEPHONE BOARDS, WALL MOUNTED EQUIPMENT, ETC. ALL WOOD BLOCKING, GROUNDS, ROUGH BUCKS, AND MISCELLANEOUS BLOCKING IS TO BE FIRE-RETARDENT TREATED.
7. THE GENERAL CONTRACTOR SHALL PATCH AND FINISH TO MATCH EXISTING. ANY ADJACENT WALLS, FINISHES, ETC. AFFECTED IN ANY MANNER, BY CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS OF ANY ACCIDENTAL DAMAGE HE OR HIS EMPLOYEES INFLICT UPON THE EXISTING WORK TO REMAIN. IF FOR ANY REASON , DAMAGE TO EXISTING WORK OR UTILITIES IS CONSIDERED TO BE UNAVOIDABLE, SUBMIT WRITTEN NOTIFICATION OF THIS BEFORE SIGNING THE CONTRACT. IN THE ABSENCE OF SUCH NOTIFICATION, THE GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR DAMAGE AND THE COST OF SATISFACTORILY REPAIRING OR REPLACING THE DAMAGE WORK.
8. ALL EXISTING TELEPHONE DATA AND ELECTRICAL OUTLETS TO REMAIN U.N.O. GC SHALL VERIFY THAT THEY OUTLETS ARE LOCATED AT 18" TO CENTER OF FIXTURE ABOVE FINISHED FLOOR, U.N.O.
9. PATCH ALL HOLES IN FLOOR AND KNOW DOWN ALL HIGH AREAS AS REQUIRED. PROVIDE SMOOTH, LEVEL CONC. SLAB SURFACE READY TO RECEIVE NEW FINISHES.
10. COORDINATE WITH MEP DRAWINGS FOR DUCTWORK, PIPE, CONDUIT, ETC. THROUGH WALLS AND SLABS. CUT ANY NEW HOLES AS REQUIRED. FILL ANY HOLES, VOIDS, AND OPENINGS WITH MATCHING MATERIALS; SEAL PENETRATIONS THROUGH SMOKE-TIGHT OR FIRE-RATED CONSTRUCTION AS SPECIFIED.
11. ALL PREVIOUS BRAND SIGNAGE TO BE REMOVED. NEW ROOM SIGNAGE IN ALL ROOMS AND COMMON AREAS SHALL BE PROVIDED PER SIGNAGE PACKAGE PROVIDED BY OWNER AND SHALL MEET TASADA STANDARDS.
12. INSTALL NEW " BRAND" OPERATING SUPPLIES AND EQUIPMENT (OS&E).
13. REPLACE ALL BRASS OR BRONZE HARDWARE IN ALL PUBLIC SPACES AND INSTALL CHROME DOOR HARDWARE.
14. ALL EXISTING CORRIDOR DOORS; STRIP AND REFINISH ALL DOORS. REPLACE ALL DAMAGED GUESTROOM AND GUEST FACING DOORS. REFINISH ALL WORN EXIT DOORS. REPLACE ANY MISSING ITEMS.
15. INSTALL DOOR FRAME SOUND STRIPPING, THRESHOLD, AND DOOR SWEEP AT ALL ENTRY AND CONNECTING DOORS.
16. INSTALL A ONE-PIECE 90 DEGREE FLIP TYPE SAFETY LATCH AT THE CONNECTING DOOR.
17. INSTALL A HYDRAULIC DOOR CLOSER AND TAMPER RESISTANT DOOR VIEWER COVER AT THE ROOM ENTRY DOOR.
18. INSTALL TAMPER RESISTANT STOPS TO PREVENT WINDOWS FROM OPENING 4" OR MORE.
19. ALL CEILINGS TO REMAIN, REPLACE ANY DAMAGED PORTIONS AND MATCH TO EXISTING. REF. TO RCP PLAN FOR FINISHES.
20. ALL TOILET ROOMS AND OFFICES SHALL HAVE SOUND INSULATION U.N.O.

FLOOR PLAN LEGEND:

- PROPOSED STUD WALL
- PROPOSED BRICK / STONE WALL
- DOOR AS PER PLAN
- WALL TYPE- REFER TO SHEET A0.6 FOR DETAILS
- SHEET REVISION NO.
- NEW MILLWORK W/ UPPER CABINET (SHOWN DASHED)
- ELEVATION DESIGNATION
- RM. NAME / XX'-XX"/NO / 0000 — ROOM NAME/ NUMBER/ CEILING. HT.
- 1-HR FIRE RATED PARTITION

FLOOR PLAN KEY NOTES:

1. CLEAN AND SEAL CONCRETE STAIR TREADS.
2. REPAINT ALL WALLS AND RAILS.
3. REPLACE DAMAGED FLOOR TILES AND MATCH TO EXISTING.
4. INSTALL A FULL SIZE REFRIGERATOR.
5. REPLACE ALL DAMAGED VCT FLOOR TILES AND MATCH TO EXISTING.
6. REPAIR AND REPAINT ALL WALLS.
7. REPLACE DAMAGED VCT FLOOR TILES AND MATCH TO EXISTING.
8. INSTALL CARBON MONOXIDE DETECTOR.
9. EXISTING FIRE PULL STATION TO REMAIN.
10. INSTALL TAS/ADA WATER DRINKING FOUNTAIN WITH WATER BOTTLE FILLER. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
11. INSTALL HOUSE PHONE. CLEAR SPACE AND REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH. PHONE MUST BE EQUIPPED WITH VOLUME CONTROL AND A MIN. 28" LONG CORD.
12. REPAIR AND REPAINT ALL WALLS.
13. INSTALL ELECTRIC CARD READER. CLEAR SPACE AND REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
14. INSTALL AFTER-HOURS INTERCOM. MOUNT WITHIN REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
15. INSTALL ELECTRIC CARD READER. CLEAR SPACE AND REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
16. FRONT DESK WALL TO REMAIN CLEAR. INSTALL HAMPTON GRAPHICS PER SIGNAGE PACKAGE.
17. INSTRUCTIONAL SIGNAGE.
18. DECORATIVE ACCENT WALL
19. GREEN ACCENT WALL
20. INSTALL ACCESSIBLE ICE MACHINE. 30"48" CLEAR SPACE REQUIRED.

CONTACT INFOMATION

ARCHITECT:	LEGACY ADPR FIDELINA RAMIREZ 1245 SOUTHRIDGE CT. SUITE 102 HURST, TEXAS 76053 PHONE: (817) 864-8702
OWNER:	J-IDOL HOTELS, LLC. PARAS "MAX" BHAGAT 420 SUNFLOWER AVE. ARGYLE, TEXAS 76226 PHONE: (267) 342-1891

CONTACT INFOMATION

CASE NAME:	WINGATE INN OF ADDISON ADDITION LOT 2, BLOCK A
CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

Hampton by HILTON

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF FIDELINA E. RAMIREZ , REGISTRATION #26463 ON 10/06/23 , WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE LEGALLY USED BY THE RECIPIENT ONLY AS AUTHORIZED BY THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, THE USER OF THIS ELECTRONIC DRAWING FILE AGREES TO INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FOR ALL CLAIMS RELATED TO THE USE OF THIS DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE USER ACKNOWLEDGES THAT THE USE OF THIS ELECTRONIC DRAWING FILE IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT
FIDELINA E. RAMIREZ
26463
STATE OF TEXAS

10/06/23

DRAWN: W.V.

CHECKED BY: F.E.R.

DATE	ISSUED FOR
10/06/23	REVIEW

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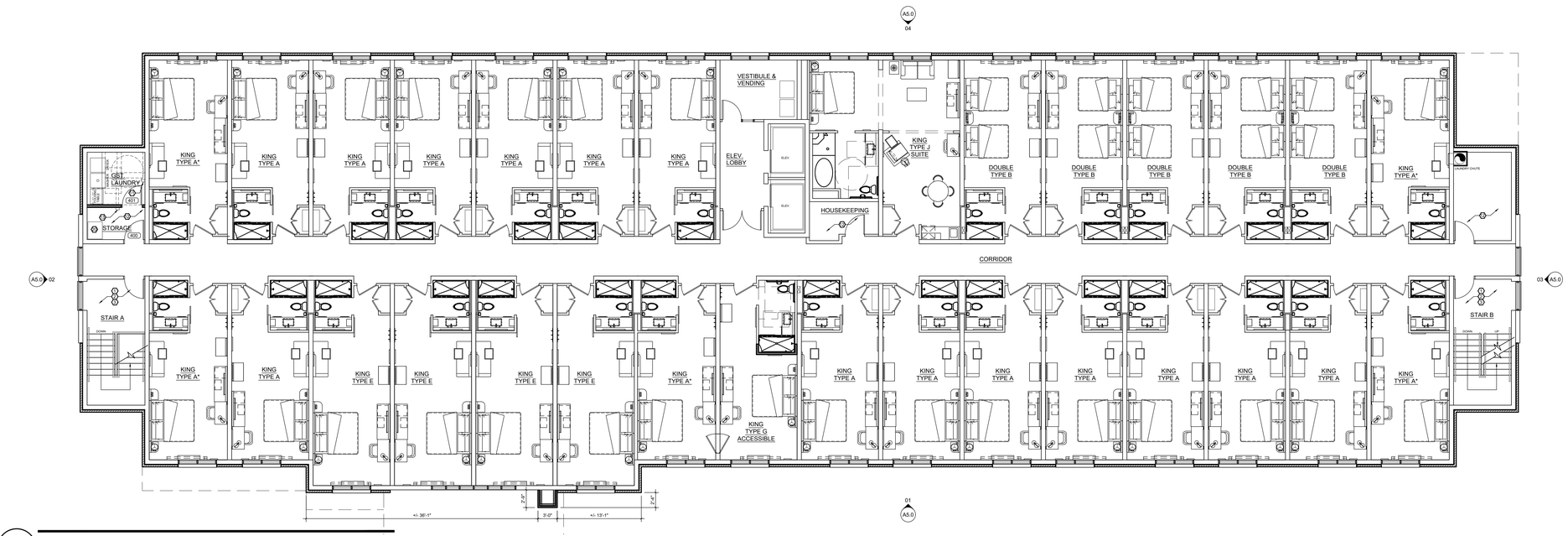
FLOOR PLANS

SHEET

A2.0

23021BHA



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PN

02

TYPICAL GUESTROOM FLOOR PLAN (FLOOR 4)

SCALE 1/8"=1'-0"

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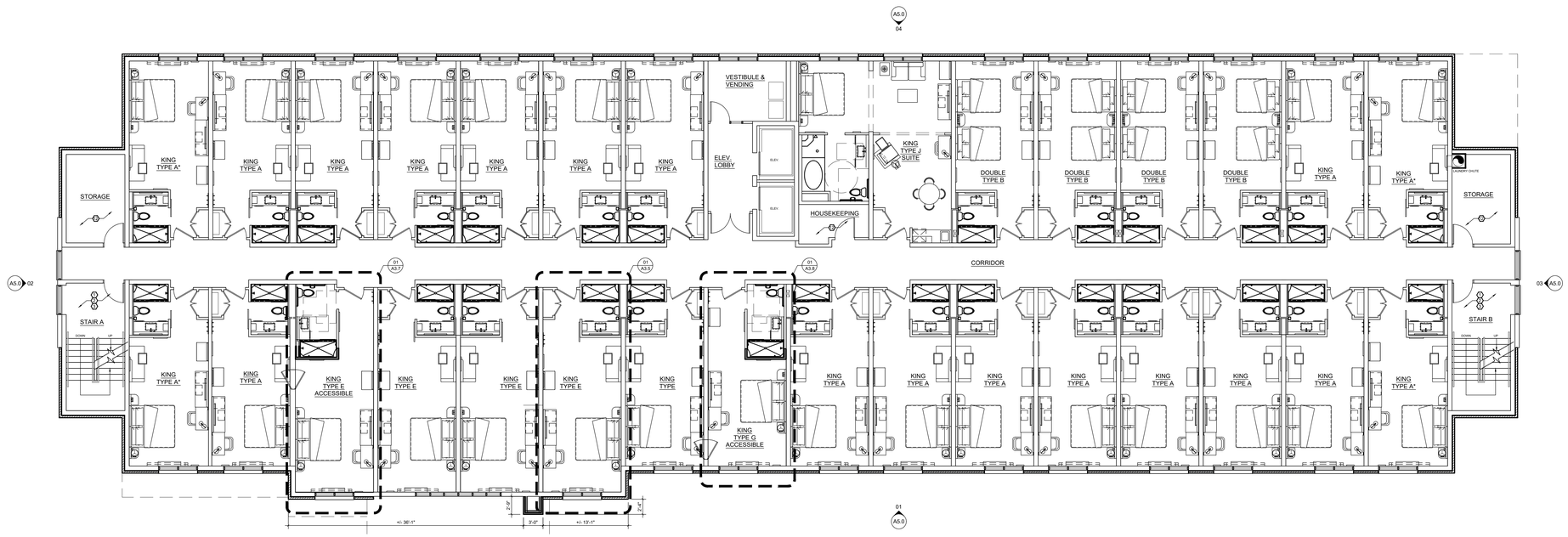

TN

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01

TYPICAL GUESTROOM FLOOR PLAN (FLOOR 3)

SCALE 1/8"=1'-0"

0 4 8 12 16 20 24

FLOOR PLAN GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND REQUIREMENTS OF THE UTILITIES AND AUTHORITIES HAVING JURISDICTION.
2. PERFORM ALL WORK AND INSTALL MATERIALS IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATION & INSTRUCTIONS, IN A MANNER CONSISTENT WITH INDUSTRY STANDARDS AND AS SPECIFIED.
3. NEW WALL SHALL BE LOCATED AS DETERMINED BY THE FOLLOWING PRIORITY:
   a. PERPENDICULAR TO THE EXISTING WALL WHICH IT ABUTS
   b. PARALLEL AND IN LINE WITH EXISTING WALL IT EXTENDS FROM
   c. PARALLEL TO WALL FROM WHICH IT IS DIMENSIONED
   d. ON COLUMN OR WINDOW MILLION CENTERLINE, U.N.O.
4. WALL CONSTRUCTION:
   a. ALL WALLS TO BE TYPE "J" UNLESS OTHERWISE NOTED. REFER TO SHEET A0.3 FOR WALL DETAILS.
   b. ALL DIMENSIONS TO FACE OF GYP. UNLESS OTHERWISE NOTED ON PLANS.
   c. GYPSUM BOARD ABOVE CEILING TO BE TAPED AND FLOATED ONLY.
   d. DO NOT SCALE DRAWINGS; DIMENSIONS GOVERN. LARGE SCALE DIMENSIONS GOVERN OVER SMALL SCALE.
   e. PROVIDE BRACING ABOVE CEILING HEIGHT PARTITIONS WHEN LONG UNBRACED WALL LENGTHS OCCUR, AND AT ALL DOOR AND GLAZED OPENINGS JAMBS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATION.
   f. DEMISING PARTITIONS TO GO TO DECK. GC TO VERIFY AND PONY WALL TO DECK WHERE NEEDED.
5. CONTRACTOR TO PROVIDE FINISHED GWB AND SOUND INSULATION AT ALL PARTITIONS AS REQUIRED.
6. GENERAL CONTRACTOR IS RESPONSIBLE FOR BRACING AND BLOCKING OF WALLS RECEIVING MILLWORK, SHELVING, TELEPHONE BOARDS, WALL MOUNTED EQUIPMENT, ETC. ALL WOOD BLOCKING, GROUNDS, ROUGH BUCKS, AND MISCELLANEOUS BLOCKING IS TO BE FIRE-RETARDENT TREATED.
7. THE GENERAL CONTRACTOR SHALL PATCH AND FINISH TO MATCH EXISTING. ANY ADJACENT WALLS, FINISHES, ETC. AFFECTED IN ANY MANNER, BY CONSTRUCTION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS OF ANY ACCIDENTAL DAMAGE HE OR HIS EMPLOYEES INFLICT UPON THE EXISTING WORK TO REMAIN. IF FOR ANY REASON , DAMAGE TO EXISTING WORK OR UTILITIES IS CONSIDERED TO BE UNAVOIDABLE, SUBMIT WRITTEN NOTIFICATION OF THIS BEFORE SIGNING THE CONTRACT. IN THE ABSENCE OF SUCH NOTIFICATION, THE GENERAL CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR DAMAGE AND THE COST OF SATISFACTORILY REPAIRING OR REPLACING THE DAMAGE WORK.
8. ALL EXISTING TELEPHONE DATA AND ELECTRICAL OUTLETS TO REMAIN U.N.O. GC SHALL VERIFY THAT THEY OUTLETS ARE LOCATED AT 18" TO CENTER OF FIXTURE ABOVE FINISHED FLOOR, U.N.O.
9. PATCH ALL HOLES IN FLOOR AND KNOW DOWN ALL HIGH AREAS AS REQUIRED. PROVIDE SMOOTH, LEVEL CONC. SLAB SURFACE READY TO RECEIVE NEW FINISHES.
10. COORDINATE WITH MEP DRAWINGS FOR DUCTWORK, PIPE, CONDUIT, ETC. THROUGH WALLS AND SLABS. CUT ANY NEW HOLES AS REQUIRED. FILL ANY HOLES, VOIDS, AND OPENINGS WITH MATCHING MATERIALS; SEAL PENETRATIONS THROUGH SMOKE-TIGHT OR FIRE-RATED CONSTRUCTION AS SPECIFIED.
11. ALL PREVIOUS BRAND SIGNAGE TO BE REMOVED. NEW ROOM SIGNAGE IN ALL ROOMS AND COMMON AREAS SHALL BE PROVIDED PER SIGNAGE PACKAGE PROVIDED BY OWNER AND SHALL MEET TASADA STANDARDS.
12. INSTALL NEW " BRAND" OPERATING SUPPLIES AND EQUIPMENT (OS&E).
13. REPLACE ALL BRASS OR BRONZE HARDWARE IN ALL PUBLIC SPACES AND INSTALL CHROME DOOR HARDWARE.
14. ALL EXISTING CORRIDOR DOORS; STRIP AND REFINISH ALL DOORS. REPLACE ALL DAMAGED GUESTROOM AND GUEST FACING DOORS. REFINISH ALL WORN EXIT DOORS. REPLACE ANY MISSING ITEMS.
15. INSTALL DOOR FRAME SOUND STRIPPING, THRESHOLD, AND DOOR SWEEP AT ALL ENTRY AND CONNECTING DOORS.
16. INSTALL A ONE-PIECE 90 DEGREE FLIP TYPE SAFETY LATCH AT THE CONNECTING DOOR.
17. INSTALL A HYDRAULIC DOOR CLOSER AND TAMPER RESISTANT DOOR VIEWER COVER AT THE ROOM ENTRY DOOR.
18. INSTALL TAMPER RESISTANT STOPS TO PREVENT WINDOWS FROM OPENING 4" OR MORE.
19. ALL CEILINGS TO REMAIN, REPLACE ANY DAMAGED PORTIONS AND MATCH TO EXISTING. REF. TO RCP PLAN FOR FINISHES.
20. ALL TOILET ROOMS AND OFFICES SHALL HAVE SOUND INSULATION U.N.O.

FLOOR PLAN LEGEND:

- PROPOSED STUD WALL
- PROPOSED BRICK / STONE WALL
- DOOR AS PER PLAN
- WALL TYPE- REFER TO SHEET A0.6 FOR DETAILS
- SHEET REVISION NO.
- NEW MILLWORK W/ UPPER CABINET (SHOWN DASHED)
- ELEVATION DESIGNATION
- RM. NAME — ROOM NAME/ NUMBER/ CEILING. HT.
- 1-HR FIRE RATED PARTITION

FLOOR PLAN KEY NOTES:

1. CLEAN AND SEAL CONCRETE STAIR TREADS.
2. REPAINT ALL WALLS AND RAILS.
3. REPLACE DAMAGED FLOOR TILES AND MATCH TO EXISTING.
4. INSTALL A FULL SIZE REFRIGERATOR.
5. REPLACE ALL DAMAGED VCT FLOOR TILES AND MATCH TO EXISTING.
6. REPAIR AND REPAINT ALL WALLS.
7. REPLACE DAMAGED VCT FLOOR TILES AND MATCH TO EXISTING.
8. INSTALL CARBON MONOXIDE DETECTOR.
9. EXISTING FIRE PULL STATION TO REMAIN.
10. INSTALL TAS/ADA WATER DRINKING FOUNTAIN WITH WATER BOTTLE FILLER. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
11. INSTALL HOUSE PHONE. CLEAR SPACE AND REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH. PHONE MUST BE EQUIPPED WITH VOLUME CONTROL AND A MIN. 28" LONG CORD.
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15. INSTALL ELECTRIC CARD READER. CLEAR SPACE AND REACH RANGE TO COMPLY WITH TAS/ADA. CLEAR SPACE FOR FRONT OR PARALLEL APPROACH.
16. FRONT DESK WALL TO REMAIN CLEAR. INSTALL HAMPTON GRAPHICS PER SIGNAGE PACKAGE.
17. INSTRUCTIONAL SIGNAGE.
18. DECORATIVE ACCENT WALL
19. GREEN ACCENT WALL
20. INSTALL ACCESSIBLE ICE MACHINE. 30"48" CLEAR SPACE REQUIRED.

CONTACT INFOMATION

ARCHITECT:	LEGACY ADPR FIDELINA RAMIREZ 1245 SOUTHRIDGE CT. SUITE 102 HURST, TEXAS 76053 PHONE: (817) 864-8702
OWNER:	J-IDOL HOTELS, LLC. PARAS "MAX" BHAGAT 420 SUNFLOWER AVE. ARGYLE, TEXAS 76226 PHONE: (267) 342-1891

CONTACT INFOMATION

CASE NAME:	WINGATE INN OF ADDISON ADDITION LOT 2, BLOCK A
CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

Hampton by HILTON

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J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT FIDELINA E. RAMIREZ 26463 STATE OF TEXAS

10/06/23

DRAWN: W.V.

CHECKED BY: F.E.R.

DATE	ISSUED FOR
10/06/23	REVIEW

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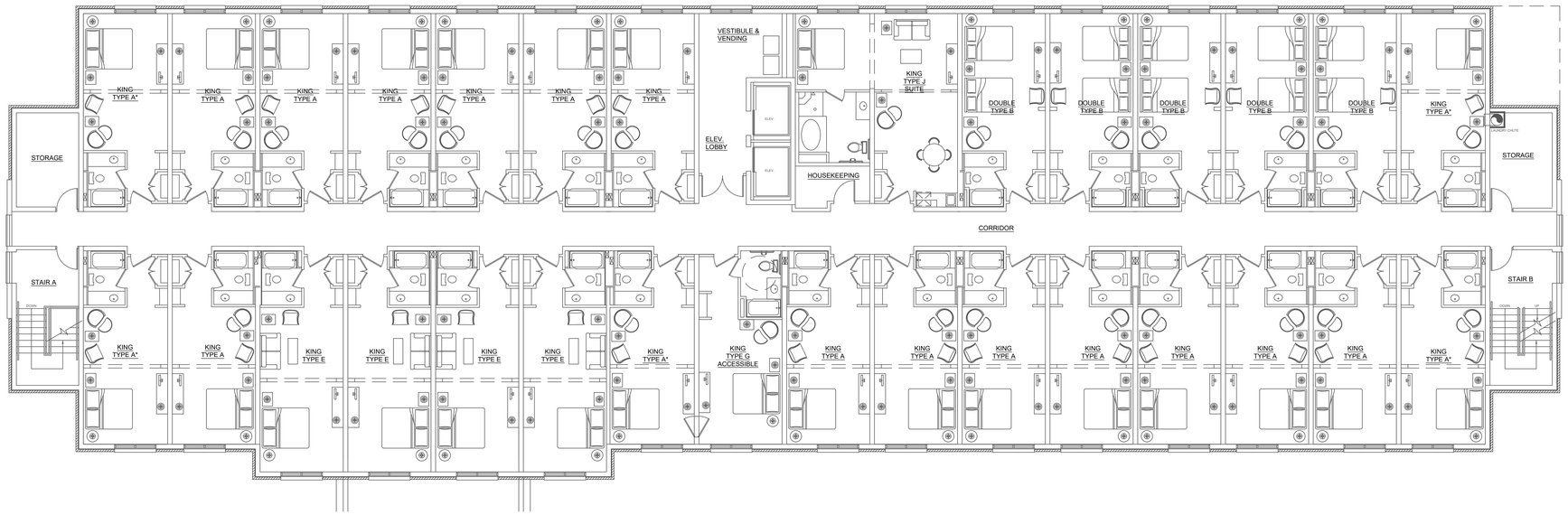
FLOOR PLANS

SHEET

A2.1

23021BHA



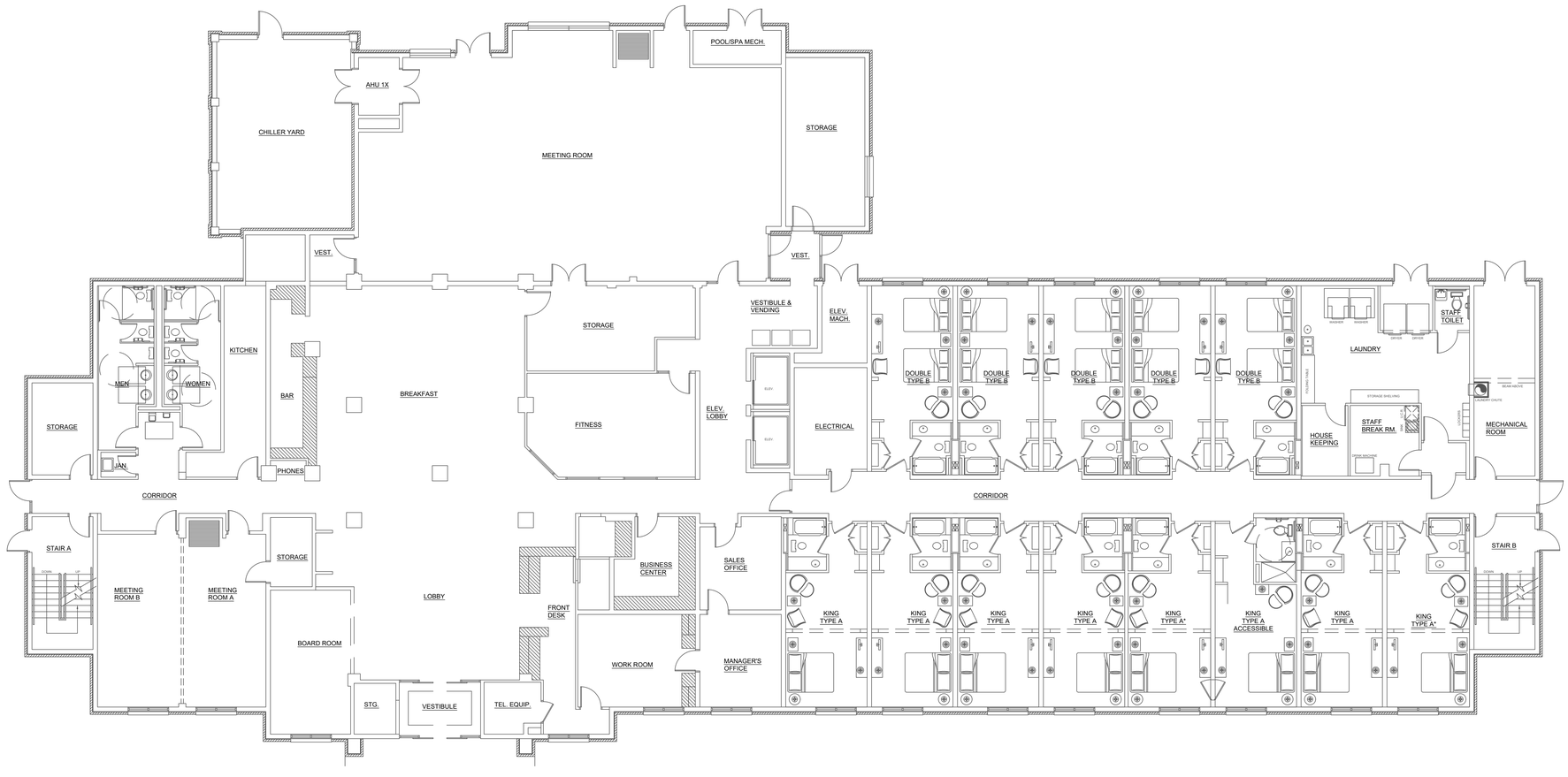
TN

PN

02 EXISTING GUESTROOM FLOOR PLAN (FLOOR 4)

SCALE 1/8"=1'-0"

0 4 8 12 16 20 24



TN

PN

01 EXISTING GROUND FLOOR PLAN

SCALE 1/8"=1'-0"

0 4 8 12 16 20 24

Hampton by HILTON

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J-IDOL HOTELS, LLC.
HOTEL CONVERSION
4960 ARAPAHO ROAD
ADDISON, TX 75001

LEGACY A-D-P-R

REGISTERED ARCHITECT FIDELINA E. RAMIREZ 26463 STATE OF TEXAS

10/06/23

DRAWN: W.V.

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CONTACT INFOMATION

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CASE ADDRESS:	4960 ARAPAHO RD. ADDISON, TX. 75001
PREPARED BY:	FIDELINA E. RAMIREZ, ARCHITECT
DATE PREPARED:	OCTOBER 6, 2023

CASE NUMBER: 1893-SUP

EXISTING FLOOR PLANS

SHEET

A2.2

23021BHA

ORDINANCE NO. 098- 022

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN OF ADDISON, TEXAS, SO AS TO GRANT A SPECIAL USE PERMIT FOR A HOTEL/MOTEL, ON APPLICATION WITH WINGATE INNS, LOCATED ON 2.788 ACRES AT THE NORTHWEST CORNER OF QUORUM DRIVE AND ARAPAHO ROAD (FUTURE EDWIN LEWIS DRIVE); PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A REPEAL CLAUSE; PROVIDING FOR A PENALTY CLAUSE; AND PROVIDING FOR A SEVERABILITY CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, and helps promote the general welfare and safety of this community, now, therefore,

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

SECTION 1. That Comprehensive Zoning Ordinance of the Town of Addison, Texas, as heretofore amended, is hereby amended so as to grant a special use permit

to a hotel/motel. Said zoning amendment shall be noted on the official zoning map of the Town of Addison, Texas, and is situated on the following described land:

WHEREAS, MCM Company are the owners of a 2.788 acres tract of land situated in the G.W. Fisher Survey, Abstract no. 482, Town of Addison, Dallas County, Texas and being a portion of five tracts of land described in instruments to MCM Company as recorded in Volume 78212, page 3704; Volume 83179, page 1556; Volume 82179; page 1559 and Volume 84004, page 1944 of the deed of records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron for found at the Southwest corner of the tract of land described in said instrument recorded in Volume 84133, page 0532 of the deed of records of Dallas County, Texas, said point also being the Southwest corner of a tract of land described in instrument to Southwestern Bell Telephone Company as recorded in Volume 86207, page 3192 of the deed of records, Dallas County, Texas, said point also being on the North right-of-way line;

THENCE South 89 degrees 35 minutes 00 seconds East along the said North right-of-way line of Arapaho Road and the North right-of-way line of Arapaho Road as established by instrument to the city of Addison, Texas as recorded in Volume 84075, page 4952 of the deed of records of Dallas County, Texas and along the South line of said Southwestern Bell Telephone Company (SWBT) tract a distance of 79.64 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the POINT OF BEGINNING;

THENCE North 00 degrees 16 minutes 34 seconds East parallel with and 20 Easterly from the East line of said SWBT tract a distance of 157.20 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap on the Southerly line of a 168,918 square foot tract of land as described in instrument to the town of Addison as recorded in Volume 86009, page 00027, deed records, Dallas County, Texas said point being the beginning of a non-tangent curve to the right having a central angle of 4 degrees 47 minutes 46 seconds, a radius of 778.00 feet, and being subtended by a 65.11 foot chord bearing North 63 degrees 57 minutes 20 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract a distance of 65.12 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East along the Southerly line of said town of Addison tract a distance of 299.54 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a

central angle of 11 degrees 28 minutes 42 seconds, a radius of 240.00 feet, and being subtended by a 48.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract an arc distance of 48.08 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of reverse curvature of a curve to the left, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 260.00 feet, and being subtended by a 52.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the left, along the Southerly line of said town of Addison tract an arc distance of 52.09 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East along the Southerly line of said town of Addison tract a distance of 60.80 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a central angle of 3 degrees 29 minutes 00 seconds, a radius of 848.00 feet, and being subtended by a 51.55 foot chord bearing North 68 degrees 05 minutes 43 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract an arc distance of 51.55 feet to a 1/2 in h iron rod found with "Huitt-Zollars" cap for the end of said curve;

THENCE South 54 degrees 50 minutes 08 seconds East along the Southerly line of said town of Addison tract a distance of 23.14 feet to a 1/2 inch iron rod fund with "Huitt-Zollars" cap for a corner on the West right-of-way line of Quorum Drive (80 foot wide right-of-way) as established by the instrument to the town of Addison, Texas as recorded in Volume 82149, page 0240 of the deed of records of Dallas County, Texas;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 86.14 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a central angle of 18 degrees 40 minutes 18 seconds, a radius of 380.00 feet, and being subtended by a 123.29 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the right and West right-of-way line of Quorum Drive an arc distance of 123.83 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of reverse curvature of a curve to the left, having a central angle of 18 degrees 40 minutes 18 seconds, a radius of 190.00 feet, and being subtended by a 61.65 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the left and West right-of-way line of Quorum Drive an arc distance of 123.83 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 26.09 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for a corner;

THENCE South 45 degrees 42 minutes 50 seconds West along the Westerly right-of-way line of Quorum Drive a distance of 24.00 feet to an "X" cut found I concrete for a corner on the North right-of-way line of Arapaho Road as established by instrument to city of Addison, Texas as recorded in Volume 82117, Page 1657 of the Deed records of Dallas County, Texas;

THENCE North 89 degrees 46 minutes 10 seconds West along the North right-of-way line of Arapaho Road a distance of 267.99 feet to a 1/0 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the left, having a central angle of 13 degrees 35 minutes 07 seconds, a radius of 359.31 feet, and being subtended by a 85.00 foot chord bearing South 83 degrees 26 minutes 16 seconds West;

THENCE Westerly along said curve to the left and North right-of-way line of Arapaho Road an arc distance of 85.20 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap on the North line of an easement for the street purposes granted to the city of Addison, Texas described in instrument recorded in Volume 78212, page 3699 of the deed records of Dallas County, Texas;

THENCE South 76 degrees 05 minutes 32 seconds West a distance of 43.41 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the Southeast corner of that tract of land described in instruments to MCM Company as recorded in Volume 82179, Page 1559 of the deed records of Dallas County, Texas said point also being on the North right-of-way line of Arapaho Road as established by instrument to the city of Addison, Texas as recorded in Volume 82117, Page 4654 of the deed records of Dallas County, Texas, said point being the beginning of a non-tangent curve to the right, having g central angle of 12 degrees 31 minutes 42 seconds, a radius of 299.31 feet, and being subtended by a 65.32 foot chord bearing south 84 degrees 09 minutes 00 seconds West;

THENCE Westerly along said curve to the right and said North right-of-way line of Arapaho Road an arc distance of 65.45 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 89 degrees 35 minutes 00 seconds West along the North right-of-way line of Arapaho Road as per last mentioned instrument and an instrument to the city of Addison, Texas as recorded n Volume 84075, Page 4952 of the deed records of Dallas County, Texas for a distance of 45.33 feet to the POINT OF BEGINNING.

CONTAINING 2.788 acres of land, more or less.

SECTION 2. That the Special Use Permit for a hotel/motel is approved subject to the following special conditions:

-The facades for the building shall be constructed of 90% brick or a combination of brick and E.I.F.S. (rendering #3, as presented by the applicant).

-The applicant/developer shall provide on-site detention storage for storm water runoff.

-This property is located within the 70 to 75 ldn noise contours. In accordance with the adopted airport master plan, an avigation easement is required, (form is attached).

-Prior to any development the applicant shall submit plans to the FAA for review/approval to determine compliance with Addison's height hazard zoning.

-Prior to acquiring a building permit, and upon completion of the building, the applicant/developer shall provide verification from a certified acoustical expert that the structure, outside to inside, meets sound attenuation of 30 dB.

-The entrance on the north side must match up with the median opening in the proposed Arapaho Road, and should be a minimum of 36-feet wide.

-At the time of subdivision platting, the applicant shall dedicate a landscape, sidewalk, and utility easement on the northeast corner of the property for the Arapaho/Quorum streetscape improvements.

-At the time of platting, the applicant shall dedicate a 16-foot landscape, sidewalk, and utility easement from back of the curb along Quorum Drive for future Quorum streetscape improvements. The width of the property required to be dedicated by the applicant will vary from approximately one foot to eight feet from the right-of-way line.

-Placement of trees along the Arapaho and Quorum Drive frontages shall be coordinated with the Town's streetscape plan for tree spacing.

-The undeveloped open space shown west of the building shall be irrigated and maintained with the rest of the site.

-A detailed landscape and irrigation plan shall be submitted for review and approval before a building permit is issued.

-The dumpster enclosure shall be constructed out of the same material as the building and shall be large enough to hold all dumpsters on the site.

-All mechanical equipment shall be screened by either a parapet wall or screening device. The screening shall be architecturally compatible with the building, and the Staff shall make the determination as to what is "architecturally compatible."

-The building and site must meet all requirements of the fire code.

SECTION 3. That all ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and f fect.

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

SECTION 5. That should any paragraph, sentence, 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 provisions thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of this ordinance as a whole.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 14th day of April, 1998.

MAYOR

ATTEST:

CITY SECRETARY

CASE NO. 1325-SUP

APPROVED AS TO FORM:

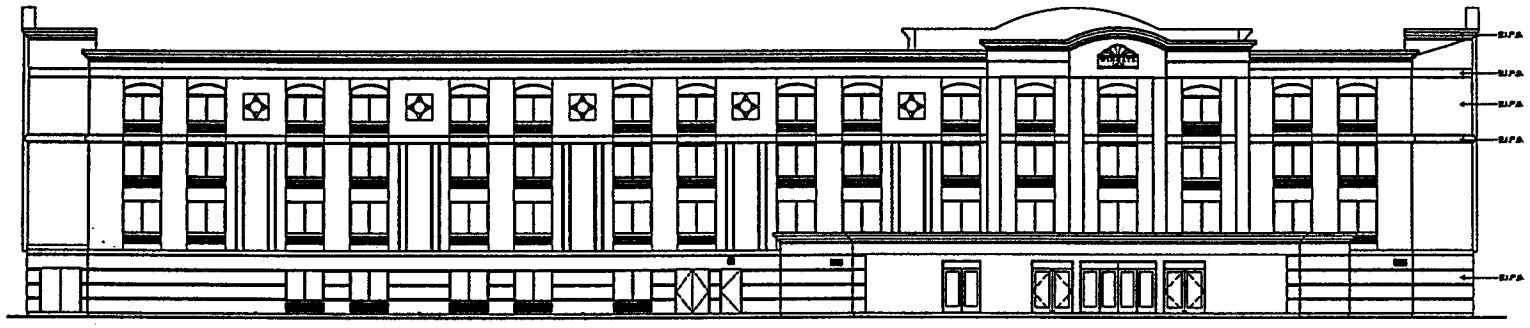
DIRECTOR OF DEVELOPMENT SERVICES

PUBLISHED ON: 7/17/98

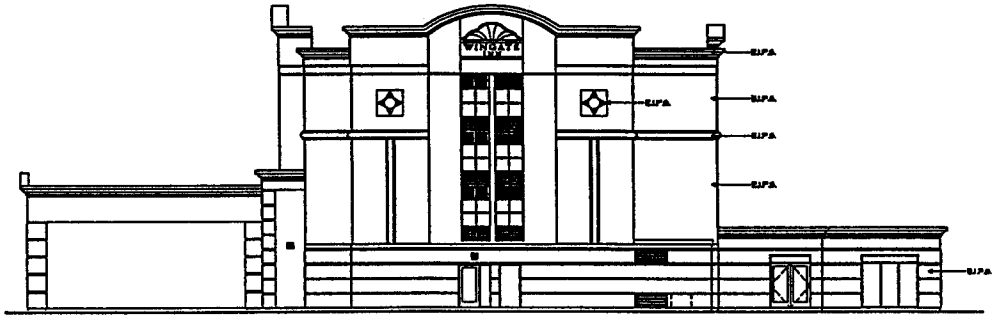
OFFICE OF THE CITY CLERK
ORDINANCE NO. 098-022

Wingate Inn
Rendering #3
EIFS & Brick

OFFICE OF THE CITY SECRETARY



SOUTH ELEVATION



WEST SIDE ELEVATION

ORDINANCE NO. 098-022

WINGATE INN

ADDISON, TEXAS

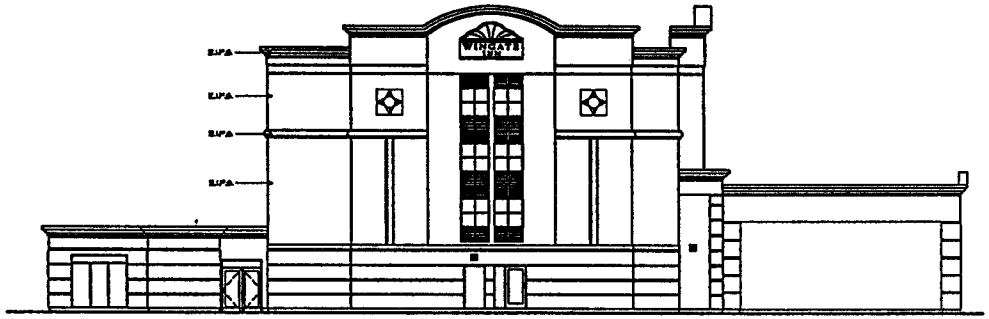
ROBERT BOYD ARCHITECTS

02-20-98

Scale:1"=30'

OFFICE OF THE CITY SECRETARY

NORTH ELEVATION



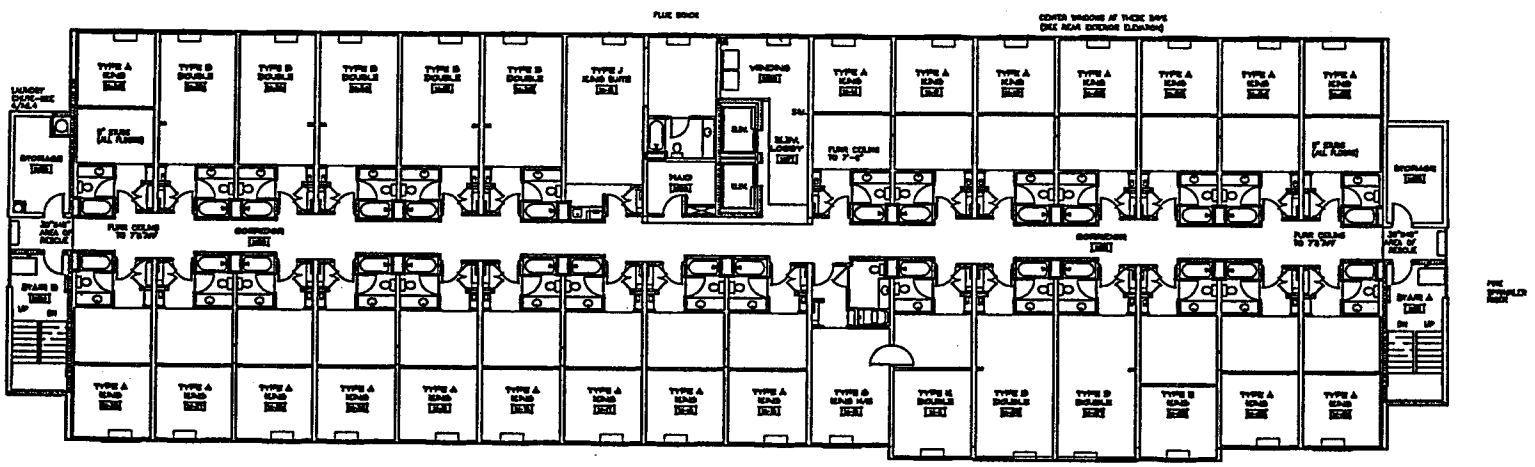
EAST ELEVATION

ORDINANCE NO. 098-022

WINGATE INN — ADDISON, TEXAS

ROBERT BOYD ARCHITECTS — 02-20-98 — Scale:1"=30'

OFFICE OF THE CITY SECRETARY



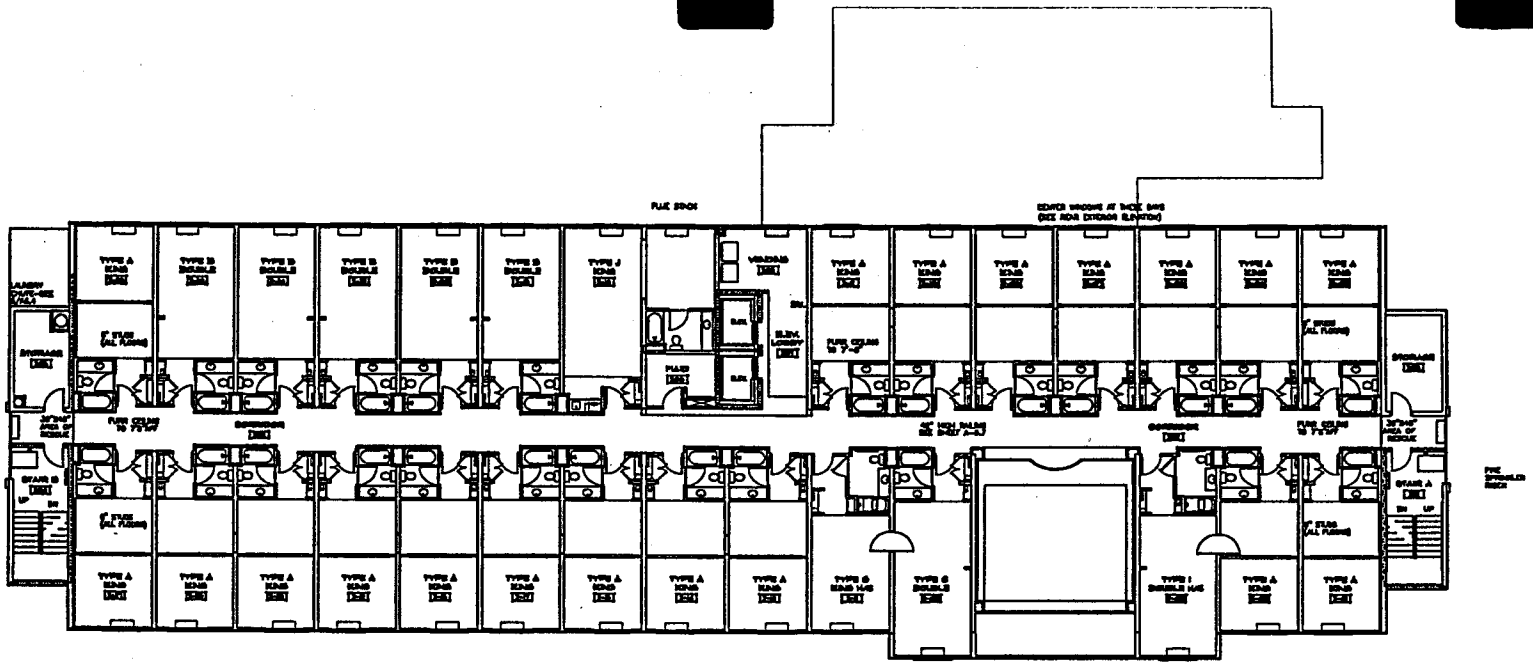
BUILDING PLAN TYPICAL FLOOR

ORDINANCE NO. 098-022

WINGATE INN ADDISON, TEXAS

ROBERT BOYD ARCHITECTS 02-20-98

OFFICE OF THE CITY SECRETARY



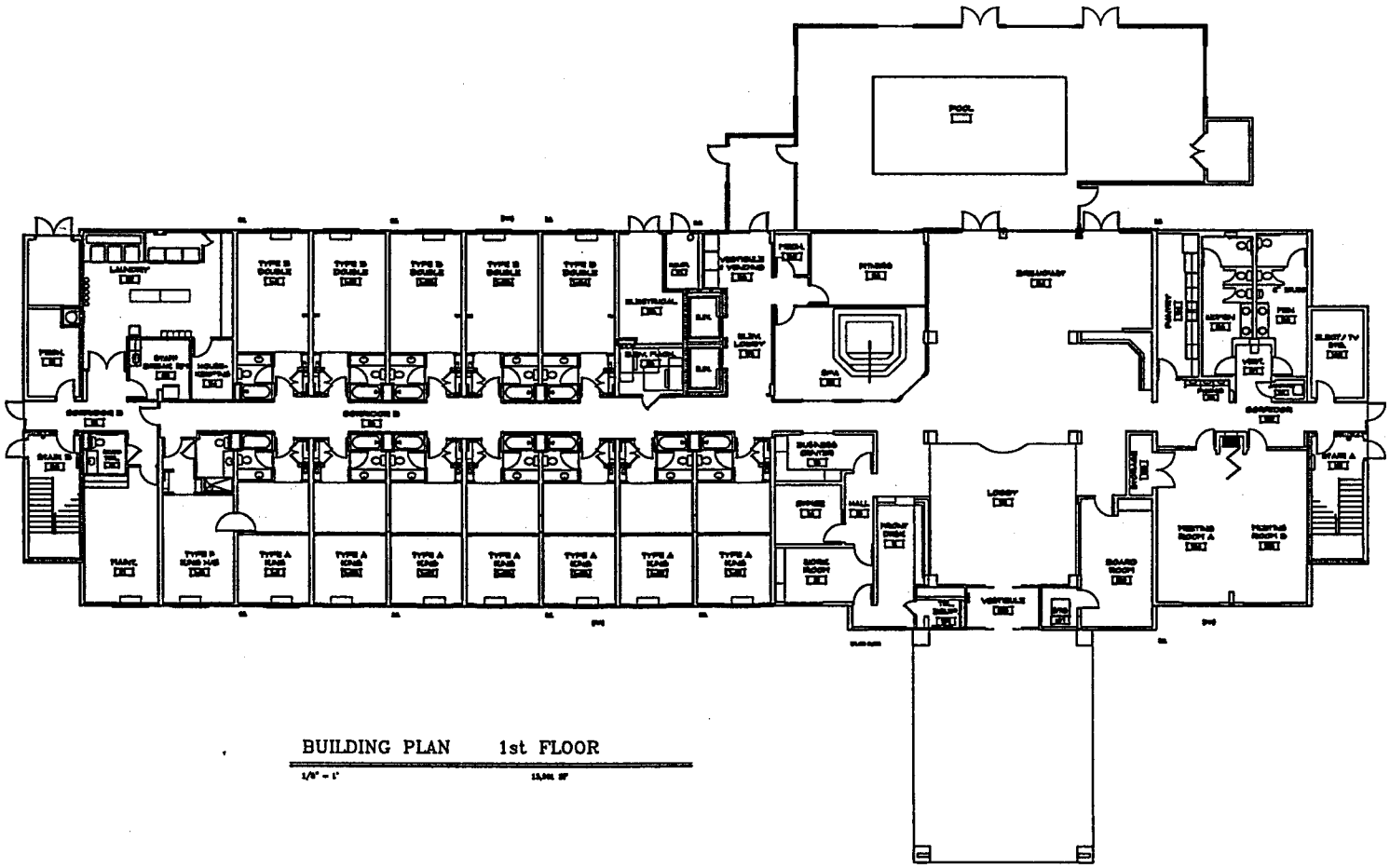
BUILDING PLAN 2nd FLOOR

ORDINANCE NO. 098-022

WINGATE INN ADDISON, TEXAS

ROBERT BOYD ARCHITECTS 02-20-98

OFFICE OF THE CITY SECRETARY

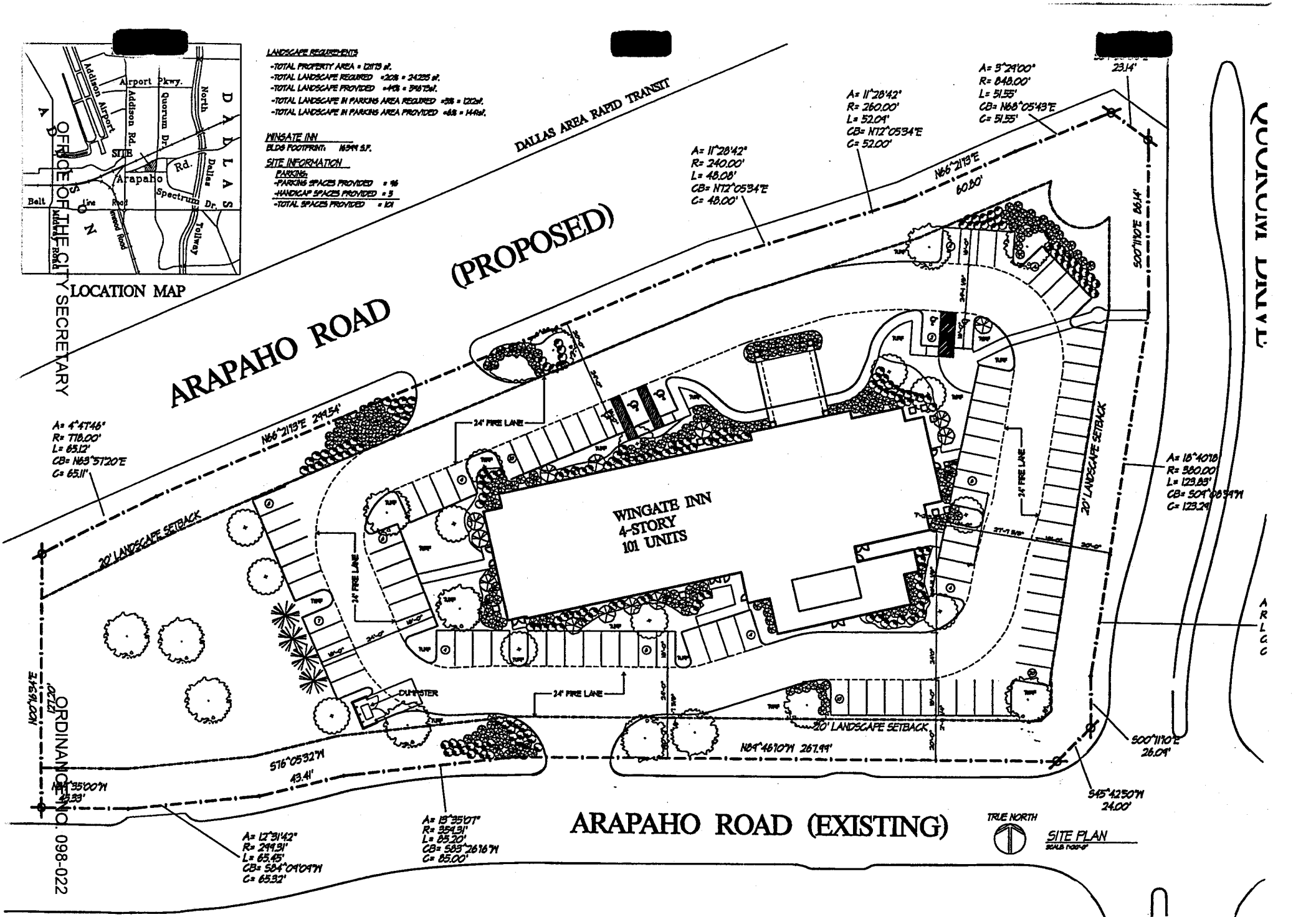


BUILDING PLAN 1st FLOOR

ORDINANCE NO. 098-022

WINGATE INN ADDISON, TEXAS

ROBERT BOYD ARCHITECTS 02-20-98



WINGATE INN

ADDISON, TEXAS

ROBERT BOYD ARCHITECTS

02-20-98

Scale: N.T.S.

ORDINANCE NO. 004-048

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE ZONING FROM COMMERCIAL-1 (C-1) TO PLANNED DEVELOPMENT (PD), TO APPROVE A SPECIAL USE PERMIT FOR A RESTAURANT, AND TO APPROVE A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION ONLY, ON APPLICATION FROM WINGATE INN, LOCATED AT 4960 ARAPAHO ROAD, AND BEING MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A NO SEVERABILITY CLAUSE; AND PROVIDING FOR A REPEAL CLAUSE.

WHEREAS, application was made to amend the Comprehensive Zoning Ordinance of the Town of Addison, Texas, by making application for the same with the Planning and Zoning Commission of the Town of Addison, Texas, as required by State Statutes and the zoning ordinance of the Town of Addison, Texas, and all the legal requirements, conditions and prerequisites having been complied with, the case having come before the City Council of Addison, Texas, after all legal notices, requirements, conditions and prerequisites having been complied with; and

WHEREAS, the City Council of the Town of Addison, Texas, does find that there is a public necessity for the zoning change, that the public demands it, that the public interest clearly requires the amendment, and it is in the best interest of the public at large, the citizens of the Town of Addison, Texas, and helps promote the general welfare and safety of this community, now, therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance of the Town of Addison, Texas, be, and the same is hereby amended by amending the zoning map of the Town of Addison, Texas, so as to give the hereinafter described property the zoning district classification, to-wit: Planned Development. Said property being in the Town of Addison, Texas, and being described as follows:

WHEREAS, MCM Company are the owners of a 2.788 acres tract of land situated in the G.W. Fisher Survey, Abstract no. 482, Town of Addison, Dallas County, Texas and being a portion of five tracts of land described in instruments to MCM Company as recorded in Volume 78212, page 3704; Volume 83179, page 1556; Volume 82179; page 1559 and Volume 84004, page 1944 of the deed of records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8 inch iron for found at the Southwest corner of the tract of land described in said instrument recorded in Volume 84133, page 0532 of the deed of records of Dallas County, Texas, said point also being the Southwest corner of a tract of land described in instrument to Southwestern Bell Telephone Company as recorded in Volume 86207, page 3192 of the deed of records, Dallas County, Texas, said point also being on the North right-of-way line;

THENCE South 89 degrees 35 minutes 00 seconds East along the said North right-of-way line of Arapaho Road and the North right-of-way line of Arapaho Road as established by instrument to the city of Addison, Texas as recorded in Volume 84075, page 4952 of the deed of records of Dallas County, Texas and along the South line of said Southwestern Bell Telephone Company (SWBT) tract a distance of 79.64 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the POINT OF BEGINNING;

THENCE North 00 degrees 16 minutes 34 seconds East parallel with and 20 Easterly from the East line of said SWBT tract a distance of 157.20 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap on the Southerly line of a 168,918 square foot tract of land as described in instrument to the town of Addison as recorded in Volume 86009, page 00027, deed records, Dallas County, Texas said point being the beginning of a non-tangent curve to the right having a central angle of 4 degrees 47 minutes 46 seconds, a radius of 778.00 feet, and being subtended by a 65.11 foot chord bearing North 63 degrees 57 minutes 20 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract a distance of 65.12 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East along the Southerly line of said town of Addison tract a distance of 299.54 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 240.00 feet, and being subtended by a 48.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract an arc distance of 48.08 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of reverse curvature of a curve to the left, having a central angle of 11 degrees 28 minutes 42 seconds, a radius of 260.00 feet, and being subtended by a 52.00 foot chord bearing North 72 degrees 05 minutes 34 seconds East;

THENCE Northeasterly along said curve to the left, along the Southerly line of said town of Addison tract an arc distance of 52.09 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 66 degrees 21 minutes 13 seconds East along the Southerly line of said town of Addison tract a distance of 60.80 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a central angle of 3 degrees 29 minutes 00 seconds, a radius of 848.00 feet, and being subtended by a 51.55 foot chord bearing North 68 degrees 05 minutes 43 seconds East;

THENCE Northeasterly along said curve to the right, along the Southerly line of said town of Addison tract an arc distance of 51.55 feet to a 1/2 in h iron rod found with "Huitt-Zollars" cap for the end of said curve;

THENCE South 54 degrees 50 minutes 08 seconds East along the Southerly line of said town of Addison tract a distance of 23.14 feet to a 1/2 inch iron rod fund with "Huitt-Zollars" cap for a corner on the West right-of-way line of Quorum Drive (80 foot wide right-of-way) as established by the instrument to the town of Addison, Texas as recorded in Volume 82149, page 0240 of the deed of records of Dallas County, Texas;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 86.14 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the right, having a central angle of 18 degrees 40 minutes 18 seconds, a radius of 380.00 feet, and being subtended by a 123.29 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the right and West right-of-way line of Quorum Drive an arc distance of 123.83 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of reverse curvature of a curve to the left, having a central angle of 18 degrees 40 minutes 18 seconds, a radius of 190.00 feet, and being subtended by a 61.65 foot chord bearing South 09 degrees 08 minutes 59 seconds West;

THENCE Southerly along said curve to the left and West right-of-way line of Quorum Drive an arc distance of 123.83 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE South 00 degrees 11 minutes 10 seconds East along the west right-of-way line of Quorum Drive a distance of 26.09 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for a corner;

THENCE South 45 degrees 42 minutes 50 seconds West along the Westerly right-of-way line of Quorum Drive a distance of 24.00 feet to an "X" cut found I concrete for a corner on the North right-of-way line of Arapaho Road as established by instrument to city of Addison, Texas as recorded in Volume 82117, Page 1657 of the Deed records of Dallas County, Texas;

THENCE North 89 degrees 46 minutes 10 seconds West along the North right-of-way line of Arapaho Road a distance of 267.99 feet to a 1/0 inch iron rod found with "Huitt-Zollars" cap for the point of curvature of a curve to the left, having a central angle of 13 degrees 35 minutes 07 seconds, a radius of 359.31 feet, and being subtended by a 85.00 foot chord bearing South 83 degrees 26 minutes 16 seconds West;

THENCE Westerly along said curve to the left and North right-of-way line of Arapaho Road an arc distance of 85.20 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap on the North line of an easement for the street purposes granted to the city of Addison, Texas described in instrument recorded in Volume 78212, page 3699 of the deed records of Dallas County, Texas;

THENCE South 76 degrees 05 minutes 32 seconds West a distance of 43.41 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the Southeast corner of that tract of land described in instruments to MCM Company as recorded in Volume 82179, Page 1559 of the deed records of Dallas County, Texas said point also being on the North right-of-way line of Arapaho Road as established by instrument to the city of Addison, Texas as recorded in Volume 82117, Page 4654 of the deed records of Dallas County, Texas, said point being the beginning of a non-tangent curve to the right, having g central angle of 12 degrees 31 minutes 42 seconds, a radius of 299.31 feet, and being subtended by a 65.32 foot chord bearing south 84 degrees 09 minutes 00 seconds West;

THENCE Westerly along said curve to the right and said North right-of-way line of Arapaho Road an arc distance of 65.45 feet to a 1/2 inch iron rod found with "Huitt-Zollars" cap for the point of tangency of said curve;

THENCE North 89 degrees 35 minutes 00 seconds West along the North right-of-way line of Arapaho Road as per last mentioned instrument and an

instrument to the city of Addison, Texas as recorded n Volume 84075, Page 4952 of the deed records of Dallas County, Texas for a distance of 45.33 feet to the POINT OF BEGINNING.

CONTAINING 2.788 acres of land, more or less.

SECTION 2. As provided in Planned Development District Article of the Comprehensive Zoning Ordinance, said property shall be improved in accordance with the development plans which are attached hereto and made a part hereof for all purposes.

SECTION 3. The following special conditions are placed on the above described property:

1. The facades for the building shall be constructed of 90% brick or a combination of brick and E.I.F.S. (rendering #3, as presented by the applicant).

2. The applicant/developer shall provide on-site detention storage for storm water runoff.

3. This property is located within the 70 to 75 ldn noise contours. In accordance with the adopted airport master plan, an avigation easement is required.

4. Prior to any development the applicant shall submit plans to the FAA for review/approval to determine compliance with Addison's height hazard zoning.

5. Prior to acquiring a building permit, and upon completion of the building, the applicant/developer shall provide verification from a certified acoustical expert that the structure, outside to inside, meets sound attenuation of 30 dB.

6. The entrance on the north side must match up with the median opening in the proposed Arapaho Road, and should be a minimum of 36-feet wide.

7. Placement of trees along the Arapaho and Quorum Drive frontages shall be coordinated with the Town's streetscape plan for tree spacing.

8. The undeveloped open space shown west of the building shall be irrigated and maintained with the rest of the site.

9. A detailed landscape and irrigation plan shall be submitted for review and approval before a building permit is issued.

10. The dumpster enclosure shall be constructed out of the same material as the building and shall be large enough to hold all dumpsters on the site.

11. All mechanical equipment shall be screened by either a parapet wall or screening device. The screening shall be architecturally compatible with the building, and the Staff shall make the determination as to what is "architecturally compatible."

12. The building and site must meet all requirements of the fire code.

13. No signs advertising the sale of alcoholic beverages shall be permitted other than those authorized under the Liquor Control Act of the State of Texas, and any sign ordinance of the Town of Addison Texas. No terms such as "bar", "tavern" or any terms or graphic depictions that relate to the sale of alcoholic beverages shall be used in exterior signs

14. That the sale of alcoholic beverages under this special use permit shall be Permitted in restaurants. Restaurants are hereby defined as establishments that receive at least sixty percent (60%) of their gross revenues from the sale of food.

15. Said establishment shall make available to the city or its agents, during reasonable hours its bookkeeping records for inspection, if required, by the city to insure that the conditions of Paragraph 4 are being met.

16. If a license or permit to sell alcoholic beverages on property covered by this special use permit is revoked, terminated, or canceled by proper authorities, the City Council may authorize hearings to be held for the purpose for considering a change of zoning.

17. The term "bar", "tavern", or any equivalent term, or graphic depiction, associated with alcoholic beverages shall not be used in exterior signs.

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

SECTION 5. It is the intention of the City Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the City Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

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

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the 9th day of November, 2004.

MAYOR

ATTEST:

CITY SECRETARY

CASE NO: 1473-SUP

APPROVED AS TO FORM:

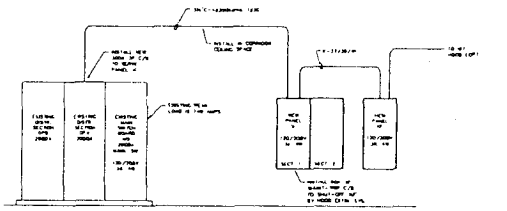
DIRECTOR OF DEVELOPMENT SERVICES

PUBLISHED ON: _____

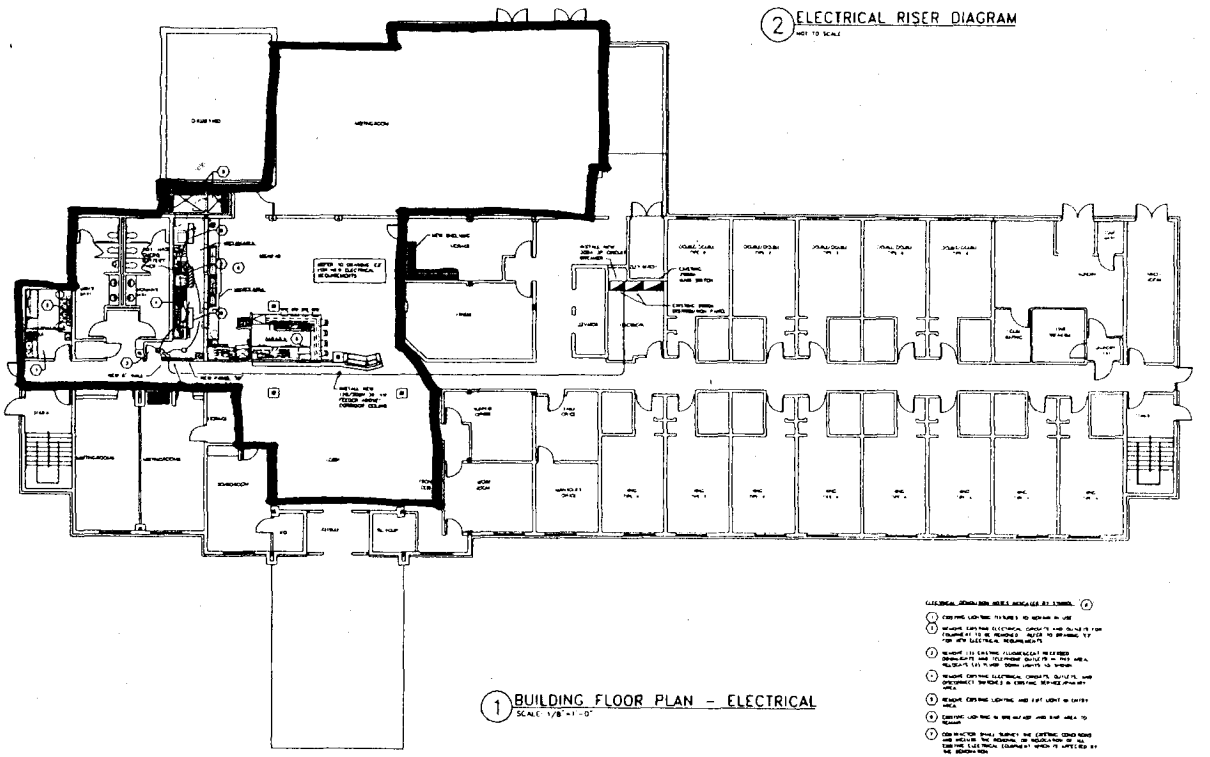
PROJECT: WINGATE INN
ARAPAHO ROAD AT QUORUM DRIVE
LOT 2 BLOCK "A"
WINGATE INN OF ADDISON ADDITION
ADDISON, TEXAS
SITE DIMENSIONAL CONTROL PLAN
C1.2
JDJR
ENGINEERS & CONSULTANTS
QUORUM DRIVE
ARAPAHO ROAD
(UNIMPROVED)
LOT 2 BLOCK A
PROPOSED (FOUR STORY HOTEL WINGATE INN)
LOT 1 BLOCK A
N 12°39'16" W
172.69'
N 00°16'34" E
127.20'
S 18°05'33" W
NORTH
VICINITY MAP

OFFICE OF THE CITY SECRETARY

004-048



2 ELECTRICAL RISER DIAGRAM



1 BUILDING FLOOR PLAN – ELECTRICAL

Wingate Inn
4960 Arapaho Road
Addison, Texas

E1

City Council (FY24) **5. c.**

Meeting Date: 11/14/2023

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development (PD), through Ordinance No. 460, and amended by Ordinance No. 085-003, to allow an educational institution. 1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request for a Special Use Permit (SUP) to allow an educational institution for property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development, though Ordinance No. 460, and amended by Ordinance No. 085-003.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval.

Attachments

1897-SUP Presentation
1897-SUP Ordinance
1897-SUP Staff Report
1897-SUP Letter of Intent
1897-SUP Plans

Montessori Institute of North Texas Special Use Permit (1897-SUP)

Case 1897-SUP Montessori Institute of North Texas

LOCATION:

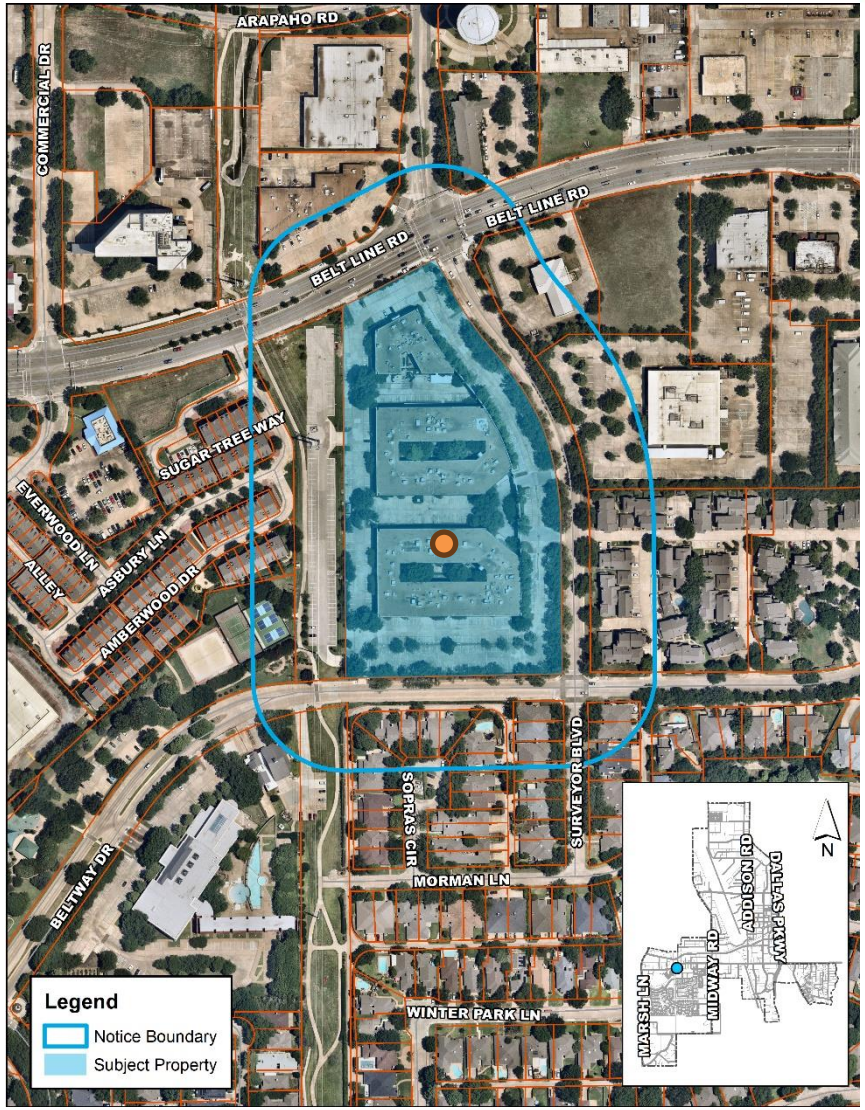
4006 Belt Line Road, Suite 100

REQUEST:

Approval of a Special Use Permit for an educational institution, Montessori Institute of North Texas

ACTION REQUIRED:

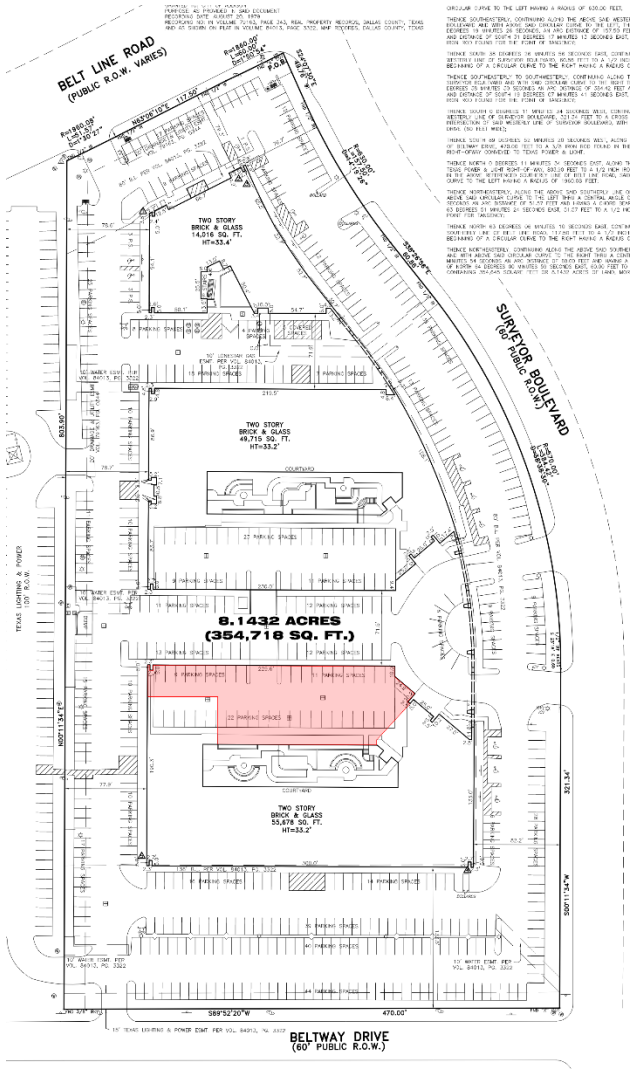
Discuss, consider, and take action on the appropriateness of the proposed educational institution use and associated site conditions at the subject property.



Case 1897-SUP Montessori Institute of North Texas

SITE HISTORY:

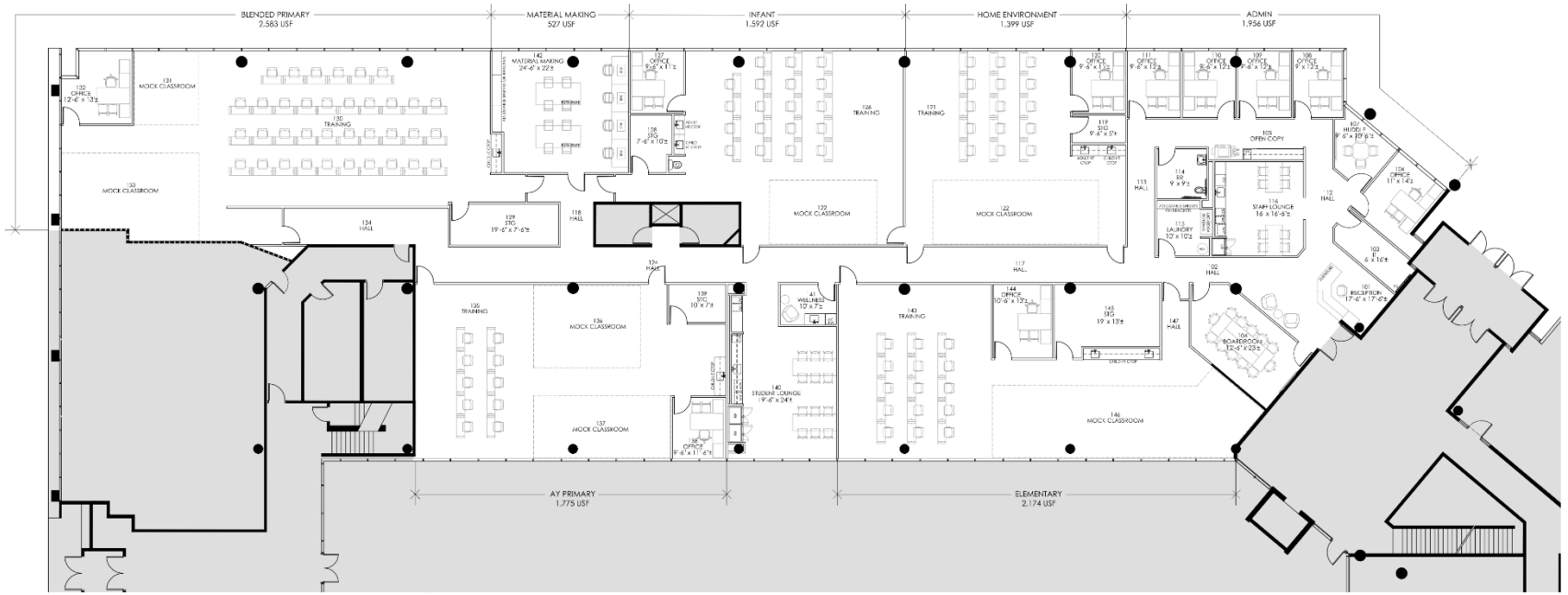
- 1978 – Rezoning to Planned Development (PD), Ord. No. 460.
- 1985 – PD Amendment, Ord. No. 085-003, to increase maximum allowed restaurant space on site.
- Present – Proposed SUP to allow an educational institution, Montessori Institute of North Texas.



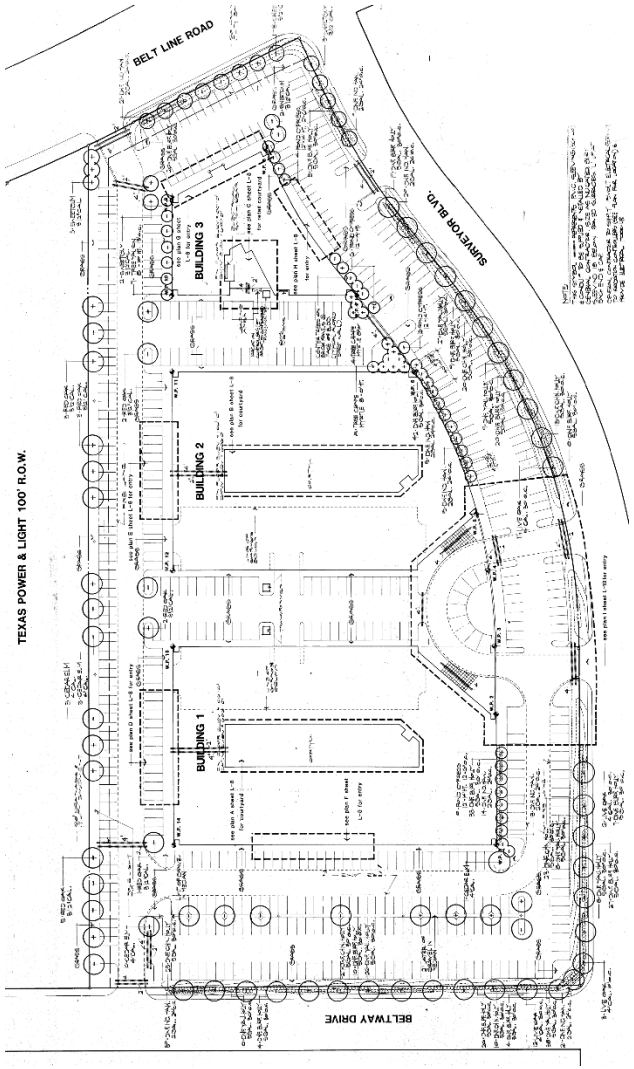
Case 1897-SUP Montessori Institute of North Texas

FLOOR PLAN:

- 14,742 Square Feet
- Provide training, certification, and professional development for Montessori teachers
- Class Sizes: 6-30 individuals
- Hours of Operation:
  - 8:00 am – 5:00 pm, Monday through Friday



Case 1897-SUP Montessori Institute of North Texas



PARKING:

- The property provides 621 parking spaces on site. Based upon the approved plans, 678 spaces are required. The parking deficit has been created overtime by converting parking to accessible spaces and adding drive aisles. Staff has no knowledge of issues related to lack of parking.

OPEN SPACE AND LANDSCAPE:

- No modifications are proposed to the open space or landscaping.

EXTERIOR APPEARANCE:

- There are no modifications proposed to the exterior of the structure.

Case 1897-SUP Montessori Institute of North Texas

PUBLIC NOTICE:

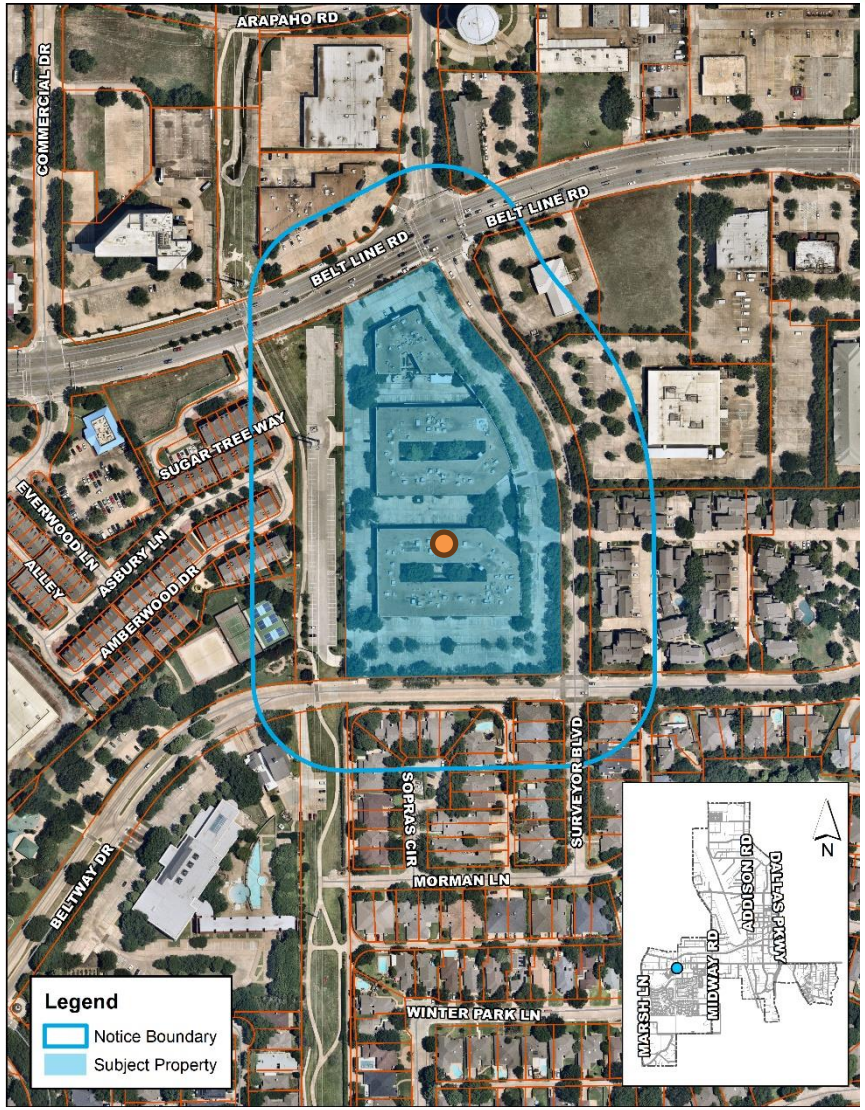
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 38

FOR: None.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 6-0



Case 1897-SUP Montessori Institute of North Texas

RECOMMENDATION:

Staff recommends **approval of the request.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR AN EDUCATIONAL INSTITUTION FOR THE PROPERTY LOCATED AT 4006 BELT LINE ROAD, SUITE 100; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on October 17, 2023, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1897-SUP) for an educational institution at the property located at 4006 Belt Line Road, Suite 100 (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. 460, as amended by Ordinance No. O85-003; and

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

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

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

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

SECTION 2. A Special Use Permit authorizing an educational institution for the Subject Property, is hereby granted subject to the following conditions:

(a) The SUP granted herein for an education institution shall be limited to an area not to exceed 14,742 square feet, as designated on the floor plan attached hereto as **Exhibit A**.

(b) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

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

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

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***NOVEMBER 2023.***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Irma Parker, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

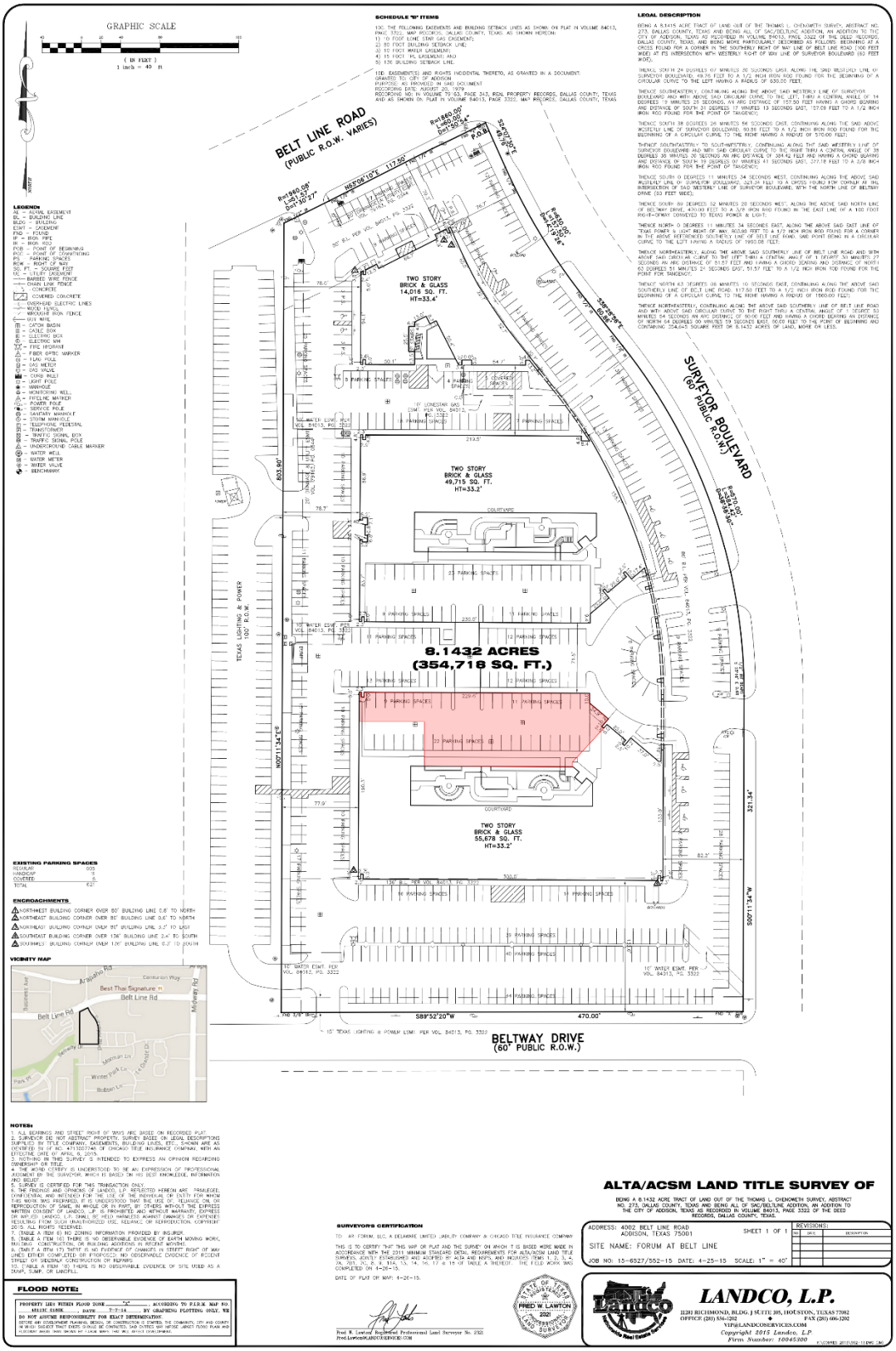
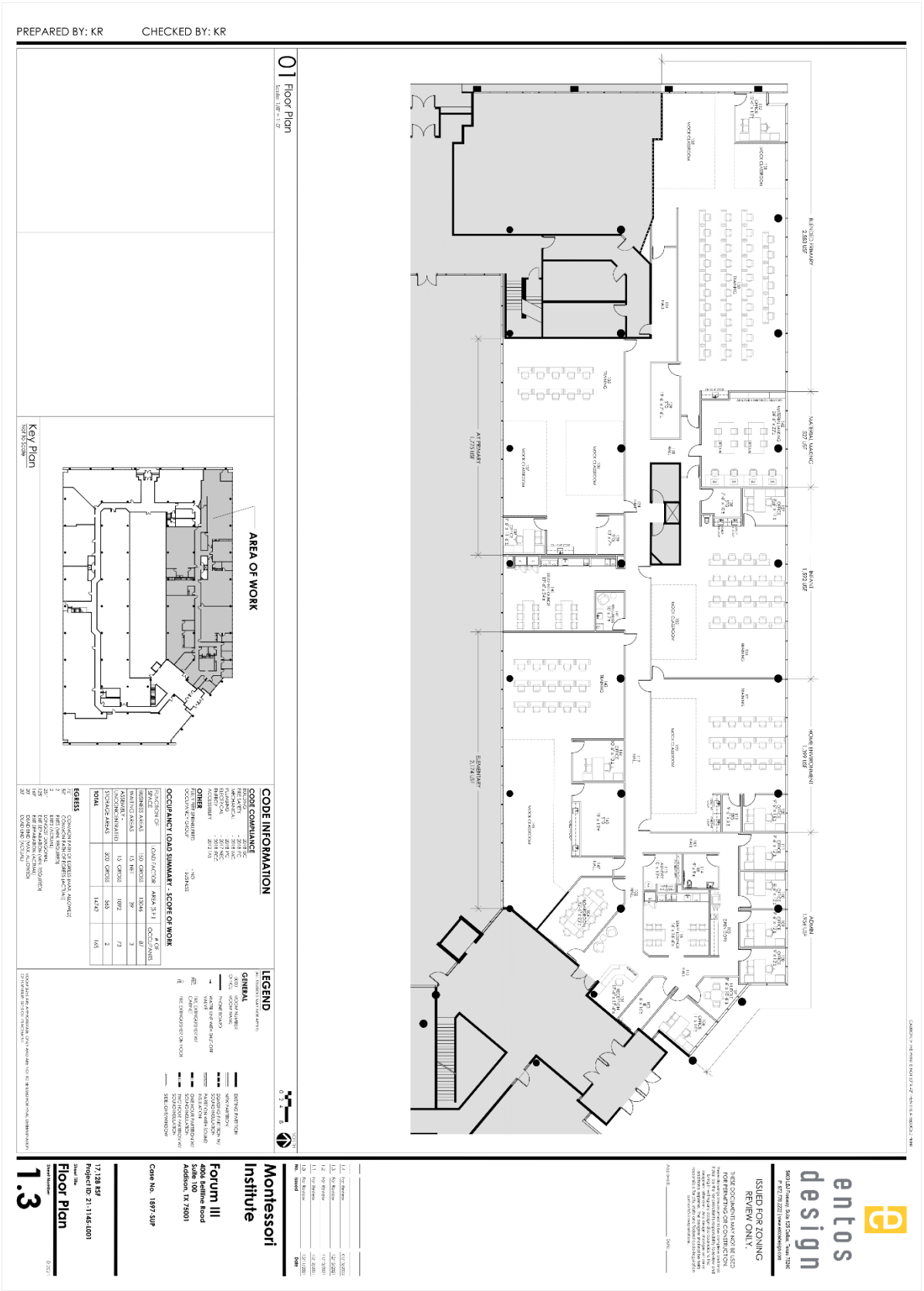

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft
SCHEDULE "B" ITEMS
LEGAL DESCRIPTION
BELT LINE ROAD
(PUBLIC R.O.W. VARIES)
SURVEYOR BOULEVARD
(60' PUBLIC R.O.W.)
BELTWAY DRIVE
(60' PUBLIC R.O.W.)
TEXAS LIGHTING & POWER
100' R.O.W.
TWO STORY
BRICK & GLASS
14,016 SQ. FT.
HT=33.4'
TWO STORY
BRICK & GLASS
49,715 SQ. FT.
HT=33.2'
TWO STORY
BRICK & GLASS
55,678 SQ. FT.
HT=33.2'
COURTYARD
8.1432 ACRES
(354,718 SQ. FT.)
LEGEND
EXISTING PARKING SPACES
ENCROACHMENTS
VICINITY MAP
NOTES:
FLOOD NOTE:
SURVEYOR'S CERTIFICATION
ALTA/ACSM LAND TITLE SURVEY OF
ADDRESS: 4002 BELT LINE ROAD
ADDISON, TEXAS 75001
SITE NAME: FORUM AT BELT LINE
JOB NO: 15-6527/552-15 DATE: 4-25-15 SCALE: 1" = 40'
SHEET 1 OF 1
REVISIONS:
LANDCO, L.P.
2121 RICHMOND, BLDG. J SUITE 105, HOUSTON, TEXAS 77082
OFFICE (281) 556-1202 FAX (281) 406-1202
VIP@LANDCOSERVICES.COM
Copyright 2015 Landco, L.P.
Firm Number: 10045100

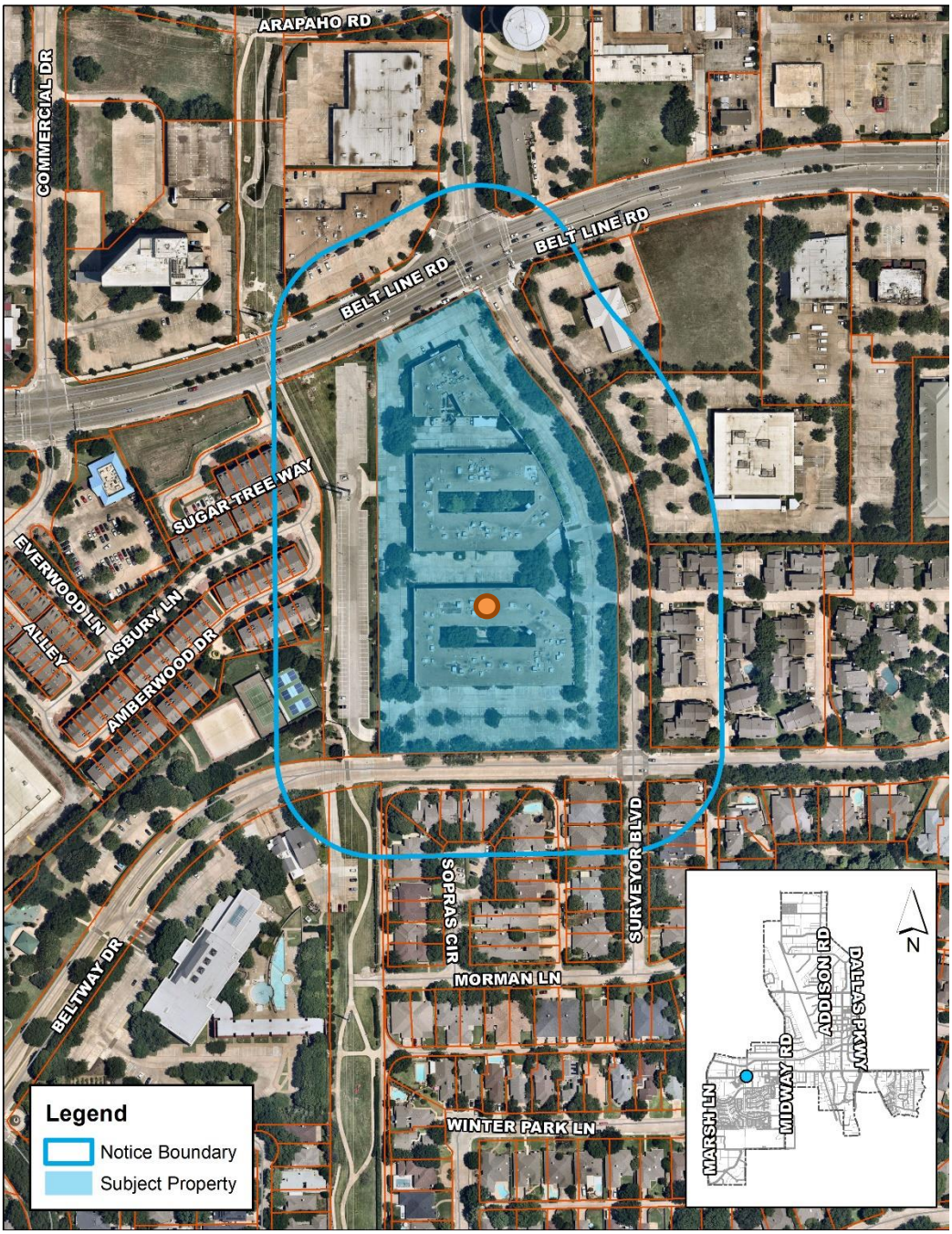
EXHIBIT A


PREPARED BY: KR
CHECKED BY: KR
01 Floor Plan
Key Plan
AREA OF WORK
CODE INFORMATION
CODE COMPLIANCE
OCCUPANCY LOAD SUMMARY - SCOPE OF WORK
LEGEND
GENERAL
EGRESS
entos design
ISSUED FOR ZONING REVIEW ONLY
Montessori Institute
Forum III
4006 Belt Line Road
Suite 100
Addison, TX 75001
Case No. 1897-SUP
17,128 RSF
Project ID: 21-1145-1001
Floor Plan
1.3

1897-SUP

PUBLIC HEARING 1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas). Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development (PD), through Ordinance No. 460, and amended by Ordinance No. 085-003, to allow an educational institution.

LOCATION MAP



October 17, 2023

STAFF REPORT

RE:	1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas)
LOCATION:	4006 Belt Line Road, Suite 100
REQUEST:	Approval of a Special Use Permit for an educational institution. (Application Date: 08/31/2023)
APPLICANT:	Virginia Wannamaker Brooks, Montessori Institute of North Texas

DISCUSSION:

Background: The subject property is located at 4006 Belt Line Road. The proposed business, Montessori Institute of North Texas, would be located within Suite 100, which is within the southernmost building. The subject property is zoned Planned Development (PD), Ordinance No. 460, as amended by Ordinance No. 085-003.

The Montessori Institute of North Texas (MINT) is requesting a Special Use Permit (SUP) to allow a Montessori training center for teachers. This program will provide Montessori certification for teachers and serve as a resource for professional development. This institute is the only Montessori teacher training center in Texas that is affiliated with the Association Montessori Internationale (AMI). MINT will not provide schooling for children.

MINT is proposed to be open 8:00 AM – 5:00 PM Monday through Friday. The anticipated class size will vary between 6-30 adults. Approximately 50% of the training takes place virtually. Courses are offered year-round; however, a majority of the classes are offered during the summer months while teachers are on summer vacation.

The zoning ordinance allows educational institutions through the approval of an SUP within any zoning district. The proposed use complies with the ordinance.

Proposed Plan: With this request, MINT would utilize an existing 14,742 square foot suite to conduct training. The space will offer offices, classrooms, breakrooms, and a reception area. The classrooms are furnished with tables and chairs of various configurations for learning and as a mock classroom.

Parking: PD, Ordinance No. 460, specifies the following parking ratios for the site:

Land Use	Parking Ratio
Retail	1 space for each 200 SF
Restaurant	1 space for each 100 SF

Movie Theater	1 space for each 4 seats
All Other Uses	1 space for each 300 SF

The site was originally approved with 678 spaces in 1983. Currently, the site plan identifies 621 parking spaces to serve 206,303 square feet of office and restaurant space. The deficit appears to have been created due to the removal of parking spaces to accommodate accessible spaces and to provide driveway connections to the parking lot that is situated on the adjacent Texas power and light right-of-way. Staff has no knowledge of issues related to lack of parking on the subject property.

Exterior Facades: No modifications are proposed to the existing facades on the subject property.

Landscaping and Open Space: No modifications are proposed to the existing landscaping and open space.

Code Violations: Currently, there is one outstanding code violation on the subject property. Town staff identified that the existing monument sign is in disrepair and is proceeding with standing enforcement processes. Staff does not believe this should delay consideration of this request as they are unrelated to the applicant.

RECOMMENDATION: **APPROVAL**

As proposed, this training center will function similarly to an office setting and will operate during typical business hours. The classes will be small and operate in a hybrid capacity, both on site and virtually, which is unlikely to create conditions that would affect adjacent businesses.

Staff recommends approval of this request.

Case 1897-SUP/4006 Belt Line Road, Suite 100 (Montessori Institute of North Texas)

October 17, 2023

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of the request for a Special Use Permit (SUP) to allow an educational institution on property located at 4006 Belt Line Road, Suite 100, that is currently zoned Planned Development, though Ordinance No. 460, and amended by Ordinance No. 085-003.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

MONTESSORI INSTITUTE
OF NORTH TEXAS

EXECUTIVE DIRECTOR

Virginia Wannamaker Brooks

BOARD OF DIRECTORS

Teresa Aquino

Charlane Baccus

Jodi Campbell

Sylvie Fitzgerald

Cecilia Galbraith

Peggy Larson

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Kathleen Muirhead

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Natalie and Michael Sorrell

Temple Wynne

DIRECTORS OF TRAINING

Kim Altmeyer, M.Ed.

Sara Brady, M.Ed.

Uma Ramani, M.A.

BethAnn Slater, M.Ed.

Chris Trostel, M.S.Ed.

Virginia Viscovic, M.A.

**In Memoriam*

August 30, 2023

Zoning Commission Town of Addison
16801 Westgrove Drive
Addison, TX 75001

To whom it may concern,

This letter of intent is in reference to Montessori Institute of North Texas's request for a special use permit. The property is currently zoned as Planned Development, Ordinance No. 460, as amended by Ordinance No. 085-003, which allows offices uses. We are requesting a Special Use Permit to allow a Montessori teacher training center.

History: The Montessori Institute of North Texas (MINT) was founded in 2003 as a Texas nonprofit corporation under the name Montessori Training and Research Center of Dallas. The product of a collaborative effort among local Montessori schools, MINT is the only Montessori teacher training center in the state of Texas affiliated with the Association Montessori Internationale (AMI), the organization founded by Dr. Maria Montessori in 1929 to preserve the authenticity and integrity of her work.

MINT was created by community collaboration, out of a strong community need for AMI teacher training. Its deep roots in the community and commitment to serving the community remain its most striking characteristics. MINT has developed a reputation for training teachers who will serve ALL children – the children of the most vulnerable and at-risk families, as well as children from affluent families who can afford to pay tuition at private schools.

Description: MINT's purpose is to meet a critical need for children and families – to provide qualified, highly trained Montessori teachers certified by AMI - MINT is not a school for children. We offer AMI teacher training for adult learners on a year-round basis. The majority of our training courses take place during the summer months when teachers are out of school and free to take courses. Approximately 50% of training takes place online with adult learners working remotely. Class sizes range from 6-30 adult learners.

MINT also serves as a resource center for the Montessori community, offering continuing support for MINT graduates, educational opportunities for Montessori teachers and administrators throughout the community.

Location/Hours: The Montessori Institute of North Texas is located at 4006 Belt Line Road, Suite 100, Addison, TX 75001. The office will be open Monday-Friday 8:00am-5:00pm as classes are scheduled.

Services: AMI Montessori teacher training, professional development and mentoring for teachers and consulting for Montessori schools.

We thank all involved for your time and consideration in this matter.

Sincerely,

Virginia Wannamaker Brooks, M.Ed.
Executive Director

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NORTH

LEGEND:
AE – AERIAL EASEMENT
BL – BUILDING LINE
BLDG – BUILDING
ESMT – EASEMENT
FND – FOUND
IP – IRON PIPE
IR – IRON ROD
POB – POINT OF BEGINNING
POC – POINT OF COMMENCING
PS – PARKING SPACES
ROW – RIGHT OF WAY
SQ. FT. – SQUARE FEET
UE – UTILITY EASEMENT
—x— BARBED WIRE FENCE
—o— CHAIN LINK FENCE
CONCRETE
COVERED CONCRETE
—E— OVERHEAD ELECTRIC LINES
—// WOOD FENCE
—/ WROUGHT IRON FENCE
GUY WIRE
– CATCH BASIN
– CABLE BOX
– ELECTRIC BOX
– ELECTRIC MH
– FIRE HYDRANT
– FIBER OPTIC MARKER
– FLAG POLE
– GAS METER
– GAS VALVE
– CURB INLET
– LIGHT POLE
– MANHOLE
– MONITORING WELL
– PIPELINE MARKER
– POWER POLE
– SERVICE POLE
– SANITARY MANHOLE
– STORM MANHOLE
– TELEPHONE PEDESTAL
– TRANSFORMER
– TRAFFIC SIGNAL BOX
– TRAFFIC SIGNAL POLE
– UNDERGROUND CABLE MARKER
– WATER WELL
– WATER METER
– WATER VALVE
– BENCHMARK

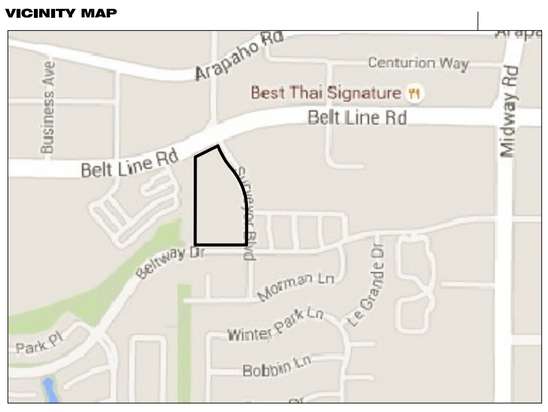
EXISTING PARKING SPACES

REGULAR	605
HANDICAP	11
COVERED	5
TOTAL	621

ENCROACHMENTS

1 NORTHWEST BUILDING CORNER OVER 80' BUILDING LINE 0.8' TO NORTH
2 NORTHEAST BUILDING CORNER OVER 80' BUILDING LINE 0.6' TO NORTH
3 NORTHEAST BUILDING CORNER OVER 80' BUILDING LINE 3.3' TO EAST
4 SOUTHEAST BUILDING CORNER OVER 136' BUILDING LINE 2.4' TO SOUTH
5 SOUTHWEST BUILDING CORNER OVER 136' BUILDING LINE 0.3' TO SOUTH

VICINITY MAP



NOTES:

1. ALL BEARINGS AND STREET RIGHT OF WAYS ARE BASED ON RECORDED PLAT.
2. SURVEYOR DID NOT ABSTRACT PROPERTY. SURVEY BASED ON LEGAL DESCRIPTIONS SUPPLIED BY TITLE COMPANY. EASEMENTS, BUILDING LINES, ETC., SHOWN ARE AS IDENTIFIED BY GF NO. 4713007748 OF CHICAGO TITLE INSURANCE COMPNAY, WITH AN EFFECTIVE DATE OF APRIL 6, 2015.
3. NOTHING IN THIS SURVEY IS INTENDED TO EXPRESS AN OPINION REGARDING OWNERSHIP OR TITLE.
4. THE WORD CERTIFY IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL JUDGMENT BY THE SURVEYOR, WHICH IS BASED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF.
5. SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
6. THE FINDINGS AND OPINIONS OF LANDCO, L.P. REFLECTED HEREON ARE PRIVILEGED, CONFIDENTIAL AND INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY FOR WHOM THIS WORK WAS PREPARED, IT IS UNDERSTOOD THAT THE USE OF, RELIANCE ON, OR REPRODUCTION OF SAME, IN WHOLE OR IN PART, BY OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF LANDCO, L.P. IS PROHIBITED AND WITHOUT WARRANTY, EXPRESS OR IMPLIED. LANDCO, L.P. SHALL BE HELD HARMLESS AGAINST DAMAGES OR EXPENSES RESULTING FROM SUCH UNAUTHORIZED USE, RELIANCE OR REPRODUCTION. COPYRIGHT 2015. ALL RIGHTS RESERVED.
7. (TABLE A ITEM 6) NO ZONING INFORMATION PROVIDED BY INSURER.
8. (TABLE A ITEM 16) THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS IN RECENT MONTHS.
9. (TABLE A ITEM 17) THERE IS NO EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED; NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
10. (TABLE A ITEM 18) THERE IS NO OBSERVABLE EVIDENCE OF SITE USED AS A DUMP, SUMP, OR LANDFILL.

FLOOD NOTE:

PROPERTY LIES WITHIN FLOOD ZONE "X", ACCORDING TO F.I.R.M. MAP NO. 48113C 0180K, DATE 7-7-14. BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
BEFORE ANY DEVELOPMENT PLANNING, DESIGN, OR CONSTRUCTION IS STARTED, THE COMMUNITY, CITY AND COUNTY IN WHICH SUBJECT TRACT EXISTS SHOULD BE CONTACTED. SAID ENTITIES MAY IMPOSE LARGER FLOOD PLAIN AND FLOODWAY AREAS THAN SHOWN BY F.I.R.M. MAPS THAT WILL AFFECT DEVELOPMENT.

SCHEDULE "B" ITEMS

10C. THE FOLLOWING EASEMENTS AND BUILDING SETBACK LINES AS SHOWN ON PLAT IN VOLUME 84013, PAGE 3322, MAP RECORDS, DALLAS COUNTY, TEXAS. AS SHOWN HEREON:
1) 10 FOOT LONE STAR GAS EASEMENT;
2) 80 FOOT BUILDING SETBACK LINE;
3) 10 FOOT WATER EASEMENT;
4) 15 FOOT TPL EASEMENT; AND
5) 136 BUILDING SETBACK LINE.

10D. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF ADDISON
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: AUGUST 20, 1979
RECORDING NO: IN VOLUME 79163, PAGE 343, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS AND AS SHOWN ON PLAT IN VOLUME 84013, PAGE 3322, MAP RECORDS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

BEING A 8.1415 ACRE TRACT OF LAND OUT OF THE THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, DALLAS COUNTY, TEXAS AND BEING ALL OF SAC/BELTLINE ADDITION, AN ADDITION TO THE CITY OF ADDISON, TEXAS AS RECORDED IN VOLUME 84013, PAGE 3322 OF THE DEED RECORDS, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CROSS FOUND FOR A CORNER IN THE SOUTHERLY RIGHT OF WAY LINE OF BELT LINE ROAD (100 FEET WIDE) AT ITS INTERSECTION WITH WESTERLY RIGHT OF WAY LINE OF SURVEYOR BOULEVARD (60 FEET WIDE);

THENCE SOUTH 24 DEGREES 07 MINUTES 30 SECONDS EAST, ALONG THE SAID WESTERLY LINE OF SURVEYOR BOULEVARD, 49.76 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET;

THENCE SOUTHEASTERLY, CONTINUING ALONG THE ABOVE SAID WESTERLY LINE OF SURVEYOR BOULEVARD AND WITH ABOVE SAID CIRCULAR CURVE TO THE LEFT, THRU A CENTRAL ANGLE OF 14 DEGREES 19 MINUTES 26 SECONDS, AN ARC DISTANCE OF 157.50 FEET HAVING A CHORD BEARING AND DISTANCE OF SOUTH 31 DEGREES 17 MINUTES 13 SECONDS EAST, 157.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE POINT OF TANGENCY;

THENCE SOUTH 38 DEGREES 26 MINUTES 56 SECONDS EAST, CONTINUING ALONG THE SAID ABOVE WESTERLY LINE OF SURVEYOR BOULEVARD, 60.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET;

THENCE SOUTHEASTERLY TO SOUTHWESTERLY, CONTINUING ALONG THE SAID WESTERLY LINE OF SURVEYOR BOULEVARD AND WITH SAID CIRCULAR CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 38 DEGREES 38 MINUTES 30 SECONDS AN ARC DISTANCE OF 384.42 FEET AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 19 DEGREES 07 MINUTES 41 SECONDS EAST, 377.18 FEET TO A 3/8 INCH IRON ROD FOUND FOR THE POINT OF TANGENCY;

THENCE SOUTH 0 DEGREES 11 MINUTES 34 SECONDS WEST, CONTINUING ALONG THE ABOVE SAID WESTERLY LINE OF SURVEYOR BOULEVARD, 321.34 FEET TO A CROSS FOUND FOR CORNER AT THE INTERSECTION OF SAID WESTERLY LINE OF SURVEYOR BOULEVARD, WITH THE NORTH LINE OF BELTWAY DRIVE (60 FEET WIDE);

THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS WEST, ALONG THE ABOVE SAID NORTH LINE OF BELTWAY DRIVE, 470.00 FEET TO A 3/8 IRON ROD FOUND IN THE EAST LINE OF A 100 FOOT RIGHT–OFWAY CONVEYED TO TEXAS POWER & LIGHT;

THENCE NORTH 0 DEGREES 11 MINUTES 34 SECONDS EAST, ALONG THE ABOVE SAID EAST LINE OF TEXAS POWER & LIGHT RIGHT–OF–WAY, 803.90 FEET TO A 1/2 INCH IRON ROD FOUND FOR A CORNER IN THE ABOVE REFERENCED SOUTHERLY LINE OF BELT LINE ROAD, SAID POINT BEING IN A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1960.08 FEET;

THENCE NORTHEASTERLY, ALONG THE ABOVE SAID SOUTHERLY LINE OF BELT LINE ROAD AND WITH ABOVE SAID CIRCULAR CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 1 DEGREE 30 MINUTES 27 SECONDS AN ARC DISTANCE OF 51.57 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 63 DEGREES 51 MINUTES 24 SECONDS EAST, 51.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE POINT FOR TANGENCY;

THENCE NORTH 63 DEGREES 06 MINUTES 10 SECONDS EAST, CONTINUING ALONG THE ABOVE SAID SOUTHERLY LINE OF BELT LINE ROAD, 117.50 FEET TO A 1/2 INCH IRON ROD FOUND FOR THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1860.00 FEET;

THENCE NORTHEASTERLY, CONTINUING ALONG THE ABOVE SAID SOUTHERLY LINE OF BELT LINE ROAD AND WITH ABOVE SAID CIRCULAR CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 1 DEGREE 50 MINUTES 54 SECONDS AN ARC DISTANCE OF 60.00 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 64 DEGREES 00 MINUTES 59 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 354,645 SQUARE FEET OR 8.1432 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATION

TO: ARI FORUM, LLC, A DELAWARE LIMITED LIABILITY COMPANY & CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 7B1, 7C, 8, 9, 11A, 13, 14, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 4–26–15.

DATE OF PLAT OR MAP: 4–26–15.

Fred W. Lawton, Registered Professional Land Surveyor No. 2321
Fred.Lawton@LANDCOSERVICES.COM

STATE OF TEXAS · REGISTERED · FRED W. LAWTON · 2321 · PROFESSIONAL LAND SURVEYOR

ALTA/ACSM LAND TITLE SURVEY OF

BEING A 8.1432 ACRE TRACT OF LAND OUT OF THE THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, DALLAS COUNTY, TEXAS AND BEING ALL OF SAC/BELTLINE ADDITION, AN ADDITION TO THE CITY OF ADDISON, TEXAS AS RECORDED IN VOLUME 84013, PAGE 3322 OF THE DEED RECORDS, DALLAS COUNTY, TEXAS.

ADDRESS: 4002 BELT LINE ROAD
ADDISON, TEXAS 75001
SHEET 1 OF 1

SITE NAME: FORUM AT BELT LINE

JOB NO: 15–6527/552–15 DATE: 4–25–15 SCALE: 1" = 40'

REVISIONS:		
NO.	DATE	DESCRIPTION

LANDCO, L.P.
11281 RICHMOND, BLDG. J SUITE 105, HOUSTON, TEXAS 77082
OFFICE (281) 556-1202 ◆ FAX (281) 606-1202
VIP@LANDCOSERVICES.COM

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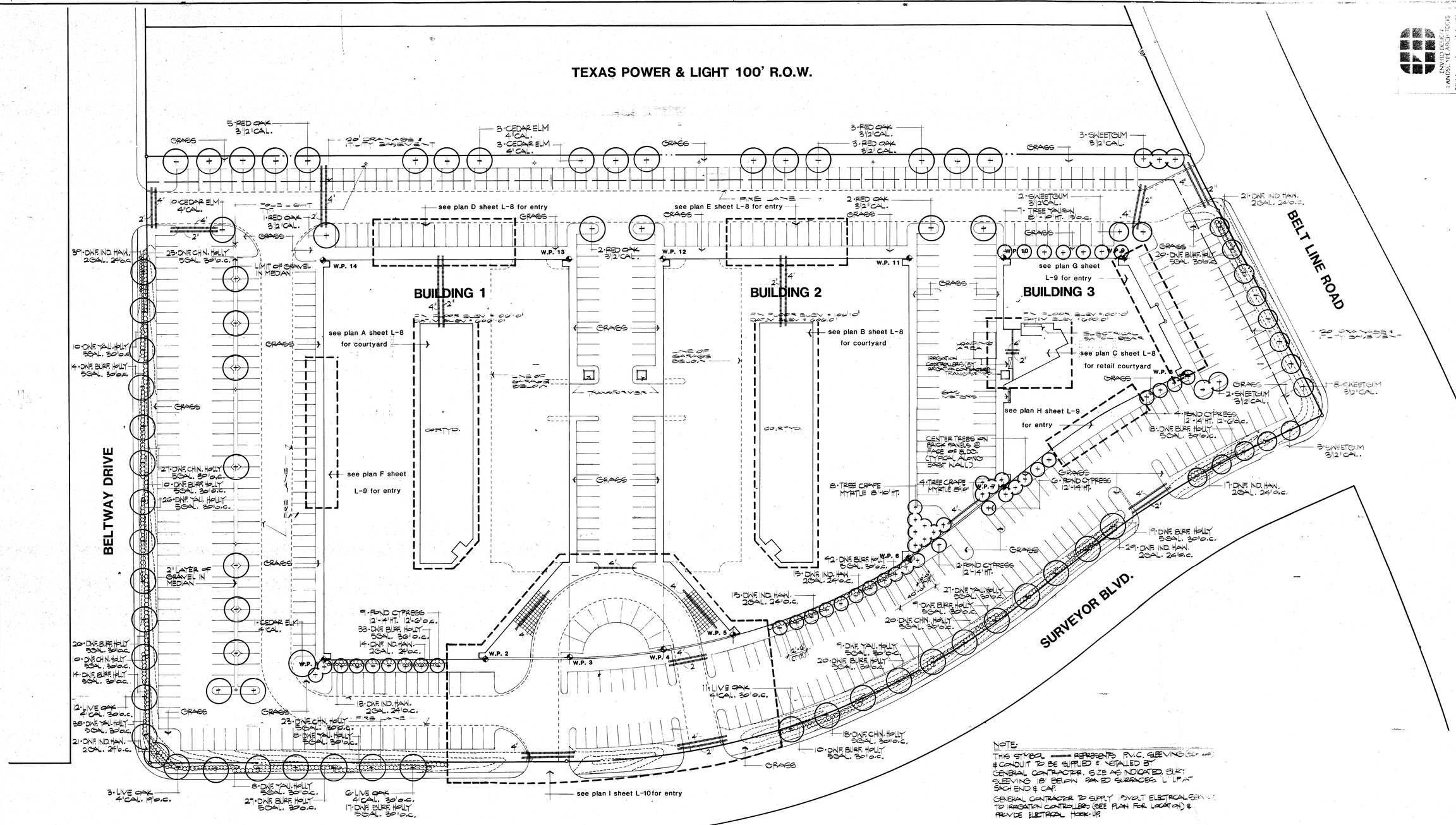
Firm Number: 10045300

K:\COMRES 2015\552–15.DWG (JM)



NOTE:
THIS SYMBOL ——— REPRESENTS P.V.C. SLEEVING (SCH. 40) & CONDUIT TO BE SUPPLIED & INSTALLED BY GENERAL CONTRACTOR. SIZE AS INDICATED. RUN SLEEVING 18" BELOW PAVED SURFACES & CAP AT EACH END & CAP.
GENERAL CONTRACTOR TO SUPPLY 120 VOLT ELECTRICAL SERVICE TO IRRIGATION CONTROLLERS (SEE PLAN FOR LOCATION) & PROVIDE ELECTRICAL HOOK-UP.

01 SITE PLAN 1"-30'

NORTH

PLANT LIST (SEE SHEET L-8 FOR COURTYARD PLANT LIST)

QUANTITY	DESCRIPTION	PLAN NAME	SIZE/SPACING	MIN. HT./SPREAD
TREES				
17	Cedar Elm		4" cal.	12'/6'
32	Live Oak		4" cal.	12'/5'
8	Live Oak		7" cal.	14'/6'
47	Pond Cypress		12'-14' ht.	12'/14'
16	Red Oak		3½" cal.	9'/5'
20	Sweetgum		3½" cal.	9'/5'
18	Tree Crape Myrtle	Crape Myrtle	8'-10' ht.	6 trunk minimum; red
16	Tree Crape Myrtle	Crape Myrtle	10'-12' ht.	6 trunk minimum; red
8	Tree Crape Myrtle	Crape Myrtle	12'-14' ht.	8 trunk minimum; red
19	Tree Yaupon		8'-10' ht.	6 trunk minimum; female
SHRUBS				
28	Compact Nandina		5 gal.; 24" o.c.	24"/16"
359	Dwarf Burford Holly	Dwf. Burf. Holly	5 gal.; see plan	24"/24"
176	Dwarf Chinese Holly	Dwf. Chin. Holly	5 gal.; see plan	18"/18"
472	Dwarf Indian Hawthorn "Clara"	Dwf. Ind. Haw.	2 gal.; 24" o.c.	12"/15"
356	Dwarf Yaupon Holly	Dwf. Yau. Holly	5 gal.; see plan	18"/18"
GROUNDCOVER				
1,912	Asian Jasmine		4" pots; 12" o.c.	min. 3 runners/pot
110	English Ivy		4" pots; 12" o.c.	min. 3 runners/pot
GRASS				
4500 SY	St. Augustine Sod			

ENVIRO DESIGN, Inc.
LANDSCAPE ARCHITECTS
7414 Greenville Ave. Suite 107
Dallas, TX 75231

HARWOOD K SMITH & PARTNERS
Architects Engineers Planners
1111 Plaza of the Americas North, LB 307
Dallas, Texas 75201 214/748-5261

HKS

A COMMERCIAL AND OFFICE COMPLEX IN ADDISON TEXAS

SAC / BELTLINE

SUBURBAN AMERICAN COMPANY, INC.

Job No: 1573

Revision:

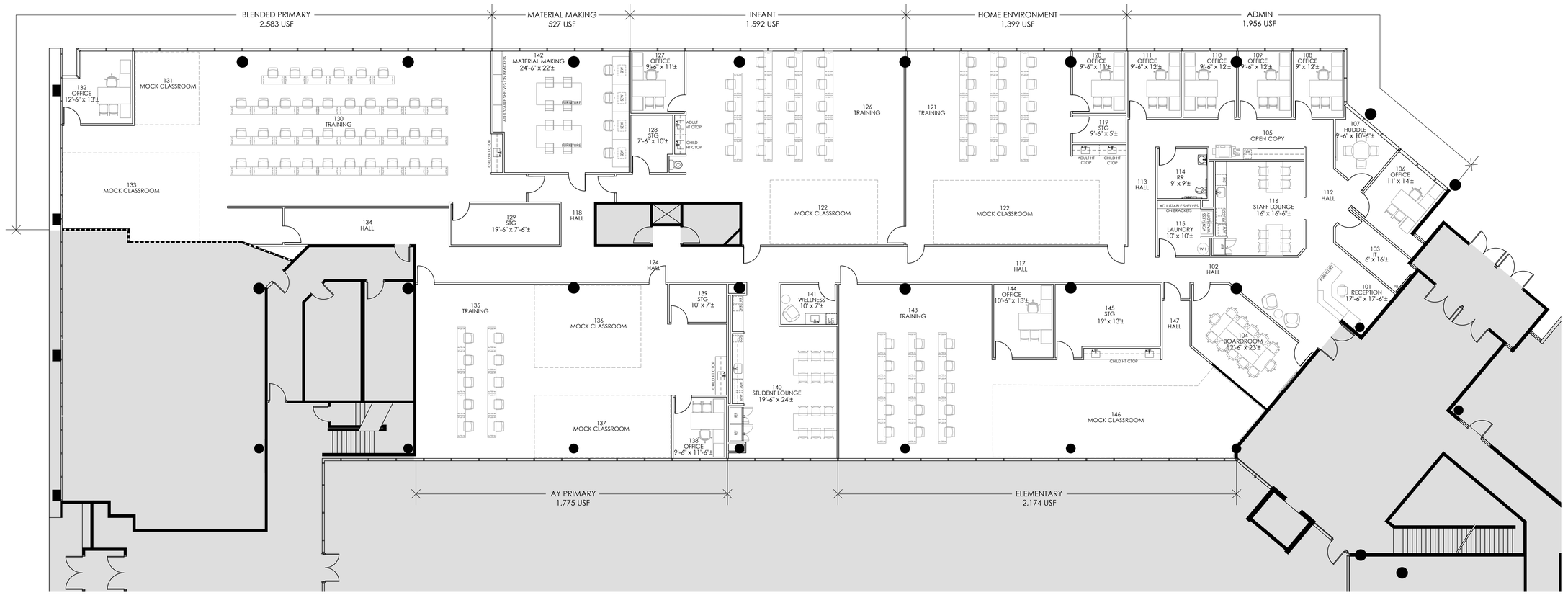
Sheet Title: SITE PLAN PLANTING

Date:

Drawn: DCS

Sheet No: L-7 of sheets

CAUTION: IF THIS PRINT IS NOT 30" X 42" THEN IT IS A REDUCED PRINT



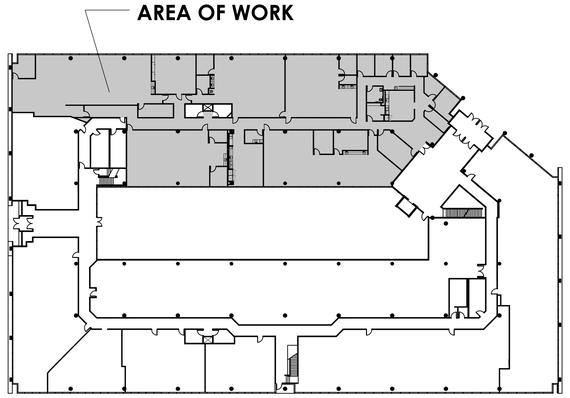
01 Floor Plan

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

NORTH

0 2 4 8

AREA OF WORK



Key Plan
Not to Scale

CODE INFORMATION

CODE COMPLIANCE

BUILDING	- 2018 IBC
FIRE SAFETY	- 2018 IFC
MECHANICAL	- 2018 IMC
PLUMBING	- 2018 IPC
ELECTRICAL	- 2017 NEC
ENERGY	- 2018 IECC
ACCESSIBILITY	- 2012 TAS

OTHER

FULLY FIRE SPRINKLERED	- NO
OCCUPANCY GROUP	- BUSINESS

OCCUPANCY LOAD SUMMARY - SCOPE OF WORK

FUNCTION OF SPACE	LOAD FACTOR	AREA (S.F.)	# OF OCCUPANTS
BUSINESS AREAS	150 GROSS	13046	87
WAITING AREAS	15 NET	39	3
ASSEMBLY - UNCONCENTRATED	15 GROSS	1092	73
STORAGE AREAS	300 GROSS	565	2
TOTAL		14742	165

EGRESS

75'	COMMON PATH OF EGRESS (MAX. ALLOWED)
56'	COMMON PATH OF EGRESS (ACTUAL)
2	EXITS (MIN. REQUIRED)
2	EXITS (ACTUAL)
251'	LONGEST DIAGONAL
125'	EXIT SEPARATION (MIN. REQUIRED)
169'	EXIT SEPARATION (ACTUAL)
20'	DEAD END (MAX. ALLOWED)
20'	DEAD END (ACTUAL)

LEGEND

(ALL SYMBOLS MAY NOT APPLY)

GENERAL

- 0000 / OFFICE — ROOM NUMBER / ROOM NAME
- PHONE BOARD
- WATER LINE WITH SHUT-OFF VALVE
- FEC — FIRE EXTINGUISHER W/ CABINET
- FE — FIRE EXTINGUISHER ON HOOK
- EXISTING PARTITION
- NEW PARTITION
- DEMISING PARTITION W/ SOUND INSULATION
- PARTITION WITH SOUND INSULATION
- ONE HOUR PARTITION W/ SOUND INSULATION
- TWO HOUR PARTITION W/ SOUND INSULATION
- SIDELIGHT/WINDOW

ROOM SIZES ARE APPROXIMATE ONLY AND ARE NOT TO BE USED FOR FINAL DETERMINATION OF FURNITURE SIZES OR PLACEMENT.

PREPARED BY: KR CHECKED BY: KR

entos design
5400 LBJ Freeway, Suite 125 Dallas, Texas 75240
P. 972.770.2222 | www.entosdesign.com

ISSUED FOR ZONING REVIEW ONLY.

THESE DOCUMENTS MAY NOT BE USED FOR PERMITTING OR CONSTRUCTION.

These drawings are assumed to be complete and final. It shall be the tenant/client's responsibility to review and bring in writing any design discrepancies to the designers' attention. Any design changes will be at additional expense. The designer shall not be held responsible for city, state and federal code/regulation authority's interpretations.

Approved: _____ Date: _____

No.	Issued	Date
1.4	For Review	01/13/2022
1.3	For Review	12/15/2021
1.2	For Review	11/10/2021
1.1	For Review	10/12/2021
1.0	For Review	10/11/2021

Montessori Institute

Forum III

4006 Beltline Road
Suite 100
Addison, TX 75001

Case No. 1897-SUP

17,128 RSF
Project ID: 21-1145-L001

Sheet Title
Floor Plan

Sheet Number
1.3

© 2021

ORDINANCE NO. 460

AN ORDINANCE OF THE CITY OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 66 OF THE CITY OF ADDISON, TEXAS, AS HERETOFORE AMENDED SO AS TO CHANGE THE HEREINAFTER DESCRIBED PROPERTY BEING SITUATED IN DALLAS COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF MIDWAY ROAD AND SOUTH OF BELT LINE ROAD, BEING IN THE THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, AND CONTAINING 31.6016 ACRES OF LAND, WHICH IS PRESENTLY ZONED RESIDENTIAL TO BE USED UNDER PLANNED DEVELOPMENT NO. 5 SHALL BE GRANTED WITH REFERENCE TO THE HEREIN DESCRIBED PROPERTY SUBJECT, HOWEVER, TO THE SPECIAL CONDITIONS HEREINAFTER MORE FULLY EXPRESSED; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS ($200.00) FOR EACH OFFENSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Zoning Commission of the City of Addison, Texas, and the City Council of the City of Addison, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning changes under the zoning ordinance and zoning map, have given requisite notices by publication and otherwise, and, after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the area, the City of Addison, Texas, is of the opinion that the said change of zoning on application of Corporate Realty No. 71 , Case #362, should be granted and the Comprehensive Zoning

should be amended in the exercise of its legislative direction:

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

SECTION 1. That the Comprehensive Zoning Ordinance No. 66 of the City of Addison, Texas, be, and the same is hereby amended so as to give the hereinafter described property the following zoning district classification, to-wit: Planned Development District No. 5. Said property being in the City of Addison, Dallas County, Texas, and being described as follows:

Being several tracts of land situated in the Thomas L. Chenoweth Survey, Abstract No. 273 in the City of Addison, Dallas County, Texas and being more particularly described as follows:

FROM a point in the south line of Belt Line Road (a 100' R.O.W.), said point being N 89° 25' 00" W, 60.00 feet and south 50.00 feet from the intersection of the center-line of Belt Line Road with the centerline of Midway Road (a 100' R.O.W.); thence, N 89° 25' 00" W, with the south line of Belt LIne Road, 1254.41 feet to the POINT OF BEGINNING:

THENCE, S 00° 01' 18" W, 997.88 feet to a point, said point being the beginning of a curve to the left having a back tangent bearing of N 70° 32' 41" E, a central angle of 07° 37' 01", a radius of 1050.00 feet, and a tangent length of 69.90 feet;

THENCE, along said curve to the left an arc distance of 139.59 feet to the beginning of a reverse curve to the right having a central angle of 26° 56' 39", a radius of 480.00 feet, and a tangent length of 114.99 feet;

THENCE, along said curve to the right an arc distance of 225.73 feet to its point of tangency;

THENCE S 89° 52' 20" W, 478.72 feet to a point;

THENCE S 00° 11' 34" W, 30.00 feet to a point;

THENCE S 89° 52' 20" W, 500.00 feet to a point;

THENCE N 00° 11' 34" E, 863.90 feet to a point on the south right of way of Belt Line Road, said point also being the beginning of a curve to the left having a back tangent bearing of S 64° 36' 37" W, a central angle of 01° 30' 27", a radius of 1960.08 feet, and a tangent length of 25.79 feet;

THENCE, along said curve to the left, and with the south right of way of Belt Line Road, an arc distance of 51.57 feet to its point of tangency;

THENCE, N 63° 06' 10" E, 117.50 feet along the south right of way of Belt Line Road to a point, said point being the beginning of a curve to the right having a central angle of 27° 28' 50", a radius of 1860.08 feet, and a tangent length of 454.82 feet;

THENCE, along said curve to the right and with the south right of way, an arc distance of 892.14 feet to its point of tangency;

THENCE, S 88° 25' 00" E, 310.33 feet along the south right of way of Belt Line Road to the POINT OF BEGINNING and containing 31.6016 acres (1,376.565 square feet) of land, more or less.

SECTION 2. In the herein above described land or building, no land shall be used, erected or converted to any use other than:

1. Antique shop;
2. Aquarium;
3. Art gallery;
4. Bakery, retail sales only;
5. Bank, office, wholesale sales office or sample room, barber or beauty shops;
6. Bird and pet shops, retail;
7. Book or stationery store;
8. Cafeteria;
9. Camera shop;
10. Candy, cigars and tobaccos, retail sales only;
11. Caterer and wedding service;
12. Cleaning, dyeing and laundry pick-up station for receiving and delivery of articles to be cleaned;
13. Cleaning and pressing shops having an area of not more than 6000 square feet;
14. Curtain cleaning shop having an area of not more than 6000 square feet;
15. Department store, novelty or variety shop, retail sales only;
16. Drug store, retail sales only;
17. Florist, retail sales only;
18. Furniture store, retail only;
19. Grocery store, retail sales only;
20. Hardware, sporting goods, toys, paints, wall paper, clothing, retail sales only;
21. Household and office furniture, furnishings and appliances, retail;
22. Job printing;
23. Jewelry, optical goods, photographic supplies, retail sales only in the home where custom laundering and finishing may be done. The shop shall not exceed 6000 square feet

in area and no pick-up and delivery shall be operated;
24. Letter and mimeograph shop;
25. Library, retail;
26. Meat market, retail sales only;
27. Moving picture theater;
28. Nursery, retail sale of plants and trees;
29. Office building;
30. Photographers or artists studio;
31. Parking lot without public garage or automobile facilities for the parking of passenger cars and trucks of less than one (1) ton capacity only;
32. Professional offices for architect, attorney, engineer and real estate;
33. Public garage, parking, no repairs;
34. Piano and musical instruments, retail sales only;
35. Restaurant without curb or drive-in service (service to be entirely within the building);
36. Retail store or shop for custom work or the making of articles to be sold for retail on the premises;
37. Seamstress, dressmaker or tailor;
38. Shoe repair shop, retail sales only;
39. Studios, dance, music, drama, health, massage, and reducing;
40. Studio for the display and sale of glass, china, art objects, cloth and draperies;
41. Taxi stand;
42. Washateria, equipped with automatic washing machines of the type customarily found in a home and where the customers may personally supervise the washing and handling of his laundry;
43. Wearing apparel, including clothing, shoes, hats, millinery and accessories;
44. Accessory buildings and uses customarily incident to the above uses;

SECTION 3. The following special conditions are placed upon the above described property:

(a) As provided in Planned Development Article of the Comprehensive Zoning Ordinance, said property shall be improved in accordance with the development plans which are attached hereto and made a part hereof for all purposes.

(b) No building shall exceed two stories of thirty-five (35) feet in height.

(c) No building within 100 feet of a residential area shall exceed one story or twenty-five (25) feet in height.

(d) All general retail businesses shall provide off-street parking at a ratio of one (1) space for each 200 square feet of floor area. Establishments for the sale and consumption on the premises of food and refreshments shall provide off-street parking at a ratio of one (1) space for each one hundred (100) square feet of floor area.

Motion picture theaters shall provide off-street parking at a ratio of one space for each four (4) seats based on maximum occupancy load. All other businesses shall provide off-street parking at a ratio of one space for each three hundred (300) feet of floor area.

(e) All yard, set-back, parking, service and recreational area shall be landscaped and maintained in a neat and orderly manner.

(f) At least eighty percent (80%) of the exterior walls of all structures shall be of masonry construction. The front and side walls shall be brick or stone veneer, tilt wall or stucco finish to blend with the adjacent structure. Wood-frame construction of exterior walls shall be prohibited, although wood veneer placed over will be allowed.

(g) All outside lighting features shall be placed and reflected in such a manner so as not to create annoyance, nuisances or hazards.

(h) Lighting shall be provided along all driveways and emergency access easements and parking areas.

(i) Mechanical equipment shall be constructed, located, and screened so as not to interfere with the peace, comfort and response of the occupants of any adjoining building or residence.

(j) All refuse and refuse containers shall be screened from the view of all public streets adjacent to the property by a solid fence or wall of at least six (6) feet in height.

(k) No accessory use shall be constructed to permit the keeping of articles, goods, or materials in the open or exposed to public view.

(l) A minimum of eight (8) feet in height solid masonry site-barring wall or better shall be constructed and maintained between retail and residential area.

(m) No more than twenty-five percent (25%) of the land described herein and property as zoned through Ordinance No. 459 shall be developed until at least one-third of the land contained in Tract III as zoned through Ordinance No. 461 has a bona fide contract between the developer and contractors, approved by the city, providing for the installation of street paving, sanitary sewer, and storm sewer conforming to the requirements therefore of the City of Addison.

SECTION 4. All paved areas, permanent drives, streets and drainage structures shall be constructed in accordance with standard City of Addison specifications adopted for such purpose, and the same shall be done to the satisfaction of the Director of Public Works.

SECTION 5. This Planned Development District is established pursuant to the Comprehensive Zoning Ordinance of the City of Addison as amended, and the provisions thereof unless directly conflict herewith, shall be applicable to the Planned Devlopment District No. 5.

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

SECTION 7. That should any paragraph, sentence, 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 Comprehensive Zoning Ordinance as a whole.

SECTION 8. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Hundred

Dollars ($200.00) for each offense and that each day such violation shall continue to exist shall contitute a separate offense.

SECTION 9. Whereas, the above described property requires that it be given the above zoning classification in order to permit its proper development and in order to protect the public interest, comfort and general welfare of the City and creates an urgency and an emergency for the preservation of the public health, safety, and welfare and requires that this ordinance shall take effect immediately from and after its passage and publication of the caption as the law in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF ADDISON, TEXAS, this the 12th day of December, 1978.

MAYOR

ATTEST:

CITY SECRETARY

City Council (FY24) **5. d.**

Meeting Date: 11/14/2023

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend the development standards and approve a development plan for Phase II of a 12.22± acre property located at 16675 Addison Road, currently zoned Planned Development (PD), Ordinance No. 023-32, to allow for the construction of an office/warehouse development with associated site improvements. Case 1900-Z/16675 Addison Road (Phase II).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend the development standards and approve a development plan for Planned Development (PD), Ordinance No. O23-32, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements, subject to the permitted uses, proposed development standards, and development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

Please refer to the Staff Report for additional details.

RECOMMENDATION:

Administration recommends approval of this request.

Attachments

1900-Z Presentation
1900-Z Ordinance

1900-Z Staff Report
1900-Z Letter of Intent
1900-Z Use and Development Standards
1900-Z Plans
Ordinance No. O23-32

16675 Addison Road, Phase II PD Amendment (1900-Z)

Case 1900-Z 16675 Addison Road, Phase II

LOCATION:

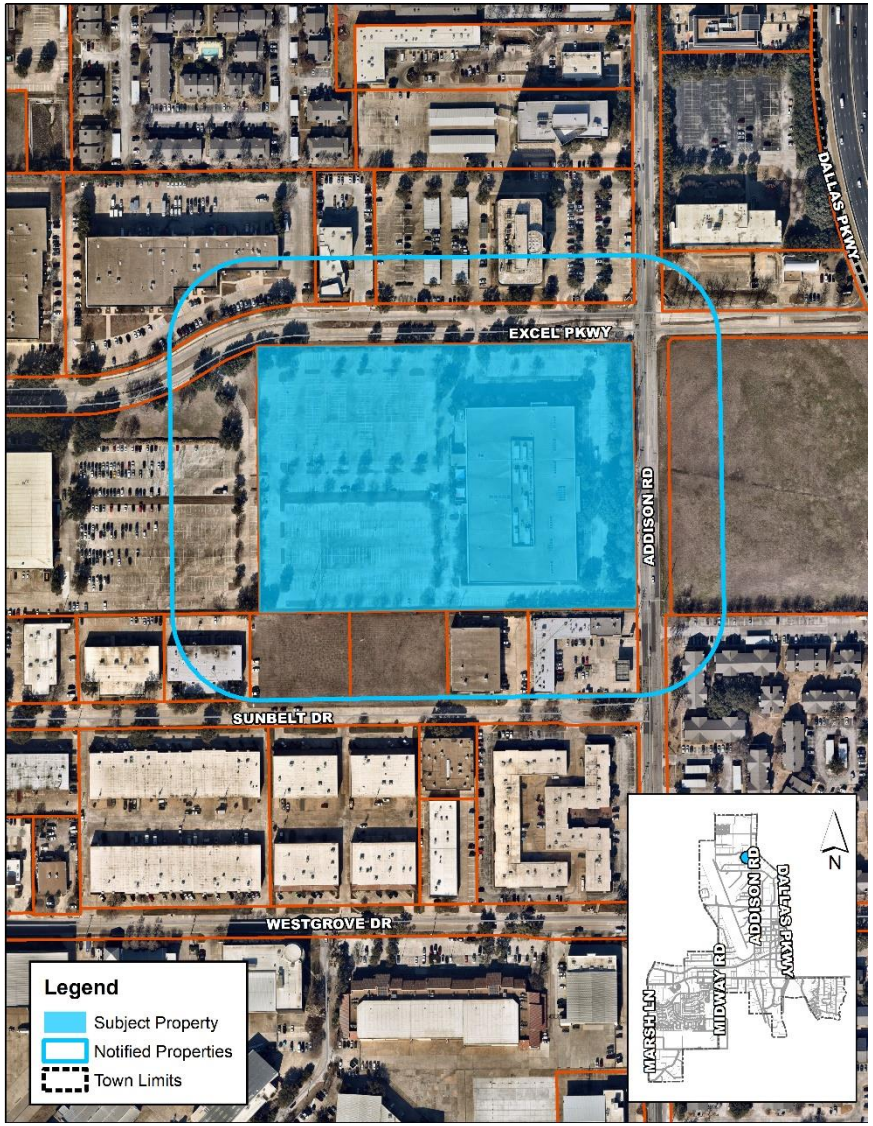
16675 Addison Road

REQUEST:

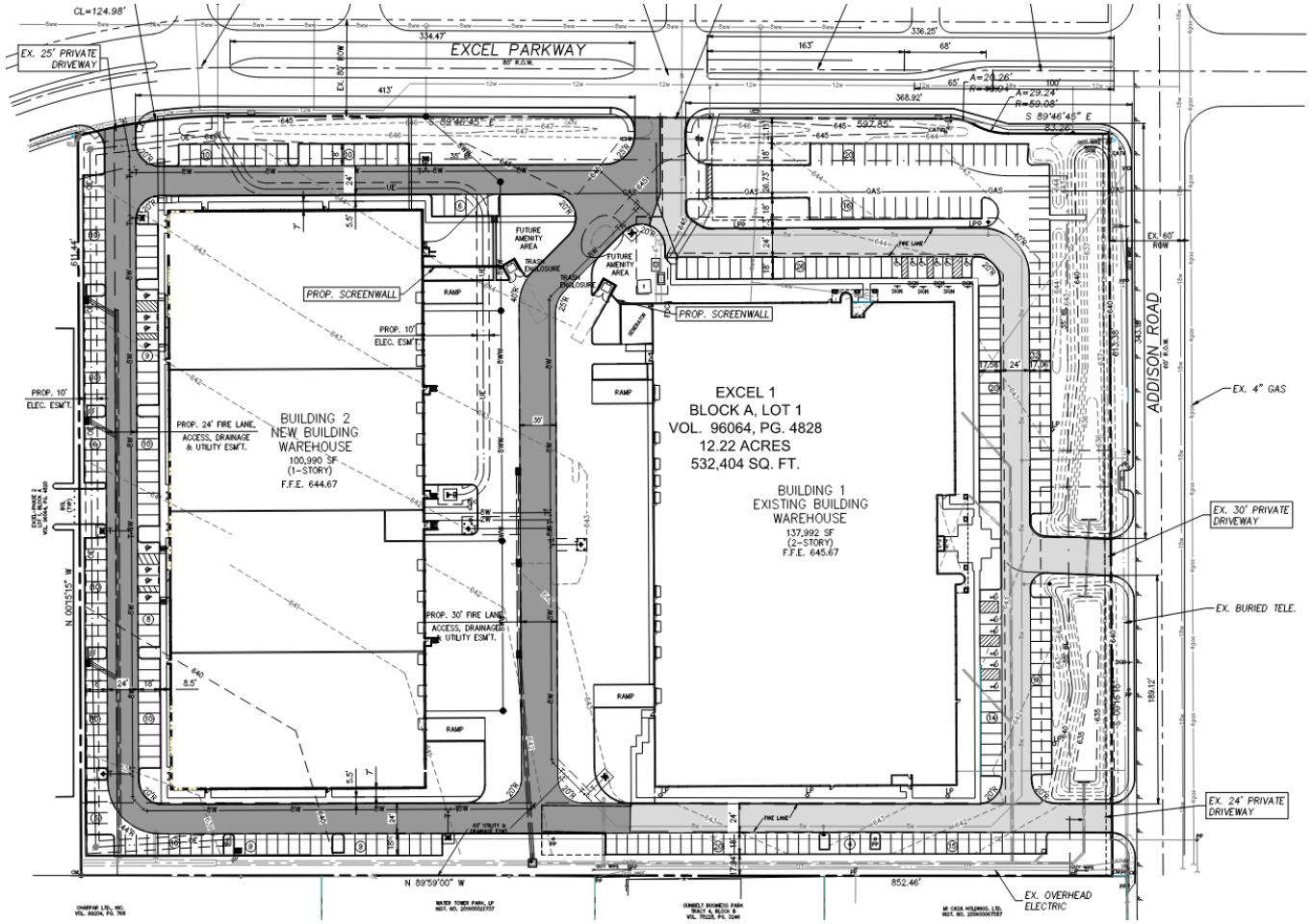
Approval of a PD Amendment for PD District, Ord. No. 023-32, to modify development standards and development plans for a new office/warehouse development with associated site improvements.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed development standard modifications, and development plan compliance with the permitted uses, proposed development standards, and other Town requirements, where applicable.



Case 1900-Z 16675 Addison Road, Phase II



PROJECT HISTORY:

1985 – Rezoned from Commercial to PD

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

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

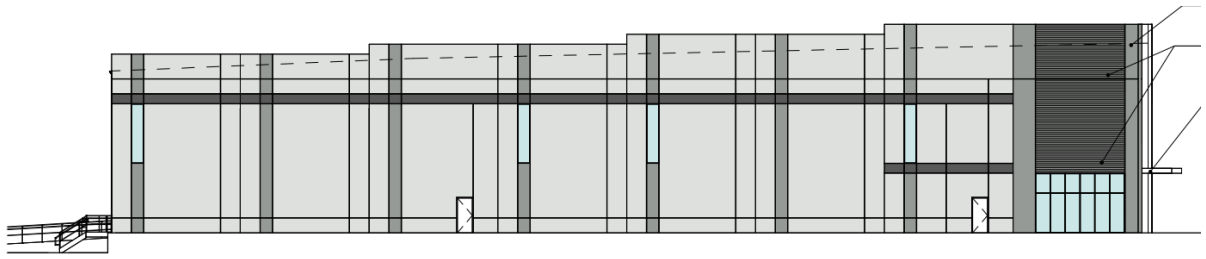
2023 – PD, Ord. No. 023-32 to approve permitted uses, development standards, development plans, and concept plan.

Present – PD Amendment to update development standards and development plan.

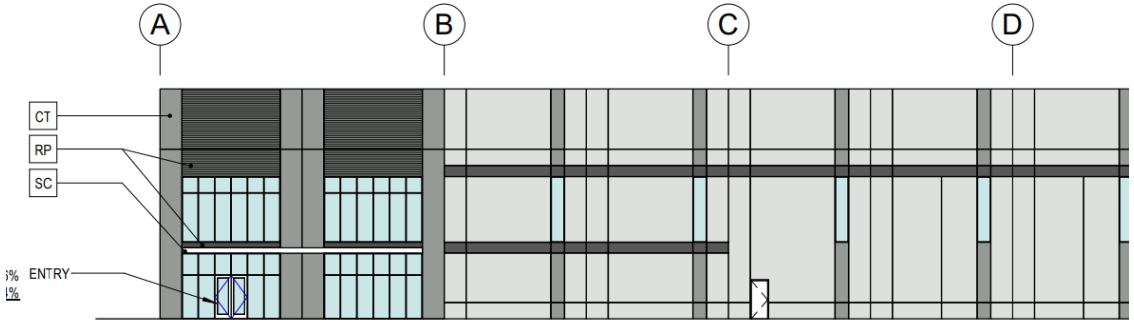
Case 1900-Z 16675 Addison Road, Phase II

DEVELOPMENT STANDARD MODIFICATIONS:

- **Floor Plan**:
  - 495 square foot increase to maximum tenant occupancy within Phase II (from 50,000 square feet to 50,495 square feet); and
  - Allow doors or windows, providing access or visibility into a lobby or office space on the north façade of Phase II (allowing the primary suite entry to be located at the western building frontage)



3 EXTERIOR ELEVATION - NORTH
1" = 20'-0"

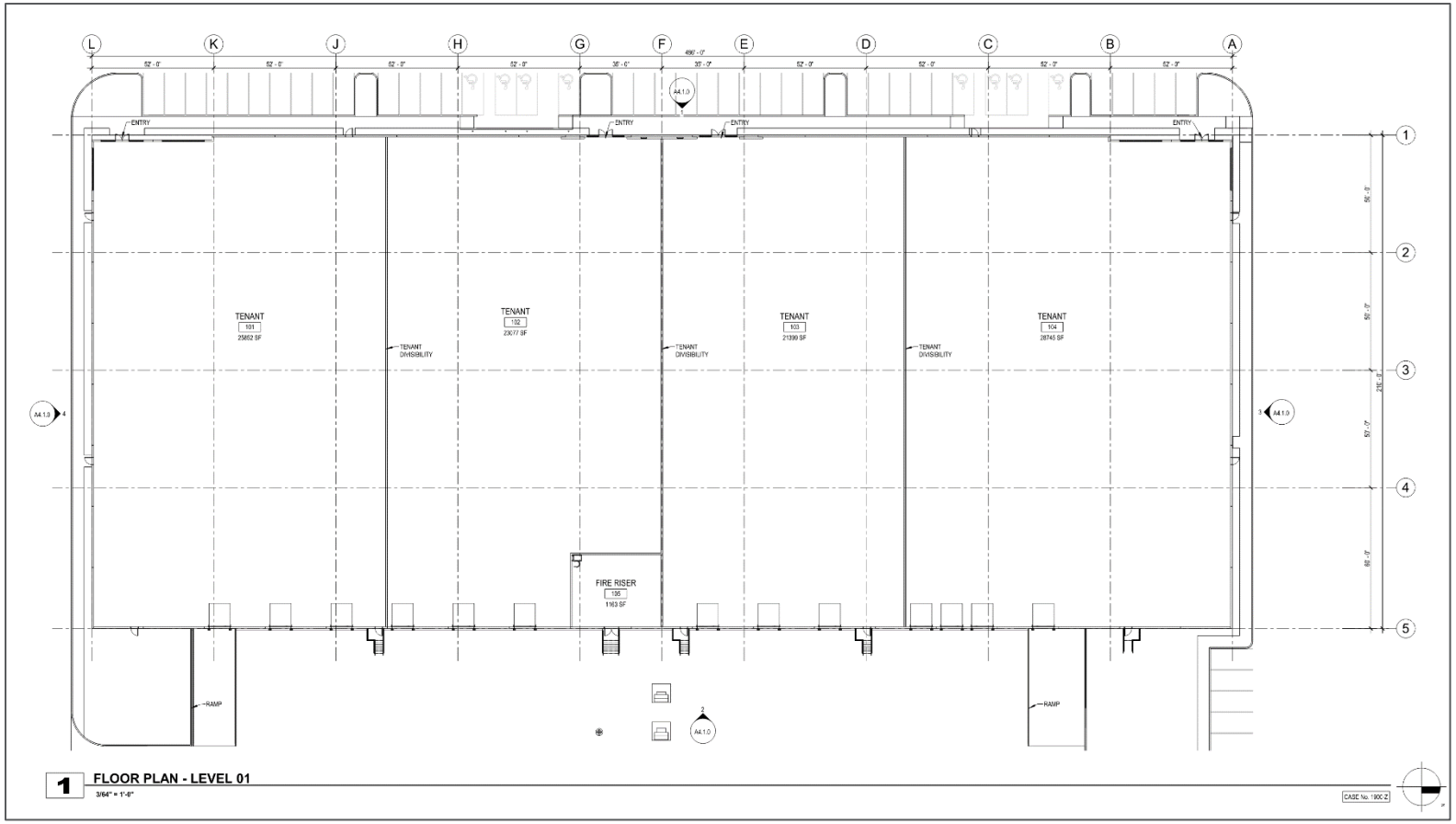


1 EXTERIOR ELEVATION - WEST
1" = 20'-0"

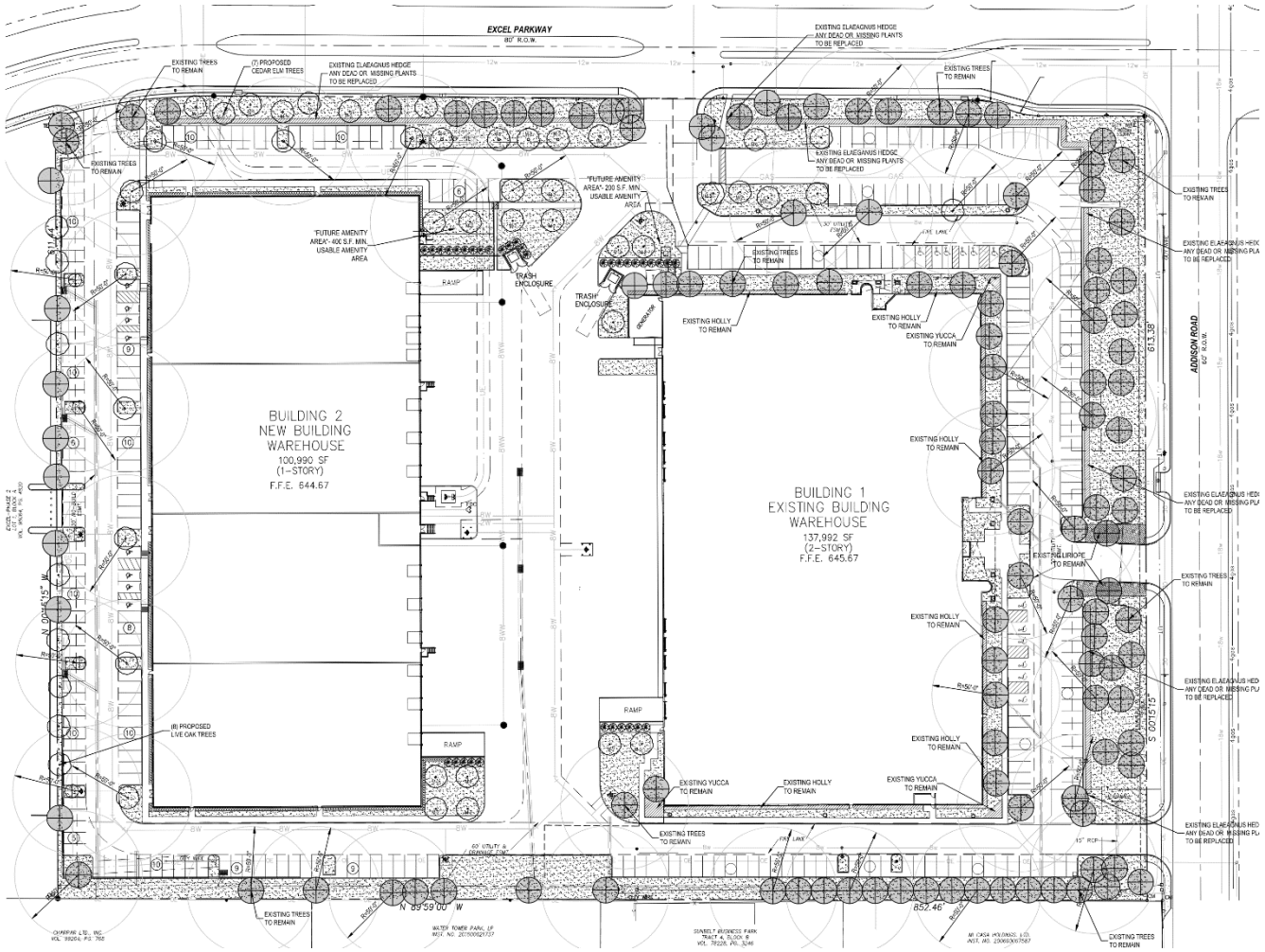
Case 1900-Z 16675 Addison Road, Phase II

PHASE II - FLOOR PLAN:

- 100,990 SF (1-story) Office/Warehouse
- 2-4 Tenants
- 13 Dock Doors



Case 1900-Z 16675 Addison Road, Phase II



PHASE II - PARKING:

The parking ratio is 1 space for each 1,000 SF. The site exceeds the parking ratio by 43 spaces (144 space are required).

OPEN SPACE AND LANDSCAPE:

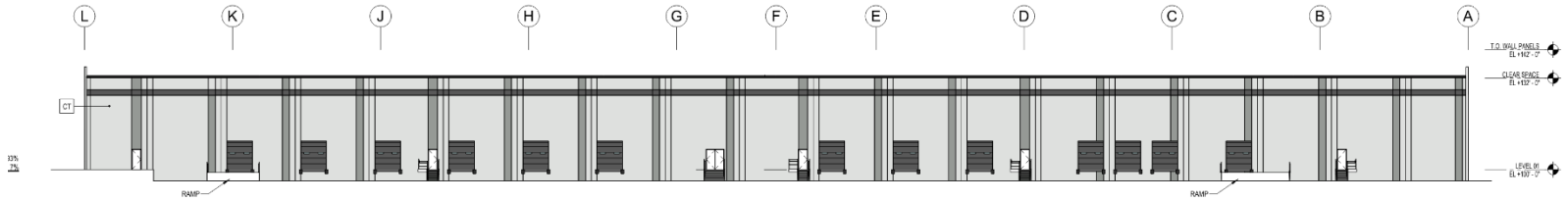
The site has met the open space and landscape buffer requirements.

For Phase II, 304 caliper inches are proposed to be removed. Mitigation will include 80 caliper inches on site and 228 caliper inches paid in lieu of tree mitigation ($43,776).

Case 1900-Z 16675 Addison Road, Phase II

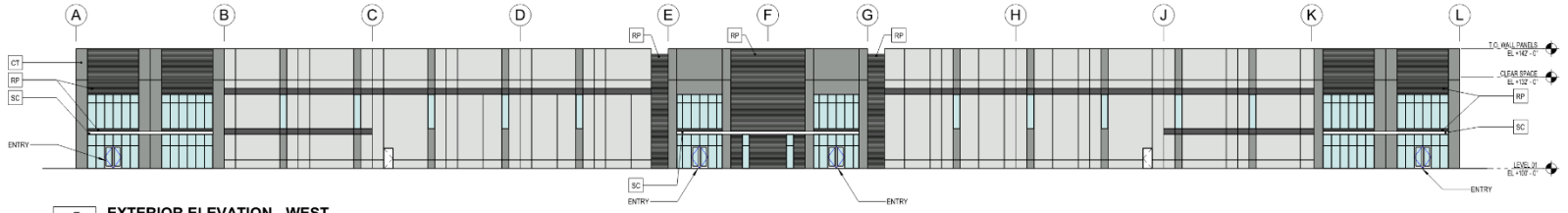
PHASE II - EXTERIOR APPEARANCE:

- Phase II will be consistent with the appearance of the existing building, Phase I.
- Façade plan complies with Town requirements.



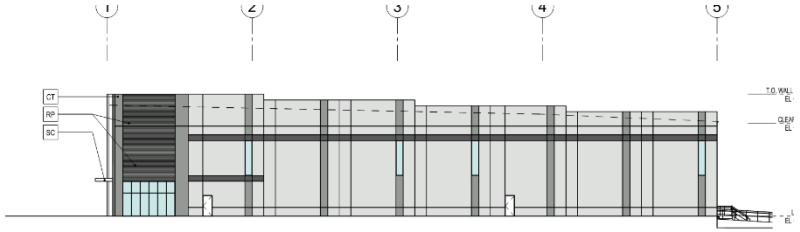
2 EXTERIOR ELEVATION - EAST
1" = 20'-0"

3 EXTERIOR ELEVATION - NORTH
1" = 20'-0"



1 EXTERIOR ELEVATION - WEST
1" = 20'-0"

CASE No. 1900-Z



4 EXTERIOR ELEVATION - SOUTH
1" = 20'-0"

Case 1900-Z 16675 Addison Road, Phase II

PUBLIC NOTICE:

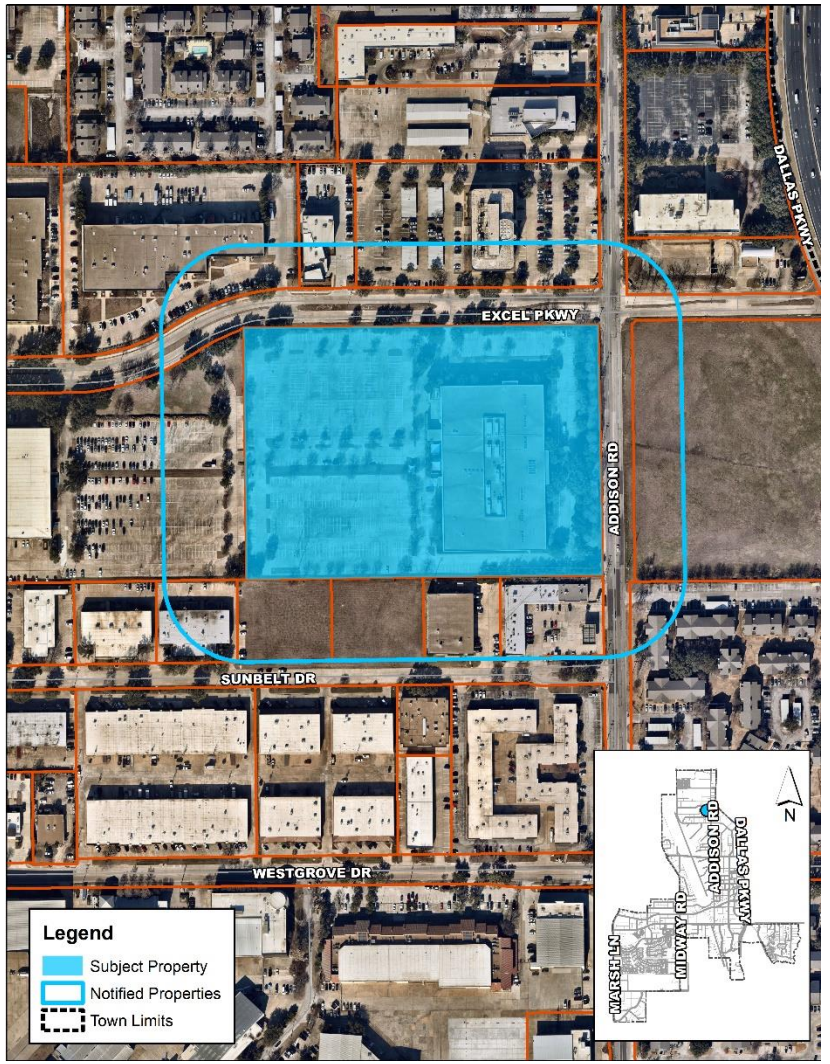
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 13

FOR: None
AGAINST: None
NEUTRAL: None

PLANNING & ZONING COMMISSION ACTION:

Approval: 6-0



Case 1900-Z 16675 Addison Road, Phase II

RECOMMENDATION:

Staff recommends **approval of the Planned Development Amendment.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AND RESTATING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE NO. O23-32, FOR A 12.22± ACRE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF ADDISON ROAD AND EXCEL PARKWAY, AND ADDRESSED AS 16675 ADDISON ROAD, BY PROVIDING FOR ADOPTION OF AMENDED PERMITTED USES, DEVELOPMENT STANDARDS, AND DEVELOPMENT PLANS, FOR THE CONVERSION OF AN EXISTING CALL CENTER SITE TO A MULTI-BUILDING OFFICE/WAREHOUSE DEVELOPMENT AND ASSOCIATED SITE IMPROVEMENTS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, on July 11, 2023, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O23-032 ("PD O23-032") for a 12.22± acre property generally located at the southwest corner of Addison Road and Excel Parkway; and

WHEREAS, at its regular meeting held on October 17, 2023, the Planning & Zoning Commission considered and made recommendations on a request to amend the PD Ordinances for a 12.22± acre property generally located at 16675 Addison Road and being further described within **Exhibit A** attached hereto (the "Subject Property") to provide for adoption of amended permitted uses, development standards, and development plans, for the conversion of an existing call center site to a multi-building office/warehouse development and associated site improvements (Case No. 1900-Z); and

WHEREAS, the City Council desires to amend and restate the PD O23-032, in its entirety, to provide for adoption of the amended permitted uses, development standards, and development plans, for the conversion of an existing call center site to a multi-building office/warehouse development and associated site improvements as set forth in this ordinance; and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended for the Subject Property so as to repeal the previous regulations established by PD O23-032 for the Subject Property and replace said regulations with the following:

(a) Prior to issuance of a Certificate of Occupancy, said Subject Property shall comply with the Permitted Uses and Development Standards (the "Development Standards"), which area attached hereto as **Exhibit B**, and made a part hereof for all purposes.

(b) The Subject Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans, which are attached hereto as **Exhibit C**, and made a part hereof for all purposes.

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

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

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***NOVEMBER 2023.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

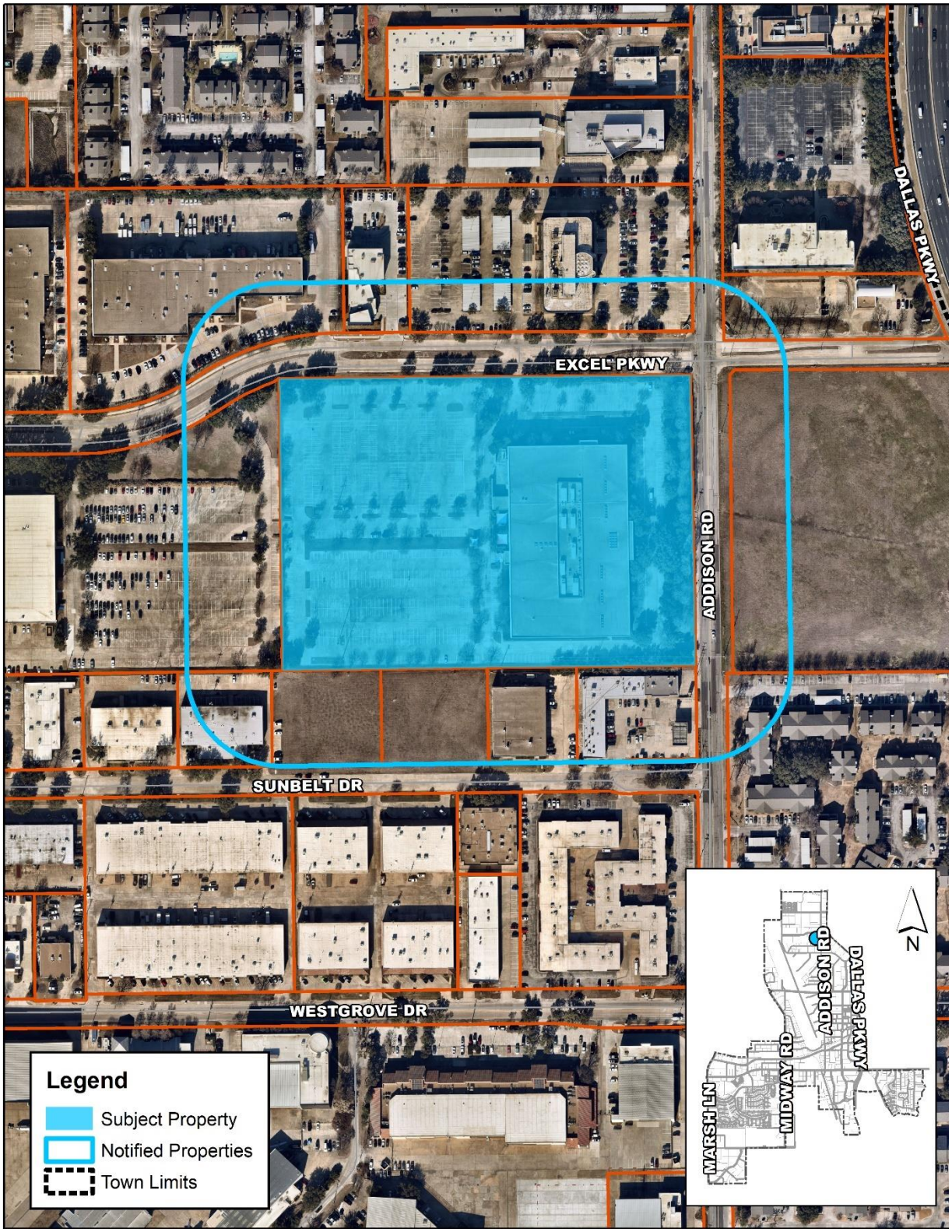


EXHIBIT A

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

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

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

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

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

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

1) Along said curve to the right having a radius of 460.00 feet, a central angle of 15°36'54", an arc distance of 125.37 feet, and a chord which bears N82°24'49"E, a distance of 124.98 feet to a 1/2 inch iron rod found for the point of tangency;

2) S89°46'45"E, a distance of 740.48 feet to the point of beginning. Containing 12.22 acres of land, more or less, with these metes and bounds.

EXHIBIT A

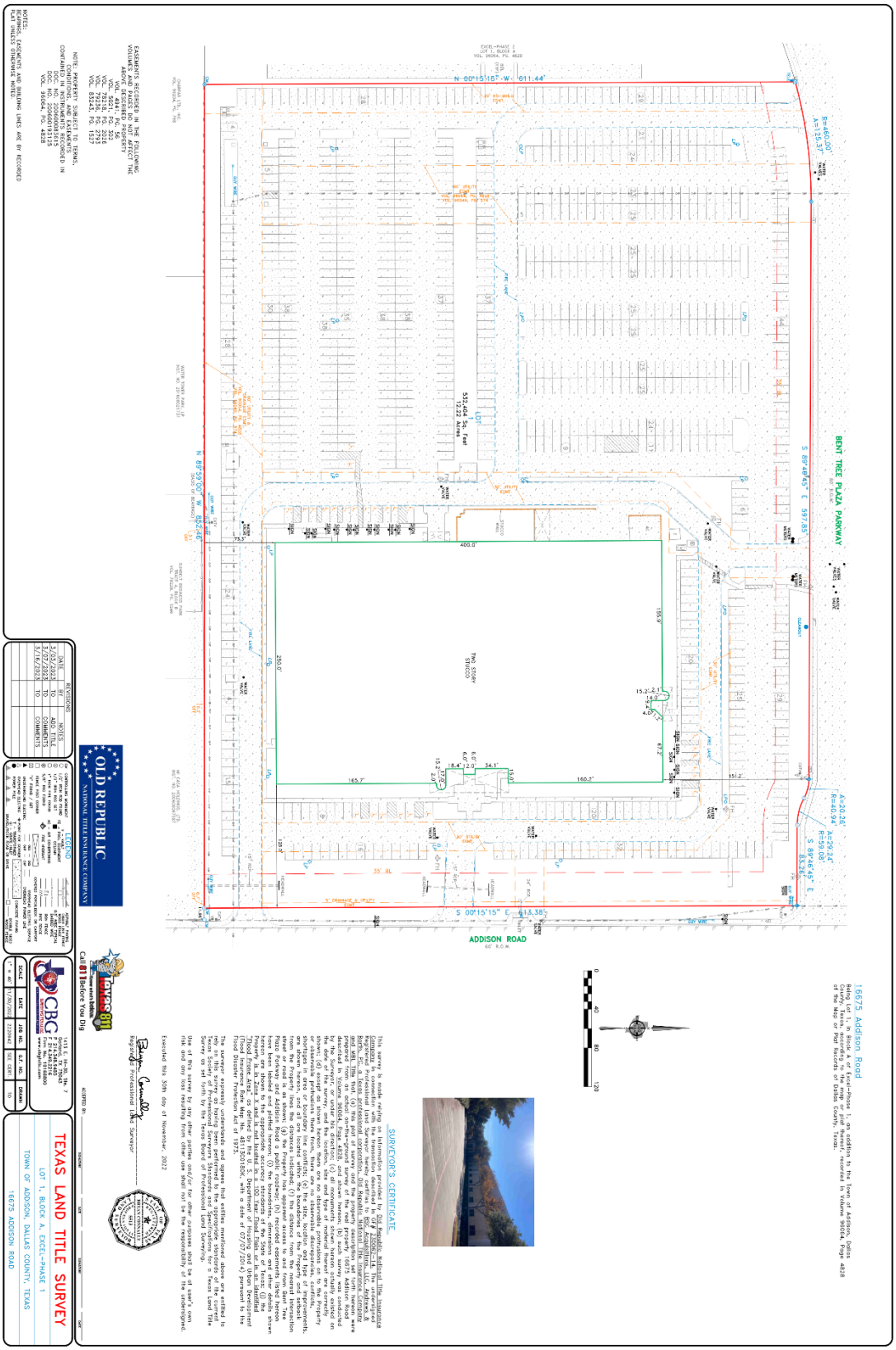

BENT TREE PLAZA PARKWAY
ADDISON ROAD
16675 Addison Road
TEXAS LAND TITLE SURVEY
LOT 1, BLOCK A, EXCEL-PHASE 1
TOWN OF ADDISON, DALLAS COUNTY, TEXAS
16675 ADDISON ROAD
SURVEYOR'S CERTIFICATE
OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY
CBG
Texas Boundary Solutions
Call 811 Before You Dig

EXHIBIT B

16675 Addison Road
Permitted Uses Development Standards

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

2. SITE PLAN.

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

3. LANDSCAPE PLAN.

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

4. FAÇADE PLAN.

    a. The development of the Property shall comply with the attached Façade Plans.

5. FLOOR PLAN.

    a. The development of the Property shall comply with the attached Floor Plans for Building 1 and Building 2. Modifications to the interior floor plans may be approved by the Director of Development Services, or designee, as long as the building footprint does not change, and all conditions of this ordinance are met.

    b. Tenant occupancy greater than 50,495 square feet within Building 2 (as depicted on the Site Plan) shall require approval of a Special Use Permit (SUP), unless one of the following conditions are met:
        i. Greater than 35% of the total floor area is utilized as office, showroom, or lab space; or
        ii. A minimum of 75% of the total floor area is climate controlled.

    c. Building 2 (as depicted on the Site Plan) shall have doors and/or windows, which provide access and/or visibility into an interior lobby or office space along the north façade.

6. PARKING.

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

7. OUTSIDE STORAGE.

a. Except for equipment or materials stored on a construction site or used for a temporary construction project, long term outside storage of goods or materials is prohibited.

b. The overnight storage of trailers may only be permitted if it is screened from all public rights-of-way. All trailers stored on site shall be registered and operable.

8. LOADING AND UNLOADING.

a. All loading and unloading facilities shall be screened from all public rights-of-way by a screening wall and landscaping, as depicted on the attached Landscape Plan.

b. There shall be a maximum of ten (10) dock doors permitted within Phase I.

c. There shall be a maximum of thirteen (13) dock doors permitted within Phase II.

9. AMENITY AREA.

a. A minimum of 200 square feet of usable amenity area shall be provided for Phase I, as depicted on the Concept Plan.

b. A minimum of 400 square feet of amenity area shall be provided for Phase II, as depicted on the Concept Plan.

c. The amenity areas on the Property shall include improvements defined at the time of submittal of a Building Permit. Improvements may include recreation or fitness facilities, shade structure(s) with seating area(s), or similar enhancements.

EXHIBIT C

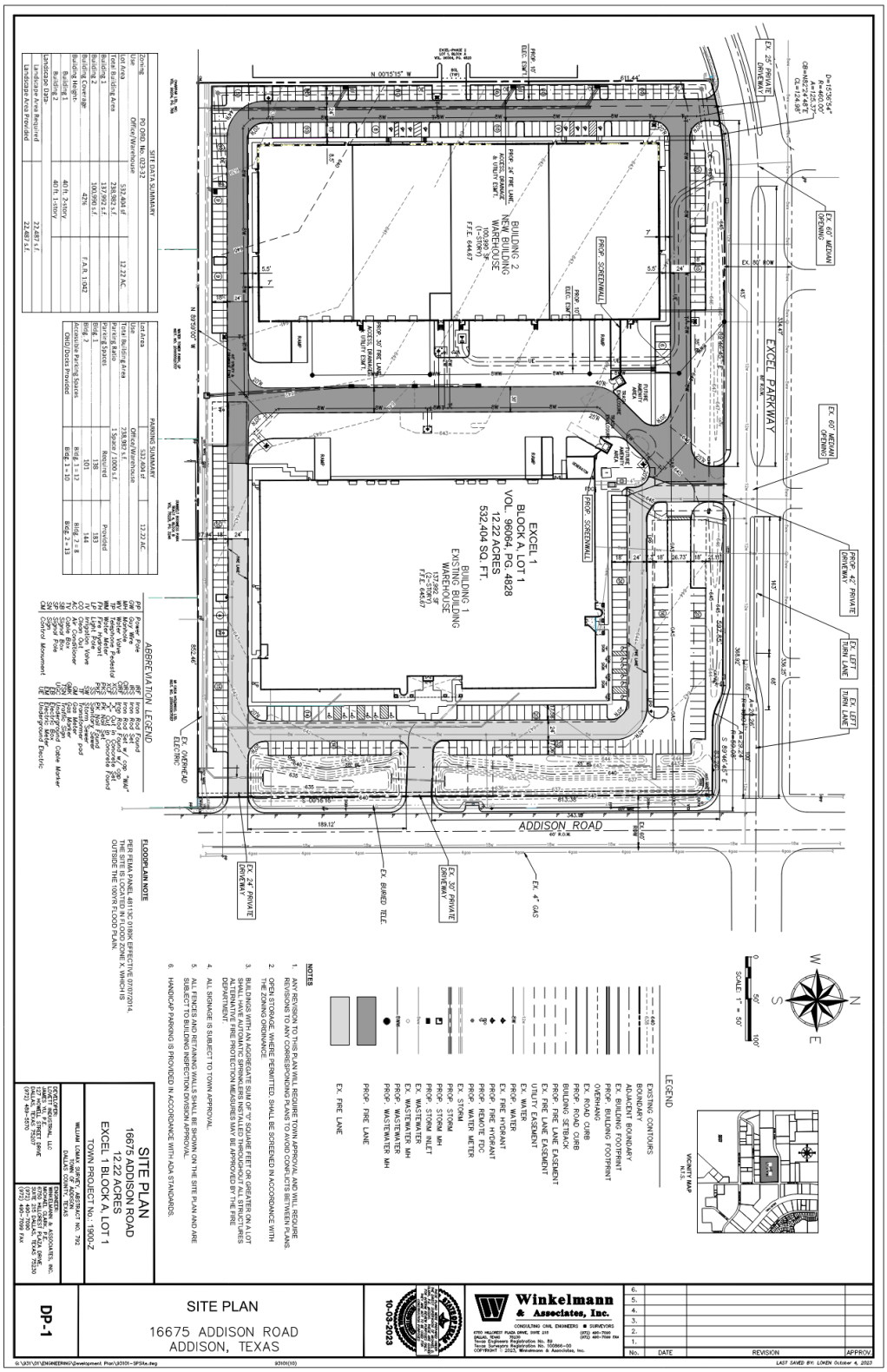

SITE PLAN
16675 ADDISON ROAD
ADDISON, TEXAS
DP-1
SITE PLAN
16675 ADDISON ROAD
12.22 ACRES
EXCEL 1 BLOCK A, LOT 1
TOWN PROJECT No.: 1900-Z
WILLIAM LOMAX SURVEY, ABSTRACT NO. 792
DALLAS COUNTY, TEXAS
EXCELDFW
EXCEL DEVELOPMENT, LLC
JAMES TU, P.E.
5307 E. MOCKINGBIRD LANE
DALLAS, TEXAS 75206
(972) 504-3370
ENGINEER:
WINKELMANN & ASSOCIATES, INC.
MICHAEL OLIVER, P.E.
6750 HILLCREST PLAZA DRIVE, SUITE 315
DALLAS, TEXAS 75230
(972) 490-7090 FAX
Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
10-03-2023
LEGEND
EXISTING CONTOURS
BOUNDARY
ADJACENT BOUNDARY
EX. BUILDING FOOTPRINT
PROP. BUILDING FOOTPRINT
CONCRETE PAVING
EX. ROAD CURB
PROP. ROAD CURB
BUILDING SETBACK
PROP. FIRE LANE EASEMENT
EX. FIRE LANE EASEMENT
UTILITY EASEMENT
EX. WATER
PROP. WATER
EX. FIRE HYDRANT
PROP. FIRE HYDRANT
PROP. REMOTE FDC
PROP. WATER METER
EX. STORM
PROP. STORM
EX. STORM MH
PROP. STORM MH
EX. STORM INLET
PROP. STORM INLET
EX. WASTEWATER
EX. WASTEWATER MH
PROP. WASTEWATER
PROP. WASTEWATER MH
EX. FIRE LANE
PROP. FIRE LANE
VICINITY MAP
N.T.S.
SCALE: 1" = 50'
NOTES
1. ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. BUILDINGS WITH AN AGGREGATE SUM OF "Y" SQUARE FEET OR GREATER ON A LOT SHALL HAVE AUTOMATIC SPRINKLERS INSTALLED THROUGHOUT ALL STRUCTURES AS REQUIRED BY FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
4. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
5. ALL FENCES AND RETAINING WALLS REQUIRE APPROVAL ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
6. HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.
FLOODPLAIN NOTE
PER FEMA PANEL 48113C 0180K EFFECTIVE 07/07/2014
THIS SITE IS LOCATED IN ZONE X, WHICH IS OUTSIDE THE 100YR FLOOD PLAIN.
ABBREVIATION LEGEND
SITE DATA SUMMARY
PARKING SUMMARY
EXCEL 1
BLOCK A, LOT 1
VOL. 96084, PG. 4828
12.22 ACRES
532,404 SQ. FT.
BUILDING 1
EXISTING BUILDING
137,992 SF
FFE 645.67
BUILDING 2
NEW BUILDING
WAREHOUSE
(1-STORY)
FFE 644.67
EXCEL PARKWAY
ADDISON ROAD
60' R.O.W.
PROP. 42' PRIVATE DRIVEWAY
EX. LEFT TURN LANE
EX. 60' MEDIAN OPENING
EX. 25' PRIVATE DRIVEWAY
EX. 24' PRIVATE DRIVEWAY
EX. 30' PRIVATE DRIVEWAY
EX. BURIED TELE.
EX. 4" GAS
EX. OVERHEAD ELECTRIC
PROP. SCREENWALL
PROP. 30' FIRE LANE ACCESS, DRAINAGE & UTILITY EASEMENT
PROP. 24' FIRELANE ACCESS & UTILITY EASEMENT
PROP. 10' ELEC. EASEMENT
FUTURE ACCESS AREA
FUTURE ELECTRIC AGENCY SERVICE AREA
EX. 50' ROW
EX. 80' ROW
EX. 44' B-B
EX. 30' B-B
EX. 40' B-B
EX. 24' B-B
EX. 36' B-B
EX. 60' ROW
EX. 70' ROW
EX. 64' B-B
EX. 48' B-B
EX. 32' B-B
EX. 56' B-B
EX. 52' B-B
EX. 28' B-B
EX. 34' B-B
EX. 38' B-B
EX. 54' B-B
EX. 46' B-B
EX. 62' B-B
EX. 66' B-B
EX. 68' B-B
EX. 72' B-B
EX. 74' B-B
EX. 76' B-B
EX. 78' B-B
EX. 82' B-B
EX. 84' B-B
EX. 86' B-B
EX. 88' B-B
EX. 90' B-B
EX. 92' B-B
EX. 94' B-B
EX. 96' B-B
EX. 98' B-B
EX. 100' B-B
EX. 102' B-B
EX. 104' B-B
EX. 106' B-B
EX.

EXHIBIT C

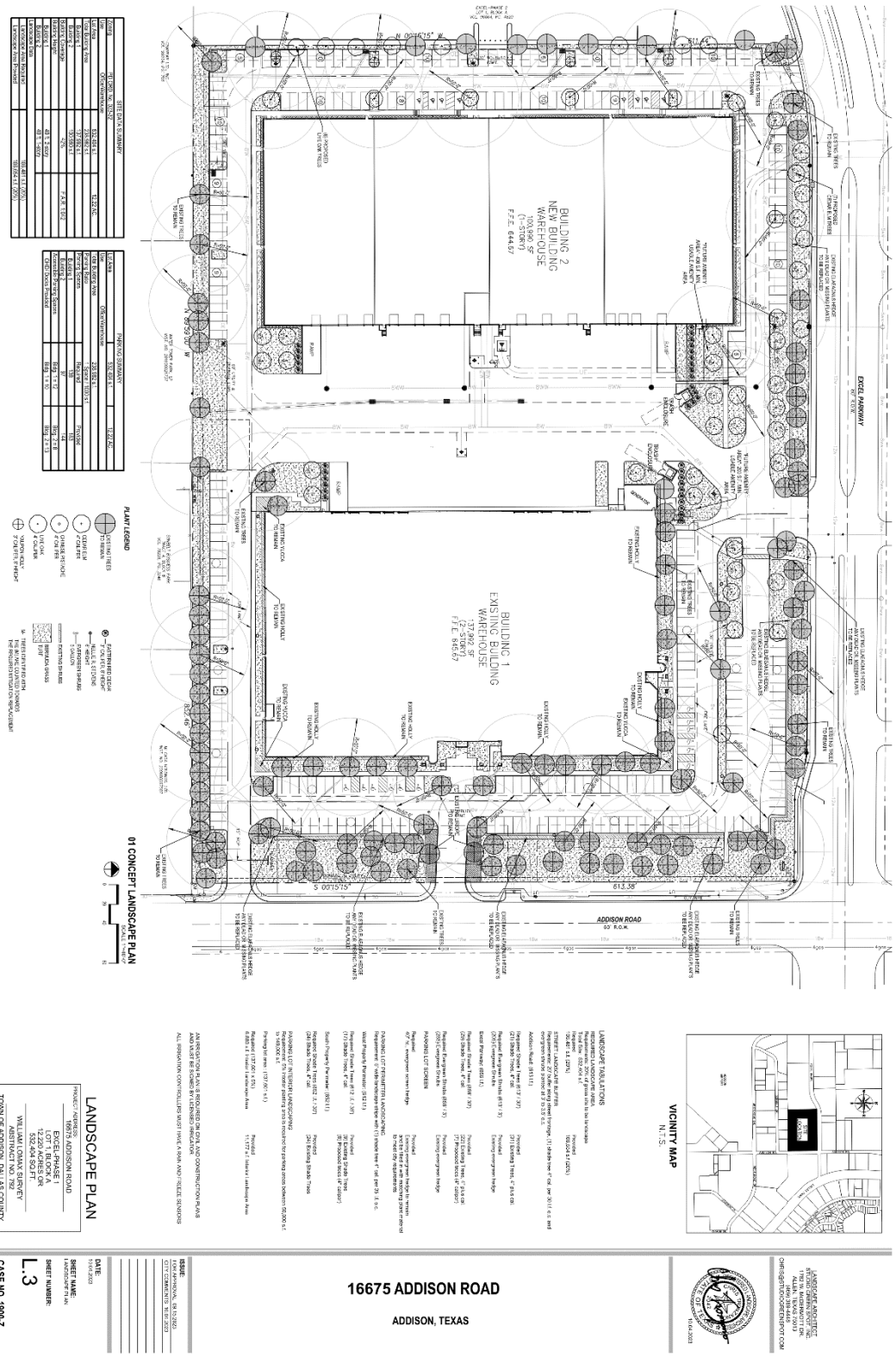

BUILDING 2
NEW BUILDING
WAREHOUSE
100,990 SF
(2 STORY)
F.F.E. 644.67
BUILDING 1
EXISTING BUILDING
WAREHOUSE
(2 STORY)
F.F.E. 645.67
EXCEL PARKWAY
80' R.O.W.
ADDISON ROAD
80' R.O.W.
N 89°59'00" W
613.38'
S 00°15'15" E
SITE DATA SUMMARY
PARKING SUMMARY
PLANT LEGEND
01 CONCEPT LANDSCAPE PLAN
VICINITY MAP
N.T.S.
LANDSCAPE TABULATIONS
16675 ADDISON ROAD
ADDISON, TEXAS
LANDSCAPE PLAN
PROJECT ADDRESS:
16675 ADDISON ROAD
EXCEL-PHASE1
CITY OF ADDISON, TX
12.231 ACRES OR
532,404 SQ.FT.
WILLIAM LOMAX SURVEY
ABSTRACT NO. 782
TOWN OF ADDISON, DALLAS COUNTY
DATE:
10.07.2020
SHEET NAME:
LANDSCAPE PLAN
SHEET NUMBER:
L.3
CASE NO. 1900-Z
ISSUED:
FOR APPROVAL 09.30.2020
CITY COMMENTS 10.07.2020
LANDSCAPE ARCHITECT:
TIM MCMEEKIN
1782 N. MCDERMOTT DR.
ALLEN, TEXAS 75013
CHRIS@TIMOOREINSPOT.COM

EXHIBIT C

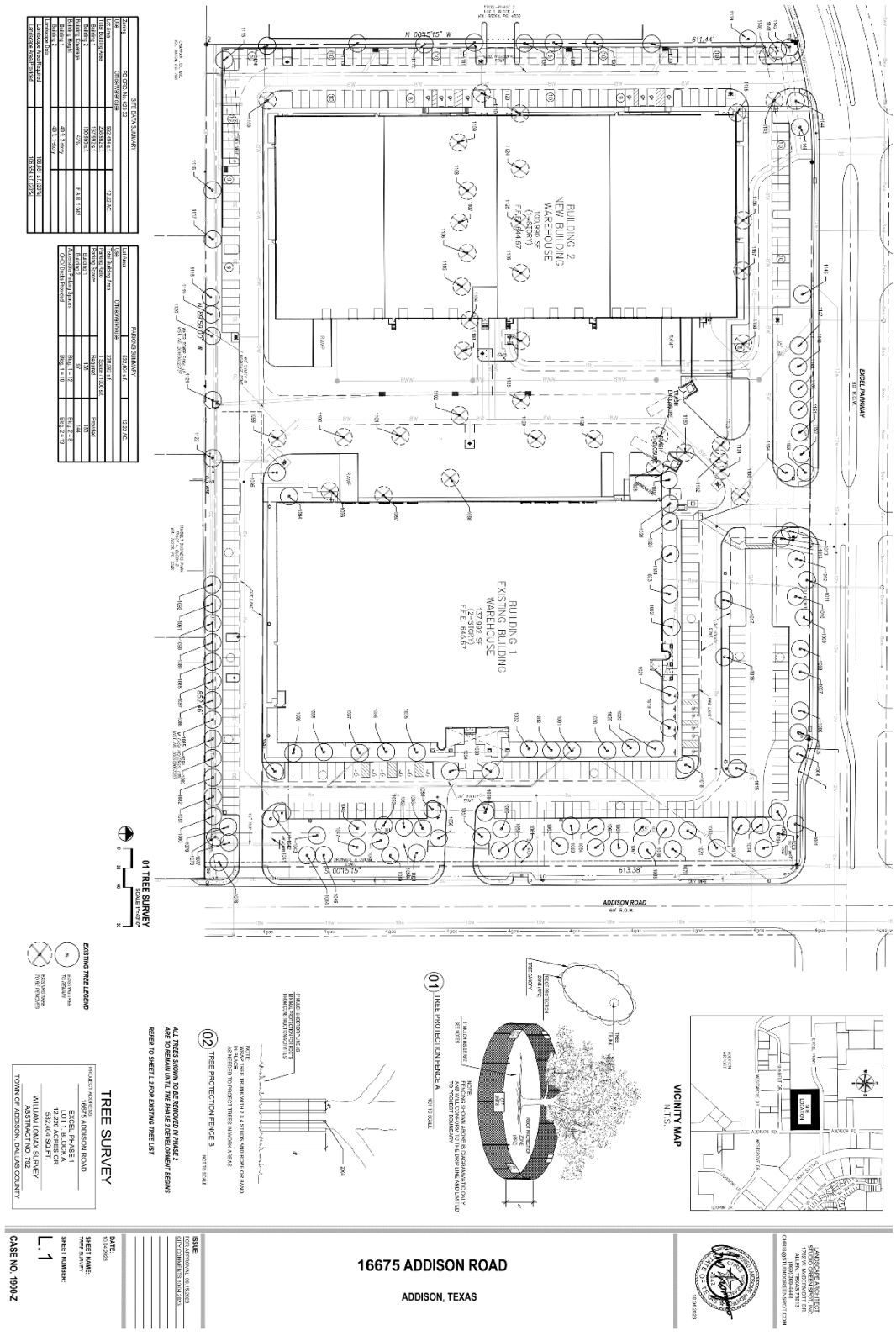

BUILDING 2
NEW BUILDING
WAREHOUSE
(2-STORY)
F.F.E. 644.67
BUILDING 1
EXISTING BUILDING
WAREHOUSE
(2-STORY)
F.F.E. 645.67
EXCEL PARKWAY
ADDISON ROAD
N 00°15'15" W
611.44'
S 00°15'15" E
613.38'
01 TREE SURVEY
SCALE: 1" = 50'-0"
EXISTING TREE LEGEND
EXISTING TREE TO REMAIN
EXISTING TREE TO BE REMOVED
ALL TREES SHOWN TO BE REMOVED IN PHASE 2 ARE TO REMAIN UNTIL THE PHASE 2 DEVELOPMENT BEGINS
REFER TO SHEET L.1 FOR EXISTING TREE LIST
02 TREE PROTECTION FENCE B
NOT TO SCALE
01 TREE PROTECTION FENCE A
NOT TO SCALE
VICINITY MAP
N.T.S.
TREE SURVEY
PROJECT ADDRESS:
16675 ADDISON ROAD
EXCEL-PHASE 1
LOT 1, BLOCK A
7.22± ACRES OR
532,404 SQ. FT.
WILLIAM LOMAX SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY
16675 ADDISON ROAD
ADDISON, TEXAS
ISSUE
DATE:
SHEET NAME:
TREE SURVEY
SHEET NUMBER:
L.1
CASE NO. 1900-Z

EXHIBIT C

PHASE 1
EXISTING TREE CHART

NO.	SIZE (IN)	TYPE	STATUS	NO.	SIZE (IN)	TYPE	STATUS
3001	14	SWEETGUM	REMAIN	3062	14	BALD CYPRESS	REMAIN
3002	14	SWEETGUM	REMAIN	3063	14	CEDAR ELM	REMAIN
3003	12	SWEETGUM	REMAIN	3064	14	ELM	REMAIN
3004	12	SWEETGUM	REMAIN	3065	14	BALD CYPRESS	REMAIN
3005	12	SWEETGUM	REMAIN	3066	20	BALD CYPRESS	REMAIN
3006	12	SWEETGUM	REMAIN	3067	16	ELM	REMAIN
3007	14	ELM	REMAIN	3068	20	ELM	REMAIN
3008	14	ELM	REMAIN	3069	20	ELM	REMAIN
3009	12	LIVE OAK	REMAIN	3070	21	BALD CYPRESS	REMAIN
3010	16	LIVE OAK	REMAIN	3071	30	ELM	REMAIN
3011	18	LIVE OAK	REMAIN	3072	18	BALD CYPRESS	REMAIN
3012	12	LIVE OAK	REMAIN	3073	18	CEDAR ELM	REMAIN
3013	12	LIVE OAK	REMAIN	3074	14	SWEETGUM	REMAIN
3014	14	ELM	REMAIN	3075	24	LIVE OAK	REMAIN
3015	12	ELM	REMAIN	3076	20	LIVE OAK	REMAIN
3016	12	ELM	REMAIN	3077	20	LIVE OAK	REMAIN
3017	27	LIVE OAK	REMAIN	3078	20	LIVE OAK	REMAIN
3018	27	LIVE OAK	REMAIN	3079	20	LIVE OAK	REMAIN
3019	12	ELM	REMAIN	3080	18	CEDAR ELM	REMAIN
3020	11	ELM	REMAIN	3081	20	CEDAR ELM	REMAIN
3021	14	ELM	REMAIN	3082	20	CEDAR ELM	REMAIN
3022	12	ELM	REMAIN	3083	24	CEDAR ELM	REMAIN
3023	11	ELM	REMAIN	3084	18	CEDAR ELM	REMAIN
3024	14	ELM	REMAIN	3085	16	CEDAR ELM	REMAIN
3025	26	CEDAR ELM	REMAIN	3086	20	CEDAR ELM	REMAIN
3026	14	CEDAR ELM	REMAIN	3087	24	CEDAR ELM	REMAIN
3027	35	CEDAR ELM	REMAIN	3088	30	CEDAR ELM	REMAIN
3028	36	CEDAR ELM	REMAIN	3089	24	CEDAR ELM	REMAIN
3029	11	ELM	REMAIN	3090	30	CEDAR ELM	REMAIN
3030	12	ELM	REMAIN	3091	30	CEDAR ELM	REMAIN
3031	12	ELM	REMAIN	3092	24	CEDAR ELM	REMAIN
3032	10	LIVE OAK	REMAIN	3093	30	CEDAR ELM	REMAIN
3033	24	LIVE OAK	REMAIN	3094	24	CEDAR ELM	REMAIN
3034	24	LIVE OAK	REMAIN	3095	24	ELM	REMAIN
3035	12	ELM	REMAIN	3096	24	ELM	REMAIN
3036	12	ELM	REMAIN	3097	30	ELM	REMAIN
3037	12	ELM	REMAIN	3098	17	ELM	TO BE REMOVED
3038	12	ELM	REMAIN	3099	12	ELM	TO BE REMOVED
3039	12	ELM	REMAIN	3100	12	CHINESE PISTACHE	TO BE REMOVED
3040	11	ELM	REMAIN	3101	16	CHINESE PISTACHE	TO BE REMOVED
3041	12	ELM	REMAIN	3102	12	CHINESE PISTACHE	TO BE REMOVED
3042	20	BALD CYPRESS	REMAIN	3103	18	CHINESE PISTACHE	TO BE REMOVED
3043	24	BALD CYPRESS	REMAIN	3104	15	ELM	TO BE REMOVED
3044	24	BALD CYPRESS	REMAIN	3105	11	ELM	REMAIN
3045	21	BALD CYPRESS	REMAIN	3106	11	ELM	REMAIN
3046	24	BALD CYPRESS	REMAIN	3107	11	ELM	REMAIN
3047	20	BALD CYPRESS	REMAIN	3108	11	ELM	REMAIN
3048	24	BALD CYPRESS	REMAIN	3109	11	ELM	REMAIN
3049	21	BALD CYPRESS	REMAIN	3110	11	ELM	REMAIN
3050	21	BALD CYPRESS	REMAIN	3111	11	ELM	REMAIN
3051	18	BALD CYPRESS	REMAIN	3112	11	ELM	REMAIN
3052	10	CEDAR ELM	REMAIN	3113	11	ELM	REMAIN
3053	10	CEDAR ELM	REMAIN	3114	11	ELM	REMAIN
3054	24	LIVE OAK	REMAIN	3115	11	ELM	REMAIN
3055	24	LIVE OAK	REMAIN	3116	11	ELM	REMAIN
3056	21	LIVE OAK	REMAIN	3117	11	ELM	REMAIN
3057	27	LIVE OAK	REMAIN	3118	11	ELM	REMAIN
3058	34	LIVE OAK	REMAIN	3119	11	ELM	REMAIN
3059	36	LIVE OAK	REMAIN	3120	11	ELM	REMAIN
3060	30	LIVE OAK	REMAIN	3121	11	ELM	REMAIN
3061	23	BALD CYPRESS	REMAIN	3122	11	CHINESE PISTACHE	REMAIN
				3123	11	CHINESE PISTACHE	TO BE REMOVED
				3124	11	ELM	TO BE REMOVED
				3125	15	ELM	TO BE REMOVED
				3126	15	ELM	TO BE REMOVED
				3127	12	ELM	TO BE REMOVED
				3128	15	ELM	REMAIN
				3129	15	ELM	REMAIN
				3130	18	LIVE OAK	REMAIN
				3131	11	ELM	TO BE REMOVED
				3132	14	CEDAR ELM	REMAIN
				3133	25	LIVE OAK	TO BE REMOVED
				3134	21	LIVE OAK	REMAIN
				3135	9	CHINESE PISTACHE	TO BE REMOVED
				3136	9	CHINESE PISTACHE	TO BE REMOVED
				3137	24	CHINESE PISTACHE	TO BE REMOVED
				3138	16	CHINESE PISTACHE	TO BE REMOVED
				3139	18	CHINESE PISTACHE	TO BE REMOVED
				3140	20	CHINESE PISTACHE	TO BE REMOVED
				3141	21	CHINESE PISTACHE	TO BE REMOVED
				3142	14	CHINESE PISTACHE	REMAIN
				3143	14	CHINESE PISTACHE	REMAIN
				3144	14	CHINESE PISTACHE	REMAIN
				3145	14	CHINESE PISTACHE	REMAIN
				3146	14	CHINESE PISTACHE	REMAIN
				3147	14	CHINESE PISTACHE	REMAIN
				3148	14	CHINESE PISTACHE	REMAIN
				3149	14	CHINESE PISTACHE	REMAIN
				3150	14	CHINESE PISTACHE	REMAIN
				3151	14	CHINESE PISTACHE	REMAIN
				3152	14	CHINESE PISTACHE	REMAIN
				3153	14	CHINESE PISTACHE	REMAIN
				3154	14	CHINESE PISTACHE	REMAIN

TREES: 191 CALIPER INCHES TO BE REMOVED

0 PROPOSED X CALIPER TREES (@ CALIPER INCHES TO BE PLANTED ON SITE

0 TREES TO BE PLANTED OFF SITE TO MEET TOWN'S TREE PRESERVATION FUND

$ 0.00 X 191 CALIPER INCHES = $0.00 DUE TO THE TOWN'S TREE PRESERVATION FUND

PHASE 2
EXISTING TREE CHART

NO.	SIZE (IN)	TYPE	STATUS
3135	9	CHINESE PISTACHE	TO BE REMOVED
3136	9	CHINESE PISTACHE	TO BE REMOVED
3137	24	CHINESE PISTACHE	TO BE REMOVED
3138	16	CHINESE PISTACHE	TO BE REMOVED
3139	18	CHINESE PISTACHE	TO BE REMOVED
3140	20	CHINESE PISTACHE	TO BE REMOVED
3141	21	CHINESE PISTACHE	TO BE REMOVED
3142	14	CHINESE PISTACHE	REMAIN
3143	14	CHINESE PISTACHE	REMAIN
3144	14	CHINESE PISTACHE	REMAIN
3145	14	CHINESE PISTACHE	REMAIN
3146	14	CHINESE PISTACHE	REMAIN
3147	14	CHINESE PISTACHE	REMAIN
3148	14	CHINESE PISTACHE	REMAIN
3149	14	CHINESE PISTACHE	REMAIN
3150	14	CHINESE PISTACHE	REMAIN
3151	14	CHINESE PISTACHE	REMAIN
3152	14	CHINESE PISTACHE	REMAIN
3153	14	CHINESE PISTACHE	REMAIN
3154	14	CHINESE PISTACHE	REMAIN

20 TREES: 344 CALIPER INCHES TO BE REMOVED

20 PROPOSED X 4" CALIPER TREES (80 CALIPER INCHES TO BE PLANTED ON SITE

264 CALIPER INCHES OF TREES TO BE PAID WITH PARK LAND DEDICATION FEE @ $100.00 PER CALIPER INCH

$ 26,400.00 CALIPER INCHES PAID TO THE TOWN'S TREE PRESERVATION FUND

VICINITY MAP
N.T.S.

16675 ADDISON ROAD

ADDISON, TEXAS

LANDSCAPE ARCHITECT:
STEPHEN R. WICHTENDITT, RLA
TITLE OF WICHTENDITT, INC.
ADDRESS 4851 LBJ FREEWAY, SUITE 570
DALLAS, TEXAS 75244
PHONE 972-644-2800
EMAIL CHRISSIE@LUDOWSKIEXPO1.COM

TREE SURVEY LISTS

PROJECT ADDRESS: 16675 ADDISON ROAD

EXCEL-PHASE 1
LOT 1, BLOCK A
11.222 ACRES OR
532,444 SQ.FT.
WILLIAM LOMAX SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY

ISSUE:
PLAT SUBMITTAL 09.15.2023
CITY COMMENTS 10.24.2023

DATE:
10.24.2023

SHEET NAME:
TREE SURVEY LISTS

SHEET NUMBER:
L.2

CASE NO. 1900-Z

Town of Addison, Texas
Ordinance No.
Case No. 1900-Z/16675 Addison Road (Phase II)

EXHIBIT C

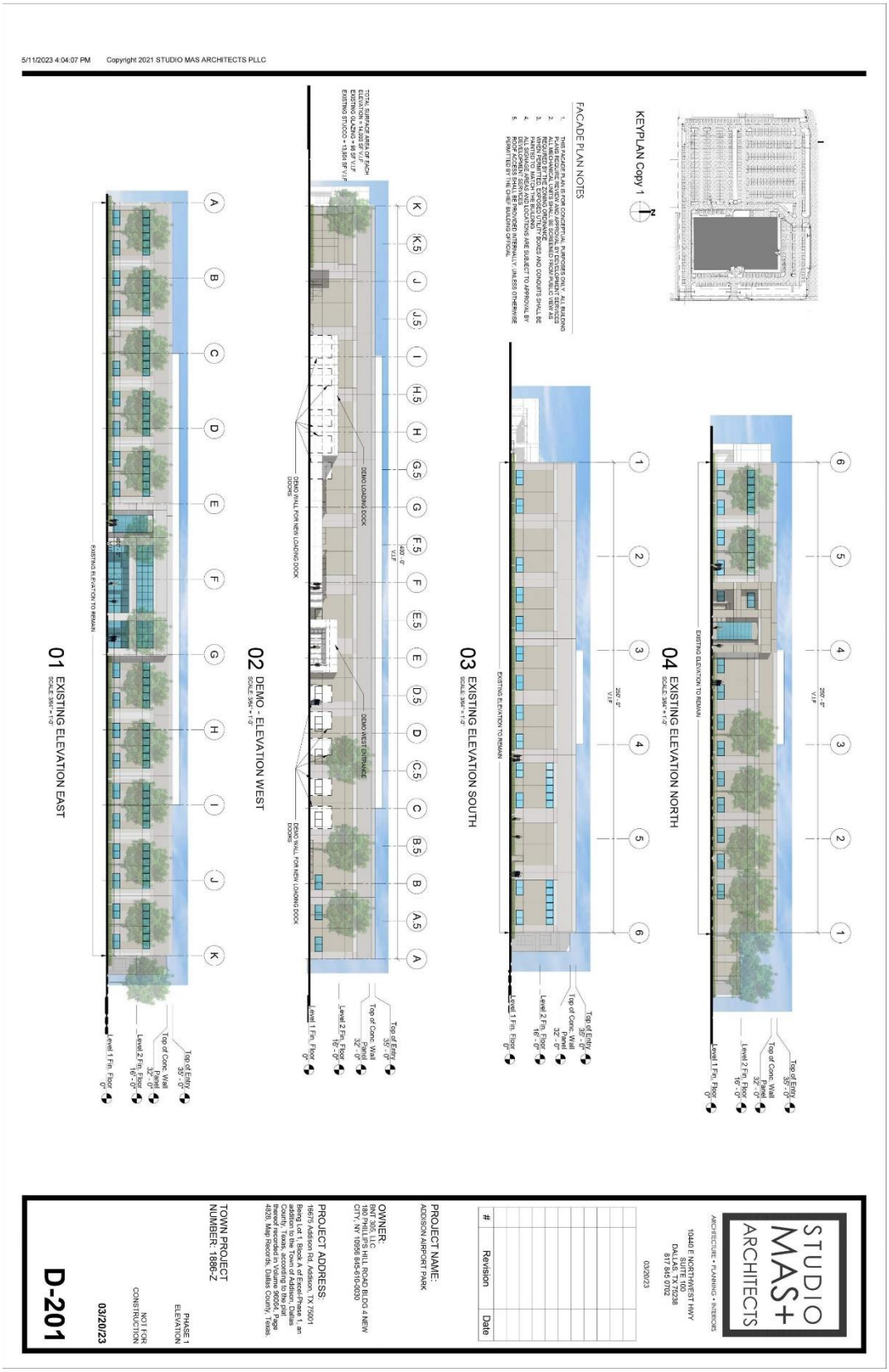

5/11/2023 4:04:07 PM
Copyright 2021 STUDIO MAS ARCHITECTS PLLC
KEYPLAN Copy 1
FACADE PLAN NOTES
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING ELEVATIONS SHALL COMPLY WITH ALL APPLICABLE REQUIREMENTS.
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS REQUIRED BY THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH ADJACENT BUILDING SURFACE.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY PERMIT AND SEPARATE APPLICATION.
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.
04 EXISTING ELEVATION NORTH
SCALE: 3/64" = 1'-0"
EXISTING ELEVATION TO REMAIN
03 EXISTING ELEVATION SOUTH
SCALE: 3/64" = 1'-0"
EXISTING ELEVATION TO REMAIN
02 DEMO - ELEVATION WEST
SCALE: 3/64" = 1'-0"
TOTAL SURFACE AREA OF FACH ELEVATION = 11,520 SF
EXISTING GLAZING = 88 SF/ V.I.F
EXISTING STUCCO = 1320 SF/ V.I.F
DEMO LOADING DOCK
DEMO WEST ENTRANCE
DEMO WALL FOR NEW LOADING DOOR
DEMO WALL FOR NEW LOADING DOOR
01 EXISTING ELEVATION EAST
SCALE: 3/64" = 1'-0"
EXISTING ELEVATION TO REMAIN
STUDIO MAS+ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIORS
10440 E NORTHWEST HWY
SUITE 210
DALLAS, TX 75238
817 845 0702
03/20/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER:
RMT 365, LLC
180 PHILLIPS HILL ROAD BLDG 4 NEW CITY, NY 10956 845-610-0030
PROJECT ADDRESS:
16675 Addison Rd, Addison, TX 75001
Being Lot 1, Block A of Addison Plaza Addition, Phase 1, an Addition to the Town of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 84004, Pages 4020, Map Records, Dallas County, Texas.
TOWN PROJECT NUMBER: 1886-Z
PHASE 1 ELEVATION
NOT FOR CONSTRUCTION
03/20/23
D-201

EXHIBIT C

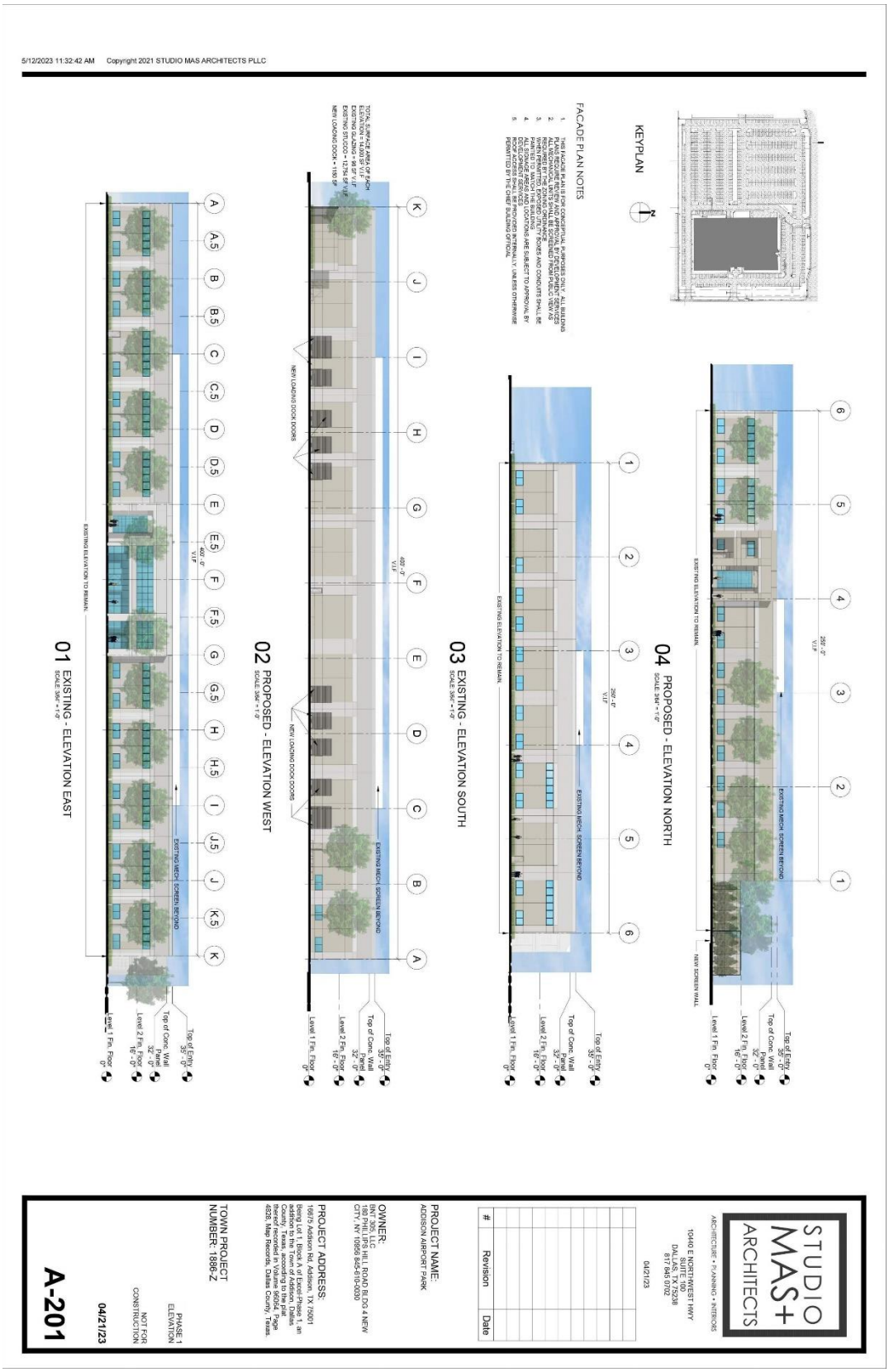

5/12/2023 11:32:42 AM Copyright 2021 STUDIO MAS ARCHITECTS PLLC
KEYPLAN
FACADE PLAN NOTES
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING
2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW AS
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE
4. ALL STORAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY
5. ROOF ACCESS SHALL BE PROVIDED INTERNALLY. UNLESS OTHERWISE
PERMITTED BY THE CHIEF BUILDING OFFICIAL
04 PROPOSED - ELEVATION NORTH
SCALE 3/64" = 1'-0"
03 EXISTING - ELEVATION SOUTH
SCALE 3/64" = 1'-0"
02 PROPOSED - ELEVATION WEST
SCALE 3/64" = 1'-0"
01 EXISTING - ELEVATION EAST
SCALE 3/64" = 1'-0"
STUDIO MAS+ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIORS
1044 E NORTHWEST HWY
DALLAS, TX 75238
817 845 0702
04/21/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER:
PROJECT ADDRESS:
TOWN PROJECT NUMBER: 1886-Z
PHASE 1 ELEVATION
NOT FOR CONSTRUCTION
04/21/23
A-201

EXHIBIT C

5/11/2023 3:54:06 PM
Copyright 2021 STUDIO MAS ARCHITECTS PLLC
PLAN NOTES
1 PROPOSED - LEVEL 1
SCALE: 1/8" = 1'-0"
STUDIO MAS+ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIORS
10440 E NORTHWEST HWY
SUITE 100
DALLAS, TX 75238
817 845 0702
03/22/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER:
RHT 365 LLC
180 PHILLIPS HILL ROAD BLDG 4 NEW
CITY, NY 10956 845-610-0030
PROJECT ADDRESS:
16675 Addison Rd, Addison, TX 75001
Being Lot 1, Block A of Addison Park Addition, Lot 1, an
Addition to the City of Addison, Dallas
County, Texas, according to the plat
thereof recorded in Volume 90004, Pages
4020, Map Records, Dallas County, Texas.
TOWN PROJECT
NUMBER: 1886-Z
PHASE 1
PROPOSED - PLAN LEVEL 1
NOT FOR
CONSTRUCTION
03/22/23
A-101

EXHIBIT C

4/11/2023 8:56:24 AM
Copyright 2021 STUDIO MAS ARCHITECTS PLLC
PLAN NOTES
01 PROPOSED - LEVEL 2
SCALE: 3/64" = 1'-0"
STUDIO MAS+ ARCHITECTS
ARCHITECTURE • PLANNING • INTERIORS
10440 E NORTHWEST HWY
SUITE 110
DALLAS, TX 75238
817 845 0702
03/20/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER:
RHT 365 LLC
180 PHILLIPS HILL ROAD BLDG 4 NEW
CITY, NY 10956 845-610-0030
PROJECT ADDRESS:
16675 Addison Rd, Addison, TX 75001
Being Lot 1, Block A of Addison Park Addition, Lot 1, an
Addition to the Town of Addison, Dallas
County, Texas, according to the plat
thereof recorded in Volume 98004, Page
4020, Map Records, Dallas County, Texas.
TOWN PROJECT NUMBER:
PHASE 1
PROPOSED - PLAN LEVEL 2
NOT FOR CONSTRUCTION
03/20/23
A-102

EXHIBIT C

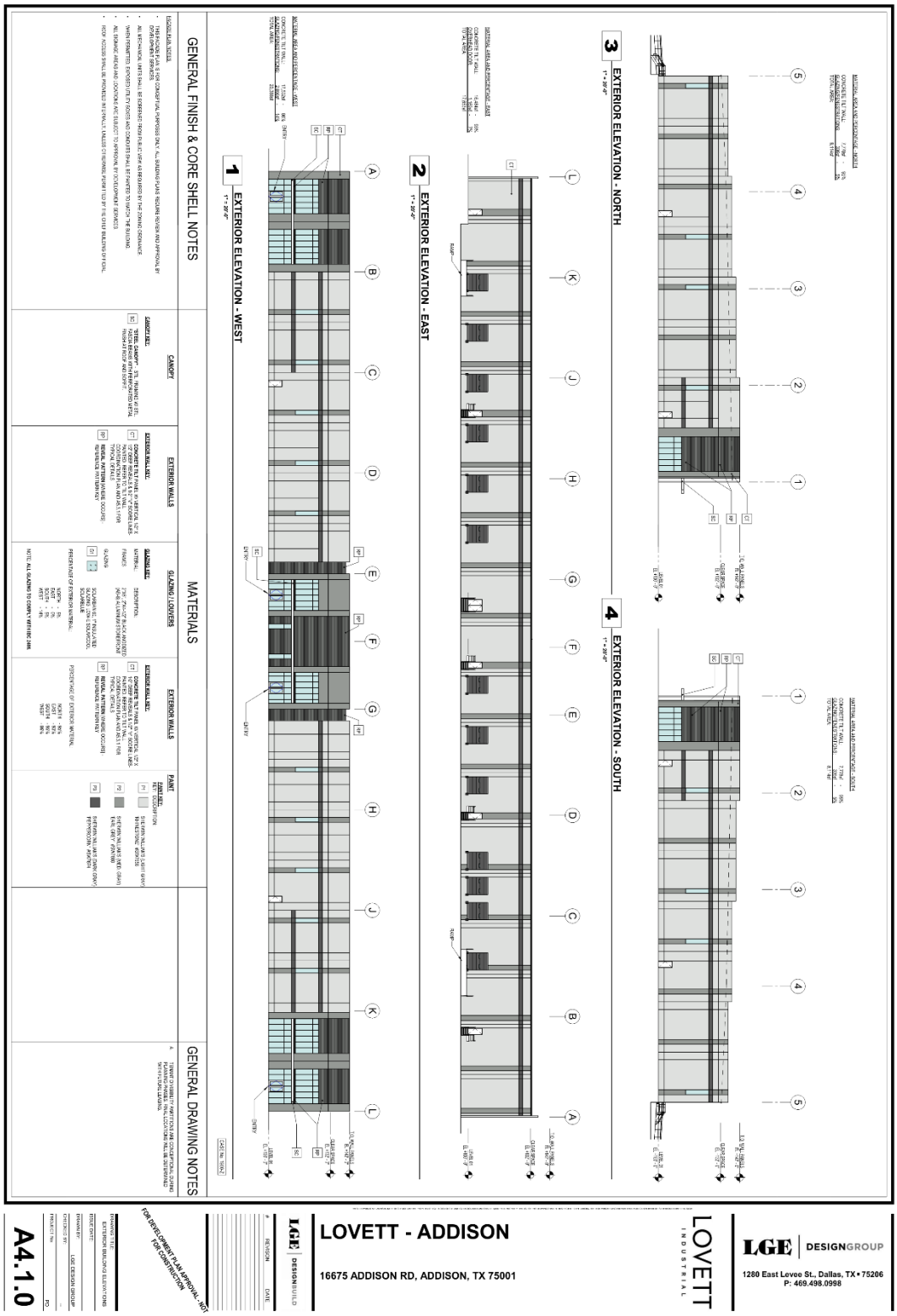
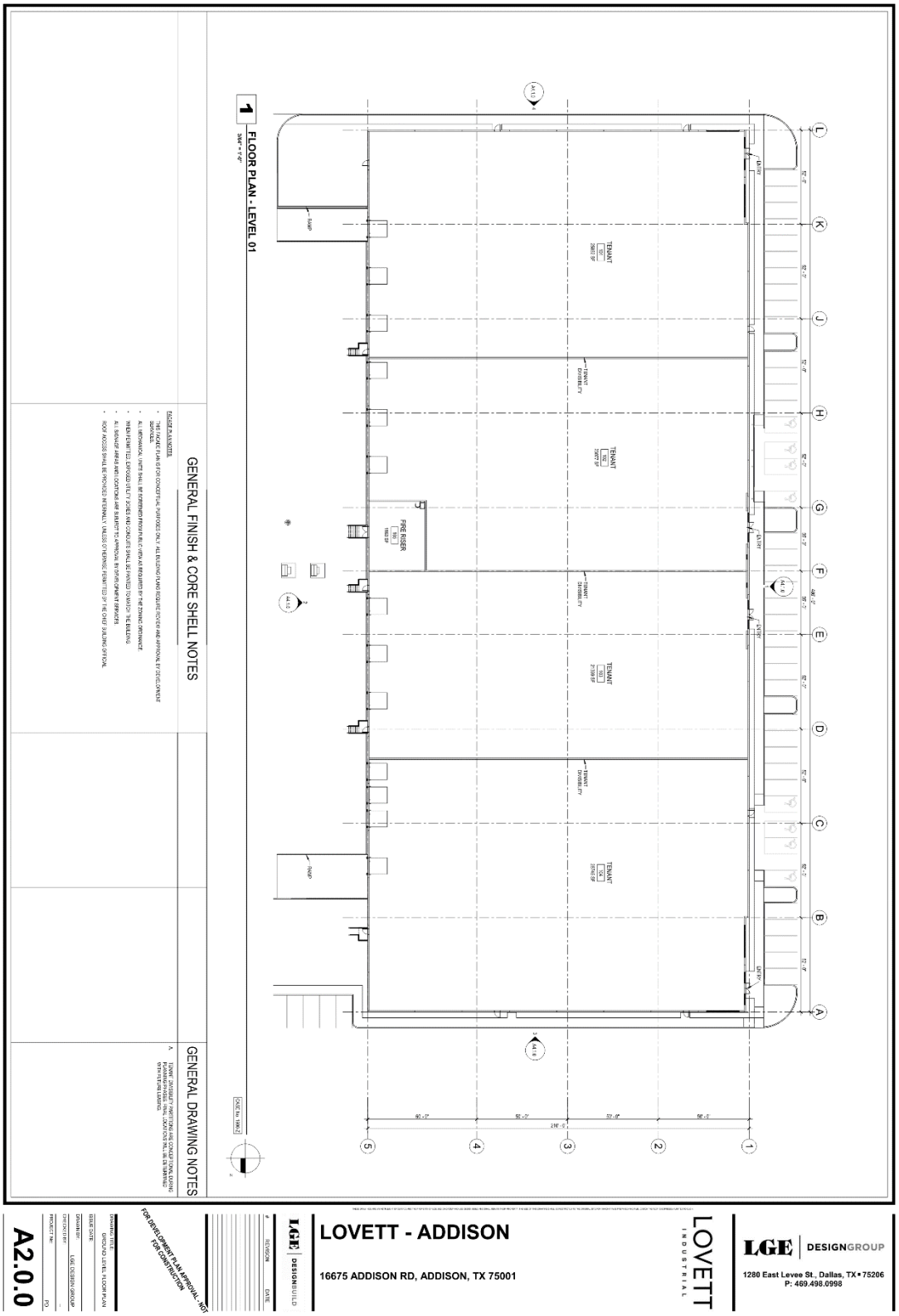

3 EXTERIOR ELEVATION - NORTH
4 EXTERIOR ELEVATION - SOUTH
2 EXTERIOR ELEVATION - EAST
1 EXTERIOR ELEVATION - WEST
GENERAL FINISH & CORE SHELL NOTES
MATERIALS
GENERAL DRAWING NOTES
LOVETT - ADDISON
16675 ADDISON RD, ADDISON, TX 75001
LOVETT INDUSTRIAL
LGE DESIGNGROUP
1280 East Levee St., Dallas, TX • 75206
P: 469.498.0998
FOR DEVELOPMENT PLAN APPROVAL - NOT FOR CONSTRUCTION
A4.1.0

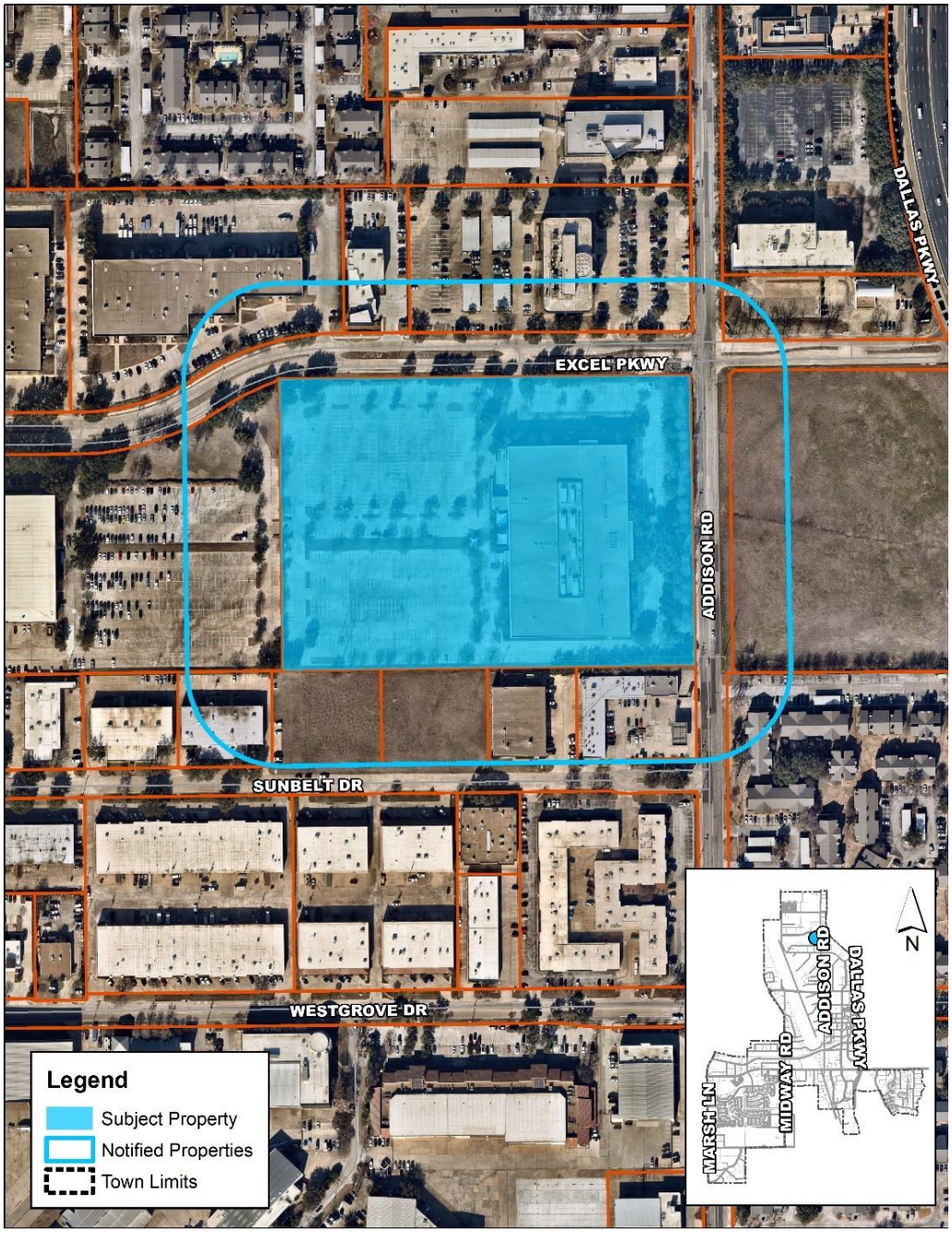
EXHIBIT C


1 FLOOR PLAN - LEVEL 01
3/64" = 1'-0"
GENERAL FINISH & CORE SHELL NOTES
GENERAL DRAWING NOTES
LOVETT - ADDISON
16675 ADDISON RD, ADDISON, TX 75001
LOVETT INDUSTRIAL
LGE DESIGNGROUP
1280 East Levee St., Dallas, TX • 75206
P: 469.498.0998
FOR DEVELOPMENT PLAN APPROVAL - NOT FOR CONSTRUCTION
A2.0.0

1900-Z

PUBLIC HEARING Case 1900-Z/16675 Addison Road (Phase II). Hold a public hearing, present, discuss, and consider action on a request to amend the development standards and approve a development plan for Phase II, for a 12.22± acre property located at 16675 Addison Road, currently zoned Planned Development (PD), Ordinance No. 023-32, to allow for the construction of an office/warehouse development with associated site improvements.

LOCATION MAP



October 17, 2023

STAFF REPORT

RE:	1900-Z/16675 Addison Road (Phase II)
LOCATION:	16675 Addison Road
REQUEST:	Approval of a request to amend Planned Development (PD) District Ordinance No. 023-32, to modify development standards and development plans. (Application Date: 09/15/2023)
APPLICANT:	Ronald Loken, Winkelmann & Associates, Inc. on behalf of Lovett Industrial

DISCUSSION:

Background: This request is specific to the former call center site located at 16675 Addison Road. The site is 12.22 acres, located at the southwest corner of Addison Road and Excel Parkway, approximately 600 feet west of the Dallas North Tollway. On July 11, 2023, the City Council approved Planned Development (PD), Ordinance No. 023-32, which provided permitted uses, development standards, a development plan for Phase I, and a concept plan for Phase II to allow the redevelopment of the site.

It was the intent of the previous applicant for Ordinance No. 023-32, Brockett Street Capital, to develop the property in two phases. The first phase would include the conversion of the existing 138,000 square foot call center into a multi-tenant office/warehouse structure. Phase II proposed a second 97,000 square foot multi-tenant office/warehouse structure within the existing concrete parking area.

Lovett Industrial is currently in the process of acquiring the subject property and intends to complete the project in one phase. Lovett Industrial is a Houston based real estate developer with a local office in Dallas.

This request will amend the existing PD to allow minor modifications to the development standards and adopt an updated development plan for the entire site (Phases I and II). Tenants for this site have not yet been identified.

Permitted Use and Development Standards: Minor modifications are proposed to the Permitted Use and Development Standards approved via Ordinance No. 023-32. The following modifications are specific to the floor plan development standards:

- A 495 square foot increase to the maximum tenant occupancy within Building 2; and

- To allow doors or windows, which can provide access or visibility into an interior lobby or office space, on the north façade of Building 2.

The remaining use and development standards are proposed to remain as previously approved.

Development Plan: The development plan includes a site plan, landscape plan, tree survey, façade plan, and floor plan for the western half of the site to allow a new 100,990 square foot office/warehouse structure and associated site improvements. This area has previously been referred to as Phase II of the project and is identified as Building 2 on the development plan.

Uses: The site is being constructed for speculative office/warehouse space. All tenants must comply with the Permitted Use and Development Standards.

Parking: A minimum of 1 space for each 1,000 square feet of gross floor area is proposed for the site. Building 2 is a 100,990 square foot structure, requiring 101 spaces. The site is exceeding this requirement by providing 144 spaces.

Exterior Facades: The east elevation will be used as the service area and truck courtyard, providing thirteen loading dock doors. A proposed masonry screening wall at the northeast corner of the building, landscaping, and Building 1 will provide screening for the service area. Primary entrances will be situated on the north, west, and south facades. The building will be concrete tilt wall construction and be aesthetically compatible with Building 1.

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

With the development of Building 2, the applicant has proposed to remove 20 trees, or 304 caliper inches. Mitigation has been proposed through 20 replacement trees and providing fee in lieu of to the Town's tree mitigation fund. Tree mitigation on site was challenging due to several existing utility easements and an increase in the density. 80 caliper inches will be mitigated on site and 228 caliper inches will be mitigated at $192.00 per caliper inch, resulting in a $43,776 fee.

Staff Review: The development plan is generally consistent with the concept plan approved via PD, Ordinance No. 023-32. The structure increased by 3,990 square feet, however, the site still meets the intent and character of the concept plan, as well as all Town requirements and the Permitted Use and Development Standards.

RECOMMENDATION: **APPROVAL**

This request is consistent with the previously approved development standards and concept plan approved with PD, Ordinance No, 023-32. This project will provide increased density through the redevelopment of an underutilized and aesthetically challenged surface parking lot. The development plan for the site is compatible with the development pattern in the area.

Staff recommends approval of this Planned Development Amendment.

Case 1900-Z/16675 Addison Road (Phase II)

October 17, 2023

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 17, 2023, voted to recommend approval of a request to amend the development standards and approve a development plan for Planned Development (PD), Ordinance No. O23-32, for a 12.22± acre property located at 16675 Addison Road, to allow for the conversion of an existing call center site to a multi-building office/warehouse development with associated site improvements, subject to the permitted uses, proposed development standards, and development plan.

Voting Aye: Barker, Catalani, Chavez, DeFrancisco, Faircloth, Fansler
Voting Nay: none
Absent: Meleky

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

LOVETT
INDUSTRIAL

127 Howell St
Dallas, TX 75207

Lesley Nyp

Town of Addison
16801 Westgrove Dr
Addison, TX 75001

Dear Ms. Lesley Nyp:

Lovett Industrial is acquiring the property at 16675 Addison Rd and is requesting an amendment to the Planned Development site plan. The original submittal provided the zoning needs and development plan for the existing building. The current submittal provides an updated conceptual site plan, elevations for the proposed building, and preliminary engineering plans.

Lovett Industrial has been one of the most active developers in Texas. We have over 5 million square feet of industrial buildings built or under construction in the Dallas-Fort Worth area. We have a strong team locally, and several offices across the United States with a proven track record.

We believe this property is a desirable site with a central location and access off the Dallas North Tollway. We have seen meaningful tenant demand in the area, supporting the continued need for developments like this one within the urban core. Our plan for the site embraces the approved planned development to provide an opportunity for nearby businesses, an expansion opportunity and an option for new tenants looking to capitalize on Addison's talented labor force.

Request: We are seeking approval of the updated development plan for a 100,990 SF industrial building adjacent to the existing building. The proposed development will meet the requirements set forth in the previously approved Planned Development zoning ordinance.

We look forward to working with town staff on a successful project. Thank you for your consideration.

Sincerely,

James Yu, P.E.
Development Manager
James.Yu@lovettindustrial.com

16675 Addison Road
Permitted Uses & Development Standards

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

2. SITE PLAN.

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

3. LANDSCAPE PLAN.

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

4. FAÇADE PLAN.

    a. The development of the Property shall comply with the attached Façade Plans.

5. FLOOR PLAN.

    a. The development of the Property shall comply with the attached Floor Plans for Building 1 and Building 2. Modifications to the interior floor plans may be approved by the Director of Development Services, or designee, as long as the building footprint does not change, and all conditions of this ordinance are met.

    b. Tenant occupancy greater than 50,495 square feet within Building 2 (as depicted on the Site Plan) shall require approval of a Special Use Permit (SUP), unless one of the following conditions are met:
        i. Greater than 35% of the total floor area is utilized as office, showroom, or lab space; or
        ii. A minimum of 75% of the total floor area is climate controlled.

    c. Building 2 (as depicted on the Site Plan) shall have doors and/or windows, which provide access and/or visibility into an interior lobby or office space along the north façade.

6. PARKING.

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

7. OUTSIDE STORAGE.

    a. Except for equipment or materials stored on a construction site or used for a temporary construction project, long term outside storage of goods or materials is prohibited.

    b. The overnight storage of trailers may only be permitted if it is screened from all public rights-of-way. All trailers stored on site shall be registered and operable.

8. LOADING AND UNLOADING.

    a. All loading and unloading facilities shall be screened from all public rights-of-way by a screening wall and landscaping, as depicted on the attached Landscape Plan.

    b. There shall be a maximum of ten (10) dock doors permitted within Phase I.

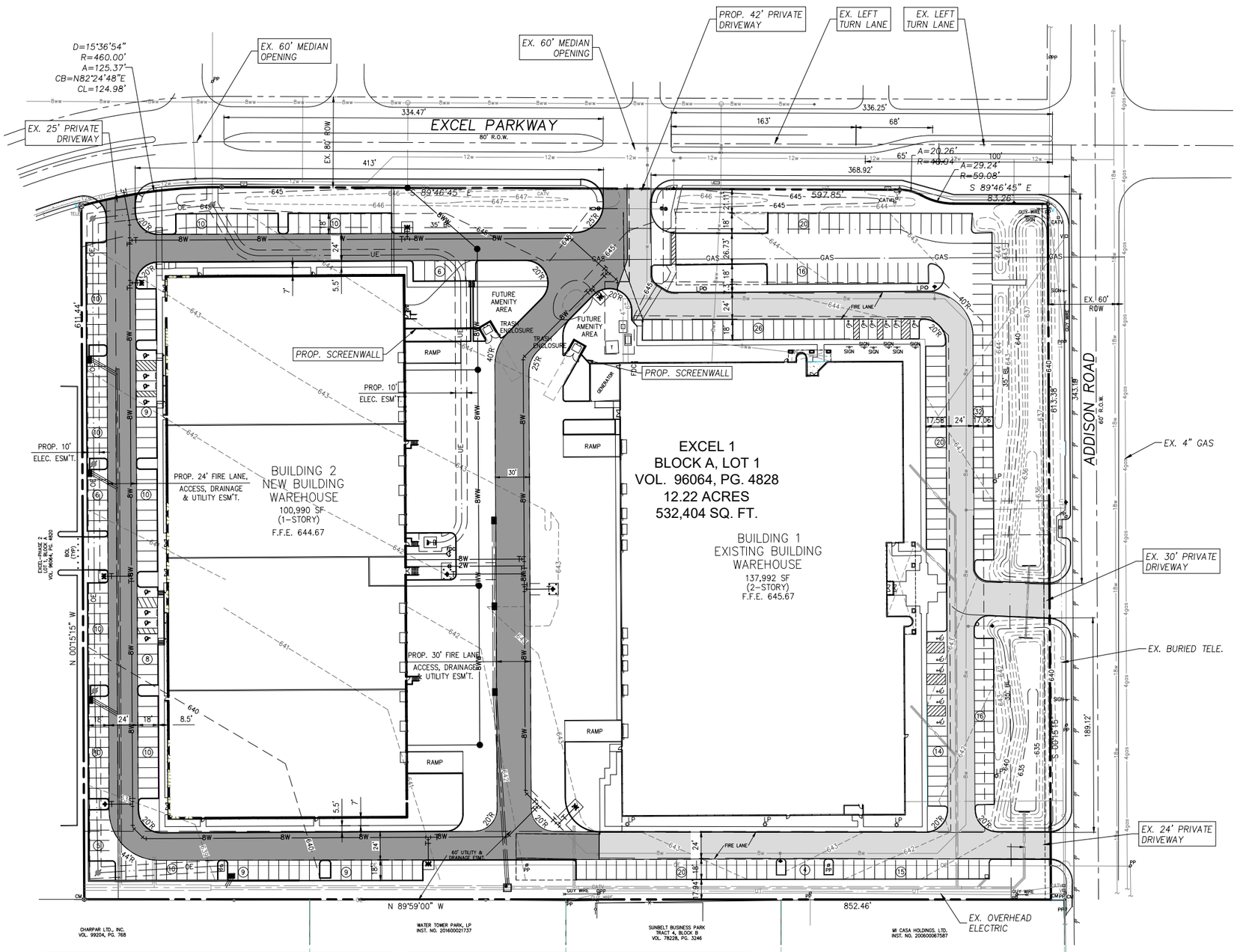
    c. There shall be a maximum of thirteen (13) dock doors permitted within Phase II.

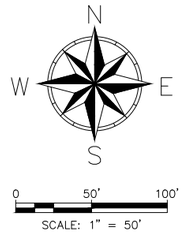
9. AMENITY AREA.

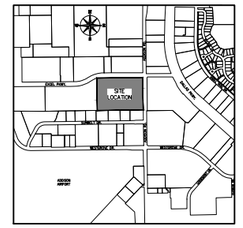
    a. A minimum of 200 square feet of usable amenity area shall be provided for Phase I, as depicted on the Concept Plan.

    b. A minimum of 400 square feet of amenity area shall be provided for Phase II, as depicted on the Concept Plan.

    c. The amenity areas on the Property shall include improvements defined at the time of submittal of a Building Permit. Improvements may include recreation or fitness facilities, shade structure(s) with seating area(s), or similar enhancements.







VICINITY MAP
N.T.S.

LEGEND

- EXISTING CONTOURS
- BOUNDARY
- ADJACENT BOUNDARY
- EX. BUILDING FOOTPRINT
- PROP. BUILDING FOOTPRINT
- OVERHANG
- EX. ROAD CURB
- PROP. ROAD CURB
- BUILDING SETBACK
- PROP. FIRE LANE EASEMENT
- EX. FIRE LANE EASEMENT
- UTILITY EASEMENT
- EX. WATER
- PROP. WATER
- EX. FIRE HYDRANT
- PROP. FIRE HYDRANT
- PROP. REMOTE FDC
- PROP. WATER METER
- EX. STORM
- PROP. STORM
- PROP. STORM MH
- PROP. STORM INLET
- EX. WASTEWATER
- EX. WASTEWATER MH
- PROP. WASTEWATER
- PROP. WASTEWATER MH
- PROP. FIRE LANE
- EX. FIRE LANE

NOTES

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

SITE DATA SUMMARY		
Zoning	PD ORD. No. 023-32	
Use	Office/Warehouse	
Lot Area	532,404 sf	12.22 AC.
Total Building Area	238,982 s.f.	
Building 1	137,992 s.f.	
Building 2	100,990 s.f.	
Building Coverage	42%	F.A.R. 1:042
Building Height-		
Building 1	40 ft. 2-story	
Building 2	40 ft. 1-story	
Landscape Data-		
Landscape Area Required	22,487 s.f.	
Landscape Area Provided	22,487 s.f.	

PARKING SUMMARY		
Lot Area	532,404 sf	12.22 AC.
Use	Office/Warehouse	
Total Building Area	238,982 s.f.	
Parking Ratio	1 Space / 1000 s.f.	
Parking Spaces	Required	Provided
Bldg. 1	138	183
Bldg. 2	101	144
Accessible Parking Spaces	Bldg. 1 = 12	Bldg. 2 = 8
OHD/Docks Provided	Bldg. 1 = 10	Bldg. 2 = 13

ABBREVIATION LEGEND

PP	Power Pole	IRF	Iron Rod Found
GW	Guy Wire	IRS	Iron Rod Set
MH	Manhole	CIRS	Iron Rod Set w/ cap "WAI"
WV	Water Valve	CIRF	Iron Rod Found w/ cap
TP	Telephone Pedestal	XCS	"X" Cut in Concrete Set
WM	Water Meter	XCF	"X" Cut in Concrete Found
FH	Fire Hydrant	PKS	PK Nail Set
LP	Light Pole	PKF	PK Nail Found
IV	Irrigation Valve	SS	Sanitary Sewer
CO	Clean Out	SW	Storm Sewer
AC	Air Conditioner	TF	Transformer pad
TV	Cable Box	GM	Gas Meter
SB	Signal Box	GMK	Gas Marker
SP	Signal Pole	TSN	Traffic Sign
SN	Sign	UGC	Underground Cable Marker
CM	Control Monument	EB	Electric Box
		EM	Electric Meter
		UE	Underground Electric

FLOODPLAIN NOTE

PER FEMA PANEL 48113C 0180K EFFECTIVE 07/07/2014, THE SITE IS LOCATED IN FLOOD ZONE X, WHICH IS OUTSIDE THE 100YR FLOOD PLAIN.

SITE PLAN
16675 ADDISON ROAD
12.22 ACRES
EXCEL 1 BLOCK A, LOT 1
TOWN PROJECT No.: 1900-Z

WILLIAM LOMAX SURVEY, ABSTRACT NO. 792
TOWN OF ADDISON
DALLAS COUNTY, TEXAS

DEVELOPER:
LOVETT INDUSTRIAL, LLC
JAMES YU, P.E.
127 HOWELL STREET
DALLAS, TEXAS 75207
(972) 489-5570

ENGINEER:
WINKELMANN & ASSOCIATES, INC.
MICHAEL CLARK, P.E.
6750 HILLCREST PLAZA DRIVE,
SUITE 215 DALLAS, TEXAS 75230
(972) 490-7090
(972) 490-7099 FAX

DP-1

No.	DATE	REVISION	APPROV.
1.			
2.			
3.			
4.			
5.			
6.			

LAST SAVED BY: LOKEN October 4, 2023

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75230
Texas Engineers Registration No. 89
Texas Surveyors Registration No. 100866-00
(972) 490-7090
(972) 490-7099 FAX

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STATE OF TEXAS
THESE PLANS WERE PREPARED UNDER THE DIRECT SUPERVISION OF MICHAEL D. CLARK, P.E. #83390. THESE ARE ISSUED FOR PRELIMINARY REVIEW PURPOSES ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES.
MICHAEL D. CLARK
83390
REGISTERED PROFESSIONAL ENGINEER
10-03-2023

SITE PLAN
16675 ADDISON ROAD
ADDISON, TEXAS

9310(10)

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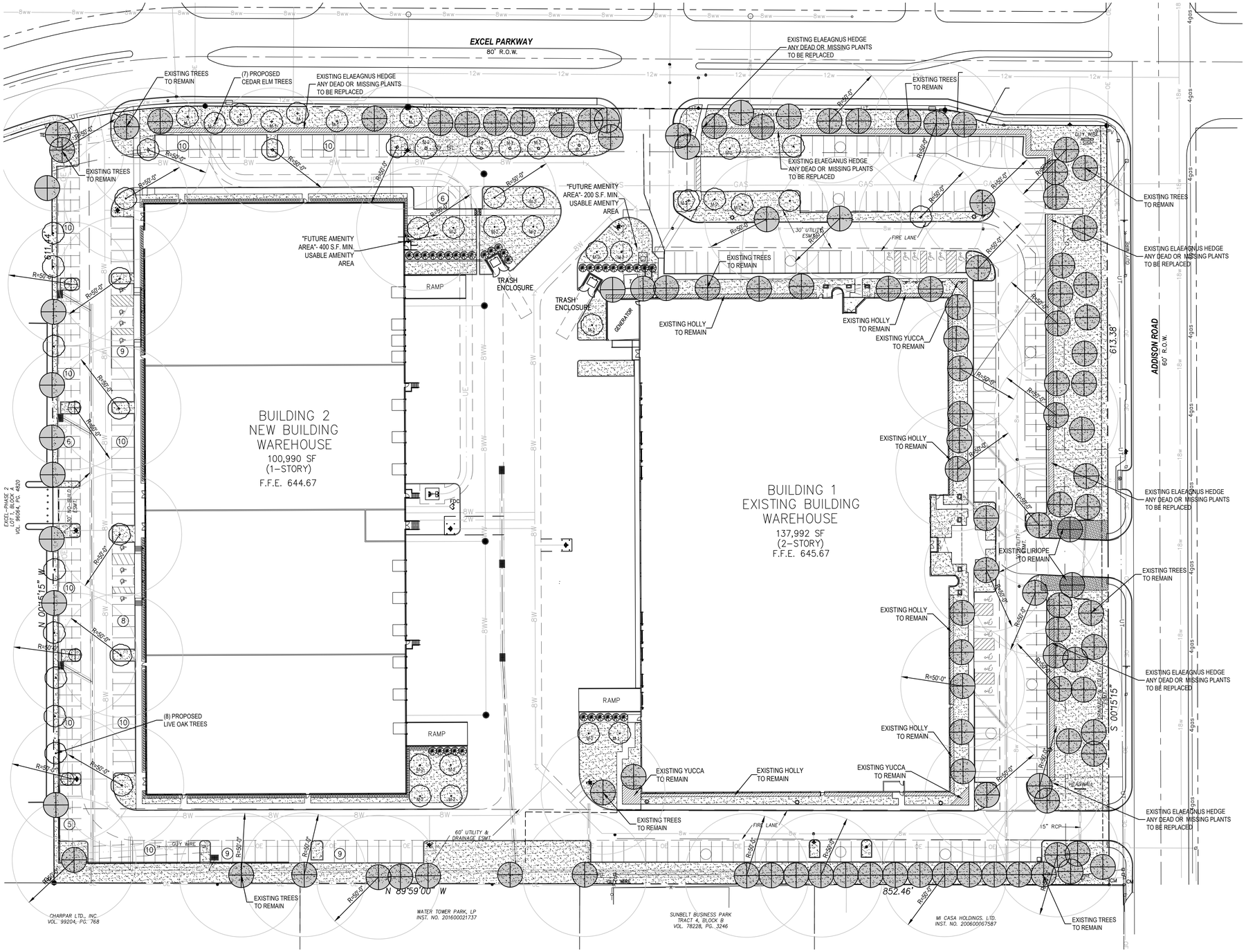


01 CONCEPT LANDSCAPE PLAN

SCALE 1"=40'-0"

0 20 40 80

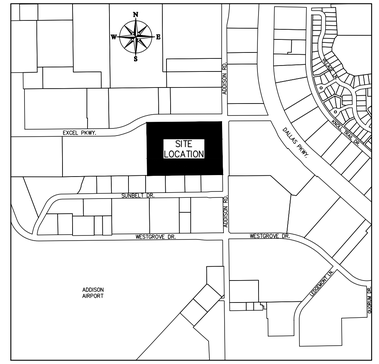
SITE DATA SUMMARY		
Zoning	PD ORD. No. 023-32	
Use	Office/Warehouse	
Lot Area	532,404 s.f.	12.22 AC.
Total Building Area	238,982 s.f.	
Building 1	137,992 s.f.	
Building 2	100,990 s.f.	
Building Coverage	42%	F.A.R. 1:042
Building Height		
Building 1	40 ft. 2-story	
Building 2	40 ft. 1-story	
Landscape Data		
Landscape Area Required	106,481 s.f. (20%)	
Landscape Area Provided	106,654 s.f. (20%)	

PARKING SUMMARY		
Lot Area	532,404 s.f.	12.22 AC.
Use	Office/Warehouse	
Total Building Area	238,982 s.f.	
Parking Ratio	1 Space / 1000 s.f.	
Parking Spaces	Required	Provided
Building 1	138	183
Building 2	97	144
Accessible Parking Spaces	Bldg. 1 = 12	Bldg. 2 = 8
OHD/ Docks Provided	Bldg. 1 = 10	Bldg. 2 = 13

PLANT LEGEND

- EXISTING TREES TO REMAIN
- CEDAR ELM 4" CALIPER
- CHINESE PISTACHE 4" CALIPER
- LIVE OAK 4" CALIPER
- YAUPON HOLLY 3" CALIPER, 8' HEIGHT
- EASTERN RED CEDAR 3" CALIPER, 8' HEIGHT
- NELLIE R. STEVENS 6' HEIGHT
- EVERGREEN SHRUBS 5 GALLON
- EXISTING SHRUBS
- BERMUDA GRASS TURF

M- TREES IDENTIFIED WITH THE (M) ARE COUNTED TOWARDS THE REQUIRED MITIGATION REPLACEMENT



VICINITY MAP
N.T.S.

LANDSCAPE TABULATIONS

REQUIRED LANDSCAPE AREA
Requirements: 20% of gross site to be landscape
Total Site: 532,404 s.f.

Required	Provided
106,481 s.f. (20%)	106,654 s.f (20%)

STREET LANDSCAPE BUFFER
Requirements: 20' buffer along street frontage, (1) shade tree 4" cal. per 30 l.f. o.c. and evergreen shrubs planted at 3' to 3.5' o.c.

Addison Road: (613 l.f.)

Required Shade Trees (613' / 30') (21) Shade Trees, 4" cal.	Provided (31) Existing Trees, 4" plus cal.
Required Evergreen Shrubs (613' / 3') (205) Evergreen Shrubs	Provided Existing evergreen hedge

Excel Parkway: (856 l.f.)

Required Shade Trees (856' / 30') (29) Shade Trees, 4" cal.	Provided (22) Existing Trees, 4" plus cal. (7) Proposed trees (4" caliper)
Required Evergreen Shrubs (856' / 3') (285) Evergreen Shrubs	Provided Existing evergreen hedge

PARKING LOT SCREEN

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

PARKING LOT PERIMETER LANDSCAPING
Requirement: 5' wide landscape stripe with (1) shade tree 4" cal. per 35 l.f. o.c.

West Property Perimeter: (612 l.f.)

Required Shade Trees (612 l.f. / 35') (17) Shade Trees, 4" cal.	Provided (9) Existing Shade Trees (8) Proposed trees (4" caliper)

South Property Perimeter: (852 l.f.)

Required Shade Trees (852 l.f. / 35') (24) Shade Trees, 4" cal.	Provided (24) Existing Shade Trees

PARKING LOT INTERIOR LANDSCAPING
Requirement: 5% interior planting area is required for parking areas between 50,000 s.f. to 149,000 s.f.

Parking lot area : (137,601 s.f.)

Required (137,601 x 5%) 6,880 s.f. Interior Landscape Area	Provided 11,177 s.f. Interior Landscape Area

AN IRRIGATION PLAN IS REQUIRED ON CIVIL AND CONSTRUCTION PLANS AND MUST BE SIGNED BY LICENSED IRRIGATOR.

ALL IRRIGATION CONTROLLERS MUST HAVE A RAIN AND FREEZE SENSORS

LANDSCAPE PLAN

PROJECT ADDRESS:
16675 ADDISON ROAD

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

WILLIAM LOMAX SURVEY
ABSTRACT NO. 792

TOWN OF ADDISON, DALLAS COUNTY

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

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWLAND
2042
STATE OF TEXAS

10.04.2023

16675 ADDISON ROAD
ADDISON, TEXAS

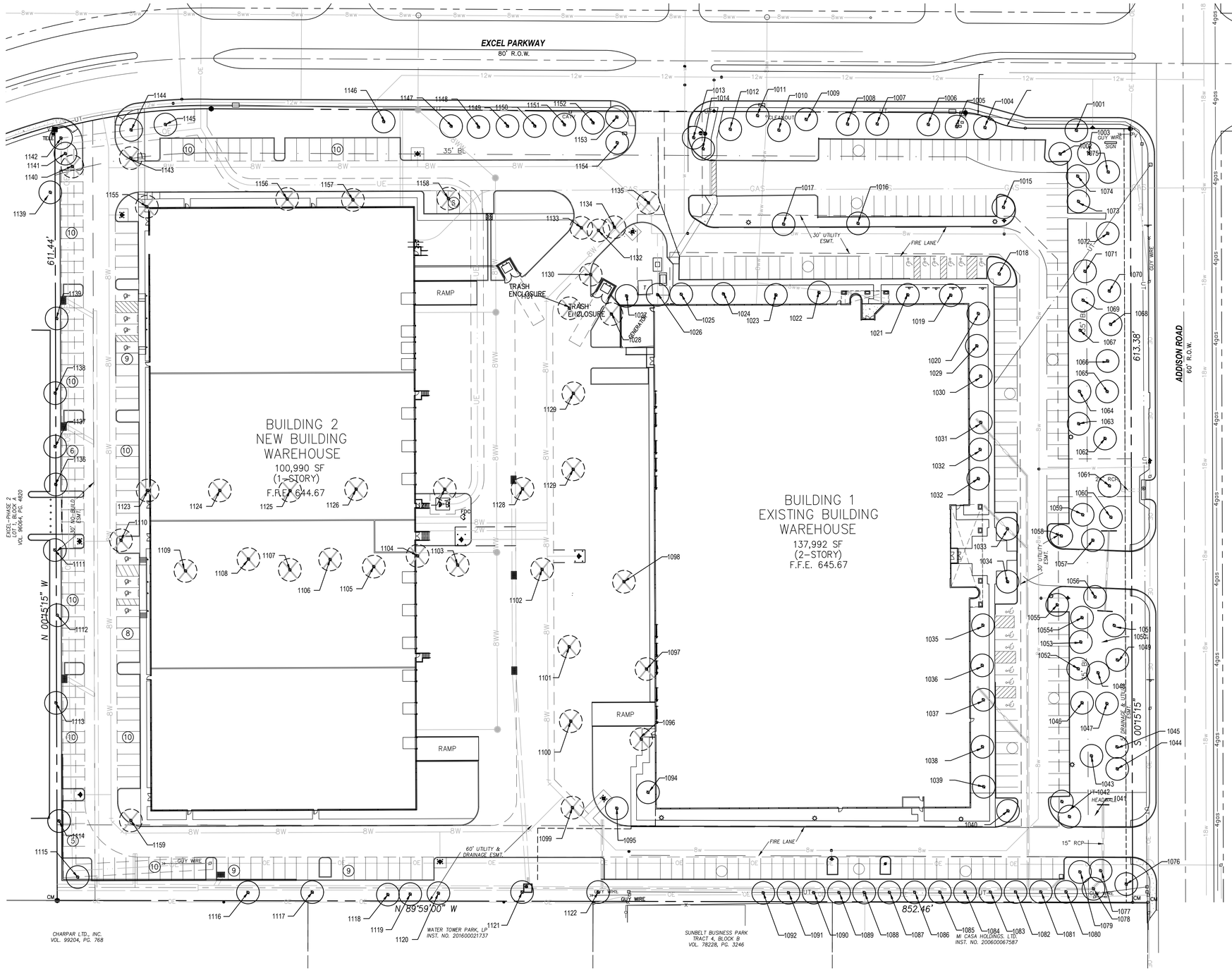
ISSUE:
FOR APPROVAL 09.15.2023
CITY COMMENTS 10.04.2023

DATE:
10.04.2023

SHEET NAME:
LANDSCAPE PLAN

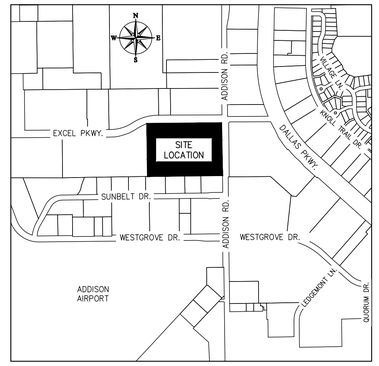
SHEET NUMBER:
L.3

CASE NO. 1900-Z

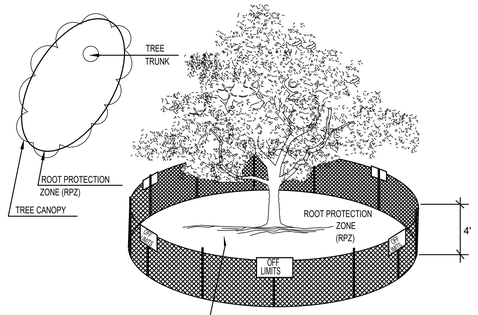


01 TREE SURVEY
SCALE 1"=40'-0"

0 20 40 80

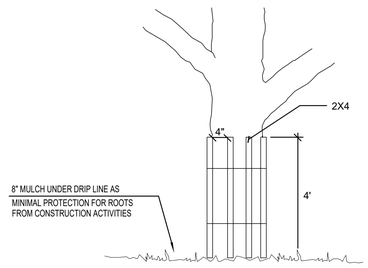


VICINITY MAP
N.T.S.



NOTE:
FENCING SHOWN ABOVE IS DIAGRAMMATIC ONLY AND WILL CONFORM TO THE DRIP LINE AND LIMITED TO PROJECT BOUNDARY

01 TREE PROTECTION FENCE A
NOT TO SCALE



NOTE:
WRAP TREE TRUNK WITH 2 X 4 STUDS AND ROPE OR BAND IN-PLACE
AS NEEDED TO PROECT TREES IN WORK AREAS

02 TREE PROTECTION FENCE B
NOT TO SCALE

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

REFER TO SHEET L.2 FOR EXISTING TREE LIST

SITE DATA SUMMARY		
Zoning	PD ORD. No. 023-32	
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Building 2	97	144
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OHD/ Docks Provided	Bldg. 1 = 10	Bldg. 2 = 13

EXISTING TREE LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

TREE SURVEY

PROJECT ADDRESS:
16675 ADDISON ROAD

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

WILLIAM LOMAX SURVEY
ABSTRACT NO. 792

TOWN OF ADDISON, DALLAS COUNTY

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

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWLAND
2042
STATE OF TEXAS
10.04.2023

16675 ADDISON ROAD

ADDISON, TEXAS

ISSUE:
FOR APPROVAL 09.15.2023
CITY COMMENTS 10.04.2023

DATE:
10.04.2023

SHEET NAME:
TREE SURVEY

SHEET NUMBER:
L.1

CASE NO. 1900-Z

PHASE 1:
EXISTING TREE CHART

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

PHASE 1:
15 TREES- 225 CALIPER INCHES TO BE REMOVED

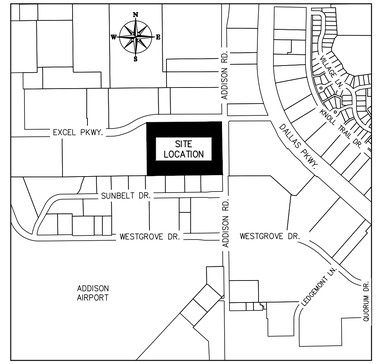
9 PROPOSED 4" CALIPER TREES (36 CALIPER INCHES) TO BE PLANTED ON SITE
189 CALIPER INCHES OF TREES TO BE PAID INTO THE TOWN'S TREE PRESERVATION FUND AT $192.00 PER CALIPER INCH.
$192.00 X 189 CALIPER INCHES= $36,288 DUE TO THE TOWN'S TREE PRESERVATION FUND.

PHASE 2:
EXISTING TREE CHART

NO.	SIZE (IN)	TYPE	STATUS
1103	9	CHINESE PISTACHE	TO BE REMOVED
1104	8	CHINESE PISTACHE	TO BE REMOVED
1105	24	CHINESE PISTACHE	TO BE REMOVED
1106	16	CHINESE PISTACHE	TO BE REMOVED
1107	14	CHINESE PISTACHE	TO BE REMOVED
1108	18	CHINESE PISTACHE	TO BE REMOVED
1109	20	CHINESE PISTACHE	TO BE REMOVED
1110	12	CHINESE PISTACHE	TO BE REMOVED
1111	14	ELM	REMAIN
1112	14	CHINESE PISTACHE	REMAIN
1113	12	CHINESE PISTACHE	REMAIN
1114	11	CHINESE PISTACHE	REMAIN
1115	17	LIVE OAK	REMAIN
1116	12	CHINESE PISTACHE	REMAIN
1117	12	CHINESE PISTACHE	REMAIN
1118	14	CHINESE PISTACHE	REMAIN
1119	14	CHINESE PISTACHE	REMAIN
1120	12	CHINESE PISTACHE	REMAIN
1123	11	ELM	TO BE REMOVED
1124	14	ELM	TO BE REMOVED
1125	15	ELM	TO BE REMOVED
1126	15	ELM	TO BE REMOVED
1127	16	ELM	TO BE REMOVED
1136	10	ELM	REMAIN
1137	12	ELM	REMAIN
1138	15	ELM	REMAIN
1139	14	ELM	REMAIN
1140	18	LIVE OAK	TO BE REMOVED
1141	14	CEDAR ELM	REMAIN
1142	14	CEDAR ELM	REMAIN
1143	25	LIVE OAK	TO BE REMOVED
1144	21	LIVE OAK	REMAIN
1145	20	LIVE OAK	REMAIN
1146	12	LIVE OAK	REMAIN
1147	18	LIVE OAK	REMAIN
1148	9	LIVE OAK	REMAIN
1155	15	ELM	TO BE REMOVED
1156	14	ELM	TO BE REMOVED
1157	12	ELM	TO BE REMOVED
1158	14	ELM	TO BE REMOVED
1159	14	ELM	TO BE REMOVED

PHASE 2:
20 TREES- 304 CALIPER INCHES TO BE REMOVED

20 PROPOSED 4" CALIPER TREES (80 CALIPER INCHES) TO BE PLANTED ON SITE
228 CALIPER INCHES OF TREES TO BE PAID INTO THE TOWN'S TREE PRESERVATION FUND AT $192.00 PER CALIPER INCH.
$192.00 X 228 CALIPER INCHES= $43,776 DUE TO THE TOWN'S TREE PRESERVATION FUND.



VICINITY MAP
N.T.S.

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

REGISTERED LANDSCAPE ARCHITECT
CHRIS TROWLAND
2042
STATE OF TEXAS

10.04.2023

16675 ADDISON ROAD
ADDISON, TEXAS

ISSUE:
FOR APPROVAL 09.15.2023
CITY COMMENTS 10.04.2023

DATE:
10.04.2023

SHEET NAME:
TREE SURVEY LISTS

SHEET NUMBER:
L.2

CASE NO. 1900-Z

TREE SURVEY LISTS

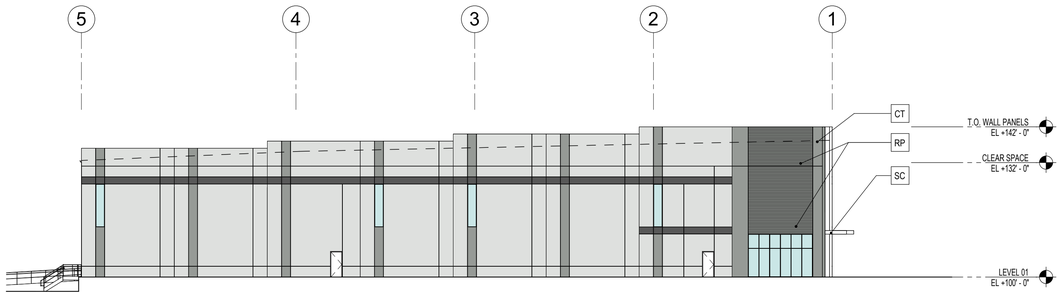
PROJECT ADDRESS:
16675 ADDISON ROAD

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

WILLIAM LOMAX SURVEY
ABSTRACT NO. 792
TOWN OF ADDISON, DALLAS COUNTY

MATERIAL AREA AND PERCENTAGE - NORTH

CONCRETE TILT WALL:	7,778sf -	95%
GLAZING/FENESTRATIONS:	336sf -	5%
TOTAL AREA:	8,114sf	

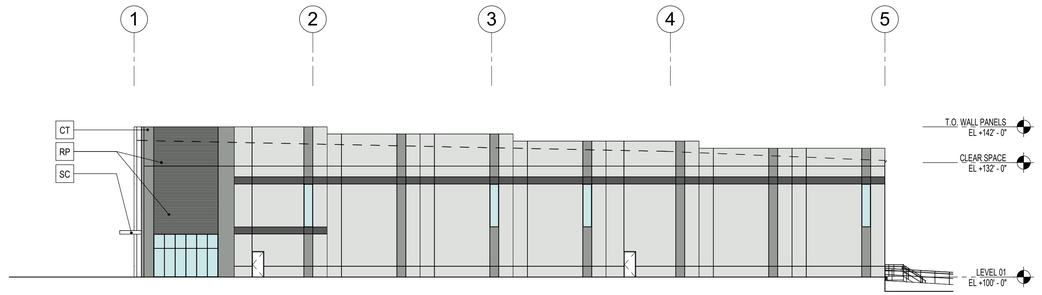


3 EXTERIOR ELEVATION - NORTH

1" = 20'-0"

MATERIAL AREA AND PERCENTAGE - SOUTH

CONCRETE TILT WALL:	7,778sf -	95%
GLAZING/FENESTRATIONS:	336sf -	5%
TOTAL AREA:	8,114sf	

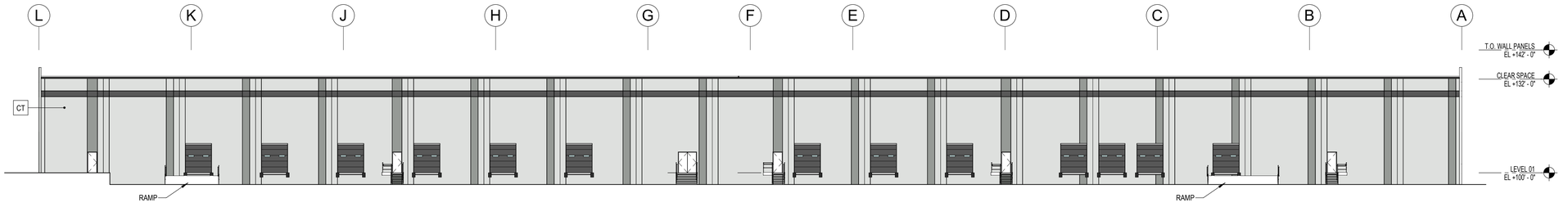


4 EXTERIOR ELEVATION - SOUTH

1" = 20'-0"

MATERIAL AREA AND PERCENTAGE - EAST

CONCRETE TILT WALL:	16,484sf -	93%
OVERHEAD DOOR:	1,169sf -	7%
TOTAL AREA:	17,653sf	

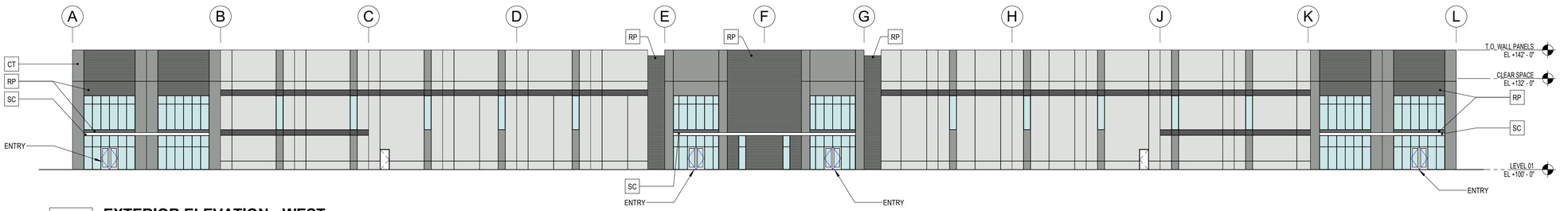


2 EXTERIOR ELEVATION - EAST

1" = 20'-0"

MATERIAL AREA AND PERCENTAGE - WEST

CONCRETE TILT WALL:	17,532sf -	86%
GLAZING/FENESTRATIONS:	2,856sf -	14%
TOTAL AREA:	20,388sf	



1 EXTERIOR ELEVATION - WEST

1" = 20'-0"

CASE No. 1900-Z

GENERAL FINISH & CORE SHELL NOTES

FACADE PLAN NOTES

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

MATERIALS

CANOPY

CANOPY KEY:

SC **"STEEL CANOPY"** - STL. FRAMING W/ STL. FASCIA BEAMS WITH PERFORATED METAL FINISH AT ROOF AND SOFFIT.

EXTERIOR WALLS

EXTERIOR WALL KEY:

CT **CONCRETE TILT** PANEL W/ VERTICAL 1/2" X 1/2" DEEP REVEALS & 1/2" "V" SCORE LINES-PAINTED. REFER TO TILT WALL COORDINATION PLAN AND A5.3.1 FOR TYPICAL DETAILS

RP **REVEAL PATTERN** [WHERE OCCURS] - REFERENCE PATTERN KEY

GLAZING / LOUVERS

GLAZING KEY:

MATERIAL:	DESCRIPTION:
FRAMES	2"X6", 2"X4-1/2" BLACK ANODIZED (AB-8) ALUMINUM STOREFRONT
GLAZING	
G1	SOLARBAN 60, 1" INSULATED GLAZING LOW-E SOLARCOOL SOLARBLUE

PERCENTAGE OF EXTERIOR MATERIAL:

NORTH - 5%
EAST - 0%
SOUTH - 5%
WEST - 14%

NOTE: **ALL GLAZING TO COMPLY WITH IBC 2406.**

EXTERIOR WALLS

EXTERIOR WALL KEY:

CT **CONCRETE TILT** PANEL W/ VERTICAL 1/2" X 1/2" DEEP REVEALS & 1/2" "V" SCORE LINES-PAINTED. REFER TO TILT WALL COORDINATION PLAN AND A5.3.1 FOR TYPICAL DETAILS

RP **REVEAL PATTERN** [WHERE OCCURS] - REFERENCE PATTERN KEY

PERCENTAGE OF EXTERIOR MATERIAL:

NORTH - 95%
EAST - 93%
SOUTH - 95%
WEST - 86%

PAINT

PAINT KEY:

KEY:	DESCRIPTION:
P1	SHERWIN WILLIAMS (LIGHT GRAY) 'RHINESTONE' #SW7656
P2	SHERWIN WILLIAMS (MED. GRAY) 'EARL GREY' #SW7660
P3	SHERWIN WILLIAMS (DARK GRAY) 'PEPPERCORN' #SW7674

GENERAL DRAWING NOTES

A. TENANT DIVISIBILITY PARTITIONS ARE CONCEPTIONAL DURING PLANNING PHASES. FINAL LOCATIONS WILL BE DETERMINED WITH FUTURE LEASING.

LGE | DESIGNGROUP
1280 East Levee St., Dallas, TX ▪ 75206
P: 469.498.0998

LOVETT INDUSTRIAL

THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF LGE DESIGN GROUP AND MAY NOT BE REPRODUCED OR USED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF LGE DESIGN GROUP. ANY UNAUTHORIZED USE WITHOUT SUCH PERMISSION SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO LGE DESIGN GROUP AND THE CONSULTANTS. THE USE OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE.

LOVETT - ADDISON

16675 ADDISON RD, ADDISON, TX 75001

LGE | DESIGNBUILD

#	REVISON	DATE

FOR DEVELOPMENT PLAN APPROVAL - NOT FOR CONSTRUCTION

DRAWING TITLE: EXTERIOR BUILDING ELEVATIONS

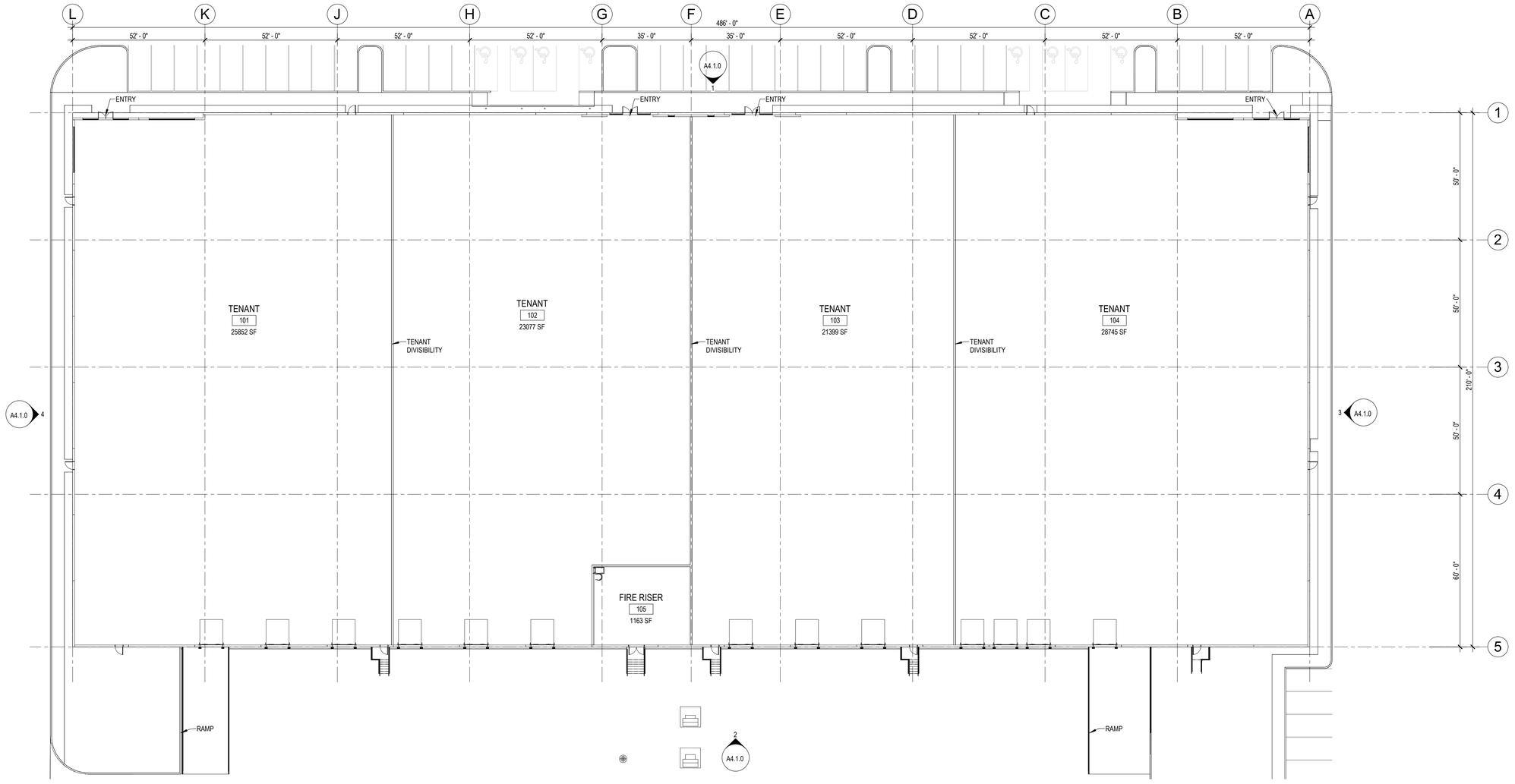
ISSUE DATE:

DRAWN BY: LGE DESIGN GROUP

CHECKED BY: --

PROJECT No: PD

A4.1.0



1 FLOOR PLAN - LEVEL 01

3/64" = 1'-0"

CASE No. 1900-Z

N

GENERAL FINISH & CORE SHELL NOTES

FACADE PLAN NOTES

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- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY DEVELOPMENT SERVICES.
- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL.

GENERAL DRAWING NOTES

A. TENANT DIVISIBILITY PARTITIONS ARE CONCEPTIONAL DURING PLANNING PHASES. FINAL LOCATIONS WILL BE DETERMINED WITH FUTURE LEASING.

LGE | DESIGNGROUP
1280 East Levee St., Dallas, TX • 75206
P: 469.498.0998

LOVETT INDUSTRIAL

LOVETT - ADDISON

16675 ADDISON RD, ADDISON, TX 75001

LGE | DESIGNBUILD

#	REVISON	DATE

FOR DEVELOPMENT PLAN APPROVAL - NOT FOR CONSTRUCTION

DRAWING TITLE: GROUND LEVEL FLOOR PLAN
ISSUE DATE:
DRAWN BY: LGE DESIGN GROUP
CHECKED BY: --
PROJECT No: PD

A2.0.0

THESE DRAWINGS ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF LGE DESIGN GROUP AND SHALL REMAIN THEIR PROPERTY. THE USE OF THESE DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH.

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ORDINANCE NO. O23-32

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

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

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

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

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

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

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

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

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

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

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

(a) Prior to issuance of a Certificate of Occupancy, said Subject Property shall comply with the Permitted Uses and Development Standards (the "Development Standards"), which area attached hereto as **Exhibit B**, and made a part hereof for all purposes.

(b) Phase I of the Subject Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans, which are attached hereto as **Exhibit C**, and made a part hereof for all purposes.

(c) Phase II of the Subject Property shall be developed in accordance with the concept plan, which is attached hereto as **Exhibit D**, and made a part hereof for all purposes.

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

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

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

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SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

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

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Whitt Wyatt
BCBCE4D8135D41A...

Whitt L. Wyatt, City Attorney

Published in the Dallas Morning News on Saturday, July 15, 2023

DocuSign Envelope ID: 3C7DA888-5F8D-4773-A64A-7CE9874B57C2

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

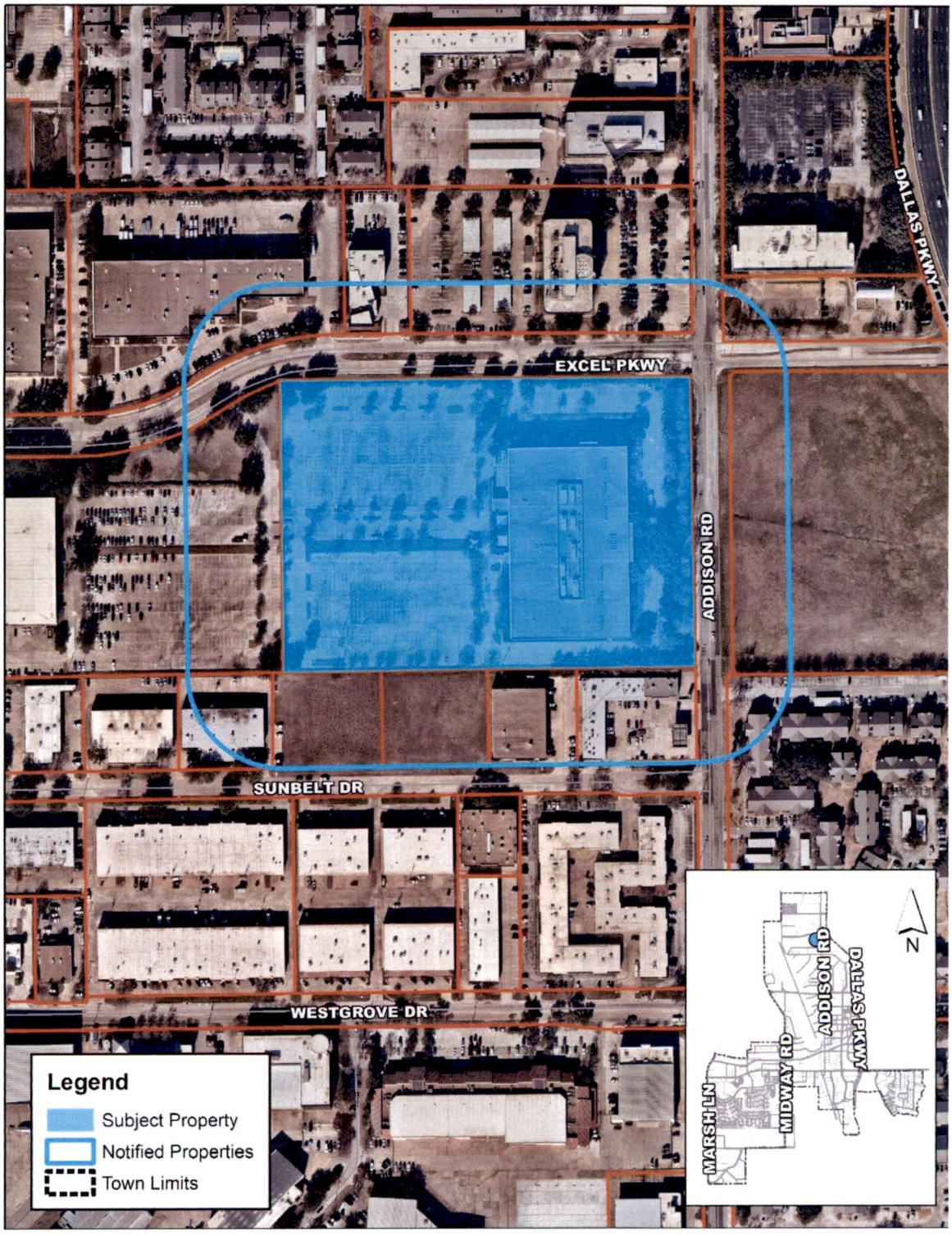

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EXHIBIT A

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

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

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

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

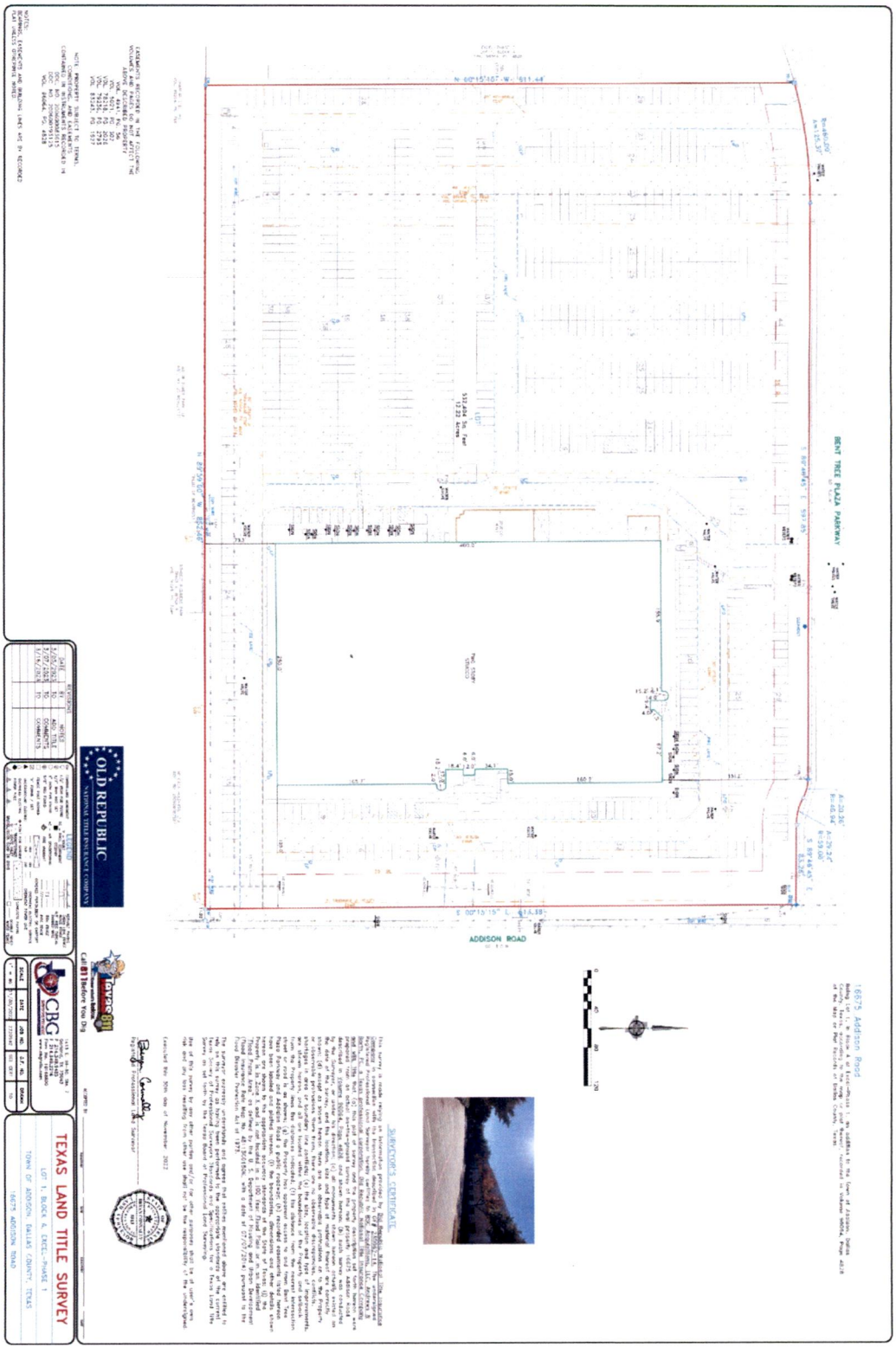
THENCE, N00°15'15"W, leaving the south line of said FM Properties tract, over and across said FM Properties tract, a distance of 611.44 feet to a 1/2 inch iron rod set in the curving south line of Bent Tree Plaza Parkway, same being the north line of said FM Properties tract for the northwest corner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

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

1) Along said curve to the right having a radius of 460.00 feet, a central angle of 15°36'54", an arc distance of 125.37 feet, and a chord which bears N82°24'49"E, a distance of 124.98feet to a 1/2 inch iron rod found for the point of tangency;

2) S89°46'45"E, a distance of 740.48 feet to the point of beginning. Containing 12.22 acres of land, more or less, with these metes and bounds.

EXHIBIT A


BENT TREE PLAZA PARKWAY
ADDISON ROAD
TEXAS LAND TITLE SURVEY
OLD REPUBLIC
CBG

DocuSign Envelope ID: 3C7DA888-5F8D-4773-A64A-7CE9874B57C2

EXHIBIT B

16675 Addison Road
Permitted Uses Development Standards

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

2. SITE PLAN.

    a. The development of Phase I of the Property shall comply with the attached SitePlan.

3. LANDSCAPE PLAN.

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

4. FAÇADE PLAN.

    a. The development of Phase I of the Property shall comply with the attached FaçadePlan.

5. CONCEPT PLAN.

    a. The development of Phase II of the Property shall comply with the attachedConcept Plan.

6. FLOOR PLAN.

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

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

        i. Greater than 35% of the total floor area is utilized as office,

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showroom, orlab space; or

ii. A minimum of 75% of the total floor area is climate controlled.

c. Phase II (as depicted on the Concept Plan) shall have a building entrance on thenorth façade, which provides access to an interior lobby or office space.

7. PARKING.

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

8. OUTSIDE STORAGE.

a. Except for equipment or materials stored on a construction site or used for a temporary construction project, long term outside storage of goods or materials is prohibited.

b. The overnight storage of trailers may only be permitted if it is screened from all public rights-of-way. All trailers stored on site shall be registered and operable.

9. LOADING AND UNLOADING.

a. All loading and unloading facilities shall be screened from all public rights-of-wayby a screening wall and landscaping, as depicted on the attached Landscape Plan.

b. There shall be a maximum of ten (10) dock doors permitted within Phase I.

c. There shall be a maximum of thirteen (13) dock doors permitted within Phase II.

10. AMENITY AREA.

a. A minimum of 200 square feet of usable amenity area shall be provided for Phase I, as depicted on the Concept Plan.

b. A minimum of 400 square feet of amenity area shall be provided for Phase II, as depicted on the Concept Plan.

c. The amenity areas on the Property shall include improvements defined at the time of submittal of a Building Permit. Improvements may include recreation or fitness facilities, shade structure(s) with seating area(s), or similar enhancements.

EXHIBIT C

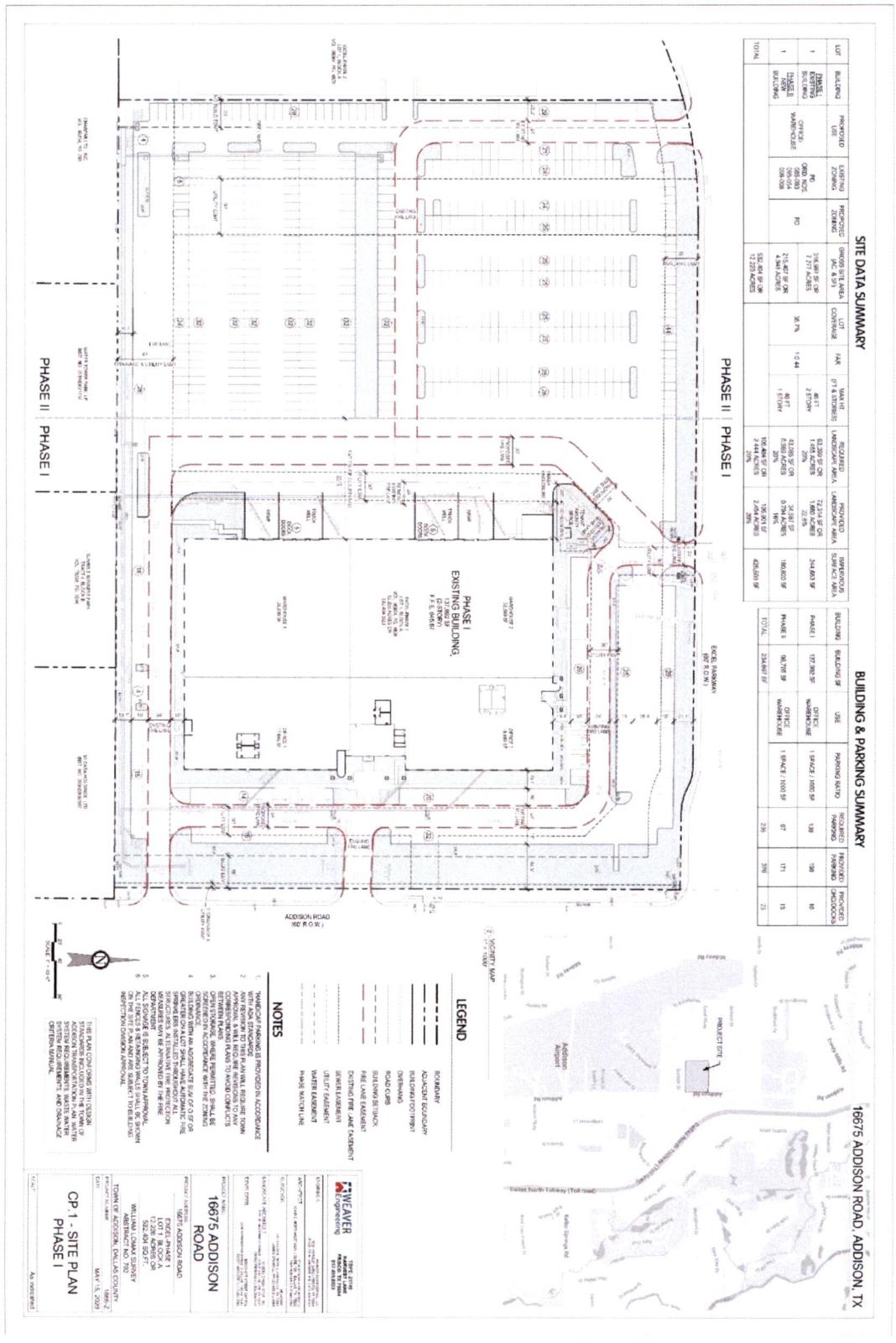
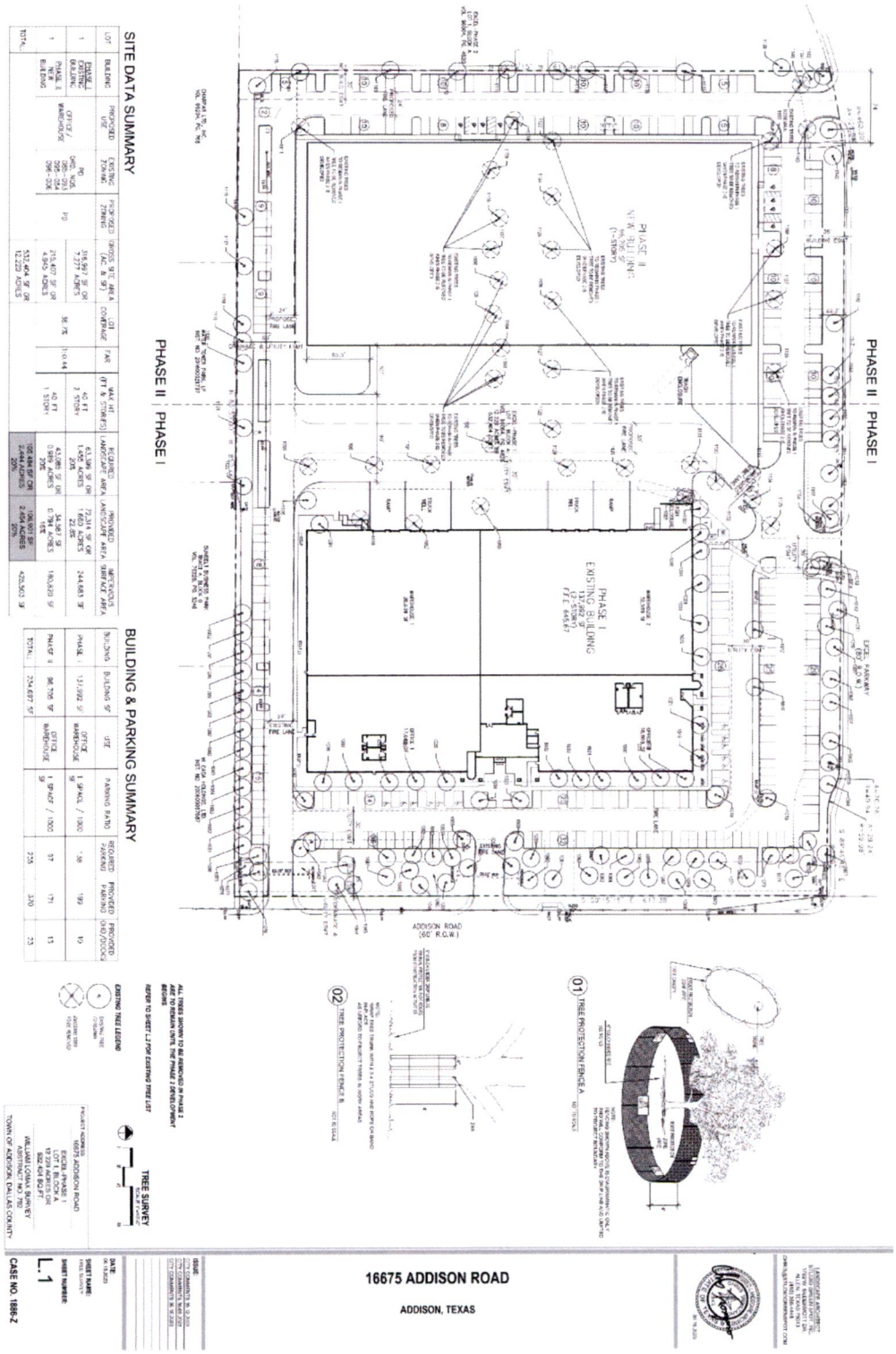
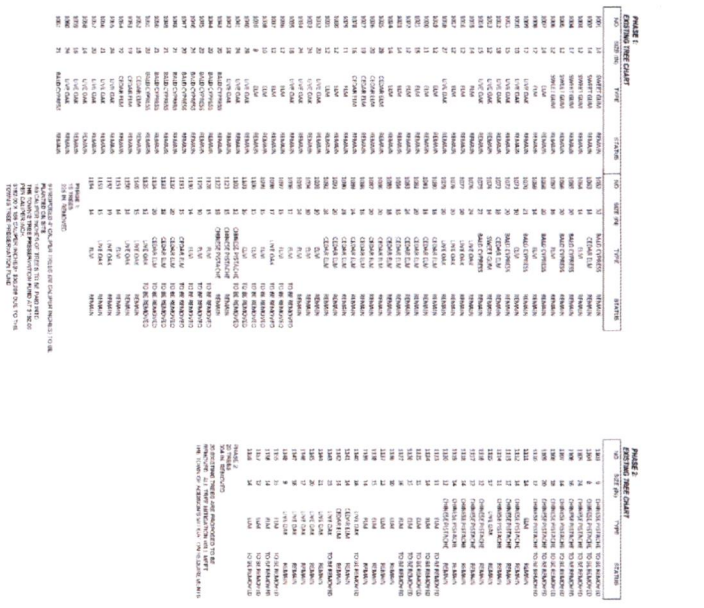

SITE DATA SUMMARY
BUILDING & PARKING SUMMARY
PHASE I
PHASE II
PHASE I EXISTING BUILDING
ADDISON ROAD (60' R.O.W.)
EXCEL PARKWAY (60' R.O.W.)
LEGEND
NOTES
16675 ADDISON ROAD, ADDISON, TX
16675 ADDISON ROAD
CP.1 - SITE PLAN PHASE I
WEAVER Engineering

EXHIBIT C



Town of Addison, Texas
Ordinance No. O23-32
XCasae 1886-Z/16675 Addison Road

EXHIBIT C



16675 ADDISON ROAD

ADDISON, TEXAS

EXHIBIT C

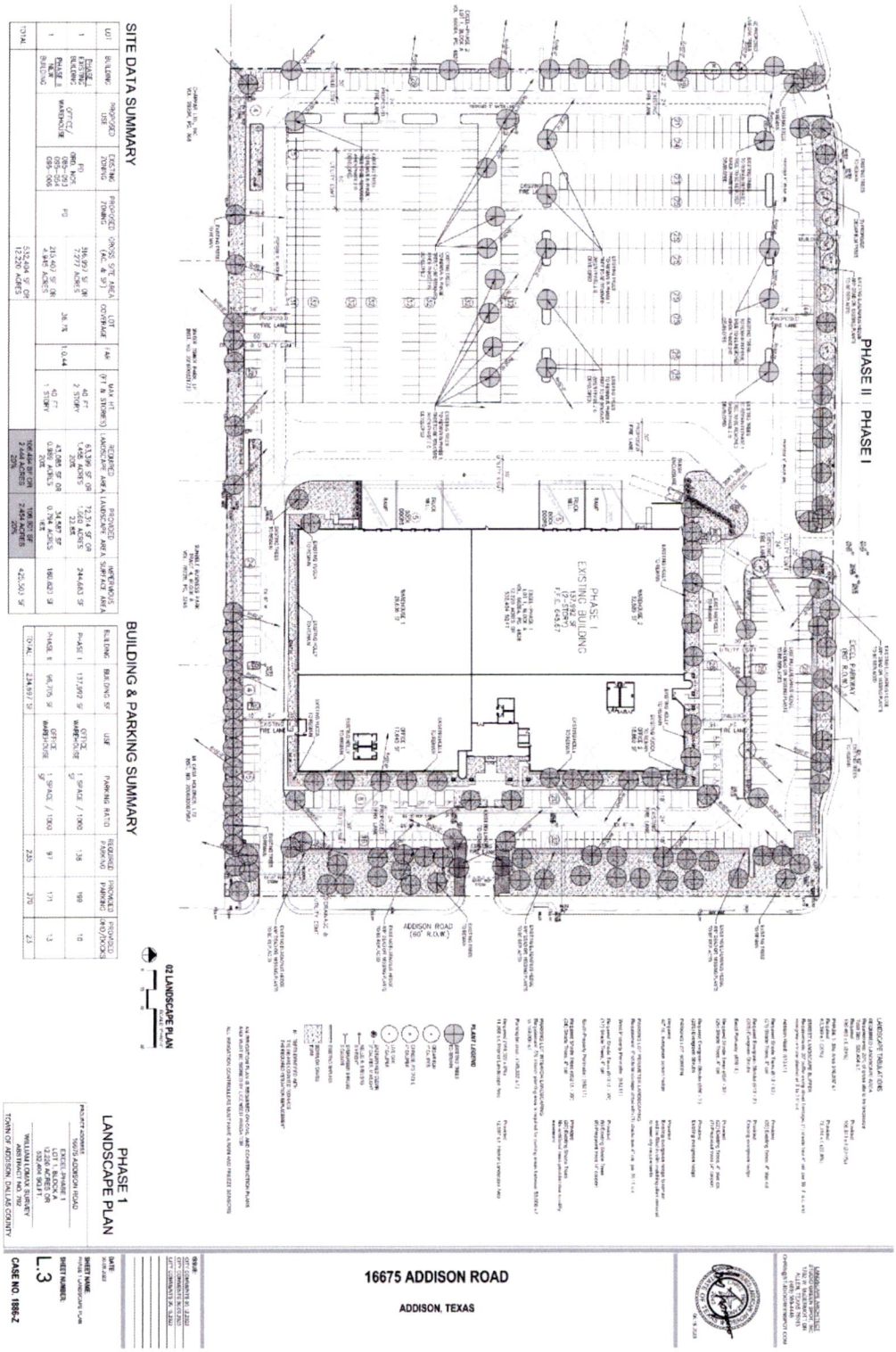
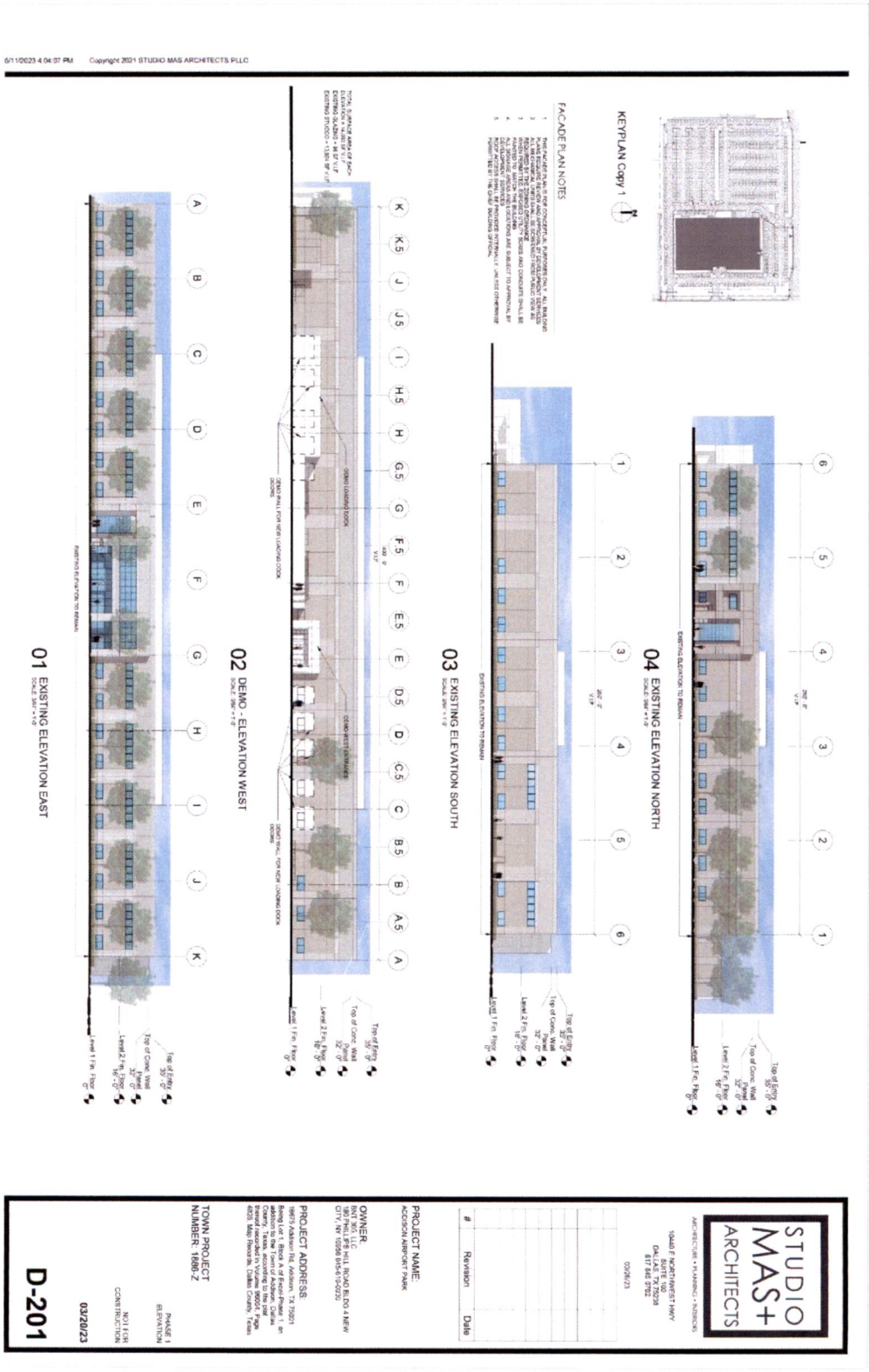

PHASE II
PHASE I
PHASE I
EXISTING BUILDING
137,992 SF
12.7 ± 0.45.37
ADDISON ROAD
(80' R.O.W.)
02 LANDSCAPE PLAN
SITE DATA SUMMARY
BUILDING & PARKING SUMMARY
PHASE 1
LANDSCAPE PLAN
16675 ADDISON ROAD
ADDISON, TEXAS
L.3
CASE NO. 1886-Z

EXHIBIT C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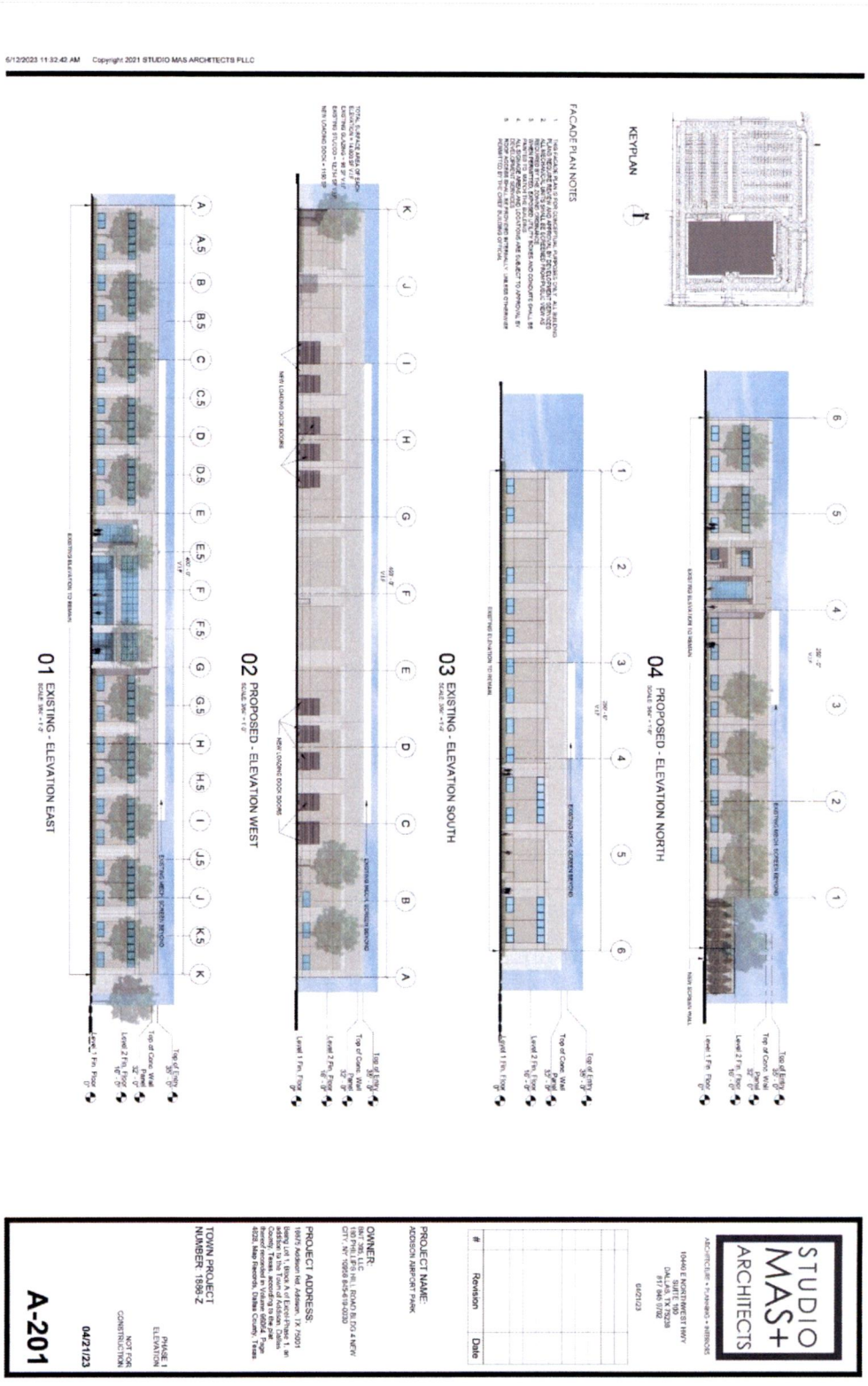
Copyright 2021 STUDIO MAS ARCHITECTS PLLC
KEYPLAN Copy 1
FACADE PLAN NOTES
04 EXISTING ELEVATION NORTH
03 EXISTING ELEVATION SOUTH
02 DEMO - ELEVATION WEST
01 EXISTING ELEVATION EAST
STUDIO MAS+ ARCHITECTS
10440 F NORTHWEST HWY
DALLAS, TX 75238
817 846 0782
02/28/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER
BNT 365, LLC
PROJECT ADDRESS:
16675 Addison Rd, Addison, TX 75001
TOWN PROJECT NUMBER: 1686-Z
PHASE I ELEVATION
NOT FOR CONSTRUCTION
03/20/23
D-201

EXHIBIT C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Copyright 2021 STUDIO MAS ARCHITECTS PLLC
KEYPLAN
FACADE PLAN NOTES
04 PROPOSED - ELEVATION NORTH
03 EXISTING - ELEVATION SOUTH
02 PROPOSED - ELEVATION WEST
01 EXISTING - ELEVATION EAST
STUDIO MAS+ ARCHITECTS
10440 E NORTHWEST HWY
DALLAS, TX 75238
#17 949 0702
6/7/23
Revision Date
PROJECT NAME:
ADDISON AIRPORT PARK
OWNER:
PROJECT ADDRESS:
TOWN PROJECT NUMBER 1886-Z
PHASE I ELEVATION
NOT FOR CONSTRUCTION
04/21/23
A-201

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EXHIBIT C

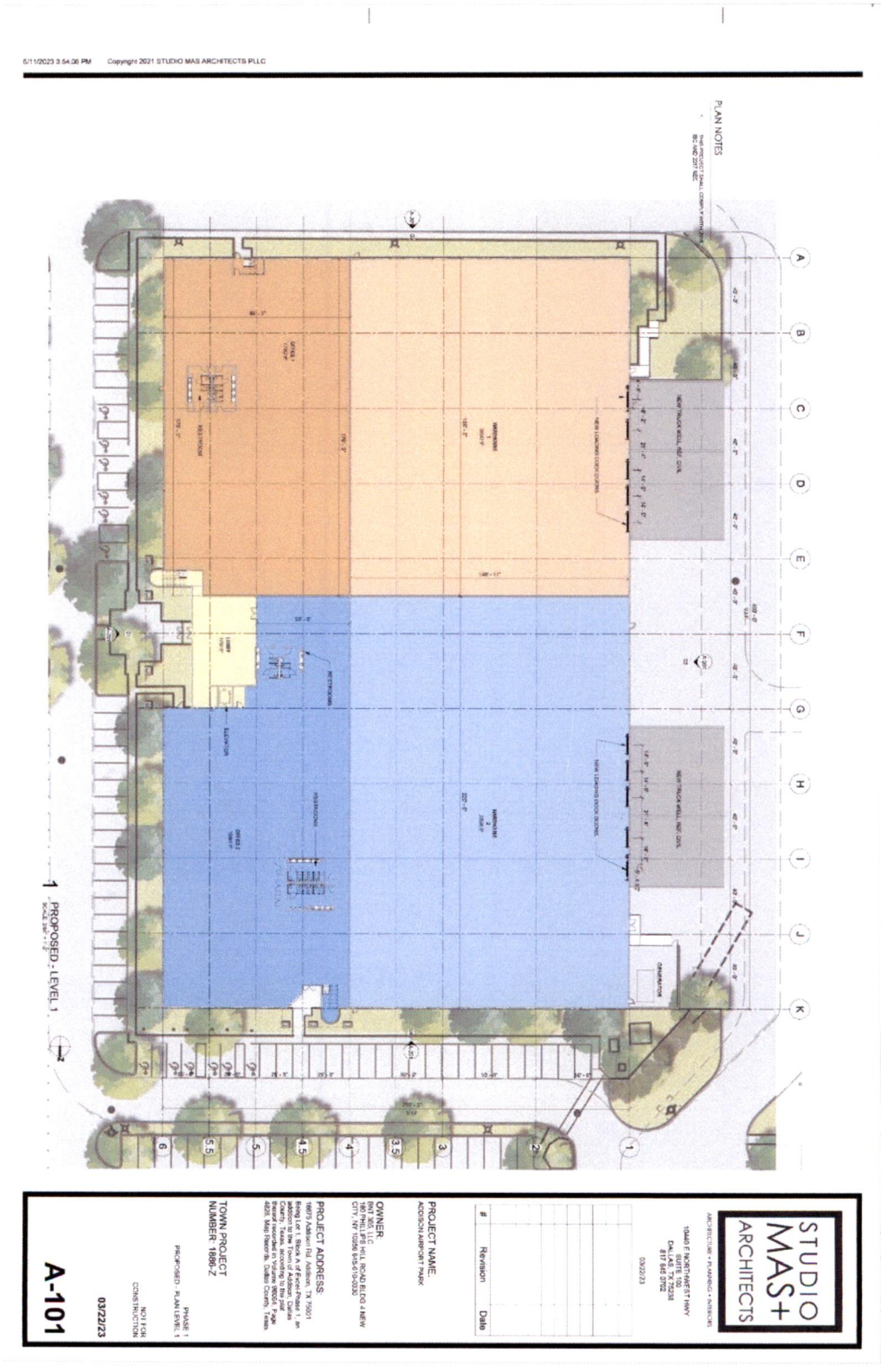

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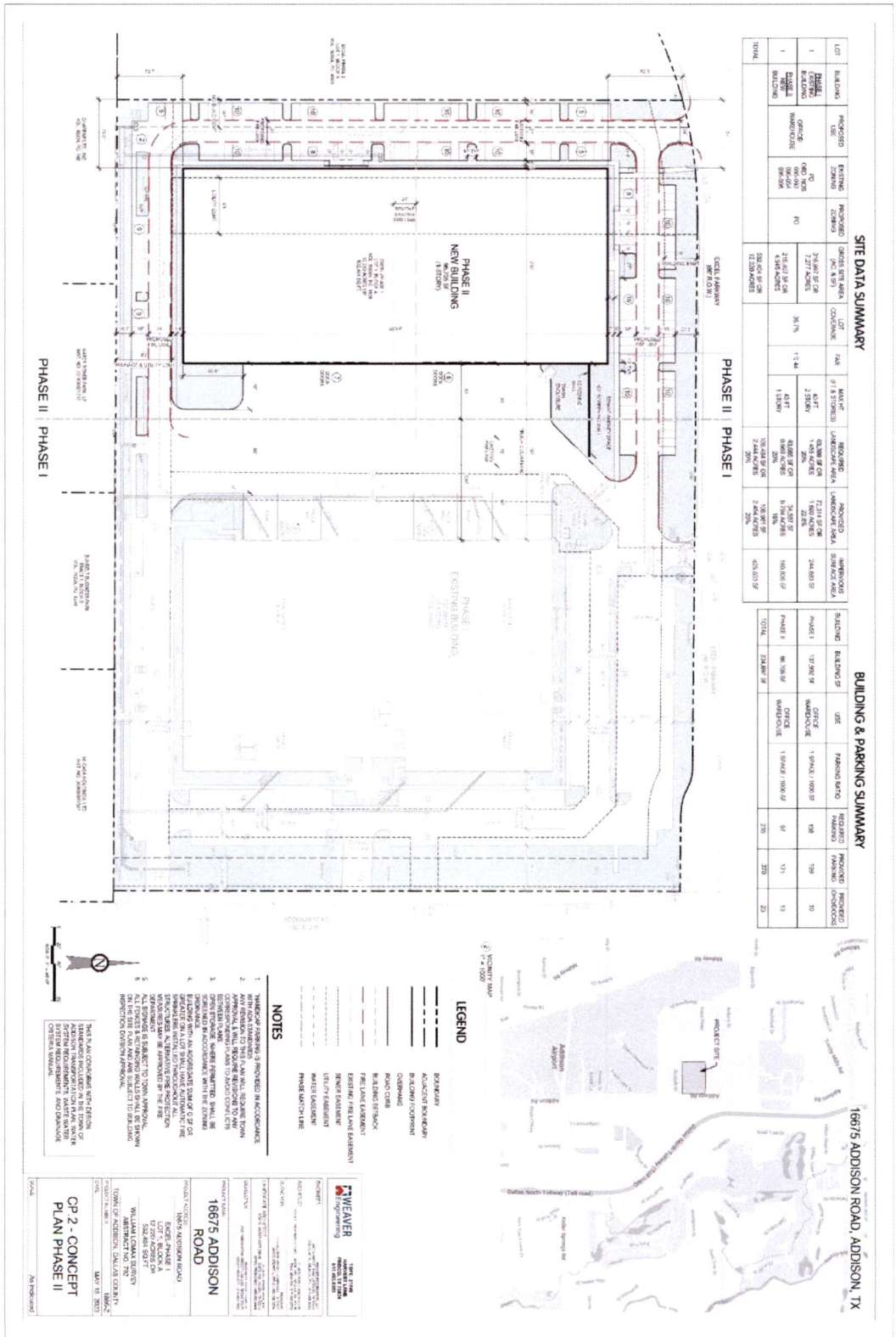
EXHIBIT C

DocuSign Envelope ID: 3C7DA888-5F8D-4773-A64A-7CE9874B57C2

EXHIBIT D



City Council (FY24) **6. a.**

Meeting Date: 11/14/2023

Department: Finance

AGENDA CAPTION:

Present, discuss, and consider action on the second 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 first reading occurred at the September 26, 2023 Council meeting. The second reading and final consideration of the ordinance is required to occur at least thirty days after the first reading, after which time the full text of the ordinance is to be published once a week for four consecutive weeks in the Dallas Morning News. After final passage, the ordinance would go into effect on January 1, 2024.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Atmos Energy Franchise

Presentation - Atmos Franchise 2nd Reading

ORDINANCE NO: _____

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 THE 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. LAYING OF LINES IN ADVANCE OF PUBLIC IMPROVEMENTS AND RELOCATION OF COMPANY'S FACILITIES

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, 2044, 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. EFFECT OF OTHER MUNICIPAL FRANCHISE ORDINANCE FEES ACCEPTED AND PAID BY COMPANY

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:

_____ _____
Irma G. Parker, Town Secretary Bruce Arfsten, Mayor
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

Atmos Energy Franchise Agreement Renewal 2nd Reading

Background

- Atmos Energy utilized Town-owned rights-of-way to deliver transport, and distribute natural gas in, out of, and through the Town to their customers, including all the public of the Town.
- The current agreement expires on December 31, 2023.
- The new agreement would extend from 2024 through 2043.
- Article VI, Section 6.02 of the Town's code of ordinances requires this ordinance to be read at two separate regular City Council meetings.

Background – cont.

- The first reading was at the September 26, 2023 Council meeting.
- The second reading must occur at least thirty days after the first reading.
- After the second reading, the ordinance will be published in the Dallas Morning News for four consecutive weeks.
- The ordinance will go into effect on January 1, 2024.

Questions?

City Council (FY24) **6. b.**

Meeting Date: 11/14/2023

Department: Economic Development
Pillars: Innovation in Entrepreneurship & Business
Optimize the Addison Brand
Milestones: Effectively utilize and promote the Silver Line development with a first mile/last mile solution

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AGENDA CAPTION:

Consider action on a Resolution approving a Master Lease Agreement between the Town of Addison and Dallas Area Rapid Transit (DART), setting forth the terms and conditions of a ground lease of DART's Addison Transit Center property for inclusion in a future Transit Oriented Development project.

BACKGROUND:

In 2021, the Town solicited development proposals for a transit oriented development project on city-owned property north of DART's Addison Transit Center, in anticipation of the opening of rail service on the Silver Line, with an option to include DART's property in future phases. The Town and DART subsequently approved an Interlocal Agreement (ILA) that set forth the terms and conditions for the Town to enter into a long-term ground lease of the transit center property, which is 5.5+- acres in size. DART's property holdings include the existing transit center and the adjacent office building (the "Baumann Building").

At the October 24th meeting, City Council had questions about the following provisions of the lease:

Timeline for Engaging a Developer and Commencement of Construction - After the effective date of the lease, the Town has 48 months to engage a master developer and enter into a development agreement or sublease for the property. The lease also provides a 60 month "Pre-Development Period" for the developer to secure zoning, financing, prepare plans and commence construction. These time frames are concurrent.

Rent Commencement – Annual rent is not due until the first to occur of the following:

- 60 months after the effective date (the "Pre-Development Period");
- The town issues a Certificate of Occupancy for the first building; or
- Construction activities impact DART's transit activities.

Determination of Annual Base Rent and Subsequent Rent Adjustments – the initial annual base rent is determined by an appraisal process and does not change for the first five years after rent commencement. After five years and then at 10-year intervals, a reappraisal process adjusts the annual base rent by no less than 2% or more than 3% per year.

Unsubordinated Ground Leases – An unsubordinated ground lease allows the master developer and tenants of the project to obtain financing and encumber their respective leasehold interests to secure the loans, but DART's ownership cannot be encumbered. If the master developer defaults on a loan, its lender has no right to foreclose on DART's interest in the property. However, the master developer and its lender have the right to cure defaults under the master lease and also the right to receive a recognition agreement from DART that acknowledges the interests of the mortgage holder.

Summary of Lease Terms:

The major provisions of the Master Lease Agreement, which are in accordance with the approved ILA, are:

Term

- An initial term of 49 years, with two 25-year extension options.
- DART may terminate the Master Lease Agreement if no construction has commenced on the DART property within 60 months of its approval. The lease may also be terminated on the Baumann Building property if construction has not commenced within 10 years.
- The Town may terminate the Master Lease agreement if no sublease or development agreement with a master developer has been approved within 48 months after the effective date of the agreement.

Base Rent

- The lease provides a Pre-Development Period of up to 60 months for the Town to select a master developer, who in turn must acquire financing and complete the surveying/zoning/planning/platting and permitting process. DART receives no base rent during the Pre-Development Period. Rent will commence when the Pre-Development Period ends, or the Town issues a Certificate of Occupancy for the first building on the DART property, or when DART's ability to use the transit facilities is adversely impacted, whichever occurs first. DART will continue to collect all rent and other revenue from the lease of the Baumann Building until Base Rent becomes payable.

- Annual base rent is calculated as follows:
    - For the first 5 years of the lease, the base rent for DART's land is determined by an "as developed" appraisal conducted immediately after

selection of the master developer, based on the proposed development plan, but also taking into consideration the impact of DART's operational and infrastructure requirements. The appraised value of DART's land will be multiplied by 4% to establish the base rent.

- Appraisals will be conducted by one appraiser selected by the Town and DART and another chosen by the master developer. If the two appraisals are within 5% of the same value, the average will be used to calculate the base rent. If the difference in the two appraisals differs more than 5%, the two appraisers shall jointly select a third appraiser to make that determination.
- A reappraisal shall be conducted initially after 5 years, and then every 10 years to reset the base rent. During these periods, the base rent shall be adjusted by not less than 2% but not more than 3% per year since the previous adjustment.
- In addition, if the improvements actually constructed on the DART property deviate significantly from the original development plan, DART or Addison may require an adjustment to the annual base rent. The appraisal for this adjustment would be based on the actual improvements on DART's property.

- Excess Rent – Although unlikely, if the Town receives annual rent from the master developer for DART's property that exceeds the rent payable to DART, the excess rent is shared equally between the Town and DART. Property tax, sales tax and other tax receipts are not considered base rent, nor is any rent paid by the master developer which is rebated, credited or refunded by the Town for reimbursement of development costs.

Unsubordinated Ground Lease – the Master Lease Agreement will be unsubordinated, but with appropriate protections for subtenants and lenders.

Covenants, Conditions and Restrictions (CCRs) – The Town and DART will enter into a set of CCRs that prohibits noxious uses on all properties but promotes the development of a high-density, mixed-use transit-oriented development. Development and uses shall comply with DART's adopted Transit Oriented Development Guidelines and specific uses, such as self-storage and a stand-alone parking garage are prohibited on DART's property.

Capital and Operational Expenditures

- Project Capital and Operational Expenditures – The master developer will be responsible for all capital expenditures for infrastructure and facility improvements and replacements, and for property management. DART will remain responsible for capital expenditures related to the rail line and platform, ticket kiosks, information boards and associated infrastructure, as

well as operating expenses related to transit operations.

- DART Operational and Infrastructure Requirements – DART's ongoing bus and rail operations must be accommodated and continued as part of the development, in accordance with the requirements attached as Exhibit "B" to the lease.

Master Developer Selection – The Town has exclusive authority to solicit proposals from developers, to select the master developer and enter into a sublease for DART's property and associated development agreements. DART will review correspondence and documents related to any development proposals, development agreements and sublease documents.

FTA Compliance – The lease and use of DART's property is subject to compliance with Federal Transit Administration requirements.

General Provisions – The lease also contains general provisions such as requirements for insurance, utility and tax payments; provisions for use of maintenance of the property and improvements; and the terms for subleasing to the master developer.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Resolution - DART Master Lease

Presentation - DART Master Ground Lease

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A GROUND LEASE BETWEEN THE TOWN OF ADDISON AND DALLAS AREA RAPID TRANSIT (DART), SETTING FORTH THE LEASE TERMS AND CONDITIONS FOR DART'S ADDISON TRANSIT CENTER PROPERTY IN CONNECTION WITH THE TOWN'S FUTURE TRANSIT ORIENTED DEVELOPMENT PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, in April 2021, the City Council for the Town of Addison ("Town") solicited proposals from qualified developers for the creation of a distinctive and creative regional destination linking the new DART Silver Line rail station with Addison Circle Park, combining a mix of non-residential and residential uses and urban densities appropriate for the location, and compatible with Addison Circle and the surrounding area (the "Project"); and

WHEREAS, on July 8, 2021 the Town and DART executed an interlocal agreement (the "ILA") related to the development and use of approximately 5.5 acres of land owned by DART (the "Property") in connection with the Project; and

WHEREAS, in conformance with the ILA, the Town and DART desire to execute a ground lease for the Property wherein DART, as landlord, will lease the Property to the Town, as tenant, for the Town's development and use of the Property in connection with the Project.

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

SECTION 1. The City Council hereby approves the Ground Lease between the Town of Addison and Dallas Area Rapid Transit (DART), a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the same.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***NOVEMBER 2023*.**

TOWN OF ADDISON, TEXAS

_____

Bruce Arfsten, Mayor

ATTEST:

_____

Irma Parker, City Secretary

GROUND LEASE

Between

DALLAS AREA RAPID TRANSIT

As Landlord

and

THE TOWN OF ADDISON, TEXAS

As Tenant

SCHEDULE OF EXHIBITS

Exhibit A – Site Map
Exhibit B – Landlord's Operational & Infrastructure Requirements
Exhibit C – TOD Policy/Guidelines

GROUND LEASE

THIS GROUND LEASE (this "**Lease**") is executed by and between DALLAS AREA RAPID TRANSIT, a regional transportation authority created and existing pursuant to Chapter 452, Texas Transportation Code ("**Landlord**"), and the TOWN OF ADDISON, TEXAS ("**Tenant**") on **24th** day of **OCTOBER 2023** ("**Effective Date**").

RECITALS

WHEREAS, Landlord is the fee simple owner of approximately 5.5 acres of land (the "**Property**") located in the immediate vicinity of the Addison Transit Center ("**Addison Station**"), which is depicted in Exhibit A attached hereto; and

WHEREAS, Landlord desires to lease the Property to Tenant and Tenant desires to lease the Property from Landlord for the purpose of implementing a transit-oriented development at Addison Station ("**Development**"); and

WHEREAS, this Lease is executed and exchanged between Landlord and Tenant pursuant to the terms of that certain Interlocal Agreement, dated July 8, 2021, related to the Development (as may be amended from time to time, the "**ILA**"); and

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, the terms of this Lease are consistent with the terms of a market rate ground lease taking into consideration the future operational requirements of Landlord with respect to transit services that must be accommodated in the Development; and

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

ARTICLE 1
Definitions

"**Addison Station**" means the Addison Transit Center located at 4925 Arapaho Road, Addison, Texas, as depicted in Exhibit A attached hereto.

"**Annual Base Rent**" means the amount of base rent due to Landlord from Tenant on an annual basis, as provided in Section 3.2.

"**Additional Rent**" means all amounts, costs, expenses, liabilities and obligations which Tenant is required to pay pursuant to the terms of this Lease other than Annual Base Rent, including amounts, costs, expenses, liabilities and obligations due to or incurred by Landlord as a result of or in connection with the exercise of any right of Landlord under this Lease resulting from Tenant's failure to perform any obligation hereunder.

"**Casualty**" means damage or destruction to any Improvement by fire, windstorm, flooding, or other accident, mishap, or disaster.

"**Claims**" means any and all liabilities, obligations, claims, damages (excluding, consequential damages), losses, penalties, demands, causes of action (whether in tort or contract, in law or at equity, or otherwise), suits, judgments, liens, disbursements, charges, assessments, costs and expenses (including reasonable attorneys' and experts' fees and expenses) of any kind, nature or description.

"**Compliance Matters**" has the meaning set forth in Section 6.3.

"**Development**" means Tenant's planned transit-oriented development at the Addison Station.

"**Development Agreement**" means the agreement (which may be a sublease) executed or to be executed by Tenant and Master Developer within forty-eight (48) months from the Effective Date that provides for the design and construction of the Development by Master Developer.

"**Default Rate**" means the lesser of (i) the sum of the Prime Rate plus 4%, or (ii) the maximum rate of interest which, under Texas Law, Landlord is then permitted to charge Tenant with respect to the obligation in question.

"**Effective Date**" means October 24, 2023.

"**Exempt Transfer**" means the acquisition by any Leasehold Mortgagee or its designee of the Leasehold through the exercise of any right or remedy of such Leasehold Mortgagee under a bona fide Leasehold Mortgage, including any assignment of the Leasehold to the Leasehold Mortgagee or its designee made in lieu of foreclosure.

"**FTA**" means the United States Department of Transportation Federal Transit Administration.

"**ILA**" means the Interlocal Agreement, dated July 8, 2021, between Landlord and Tenant related to the implementation of a transit-oriented development at the Addison Station, as amended by the First Amendment to the Interlocal Agreement, dated July 8, 2022.

"**Full Insurable Value**" means actual replacement value (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level and other items not customarily insurable under all risk policies from time to time).

"**Improvements**" means any and all buildings, structures, utility installations, paving, landscaping and other improvements now or hereafter located on the Property, including any subsequent alterations, additions or replacements, and all fixtures and non-movable equipment owned or leased by Tenant.

"**Landlord Parties**" mean Landlord and Landlord's directors, officers, agents, employees, contractors, partners, and lenders.

"**Leasehold**" means the leasehold estate of Tenant created by this Lease.

"**Leasehold Mortgage**" means a mortgage that encumbers, as security for one or more loans, indebtedness or obligations, only Tenant's right to use and occupy the Property as herein provided, the Leasehold, all of Tenant's right, title and interest in and to any Improvements at any time located on the Property, and any other property so affixed to the Property as to be a part thereof.

"**Leasehold Mortgagee**" means the holder of a Leasehold Mortgage.

"**Legal Requirements**" means all laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, orders including court orders, resolutions, rules, regulations, permits, licenses, authorizations, administrative orders, opinions, decisions, and other requirements of any governmental authority with jurisdiction over the Property.

"**Master Agreement**" means that certain United States Department of Transportation Federal Transit Administration Master Agreement dated November 2, 2022, for Federal Transit Administration Agreements authorized by 49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by the Infrastructure Investment and Jobs Act of 2021, the Fixing America's Surface Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other federal laws that FTA administers, as the same may be amended and supplemented from time to time.

"**Master Developer**" means the developer to be selected by Tenant to design and construct the Development in accordance with the ILA and the Development Agreement. In the event the initial Master Developer is replaced by another developer selected by Tenant to design and construct the Development in accordance with the ILA and the Development Agreement, then "Master Developer shall then mean such substituted developer.

"**Offer**" has the meaning set forth in Section 16.21.

"**Permitted Exceptions**" means all recorded documents which are valid and subsisting and affect title to the Property as of the Effective Date.

"**Pre-Development Period**" shall mean the sixty (60) months following the Effective Date, during which Tenant shall be performing some or all of the following activities: finalizing the Development Agreement selection, survey/platting, securing entitlements, financing, completion of permitting, and commencement of construction.

"**Property**" means the approximately 5.5 acres of land located in the immediate vicinity of the Addison Station, depicted in Exhibit A attached hereto.

"**Property Value**" means the as-developed fair market value of the Property, as determined through the Property Valuation Process set out in Section 3.2.

"**Property Valuation Process**" means the process for determining the Property Value, set out in Section 3.2.

"**Remedial Work**" has the meaning set forth in Section 14.1.

"**Rent Reduction Percentage**" has the meaning set forth in Section 11.3.

"**ROFR Election Notice**" has the meaning set forth in Section 16.21.

"**Security Device**" has the meaning set forth in Section 12.3(b).

"**Taxes**" means taxes, general and special assessments and other public charges of every description levied or assessed against the Property, any personal property located on the Property, and the Leasehold and which are attributable to the Term following the Rent Commencement Date.

"**Tenant Parties**" mean Tenant and Tenant's officers, directors, agents, employees, contractors, partners and lenders of Tenant.

"**Tenant's Adjoining Property**" means the approximately _____ acre tract depicted on Exhibit A attached hereto.

"**Term**" means the Initial Term, First Extension Term (if applicable), and Second Extension Term (if applicable), collectively.

"**Third-Party Purchaser**" has the meaning set forth in Section 16.21.

"**TOD Policy/Guidelines**" means the DART Transit Oriented Development Policy, as amended in February 2020 by DART Board Resolution No. 200033 and the DART Transit Oriented Development guidelines published in September 2020, attached hereto as Exhibit C.

ARTICLE 2
Grant of Term

2.1. Grant.

For and in consideration of the mutual covenants and agreements contained herein, subject to the Permitted Exceptions, Landlord hereby grants and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Property, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto, exclusively unto Tenant and its successors and permitted assigns, for the Term, on the terms and conditions set forth in this Lease. Landlord shall WARRANT AND FOREVER DEFEND unto Tenant and its successors and permitted assigns the Leasehold against every Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Landlord, but not otherwise, subject to the Permitted Exceptions and easements and other rights contained in and/or arising pursuant to the Development Agreement. Landlord will deliver actual possession of the Property under this Lease to Tenant on the Effective Date.

2.2. Term.

Initial Term. The initial term of this Lease (the "**Initial Term**") shall commence upon the expiration of the Pre-Development Period and continue for forty-nine (49) full calendar years.

First Extension Term. Tenant may extend this Lease for a period of twenty-five (25) full calendar years (the "**First Extension Term**"), commencing on the day immediately following the day of expiration of the Initial Term, by providing written notice to Landlord no later than ninety (90) days before the expiration of the Initial Term. Tenant may not have a default that remains uncured after the expiration of all applicable notice and cure periods as of the time of the extension.

Second Extension Term. Tenant may extend this Lease for a period of twenty-five (25) full calendar years (the "**Second Extension Term**"), commencing on the day immediately following the day of expiration of the First Extension Term, by providing written notice to Landlord no later than ninety (90) days before the expiration of the First Extension Term. Tenant may not have a default that remains uncured after the expiration of all applicable notice and cure periods as of the time of the extension.

2.3. "AS IS" Condition.

Tenant accepts the Property "AS IS, WHERE IS, AND WITH ALL FAULTS". Landlord makes no representations or warranties as to the condition of the Property and Landlord expressly disclaims all such representations and warranties. Tenant represents and warrants to Landlord that it has made its own inspections and investigations of the Property and is not relying on any representations or warranties from Landlord. Tenant's obligation to pay rent (without offset, credit, abatement or other reduction) and perform its other obligations under this Lease is not dependent upon the condition of the Property or its suitability for any particular purpose.

After the Effective Date, as between Landlord and Tenant only, Tenant ASSUMES THE RISK of liability or expense for environmental problems, even if arising from events before the Effective Date, regardless of whether the environmental problems were known or unknown at the Effective Date. Upon the Effective Date, Tenant RELEASES Landlord from any liability for environmental problems affecting the Property, including liability under Environmental Laws, excluding any Claims resulting directly from the acts or omissions of a Landlord Party after the Effective Date. For clarity, in no event shall Tenant be deemed to have assumed any liability to any third parties for any environmental problems that arise from events occurring before the date Tenant is given possession of the Property.

2.4. Reservations by Landlord.

Landlord expressly reserves the right to proceed with the construction, operation and maintenance of its public transit system, including rail, bus, and ancillary facilities in the Landlord's right-of-way adjacent to the Property or in any property (other than the Property) owned or used by Landlord in the vicinity of the Property. Tenant recognizes and acknowledges that the activities of Landlord may cause noise, vibrations, fumes, deposits of dust, fuel particles incident to normal operations, interference with sleep and other activities, and any other nuisance in connection with any of the foregoing. It is understood by Tenant that Landlord may proceed with the construction, operation and maintenance of its public transit system in Landlord's right-of-way adjacent to the Property or in any property owned or used by Landlord in the vicinity of the Property without building, installing or otherwise providing any noise or vibration reduction or mitigation structures or improvements, except as may be consistent with good construction and transit operation practices. Should Tenant or Master Developer determine that additional noise or vibration

reduction or mitigation is required in connection with the use and operation of the Property by Tenant and/or Master Developer, Landlord agrees to reasonably cooperate with Tenant and Master Developer in the implementation of such noise or vibration reduction and mitigation, to the extent the normal operation of Landlord's public transit system is not adversely impacted in any material respect. Tenant and Master Developer shall be responsible for the payment of the additional out of pocket costs incurred by Landlord in connection with the implementation of the additional noise or vibration reduction or mitigation required by Tenant or Master Developer. By acceptance of this Lease, Tenant RELEASES, DISCHARGES and FOREVER ACQUITS Landlord, its successors, assigns and affiliates, and their respective directors, officers, agents, contractors, successors and assigns, from all liabilities claims, demands and causes of action now existing or that may hereafter arise for damage, loss or injury to the Property or any Improvements thereon or to any person occupying the Property or the Improvements thereon due to any noise, vibration, fumes, deposits of dust, fuel particles incidental to the normal operation of a public transit system, interference with sleep and other activities, or any other nuisance in connection with any of the foregoing resulting from the use of Landlord's or any affiliate of Landlord's property for the normal operation of a public transit system (including, without limitation, for construction, installation, operation and maintenance). Landlord agrees to at all times operate its public transit system in compliance with all applicable laws, codes and ordinances.

ARTICLE 3
Annual Base Rent and Net Lease

3.1. Manner and Timing of Payment.

No Annual Base Rent shall be due or payable until the date (the "**Rent Commencement Date**") that is the first to occur of the following: (i) sixty (60) months after Effective Date ("**Pre-Development Period**"), (ii) the date Landlord's ability to use the transit facilities located on the Property is materially and adversely impacted by development or construction activities unless alternate transit facilities reasonably comparable to Landlord's current transit facilities are provided by Tenant for Landlord's use within reasonable proximity to the current transit facilities; and (iii) the date of issuance of a Certificate of Occupancy for the first building completed by Tenant or Master Developer on the Property. Annual Base Rent shall be payable to Landlord in equal monthly installments, beginning on the Rent Commencement Date. For clarity, Annual Base Rent shall not be payable prior to the Rent Commencement Date.

Throughout the Term, Landlord shall be responsible for the payment of all expenses relating to its transit operations. Landlord may continue to collect, for its own account, all rent and other revenue from the Bowman Building (identified on Exhibit A) and other areas of the Property currently leased by Landlord to third parties, if any, until the Rent Commencement Date. All operating and capital expenses incurred prior to the Rent Commencement Date shall be Landlord's responsibility.

3.2. Amount of Annual Base Rent.

Within ninety (90) days of Landlord and Tenant's approval of the final site plan for the Development, the Parties shall determine Annual Base Rent for the first five (5) years following the Rent Commencement Date by multiplying the Property Value, as determined by the Property Valuation Process set out below, by four percent (4%); *provided, however*, if the Rent

Commencement Date occurs prior to the Parties' determination of the Annual Base Rent, then Annual Base Rent will begin accruing on the Rent Commencement Date but shall not be due and payable to Landlord until the Parties' have conducted the Property Valuation Process and determined the Annual Base Rent. Tenant shall promptly pay all accrued Annual Base Rent due to Landlord upon determination of the Annual Base Rent.

Adjustment to Annual Base Rent. In the event the Improvements actually being constructed on the Property represent a significant departure from the improvements set forth in the Development Agreement, either Party shall have the option to require an adjustment of Annual Base Rent by providing written notice to the other Party.

Following written notice requiring an adjustment of the Annual Base Rent, the Parties shall determine the as-developed fair market value of the Property (**"Property Value"**) through the following process (**"Property Valuation Process"**):

(a) Landlord and Tenant shall jointly select an appraiser and Master Developer shall select an appraiser to determine the Property Value, taking into consideration the "as stabilized" value of all improvements to be constructed on the Property according to Master Developer's development plan, any property dedicated solely to Landlord, and Landlord's operational and infrastructure requirements outlined in Exhibit B. For clarity, the value of the improvements shall not be included in the Property Value except as such improvements may increase the value of the land.

(b) If the higher of two (2) appraisals does not exceed the lower appraisal by more than five percent (5%), the Property Value shall be the average of the two (2) appraisals. If the difference in the respective determinations of Property Value is greater than five (5%), the two (2) appraisers shall jointly select a third appraiser and the determination of the Property Value shall be made by such third appraiser.

The Property Value, as determined by the Property Valuation Process, shall be binding on the Parties.

Periodic Adjustments to Annual Base Rent. Annual Base Rent shall be adjusted using the Property Valuation Process no later than (i) 180 days preceding the expiration of the fifth ($5^{th)}$ year following the Rent Commencement Date and every tenth (10^{th}) year thereafter, and (ii) 180 days preceding the commencement of the First Extension Term and Second Extension Term (if exercised), respectively, and every tenth (10^{th}) year thereafter; provided, however, Annual Base Rent shall never be periodically adjusted by less than two percent (2%) per year (on a non-cumulative, non-compounding basis) nor by more than three percent (3%) per year for the period since the most recent Annual Base Rent adjustment.

3.3. Net Lease.

Annual Base Rent shall be payable to Landlord on an absolute net basis; accordingly, Tenant agrees to pay all operating and capital expenses in connection with the operation, maintenance, repair, restoration, use or occupation of the Property including the costs, charges and assessments related to utilities, taxes, and insurance (subject only to Landlord's obligations with respect to all operating expenses related to Landlord's transit operations, including operation of

any dedicated patron parking, bus lane pavement, the transit platform and rail lines), without offset for any reason or cause whatsoever. Nothing contained in this Lease shall require Landlord to furnish to Tenant or any other occupant of the Property any water, sewer, gas, heat, electricity, light, power, or any other facilities, labor, materials, or services of any kind whatsoever.

3.4. Utilities.

From and after the Rent Commencement Date, Tenant shall pay or cause to be paid when due any and all charges for water, electricity, gas, storm sewer, sanitary sewer, sewage, waste, utility installations and connections, trash and garbage disposal, cable television, telephone, internet access and other utility services furnished to the Property (excluding charges for any utilities provided for Landlord's transit operations, which charges shall be paid by Landlord).

3.5. Taxes.

Tenant shall pay, or cause to be paid, to the appropriate taxing authority all taxes, general and special assessments and other public charges of every description (collectively called "**Taxes**") levied on or assessed against the Property, any personal property located on the Property (other than personal property of Landlord located on the Property) and the Leasehold which are attributable to the Term following the Rent Commencement Date. Tenant shall pay, or cause to be paid, the Taxes, or any installment thereof if permitted to be paid in installments, before the day on which any interest or penalty is imposed upon such payment whether belonging to or chargeable against Landlord or Tenant. Tenant shall not be required to pay, and the term "Taxes" shall not include, any income, estate, gift, inheritance, transfer, capital levy franchise profits or similar tax that may be payable by Landlord or any tax measured by or based on the net income of Landlord. Landlord confirms that Landlord is not currently subject to tax under applicable state or federal laws, and Landlord shall use diligent efforts to preserve such tax status throughout the Term.

Tenant and Landlord shall act in cooperation to attempt to (i) cause the Property and the Leasehold to be carried on the assessment records and tax rolls separate from other property owned by Landlord, and (ii) cause the bills for Taxes to be issued directly to Tenant rather than Landlord. A copy of the bill for Taxes shall be furnished by Tenant to Landlord promptly upon receipt of the same and evidence of payment in full shall be sent to Landlord at the time Tenant pays such bill to the taxing authorities. If received by Landlord, Landlord shall furnish all tax bills relating to the Property and the Leasehold to Tenant promptly upon receipt. Upon Landlord's written request, Tenant shall promptly furnish to Landlord receipts indicating payment, the certification of Tenant's chief financial officer, or other reasonable proof that Taxes have been paid.

Tenant shall use commercially reasonable efforts to cause the Improvements on the Property to be assessed and taxed as a tax parcel separate and apart from the Property.

3.6. Late Payment.

If any Annual Base Rent payment is not made when due, and if such failure continues for a period of ten (10) days after Tenant's receipt of written notice of such failure, then a late payment fee in an amount equal to three percent (3%) of the amount of such Annual Base Rent shall be owed and paid by Tenant to Landlord together with such payment of Annual Base Rent and such payment of Annual Base Rent shall also bear interest, prorated on a daily basis, at the Default Rate,

from the due date until paid. Late payment fees and interest shall be due on late payments without any notice and regardless of whether or not a Default or an Event of Default ever occurs with respect thereto.

ARTICLE 4
Early Termination Without Default

4.1. Early Termination by Landlord.

Landlord may terminate this Lease in the event construction has not commenced on the Property within sixty (60) months after the Effective Date. In addition, Landlord may terminate this Lease with respect to the platted lot upon which the Bowman Building is located, as shown on Exhibit A attached hereto, if construction has not commenced on such lot within ten (10) years after the Effective Date, in which case the Annual Base Rent shall be equitably adjusted by the Parties to account for the part of the Property released from this Lease.

Landlord does not, by reason of this Section 4.1, waive any right to assert a cause of action or counterclaim against Tenant for its breach of this Lease.

4.2 Early Termination by Tenant.

In the event Tenant is unable to enter into the Development Agreement or subleases with Master Developer within forty-eight (48) months after the Effective Date, Tenant may terminate this Lease by providing written notice to Landlord.

Except as expressly provided in this Section 4.2 or as may otherwise be expressly set forth in this Lease, Tenant shall not have any right to terminate this Lease during the Term. The obligations of Tenant under this Lease shall be separate and independent covenants and agreements. Annual Base Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and the obligations of Tenant under this Lease shall continue unaffected until this Lease has been terminated pursuant to this Article 4 or another section of this Lease pursuant to which Tenant has the right to terminate this Lease.

ARTICLE 5
Use Provisions and Maintenance

5.1. Permitted Uses.

Tenant and all subtenants, sub-subtenants, licensees and concessionaires may only use the Property as part of a mixed use transit-oriented development consistent with the DART Transit Oriented Development Policy, as amended in February 2020 by DART Board Resolution No. 200033 and the DART Transit Oriented Development guidelines published in September 2020, attached as Exhibit C hereto, including without limitation, mid- to high-density urban mixed use development supporting office, residential, entertainment, retail and maker space uses, public and private parking requirements, and specialized transit infrastructure requirements of Landlord that are associated with the operations of bus, rail and ancillary facilities at Addison Station. The permitted use of the Property must be consistent with a best-in-class transit-oriented urban mixed-

use development in terms of density and mix of uses and is subject to and conditioned on Landlord's reservations set out in Section 2.4.

Tenant shall ensure that Master Developer and all other subtenants comply with, at a minimum, the operational and infrastructure requirements for continuation of Landlord's transit services and public accommodation on the Property, as described in Exhibit B attached hereto, at all times. Any modification or improvement to the Property that directly and adversely impacts Landlord's operational needs, as described in Exhibit B attached hereto, shall be subject to the review and approval of Landlord in advance, which approval shall not be unreasonably withheld, delayed, or conditioned.

The Property shall not be used for any of the noxious uses described in Exhibit B attached hereto, for mini-storage or mini-warehouse purposes, or for a stand-alone parking garage that is not integrated into the Development to provide parking support for a hotel, office building, retail building, transit center or other building on the Property.

5.2. Compliance with Legal Requirements.

Tenant shall obey, perform and comply, and shall cause the Property to comply, with any and all Legal Requirements existing at any time during the Term in any way affecting the Property, or the use or condition thereof, including the construction, alteration or demolition of the Improvements, or in any other way affecting this Lease. Tenant shall not permit or suffer the Property to be used in any manner which violates applicable Legal Requirements. Tenant shall have the right to contest in good faith the validity of any such Legal Requirements. Tenant shall at its sole expense and risk obtain any and all licenses and permits necessary for its use of the Property. Upon request of Tenant, Landlord will join in the applications for any such licenses and permits or otherwise as necessary to comply with the Legal Requirements, provided Landlord shall not be required to incur or pay any costs or expenses in connection therewith.

Tenant shall observe, perform and comply with, and cause the Property to comply with, and carry out the Permitted Exceptions and any covenants, restrictions or agreements affecting the Property and the Leasehold, or either, which are hereafter created by or consented to by Tenant, including the payment of any fines, assessments, expenses, or other costs.

Landlord shall at all times observe, perform and comply with all Legal Requirements applicable to Landlord's transit operations.

5.3. Maintenance, Repair and Replacement Generally.

During the Term, Tenant shall maintain, repair and replace the Property and each part thereof so that the same is in good and safe condition and repair and sightly in appearance as compared to other first-class comparable projects in the vicinity of the Property, normal wear and tear and damage from casualty and condemnation excepted. If Tenant fails to perform maintenance or promptly make the repairs or replacements as required in this Section 5.3, and if such failure continues for thirty (30) days after Tenant's receipt of written notice of such failure, Landlord may, at Landlord's sole option, perform maintenance or make such repairs or replacements, and the actual, out of pocket cost of such maintenance or repairs and replacements will be charged to Tenant as Additional Rent and will become due and payable by Tenant within

ten (10) days after demand therefor by Landlord. Tenant must maintain the Land and the Improvements in a clean, orderly and sanitary condition and must not commit or allow any waste to be committed on any portion of the Property. Tenant will repair or replace, at Tenant's cost, any damage to the Property or the Improvements, regardless of the cause of such damage, subject to the terms of Articles 10 and 11. Notwithstanding anything to the contrary set forth above or otherwise, in no event shall Tenant or Master Developer have any obligation to maintain or repair the facilities relating to Landlord's public transit operations, including Landlord's dedicated patron parking, bus lanes, rail lines and Landlord's transit platform, all of which shall be maintained, repaired and replaced by Landlord, at Landlord's sole cost and expense, in good and safe condition and repair and sightly in appearance as compared to other comparable public transit projects in the vicinity of the Property, normal wear and tear and damage from casualty and condemnation excepted.

5.4. Nondiscrimination.

Tenant shall not engage in, and Tenant shall require that Master Developer and any other subtenant, not engage in, any discrimination against or segregation of any person or group of persons on account of race, color, national origin, religion, sex, sexual orientation, age, disability, marital status, ancestry, genetic information, or veteran status in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any part thereof, and Tenant shall not establish or knowingly permit any such practice or practices of discrimination or segregation.

ARTICLE 6
Improvements

6.1. Tenant Improvements and Development Responsibilities.

Tenant shall have the right to tear down, raze or remove Improvements upon the Property in accordance with the provisions of this Lease, the ILA, and the Development Agreement. Tenant acknowledges and agrees that it has no rights under this Lease, the ILA, the Development Agreement or otherwise to construct any Improvements or facilities that will interfere in any material way with Landlord's transit system (including electrical systems or underground utilities) or the use thereof by the public.

Tenant shall be responsible for oversight of Master Developer (and any subsequent Master Developer), including ensuring that Master Developer: appropriately accommodates Landlord's ongoing operational and infrastructure requirements associated with the Addison Station in the transition of the Property to commercial development uses; and complies with Exhibits B and C, attached hereto.

Tenant shall ensure that any Improvements on the Property preserve, at a minimum, the levels of service provided in the DART January 2022 Service Changes and Bus Network Plan, approved on August 24, 2021, by DART Board Resolution No. 210124. This requirement may be met by the introduction of additional acreage or other means and is not restricted solely to operations at the Property.

6.2. Capital and Operational Expenditures.

Tenant shall be responsible for ensuring Master Developer, as subtenant, pays all expenditures related to the Development and Improvements on the Property, including all property management, leasing, maintenance, repair, insurance and taxes, all capital expenditures for infrastructure, grounds, and facility modifications and replacements, and any incremental costs attributable to Legal Requirements enacted in the future. Tenant shall also ensure Master Developer pays all costs related to all off-site and infrastructure contributions or agreements required by any governmental authority or adjoining property owner in order to complete the Development. Tenant shall use commercially reasonably efforts to enforce Master Developer's compliance with these obligations.

Landlord shall be responsible for all capital expenditures relating to the construction and installation of its rail line (including the track and platform), ticket kiosks, informational boards, and all operating expenses related to Landlord's transit operations.

The terms of this Section 6.2 shall not be applicable to any portions of such Improvements damaged or destroyed by a Casualty and restored as later provided in this Lease.

6.3. Landlord Review of Plans and Specifications; Inspections.

Tenant shall deliver to Landlord preliminary plans and specifications for the Improvements (on an "as completed" basis"). Landlord shall be afforded ten (10) days to review the plans and specifications for the sole purpose of verifying that the Improvements conform to the TOD Policy/Guidelines and that the Improvements do not directly and adversely affect Landlord's operational needs as outlined on Exhibit B attached hereto and that, to the extent applicable and required under the terms of the Master Agreement, the Improvements comply with the Master Agreement (such matters, collectively, the "**Compliance Matters**"). In the event Landlord disapproves of the plans and specifications for the Improvements as non-conforming, then, Landlord and Tenant shall promptly, reasonably, and in good faith work to resolve any dispute as to the conformity of the Improvements with respect to the Compliance Matters. For clarity, in no event shall Landlord have any right to review or approve any plans or specifications for any Improvements, except to the limited extent set forth above in this Section 6.3 with respect to the Compliance Matters.

Any review of any plans and specifications for the Development shall be solely for the benefit and protection of Landlord and may not be relied on by Tenant (and not any third party) for any reason or purpose whatsoever. Landlord's review of any such drawings, plans and specifications by Landlord shall not be any representation, confirmation or certification that such drawings, plans or specifications comply with any Legal Requirements, the Development Agreement or any other Permitted Exceptions.

Landlord may, at all reasonable times, inspect the Improvements (provided Landlord does not unreasonably interfere with the work being performed by Tenant or any contractors or subcontractors, and complies with each contractor's customary job site requirements). If Landlord shall give written notice of faulty construction or any other deviation from the requirements of the ILA or Development Agreement, Tenant shall use commercially reasonable efforts to cause the contractors to make corrections promptly. However, neither the privilege herein granted to

Landlord to make such inspections, nor the making of such inspections by Landlord, shall operate as a waiver of any rights of Landlord to require good and workmanlike construction and Improvements constructed in accordance with the requirements of the Development Agreement and any applicable drawings, plans, specifications, construction documents or other documents. Any inspections made at any time by Landlord of the Improvements shall be solely for the benefit and protection of Landlord and may only be relied on by Tenant (and not any third party) to evidence Tenant's satisfaction of its obligation to allow Landlord the right to inspect the Improvements.

6.4. Landlord Responsibilities and Reservations.

Landlord shall work in a collaborative and timely manner with Tenant and Master Developer in planning and design construction activities, in particular as those pertain to interactions with the North Central Texas Council of Governments, Texas Department of Transportation, FTA and other relevant state or federal agencies. Landlord shall also provide assistance with the location of electric power, on-location permits and fiber access, when available and as may be mutually agreeable.

Landlord expressly reserves the right to redevelop and rebuild its operational and infrastructure improvements at any future date as long as Landlord pays all costs of doing so; however, in no event shall any such redevelopment or rebuilding adversely affect any other portions of the Development, including any other buildings or parking areas on the Property, except to the extent necessary for Landlord's continued compliance under the Master Agreement or approved by Tenant, which approval may be given or withheld by Tenant in Tenant's sole and absolute discretion.

6.5. Mechanic's Liens.

Tenant shall be responsible for ensuring that the Property (other than the leasehold interest of any subtenant) is free and clear of all liens. Should a lien or claim of lien be filed against the Property or any part thereof or any interest therein (other than the leasehold interest of any subtenant) or any interest of Landlord therein by any contractor, subcontractor, mechanic, laborer, materialman or any other person (other than a Mortgagee of Landlord's interest in the Land or this Lease) claiming by, through or under Tenant, Tenant shall, within thirty (30) days after notice of the existence of a lien, cause the same to be discharged of record by payment, bond or otherwise. In no event shall Tenant have any responsibility for liens arising by, through, or under Landlord.

Notwithstanding the foregoing, Tenant and other persons shall have the right to contest the amount or validity of any such lien or claim of lien by appropriate proceedings. In such event, Tenant shall, within thirty (30) days after notice of the existence of a lien from Landlord, bond or cause to be bonded such lien by a statutory bond in the manner provided by Section 53.171 of the Texas Property Code (or any comparable provision in the future) with a responsible surety company licensed to do business in Texas to prevent foreclosure against the Property or any part thereof or any interest therein (other than the leasehold interest of any Subtenant) under such lien or claim of lien. Tenant shall prosecute (or cause to be prosecuted) such proceedings with due diligence and dispatch.

Nothing in this Lease and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, interest, claim or lien in or upon the estate of Landlord in any of the Property.

6.6. Title to Improvements.

Title to any and all Improvements constructed by Tenant on the Property shall be and remain in Tenant during the Term, and title to any and all Improvements constructed by Master Developer on the Property shall be and remain in Master Developer during the term of the sublease between Tenant, as sublessor, and Master Developer, as sublessee. Upon the expiration or earlier termination of the Term, title to all Improvements, and all then-in-force warranties and guarantees for any Improvements, shall automatically pass to, vest in and belong to Landlord without further action on the part of any Tenant or any person. Upon Landlord's request, Tenant shall reasonably cooperate with Landlord to cause such then-in-force warranties and guarantees to be transferred to Landlord at Landlord's expense. During the Term, Tenant and Master Developer, respectively, as applicable, shall be entitled to claim depreciation on the Improvements for all taxation and accounting purposes.

6.7. Removal of Improvements by Landlord.

Neither Landlord nor any person claiming by, through or under Landlord shall have the right during the Term to remove, demolish, construct, alter, maintain, repair or add to any Improvements.

6.8. "As-Built" Construction Plans.

Upon substantial completion of any Improvements constructed on the Property, Tenant shall deliver, or shall require Master Developer to deliver, to Landlord "as built" construction plans of such Improvements within thirty (30) days after substantial completion of such Improvements.

ARTICLE 7
Assignments and Subleases

7.1. Landlord Consent.

Tenant may sublease the Property to Master Developer without any consent of Landlord being required; provided, however, Landlord shall be afforded at least fifteen (15) business days to review the sublease agreement for the sole purpose of confirming it does not conflict with this Lease, the Master Agreement, or the ILA. In the event Landlord reasonably and in good faith determines that a sublease conflicts with this Lease, the Master Agreement, or the ILA, then Landlord and Tenant shall promptly, reasonably, and in good faith work to resolve the disapproval. Master Developer shall have the right to sub-sublease and license and enter into concession agreements for all or parts of the Property consistent with the uses contemplated under the Development Agreement without any consent of Landlord being required. Master Developer, as a subtenant, shall have the same rights as those available to a Leasehold Mortgagee pursuant to the provisions of Article 8 below.

Other than a sublease with Master Developer, Tenant shall not otherwise have the right to sublease this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

Tenant shall not have the right to assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, Landlord's consent is not required for the acquisition by any Leasehold Mortgagee or its designee of the Leasehold through the exercise of any right or remedy of such Leasehold Mortgagee under a bona fide Leasehold Mortgage, including any assignment of the Leasehold to the Leasehold Mortgagee or its designee made in lieu of foreclosure.

7.2. Conditions to Assignments and Subleases.

Tenant shall not have the right to assign or sublet this Lease at any time that an Event of Default has occurred and has not been cured. Further, the following requirements shall apply to all assignments (irrespective of whether Landlord's prior written consent is required):

(a) Tenant must, in the case of an assignment of this Lease, deliver an instrument to Landlord in recordable form pursuant to the terms of which the assignee of Tenant's interest in this Lease assumes all of the burdens, terms, covenants, conditions and obligations of Tenant hereunder accruing from and after the date of such an assignment;

(b) Notwithstanding any assignment of this Lease, Tenant shall remain liable for all obligations and liabilities which have arisen or accrued prior to and after such assignment under this Lease. Further, upon any assignment of this Lease (whether or not the assignor and assignee have entered into an assignment agreement as hereinabove provided), the assignee thereunder shall be deemed automatically to have assumed all obligations and liabilities of Tenant accruing from and after the effective date of such assignment. The assignee and Tenant will be jointly and severally liable under the Lease for obligations and liabilities accruing from and after the date of such assignment;

(c) Tenant shall give Landlord at least fifteen (15) business days prior written notice of any such proposed assignment, together with the agreements relating to the assignment, and Landlord shall have the right to approve the form of such agreements and the assignee which shall not be unreasonably withheld, delayed or conditioned; such agreements shall include Tenant's representation that, after diligent search, to its current, actual knowledge, no event or circumstance exists or would exist on the effective date of the assignment that, with the giving of notice and passage of time, would constitute an Event of Default under this Lease. Tenant shall pay all reasonable, out of pocket attorneys' fees and expenses incurred by Landlord in connection with Landlord's review of any proposed assignment; and

(d) The use of the Property by the assignee or transferee must be consistent with the terms of this Lease. All of the terms and provisions of this Lease will continue to apply after a transfer, unless otherwise expressly provided herein.

7.3. Merger, Consolidation, Etc.

Any merger, sale or transfer of ownership interests, consolidation or other business combination involving Tenant, or its Affiliates, shall be deemed an assignment of this Lease but

shall not require Landlord's consent or approval; so long as (a) no such transaction shall relieve Tenant of its liabilities or obligations under this Lease (whether accruing prior or subsequent to the effective date of such deemed assignment), (b) the successor Tenant as a result of such transaction shall be deemed to have assumed all obligations and liabilities of Tenant under this Lease, whether accrued prior or subsequent to the effective date of such transaction and (c) the provisions of Section 7.7 below shall apply in all events to any such transaction and Landlord's consent shall be required.

7.5. Invalidity.

Any assignment made in violation of the terms of this Article 7 shall be void unless Landlord, after full knowledge and information relating to the nature of the assignment and the assignee, expressly ratifies the assignment transaction in writing. Tenant's material violation of the provisions of this Article 7 which is not cured within ten (10) business days after Tenant's receipt of written notice of such violation shall constitute an Event of Default, as that term is defined below.

7.6. Subleases; Excess Rent.

Subleases for all or any portion of the Property shall provide that the rights of the subtenant thereunder shall be subject and subordinate to this Lease and the rights of Landlord hereunder.

In the event Tenant actually receives Annual Base Rent under one or more subleases which is in excess of the Annual Base Rent then payable by Tenant under this Lease, such excess Annual Base Rent shall be shared fifty percent (50%) by Tenant and fifty percent (50%) by Landlord. Property taxes, sales taxes, and other tax receipts shall not be considered base rent, nor shall any rent by Master Developer under a sublease which is rebated, credited or refunded to Master Developer by Tenant as reimbursement for development costs (such as infrastructure improvements, signalization or other public improvements).

7.7. Restriction on Transfers.

Notwithstanding anything herein to the contrary, Tenant shall not transfer this Lease or any interest in this Lease to: (a) any entity that is at that time disbarred or disqualified from performing work for any federal or Texas government entity; (b) any entity the Transfer to which would violate any laws or executive orders relating to terrorism, money laundering or otherwise result in a Transfer to a prohibited person as provided therein; (c) any entity that would interfere with Landlord's powers under Landlord's enabling legislation, cause Landlord to be in violation of Landlord's enabling legislation, or cause Landlord not to be able to receive funds from any governmental entity; (d) any entity that is competing with Landlord as a provider of mass transit services within the areas Landlord serves in any manner; and (e) any entity that would cause Landlord to be in violation of any Legal Requirements. For clarification, Landlord in no event is required to release Tenant nor shall be deemed to release Tenant from any obligations hereunder without specifically doing so in a writing executed by Landlord.

ARTICLE 8
Mortgages

8.1. Right to Finance; Unsubordinated.

Tenant and any subtenant shall have the right to encumber by one or more mortgages as security for one or more loans, indebtedness or obligations, only Tenant's right to use and occupy the Property as herein provided, the Leasehold, the subleasehold of the subtenant (if applicable), all of Tenant's or subtenant's (if applicable) right, title and interest in and to any Improvements at any time located on the Property, and any other property so affixed to the Property as to be a part thereof ("**Leasehold Mortgage**"). Any such indebtedness or obligation and any such Leasehold Mortgage shall be for such amount and on such other terms and conditions as Tenant may agree to in its sole discretion; provided that any such Leasehold Mortgage, shall at all times be subject and subordinate to Landlord's fee simple estate in the Property, the terms and provisions of this Lease and the rights, titles and interests of Landlord arising by virtue of this Lease. IN NO EVENT WILL LANDLORD BE REQUIRED TO "SUBORDINATE" LANDLORD'S FEE SIMPLE ESTATE IN THE PROPERTY OR THIS LEASE FOR FINANCING OBTAINED BY TENANT OR OTHERWISE OR ANY OTHER OBLIGATIONS OF TENANT, I.E., LANDLORD WILL NOT BE OBLIGATED (i) TO EXECUTE ANY SUBORDINATION OF ITS FEE SIMPLE ESTATE IN THE PROPERTY OR THIS LEASE OR (ii) TO EXECUTE ANY DEED OF TRUST SECURING ANY INDEBTEDNESS OF TENANT, OR OTHERWISE ENCUMBER ITS FEE SIMPLE ESTATE IN THE PROPERTY OR THIS LEASE WITH ANY LIEN SECURING ANY INDEBTEDNESS OF TENANT. Any limitations on Tenant's right to assign this Lease shall not apply to the granting of a Leasehold Mortgage by Tenant or the foreclosure (or transfer in lieu of foreclosure) of same by such Leasehold Mortgagee, but no such granting of a Leasehold Mortgage or the foreclosure (or transfer in lieu of foreclosure) of the same by such Leasehold Mortgagee shall relieve Tenant of any of its obligations under this Lease. Landlord shall recognize any transferee or assignee of the Leasehold as tenant under this Lease, and, upon any Leasehold Mortgagee's request, enter into an agreement with such Leasehold Mortgagee pursuant to which Landlord agrees to recognize the interest of any such transferee or assignee, the form of which agreement must be reasonably acceptable to Landlord and such Leasehold Mortgagee. Tenant or such Leasehold Mortgagee shall reimburse Landlord for its reasonable, out of pocket attorneys' fees incurred with the review and negotiation of each such recognition agreement.

8.2. Notices to Leasehold Mortgagee.

If at any time Tenant or a Leasehold Mortgagee notifies Landlord in writing that a Leasehold Mortgage will be given and executed by Tenant, Tenant shall furnish Landlord with the address including contact person or department and email address to which such Leasehold Mortgagee desires copies of notices to be delivered (or designate some person or corporation as the agent and/or representative of such mortgagee for the purpose of receiving copies of notices). Landlord hereby agrees that Landlord will thereafter until instructed otherwise by Tenant and such Leasehold Mortgagee but in any event for not more than fifteen (15) years from the date furnished with such address including contact person or department and email address unless such written notice is renewed prior to the expiration of such fifteen (15) years by Tenant and such Leasehold Mortgagee, in addition to any other notice Landlord shall be required by this Lease to deliver to such Leasehold Mortgagee, deliver to each such Leasehold Mortgagee or agent thereof, in the manner specified in Section 16.1 for the delivery of notices between the parties, and at the same

time that such notice is placed in the mail or otherwise delivered to Tenant, duplicate copies of any and all notices in writing which Landlord may from time to time deliver or serve upon Tenant under and pursuant to the terms and provisions of this Lease, including, but not by way of limitation, any notices of default required to be sent by virtue of Section 13.1. Nothing contained herein shall require Landlord (i) to copy such Landlord Mortgagee with routine correspondence to Tenant, but the same shall not be prohibited, or (ii) to deliver such notices to more than any two such Landlord Mortgagees so designated, but the same shall not be prohibited. Tenant hereby agrees that, absent current actual knowledge of the invalidity of a notice from a purported Leasehold Mortgagee, Landlord shall be entitled to rely upon the genuineness of any such notice from a person or entity asserting that it is a Leasehold Mortgagee and Tenant releases Landlord and agrees to hold it harmless from any and all loss, cost or damage which Landlord or Tenant may suffer by reason of sending notices pursuant to any notice it receives from a person or entity asserting that it is a Leasehold Mortgagee notwithstanding any demand by Tenant to cease sending such notice. Landlord shall have the right to send all such notices until instructed otherwise by such Leasehold Mortgagee or the expiration of the aforesaid fifteen (15) year period unless the same is renewed by such Leasehold Mortgagee by written notice to Landlord prior to the expiration of such period.

8.3. Right to Cure.

Any Leasehold Mortgagee, at the option of such Leasehold Mortgagee, acting either directly or indirectly through a designee, may pay any of the Rents or may effect any insurance, or may pay any Impositions, or may make any repairs and improvements, or may make any deposits, or may do any other act or thing or make any other payment required of Tenant by the terms of this Lease, or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Lease, or to prevent the forfeiture of this Lease; and all payments so made and all things so done and performed by such mortgagee or designee shall be the same as if they have been done and performed by Tenant instead of by any such Leasehold Mortgagee or designee at the time done and performed by any such Leasehold Mortgagee or designee.

From and after the date a notice pursuant to Section 8.2 has been given to a Leasehold Mortgagee, such Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any Default or acts or omissions which are the subject matter of such notice, or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant to remedy, commence remedying or cause to be remedied the Defaults or acts or omissions which are specified in such notice. Landlord shall accept such performance by or at the instigation of such Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option and Landlord (but only to the extent authorized by this Lease to do so) and Tenant does hereby authorize entry upon the Property by the Leasehold Mortgagee for such purpose.

8.4. No Liability.

No Leasehold Mortgagee of the rights or interests of Tenant hereunder shall be or become liable to Landlord as an assignee of this Lease or otherwise, unless such Leasehold Mortgagee or designee succeeds to the rights or interests of Tenant, through foreclosure, transfer in lieu of foreclosure, or expressly assumes by written instrument such liability, in which event such

Leasehold Mortgagee shall be liable to Landlord to the extent set forth in this Lease for the obligations of Tenant accruing during the period of such Leasehold Mortgagee's ownership of the Leasehold. Nothing contained in this Section 8.4, however, shall diminish or in any manner limit Landlord's rights and remedies set forth in Section 13.2 against Tenant, or to enter upon the Property and do whatever Tenant is obligated to do under the terms of this Lease.

8.5. Modifications to Lease.

Landlord shall not agree to any termination, written modification, or amendment of this Lease without the prior written consent thereto by the Leasehold Mortgagee to whom Landlord is to deliver notices pursuant to Section 8.2, and any attempt to do so without such written consent shall be void and of no force and effect. Notwithstanding the foregoing, nothing contained herein shall diminish Landlord's ability to pursue its rights hereunder (including, without limitation, termination of this Lease) upon an Event of Default by Tenant under this Lease.

Landlord agrees to give consideration to any request by a Leasehold Mortgagee or prospective Leasehold Mortgagee to modify this Lease from time to time for the purpose of incorporating herein such additional mortgagee protective provisions as may be reasonably requested by any such Mortgagee, provided (i) Landlord will not be obligated to accept any modifications requested, and (ii) Tenant shall pay any reasonable, out of pocket legal fees incurred by Landlord in connection with any such request, regardless of whether or not the request results in any modifications.

8.6. Rights Cumulative.

All rights of a Leasehold Mortgagee under this Lease shall be cumulative. Leasehold Mortgagees only have third party beneficiary rights to the extent provided in Article 8.

ARTICLE 9
Insurance and Indemnity

9.1. Property Insurance.

Tenant will secure and maintain during the Term, and shall require Master Developer to secure and maintain during the term of each sublease, insurance on the Improvements against loss or damage by fire and any other risk now and from time to time insured against by "all risk" property insurance policies generally in force on improvements of like type in Dallas County, Texas (and/or by builder's risk insurance during construction) in amounts sufficient to provide coverage for the Full Insurable Value of the Improvements. The policy for such insurance shall have a replacement cost endorsement or similar provision. "Full Insurable Value" means actual replacement cost value of buildings, equipment, and personal property (exclusive of cost of excavation, foundations, and footings below the surface of the ground or below the lowest basement level and other items not customarily insurable under all risk policies from time to time).

9.2. Liability and Workers' Compensation.

Tenant shall secure and maintain during the Term, and shall require Master Developer to secure and maintain during the term of each sublease: (1) commercial general liability insurance, including contractual liability specifically applying to the provisions of this Lease and completed operations liability, with limits of not less than $5,000,000 per occurrence, $5,000,000 general aggregate, and $5,000,000 products-completed operations aggregate, with respect to bodily injury or death and property damage to any number of persons in any one accident or occurrence; (2) excess liability insurance with limits not less than $10,000,000 per occurrence; (3) and workers' compensation with statutory limits in accordance with the State of Texas, and employer's liability insurance with limits of $1,000,000 bodily injury per accident, $1,000,000 bodily injury by disease per person, and $1,000,000 bodily injury by disease policy limit. Every fifth (5th) Lease Year during the Term, Landlord may from time to time, upon not less than thirty (30) days prior written notice, during the Term require Tenant to carry greater amounts of insurance and different types of insurance than set forth above, provided that such greater amounts and different types are commercially reasonable and normally and customarily carried by owners or operators of structures similar to the Improvements that comprise the Property. All policies of insurance shall have a reasonable deductible similar to those in insurance policies carried by owners or operators of structures similar to the Improvements in Dallas, Texas.

9.3. Policies.

All insurance required by this Lease must:

(a) be provided by an insurance company licensed to do business in the State of Texas at the time the policy is issued and shall be written with an A.M. Best's rating of not less than A-:VII (or in the future a comparable rating by a comparable company if A.M. Best no longer publishes such ratings);

(b) with respect to Property insurance, be carried in the name of Tenant, Master Developer, any Leasehold Mortgagees, as their interests may appear; and with respect to Liability insurance, be carried in the name of Tenant, Master Developer, any Leasehold Mortgagees, with Landlord, and any mortgagee of the fee estate added as additional insureds, as their interests may appear;

(c) be reasonably satisfactory to Landlord and any mortgagee of the fee estate; and

(d) as regards all additional insureds, they shall each be timely furnished by Tenant, from time to time, as appropriate, a certificate of insurance issued by the insurance carrier, or broker, certifying, and including copy of policy endorsements, that each such person is an additional insured, on a primary and non-contributory basis, with a waiver of subrogation in its favor, and shall receive at least thirty (30) days advance written notice of policy cancellation or modification.

9.4. Indemnity.

To the extent allowed by applicable Legal Requirements, Tenant shall require that Master Developer, for itself and on behalf of its general contractors and all other subtenants indemnify, defend and hold Landlord Parties and Tenant Parties harmless from third-party claims arising from the Development and the construction, use, operation, maintenance, repair, and replacement of Improvements on the Property, except for claims solely and directly arising from Landlord's transit operations or any capital improvement projects by Landlord that may occur at the Addison Station.

To the extent allowed by law, Tenant WAIVES and RELEASES, and shall require that Master Developer, for itself and on behalf of its contractors and subcontractors, and all other subtenants WAIVE and RELEASE, any and all claims for injury, death, or damage to property against Landlord Parties arising from or related to this Agreement, except for injury, death or damage proximately caused by Landlord Parties' gross negligence.

If a Landlord Party desires to claim indemnification by Master Developer, or by its general contractor, pursuant to the provisions of this Section 9.4, such Landlord Party shall promptly deliver to Master Developer a written notice (i) stating that such Landlord Party has received a Claim which such Landlord Party believes to be a matter indemnified by such Master Developer, for itself or on behalf of its general contractors, and (ii) specifying the nature of the Claim, describing the Claim, and including with the Notice of Claim all information actually known by such Landlord Party to be in its possession or known by such Landlord Party relating to the Claim; provided, however, failure to so notify such Master Developer shall not automatically relieve Master Developer from liability, and if judicially determined to relieve Master Developer due to prejudice, Master Developer shall be so relieved only if and to the extent it is actually prejudiced thereby.

After receiving written notice of a claim, Master Developer, at its expense, must assume on behalf of the indemnified party and conduct with due diligence and in good faith the defense of the identified matters indemnified. Master Developer may contest the validity of any Claims, as it deems appropriate, but that contest does not change or limit Master Developer's obligations under this Section 9.4. The defense must be by counsel satisfactory to such Landlord Party, but such Landlord Party agrees not to unreasonably withhold, condition, or delay its approval of such counsel. A Landlord Party shall provide Master Developer prompt and complete disclosure of all pertinent information in its possession or available to it in connection with any matter indemnified by Master Developer and shall extend full and timely assistance and cooperation in the investigation of the defense of any matter indemnified by Master Developer, all at Master Developer's expense. Any final settlement by Master Developer of any action or proceeding in connection with a matter indemnified by Master Developer, for itself or on behalf of its general contractor, and which involves or includes a Claim against a Landlord Party, must be approved by such Landlord Party, which approval may not be unreasonably withheld, conditioned, or delayed. Each Landlord Party has the right, at its option, to be represented by advisory counsel of its own selection and at its own expense.

In the event of failure by Master Developer to fully perform in accordance with this indemnification within thirty (30) days after receiving written notice from such Landlord Party of such failure, or such shorter notice as the circumstances may require, and the reason(s) for such failure, each Landlord Party, at its option, and without relieving Master Developer of its

obligations under this Section 9.4, may so perform that item or items that Master Developer failed to perform for such thirty (30) day period, and Master Developer must reimburse such Landlord Party for all costs and expenses so incurred.

THE PROVISIONS OF THIS SECTION 9.4 ARE PERPETUAL AND SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

9.5. Landlord's Right to Pay Premiums.

Tenant must furnish to Landlord and any mortgagees of the Property or the fee estate with certificates of insurance with endorsements to evidence particulars of all insurance coverage required in this Lease; and must furnish to Landlord evidence of renewal of each policy, at least ten (10) days in advance of the then applicable expiration date of such policy. Tenant agrees that, if it or Master Developer does not furnish to Landlord evidence of renewal of each policy within the time frame required under this Lease, Landlord may notify Tenant, and if Tenant does not deliver to Landlord within ten (10) days after receipt of such notice certificates showing all such insurance to be in full force and effect, Landlord may, at its option, take out the necessary insurance to comply with the provisions of this Lease and pay the premiums on the items specified in such notice, in which event Tenant covenants within thirty (30) days after demand to reimburse and pay Landlord, as additional rent, any amount so paid or expended in the payment of the insurance premiums required in this Lease and specified in the notice, together with interest on such amount at the maximum lawful rate of interest (not to exceed 18% per annum) from the date of such payment by Landlord until repaid by Tenant. Subject to the notice requirements contained in Section 16.1 below, the failure of Tenant to reimburse Landlord any amount required pursuant this Section 9.5 constitutes an Event of Default under this Lease.

9.6. Waiver of Subrogation.

TENANT AND LANDLORD HEREBY WAIVE, and Tenant will require Master Developer to waive during the term of each sublease, any and all rights of recovery, claims, actions, and causes of action against Tenant and Landlord, or their respective directors, agents, officers, and employees, for any property loss or damage that may occur regardless of the cause or origin, whether such property loss or damage is due to the negligence of Landlord or Tenant or their respective agents, employees, contractors or subcontractors, if such property loss or damage is insured pursuant to the requirements of this Lease by valid and collectible property insurance policies and then only to the extent of the proceeds collected or collectible under such property insurance policies; provided, however, that the foregoing waiver shall not be operative in any case where the effect thereof is to invalidate any insurance coverage of the waiving party or increase the cost of such insurance coverage. Landlord and Tenant agree, and Tenant will require Master Developer to agree, to give written notice of the terms of this waiver to each insurance company which has issued, or in the future may issue, policies of physical damage, and to have said insurance policies properly endorsed to prevent the invalidation of said insurance coverage by reason of said waiver.

Landlord and Tenant covenant, and Tenant will require Master Developer to covenant during the term of the sublease, that no insurance company providing a property insurance policy shall hold any right of subrogation against Landlord or Tenant. A waiver of subrogation shall be effective even though that person would otherwise have a duty of indemnification, contractual or

otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person had an insurable interest in the property damaged. Landlord and Tenant agree that neither Landlord or Tenant has any obligation to obtain or maintain any insurance policies pursuant to this Lease.

9.7. Coverage.

All insurance described in this Article 9 may be obtained by Tenant, or Master Developer, by endorsement or equivalent means under any blanket insurance policies maintained by Tenant or Master Developer, provided that the coverage and other terms of such insurance otherwise comply with this Article 9.

9.8. Change in Coverage.

Landlord and Tenant reserve the right to review the types of insurance policies and insurance requirements set forth during the Term, and to agree upon reasonable adjustments as to insurance coverage, limits, and exclusions.

9.9. Insurance During Construction.

During the course of construction of the Development, and until Substantial Completion of the Development, Tenant shall require that Master Developer's general contractors maintain property, liability, and workers compensation/employer's liability insurance, reasonably consistent with the insurance requirements in this Article 9; and to indemnify Landlord Parties and Tenant Parties in accordance with Article 9.4.

ARTICLE 10
Damage or Destruction

10.1 Casualty Loss.

If any of the Improvements are damaged or destroyed by fire, windstorm or other casualty (collectively, a "**Casualty**") (such damaged Improvements, the "**Damaged Improvements**"), Tenant covenants, as soon as reasonably practicable, to repair or replace and rebuild, or cause Master Developer to repair or replace and rebuild, the same promptly so as to restore such Damaged Improvements to a condition that is substantially similar to their condition immediately before such occurrence (collectively, to "**Restore**", or a "**Restoration**"), and Tenant or Master Developer(s), as applicable, shall use the proceeds of any insurance which it is required to maintain pursuant to Section 9.1 on the Damaged Improvements for the costs and expenses of such Restoration or its own funds if Tenant or Master Developer, as applicable, failed to maintain such insurance and for the deductible.

Landlord and Tenant acknowledge that, at the time Tenant has the obligation to Restore such Damaged Improvements, it may be advantageous to build improvements of a character different from the Damaged Improvements. If Tenant determines that it would be advantageous to do so, Tenant shall have the right to replace the damaged Improvements with the different Improvements (the "**Different improvements**"); provided, that the Different Improvements have an "as completed" market value equal to or greater than the then "as is" market value of the

Damaged Improvements (immediately before the Casualty and without regard to the leasing status of the Damaged Improvements), as determined by agreement of Landlord and Tenant or, if they are unable to reach agreement, by the arbitration procedure described in Section 16.31.

ARTICLE 11
Condemnation

11.1. Definitions.

For purposes of this Article 11, the following terms shall have the respective meanings set forth below:

(a) "Award" means the amount of any award made, consideration paid, or damages ordered as a result of a Taking less any reasonable costs in obtaining such award, such as reasonable legal fees and costs, consultant fees, appraisal costs.

(b) "Date of Taking" means the date upon which title to the Property, or a portion thereof, passes to and vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor.

(c) "Partial Taking" means any Taking which does not constitute a Significant Taking or a Total Talking.

(d) "Significant Taking" means a Taking of Property and Improvements on the Property which, in the reasonable determination of both Landlord and Tenant, materially and adversely affects Tenant's use of the Property and Tenant's net income from the Property.

(e) "Taking" means a taking of the Property, or a portion thereof, or any damage related to the exercise of the power of eminent domain and including a voluntary conveyance to any agency, authority, public utility, Person, or corporate entity empowered to condemn property in lieu of court proceedings.

(f) "Total Taking" means the permanent Taking of the entire Property.

11.2. Partial Taking.

In the event of a Partial Taking of the Property during the Term which takes any portion of the Property, the following shall occur: (i) the rights of Tenant under this Lease and the Leasehold in and to the portion of the Property taken shall cease and terminate as of the Date of Taking; and (ii) this Lease shall otherwise continue in full effect with no reduction in the Rent payable hereunder. Tenant shall, promptly after any such Partial Taking, at its expense, repair or cause to be repaired any damage caused thereby so that, thereafter, the Property (including any Improvements thereon) shall be, as nearly as reasonably possible, in a condition as good as the condition thereof immediately prior to such Partial Taking.

After Tenant has completed such repairs as required herein, it shall give written notice thereof to Landlord.

In the event of any Partial Taking, Tenant shall be entitled to the entire Award attributable to the period following the Award and before the expiration of the Term and there shall be no reduction in Rent.

11.3. Significant Taking.

In the event of a Significant Taking of the Property during the Term, after which Tenant reasonably determines that Tenant can effectively continue its business in the Property, the following shall occur: (i) the rights of Tenant under this Lease and the Leasehold in and to the portion of the Property taken shall cease and terminate as of the Date of Taking; and (ii) this Lease shall otherwise continue in full effect except that Base Rent shall be reduced as set forth below (however other sums payable by Tenant hereunder shall continue unreduced notwithstanding any such Taking). Tenant shall, promptly after any such Significant Taking, at its expense, repair or cause to be repaired any damage caused thereby so that, thereafter, the Property (including any Improvements) shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Significant Taking. After such repairs have been completed, Base Rent shall be reduced (effective upon the date of the Significant Taking) by the product of the Base Rent multiplied by a fraction (the "**Rent Reduction Percentage**"), the denominator of which is the total land area of the Property prior to the Taking and the numerator of which is the total land area of the Property subject to such Significant Taking. After Tenant has completed or caused to be completed such repairs as required herein, it shall give written notice thereof to Landlord. Within fifteen (15) days after receipt of such written notice, Landlord shall pay to Tenant an amount equal to what would have been the reduction in Base Rent for the period between the effective date of the Significant Taking and the date upon which such repairs were completed, based on the assumption that the reduction in Base Rent commenced effective as of the date of the Significant Taking.

11.4. Total Taking.

In the event of a Total Taking, Tenant's Leasehold shall terminate as of the Date of Taking and all rights and obligations of Landlord and Tenant under this Lease shall terminate except for the rights and obligations under this Section 11.4 and that otherwise survive termination of this Lease; however, performance by the parties of their obligations hereunder which arose or accrued prior to or as a result of such termination shall survive such termination.

11.5. Notice of Condemnation Proceeding.

Landlord and Tenant each agree to promptly provide written notice to the other of the commencement of any condemnation proceeding relating to the Property of which they become aware. Tenant and Landlord shall each be entitled to separately pursue any and all Condemnation Awards to which they may legally be entitled with respect to the Property and any Taking. Except provided above with respect to a Partial Taking, all compensation awarded for any Taking of the Property or Landlord's ownership interest in the Property shall be the property of Landlord. All compensation awarded for any Taking of Tenant's ownership interest in Improvements shall be the property of Tenant. Landlord and Tenant agree that if the compensation provided for any Taking of the Property (or any portion thereof) is awarded in a single award and they are unable to agree between themselves upon their relative share of compensation awarded with respect to such single award within thirty (30) days after the determination of such award, either Landlord or

Tenant shall submit such dispute to binding arbitration in Dallas, Texas, pursuant to the rules and procedures of the American Arbitration Association then applicable as provided in Section 16.31.

ARTICLE 12
Other Agreements

12.1. Memorandum of Lease.

Landlord and Tenant shall execute in recordable form a Memorandum of this Lease on the Rent Commencement Date. The Memorandum of Lease shall be recorded in the Real Property Records of Dallas County, Texas. This Lease, and not the Memorandum of Lease, is what creates the Leasehold and whether or not this Lease is terminated or expires is governed by the terms of this Lease. Therefore, the termination of the Memorandum of Lease does not terminate the Leasehold. If the Memorandum of Lease is terminated before this Lease is terminated, then even if third parties have relied on that termination, the Party claiming that this Lease is still in effect will have a claim against the Party that prematurely terminated the Memorandum of Lease. Upon expiration of the Term or other termination of this Lease, Landlord will deliver to Tenant a written termination agreement (in the case of a termination of this Lease) and Tenant will promptly execute and return such document to Landlord for filing in the Real Property Records of Dallas County, Texas. Any termination of the Memorandum of Lease that is signed and acknowledged by Landlord and Tenant shall be conclusive evidence that the Memorandum of Lease was terminated. Neither Landlord nor Tenant shall record this Lease or any Memorandum of Lease or any other document referring to this Lease in any manner at any time prior to the Rent Commencement Date.

12.2 Declaration of Covenants, Conditions, and Restrictions ("CCRs").

Landlord, Tenant, and Master Developer shall jointly prepare CCRs for the benefit of Landlord and Tenant in connection with the development, use, maintenance, and operation of the Development. The CCRs shall be consistent with Exhibit C attached hereto and contain, among other items, the permitted and prohibited uses of the Property set out Section 5.1 and Exhibit B attached hereto. Landlord shall record the CCRs in the Real Property Records of Dallas County, Texas at the time a memorandum of this Lease is recorded.

12.3. Landlord's Right to Finance, Subordination, Non-Disturbance, and Attornment Agreements.

(a) **Landlord's Right to Finance**. Landlord may at any time, and from time to time, without consent of Tenant, encumber by Mortgage, any of Landlord's right, title or interest in the Property or in this Lease.

(b) **Subordination**. Subject to the requirements of Section 12.2(d), this Lease and the Leasehold granted hereby shall be subject and subordinate to any Mortgage, and to any amendment, modification, renewal, consolidation, replacement or extension thereof (collectively, "**Security Device**"), now or hereafter placed by Landlord upon any of Landlord's right, title or interest in the Property, or in this Lease, and to any and all advances made on the security thereof. Tenant agrees that the lender or lenders from time to time holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give

any lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's Default pursuant to Section 13.8.

(c) **Attornment**. Subject to the requirements of Section 12.2(d), Tenant agrees to attorn to a lender or any other party who acquires ownership of the Property by reason of a foreclosure of a Security Device or a deed in lieu of such foreclosure, and that in the event of such foreclosure or deed in lieu thereof, such new owner shall not: (i) be liable for any act or omission of any prior Landlord or with respect to events occurring prior to acquisition of ownership of the Property, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord (other than the defense of payment and performance, which is hereby expressly reserved by Tenant), (iii) be bound by prepayment of more than one (1) month's rent, or (iv) be bound by any modification or amendment of this Lease that does not comply with Section 16.7 of this Lease and a memorandum of which has not been duly filed and recorded among the Real Property Records of Dallas County, Texas.

(d) **Non-Disturbance**. Tenant's subordination of this Lease to any Security Device and attornment thereunder shall be subject to, and conditioned upon, Tenant's receipt of a commercially reasonable non-disturbance agreement from the holder of the Security Device, which shall be in a mutually agreeable form and provides that Tenant's possession, this Lease and the Leasehold will not be disturbed or otherwise affected so long as an Event of Default by Tenant does not exist, and Tenant attorns to the record owner of the Property.

(e) **Self-Executing**. Subject to the requirements of Section 12.2(d), the agreements contained in this Section 12.2 shall be effective without the execution of any further documents; provided, however, that within thirty (30) days of a written request from Landlord, any holder of a Security Device, Tenant or any Leasehold Mortgagee, or a lender in connection with a sale, financing or refinancing of Property, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein, all such agreements to be in forms reasonably acceptable to Landlord and Tenant.

ARTICLE 13
Defaults and Remedies

13.1. Default.

Tenant shall be in "Default" under this Lease, if at any time during the Term any one or more of the following events shall occur (each an "Event of Default"):

(a) Tenant fails to pay any monthly installment of Annual Base Rent or any other amount payable under this Lease when due and such failure continues for a period of thirty (30) days after Tenant's receipt of written notice from Landlord; or

(b) Tenant fails to observe or perform any of its other covenants, agreements or obligations hereunder, and such failure is not cured within sixty (60) days after Landlord's notice to Tenant of such failure; provided, however, that if the nature of Tenant's obligation is such that more than sixty (60) days are reasonably required for performance, then Tenant shall not be in

Default if Tenant commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion.

13.2. Remedies.

If and for so long as an Event of Default exists, then Landlord, at its option and without limitation of the provisions of Article 8, may pursue any one or more of the following remedies without any additional notice or demand whatsoever:

(a) Terminate this Lease by written notice to Tenant. Upon termination, Tenant must immediately surrender the Property to Landlord, but Tenant shall remain liable for all of its obligations hereunder through the date herein fixed for expiration of the Term, including liability for payment of Rent under this Lease. If Tenant fails to so surrender the Property, Landlord may, without prejudice to any other remedy which it may have for possession of the Property or arrearage in rent, enter upon and take possession of the Property and expel or remove Tenant and any other Person occupying such premises or any part of the Property. Tenant must pay to Landlord on demand the amount of all loss and actual (but not consequential, special or punitive) damage which Landlord may suffer by reason of such termination, whether through inability to relet the Property on satisfactory terms or otherwise.

(b) Enter upon the Property~~,~~ and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to pay Landlord on demand for the reasonable, out of pocket expenses which Landlord may incur in this effecting compliance with Tenant's obligations under this Lease, together with interest thereon at the Default Rate until paid. **LANDLORD IS NOT LIABLE FOR ANY DAMAGES RESULTING TO TENANT FROM SUCH ACTION, WHETHER CAUSED BY NEGLIGENCE OF LANDLORD OR OTHERWISE.**

(c) Take any other action or exercise any other remedy available to Landlord at law or in equity, including bringing an action to specifically enforce Tenant's obligations under this Lease.

Pursuit of any of the foregoing remedies does not preclude pursuit of any of the other remedies in this Lease provided or any other remedies provided by law or in equity, nor does pursuit of any remedy in this Lease constitute a forfeiture or waiver of any Annual Base Rent or other amount due to Landlord under this Lease or of any damages accruing to Landlord by reason of the violation of any of the terms, conditions and covenants in this Lease contained.

TENANT HEREBY WAIVES AND SURRENDERS for itself and all those claiming under it, including creditors of all kinds, any right and privilege which it or any of them may have under any present or future law to redeem any of the Property or to have a continuance of this Lease after lawful termination of this Lease or of Tenant's right of occupancy or possession pursuant to any court order or any provisions of this Lease.

13.3. Mitigation of Damages.

Both Landlord and Tenant shall use commercially reasonable efforts to mitigate damages resulting from a default of the other party under this Lease.

Landlord's obligation to mitigate damages after a default by Tenant under this Lease shall be satisfied in full if Landlord undertakes, consistent with industry standards then prevailing in the Dallas County, Texas area, to lease the Land to a substitute tenant in accordance with the following criteria:

(a) Landlord shall have no obligation to solicit or entertain negotiations with any other prospective tenants for the Property until Landlord obtains full and complete possession of the Land including the final and unappealable legal right to relet the Land free of any claim of Tenant, or anyone claiming by, through or under Tenant or its successors and assigns, to possession of the Property;

(b) Landlord shall not be required to lease the Property to anyone whose creditworthiness or whose managerial, financial and operational ability have not been approved by Landlord, which approval may be withheld in Landlord's reasonable discretion;

(c) Landlord shall not be obligated to lease the Property to a substitute tenant for a rental less than the current fair market rental then prevailing for the Property, nor shall Landlord be obligated to enter into a new lease under other terms and conditions that are unacceptable to Landlord in its reasonable discretion;

(d) Landlord shall not be required to expend any amount of money to alter, remodel, or otherwise make the Property suitable for use by a proposed substitute tenant UNLESS the substitute tenant pays any such sum to Landlord in advance of Landlord's execution of a substitute lease (which payment shall not be in lieu of any damages or other sums to which Landlord may be entitled as a result of Tenant's default under this Lease), or Landlord, in Landlord's sole discretion, determines that such expenditure is financially justified in connection with entering into any such substitute lease; and

(e) Landlord shall not be obligated to lease the Property to a substitute tenant: (i) that is at that time disbarred or disqualified from performing work for any federal or Texas government entity; (ii) to whom the transfer would violate any laws or executive orders relating to terrorism, money laundering or otherwise result in a transfer to a prohibited Person as provided therein; (iii) that would interfere with Landlord's powers under the Landlord enabling legislation, cause Landlord to be in violation of its enabling legislation, or cause Landlord not to be able to receive funds from any governmental entity; (iv) that is competing, or plans to compete with Landlord as a provider of mass transit services within the areas Landlord serves in any manner; or (v) that would cause Landlord to be in violation of any Legal Requirements.

Upon compliance with the above criteria regarding the leasing of the Land after a default by Tenant, Landlord shall be deemed to have fully satisfied Landlord's obligation to mitigate damages under this Lease and under any Legal Requirement in effect on the date of this Lease or at the time of Tenant's default, and Tenant waives and releases, to the fullest extent legally permissible, any right to assert in any action by Landlord to enforce the terms of this Lease, any defense, counterclaim, or rights of setoff or recoupment respecting the mitigation of damages by Landlord, unless and to the extent Landlord in bad faith fails to act in accordance with the requirements of this section.

13.4. Abandonment of Personal Property.

Upon Landlord's exercise of either of the remedies set forth in Section 13.2(a) and Section 13.2(b) above, Tenant shall have the right, but not the obligation, to remove Tenant's personal property from the Property. If, upon the date that is thirty (30) days after Landlord takes possession of the Property pursuant to the exercise of either of such remedies, any or all of the personal property of Tenant remains on the Property, then such personal property shall be deemed abandoned, and Landlord may dispose of such personal property at Landlord's sole discretion and with no obligation to preserve such personal property or account to Tenant for the disposition of such personal property. Tenant shall reimburse Landlord for the reasonable cost, if any, of any such disposal and Landlord shall have no duty to Tenant during such thirty (30) day period to secure and keep safe any personal property.

13.5. No Remedy Exclusive.

No remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute.

13.6. Holding Over.

If Tenant does not surrender the Property to Landlord at the expiration date of the Term, such continuance of possession by Tenant shall be deemed to be a month-to-month tenancy at the sufferance of Landlord terminable on thirty (30) days notice at any time by either party. All provisions of this Lease, except those pertaining to term and rent, shall apply to the month-to-month tenancy. Tenant shall pay a new Annual Base Rent in an amount equal to one hundred fifty percent (150%) of the monthly Rent payable for the last full calendar month during the regular Term, together with one hundred percent (100%) of all Taxes, utility charges and other costs payable pursuant to Article 3. Nothing contained in this Section 13.6 shall be deemed to prevent Landlord from pursuing a forcible entry and detainer action in accordance with Legal Requirements in the event of a holdover by Tenant hereunder.

13.7. Landlord's Default.

If Tenant believes that Landlord has failed to perform a material obligation of this Lease, Tenant must give Landlord written notice of the alleged default ("Landlord's Default"). Landlord must cure the Landlord's Default not later than thirty (30) days after receipt of the notice from Tenant, or within such longer period as is reasonably necessary to remedy the Landlord's Default, provided that Landlord diligently pursues its efforts to cure the Landlord's Default to completion.

If Landlord fails to cure the Landlord's Default, Tenant shall have the following rights and remedies, which rights and remedies shall be in addition to all other rights and remedies of Tenant as may exist at law or in equity:

(a) Compel specific performance of Landlord's obligations under this Lease and to seek other equitable and injunctive relief available under Legal Requirements;

(b) Pursue a claim for damages under Legal Requirements. However, Tenant may only recover actual damages, costs of suit or other proceeding, and reasonable attorneys' fees, and may not recover lost revenues or profits, consequential damages, punitive damages, special damages or any other measure of damages from Landlord or its successors, transferees, or assigns;

(c) Remedy any Landlord's Default, and in connection with such remedy, Tenant may pay all expenses and employ legal counsel, and all reasonable sums so expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant, upon written demand by Tenant, together with interest at the Default Rate; and

(d) Terminate this Lease by written notice to Landlord.

No remedy herein conferred upon or reserved to Tenant in this Section 13.7 is intended to be exclusive of any other available remedy or remedies described in this Section 13.7 or otherwise expressly provided in the Lease or available at law or in equity, but each and every such remedy shall be cumulative. No delay or omission to exercise any such right or power accruing upon any default of Landlord shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE 14
Tenant's Environmental Obligations

14.1. Environmental Matters.

Tenant may not use, generate, release, discharge, store, dispose, or transport any Hazardous Materials on, under, in, above, to, or from the Property during the Term, except for such quantities which are routinely utilized in connection with the lawful use of the Property, all of which are to be stored, used, handled, and disposed of by Tenant in full compliance with all Legal Requirements and Environmental Laws. Landlord may not use, generate, release, discharge, store, dispose, or transport any Hazardous Materials on, under, in, above, to, or from the Property during the Term, except for such quantities which are routinely utilized in connection with the lawful operation of Landlord's public transit system, all of which are to be stored, used, handled, and disposed of by Landlord in full compliance with all Legal Requirements and Environmental Laws.

Tenant must:

(a) Pay any cost, expense, claim, or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work required by any Legal Requirements or Governmental Authority to be performed on, under or about the Property during the Term of this Lease or after the Term of this Lease if arising from events occurring or circumstances existing during the Term; and

(b) **EXCEPT TO THE EXTENT ARISING FROM A BREACH BY LANDLORD OF LANDLORD'S COVENANT SET FORTH ABOVE IN THIS SECTION 14.1 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD AND TO THE EXTENT ALLOWED BY APPLICABLE LEGAL REQUIREMENTS, RELEASE AND WAIVE ANY CLAIMS AGAINST LANDLORD FOR LOSS, INJURY,**

EXPENSE, OR DAMAGE ARISING OUT OF THE PRESENCE, RELEASE, OR DISCHARGE OF ANY HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE, TO, OR FROM THE PROPERTY FROM AND AFTER THE EFFECTIVE DATE.

EXCEPT TO THE EXTENT ARISING FROM A BREACH BY LANDLORD OF LANDLORD'S COVENANT SET FORTH ABOVE IN THIS SECTION 14.1 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LANDLORD, REQUIRE MASTER DEVELOPER TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD FROM ANY CLAIMS OF ANY PARTY FOR LOSS, INJURY, EXPENSE, OR DAMAGE ARISING OUT OF THE PRESENCE, RELEASE, OR DISCHARGE OF ANY HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE, TO, OR FROM THE PROPERTY FROM AND AFTER THE EFFECTIVE DATE.

EXCEPT TO THE EXTENT ARISING FROM A BREACH BY TENANT OF TENANT'S COVENANT SET FORTH ABOVE IN THIS SECTION 14.1 AND TO THE EXTENT ALLOWED BY APPLICABLE LEGAL REQUIREMENTS, LANDLORD SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TENANT AND MASTER DEVELOPER FROM ANY CLAIMS OF ANY PARTY FOR LOSS, INJURY, EXPENSE, OR DAMAGE ARISING OUT OF THE PRESENCE, RELEASE, OR DISCHARGE OF ANY HAZARDOUS MATERIALS ON, UNDER, IN, ABOVE, TO, OR FROM THE PROPERTY FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT RESULTING FROM A BREACH OF LANDLORD'S COVENANT SET FORTH ABOVE IN THIS SECTION 14.1.

If any remedial work (the "**Remedial Work**") is required under any applicable Legal Requirements as a result of the use, generation, release, discharge, storage, disposal, or transport of Hazardous Materials on, under, in, above, to, or from the Property by Tenant, Tenant must perform or cause to be performed the Remedial Work to the extent required under such Legal Requirements. If any Remedial Work is required under any applicable Legal Requirements as a result of the use, generation, release, discharge, storage, disposal, or transport of Hazardous Materials on, under, in, above, to, or from the Property by Landlord, Landlord must perform or cause to be performed the Remedial Work to the extent required under such Legal Requirements. All Remedial Work must be performed by one or more contractors under the supervision of a consulting engineer, each selected by the party obligated to perform the applicable Remedial Work (the "**Obligated Party**") and approved in advance in writing by the other party, which approval shall not be unreasonably withheld or delayed. If the Obligated Party fails to begin and complete the Remedial Work within the time periods required by law, the other party may, at the Obligated Party's sole cost and expense, but is not required to, upon written notice to the Obligated Party of its intention to do so, cause the Remedial Work to be performed, subject fully to the indemnification provisions of this Article. Notwithstanding the provisions of the preceding sentence, however, in the event of emergency conditions relating to any Remedial Work, non-obligated party, acting in good faith, shall have the right, but not the obligation, to cause such Remedial Work to be performed, subject fully to the indemnification provisions of this Article, if necessary, with only such notice to the Obligated Party as is reasonable under the circumstances, including telephonic notice. Any such notice to the Obligated Party hereunder shall specify with particularity the nature of the Remedial Work. To effectuate any such Remedial Work, the non-obligated party shall have the right to permit the persons performing such Remedial Work to enter upon the Property to perform such work. This Article survives termination of this Lease.

ARTICLE 16
Miscellaneous

16.1. Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be (a) delivered by hand and a receipt is obtained, (b) delivered by reputable national or local courier (such as UPS or FEDEX), which maintains a record of deliveries, or (c) mailed by United States registered or certified mail, return receipt requested and postage prepaid. Any notice shall be addressed to each Party at its address as set forth below. Any such notice shall be considered given, received, and delivered on the date of such hand delivery, deposit with such courier for same day or next business day delivery, or three (3) business days after deposit in the United States mail, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other Party at least ten (10) days' notice thereof, any Party shall have the right from time to time during the Term to change the addresses thereof and to specify up to two (2) additional addresses to which copies of notices to it shall be sent. Any Leasehold Mortgagee shall be entitled to give any notice for and on behalf of Tenant, if permitted under the terms of the applicable Mortgage. No notice to Tenant shall be effective as regards any Leasehold Mortgagee unless such Leasehold Mortgagee (of whom Landlord has properly received notice and a valid address for any such notice as provided in Section 8.2) receives a duplicate copy thereof or is notified thereof by Tenant. Notice may be given on behalf of any Party by such Party's counsel.

(a) Each notice to Landlord shall be addressed as follows:

DALLAS AREA RAPID TRANSIT
Attn.: President/Chief Executive Officer

If sent by USPS (or successor) addressed as follows:
P.O. Box 660163
Dallas, TX 75266-7201

If sent by Delivery addressed as follows:
1401 Pacific Street
Dallas, Texas 75202

With a copy to and addressed as follows:

DALLAS AREA RAPID TRANSIT
Attn.: General Counsel

If sent by USPS (or successor) addressed as follows:
P.O. Box 660163
Dallas, TX 75266-7255
Email: ggamez@dart.org

If sent by Delivery addressed as follows:
1401 Pacific Street
Dallas, Texas 75202
Email: ggamez@dart.org

(b) Each notice to Tenant shall be addressed as follows:

TOWN OF ADDISON – CITY MANAGER
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254
Email: dgaines@addisontx.gov

TOWN OF ADDISON - CITY ATTORNEY
Wyatt Hamilton Findlay, PLLC
Attn: Whitt L. Wyatt
5810 Long Prairie Road, Suite 700-220
Flower Mound, Texas 75028
Email: whitt@whflegal.com

With copies to:

Condon Tobin Sladek Thornton Nerenberg PLLC
Attn: William L. Sladek
8080 Park Lane, Suite 700
Dallas, Texas 75231
Email: bsladek@condontobin.com

A party's address may be changed by written notice to the other party as provided herein; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices specified above are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Tenant shall be deemed given by Tenant and notices given by counsel to Landlord shall be deemed given by Landlord.

16.2. Transit Operations.

All inspections conducted by Tenant, and the construction and the operation of the Improvements and the other improvements and work performed by, or on behalf of, Tenant relating to the Property, shall comply with the TOD Policy/Guidelines set forth in Exhibit C attached hereto and shall not interfere in any material respect with Landlord's transit operations unless Landlord has provided Tenant or Master Developer advance written approval. Tenant acknowledges that any and all impact on Landlord's operations will require not only written approval by Landlord, but if approved also will require specific scheduling arrangements with internal Landlord operations personnel which may affect construction scheduling. **TENANT HEREBY RELEASES (AND SHALL CAUSE ITS SPACE TENANTS, SUBTENANTS, LICENSEES, CONCESSION HOLDERS AND OTHERS HOLDING ANY RIGHT TO OCCUPY ANY PORTION OF THE PROPERTY BY, THROUGH OR UNDER TENANT OR ITS SUCCESSORS AND**

ASSIGNS TO RELEASE), LANDLORD, ITS SUCCESSORS AND ASSIGNS AND ANY AFFILIATE OF LANDLORD AND ANY SUCCESSOR AND ASSIGN OF EACH SUCH AFFILIATE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND CONSULTANTS, FROM ANY CLAIMS THAT LANDLORD'S USE OF THE PROPERTY OR REAL PROPERTY ADJACENT TO OR IN THE VICINITY OF THE PROPERTY FOR TRANSIT OPERATIONS (INCLUDING, WITHOUT LIMITATION, OPERATION OF A PUBLIC TRANSIT SYSTEM, INCLUDING BY EXAMPLE AND NOT LIMITATION, FOR RAILROAD AND BUS USE, OPERATION OF A TERMINAL FOR RAILWAY, BUS AND OTHER TRANSIT OPERATIONS, PARKING FACILITIES, ACCESS AND INGRESS TO AND EGRESS FROM, ANY SUCH FACILITIES, AND OPERATIONS BY LANDLORD NOW OR IN THE FUTURE, INCLUDING BY EXAMPLE AND NOT LIMITATION, OPERATIONS WHICH ARE NOT CONTEMPLATED, ENVISIONED OR POSSIBLE ON THE DATE OF THIS LEASE) CONSTITUTES A TRESPASS, NUISANCE, TAKING, CONDEMNATION OR EXERCISE OF EMINENT DOMAIN (CONSTRUCTIVE, INVERSE OR OTHERWISE) WITH RESPECT TO ANY PORTION OF SUCH PROPERTY, AND TENANT HEREBY WAIVES ANY RIGHT TO CLAIM THAT ANY SUCH TRANSIT OPERATIONS ARE OR EVER WOULD BE CONSIDERED OR DEEMED TO CONSTITUTE SUCH A TRESPASS, NUISANCE, TAKING, CONDEMNATION OR EXERCISE OF EMINENT DOMAIN (CONSTRUCTIVE, INVERSE OR OTHERWISE) (THE "RELEASE"). TENANT HEREBY WAIVES (AND SHALL CAUSE ITS SPACE TENANTS, SUBTENANTS, LICENSEES, CONCESSION HOLDERS AND OTHERS HOLDING ANY RIGHT TO OCCUPY ANY PORTION OF THE PROPERTY BY, THROUGH OR UNDER TENANT OR ITS SUCCESSORS AND ASSIGNS TO WAIVE) ANY CLAIMS, LIABILITY, LOSS, DAMAGES, DEMANDS, COSTS, JUDGMENTS AND EXPENSES, WHETHER NOW KNOWN OR OTHERWISE, AGAINST LANDLORD, ITS SUCCESSORS AND ASSIGNS AND ANY AFFILIATE OF LANDLORD AND ANY SUCCESSOR AND ASSIGN OF EACH SUCH AFFILIATE, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND CONSULTANTS, ARISING IN CONNECTION WITH OR AS A RESULT OF LANDLORD'S TRANSIT OPERATIONS ("WAIVER"). In no event shall the Release and Waiver be deemed a release or waiver of any claims resulting from the gross negligence or willful misconduct of Landlord or a Landlord Party. Such Release and Waiver shall be referenced in the Memorandum of Lease to be recorded pursuant to Section 12.1, and be included within any written lease, license or other occupancy agreement with respect to any portion of the Property. Tenant shall provide Landlord with copies of each such Release and Waiver upon execution and delivery thereof (or any instrument or agreement containing such Release and Waiver) and at any time upon request of Landlord.

16.3. Site Signage.

Tenant and/or Master Developer shall have the right to construct, install and maintain on the Property, at the sole cost and expense of Tenant and/or Master Developer, (a) directional site signage for both the Property and Tenant's Adjoining Property, and (b) building and monument/pylon signage for space tenants, subtenants and licensees of the Development. All pylon and monument signage installed by Tenant and/or Master Developer on the Property shall be in such locations and of such dimensions that do not materially and adversely affect the visibility of, or access to, Landlord's transit facilities, including Landlord's transit platform. Landlord shall

have the right to construct, install and maintain on the Property (at locations reasonably acceptable to Tenant), at the sole cost and expense of Landlord, directional site signage for Landlord's transit operations. Landlord and Tenant shall be respectively responsible to assure that all signage constructed, installed and maintained by Landlord and Tenant, respectively, complies with all applicable Legal Requirements and the TOD Policy/Guidelines. In no event shall any signage installed on the Property by Tenant and/or Master Developer directly and adversely impact Landlord's operational needs as described on Exhibit B attached hereto.

16.4. Waiver.

No consent or waiver, express or implied, by Landlord or Tenant to or of any breach or default by the other Party in the performance by such other Party of the obligations thereof under this Lease shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Lease. Failure on the part of either Landlord or Tenant to complain of any act or failure to act by the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights under this Lease.

16.5. Severability.

If any provision of this Lease is held to be illegal, invalid, or unenforceable under Legal Requirements, such provision is fully severable; this Lease is to be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Lease; and the remaining provisions of this Lease remain in full force and effect and are not affected by the illegal, invalid or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there is to be added automatically as a part of this Lease a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

16.6. Amendments.

Neither this Lease nor any of its provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by all Parties.

16.7. Binding Effect.

Subject to the restrictions contained herein upon Tenant's right to assign this Lease, this Lease is binding upon, and inures to the benefit of, Landlord and Tenant, and their respective successors and assigns. The terms "Landlord" and "Tenant" include all persons, firms, corporations or entities at the time in question included within such term. If Landlord assigns its rights and obligations pursuant to this Lease to a bona fide third party who assumes Landlord's obligations hereunder in writing from the period from and after any such assignment, then Tenant agrees that the assigning Landlord shall have no obligation or liability hereunder as Landlord from and after any such assignment with respect to claims arising after such assignment. Landlord agrees to send to Tenant a true, correct and complete copy of such assignment promptly after the execution and delivery thereof

16.8. Interpretation.

No provision of this Lease shall be construed against or interpreted to the disadvantage of either Landlord or Tenant by any court or other governmental or judicial authority by reason of such Party having or being deemed to have written, structured or dictated such provision.

16.9. Relationship of Parties.

Nothing in this Lease creates a relationship of principal and agent or of partnership or joint venture between the parties to this Lease. Neither the computation of Annual Base Rent, nor any other provision contained in this Lease, nor any acts of the parties hereto, creates a relationship between the parties to this Lease other than the relationship of lessor and lessee.

16.10. Unavoidable Delays.

Landlord, Tenant, and any Leasehold Mortgagee shall be excused from performing any of their respective obligations or undertakings provided in this Lease, except any of Tenant's obligations to pay Rent or any other sum of money which is not excused by this section, for such periods of time as the performance of such obligation or undertaking is prevented by any act of God, fire, earthquake, flood, explosion, war, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies, strikes, lockouts, action of labor unions, condemnation, Legal Requirements, orders of any governmental authority, any injunction arising from litigation involving a Party relating to zoning, subdivision or other governmental action or inaction pertaining to the Property or any portion thereof, inability to obtain government permits or governmental approvals or casualty loss. The foregoing provisions of this section shall not excuse a Party from not performing any of its obligations or undertakings provided in this Lease if any such non-performance is a result of any act or omission of such Party.

16.11. Exhibits.

The exhibits identified in this Lease and attached hereto are incorporated herein in full by this reference.

16.12. No Merger of Estates.

The Parties intend that this Lease continue in effect and not be terminated or otherwise affected by the doctrine of merger of estates upon the ownership by the same Person of both the reversion and the leasehold estate under this Lease, except as reflected otherwise by such Person owning both estates in a written and recorded document consented to by all Mortgagees. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgages shall otherwise expressly consent in writing, the fee title to the Property and the Leasehold shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold by Landlord or by Tenant or by a third party, by purchase or otherwise. So long as any holder of a Security Device is in existence, unless all holders of Security Devices shall otherwise expressly consent in writing, the fee title to the Property and the Leasehold shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and Leasehold by Landlord or by Tenant or by a third party, by purchase or otherwise

16.13. APPLICABLE LAW.

THIS LEASE IS BEING EXECUTED AND DELIVERED AND IS INTENDED TO BE PERFORMED IN THE STATE OF TEXAS. THIS LEASE SHALL ONLY BE INTERPRETED AND CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THIS LEASE SHALL BE ONLY IN DALLAS COUNTY, TEXAS OR THE FEDERAL DISTRICT COURT FOR THE DISTRICT IN WHICH THE PROPERTY IS LOCATED.

16.14. Date for Performance.

If the time period or date by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, or by which any notice must be given, expires or occurs on a Saturday, Sunday or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

16.15. Brokerage Representation.

Tenant and Landlord each represents and warrants to the other that it has not dealt with any real estate broker, agent or salesman so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or similar fee or compensation with respect to the negotiation and/or execution of this Lease or the conveyance of the Leasehold by Landlord to Tenant.

16.16. No Third Party Beneficiaries.

The only Parties to this Lease are Landlord and Tenant and their successors in interests. There are no third party beneficiaries other than Mortgagees and Subtenants and condominium associations to the extent expressly provided herein. Except as heretofore provided, this Lease shall not be construed to benefit or be enforceable by any other Person other than the Parties hereto and their successors in interest and permitted assignees.

16.17. Exculpation.

Notwithstanding anything to the contrary contained herein, neither Landlord nor any Landlord Party shall be personally liable for any obligations of Landlord. No recourse may be had against the private property of any Landlord Party in order to satisfy any obligations of Landlord hereunder, or against any property of Landlord other than Landlord's interest in the Land. In any action, suit, or proceeding to enforce any of the provisions of this Lease against Landlord, Tenant shall look solely to Landlord's interest in the Land for satisfaction of any claim arising under this Lease. In any lawsuit or other proceeding the prevailing party shall only have the right to recover actual damages. Each Party hereby waives and agrees that it does not have the right to recover and the other Party shall not ever be responsible in any way for consequential, punitive damages and all other types of damages which are not actual.

Neither Tenant nor any Tenant Party shall be personally liable for any obligations of Tenant and no recourse may be had against the private property of any Tenant Party in order to satisfy any obligations of Tenant hereunder. If, under the provisions of this Lease, Tenant is obligated to spend insurance proceeds or condemnation awards for the restoration, repair, or demolition of the Improvements, Tenant shall be personally liable for the amount of insurance proceeds or condemnation awards actually received by Tenant (as opposed to a Tenant Mortgagee or other person), but only to the extent such insurance proceeds or condemnation award are not applied to the extent required for the restoration, repair, or demolition of the Improvements pursuant to this Lease. Notwithstanding the foregoing, nothing herein shall be deemed to waive any claims arising from fraud which are brought against any individual committing such fraud.

16.18. Time of the Essence.

Time is of the essence with respect in the payment and performance of all of the obligations of the Parties arising under this Lease.

16.19. Interest on Obligations.

If a Party is obligated to pay money to the other Party, the payment obligation shall accrue interest at the Default Rate from and after the date on which the payment obligation is due until it is paid.

16.20. Sale of the Property.

In the event of a sale or conveyance by Landlord (or any party comprising Landlord) of all or any part of the Property and this Lease, or either, and notwithstanding anything contained in this Lease to the contrary, the same shall operate to release Landlord (or such party) from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord (or such party) with respect to any liability of Landlord (or such party) accruing after such sale or conveyance. No such sale, however, by itself will release Landlord for any liability to Tenant that has accrued and is enforceable against Landlord as of the date of such sale or conveyance.

16.21. Right of First Refusal.

In the event Landlord receives a bona fide offer (the "**Offer**") to purchase the Property from a third party (the "**Third-Party Purchaser**") that is unaffiliated with Landlord and Landlord is willing to accept the Offer, Landlord shall provide a true and correct copy of such Offer to Tenant and Tenant shall thereafter have a period of thirty (30) days to elect to purchase the Property on the terms and conditions set forth in the Offer, which election shall be made by Tenant, if at all, by delivery to Landlord of written notice (the "**ROFR Election Notice**") of such election within such 30-day period. In the event of such an election by Tenant to purchase the Property, Landlord and Tenant shall enter into a purchase and sale agreement in a form reasonably acceptable to Landlord and Tenant containing the terms and conditions set forth in the Offer. In the event Tenant rejects the Offer or fails to timely deliver a ROFR Election Notice within such 30-day period, Landlord shall have the right to sell the Property to the Third-Party Purchaser on the terms and

conditions set forth in the Offer.

16.22. Attorney's Fees and Costs.

In an action between Landlord and Tenant seeking enforcement of a term or provisions of this Lease, the prevailing party in such action may be awarded, in addition to any other relief awarded by the court, its reasonable costs and expenses, including reasonable attorneys' fees and court costs allowed by law.

16.23. Landlord's Attorneys' Fees and Consent.

If Tenant requests any approval or consent from Landlord or the holder of any Mortgage granted by Landlord with respect to this Lease or the Property, then Tenant will promptly pay all out of pocket costs and expenses (including reasonable attorneys' fees) incurred by Landlord and the holder of such Mortgage in connection with their review of such request and any related document, regardless of whether or not such approval or consent is granted.

16.24. Survival.

All obligations of any Party that are not fulfilled at the expiration or other termination of this Lease will survive such expiration or termination as continuing obligations of such Party. Any provision of this Lease which requires or contemplates performance by a party hereto after the termination of this Lease shall survive the termination of this Lease.

16.25. Prior Agreements.

This Lease, the ILA and the CCRs embody the entire agreement between the parties relating to the subject matter of this Lease, supersede all prior agreements and understandings, if any, relating to the subject matter of this Lease, and may be amended only by an instrument in writing executed jointly by Landlord and Tenant and supplemented only by documents delivered or to be delivered in accordance with the express terms of this Lease. To the extent any conflict exists between this Lease and the ILA, the terms of this Lease shall govern.

16.26. Statutory Waiver.

TENANT HEREBY WAIVES ANY STATUTORY RIGHTS OTHERWISE APPLICABLE UNDER SECTION 91.004(b) OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS SAME MAY BE HEREAFTER AMENDED OR SUCCEEDED. Landlord and Tenant hereby each acknowledge and agree that they are knowledgeable and experienced in commercial transactions and further hereby acknowledge and agree that the provisions of this Lease for determining charges and amounts payable by Tenant are commercially reasonable and valid even though such methods may not state precise mathematical formulae for determining such charges. ACCORDINGLY, TENANT HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ALL RIGHTS AND BENEFITS TO WHICH TENANT MAY BE ENTITLED UNDER SECTION 93.012 OF THE TEXAS PROPERTY CODE, AS SUCH SECTION NOW EXISTS OR AS SAME MAY BE HEREAFTER AMENDED OR SUCCEEDED.

16.27. No Waiver.

Nothing in this Lease or any ancillary or related documents is intended to nor shall be deemed to have waived or diminished in any way either Party's governmental immunity, including, by example and not limitation, with regard to any applicable or particular defenses, taxable status or any other limitation or immunity from suit and liability.

16.28. FTA Assistance.

The Parties understand and agree that FTA is not financially contributing to the construction of Improvements on the Property; however, Landlord acquired the Property with FTA assistance. Landlord is not conveying any interest in the Property except the leasehold interest expressly granted in this Lease to Tenant, and Tenant may not transfer, convey, or assign any interest in the Property except as expressly provided herein. In accordance with the Master Agreement, the Property shall remain available for the transit purpose originally authorized by FTA and Landlord, with Tenant and Master Developer's cooperation as required under this Lease, shall satisfactorily maintain transit access and operation during and after development of the Property.

Tenant shall comply with, and shall require Master Developer and any other subtenant to comply with, FTA Circular 4702 (Title VI Requirements and Guidelines), FTA Circular 4710, (Americans with Disabilities Act Guidance), FTA Circular 4703 (Environmental Justice Policy Guidance); and FTA Circular 4704 (Equipment Employment Opportunity Requirements and Guidelines).

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Signature Pages Follow

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease.

LANDLORD:

DALLAS AREA RAPID TRANSIT,
a Texas Regional Transportation Authority

By:_____

Printed Name: _____

Title: _____

Date: _____

[Tenant Signature on Following Page]

TENANT:

TOWN OF ADDISON, TEXAS

By:_____

Printed Name: David Gaines

Title: City Manager

Date: November 1, 2023

RESOLUTION NO. R23-092
October 24, 2023

EXHIBIT A

[Insert Site Map]

EXHIBIT B
Landlord's Operational & Infrastructure Requirements

DART Minimal Operational Needs

Passenger Amenities:

1. Air-conditioned waiting space.
2. Two (2) Restrooms.
3. Benches.
4. Eight (8) Shelters equivalent to what exists on the site currently.
5. Service information.
6. Clear and unimpeded pedestrian access to nearby jobs and housing.

Current Transit Center Bus Operations:

1. Signalized access to bus bays sufficient to accommodate approximately 54 buses/hour at peak times (27 inbound and 27 outbound).
2. Operating hours 4:00 AM - 1 :00 am every day.
3. Parking - 300 spaces designated for "DART customers only" during DART's peak operating hours - the future number, location and sharing of parking spaces to be agreed upon by the parties.
4. Two bathrooms for operators and customers when operators are not using them.
5. Vending machines.
6. Contingency space (in addition to 12 bays) for paratransit and emergency rail shuttles.

Required future improvements to be maintained, redeveloped, or added to the Addison Transit Center and future Rail Station to be provided by the Master Developer may include a minimum of:

1. Crew room (a comfortable break room with restrooms dedicated to operators).
2. Pedestrian access (currently customers can access bus operations from the parking lot, Arapaho Road, Quorum Drive, and surrounding land uses without impediment).
3. Signalized bus access (dedicated access in both directions greatly increases safety; this feature must be maintained).
4. The construction of four (4) additional bus bays and shelters, for a total of 12, and the designation of space for the operation of at least 2 GoLink zones.
5. These estimates may be adjusted upon discussion and agreement with the Master Developer.
6. Future improvements shall not degrade current pedestrian access in any way for the average DART user.

Prohibited Uses on the DART Property

No portion of the DART Property shall be used for the following uses:

1. A stand-alone parking garage.
2. A dance hall.
3. An off-track betting business.
4. A billiard or pool hall.
5. For bingo or similar games of chance.
6. A massage parlor or tanning salon, except the foregoing shall not prohibit therapeutic massages such as provided by Massage Envy.
7. A game arcade or video game room.
8. A bowling alley.
9. A skating rink.
10. Automobiles sales or a car wash, car repair or car rental agency.
11. A night club or discotheque.
12. An adult book or adult video tape store (which are defined as stores in which any portion of the inventory is not available for sale or rental to children under 18 years old because such inventory explicitly deals with or depicts human sexuality), or any establishment selling or exhibiting pornographic materials.
13. A "sexually oriented business", which shall mean (i) a sex parlor, nude studio, modeling studio, love parlor, adult bookstore, adult movie theater, adult video arcade, adult movie arcade, adult video store, adult motel, or (ii) a nightclub, bar, restaurant, or similar commercial enterprise that provides live nude or partially nude entertainment or live nude or partially nude performances.
14. Flea market, or any second-hand or surplus store.
15. Manufacturing facility (other than manufacturing of food items incidental to a restaurant or catering operation).
16. Any mortuary or funeral establishment.
17. Pawn shop.
18. Any central laundry or dry-cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities).
19. Any veterinary hospital, animal raising or facilities.
20. Any facility selling guns or firearms of any kind.
21. Any use which is a public or private nuisance as may be determined by the applicable municipal authorities.
22. Any use that is contrary to applicable zoning ordinances or private restrictions.
23. Any abortion, drug rehabilitation or methadone clinic.
24. Mini-warehouse or mini-storage.

EXHIBIT C

[Insert TOD Policy/Guidelines]

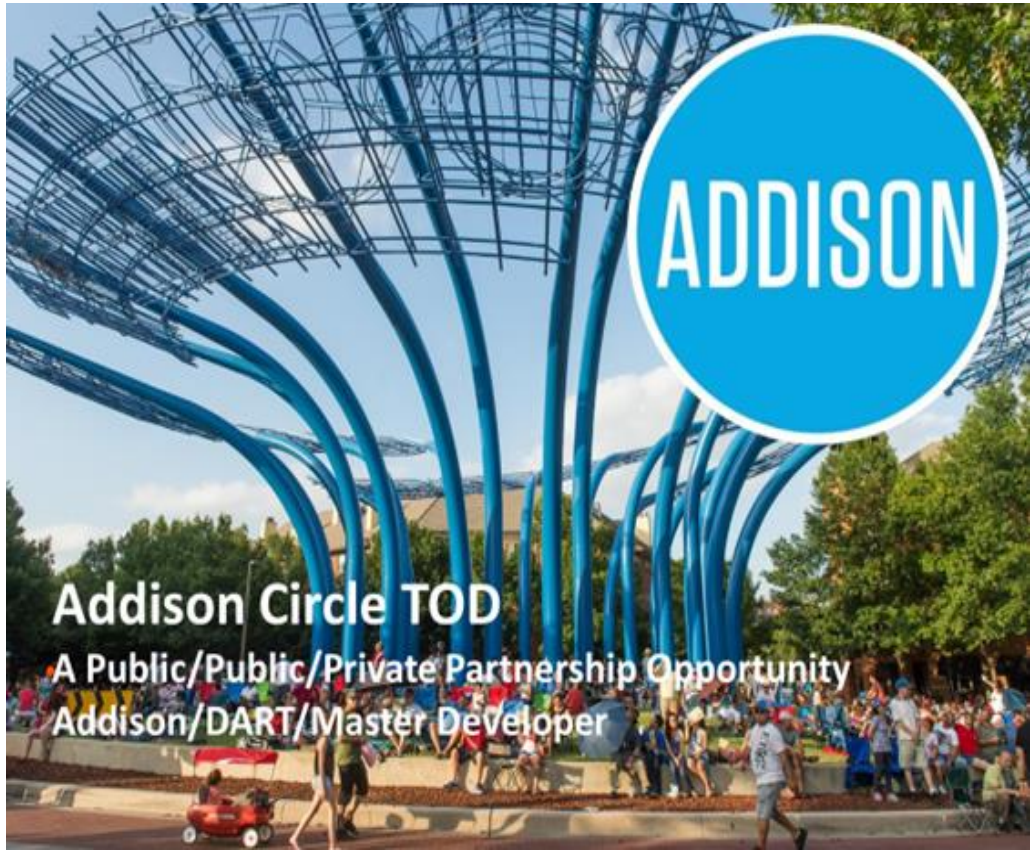
Master Ground Lease for DART's Addison Transit Center Property

City Council Presentation

November 14, 2023

DART Master Ground Lease

- The Master Ground Lease establishes the terms and conditions for the Town's lease of DART's Addison Transit Center property for inclusion in the planned transit-oriented development around the Silver Line rail station
- The provisions of the lease are in accordance with the Interlocal Agreement approved in 2021 by the Town and DART

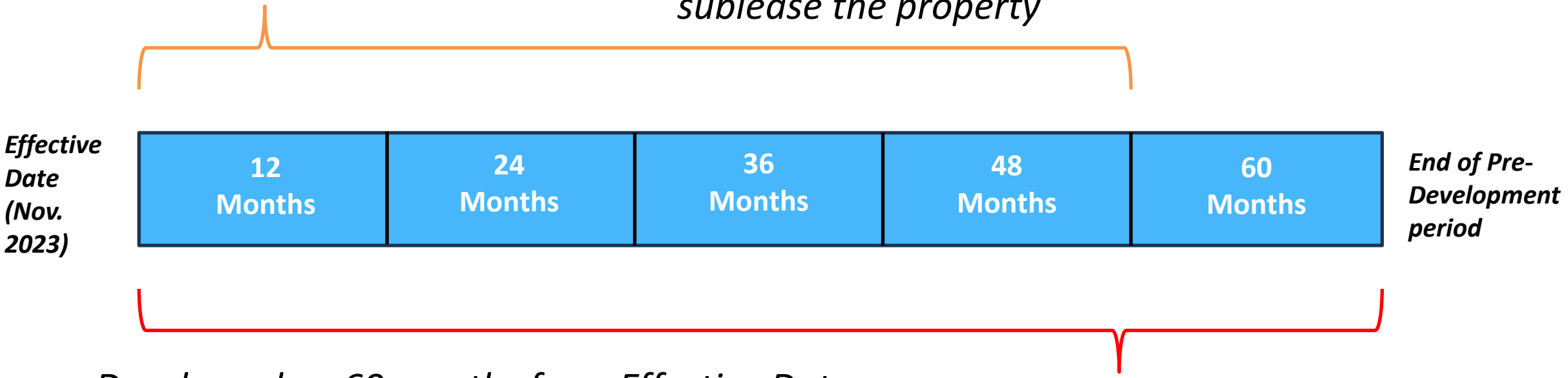


DART Master Ground Lease

Timeline for Engaging Developer and Commencement of Construction

Town Early Termination Period

Town has 48 months from the Effective Date (Nov. 2023) to engage a master developer and sublease the property



Developer has 60 months from Effective Date (Nov. 2023) to secure zoning, financing, plan preparation and commence construction

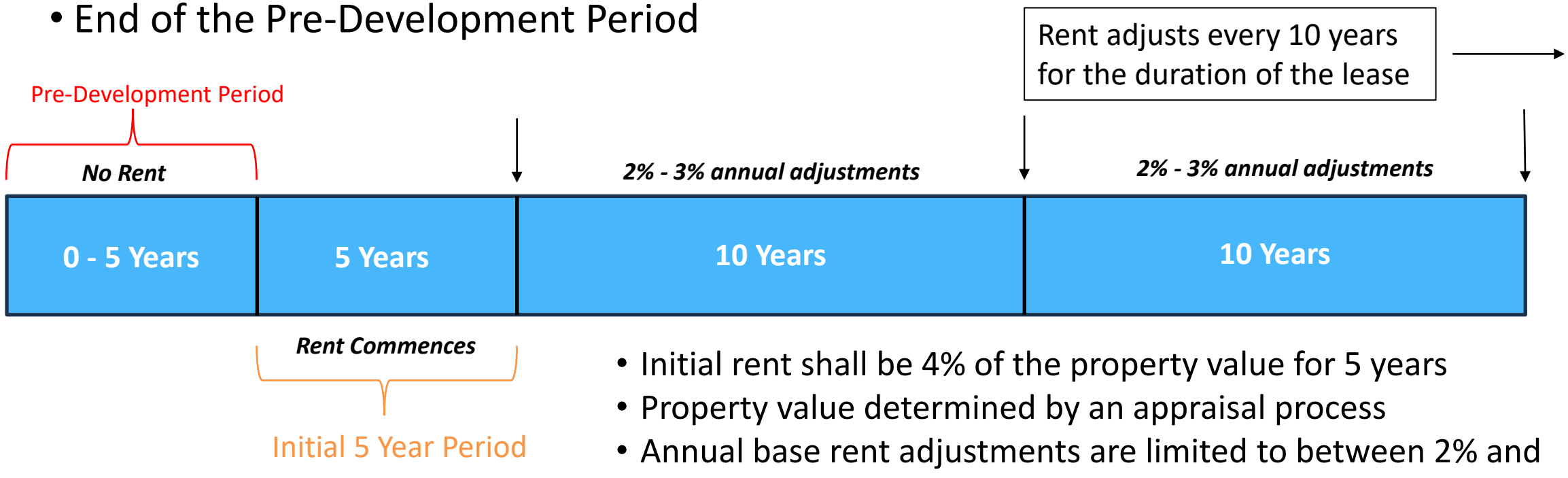
Pre-Development Period

DART Master Ground Lease

Rent Commencement, Determination of Annual Base Rent and Subsequent Rent Adjustments

Annual rent is not due until the first to occur of the following:

- Construction activities impact DART's transit operations; or
- A Certificate of Occupancy is issued for the first building; or
- End of the Pre-Development Period



- Initial rent shall be 4% of the property value for 5 years
- Property value determined by an appraisal process
- Annual base rent adjustments are limited to between 2% and 3% per year thereafter

DART Master Ground Lease

Unsubordinated Ground Leases

- The master developer and tenants of the project may obtain financing and use the leasehold to secure loans

- If the master developer defaults on a loan, its lender has no right to foreclose on DART's interest in the property

DART Master Ground Lease

Sublease with Master Developer

- Town has 48 months from the Effective Date (Nov. 2023) to engage a master developer and negotiate the sublease of the property
- Revenue from the sublease can used to offset rent on the master lease
- Should the rent income generated from the sublease exceed the amount due under the master lease, the Town and DART will equally share the resulting surplus, fifty-fifty.

DART Master Ground Lease

QUESTIONS?