



Addison City Council Meeting

January 23, 2024

Addison Conference Centre

15650 Addison Road

Addison, Texas 75001

**AMENDED: 01/24 at 9:25am - Addition of Council
Q&A Document and Work Session Item #7a.**

Presentation

**AMENDED: 01/22/2024 at 2:30pm - Postponement of
Consent Agenda Item #4.b**

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 Acacia Room 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 Questions and Answers.
4. **Council Member Clarification Requests Regarding Consent Agenda Items.**

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):
Political Signs
 - a. Section 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 -
 - Addison Circle Transit Oriented Development Project.
 - b. Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters 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 Chapter 551 of the Texas Code:
 - Discussion of the Town's political sign regulations
6. **Open Meeting.** In accordance with Texas Government Code Chapter 551, the Addison City Council will reconvene in an Open Meeting to consider action, if any, on the matters discussed in the Closed Meeting.
7. **Work Session Reports**
 - a. Present and discuss the North Texas Emergency Communication Center (NTECC).
 - b. Present and discuss the Town's Sign Ordinance as it relates to Political Signage.
 - c. Present and discuss Senior Property Tax Exemptions.

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 January 9, 2024 City Council Meeting.

 - b. ***POSTPONED*** Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$120,000 per year.

 - c. Consider action on a Resolution approving an agreement between the Town of Addison and Halff Associates, Inc. for White Rock Creek Drainage Basin Stormwater Infrastructure Assessment and authorizing the City Manager to execute the agreement in an amount not to exceed \$216,000.

5. **Items for Individual Consideration.**

- a. Present, discuss and consider action on a Resolution approving a sixth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co- Developers AMLI Residential and Quadrant Investment Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the sixth Amended and Restated MOU.
- b. Present, discuss, and consider action on an Ordinance granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Nando's Peri Peri, located at 5100 Belt Line Drive, Suite 728, in order to allow a 1,000 square-foot mural on portions of the north and east facades and to allow an additional attached wall sign on the north facade. (Case MR2023-07/5100 Belt Line Drive, Suite 728 - Nando's Peri Peri).
- c. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Frost Bank, located at 3820 Belt Line Road, in order to allow Frost Bank to construct a detached single-tenant pole sign within the Addison Town Center Special District. (Case MR2023-06/3820 Belt Line Road - Frost Bank).

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

7. **Adjourn Meeting.**

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

the conclusion of the Closed Meeting.

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

Posted by: _____

Date posted: _____ Time posted: _____

Date removed from bulletin board: _____

Removed by: _____

City Council (FY24)

3.

Meeting Date: 01/23/2024

Department: City Manager

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

Answers to Council Questions



Answers to Council Questions – January 23, 2024

Work Session

Item #7a: Present and discuss the North Texas Emergency Communication Center (NTECC).

Question 1: Are costs related to the 6 month “overlap”, with new building and current lease, included in financial analysis?

Response: Yes, those costs are built in.

Question 2: What is debt service and overall payments for 10-year and 15-year debt instead of 20-year?

Response: A ten-year repayment would be approximately \$425,000 per year, or \$4.25 million over the term. A fifteen-year repayment would be approximately \$320,000 per year, or about \$4.80 million over the term.

Question 3: What does the difference look like given the time cost/value of money? It seems that if we put out \$5.5M financed over 20 or more years, the maintenance cost would be closer to the all in leasing and maintenance cost. Can we get a picture of that?

Response: The total amount proposed to be financed is \$3.4 million. The annual maintenance cost, as shown on slide 6, will be paid quarterly from the General Fund, in the same manner as the Town currently pays its portion of operating costs to NTECC.

The net present value of the changes in future cash flows when comparing ownership vs. lease would be \$1,020,000 using a 2.5% discount rate for estimated inflation which means the ownership option is more cost effective.

Question 4: Is there an option with the current landlord for another long-term lease? Are we pleased with the landlord?

Response: There is an option for us to extend the current lease for 2 additional 15 year terms, but at a much higher rate than the current lease and market calls for. We currently pay \$35.22 psf annually with a 3% escalation and the new offer was \$48 psf with a 4% escalation. The landlord has not negotiated in good faith for us to stay here for an extended time. We currently have a good working relationship with the landlord, but that is not always the case. Cyrus ONE’s leadership changes very often and they are not always accommodating or helpful.

Question 5: Are there other reasons we may not want to continue to lease there?



Answers to Council Questions – January 23, 2024

Response: The cost is very high and there is limited space that we can expand into, when needed. We have already maximized the space that we have and the only way to expand would be to grow upstairs, with a heavy buildout cost.

Question 6: Have you looked at moving into another existing office building?

Response: Through the feasibility study process, Freese and Nichols presented to the Board of Directors that it would be cost prohibitive to retrofit an existing facility to fit the needs of a public safety communications center. Some of the costs were based on the following:

1. Retrofitting the power supply to include dual points of egress.
2. Adding a diesel generator into the existing power grid of the building that served only the ECC.
3. Hardening the walls and the windows.
4. Reengineering the roof to meet the hardening requirements for storms.

If we were to move into another facility that shared with other individuals, we would need to do the following, in addition to what was already mentioned:

5. Harden the divider between the two areas (for CJIS compliance).
6. If there are multiple floors, hardening the floors for security compliance.
7. Installing separate, secured, telecom ports/ paths and network tunnels.
8. Installing radio microwaves and antennas, securing the area away from other tenants.

Item #7c: Present and discuss Senior Property Tax Exemptions.

Question 1: In regard to the Comparator Cities of Carrollton, Coppell, and Farmers Branch how long have the reflected exemption amounts been in effect? What has been the timing and amounts of increases over recent years for these cities?

Response: Over the last five years the Cities of Carrollton, Coppell, and Farmers Branch have made the following changes to exemptions offered:

- **Carrollton:** Increased senior and disabled exemptions both from \$60,000 to \$80,000 for FY 2023 and both from \$80,000 to \$87,000 for FY 2024.
- **Coppell:** Increased senior and disabled exemptions both from \$75,000 to \$100,000 for FY 2023.



Answers to Council Questions – January 23, 2024

- **Farmers Branch:** Increased senior exemption from \$65,000 to \$80,000 for FY 2021. Increased senior exemption from \$80,000 to \$100,000 and disabled exemption from \$60,000 to \$100,000 for FY 2023.

Question 2: The example in the presentation used an appraised value of \$400,000. What is our current average residential owned property value amount?

Response: The average appraised value is \$493,644 and the average taxable value is \$375,220.

Question 3: What percentage of the owner-occupied homes in Addison have a senior property tax exemption?

Response: There are currently 2,353 single family residences in Addison and 783, or 33.3% of those currently have a senior exemption.

Question 4: Can staff prepare a slide that shows an average senior property tax break down from 2022 to 2023 utilizing all tax districts? Could the slide represent a typical senior that owns a property in the Dallas Independent School District?

Response:

	Senior Taxes Paid by Taxing Unit		
	FY 2023	FY 2024	Difference
Addison	1,927.57	2,080.17	152.60
DISD	4,074.26	3,475.93	(598.33)
Dallas County Schools	28.12	-	(28.12)
Dallas County	612.84	719.73	106.89
Parkland Hospital	736.14	732.35	(3.79)
Dallas College	354.87	367.10	12.23
Totals	7,733.79	7,375.27	(358.52)

Question 5: What percentage of our total ad valorem property taxes are attributable from our residential owned properties with a senior exemption?

Response: 4.3% of the Town's property taxes are generated from residential properties with a senior exemption.



Answers to Council Questions – January 23, 2024

Question 6: Is the homestead exemption of 20% in the first bullet of Slide 2 the same as the optional homestead column in next slide (not numbered but would be slide 3)?

Response: Yes, they are the same.

Question 7: On the fifth slide, the additional exemption would be in addition to the senior exemption of \$50,000? (ex: 50,000 would bring the senior exemption total to \$100,000).

Response: That is correct.

Consent

***POSTPONED* Item #4.b:**

Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$120,000 per year.

Question 1: Did we pay Cushman and Wakefield in 2023?

Response: No, the Town did not make any payments to either C&W or Harvest for services in 2023.

Question 2: How is Baseline Improvement Value (BIV) calculated for the success fee?

Response: The Baseline Improvement Value (BIV) is a pre-construction financial estimate that represents the value of a development project, calculated based on specific estimated project parameters. The parameters are as follows:

Development Scope: 100% multi-family

Residential Density Factor: 60 units per acre

Cost per Unit: \$200,000

In the project, BIV is determined by multiplying the total area of the development land by the Residential Density Factor and the estimated Cost per Unit. The development covers approximately 10 acres, with a density of 60 residential units per acre and a unit cost of \$200,000, the BIV would be calculated as 10 acres multiplied by 60 units per acre, and then by \$200,000 per unit, resulting in a BIV of \$120 million. This figure serves as a benchmark against which the actual construction costs are compared.

Item #4.c: Consider action on a Resolution approving an agreement between the Town of Addison and Half Associates, Inc. for White Rock Creek Drainage Basin Stormwater Infrastructure Assessment and authorizing the City Manager to execute the agreement in



Answers to Council Questions – January 23, 2024

an amount not to exceed \$216,000.

Question 1: Section 9 of the PSA addresses insurance and states requirements to be “Minimum coverages and limits of liability for the policies of insurance required for the specific services under this Agreement are maintained by and accessible through the City’s purchasing department.”

What are these coverages and limits as stated/outlined in Town’s policies and procedures? Is there a written policy adopted by the Town on required insurance coverages and limitations?

Response: The Town’s purchasing policy contains the following related to insurance coverages:

INSURANCE AND INDEMNIFICATION POLICY

A. Contractors performing work on Town of Addison property or public right-of-way shall provide the City indemnification and certificate of insurance or a copy of their insurance policy(s) including a copy of the endorsements necessary to meet the requirements, hold harmless, and defense clauses which will be required in a final contract. The required language is inserted in solicitation documents by the Purchasing Department or owner of the specifications.

B. Contractual agreements must contain a provision that transfers the risk of the project from the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.

C. Workers’ Compensation Insurance – By State law, contractors and subcontractors hired for building and construction projects must provide Workers’ Compensation Insurance for their employees regardless of the project’s cost. (Texas Labor Code, Chapter 406, Section 096)

D. Purchasing must approve and verify all insurance documents prior to the contract, purchase order, or commencement of work to be performed.

E. The approved insurance and indemnification requirement forms can be found at S: purchasing/purchasing forms.

INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. The minimum insurance required will be specified by the Town of Addison. The Purchasing Manager, City Engineer, Consulting Engineer, or Architect may increase the



Answers to Council Questions – January 23, 2024

amounts of insurance required for any project. See Exhibit K: Insurance Requirements

B. For construction and construction-related projects, all contractors and sub-contractors, including those delivering equipment or materials, performing service on a Public Works project, shall provide workers' compensation for all employees. All contractors shall provide proof of coverage satisfactory to the City. General contractors are responsible for seeing that sub-contractors carry the same or higher insurance amounts as those required of the prime contractor. Contractors shall post required signs at job site(s) informing all workers of their right to workers' compensation coverage.



Answers to Council Questions – January 23, 2024

Exhibit K: TOWN OF ADDISON, TEXAS CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

REQUIREMENTS

Contractors performing work on TOWN OF ADDISON property or public right-of-way shall provide the TOWN OF ADDISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from TOWN OF ADDISON. Contractors shall provide TOWN OF ADDISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by TOWN OF ADDISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. TOWN OF ADDISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee	Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000	TOWN OF ADDISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined Single Limit \$1,000,000	TOWN OF ADDISON to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7087** or **emailed to: purchasing@addisontx.gov**. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.



Answers to Council Questions – January 23, 2024

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for TOWN OF ADDISON, will provide the certificates of insurance (and endorsements) with the above requirements to TOWN OF ADDISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for TOWN OF ADDISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The Town accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# _____

Company: _____

Printed Name: _____

Signature: _____ Date: _____



Answers to Council Questions – January 23, 2024

Individual Consideration

Item #5.a: Present, discuss and consider action on a Resolution approving a sixth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co- Developers AMLI Residential and Quadrant Investment Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the sixth Amended and Restated MOU.

Question 1: What are the 2 buildings on the south side of Festival Way?

Response: This will be jewel box retail with floor to ceiling glass, a large patio and would be as transparent as possible. The concept for this area is to connect the new retail district to Addison Circle Park, which also will help activate both sides of Festival Way. This could be a great addition to help elevate the park and increase its day-to-day use. The best example of what we aspire to develop is the Mi Cocina at Klyde Warren Park.

Item #5b: Present, discuss, and consider action on an Ordinance granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Nando's Peri Peri, located at 5100 Belt Line Drive, Suite 728, in order to allow a 1,000 square-foot mural on portions of the north and east facades and to allow an additional attached wall sign on the north facade. (Case MR2023-07/5100 Belt Line Drive, Suite 728 - Nando's Peri Peri).

Question 1: Do we know if this has been approved by the Landlord? And if so, do we know if there are additional and specific maintenance requirements of the Lessee by the Landlord for the mural, as well as what condition the affected areas are required to be left in upon termination of occupancy?

Response: The property management group, DB9 Capital, does review all proposed signs and murals at Village on the Parkway. According to DB9 Capital, the lessee is required to restore the suite (interior and exterior) to original or base condition upon termination of the lease. This could include painting over the mural to restore it to a blank wall. Depending upon the needs of a future tenant, property management can ask that improvements remain, including the mural.

For maintenance of the mural, the Town can utilize [Section 62-4](#) to ensure the mural is maintained in a presentable manner at all times. Staff is unaware of any maintenance requirements within the lease.

Question 2: In comparing and contrasting this request with the recent request from Hawker's would it be correct to say that the biggest difference is that this mural "constitutes



Answers to Council Questions – January 23, 2024

art” as opposed to the Hawker’s sign that included their logo thus making it more “commercial” versus art? Other notable differences?

Response: That is correct. When analyzing a request for a Meritorious Exception, Staff must make a determination if the request meets one or both of the approval criteria, which include:

1. *The regulations and/or standards will, by reason of exceptional circumstances or surrounding, constitute a practical difficulty or unnecessary hardship; or*
2. *That the proposed improvement, although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.*

In the instances of Hawker’s, they were unable to meet the approval criteria, providing evidence of practical difficulty or unnecessary hardship since the request was for a sign that is the restaurant’s logo and was commercial in nature.

Nando’s Meritorious Exception request has no words, terms, or depictions which are commercial in nature, therefore, they were able to utilize the approval criteria that their sign constitutes art and makes a positive contribution to the visual environment.

City Council (FY24)

5. a.

Meeting Date: 01/23/2024

Department: City Manager

AGENDA CAPTION:

Section 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 -

- Addison Circle Transit Oriented Development Project.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

5. b.

Meeting Date: 01/23/2024

Department: City Manager

AGENDA CAPTION:

Section 551.071 - Consultation with the City Attorney regarding items on the agenda or for matters 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 Chapter 551 of the Texas Code:

- Discussion of the Town's political sign regulations

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

7. a.

Meeting Date: 01/23/2024

Department: City Manager

Pillars: Gold Standard in Customer Service
Gold Standard in Public Safety

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Present and discuss the North Texas Emergency Communication Center (NTECC).

BACKGROUND:

The North Texas Emergency Communications Center (NTECC) will be approaching its 15th year of operations at the end of this decade. In May of 2014, NTECC entered a 15-year lease agreement with CyrusOne for their currently occupied space. There is one 5-year renewal option that requires NTECC to provide notification 18 months in advance of the April 2029 ending date.

Anticipating the lead time for various options, including expanding at our current location, relocating, remodeling an existing space, or constructing a new facility, the four participating city managers on the NTECC Board of Directors (Coppell, Addison, Farmers Branch, and Carrollton) requested a space planning analysis from Terry Goswick, NTECC's Executive Director.

The analysis revealed that the 30-year cost of leasing would amount to \$57,616,540, while constructing a new facility would cost \$32,770,416. This information positions us to make informed choices that align with our long-term goals.

In line with the current NTECC Operating Agreement, the cities will collectively share the design and construction costs of a potential new facility. Addison's share is estimated to be approximately 17% of the total cost. To fund our portion of the \$20 million facility, Staff is recommending the issuance of \$3.4 million in Certificates of Obligation. Please note that this figure may be subject to adjustment in the coming years, considering the timeframe for construction and potential variations in estimates.

RECOMMENDATION:

No action needed.

Attachments

Presentation - NTECC

North Texas Emergency Communications Center

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

January 23, 2024

NTECC History

ADDISON

NTECC was formed in 2014 to provide a high level of public safety communications services and to better coordinate regional partnerships.

Began providing public safety communications in April 2016.

First 9-1-1 center in the state to utilize the AT&T ESI Net, with 100% uptime.

Upgraded the public safety radio system at no cost to residents.



- NTECC currently leases our space in a data center.
- 11,800 square feet.
- "As-Is", landlord is not responsible for maintenance.
- The original lease was for 15 years.

Hired Freese and Nichols to:

- Conduct a needs assessment for growth over 20 years
- Provide a cost estimate
- Develop a standard for space needs
- Develop needs assessment for training and operations growth.

Results of the Study

- It was determined that retrofitting an existing facility to provide for the needs of a public safety communications facility was cost prohibitive.
- Building a new 23,000 square foot facility would cost an estimated \$20,000,000.
- The 30-year estimated cost of building a new facility is \$24,846,123.44 cheaper than leasing.

Cost Options

First 15 Years		
	Rent	Buy
Rent	\$ 22,472,644.13	\$ -
Connectivity	\$ 135,000.00	\$ -
Ownership	\$ -	\$ 18,270,000.00
Land	\$ -	\$ 2,500,000.00
Power	\$ -	\$ 839,678.00
Water	\$ -	\$ 72,000.00
Garbage Collection	\$ -	\$ 22,280.40
Facilities Maintenance	\$ 127,500.00	\$ 3,000,000.00
Replacement Reserves	\$ -	\$ 2,066,250.00
Total Cost:	\$ 22,735,144.13	\$ 26,770,208.40

Second 15 Years		
	Rent	Buy
Rent	\$ 34,618,896.11	\$ -
Connectivity	\$ 135,000.00	\$ -
Ownership	\$ -	\$ -
Land	\$ -	\$ -
Power	\$ -	\$ 839,678.00
Water	\$ -	\$ 72,000.00
Garbage Collection	\$ -	\$ 22,280.40
Facilities Maintenance	\$ 127,500.00	\$ 3,000,000.00
Replacement Reserves	\$ -	\$ 2,066,250.00
Total Cost:	\$ 34,881,396.11	\$ 6,000,208.40

30 Year Cost		
	Rent	Buy
Total:	\$ 57,616,540.24	\$ 32,770,416.80
Per year:	\$ 1,920,551.34	\$ 1,092,347.23

30 Year Cost Per City				
	Rent	Build	Difference	
Addison	\$ 9,729,935.62	\$ 5,534,071.37	\$	-4,195,864.25
Carrollton	\$ 27,912,793.85	\$ 15,875,890.58	\$	-12,036,903.27
Coppell	\$ 6,987,215.45	\$ 3,974,101.22	\$	-3,013,114.24
Farmers Branch	\$ 12,986,595.32	\$ 7,386,353.64	\$	-5,600,241.69

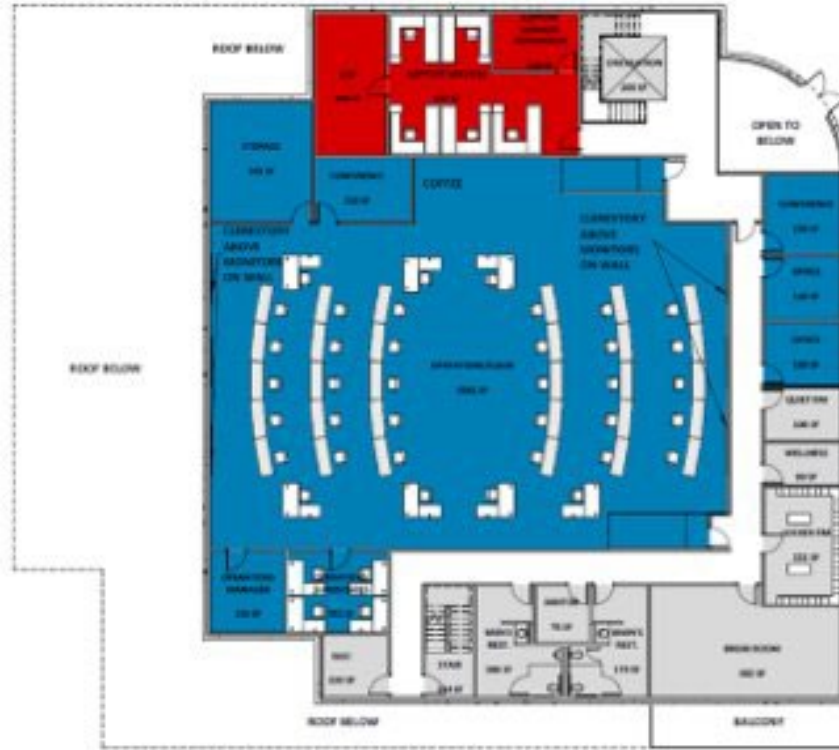
Future Facility

ADDISON

First Floor



Second Floor



Parking



Trash Pickup

Recommended Funding Plan

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

- Issuance of \$3.4 million in Certificates of Obligation to fund Addison's portion of the \$20 million facility.
- Level annual debt service of approximately \$270,000 per year for 20 years at an estimated interest rate of 5%.
- The plan of ownership would generate the following cost changes from leasing:
 - Approximately \$72,000 increase in annual cost in years 1-15
 - Approximately \$55,000 decrease in annual cost in years 16-20
 - Approximately \$325,000 decrease in annual cost in years 21-30

NTECC Board Recommendation

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

Based on the cost factor and the need to provide for the permanent future of NTECC, the NTECC Board of Directors has recommended building a new facility.

What's next:

- Board selects architect by December 2024
- Board selects contractor by October 2025
- Construction begins in October 2025
- Begin providing Public Safety Communications Services in October 2028
- Vacate current facility in April 2029

Questions

City Council (FY24)

7. b.

Meeting Date: 01/23/2024

Department: Development Services

AGENDA CAPTION:

Present and discuss the Town's Sign Ordinance as it relates to Political Signage.

BACKGROUND:

The purpose of this work session is to provide an overview of the Town's existing political sign regulations. Political signs are defined as “*any type of nonpremises sign which refers only to the issues or candidates involved in a political election, or which contains primarily a political message.*”

Political sign regulations vary depending upon the location, either private property or public property. All political signs may be erected without a sign permit, fee, or inspection. Regardless of the sign type, no sign may create any safety hazards or obstruct any necessary emergency services. Since these signs do not require a permit, Town staff enforce the requirements via sign patrols and complaints. The Town does not regulate the content of political signs.

Political sign regulations can be found within [Section 62.247](#) of the Town’s Code of Ordinances. The existing political sign regulations were adopted in 2019 via [Ordinance No. O19-30](#).

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation: Political Signs

Political Sign Work Session

January 23, 2024

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

ADDISON

Political Sign Regulations

- Definition: Political Sign
 - *Any type of nonpremises sign which refers only to the issues or candidates involved in a political election, or which contains primarily a political message.*
- Political signs are categorized as Temporary Signs in Section 62.247 of the Addison Sign Ordinance.
- Political signs do not require a permit, inspection, or fee.



Political Sign Regulations – Private Property

Location Standards:

- On private property with owner consent
- Single-family properties within front or side yards –
 - Minimum 3 feet from back of curb or behind sidewalk
 - Signs may not obstruct sidewalks

Dimensional Standards:

- Maximum 36 square feet
- Maximum 8 feet in height

Miscellaneous Standards:

- Cannot be illuminated
- Cannot have moving elements
- Installed during active voting periods

Political Sign Regulations – Public Property

Location Standards:

- Within designated area at active polling location

Dimensional Standards:

- Maximum 1.5 feet tall & 2 feet wide
- Maximum 3 square feet

Miscellaneous Standards:

- Maximum of 2 signs per item on ballot
- Cannot be illuminated
- Cannot have moving elements
- Installed during active voting periods



Sign Enforcement

- Illegal signs are identified by –
 - Town staff patrols during the week and on weekends
 - FixIt App complaints
- Impounded signs can be recovered within 15 days for fee (applies to all sign types) –
 - 12 square feet or less: \$20.00
 - Greater than 12 square feet: \$25.00
 - When feasible, staff issues warnings to individuals before assessing fees
- Other sign considerations –
 - Cannot create traffic hazard
 - Cannot obstruct emergency services



Questions?

City Council (FY24)

7. c.

Meeting Date: 01/23/2024

Department: Finance

Pillars: Gold Standard in Financial Health

Milestones: Continue development and implementation of the Long-Term Financial Plan

AGENDA CAPTION:

Present and discuss Senior Property Tax Exemptions.

BACKGROUND:

As directed during the FY 2024 budget workshop, staff will discuss the Senior Property Tax Exemption in Addison and provide information related to comparison cities and other cities in Dallas County.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Senior Exemption

Senior Tax Exemption

ADDISON

Current Town Tax Exemption Structure

- Homestead exemption of 20% of the appraised property value
- Senior Exemption of \$50,000
- Disabled Person Exemption of \$60,000
- Each applies to an individual property cumulatively to reduce the taxable value
- Example:
 - Appraised Value = \$400,000
 - Homestead Exemption = $\$400,000 \times 20\% = \$80,000$
 - \$400,000 Appraised Property Value
 - \$80,000 Homestead Exemption
 - \$50,000 Senior Exemption
 - \$60,000 Disabled Person Exemption
 - \$210,000 Taxable Value

Comparator City Exemptions

Taxing Entity	2023 Exemptions		
	Optional Hmstd	Age 65 or older	Disabled Person
Addison	20.0%	50,000	60,000
Allen	5.0%	50,000	25,000
Carrollton	20.0%	87,000	87,000
Coppell	5.0%	100,000	100,000
Farmers Branch	20.0%	100,000	100,000
Flower Mound	12.5%	150,000	150,000
Frisco	15.0%	80,000	80,000
Grapevine	20.0%	60,000	10,000
Irving	20.0%	50,000	50,000
Lewisville	0.0%	60,000	20,000
McKinney	0.0%	85,000	85,000
Plano	20.0%	40,000	40,000
Richardson	0.0%	130,000	130,000
University Park	20.0%	502,000	502,000

Senior Exemption Comparison

Average Senior Exemption				
	Excludes University Park	% Difference	Including University Park	% Difference
Dallas County	51,547	-3.0%	66,077	-24.4%
Comparator Cities	82,667	-39.5%	114,923	-56.5%

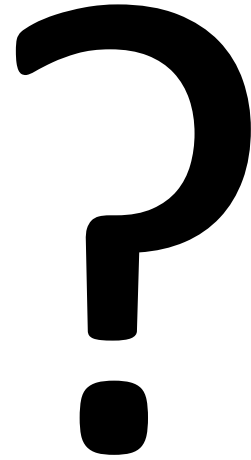
The Senior Exemption for University Park is \$502,000, all other cities range between \$10,000 and \$150,000

Taxable Value/Revenue Reallocation

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

Additional Exemption	Taxable Value Loss	Revenue Reallocation	Savings Per Senior Exemption	Tax Rate Impact
10,000	7,830,000	47,749	60.90	0.000803
20,000	15,660,000	95,498	121.64	0.001607
30,000	23,490,000	143,247	182.22	0.002410
40,000	31,320,000	190,996	242.64	0.003213
50,000	39,150,000	238,745	302.90	0.004016
60,000	46,980,000	286,494	363.00	0.004820
70,000	54,810,000	334,243	422.94	0.005623
80,000	62,640,000	381,993	482.72	0.006426
90,000	70,470,000	429,742	542.33	0.007229
100,000	78,300,000	477,491	601.79	0.008033

- To change the Senior Exemption amount an ordinance of the Town Council must be adopted
- Due to the timing to make this change effective for tax year 2024 (fiscal year 2025) and include the change in all notices to taxpayers this ordinance would need to be adopted by the second meeting of February
- The fully executed ordinance then must be delivered to the Dallas Central Appraisal District no later than March 4th so the exemption change will be reflected in notices that are delivered to property owners after April 15th



City Council (FY24)

2. a.

Meeting Date: 01/23/2024

Department: City Manager

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: 01/23/2024

Department: City Manager

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: 01/23/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the January 9, 2024 City Council Meeting.

BACKGROUND:

The minutes for the January 9, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes from January 9, 2024 City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 9, 2024

**Addison Conference Centre
15650 Addison Road, Addison, TX 75001
6:30 PM Work Session -Acacia Room
7:30 PM Regular Meeting – Buckthorn & Sycamore Rooms**

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

WORK SESSION

The Addison City Council will convene the Work Session in the Acacia Room at 6:30pm

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

Mayor Arfsten called the meeting to order in the Acacia Room at 6:30 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.*

Two citizens requested to address the City Council on an item not included in the Agenda.

- Patricia Hahn, 3772 Waterford: Public Safety salary.
- Barbara Nicholas, 4092 Juliard Drive: Greenhill utility pole placement.

3. **Council Member Clarification Requests Regarding Consent Agenda Items.**

4. **Council Questions and Answers**

5. **Work Session Reports**

- a. **Present and discuss Public Works and Engineering Department operations and project updates.** *[Public Works & Engineering Director Shannon Hicks]*

An update of key Public Works and Engineering Department operations, capital improvement

projects, and bond projects for the Fiscal Year 2024.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:30 PM in the Addison Conference Centre Council Chambers - Buckthorn/Sycamore Rooms.

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

Mayor Arfsten led the Pledge of Allegiance to the United States and Texas Flags.

2. **Proclamations / Presentations**

Mayor Arfsten - Presentation in recognition of retiring members of an Addison Commission or Board:

- **Planning & Zoning Commission**
 - Robert "Bob" Catalani
 - Juli Branson
- **Board of Zoning Adjustment**
 - Gary Krupin
 - Ed Copeland

a. **City Manager's Announcements.**

b. **Employee Recognition.**

- Public Works & Engineering Department: Director Shannon Hicks introduced Assistant Director – Juan Gutierrez
- City Manager David Gaines introduced Human Resources Director Ashley Wake

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.*

No requests to address the City Council.

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 November 14, 2023 City Council Meeting.**

b. **Consider action on the Minutes from the December 12, 2023 City Council Meeting.**

c. **Resolution No. R24-001: Consider action on a Resolution approving a First Amended**

City Manager Employment Agreement providing for amendments to Articles III and VI of the Agreement; authorizing the mayor to execute the Agreement; and providing for an effective date.

- d. **Resolution No. R24-002: Consider action on a Resolution authorizing Valencia Garcia to serve as the Interim City Secretary.**
- e. **Resolution No. R24-003: Consider action on a Resolution approving the exercise of the first one-year renewal option of the agreement for professional services with Garver, LLC executed in FY23 for on-call professional consulting services for airport capital projects and authorizing the City Manager to execute the renewal for FY24 in an amount not to exceed \$150,000 and optionally to execute renewals in subsequent fiscal years (FY25, FY26, and FY27) in amounts not to exceed that which is included in the airport operating budget approved by City Council for those respective fiscal years.**
- f. **Resolution No. R24-004: Consider action on a Resolution approving a professional services agreement between the Town of Addison and RLC Controls, Inc. for SCADA (Supervisory Control and Data Acquisition) system upgrades and authorizing the City Manager to execute the agreement in an amount not to exceed \$198,750.**
- g. **Resolution No. R24-005: Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Stantec for Water and Wastewater Master Plan Updates and authorizing the City Manager to execute the agreement in an amount not to exceed \$208,461.**
- h. **Resolution No. R24-006: Consider action on a Resolution approving a contract agreement between the Town of Addison and Machine Valve and Automation LLC for construction services for the Kellway Lift Station Control Panel Upgrades Project and authorizing the City Manager to execute the agreement in an amount not to exceed \$64,515.**
- i. **Resolution No. R24-007: Consider action on a Resolution approving a Professional Services Agreement between the Town of Addison and RJN Group for sanitary flow monitoring and authorizing the City Manager to execute the agreement in an amount not to exceed \$63,340.**
- j. **Resolution No. R24-008: Consider action on a Resolution approving an agreement between the Town of Addison and Fuquay Inc. for Manhole Rehabilitation Services and authorizing the City Manager to execute the agreement in an amount not to exceed \$60,000.**
- k. **Consider action on Change Order #1 for the Fiscal Year 2024 (FY24) to the contract with Jim Bowman Construction Company LP (Bowman) for concrete and asphalt repairs and authorize the City Manager to execute the Change Order in an amount not to exceed \$300,000.**

1. Consider action on a Resolution for an Advanced Funding Agreement for Highway Safety Improvement Off System (AFA CSJ 0918-47-441) between the Texas Department of Transportation and the Town of Addison regarding traffic signal improvements at Belt Line Road and Business Avenue and authorize the City Manager to execute the agreement.

Mayor Arfsten called for any requests to remove any item(s) from the §4 - CONSENT AGENDA to discuss separately. Deputy Mayor Pro-Tempore Quintanilla requested that §6 - CONSENT AGENDA (l) be discussed separately. Mayor Arfsten called for a motion for approval.

MOTION: Council Member Willesen to approve §4 - CONSENT AGENDA (a) through (k) as presented. Council Member Craig seconded the motion. Motion carried unanimously.

* * * **CONSENT AGENDA (1)** * * *

1. Resolution No. R24-009: Consider action on a Resolution for an Advanced Funding Agreement for Highway Safety Improvement Off System (AFA CSJ 0918-47-441) between the Texas Department of Transportation and the Town of Addison regarding traffic signal improvements at Belt Line Road and Business Avenue and authorize the City Manager to execute the agreement.

Deputy Mayor Pro-Tempore Quintanilla expressed his appreciation and thanks to Staff for pursuing this funding.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve §4 CONSENT AGENDA (l) – Advanced Funding Agreement for Highway Safety Improvement Off System with Texas Department of Transportation. Council Member Gardner seconded the motion. Motion carried unanimously.

5. Items for Individual Consideration.

- a. Ordinance No. O24-1(E), 1(S), 1(V): Consider action on an Ordinance calling and ordering the May 4, 2024 General Election. [City Secretary Irma Parker]

A general election is conducted each May to elect representatives to the Addison City Council as necessary. The attached Ordinances (English, Spanish, and Vietnamese) establish the procedures for the May 4, 2024 General Election in accordance with state law and the Town's Home Rule Charter. The election is called to elect three (3) City Council Members.

The first day to file for a place on the May ballot is Wednesday, January 17, 2024. The last day to file is Friday, February 16, 2024.

The Town will enter into a Joint Election Contract with the Dallas County Election Department for the May 4, 2024 General Election. Early Voting begins on April 22 and ends on April 30, 2024. The Addison Conference Centre Lobby will serve as our Early Voting and Election Day Voting location. All election procedures remain the same as in previous years.

Should the election be uncontested and unnecessary; the Town will have the opportunity to cancel the election in accordance with the Election Code.

MOTION: Council Member Willesen moved to approve Ordinance No. 24-1(E), (S) and (V) calling and ordering the May 4, 2024 General Election. Mayor Pro-Tempore Resnik seconded the motion. Motion carried unanimously.

- b. Resolution No. R24-010: Consider action on a Resolution casting Addison's vote for Michael Hurtt to serve as the fourth member of the Board of Directors of the Dallas Central Appraisal District. [City Secretary Irma Parker]

At the December 12, 2023 Council Meeting, the City Council approved Resolution No. R23-110, casting their vote for Mr. Michael Hurtt as their selection for re-appointment as the Suburban Cities Representative to the Dallas Central Appraisal District (DCAD). Mr. Hurtt currently serves in that position and had expressed interest in serving for the 2024-2026 term.

On December 22, 2023, Cheryl Jordan, Director of Community Relations for DCAD, advised that the Suburban Cities Election will require a runoff since there was not a candidate who received 16 votes (the majority of the 30 votes eligible). A runoff election is necessary between the top two finishers. Votes were cast as shown below:

Candidate	Votes Cast
Michael Hurtt	11
Brett Franks	4
Terry Lynn	3
Carrie Gordon	2
Mark Jones	1
Steve Nichols	1
TOTAL VOTES CAST	22

A Resolution including the names of Michael Hurtt and Brett Franks was presented for action.

MOTION: Mayor Arfsten moved to approve Resolution No. R24-010 casting Addison's vote for Michael Hurtt to serve as the fourth member of the Board of Directors of the Dallas Central Appraisal District. Council Member Willesen seconded the motion. Motion carried unanimously.

- c. Resolution No. R24-011: Consider action on a Resolution regarding a proposal from Matrix Consulting Agreement for a Police and Fire Department staffing study. [Deputy City Manager Ashley Shroyer]

In today's world, public safety involves more than just having enough staff. This study will consider the needs of both departments in terms of career development, leadership, support for organizational health and wellness, and assistance for the community. The requirements for public safety are changing, community expectations are evolving, and financial constraints highlight the importance of exploring different ways to deliver services and provide community support. The

Town of Addison wants to thoroughly examine its public safety services and receive suggestions on how to meet the expected needs of a growing and evolving diverse community. This assessment will specifically look at the current and future staffing requirements for the police and fire departments.

Matrix will perform the following:

- **Information Gathering.** Important to the success of the project are the methods that we will use to collect, analyze, and present information to formulate findings and develop and assure acceptance of recommendations.
- **Interviews.** Interviews are a staple of our consulting approach. In this study, we will interview the appropriate individuals managing and carrying out the work in the Police and Fire Departments to understand their service needs and expectations.
- **Data Analysis and Performance Metrics.** The Matrix Consulting Group uses “best management practices” against which to assess the services provided in the Town. This approach would be useful in this study to assess the current approaches to service delivery.
- **An Inclusive Stakeholder-Oriented Approach.** Stakeholder involvement is a critical component of this study. We propose to conduct individual interviews with Police and Fire Department managers and supervisors, and many line staff.
- **Project Management.** Project management techniques include defining work, schedules and budgets in advance and working closely with the Town to ensure the successful implementation of our proposed project approach and maintaining the schedule. These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget.

The final report will take approximately 5 months and will include:

- An **executive summary**, which includes an overview of the process used to conduct the study, key results, and a comprehensive list of all recommendations made in the report.
- **Analysis of staffing** resources, operations, and deployment for all Police and Fire Department functions, which includes:
 - Analysis of current police and fire field workloads and staffing needs.
 - Shift configuration and assignment optimization and alternatives.
 - Deployment and staffing needs for specialized resources.
 - Investigative workloads, specialization, and case management practices.
 - Prevention and training opportunities for improvement.
 - Administrative staffing and functionality.
- **Analysis of projected staffing** on a position-by-position basis for a 20-year planning period. The staffing analysis will be tied to analysis and projections of facility needs for both departments.
- **Implementation plans for each recommendation.**

The cost to conduct the Police and Fire Department Staffing Study is a fixed price of \$117,880. The cost breakdown by department is \$64,300 for Police and \$53,580 for Fire.

MOTION: Council Member Gardner moved to approve Resolution No. R24-011 with Matrix Consulting Agreement to conduct Police and Fire Department staffing study. Mayor Pro-Tempore

Resnik seconded the motion. Motion carried unanimously.

- d. **Resolution No. R24-012: Consider action on a Resolution approving an agreement with Kimley-Horn Associates, Inc. for professional engineering services to perform a feasibility study to review options for providing a pedestrian and bicycle crossing along Belt Line Road over Dallas North Tollway and authorizing the City Manager to execute the agreement for an amount not to exceed \$156,000.** [Assistant Park Director Joe Pack]

The City-Wide Trails Master Plan (CWTMP) was adopted by Council on May 25, 2021. The CWTMP's Chapter 5, Priority Projects, identifies the Dallas North Tollway (DNT) as presenting the greatest obstacle to providing safe and convenient active transportation access between west and east Addison. Under the subsection, Local Connectivity, page 85 specifically addresses Tollway Crossings. It states, "*The Dallas North Tollway is the most challenging barrier to walking and biking in Addison.*" This section outlines the Belt Line Road Overpass and suggests that "*a shared use-path should be improved along the south side of the overpass of the Tollway along Belt Line Road. The shared-use path should be situated between the southernmost eastbound travel lane and the turnaround lane on the south side of the overpass.*" Additionally, Section F, Site Conditions of the 2019 Park, Recreation, and Open Space Master Plan (PROS) illustrates the recommendation to provide enhanced pedestrian paths on the north and south sides of Belt Line Road from Marsh Lane to White Rock Creek. The enhanced paths would connect the westernmost limits of Addison with the easternmost limits of Addison along Belt Line Road, therefore closing the pedestrian and bicycle gap over the DNT.

Addison, west of the DNT is experiencing tremendous growth with Addison Airport, the Transit Oriented Development (TOD), DART Silver Line, Cotton Belt Trail, Quorum Art Walk, and the potential for future redevelopment of Addison Circle Park. Likewise, Addison east of the DNT is seeing substantial redevelopment in Village on the Parkway and Prestonwood Place, while Town Hall Square, Winnwood and Celestial Parks are popular destinations in east Addison. The main purpose of the subject project is to provide safety and comfort for bicyclists and pedestrians crossing the DNT while reducing barriers and providing access to major destinations in west and east Addison. A secondary goal of the project is to create a landmark that identifies Addison and is visible from the main lanes of the DNT. The North Central Texas Council of Governments and the Texas Department of Transportation fully support and provide funding opportunities for active transportation projects using similar criteria as stated above. This study would provide information necessary for a grant application.

The existing conditions on the south side of Belt Line Road as it crosses the DNT are inadequate to accommodate a pedestrian and bicycle connection that meets the established criteria for this type of project. One of the considerations of this study will be to explore extending the Belt Line Bridge to the south to make room for an enhanced crossing.

This project consists of conceptual design and feasibility study related to intersection, pedestrian, and bicycle crossing improvements along Belt Line Road between the DNT Northbound Frontage Road and Southbound Frontage Road to provide a future pedestrian and bicycle-use crossing. According to terms of this agreement, Kimley-Horn Associates will prepare a pedestrian

crossing feasibility study to include Project Management and Administration, Structural Analysis, Roadway Analysis, Preliminary Conceptual Design, and Final Conceptual Design. Final Concept 3D Renderings will also be included to better communicate the concept to the Council, city management, staff, and residents. Kimley-Horn Associates was selected for this project due to their direct involvement with a similar project in Plano to provide a canopied walkway and bike path located over the Dallas North Tollway on Legacy Drive, while connecting the Shops at Legacy to Legacy West. Plano municipal staff applied for grant funding with the North Central Council of Governments and received an award by using similar criteria to the Belt Line Road project. Kimley Horn is an approved vendor for Professional Services for Various Projects under RFQ 17-180.

Funding for this project was included in the FY23/24 Budget.

MOTION: Deputy Mayor Pro-Tempore Quintanilla moved to approve Resolution No. R24-12 an agreement with Kimley-Horn Associates, Inc. for professional engineering services to perform a feasibility study to review options for providing a pedestrian and bicycle crossing along Belt Line Road over Dallas North Tollway. Mayor Pro-Tempore Resnik seconded the motion. Motion carried 6-1 with Council Member Willesen voting against.

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.*

Adjourn Meeting.

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:25 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Irma G. Parker, City Secretary

City Council (FY24)

4. b.

Meeting Date: 01/23/2024

Department: Economic Development

Pillars: Innovation in Entrepreneurship & Business

AGENDA CAPTION:

POSTPONED Consider action on a Resolution approving a Professional Services Agreement (PSA) between the Town of Addison and Harvest MXD for commercial real estate brokerage services and authorizing the City Manager to execute the agreement in an amount not to exceed \$120,000 per year.

BACKGROUND:

In September 2020, Chris Harden and Maureen Cooper, then representatives of Cushman and Wakefield, were appointed as the Commercial Real Estate (CRE) brokers for the Town of Addison's Transit-Oriented Development (TOD) project at Addison Circle. Their leadership was pivotal in guiding the Town through the Request for Proposals (RFP) process in April 2021, which included the marketing of the site and the creation of marketing materials.

The RFP process culminated in the Town's selection of AMLI and Stream as co-developers, and Harden and Cooper played instrumental roles in the negotiations of the initial Memorandum of Understanding (MOU) with the developers in April 2022. However, due to challenging market conditions caused by inflation and rising interest rates, the project experienced a stall.

In early 2023, both Cooper and Harden departed from Cushman & Wakefield but continued their representation of the Town through Harvest MXD, a newly established company founded by Harden. By the summer of 2023, Stream Realty Partners withdrew from the project, citing the "continued deterioration of the capital markets," particularly impacting new office development.

Following an extensive search, Harden and Cooper successfully secured Quadrant Investment Properties to step in as the new office developer, revitalizing the project's momentum.

CONTRACT AND FEE STRUCTURE:

Continued Agreement: The Town seeks to continue its agreement with Harvest XD, represented by Harden and Cooper.

Fee Structure: The agreement includes a consulting fee not-to-exceed \$120,000.00 per year, excluding the success fee as detailed in the Agreement.

Annual Renewals: Execution of annual renewals of this agreement is proposed for subsequent fiscal years.

Back Payment Approval: Approval of back payment to Harvest XD for services rendered from January 2023 to December 2023.

NEXT STEPS:

The Town will continue its close collaboration with Chris Harden, Maureen Cooper, and Quadrant Investment Properties to ensure the success of the Transit-Oriented Development project at Addison Circle. This includes maintaining a vigilant approach to monitoring market conditions and making necessary adjustments to the project strategy as required to adapt to changing economic landscapes.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Harvest MXD Professional Services Agreement

Harvest MXD - Professional Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HARVEST MXD FOR SERVICES ON THE ADDISON CIRCLE TRANSIT ORIENTED DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TO APPROVE AND EXECUTE RENEWALS AND PAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Harvest MXD for professional consulting services for Addison Circle Transit Oriented Development in conformance with the City's requirements; and

WHEREAS, the City Council authorizes the City Manager to approve and execute annual renewals of this agreement in subsequent fiscal years and approves back payment to Harvest MXD for services from January 2023 to December 2023.

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

SECTION 1. The City Council hereby approves the professional services agreement between the Town of Addison and Harvest MXD for professional consulting services for Addison Circle Transit Oriented Development in conformance with the City's requirements and in an amount not-to-exceed of \$120,000.00 per year for consulting fees, excluding the success fee as set forth in the Agreement.

SECTION 2. The City Council hereby authorizes the City Manager to execute any optional renewals for this agreement in subsequent fiscal years in amounts not to exceed that which is included in the operating budget, as amended and approved by City Council for those respective fiscal years.

SECTION 3. The payment for \$120,000 for services provided by Harvest MXD to the Town from January 2023-December 2023 is hereby approved.

SECTION 4. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the _____ day of _____ **2024.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

City Secretary
Town of Addison
Resolution No. _____

**PROFESSIONAL SERVICES AGREEMENT
THE ADDISON CIRCLE AREA TRANSIT ORIENTED DEVELOPMENT PROJECT**

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to services on the Transit Oriented Development (“Project”), as set forth in the Scope of Services attached hereto as **Exhibits “A” and “B”** and incorporated herein by reference (the “Scope of Services”). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Professional completes the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional’s Obligations

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

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

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

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies it becomes aware of in the services. To the extent practicable, Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibits A and B**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

(g) Inspection of Records. Professional grants City and its designees the right to audit, examine or inspect, at City's election, all of Professional's Records (defined below) relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Professional's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Professional agrees to retain Professional's Records for a minimum of one (1) year following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Professional's Records" shall include any and all information, materials and data of every kind and character generated in connection with the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Professional's Records during regular business hours unless City has provided advance written notice of an alternate time. Professional agrees to allow City and its designees access to all of Professional's Records, Professional's facilities, and the current or former employees of Professional, to the extent deemed reasonably necessary by City or its designee(s), to perform such audit, inspection or examination.

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

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in an efficient, timely, and professional manner.

In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee as a result of such delay unless mutually agreed to by the parties.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have promptly made written request upon City for such extension within reasonable amount of time after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose.

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

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Professional to be confidential and the exclusive property of Professional. Notwithstanding the foregoing, Professional acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Professional has not notified

City of such designation in conformance with this section. Professional agrees and covenants to protect any and all proprietary rights of City (or other persons) in any materials provided to Professional by City. Additionally, any materials provided to Professional by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement if instructed to do so by City. In the event City delivers to Professional any information that has been expressly marked "Confidential" or has notified Professional is confidential or is the proprietary information of a third-party, Professional agrees it shall not disclose to anyone during the term of this Agreement or at any time thereafter, any such information, nor shall it use any such information for any purpose other than as reasonably necessary in connection with Professional's performance of the services under this Agreement. Professional shall further, at its own expense, defend all suits or proceedings instituted against City and pay any award of damages or loss resulting from an injunction, against City, insofar as the same are based on any claim that materials or services provided under this Agreement constitute an infringement of any patent, trade secret, trademark, copyright or other intellectual property rights. Notwithstanding, the foregoing confidentiality obligations shall not extend to and nothing herein shall limit either party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving party or its personnel; (ii) was or becomes available to the receiving party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving party without the use of any confidential information of the disclosing party; or (iv) is required to be disclosed by applicable law or a court order.

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibits A and B**. The monthly consulting fees shall be assessed at \$10,000 (TEN THOUSAND DOLLARS) per month through the execution of Phase 1 Definitive Agreements. The total compensation for consulting fees under this Agreement shall not exceed \$120,000.00 (ONE HUNDRED TWENTY THOUSAND DOLLARS) per year, excluding any success fee and marketing expenses as set forth in the Exhibits attached hereto. The parties acknowledge that the Project consists of several individual components and milestones that Professional will perform only those services specified in City's written notice(s) to proceed. City is not obligated to proceed with any specific component or milestone under this Agreement.

(b) Payment Terms. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in conformance with the fee schedule set forth in **Exhibit A and B**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City's receipt and acceptance of an approved invoice.

(c) Deductions. City may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

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

Default by Professional. In addition to default under Section 7(a) above, Professional shall be in default under this Agreement if Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Professional's performance of the services, including the quality or character of the services or time of performance for any material component of the services.

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

Section 8. Termination

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

(b) Termination by City. City shall be entitled to terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Professional. Professional will be entitled to receive compensation for work performed up to the date of termination.

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

Section 9. Insurance

Professional shall during the term hereof maintain in full force and effect professional liability and errors and omissions insurance of one million dollars (\$1,000,000) single limit. Professional's obligation

to provide acceptable certificates of insurance is a material condition precedent to this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City.

Section 10. Indemnification; Notice.

PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM THIRD PARTY CLAIMS TO THE EXTENT ARISING FROM PROFESSIONAL'S NEGLIGENT ACTS, ERRORS OR OMISSIONS AND SHALL SECURE, PAY FOR AND MAINTAIN IN FORCE DURING THE TERM OF THIS AGREEMENT SUFFICIENT ERRORS AND OMISSIONS INSURANCE IN THE AMOUNT OF ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) SINGLE LIMIT, WITH CERTIFICATES EVIDENCING SUCH COVERAGE TO BE PROVIDED TO TOWN.

TO THE FULLEST EXTENT ALLOWED BY LAW, PROFESSIONAL AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LOSSES, DAMAGES, LIABILITIES, COST AND/OR ANY REASONABLE EXPENSE OF EVERY KIND AND NATURE (INCLUDING, BUT NOT LIMITED TO COURT COST, REASONABLE LITIGATION EXPENSE AND REASONABLE ATTORNEYS FEES) ARISING FROM THIRD-PARTY INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY (WHETHER REAL, PERSONAL OR INCHOATE), TO THE EXTENT ARISING OUT OF PROFESSIONAL'S NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT.

IN NO EVENT DOES THE CITY REQUIRE OR PROFESSIONAL AGREE TO INDEMNIFY OR HOLD HARMLESS THE CITY FOR CLAIMS OR LIABILITY RESULTING FROM NEGLIGENT ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES (PROVIDED, THAT SUCH NEGLIGENCE OR WILLFUL MISCONDUCT HAS BEEN DETERMINED TO BE ATTRIBUTED TO CITY OR OTHER THIRD-PARTY BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice.

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

prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Verifications by Professional

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

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

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

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (d) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:

For Professional:

TOWN OF ADDISON, TEXAS

HARVEST MXD INC.

By: _____

David Gaines
City Manager

By: _____

Chris Harden
President

Date: _____

Date: _____

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75501
E: dgaines@addisontx.gov

Notice Address:

Harvest MXD Inc.
Attn: Chris Harden, President
1000 Ballpark Way suite 310
Arlington, Texas 76011
E: chris@havestmxd.com

EXHIBITS

TO

**PROFESSIONAL SERVICES
AGREEMENT WITH
HARVEST MXD
FOR**

**THE ADDISON CIRCLE AREA TRANSIT ORIENTED DEVELOPMENT
PROJECT**

Harvest MXD
1000 Ballpark Way, Suite 310
Arlington, TX 76011
www.harvestmx.com

January 12, 2024

Wayne Emerson
Town of Addison,
Addison, TX

Regarding: Harvest MXD Inc. ("HMXD") advising Town of Addison ("TOA") in providing real estate consulting services and execution per RFP #20-103.

Dear Mr. Emerson,

This letter outlines the proposed compensation for continuation of services described in RFP #20-103. The entire project team that was previously engaged with Cushman & Wakefield ("C&W") are no longer associated with C&W and have been authorized by C&W to continue providing services to TOA under the previous engagement. As such, these services and compensation structures will be further defined in a mutually acceptable agreement between the TOA and HMXD (the "Agreement").

This compensation agreement covers all parcels listed on Exhibit A attached herein (the "Property") and Scope of Work listed on Exhibit B attached herein (the "SOW").

Additionally, to align interests with the TOA, HMXD's proposed compensation will consist of multiple components to effectuate the Project. Each compensation component is tied to a specific goal and objective stated by the TOA and are intended to drive maximum value for the TOA. Our understanding of value for the TOA is initial land value for a Sale, Ground Lease, PPP JV, or other structure which places a quantifiable value on the Property. Other value components may include maximizing ad valorem tax value which is driven by the quality of construction and income generated by the Project. Additionally, value may be created through maximizing DART Silverline ridership, DART bus ridership, hotel, and retail sales tax revenue.

MONTHLY CONSULTING FEE

A Consulting Fee of \$120,000 to be invoiced for work accrued to date (i.e. for the year 2023). A Consulting Fee of \$10,000 per month will be invoiced beginning January 2024 through the execution of Phase 1 Definitive Agreements between TOA and AMLI/QIP. If a new marketing process is required to find another Master Developer, HMXD will perform all work required at the same monthly rate of \$10,000 per month.

SUCCESS FEE

HMXD will be paid a Success Fee at Groundbreaking based on a percentage of the Value Created, which is the difference between the Certified Construction Cost ("CCC") of the Project and the Baseline Improvement Value (the "BIV") for the Project (CCC – BIV = Value Created). The CCC represents the Improvement Value of the Project and is to be certified by the Developer once they have come to an agreement of the Construction Costs for the Project with their contractor. The Success Fee calculation excludes Land Value.

The BIV is calculated assuming a 100% multifamily project using a residential density factor of **60** dwelling units per acre (du/ac) on the number of acres contemplated in the Transaction Execution and a cost per unit of

\$200,000. The maximum BIV is **\$216,000,000** which assumes **1,080** multifamily units on **18** acres of land. The formula will be adjusted to the specific acreage of land contemplated in the Transaction Execution. For example: if the land area in the Transaction Execution is 6.75 acres, then the calculated BIV will be \$81,000,000 (6.75 acres x 60 du/ac x \$200,000 per unit). If the CCC is \$160,000,000, then the value created is \$79,000,000. The Success Fee will be **30 basis points** of the Value Created. In the prior example the Success Fee paid would be \$237,000 (30 basis points x \$79,000,000). The Success Fee is to be paid within thirty (30) days of the later of receiving the CCC from the Developer or of the groundbreaking on the applicable, incremental development components of the Project.

MARKETING EXPENSES

If a replacement Master Developer is required, a marketing budget will be established in consultation with TOA. This budget will be used for signage, aerial and ground photography, printing materials, renderings, and other marketing related costs. The Marketing Expenses will be paid by HMXD and reimbursed by the TOA upon Termination of the Agreement.

The Harvest MXD team is excited to continue representing the Town of Addison for this assignment and we look forward to executing the Definitive Agreements!

Sincerely,



Chris Harden
President & CEO

Cc: Maureen Cooper, Castlegregory CRE

EXHIBIT A

Parcel #	Account Number	Owner	Description	Land Size (AC)	Land Size (SF)	Year Built	Improvement Size (SF)	Improved Tax Value (Total)	Land Tax Value (Total)	Tax Value (Total)	Improvement Tax Value (PSF)	Land Tax Value (PSF)
1	10000909360000000	Town of Addison	Park south of Festival Way (West)	0.3271	14,250		0		\$171,000	\$171,000	\$0.00	\$12.00
2	10000909357000000	Town of Addison	Park south of Festival Way (West)	0.2181	9,500		0		\$114,000	\$114,000	\$0.00	\$12.00
3	10000909354000000	Town of Addison	Park south of Festival Way (West)	0.4362	19,000		0		\$228,000	\$228,000	\$0.00	\$12.00
4	10000909351000000	Town of Addison	Park south of Festival Way (West)	0.2181	9,500		0		\$114,000	\$114,000	\$0.00	\$12.00
5	10000909372000000	Town of Addison	Park south of Festival Way (West)	0.3271	14,250		0		\$171,000	\$171,000	\$0.00	\$12.00
6	10000909369000000	Town of Addison	Park south of Festival Way (West)	0.3271	14,250		0		\$171,000	\$171,000	\$0.00	\$12.00
7	10000909366000000	Town of Addison	Park south of Festival Way (West)	0.2181	9,500		0		\$114,000	\$114,000	\$0.00	\$12.00
8	10000909363000000	Town of Addison	Park south of Festival Way (West)	0.3271	14,250		0		\$171,000	\$171,000	\$0.00	\$12.00
9	10000909387000000	Town of Addison	Park south of Festival Way (Central)	0.3271	14,250		0		\$171,000	\$171,000	\$0.00	\$12.00
10	10000909384000000	Town of Addison	Park south of Festival Way (Central)	0.2181	9,500		0		\$114,000	\$114,000	\$0.00	\$12.00
11	10000909375000000	Town of Addison	Park south of Festival Way (Central)	0.9279	40,419		0		\$485,030	\$485,030	\$0.00	\$12.00
				3.8721	168,669				\$2,024,030	\$2,024,030		\$12.00
12	100005600F0010000	Town of Addison	Park south of Festival Way (East)	3.3070	144,053		0		\$1,728,640	\$1,728,640	\$0.00	\$12.00
13	10000909348000000	Town of Addison	Addison Village	0.2296	10,000		0		\$120,000	\$120,000	\$0.00	\$12.00
14	10000810000020000	Dallas Area Rapid Transit	Edward Baumann Clothiers Bldg	1.1560	50,355	1985	12,259	\$1,217,780	\$906,390	\$2,124,170	\$99.34	\$18.00
15	10000810000010000	Dallas Area Rapid Transit	Transit Center and Parking Lot	3.9660	172,759	1999	1,200	\$195,840	\$3,109,660	\$3,305,500	\$163.20	\$18.00
				5.1220	223,114		13,459	\$1,413,620	\$4,016,050	\$5,429,670	\$105.03	\$18.00
16	10005060000000200	Town of Addison	NWC & NEC Arapaho and Spectrum	5.6236	244,964				\$4,409,350	\$4,409,350		\$18.00
TOTAL TOWN OF ADDISON AND DART OWNED PROPERTY				18.1543	790,800		13,459	\$1,413,620	\$12,298,070	\$13,711,690	\$105.03	\$15.55

EXHIBIT B

Harvest MXD will perform the following services on behalf of the Town of Addison.

1. Strategic Planning & Project Underwriting

- a. In conjunction with Town staff, HMXD will develop a Needs Assessment/Decision Matrix that will guide the RFP, evaluation criteria and developer selection process.
- b. HMXD will provide a list of due diligence materials/information needed from Town of Addison.
- c. HMXD will prepare a market and feasibility analysis including the expected pricing, financing structure(s), and marketing strategy for the RFP.
- d. HMXD will meet with Town staff to discuss values and pricing strategy.
- e. HMXD will have discussions with adjacent property owners to determine desire to be included in master plan of the area and what desired terms makes most sense to them.

2. Create & Approve Marketing Materials

- a. HMXD will develop a detailed Request for Proposal (RFP). This document will be used to solicit the initial and formal proposals.
- b. HMXD will present to Town Staff a draft of the RFP for review and approval.
- c. HMXD will finalize the RFP based on feedback from Town staff.

3. Phase 1 Solicitation of Initial Proposals & Pre-Bid Conference

- a. HMXD will send an introductory offering brochure (1-3 pages) to qualified developers/ investors and post on public marketing channels to notify public of the offering.
- b. HMXD will contact prospective applicants; coordinate site visits; promote the offering; request return of qualifications and registration.
- c. HMXD will organize and lead a pre-bid conference with Town staff and prospective developers.

4. Initial Proposal Analysis & Phase 2 Solicitation of Formal Proposals

- a. HMXD will review and analyze all initial proposals submitted.
- b. HMXD will create a comprehensive presentation for Town staff outlining all received proposals.
- c. HMXD will make recommendations to staff for formal proposal invitees and proceed with invitations to selected groups based on Town of Addison's decision.

5. Formal Proposal Evaluation & Master Developer Selection

- a. HMXD will review and analyze all formal proposals submitted.
- b. HMXD will create a comprehensive presentation for Town staff analyzing and evaluating formal proposals received, coordinate developer interviews and upon request, will make a recommendation for the selection of the preferred master developer.
- c. HMXD will assist the Town in selecting a preferred developer.

6. Contract Negotiation & Execution

- a. HMXD and staff will determine appropriate transaction structure(s) (i.e. ground lease, outright sale, etc.) and negotiate on Town's behalf a Memorandum of Understanding.
- b. HMXD will assist Town to finalize and execute definitive agreements which may include a ground lease, a purchase and sale agreement and/or a development agreement.

City Council (FY24)

4. c.

Meeting Date: 01/23/2024

Department: Public Works

Pillars: Excellence in Asset Management

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

AGENDA CAPTION:

Consider action on a Resolution approving an agreement between the Town of Addison and Halff Associates, Inc. for White Rock Creek Drainage Basin Stormwater Infrastructure Assessment and authorizing the City Manager to execute the agreement in an amount not to exceed \$216,000.

BACKGROUND:

The purpose of this item is to approve a Professional Services Agreement (PSA) with Halff Associates, inc. for stormwater infrastructure condition assessment of the White Rock Creek drainage basin.

During the FY23-24 budget process, a recurring decision package for \$450,000 was approved to perform routine maintenance of the Town's stormwater infrastructure as well as inspect each of the eight drainage basins on an annual rotation.

This assessment will identify infrastructure that requires cleaning and/or repairs.

The scope of this PSA is generally:

- Television Inspection (CCTV) of Storm Drains
- Access Point Inspections
- Recommendations for Corrective Action
- Stormwater System Repair Summaries
- Updating of GIS to match actual field-verified assets

The White Rock Creek Basin contains approximately 31K LF of storm drains, 7 manholes, and 105 inlets.

Halff Associates was chosen for its industry expertise, excellent reputation, and proven track record with the Town. Halff completed the Stormwater Master Plan for the Town to identify Capital Improvement Projects in 2017.

The funding for these services will come out of the FY24 stormwater budget.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution - Halff

Map - Stormwater Basins

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR WHITE ROCK CREEK DRAINAGE BASIN STORMWATER INFRASTRUCTURE ASSESSMENT IN AN AMOUNT NOT TO EXCEED \$216,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Halff Associates, Inc. for the White Rock Creek Drainage Basin Stormwater Infrastructure Assessment in conformance with the City’s requirements.

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

SECTION 1. The City Council hereby approves the agreement between the Town of Addison and Halff Associates, Inc. in an amount not-to-exceed of \$216,000.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **23rd** day of **JANUARY**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

WHITE ROCK CREEK DRAINAGE BASIN STORMWATER INFRASTRUCTURE ASSESSMENT

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

RECITALS

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

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

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

Section 1. Scope of Services

Upon written notice to proceed by City, Professional agrees to provide to City White Rock Creek Drainage Basin Stormwater Infrastructure Assessment ("Project"), as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Professional shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Professional performs the services required herein and the City has accepted the same, unless sooner terminated as provided in this Agreement.

Section 3. Professional's Obligations

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

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

(c) Standard of Care. Professional shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

(d) Additional Services. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services in accordance with the fee schedule set forth in **Exhibit A**, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(e) No Waiver of City's Rights. Neither City's review, approval, acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Professional shall be and remain liable to City in accordance with applicable law for all damages to City caused by Professional's negligent performance of any of the services furnished under this Agreement.

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

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

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

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

Section 4. Performance Schedule

(a) Time for Performance. Professional shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. In the event Professional's performance of this Agreement is delayed or interfered with by acts of the City or others, Professional may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure as defined herein below), shall be claimed or made to Professional, unless Professional shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Professional have agreed in writing upon the allowance of additional time to be made.

Section 5. Documents

(a) Project Documents. All proposals, reports, studies, surveys, applications, drawings, plans, specifications, data, and other documents, whether in draft form or final form (including any electronic format) prepared by Professional and its employees, consultants, subcontractors, agents, or representatives (collectively referred to in this section as "Professional) for the use and/or benefit of City in connection with this Agreement ("Project Documents"). Professional shall be deemed the authors of their respective component of the Project Documents. Notwithstanding, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the Professional) in and to all Project Documents, whether in draft form or final form, which are produced at City's request and in furtherance of this Agreement. City shall have full authority to authorize any contractor(s), subcontractors, consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the services or for any other purpose. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional for the accuracy or competency of its designs, working drawings, specifications, or other documents; nor shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings and specifications, or any other documents prepared by Professional.

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

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

Section 6. Payment

(a) **Compensation.** Professional’s compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed TWO HUNDRED AND SIXTEEN THOUSAND DOLLARS (\$216,000.00).

(b) **Payment Terms.** City agrees to pay Professional for all services authorized in writing and properly performed by Professional in general conformance with the fee schedule set forth in **Exhibit A**, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed in writing, all payments to Professional by City shall be based on detailed monthly invoices submitted by Professional for work performed and accepted by City, less any previous payments. Payment will be due within thirty (30) days of the City’s receipt and acceptance of an approved invoice. Notwithstanding the foregoing, City reserves the right to delay, without penalty, any payment to Professional when, in the opinion of City, Professional has not made satisfactory progress on the Project as described in the Scope of Services.

(c) **Deductions.** City, following written notice to Professional and affording Professional reasonable time and opportunity to investigate, refute or cure, may deduct from any amounts due or to become due to Professional any sum or sums owing by Professional to City. In the event of any breach by Professional of any provision or obligation of this Agreement, or in the event of the assertion by other

parties of any claim or lien against City, or City's premises, arising out of Professional's performance of this Agreement, City, following written notice to Professional and affording Professional reasonable time and opportunity to investigate, refute or cure, shall have the right to retain out of any payments due or to become due to Professional an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 7. Default; Force Majeure

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

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

- (i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or
- (ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

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

eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Section 8. Termination; Suspension

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY

TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice.

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

Section 12. Verifications by Professional

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

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

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

(c) pursuant to Texas Government Code Chapter 2251, that Professional's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 13. Miscellaneous

(a) Professional shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Professional shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:


For Professional:

TOWN OF ADDISON, TEXAS

HALFF ASSOCIATES, INC.

By: _____

David Gaines
City Manager

By:  _____

Matt Stahl
AI/Infrastructure Management Team Leader

Date: _____

01-11-2024
Date: _____

Notice Address:

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

Notice Address:

Halff Associates, Inc.
Attn: Matt Stahl, AI/Infrastructure Management
Team Leader
2601 Meacham Blvd, Suite 600
Fort Worth, TX 76137
E: mstahl@halff.com

EXHIBIT “A”
SCOPE OF SERVICES

(attached)



FY24 White Rock Creek Drainage Basin Stormwater Infrastructure Assessment

Background

The Town of Addison Public Works and Engineering Services prepared a stormwater system maintenance plan in 2023 to extend the life of the system assets and to provide for long-term operation and a high level of service to customers. The Town is seeking assistance for continued implementation of the stormwater maintenance plan in FY24.

The FY24 White Rock Creek Drainage Basin Stormwater Infrastructure Assessment project will perform field condition assessment, post-processing, and evaluation of stormwater assets in the White Rock Creek Basin. The White Rock Creek Basin contains approximately 31K LF of storm drains, 7 manholes, 105 inlets, and 1 headwall. Halff (Consultant) will coordinate with an inspection sub-contractor and manage field data collection efforts and data delivery, QA/QC review, linear referencing services to GIS database format, detailed corrective action recommendations with opinion of probable costs (OPC) for high-priority assets, and standardized scoring and prioritization of the stormwater assets that are inspected.

Details of the scope, budget, and schedule of work for this project are provided below.

Scope, Budget, and Schedule

BUDGET

The total budget for the FY24 task order is \$216,000. Budget detail by Task is provided in the Budget table (Attachment A).

SCHEDULE

This work will be completed during FY24. Schedule detail by Task is provided in the Schedule table (Attachment B).

SCOPE

Task 1 – Project Management

- Coordinate and attend monthly progress update meetings with the Town of Addison staff. Document meeting minutes, action items, and attendees. Provide these items to attendees.
- Manage project budget and billing.
- Deliverables:
 - o Meeting minutes delivered after meetings
 - o Progress report updated and delivered with monthly billing

Task 2 – Storm Drain CCTV Inspections

- Television Inspection (CCTV) of storm drains:



- Based on overall priority for the program, White Rock Creek Basin (approximately 31K LF) is the next priority area identified by the Town.
- Segments as requested by the Town throughout the contract duration (approximately 2K LF) with specific locations to be identified at a later date.
- A maximum of 33K LF of CCTV inspection is expected with the assigned budget.
- This task will provide for management of recommended pipe inspections that are approved by the Town. CCTV contractor will be able to dedicate a crew to conduct these inspections. Halff will manage the pipe inspections, to include: field mobilization and mapping coordination, field coordination, data receipt, data QA/QC, data referencing into GIS, storm drain condition scoring ('SDCS') in GIS, preparation of GIS map service layer/database, and review and approval of CCTV contractor inspection invoices.
- Deliverables:
 - Table of QA/QC with comments
 - GIS layer/database - pipe observations
 - GIS layer/database – pipes scored per 'SDCS'
 - GIS map service to provide progress tracking during the contract duration
 - CCTV video and photos (GIS attachments accessible via map service)
 - CCTV inspection report (GIS attachments accessible via map service)

Task 3 – Access Point Inspections

- Topside Inspection of access points:
 - Approximately 115 access points (manholes, inlets, and headwalls) will be inspected in the White Rock Creek Basin using a 'Level 1', topside inspection approach. 'Level 2' MACP inspections with full-descent will not be performed.
 - 'Level 1' topside inspections will include an XYZ coordinate for the cover, area and downward photos, 360 degree photo within the structure, depth measurement, measurement of incoming and outgoing pipes diameters, and a pole-camera inspection with standardized scoring of the access point.
 - Additional access points (approximately 10) as requested by the Town may be inspected throughout the contract duration with specific locations to be identified at a later date.
 - A maximum of 125 topside inspections of access points are expected with the assigned budget.
- This task will provide for management of the access point inspections that are approved by the Town. Halff inspection crews will perform these inspections. Halff to manage the access point inspections, which will include: field mobilization and mapping coordination, field coordination, data receipt, data QA/QC, data referencing into GIS, access point condition scoring ('MHCS') in GIS, and preparation of GIS map service layer/database.
- Deliverables:
 - Table of QA/QC with comments
 - GIS layer/database – access point observations
 - GIS layer/database – access point scored per 'MHCS'
 - GIS map service to provide progress tracking during the contract duration
 - Access point photos (GIS attachments accessible via map service)
 - Access point inspection report (GIS attachments accessible via map service)



Task 4 – Recommendations for Corrective Action

- Perform detailed evaluation of FY24 storm drain and access point inspection data and make recommendations for corrective actions (both structural and operations & maintenance or 'O&M'). The emphasis for detailed evaluation will typically be the inspected storm drains with PACP grade of 3 or higher. All inspected point assets (manholes, inlets, headwalls) will be reviewed in detail. Populate the 'Recommendations Tracking' GIS layer for the pipes and access points that fit these criteria.
- Assumptions for planning-level opinion of probable cost (OPC) will be submitted to the Town for approval. Consultant will use the approved assumptions to prepare an OPC for each corrective action, to include both structural and O&M corrective actions.
- Consultant will present the high priority recommendations to the Town staff and seek Town approval to proceed with development of the stormwater system repair summaries (Task 5).
- Consultant will provide public outreach support as part of this task. The Consultant will provide a brief video summary of the project as well as a project summary writeup that the Town may submit to seek project awards or recognition through industry organizations.
- Deliverables:
 - o GIS layer/database - pipes evaluated and recommended for corrective action
 - o GIS layer/database – access points evaluated and recommended for corrective action
 - o GIS map service to provide progress tracking during the contract duration
 - o Brief summary video of the project and brief summary writeup of the project activities and accomplishments

Task 5 – Stormwater System Repair Summaries

- Prepare a 1-page summary sheet for each approved repair project using a standard reporting format with planning-level cost estimates for each location. Create summaries for the most severe storm drain repair sites that are identified and prioritized for construction in upcoming projects, including utility intrusions and point repairs. Up to 20 repair summaries will be prepared.
- Attach the summary as PDF to the GIS layer/database for the proposed storm drain repairs, which will contain specific corrective action recommendations in the GIS layer attribute table, as a reference for users of the dataset.
- Update the 'Recommendations Tracking' layer with the planning level cost estimate and tracking labels to indicate that the summary deliverable(s) have been prepared and attached in GIS.
- Deliverables:
 - o 1-page summary sheets with budgetary cost estimate (1 per project approved by Town staff)
 - o Attachment of summary sheet to Recommendations Tracking GIS layer/database

Task 6 – Precision Locates



- This task will gather accurate point coordinates (XY) for the specific sites recommended for high-priority repairs. The CCTV contractor will use “sonde” precision locator technology with the CCTV crawler. Halff or Contractor will GPS locate the topside markers and transfer into GIS.
- Deliverables:
 - o Site maps of recommended projects for CCTV contractor to precision locate and mark repair sites above ground
 - o Summary table from CCTV contractor listing each site and a description of precision locate mark
 - o Field photos from CCTV contractor showing each precision locate mark
 - o Summary table from Halff listing each site, a description of precision locate mark, and the GPS coordinates of the precision locate mark
 - o GIS layer/database - point for each precision locate mark
 - o GIS map service to provide progress tracking during the contract duration

Task 7 – Data Coordination and Updates

- This task will provide support for data requests and exchanges during the contract duration. The Consultant will provide a formal data request at the beginning of the project as well as data coordination involving updates based on field data activities and verification. The Consultant will deliver many of the previous task results and deliverables in a GIS format and/or as a map service.
- Deliverables:
 - o Formal data request
 - o Data updates for asset location and attributes
 - o GIS data deliverable coordination and exchange – layers/services described in the various tasks

Additional Services

The Consultant can provide the following additional services at the Town’s request:

- Storm Drain Construction Designs and Bidding Documents
- Subsurface Utility Engineering (SUE) Services
- Risk-Based Prioritization Services
- As-built Planset Digitizing

ATTACHMENT A – BUDGET

FY24

Budget per Phase to be set as shown below

TASK ORDER

UPDATED

2024-01-10

No.	Phase	Task Fee (Not To Exceed)	Percentage of Total Fee	Comment/Assumptions
1	Project Management	\$4,000	2%	
2	Storm Drain Inspections	\$115,000	53%	31K LF of CCTV planned
3	Access Point Inspections	\$45,000	21%	125 inspections planned
4	Recommendations for Corrective Action	\$30,000	14%	Public outreach support with this task
5	Stormwater Repair Summaries	\$12,000	6%	20 repair summaries planned
6	Precision Locates	\$3,000	1%	12 sonde locates planned
7	Data Coordination and Updates	\$7,000	3%	
TOTAL*		\$216,000	100%	

ATTACHMENT B - SCHEDULE BY TASK

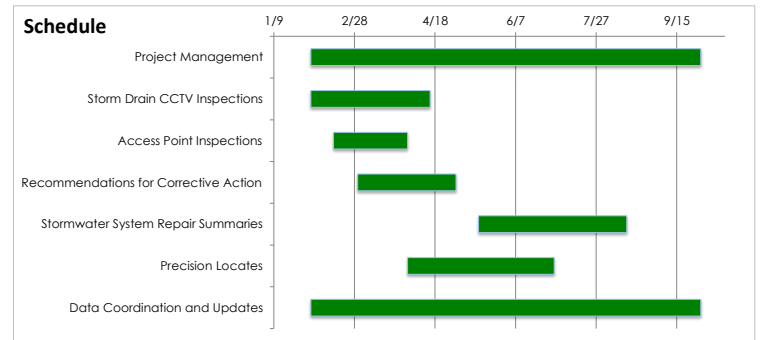
P.O. NUMBER XXXXX

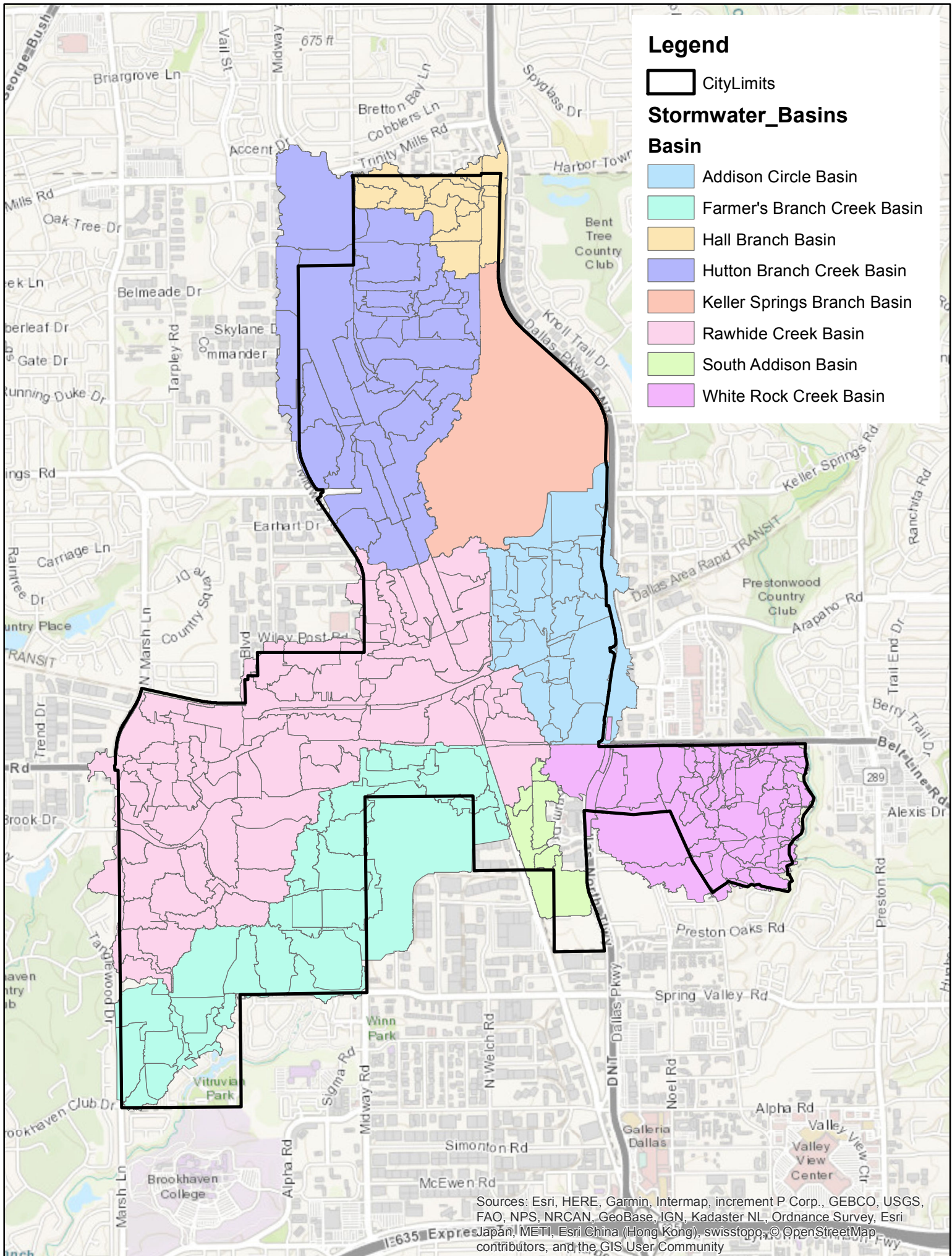


PROJECT NAME	FY24 White Rock Creek Drainage Basin Stormwater Infrastructure Assessment
DATE REVISED	1/10/2024

Comments	(DATE) Text
-----------------	-------------

TASKS	ASSIGNED TO	PLANNED START	PLANNED END	ACTUAL START	ACTUAL END	DAYS	PRIORITY	STATUS	COMPLETE
Project Management	Halff	2/1/2024	9/30/2024	2/1/2024	9/30/2024	242		NOT STARTED	0%
Storm Drain CCTV Inspections	Halff	2/1/2024	4/15/2024	2/1/2024	4/15/2024	74		NOT STARTED	0%
Access Point Inspections	Halff	2/15/2024	4/1/2024	2/15/2024	4/1/2024	46		NOT STARTED	0%
Recommendations for Corrective Action	Halff	3/1/2024	5/1/2024	3/1/2024	5/1/2024	61		NOT STARTED	0%
Stormwater System Repair Summaries	Halff	5/15/2024	8/15/2024	5/15/2024	8/15/2024	92		NOT STARTED	0%
Precision Locates	Halff	4/1/2024	7/1/2024	4/1/2024	7/1/2024	91		NOT STARTED	0%
Data Coordination and Updates	Halff	2/1/2024	9/30/2024	2/1/2024	9/30/2024	242		NOT STARTED	0%
TOTAL						242			





Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

City Council (FY24)

5. a.

Meeting Date: 01/23/2024

Department: Economic Development

Pillars: Optimize the Addison Brand

Milestones: Effectively utilize and promote the Silver Line development with a first mile/last mile solution

AGENDA CAPTION:

Present, discuss and consider action on a Resolution approving a sixth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison and Co- Developers AMLI Residential and Quadrant Investment Partners for the Addison Circle Area Transit Oriented Mixed-Use Development Project and authorizing the City Manager to execute the sixth Amended and Restated MOU.

BACKGROUND:

At its April 12, 2022 meeting, 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. Five 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.

With the approval of the fifth MOU amendment in October 2023, the extension gave the Town and AMLI Residential time to identify and select a new office developer. Qualified Investment Partners (QIP) was selected to assume the role of the office co-developer. This sixth MOU amendment updates provisions related to incentives, the anticipated office, retail and residential uses, and the design of the project with the new co-developers.

RECOMMENDATION:

Administration recommends approval.

Attachments

Staff Report - TOD 6th Amended MOU

TOA Presentation - TOD MOU

Developer Presentation - TOD MOU Amendment

MOU - TOD 6th Amended

Resolution - TOD MOU Amendment

Council Meeting

Meeting Date: 01/23/24

Department: Development Services

Pillars: Optimize the Addison Brand

Milestones: Promote Silver Line Development

AGENDA CAPTION:

Present, Discuss and Consider Action on a **Resolution Approving a Sixth Amended and Restated Memorandum of Understanding (MOU) Between the Town of Addison and Developers Quadrant Investment Partners and AMLI Residential for the Addison Circle Area Transit Oriented Mixed-Use Development Project and Authorizing the City Manager to Execute the Sixth Amended and Restated MOU**

BACKGROUND:

At its April 12, 2022 meeting, City Council approved a Memorandum of Understanding (MOU) between the Town and a co-developer team of AMLI Residential and Stream Realty Partners to execute a multi-phase, transit-oriented mixed use development on Town and DART owned land in the vicinity of the future Addison Silver Line Station. 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. After Stream Realty Partners withdrew from the project, a fifth MOU amendment was approved on October 24, 2023 that gave the Town and AMLI Residential time to identify and select a new office developer.

Since approval of the fifth MOU amendment, Quadrant Investment Partners (QIP) has joined the developer team to construct the office portion of Phase I of the project, along with the associated parking garage. The overall project will include office, an indoor-outdoor restaurant/entertainment venue and multi-family units.

QIP's proposed development includes:

- Six story 163,510 square foot Class A office building with 3,000 square feet of first floor restaurant space
- 650 space parking garage, to include parking for the restaurant/entertainment venue between the office and multi-family developments

AMLI Residential's multi-family development remains unchanged, with the exception of a reduction in the number of spaces in the garage reserved for the restaurant/entertainment venue:

- 14 and 7 story high rise with 270 units and 10,000 square feet of retail space
- 7 story mid-rise podium with 412 units and 5,000 square feet of retail space

- 18,000 square foot indoor-outdoor restaurant/entertainment venue

This sixth amendment to the MOU includes the following revisions to the incentives offered by the Town:

Office Building and Parking Garage

- The Town will no longer enter into a master lease for a portion of the office building square footage. The value of the master lease has been applied to the parking garage construction costs.
- The Town will issue \$15 million in bonds to finance and construct the parking garage, which will provide parking for both the office and restaurant/entertainment area. The garage will be open to the public on nights, weekends and for special events.

Multi-Family Residential

- With the parking for the restaurant/entertainment area moved back to the office parking garage, the Town will no longer contribute \$3.4 million in bond financing for the residential parking garage. These funds will be applied to the construction of the office parking garage.

Other incentives for public infrastructure for the project and the ground lease terms and ad valorem tax grant for the residential properties remain unchanged. The Town's financial commitments to the project do not increase.

Phases II and III – These phases of the project will be built on the DART transit station property leased to the Town. Under the terms of the co-developers will have an option to also develop this property upon successful completion of Phase I.

Project Timeline – The amendment MOU extends the various deadlines for completion of zoning amendments, execution of other definitive agreements such as the ground lease with AMLI, incentive agreements with both developers, and infrastructure participation agreements. The sixth amended MOU expires on April 30, 2024.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation – Sixth Amended MOU

Resolution – Sixth Amended MOU

MOU – Sixth Amended MOU

MOU – Redline Sixth Amended MOU

**Sixth Amendment to the
Memorandum of
Understanding for
Development Around the
Addison Silver Line Station**

**City Council Meeting
January 23, 2024**

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

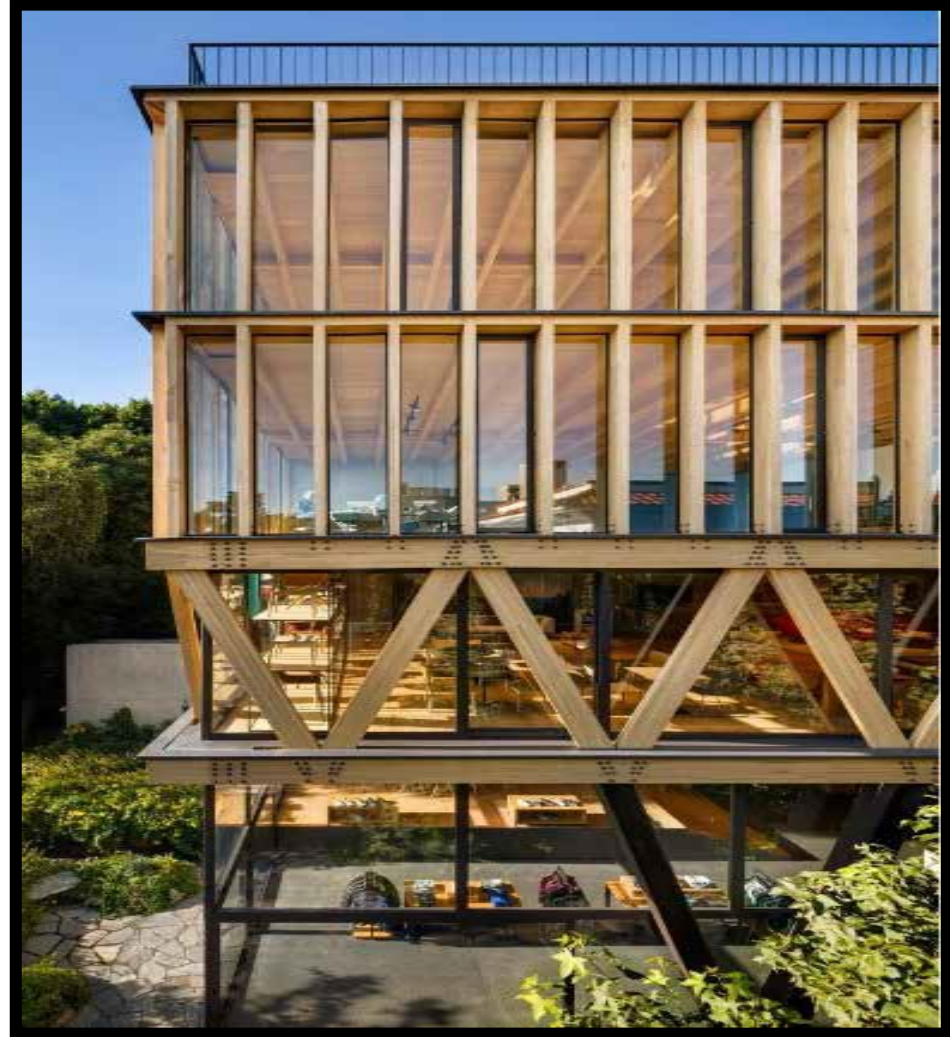
Sixth Amended Memorandum of Understanding

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

- In April 2022, the Town entered into a Memorandum of Understanding (MOU) with AMLI Residential and Stream Realty Partners as co-developers of a transit-oriented development around the future Addison Silver Line Station. The MOU addresses the public incentives, various development agreements, ground leases and minimum development standards required for the project
- Four subsequent amendments to the original MOU were approved to address changes in the project design, increased construction and financing costs, and the public-private partnership between the co-developers and the Town
- In 2023, Stream Realty Partners withdrew from the project, and a fifth MOU amendment approved in October 2023 extended the time frame to allow the Town and AMLI to identify and engage a new developer for the office portion of the project

Quadrant Investment Partners(QIP)

- New office development partner
- Dallas-based development firm
- Several office projects in the Dallas Design District



Phase I – Addison Road and Festival Way

- Six-story minimum 160,000 square foot Class A office building
- 3,000 square feet of retail space
- 650 space parking garage

Phase I – Retail/Restaurant/Entertainment – Facing Addison Circle Park

- Indoor - outdoor entertainment and dining venues oriented around a central greenspace

Phase I – Quorum Drive, Festival Way and Arapaho Road

- Two multi-family buildings
 - High rise: 14, 7 and 5 stories, 270 units and 10,000 square feet of retail space
 - Mid rise: 7 stories, 412 units with 5,000 square feet of retail space

Option to Develop – QIP and AMLI will have an option to develop Phases II and III pending successful performance of Phase I

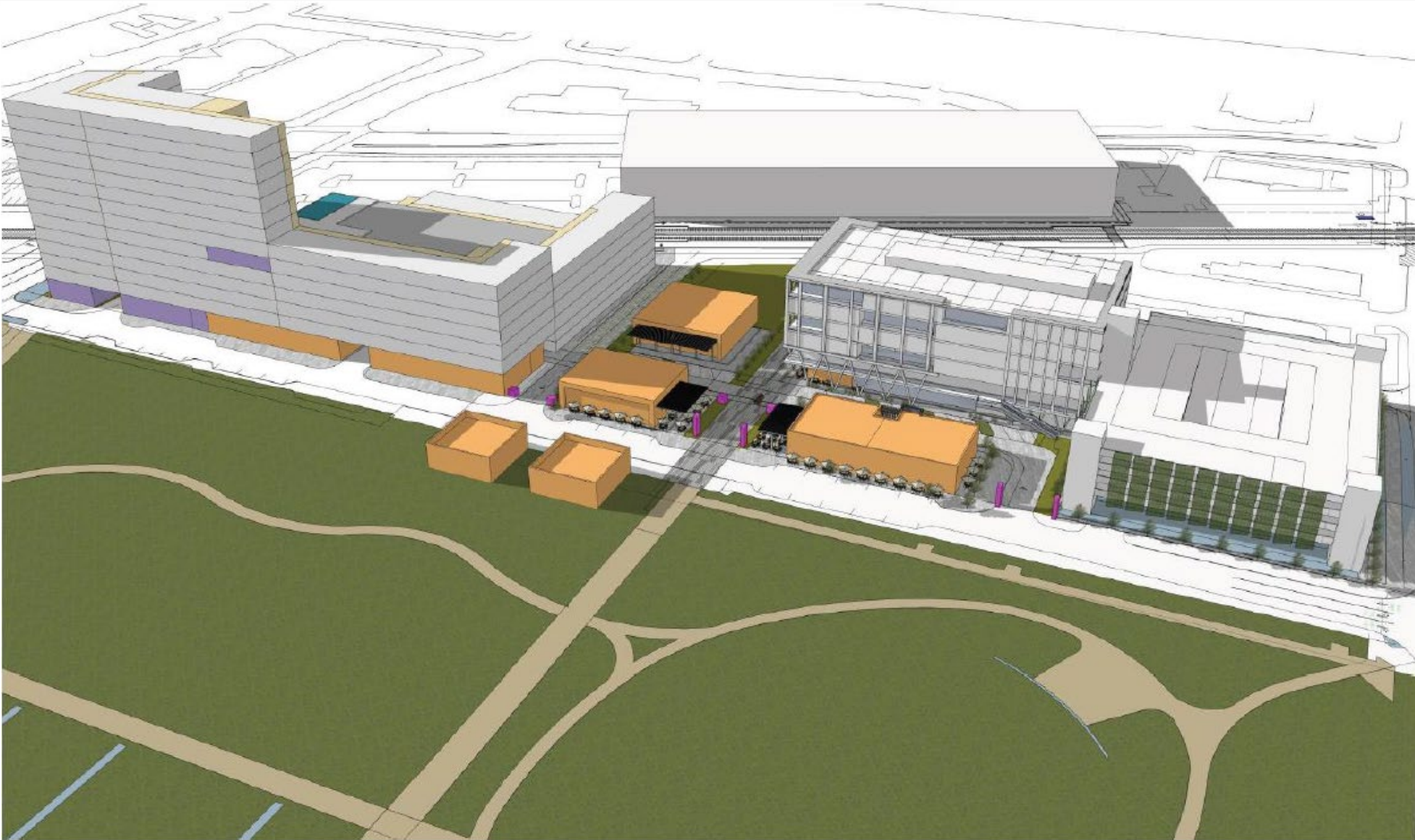
Phase II – DART Property at Quorum Drive and Arapaho Road

- Six-story 150,000 Class A office building integrated with an 850 space parking structure
- Contains structured parking for DART riders and contemplates potential reconfiguration of bus, rail and other mobility operations

Phase III – DART Property at Addison Road and Arapaho Road

- 120 room boutique hotel

Revised Phase I Plan



Changes to Phase I Plan (will require amending the PD zoning)

- **Quadrant Investment Properties (QIP) Office Building and Parking Garage**
 - Office building oriented east-west with impacts on retail/restaurant/entertainment area building layout
 - Parking spaces for retail/restaurant/entertainment node moved from AMLI's tower garage to the office parking garage
 - 650+- parking spaces in garage
- **AMLI Multi-Family Tower and Parking Garage**
 - Number of retail parking spaces in garage reduced to 50 spaces that serve first floor retail space in multi-family buildings
 - Trash and service area for retail/restaurant/entertainment still tucked under building

Sixth Amendment to the MOU – QIP

- Eliminate Town's master lease of office space and apply \$8,625,000 to the construction of the parking garage
- Town finances and constructs the parking garage with \$15 million in bonds. Office tenants may reserve and pay for parking if the public also has access under the same terms. The garage will be open to the public on nights, weekends and for special events



Sixth Amended Memorandum of Understanding

ADDISON

Sixth Amendment to MOU – AMLI

- Town eliminates \$3.4 million in bond financing for the parking garage, with relocation of the entertainment/restaurant parking to the office parking garage
- No change -- Annual ad valorem tax incentive for 6 years and \$8 million cumulatively, if needed
- Town to reimburse for multi-family off-site infrastructure costs



Town's Participation – QIP, AMLI, and Retail Node

Phase I Incentive Requests (Estimated Value)

	Initial MOU	5 th Mou	Current Proposal	Change
Office Land Contribution (2.0 acres)	\$ 2,000,000	\$ 1,700,000	\$ 1,700,000	\$ -
Office Lease Commitment (Potential Cost over 3 years)	\$ 10,350,000	\$ 8,625,000	\$ -	\$ -8,625,000
Office Parking Garage Contribution	\$ 6,000,000	\$ 4,100,000	\$ 14,991,667	\$ 10,891,667
Retail Parking Garage Contribution		\$ 3,400,000	\$ -	\$ -3,400,000
Public Infrastructure Costs (Retail Node) (If Needed)	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -
Sales Tax Rebate (Retail Node) Cap	\$ 1,500,000	\$ -	\$ -	\$ -
Permit Fee Waivers (Developers Pay \$519,576)	\$ 1,560,302	\$ 1,560,302	\$ 1,560,302	\$ -
AV Tax Grant Max (If Needed)		\$ 8,000,000	\$ 8,000,000	\$ -
Infrastructure Reimbursement*	\$ 4,400,000	\$ 9,000,000	\$ 9,000,000	\$ -
	\$ 27,310,302	\$ 37,855,302	\$ 36,751,969	\$ -1,133,333

*Current estimate of infrastructure reimbursement could range from \$5M - \$10M

Project Timeline

Phase 1

- **Revisions to PD Zoning Approved by City Council** **April 30, 2024**
- **Execution of All Definitive Agreements** **April 30, 2024**
- **AML I Submits Infrastructure Plan** **September 30, 2024**
- **AML I Submits Tower Building Permit Application** **March 30, 2025**
- **QIP/AML I Approval Deadline** **September 30, 2025**

Project Timeline (cont.)

Phase 1

- **AMLI Starts Construction on Tower and Infrastructure** **November 2025**
- **QIP Submits Office Building Permit Application** **3 Months after completion of infrastructure**
- **QIP Starts Construction on Office/Parking Garage and AMLI Retail** **6 Months after the later of completion of infrastructure or QIP/AMLI approval deadline**
- **AMLI Starts Construction on Podium** **December 20, 2026**

QUESTIONS?



ADDISON



City Council Presentation

**TOWN OF ADDISON
TRANSIT-ORIENTED
DEVELOPMENT**

ADDISON CIRCLE STATION

Prepared for The Town of Addison
January 23, 2024

Prepared by:

AMLI
RESIDENTIAL

QIP

Quadrant
Investment
Properties



THE VISION

To create an iconic, vibrant, and walkable urban community that completes the vision of Addison Circle and becomes the premier stop along the DART Silver Line.

This Mixed-Use Transit Oriented Development will come to life through art, placemaking, and sustainability. The development will act as the gateway into Addison Circle and further connect the City of Addison to the greater Dallas-Ft. Worth Metroplex via road and rail.

The architectural design will be timeless in nature. It will speak to the DNA of the existing development within Addison Circle while providing its own identity as a modern transit-oriented hub.



Quadrant Investment Properties is a vertically integrated real estate developer, providing a full-suite of real estate services for owners, investors, lenders, and occupiers of commercial and mixed-use properties.

Deal Team



Chad Cook
Founder



Colin Moore
Director



Luke Logan
Analyst

Development



Bryan Botterman
Director



Nesta Murphy
Analyst

Asset Management



David Carpenter
Director



River Edge



Thirteen Thirty Three



Market Center



QIP Overview, Philosophy and Expertise

Quadrant Investment Properties is a vertically integrated real estate developer, providing a full-suite of real estate services for owners, investors, lenders, and occupiers of commercial and mixed-use properties.

Founded in 2012, QIP creates community-focused projects through thoughtful design, proactive management, and the integration of technology. We combine these elements to deliver and manage projects that inspire markets. Our team seeks asset specific opportunities where alternative, creative solutions can be applied. We create stakeholder value through physically repositioning assets while implementing an aggressive, proactive management system.

Our team strives to be a best-in-class operator and provide the highest level of service to our clients, tenants, and investors by utilizing proven institutional best-practices in an opportunistic operational model.

Services

- Acquisitions / Investments
- Development
- Master Planning & Entitlements
- Construction Management
- Occupier / Project Management
- Property Management
- Asset Management
- Accounting
- Technology

QIP Development

The QIP Advantage

- Ownership Mentality
- Proven Track Record of Success and Excellence
- Deep Budget Savings through Design and Construction Expertise and Detailed Value Engineering Processes
- Continual Schedule and Time Savings

Developers ourselves, the QIP team treats each project as if it were our own and excels in innovative development and construction management services, employing various delivery systems from traditional contracting to fast-track design/build models. Meticulous project preparation, detailed design and budget evaluation, deep value engineering exploration and execution, and comprehensive system analysis ensure enduring project success and building operational efficiency. Tailoring resources to each project, the QIP team wields the technical skill and pre-construction expertise that profoundly influences the key factors of cost, strategy, scope, and schedule of projects.

The construction management and development of a building is perhaps one of the most challenging and rewarding areas of commercial real estate. The QIP construction management team is highly experienced and has deep relationships with local real estate consultants, contractors, and government entities that allow us to successfully overcome the hurdles that arise during development including community concerns, permitting requirements, and the technical needs of financing and building a sophisticated project.

The QIP Team is made up of some of the most active construction management and development team members on the West Coast with an extraordinary track record of success. Over the last 15 years, the QIP team has construction managed and developed over 20M SF of state-of-the art product for our Clients.

Services include

- Comprehensive Due Diligence Process
- Schedule and Budget Development
- Assembling of the Design and Construction Team
- Organization of Consultant Team
- Securing Project Financing
- Conducting Pre-Construction Activity
- Management of Budget and Schedule
- Cost Analysis and Value Engineering
- Construction Oversight
- Processing Close-Out



SELECT CONSTRUCTION MANAGEMENT EXPERIENCE

The QIP team members have an impeccable track record on building important and complicated projects for some of the top leaders and companies in the world.



Apple, Inc.
2M SF



Auberge Resorts
120K SF



Bunkhouse Hotels
103 Rooms



Cantey Hanger Office
86,300 SF



The Centrum
400K SF



Schollmaier Arena
22K SF



Disney Sound Stages
80K SF



Disney Technology
3,500 SF



Disney
GQ Space



The Godfrey
90K SF



Google
2M SF



L'Oreal
108K SF



The Mark 302
56K SF



Netflix on Vine
350K SF



Netflix
Egyptian Theatre



Netflix on Serrano
70K SF



Riot Games
400K SF



River Edge
146,956 SF



Snap, Inc.
400K SF



Sony
519K SF



Thirteen Thirty Three
125,865 SF

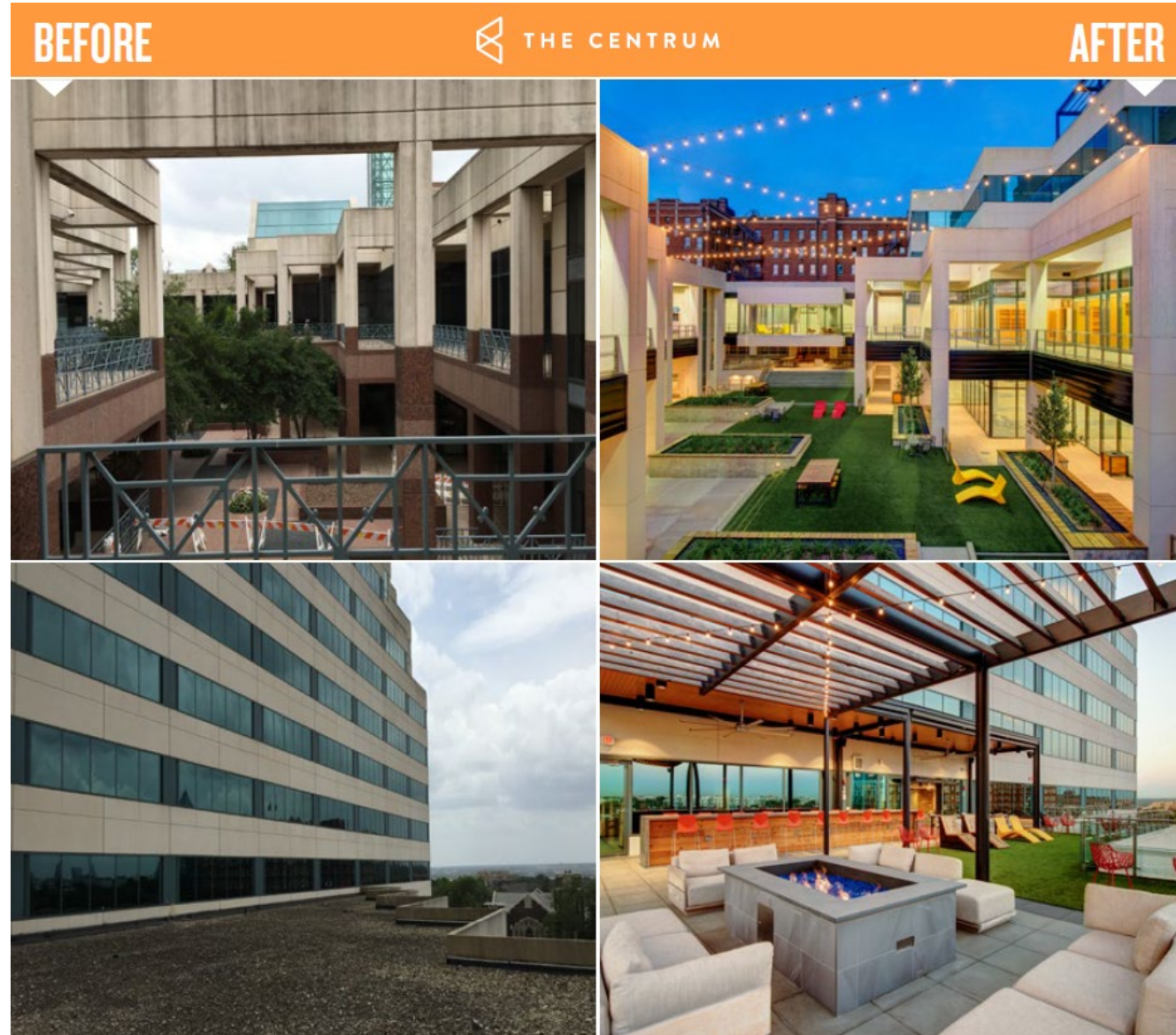


Verizon Fleet Campus
110K SF

The Centrum

Reno Budget	\$27M+
Size	Office: 336,140 SF F&B: 56,824 SF

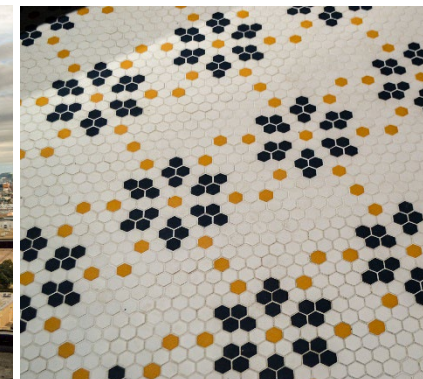
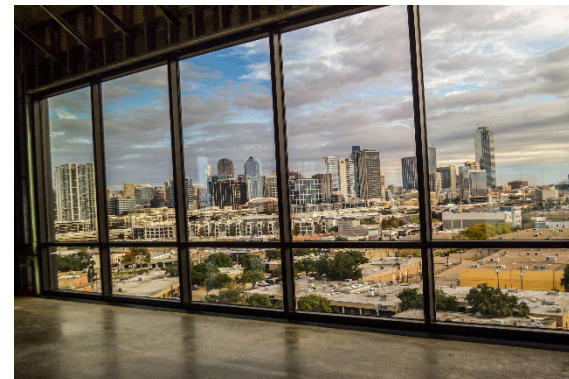
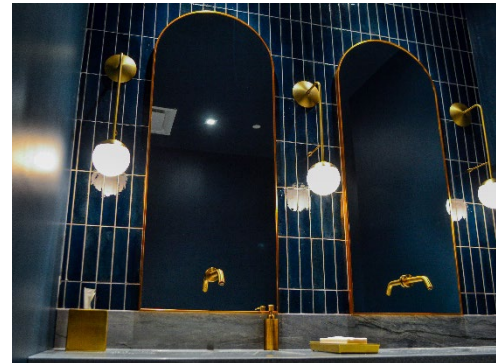
- Office redevelopment in Uptown / Turtle Creek submarket
- Repurposed central courtyard to improve tenant activation and drive a “community” type feel
- Replaced underutilized roof top with a tenant lounge roof top deck



Thirteen Thirty Three

Delivered	4Q '23
Size	Office: 122,740 SF F&B: 3,125 SF

- First office building of its kind in the heart of the design district.
- The 10-story high-rise office building is complete with best-in-class finishes, ground floor restaurant, and 8,082 SF of tenant amenities including fitness with cold plunge, 9th floor pickleball court, conference center, and lounge with unparalleled views of the Dallas skyline.

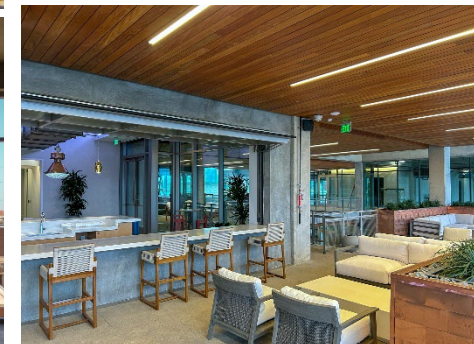
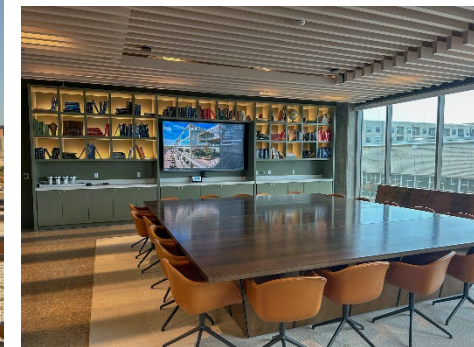
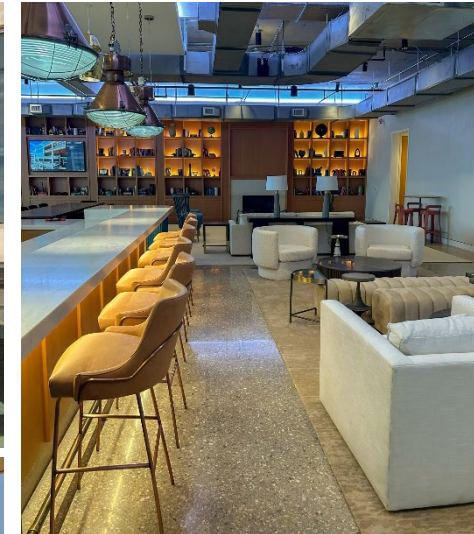
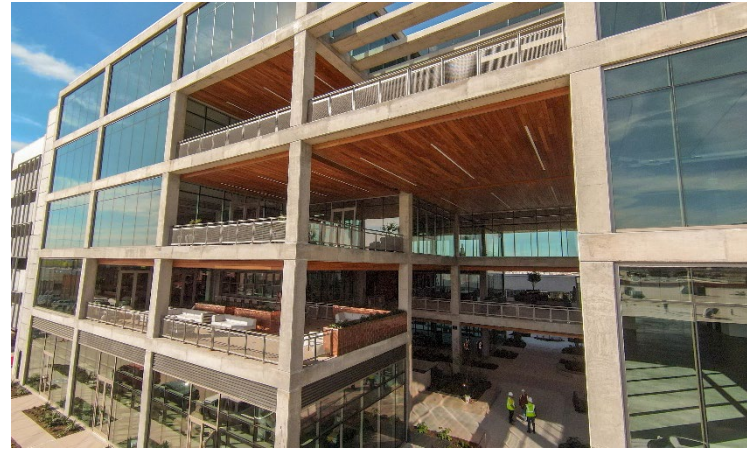




River Edge

Delivered	4Q '23
Size	Office: 146,956 SF F&B: 10,110 SF

- Architecturally designed to bring the outdoors in, featuring abundant natural light, private open-air terraces, community lounge, and common areas for year-round use.
- The 5-story office building offers tenants 3 on-site restaurants in addition to 14,013 SF of amenities including lounge, fitness, and conference center.





Taylor Bowen
President of AMLI, Development Key Contact

Mr. Bowen is President of AMLI Development Company and has been with AMLI since 1997. From 2000 to 2017, Mr. Bowen led AMLI's development activities in Texas. He received a B.S. in Civil Engineering from Southern Methodist University in 1993 where he served on the SMU Board of Trustees. Mr. Bowen received an M.S. in Real Estate Development from Columbia in 1997. He previously served on the Dallas Citiplace TIF Board, the Downtown Austin Alliance Executive Board, and the Dallas Zoning and Ordinance Committee. He is a LEED Accredited Professional.

DEVELOPMENT



Joe Bruce
Senior Vice President, Development Key Contact

Mr. Bruce is Senior Vice President - Development. Based in Dallas, he is responsible for development activities in the Texas region. Prior to joining AMLI he led developments around the nation as a developer and architect.



Robert Lapp
Vice President, Development Key Contact

Mr. Lapp is responsible for development activities in the Texas region. Prior to joining AMLI, he worked as an Acquisitions & Development Manager for JPI. He brings over 10 years of experience in investments, banking, and development.

CONSTRUCTION & SUSTAINABILITY



Ken Hitchcock
Senior Vice President, Construction Key Contact

Ken is responsible for all construction activities in Texas and Colorado. Prior to joining AMLI, he was Managing Director for Optimal Holdings Group and President of Senderro Construction Services.



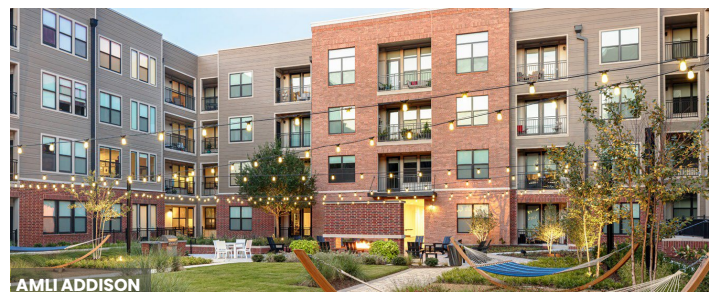
Guy Rodriguez
Senior Project Manager, Construction Key Contact

Mr. Rodriguez is responsible for new project construction in Dallas. Guy has over 30 years experience in construction experience led the AMLI Addison construction team. He moved into multifamily construction as a project superintendent for top performing owners and developers in Dallas.



Erin Hatcher
Vice President, Sustainability Key Contact

Prior to joining AMLI in 2012, Ms. Hatcher worked as a Sustainability Consultant in Chicago focusing on LEED for new construction projects.





O'BRIEN

WHO WE ARE

Everyone has a vision of what they want to create, who they aspire to be, and the legacy they will leave behind. We see it as our mission to bring clarity to that vision. We make it real through a holistic "design experience" that is open, interactive, and imaginative. To us, design is not just a process and a result. We see it as an interactive experience where the journey we take and the relationships formed are just as important as the realized project. Founded in 1974 by Jack O'Brien, O'Brien Architects is a full-service, multidisciplinary architecture, planning, and interior design firm headquartered in Dallas, Texas. The family-based firm has a long-standing reputation for its innovative design solutions with unique visioning and animation services. With more than 9,500 projects completed nationwide, O'Brien Architects serves clients in a variety of market sectors including: office, multi-family, retail, mixed-use, industrial, assisted living, healthcare, civic, and interiors.

OUR MISSION

Every project has a different DNA so we start each fresh with no preconceptions. We allow the location, the market and the stakeholders to inform the "Vision" and create the "Story", which provide the framework for a successful plan and overall design. We will work collaboratively with you to develop concepts and solutions unique to your needs, combining best-in-class practices with innovative designs. As leaders in the field, you want your space to reflect who you are and the level of high quality you are known for. We understand your project will serve many purposes, from entertaining to serving as the home base and central hub for your employees. Our design and interiors team will work with you to make sure these needs are met.



LandDesign.
CREATING PLACES
THAT MATTER.

We are a collaborative group of landscape architects, civil engineers, planners and urban designers that approaches projects with unique expertise and diverse perspectives, but with a shared goal to create places that matter.

LandDesign is a multi-disciplinary firm offering urban design, planning, landscape architecture, civil engineering and branding. Our organization of over 250 professionals is located across the nation in the firm's offices in Charlotte, NC; Washington DC; Dallas, TX; Orlando, FL; and Boulder, CO. All offices are fully-linked to foster collaborative efforts that take advantage of the firm's combined expertise and experience to meet each client's individual needs through reasoned solutions.



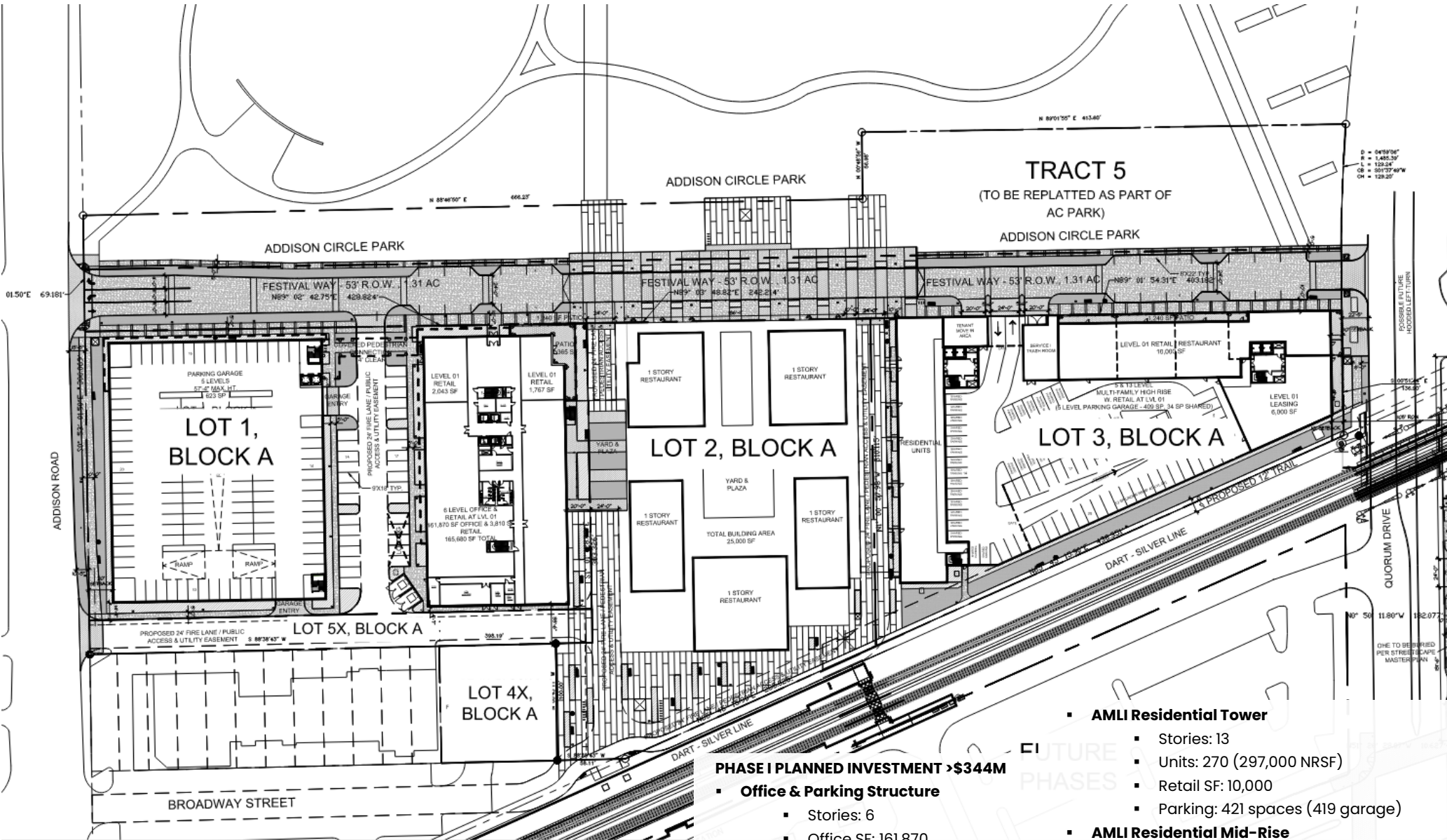
Bowman

Bowman is a trusted, multi-faceted consulting firm offering a broad range of infrastructure, environmental management, energy and real estate solutions to both public and private clients across the country. From large commercial developments, to master planned communities, to local transportation projects, Bowman delivers outstanding project results, builds long-lasting relationships and leverages the growth of our organization to serve the constantly changing needs of our clients.

All engineering services under the proposed contract will be negotiated, managed and coordinated through our office located in Dallas Texas with staff from our other offices as needed. Bowman is a full-service, multidisciplinary, professional engineering firm with 3 offices in Texas and over 780 personnel throughout 32 offices nationally. Bowman has been providing services for the planning, design, and construction of engineering projects locally and nationally since 1995. Bowman has been recognized as #154 in Engineering News-Record (ENR) top 500 Design Firms.



PRIOR CONCEPT PLAN – PHASE I



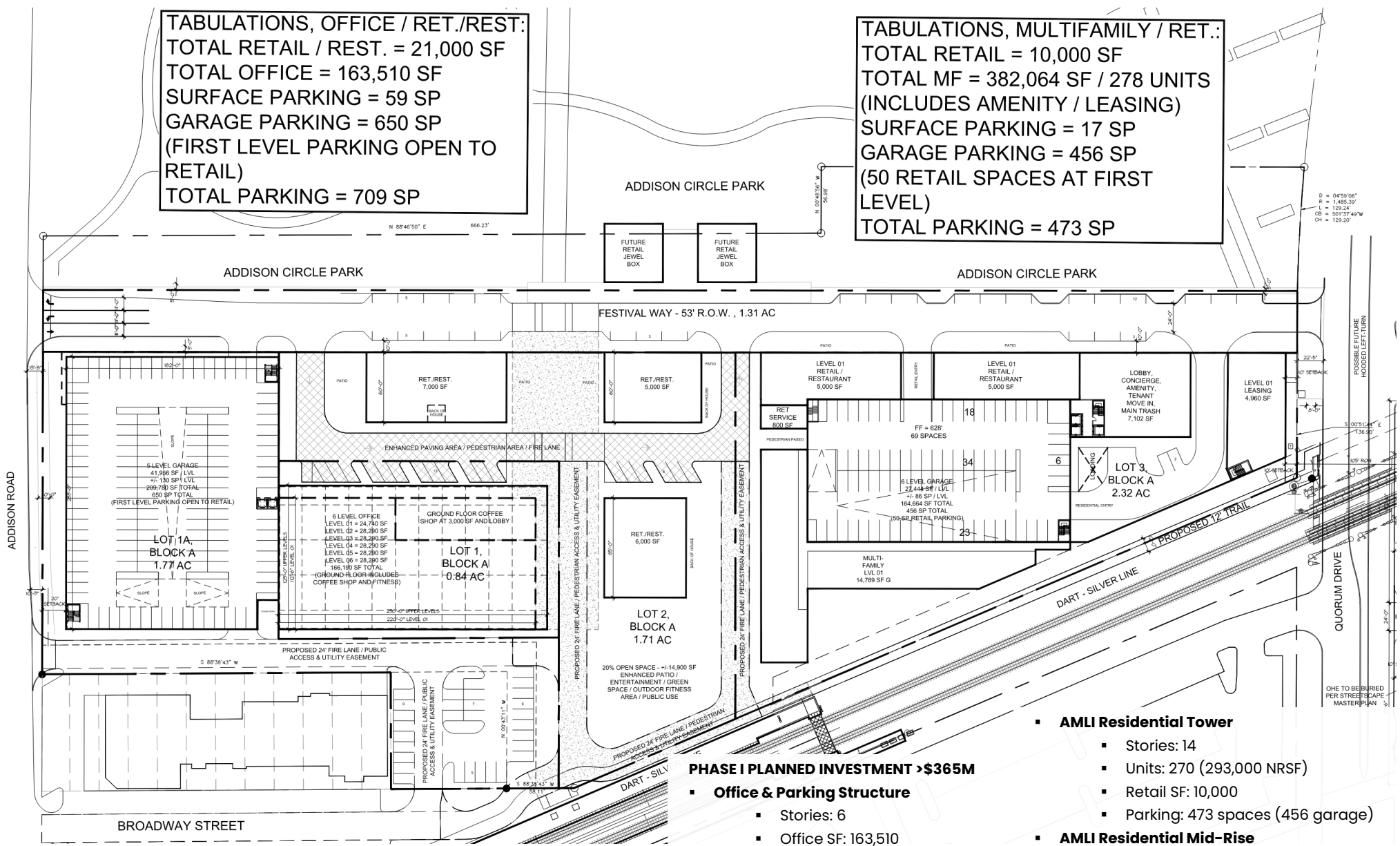
PHASE I PLANNED INVESTMENT >\$344M

- **Office & Parking Structure**
 - Stories: 6
 - Office SF: 161,870
 - Retail SF: 3,810
 - Parking: 623-space garage
- **Retail/Rest./Entertainment Node**
 - Building SF: 25,000
- **AMLI Residential Tower**
 - Stories: 13
 - Units: 270 (297,000 NRSF)
 - Retail SF: 10,000
 - Parking: 421 spaces (419 garage)
- **AMLI Residential Mid-Rise**
 - Stories: 7
 - Units: 412 (350,200 NRSF)
 - Retail SF: 5,000
 - Parking: 608 spaces (599 garage)

PROPOSED CONCEPT PLAN – PHASE I

TABULATIONS, OFFICE / RET./REST:
 TOTAL RETAIL / REST. = 21,000 SF
 TOTAL OFFICE = 163,510 SF
 SURFACE PARKING = 59 SP
 GARAGE PARKING = 650 SP
 (FIRST LEVEL PARKING OPEN TO RETAIL)
 TOTAL PARKING = 709 SP

TABULATIONS, MULTIFAMILY / RET.:
 TOTAL RETAIL = 10,000 SF
 TOTAL MF = 382,064 SF / 278 UNITS
 (INCLUDES AMENITY / LEASING)
 SURFACE PARKING = 17 SP
 GARAGE PARKING = 456 SP
 (50 RETAIL SPACES AT FIRST LEVEL)
 TOTAL PARKING = 473 SP



PHASE I PLANNED INVESTMENT >\$365M

- **Office & Parking Structure**
 - Stories: 6
 - Office SF: 163,510
 - Retail SF: 3,000
 - Parking: 650-space garage
- **Retail/Rest./Entertainment Node**
 - Building SF: 18,000
- **AML Residential Tower**
 - Stories: 14
 - Units: 270 (293,000 NRSF)
 - Retail SF: 10,000
 - Parking: 473 spaces (456 garage)
- **AML Residential Mid-Rise**
 - Stories: 7
 - Units: 412 (350,200 NRSF)
 - Retail SF: 5,000
 - Parking: 608 spaces (599 garage)

III. Addison Circle Station Concept

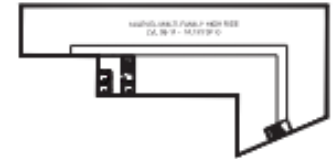


AMLI LOT 3, BLOCK A RESIDENTIAL TOWER FLOOR PLANS

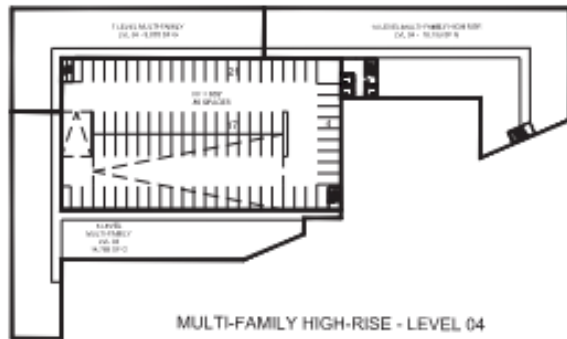
14 LEVEL MULTI-FAMILY HIGH RISE
 W. 10,000 SF RETAIL, 800 SF RET SERVICE &
 12,062 SF LEASING / MOVE IN / TRASH AT LVL 01
 2,500 SF AMENITY AT LVL 06
 14 LEVEL MF -233,489 SF G
 7 LEVEL MF - 59,268 SF G
 5 LEVEL MF - 73,945 SF G
 TOTAL MF - 366,702 SF G, 293,362 SF N, 278 UNITS
 TOTAL GROSS BUILDING AREA = 392,064 SF



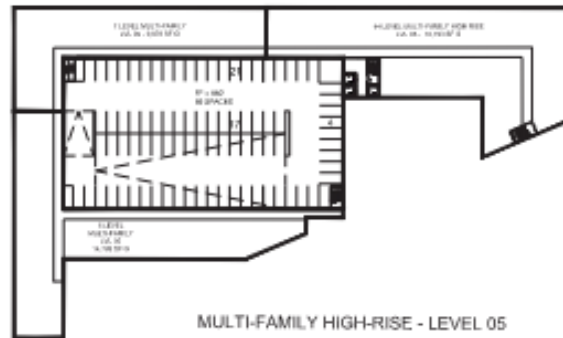
MULTI-FAMILY HIGH-RISE - LEVEL 07



MULTI-FAMILY HIGH-RISE - LEVEL 08, 09, 10, 11, 12, 13, 14



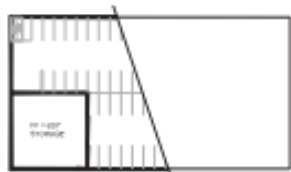
MULTI-FAMILY HIGH-RISE - LEVEL 04



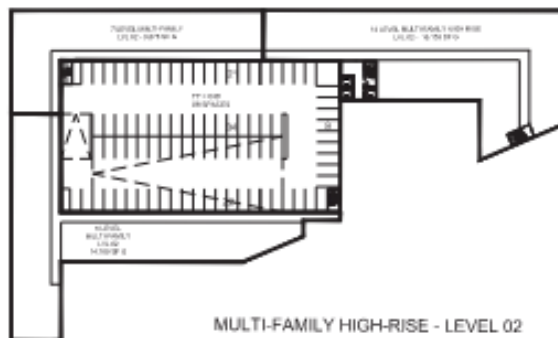
MULTI-FAMILY HIGH-RISE - LEVEL 05



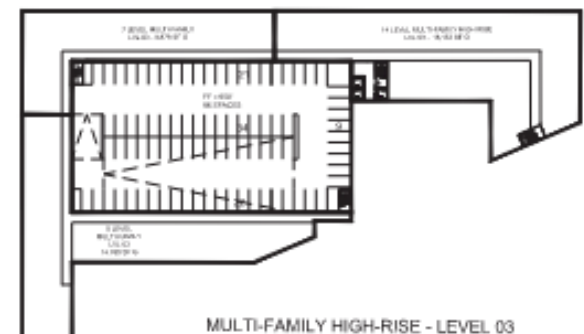
MULTI-FAMILY HIGH-RISE - LEVEL 06



STORAGE BELOW RAMP - LEVEL 1



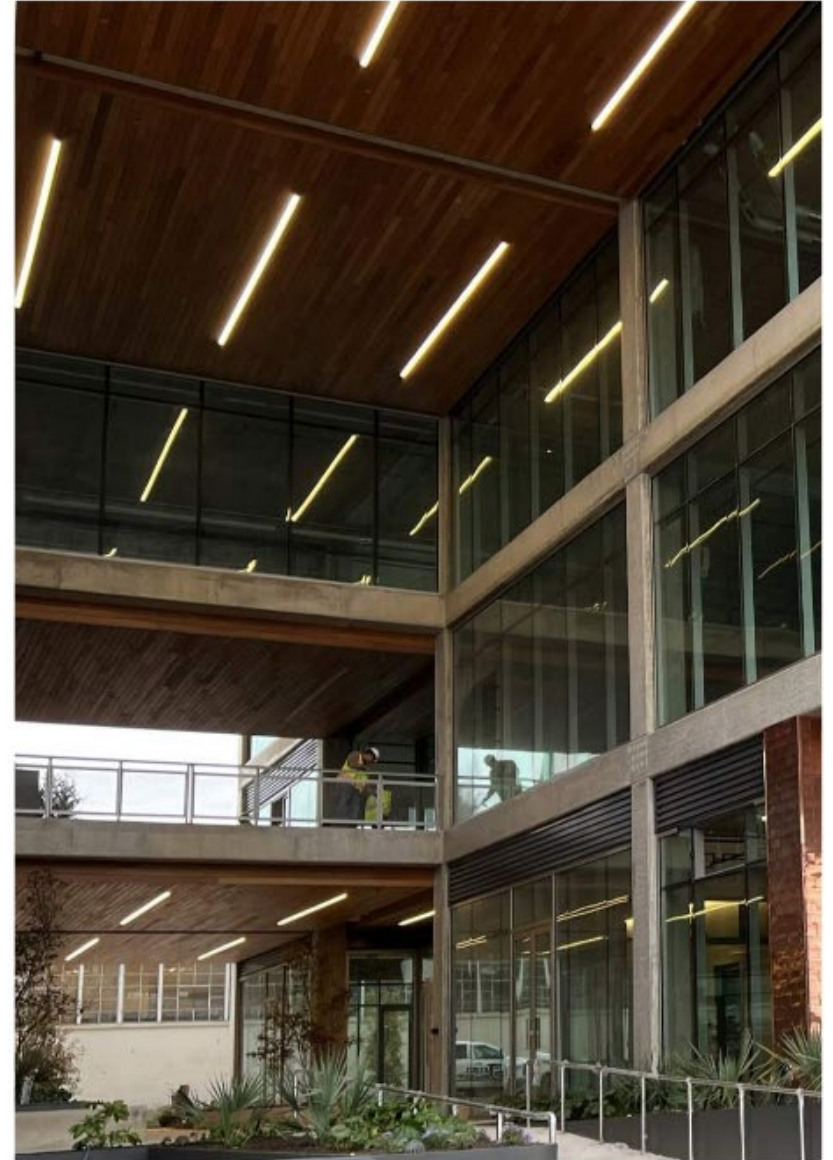
MULTI-FAMILY HIGH-RISE - LEVEL 02



MULTI-FAMILY HIGH-RISE - LEVEL 03

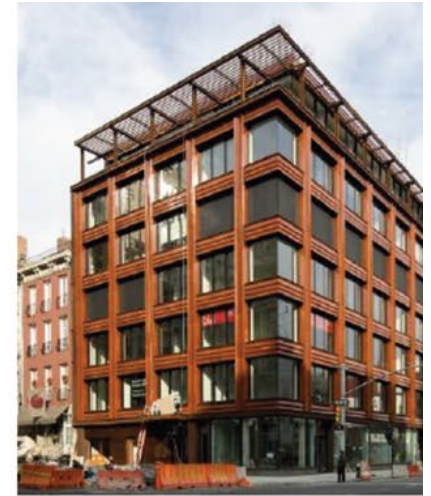


OFFICE INSPIRATIONAL IMAGERY





OFFICE INSPIRATIONAL IMAGERY





RETAIL INSPIRATIONAL IMAGERY



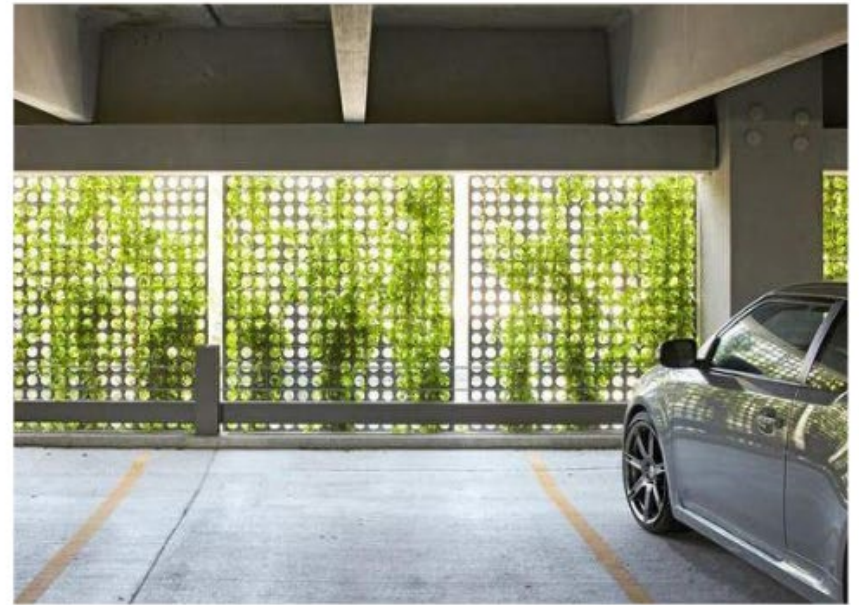


GREENSPACE ACTIVATION & CONNECTIVITY INSPIRATIONAL IMAGERY



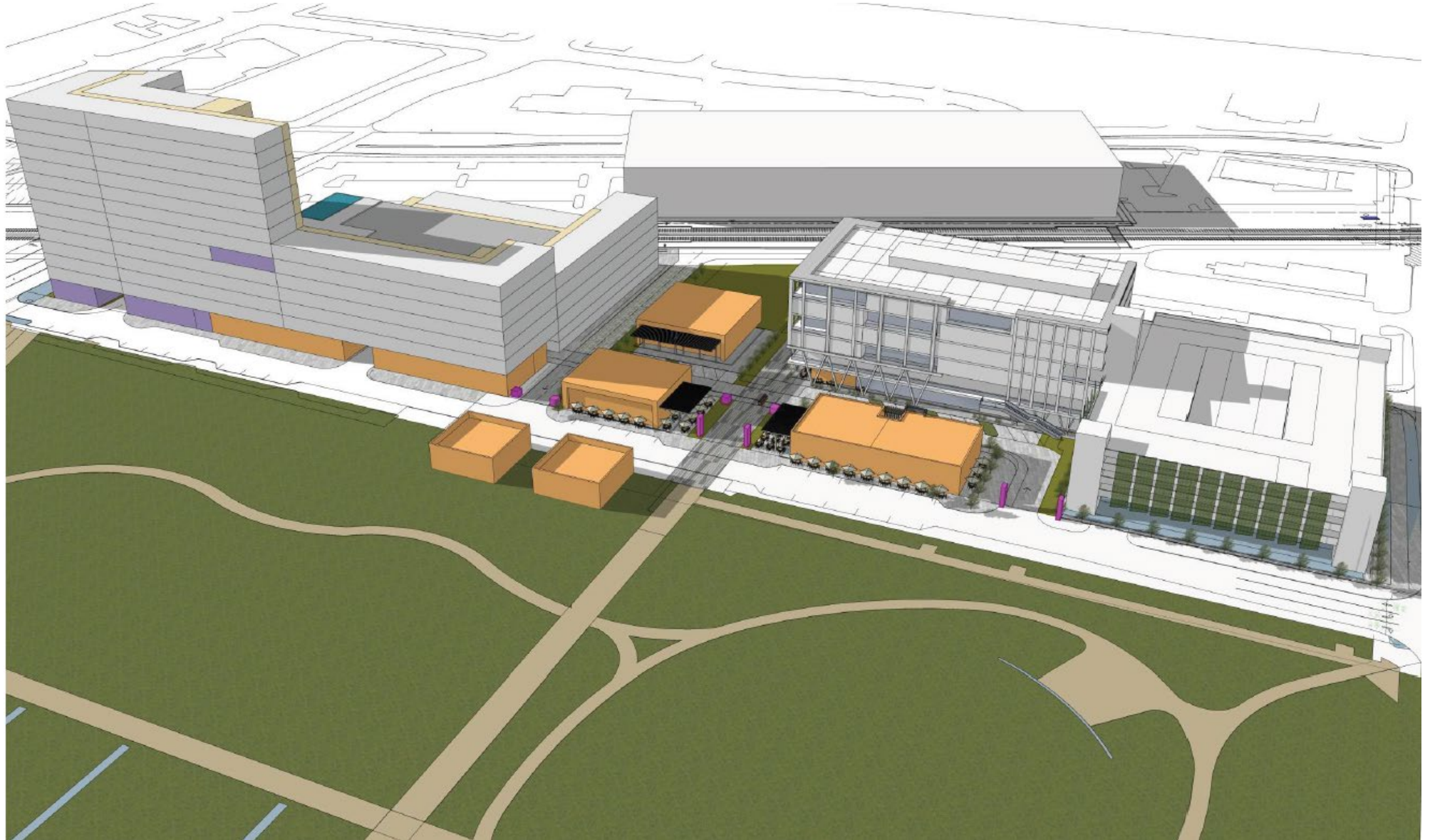


OFFICE GARAGE SCREEN INSPIRATIONAL IMAGERY





PROPOSED CONCEPT PERSPECTIVE - PHASE I



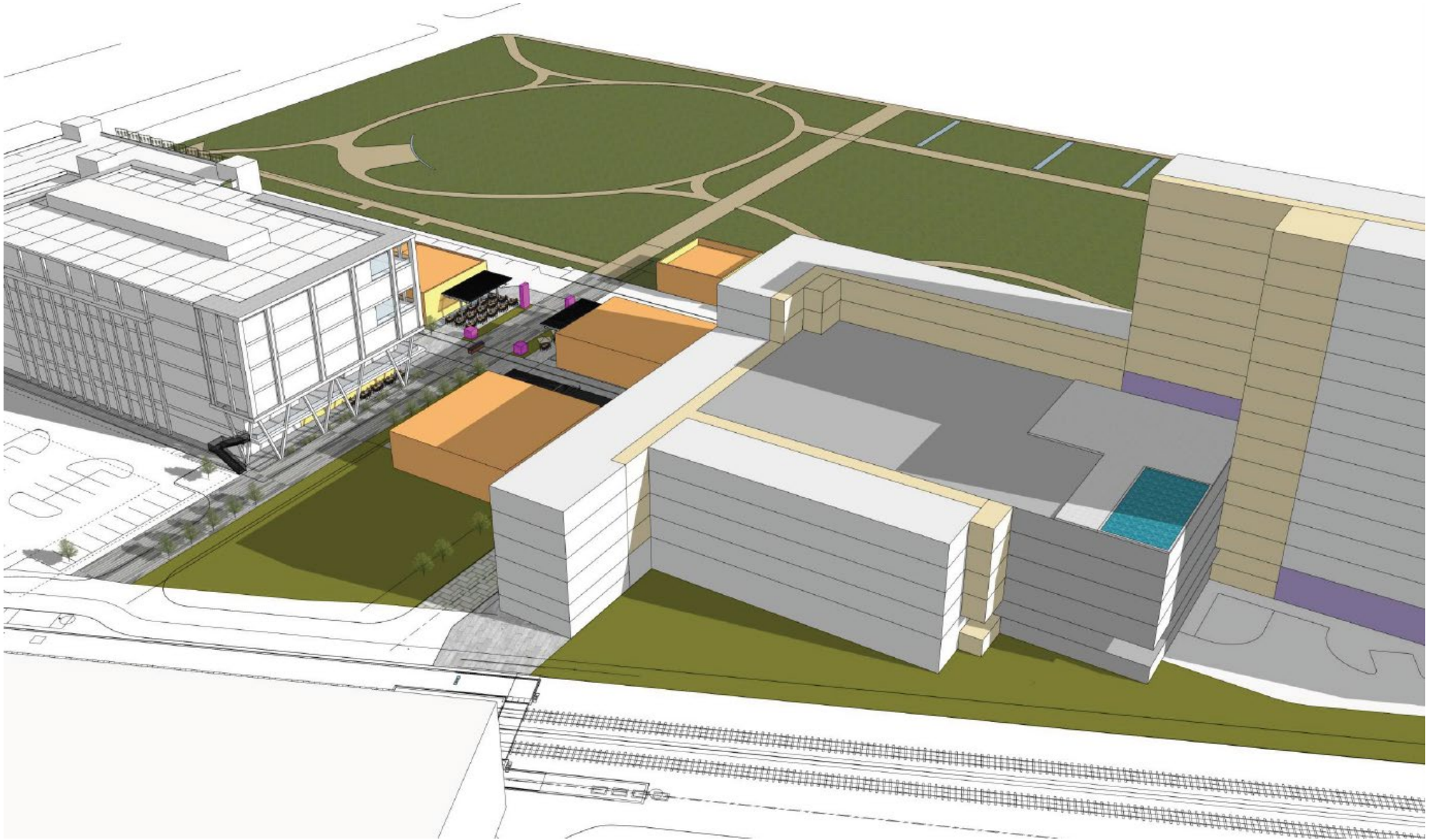


PROPOSED CONCEPT PERSPECTIVE - PHASE I FESTIVAL WAY





PROPOSED CONCEPT PERSPECTIVE – PHASE I DART STATION





QIP LOT 1, BLOCK A OFFICE PERSPECTIVE





QIP LOT 1, BLOCK A OFFICE PERSPECTIVE





QIP LOT 1, BLOCK A OFFICE PERSPECTIVE – PEDESTRIAN WALKWAY



Questions?

**SIXTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF ADDISON AND AMLI RESIDENTIAL
FOR THE ADDISON CIRCLE AREA
TRANSIT ORIENTED DEVELOPMENT PROJECT**

This Sixth Amended and Restated Memorandum of Understanding (“MOU”) is effective as of _____, 20__ (the “Effective Date”) by and among the Town of Addison, Texas (“City” or “Addison”), AMLI Residential Partners, LLC (“AMLI”, further a ‘co-developer’), and [Quadrant Enterprises, LLC] (“QIP”, further a ‘co-developer’) (each a “party” and collectively the “parties”), acting by and through their authorized representatives.

RECITALS

WHEREAS, the parties entered into this MOU to engage in negotiations related to a proposed mixed-use development within the City that will create a first-class regional destination by extending Addison Circle to the new DART Silver Line rail station (the “Project”); and

WHEREAS, the purpose of this MOU is to set forth the general understanding of the parties with regard to the Project and the terms and conditions of the Definitive Agreements that will ultimately govern the development of the Project: and

WHEREAS, the parties previously executed a First Amended MOU approved by the City on November 8, 2022, a Second Amended MOU approved by the City on January 10, 2023, a Third Amended MOU approved by the City on April 25, 2023, a Fourth Amended MOU approved by Council on June 27, 2023, and a Fifth Amended MOU approved by Council on October 24, 2023; and

WHEREAS, previous co-developer Stream Realty Acquisition, LLC (“Previous Office Developer”) has notified the parties that it will no longer participate as a co-developer on the Project, consequently, the parties have identified and selected QIP as the new co-developer for the Office Site (the “Office Site Developer”); and

WHEREAS, the parties have entered into this Sixth Amended MOU to extend the term of the MOU through April 30, 2024 (the “Expiration Date”), to set forth the updated deal terms for the Office Site and a corresponding update to the Project schedule and to make additional amendments to the MOU related to the foregoing changes.

NOW, THEREFORE, in consideration of the expressions of intent and representations set forth herein, the parties agree as follows:

1. PROJECT DESCRIPTION

1.1. Master Concept Plan. The Project will be a mixed-use, transit-oriented development (“TOD”) consisting of three (3) phases that will be developed in general conformance with the formal proposal submitted by AMLI and QIP (collectively referred to herein as “Co-Developers”), including all agreed amendments thereto (the “Proposal”), and the revised Master Concept Plan attached as Exhibit A to this MOU (the “Master Concept Plan”), subject to the terms, covenants, and conditions contained in the Definitive Agreements (defined herein). It is acknowledged and agreed by City and Co-Developers that the Master Concept Plan is subject to additional modification upon mutual agreement of the parties prior to execution of the Definitive Agreements.

1.2. Project Improvements. The completed Phase 1 of the Project is anticipated to include the following improvements: (i) Class A office building, (ii) Class A residential high-rise facilities, (iii) high-quality retail/restaurant/entertainment facilities designed to encourage activation of Project site, (iv) outdoor park and open space activation features, (vii) upgraded hardscapes, landscapes and pedestrian areas, (viii) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The completed Phases 2 and 3 of the Project are anticipated to include the following improvements: (i) Class A office building, (ii) a DART transit station and associated parking, (iii) a boutique hotel, (iv) upgraded hardscapes, landscapes and pedestrian areas, (vi) and other features customarily found in a first-class urban mixed-use development in general conformance with the Proposal in design and quality (subject to negotiation of deal terms between the Parties, City staff review and the Definitive Agreements), as further described in Section 2 of this MOU. The anticipated improvements described in this section are collectively referred to herein as the “Improvements”.

1.3. Project Administration. Co-Developers will be generally responsible for Project administration and agree that it will finance, design, develop, construct and market the Project in conformance with this MOU and the Definitive Agreements. Co-Developers will be required to consult with City regarding the administration of the Project in conformance with the terms of the Definitive Agreements.

1.4. Minimum Developer Investment; Incentives. The parties anticipate that the Project will be developed in three (3) phases with a total development cost of not less than \$466,040,000.00, including a minimum investment of (a) \$75,000,000 by QIP in the Office Site (inclusive of incentives) and (b) \$293,000,000 by AMLI in AMLI Phase 1 (defined in Section 2.1(e)), consisting of \$140,000,000 for the Tower, \$148,000,000 for the Podium and \$5,000,000 for the retail, restaurant, and entertainment parcel (inclusive of incentives), each as more particularly described in Section 2 of this MOU. For all purposes of this MOU, the minimum investment amount includes hard construction costs as well as soft costs attributable to the Project (including design costs, development fees, feasibility studies, legal costs, permitting, contributions, incentives, operating deficit reserves, internal financing and fees). The parties acknowledge that maintaining the agreed minimum investment for each applicable phase of the Project is essential to the successful development of the Project and shall be a condition precedent to City’s obligation to provide the various public incentives set forth in this MOU. Co-Developers will therefore be required to certify the development costs for each component and phase of the Project. In the event Co-Developers’ minimum investment is below the agreed minimum investment for any component or phase of the Project, the City’s incentives related to that component of the Project will be offset by an amount equal to the difference between the agreed minimum investment and the actual investment in such component or phase (e.g., the cap on permit fees and/or infrastructure costs may be increased in an equivalent amount).

1.5. Definitive Agreements. Promptly following the Effective Date of this MOU, the parties will negotiate in good faith mutually satisfactory Definitive Agreements and related documents with respect to the Project (the “Definitive Agreements”), which shall provide for construction of the Improvements and be phased in conformance with Section 2, below. The parties anticipate that the Definitive Agreements will include the following:

- (a) AMLI Tower Ground Lease
- (b) AMLI Podium Ground Lease
- (c) AMLI Retail Ground Lease
- (d) QIP Purchase and Sale Agreement
- (e) Parking Agreements between Addison and Co-Developers
- (f) Master Incentive Agreement between AMLI, QIP and Addison

- (g) AMLI and QIP Form of Guarantee
- (h) Addison License Agreement (for activation of Festival Way, Quorum Drive, and park/open space area)
- (i) AMLI & QIP POA and CCR for Phase 1
- (j) Approved Phase 1 Concept Plans
- (k) Addison PD Ordinance Number O-23-8 (including any subsequent amendments thereto)
- (l) Development Agreement between Co-Developers (including allocation of expenses regarding construction drawings and Office Site Developer self-help rights relating to infrastructure and retail construction)

2. PROJECT PHASES; SCOPE AND ECONOMICS

2.1 Phase 1 Scope:

- (a) *Minimum Investment.* The parties anticipate that the Co-Developers will invest a minimum of \$367,773,000 in connection with the Improvements for phase 1 of the Project. The parties anticipate that Office Site Developer will invest a minimum development cost of \$75,000,000 for the Office Site (inclusive of incentives) and AMLI will invest a minimum development cost of \$293,000,000, consisting of \$140,000,000 for the Tower, \$148,000,000 for the Podium and \$5,000,000 for the retail, restaurant, and entertainment parcel (inclusive of incentives) for AMLI Phase 1.
- (b) *Platting; Governing Property Agreements.* The parties anticipate that each component of the development will be platted as a separate lot to accommodate future disposition of the various components. The parties (together with DART) will agree to amenable CC&Rs allowing for a cohesive class-A TOD mixed-use development that provides superior connectivity, security, and maintenance obligations commensurate to other high-quality, similar TOD developments in DFW. The parties will also create a property owner’s association (POA) to maintain the open/shared space in the development, which the parties anticipate will outline Addison’s obligations for the maintenance, security, public events (festivals), and daily programming of Addison Circle Park.
- (c) *City License Agreement.* The parties anticipate entering into a license agreement for the park/open space area and along Festival Way and Quorum to support activation of the retail connection and programming in Addison Circle Park.
- (d) *The Phase 1 Office Site.* Office Site Developer will construct office improvements on Lot 1, Block A, as shown in **Exhibit A** (the “Office Site”). The parties anticipate the improvements on the Office Site will generally conform with the following:

Land Area:	Approximately 2.08 acres.
Minimum Area:	160,000 sf of office floor area (“Office Building”), inclusive of approximately 150,000 net rentable square feet of office space. The exact square footage is to be adjusted based on BOMA calculations by the architect and again at construction completion, tolerance to be within one percent (1%); there will be approximately 3,000 sf of retail at the ground level of the office building.

Parking Garage: Approximately 650 stall parking garage (“Office Garage”).

Other: The project shall be built substantially as shown in Exhibit A and the final approved development plans, in design and quality, subject to City staff review and the Definitive Agreements; Office Site Developer may utilize a condominium structure to allow for the parceling of specific units within a platted lot (i.e., office, parking, retail components, etc.). Office Site Developer and City agree that amendment of this MOU shall not be required for minor modifications to the square footage or number of parking spaces provided for in this MOU (not to exceed 10%), provided that such modifications are agreed upon by both parties and memorialized in a written ‘side letter’ to this MOU, which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in building height, net rentable office area, or retail floor area without written amendment of this MOU approved by the City Council.

(e) *Multifamily/Retail/Entertainment*. AMLI will construct multifamily buildings with ground level retail, public retail parking facilities and a retail/restaurant/entertainment parcel (“AMLI Phase 1”), further described as follows:

AMLI Phase 1 Land Details:

The AMLI Phase 1 will be constructed upon the three parcels of real property generally described below and depicted on the Master Concept Plan attached hereto as Exhibit A (to be more particularly defined in the Definitive Agreements). AMLI will be responsible for all required survey and platting required for the below properties.

<u>Parcel</u>	<u>Description</u>	<u>Anticipated Use</u>
Lot 3, Block A:	Approximately 2.23 acres	14, 7 and 5-story residential tower with 10,000 sf of ground level retail.
Lot 1, Block B and Lot 1X, Block C:	Approximately 3.32 acres	7-story residential podium project with 5,000 sf of ground level retail on approximately 2.88 acres; with realignment of Spectrum Drive and approximately 0.44 acres of public open space.
Lot 2, Block A:	Approximately 1.71 acres	Stand-alone retail/restaurant/entertainment operation as shown on the Master Concept Plan with a minimum twenty percent (20%) of the total

lot area to serve as public open space.

AML Phase 1 Multifamily Building Details:

- Number of Buildings: 2 residential structures consisting of:
- 14, 7 and 5-story tower (the “Tower”) with:
 - Units: 260-280
 - NRSF: 280,000 – 300,000 sf
 - Ground level retail: 10,000 sf
 - Parking spaces (including retail/restaurant/entertainment district) 450 spaces with 50 spaces reserved for retail use during business hours.
 - 7-story podium (the “Podium”) building with:
 - Units: approximately 400
 - NRSF: 340,000 – 360,000 sf
 - Ground level retail: 5,000 sf
 - Parking spaces: 570 – 620, with 17 spaces reserved for retail during business hours spaces.

Multifamily Building Development Parameters: Minimum
Units: 670 residential units
NRSF: 650,000 sf
Parking spaces: 970 parking spaces in two structures;

Maximum
Units: 700 residential units
NRSF: 675,000 sf
Parking spaces: 1,200 parking spaces in two structures.

Net Rentable Area: 15,000 sf of retail below residential; 17,000 sf retail/restaurant/entertainment component and associated outdoor space exclusively dedicated to programming for entertainment and other authorized activation.

Parking Garage: 3-separate parking garages for the Office and two residential buildings, with approximately 150 public parking spaces in the Office Garage and 50 reserved spaces during business hours in the residential tower to support the ground level retail and the retail/restaurant/entertainment parcel.

Other:

The project shall be built substantially as shown in the Master Concept Plan and in general conformance with Co-Developer's proposal in design and quality, subject to City staff review and the Definitive Agreements. AMLI and City agree that amendment of this MOU shall not be required for minor modifications that do not exceed a 10% total reduction to the square footage or number of parking spaces provided for in this MOU, a reduction in the number of residential units to not less than 650 leasable units, or an increase in the number of residential units to not more than 700 leasable units. Any such modifications shall be agreed upon by both parties and memorialized in a written 'side letter' to this MOU, which shall become an addendum hereto. Notwithstanding the foregoing, there shall be no reduction in multifamily building height or net rentable floor area for the ground floor retail integrated within the multifamily buildings, nor any increase in the number of residential units beyond the maximum number of units currently identified herein without written amendment of this MOU approved by the City Council.

2.2 Phase 1 Economics

- (a) *Office Phase 1 Economics.* The parties agree to the following general economic terms for the Office Phase 1, which shall be defined in further detail in the Definitive Agreements:
- (1) City will convey to Office Site Developer for nominal consideration approximately 2.08 acres of land for the office building (the market value of which land the Town estimates is \$1,718,773 (\$18.97 per sq. ft.). The final acreage shall be as mutually agreed and set forth in the definitive purchase and sale agreement between City and Office Site Developer.
 - (2) The City will reimburse Office Site Developer in an amount not-to-exceed \$14,991,667 for approved construction costs incurred by it for construction of a 3-bay office parking garage.
 - (3) Office Site Developer will have the right to utilize unreserved parking at a ratio of 3/1,000 SF leased and additional reserved parking spaces in the Office Garage during office hours. City and Office Site Developer will enter into a perpetual parking license or other agreement for the Office Garage whereby the Office Garage will be made available for all patrons and public users of the Addison Circle development during nights, weekends and for special events, including the

retail/restaurant/entertainment district and residential tower ground-level retail parking at no cost.

Office Site Developer will provide street activation and screening as depicted in the final approved development plans.

- (4) Office Site Developer will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy for the Office Building and the Office Garage is issued. The guarantees will be a material provision of Office Site Developer's obligations under the Definitive Agreements and will apply to the Office Phase 1 office and parking facilities.
- (5) City agrees that its permit fees will be capped at \$150,000 and Office Site Developer will not have an obligation for infrastructure costs for the office component of the Project; provided however, if AMLI fails to timely construct such infrastructure, which obligation shall be defined in further detail in the Definitive Agreements, Office Site Developer will have the right to complete such infrastructure improvements and, upon exercising such right, will be entitled to the public infrastructure incentive grant set forth in Section 2.2(c)(3)(i).

A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(b) *AMLI Phase 1 Economics for Multifamily with Ground Level Retail.* The parties agree to the following general economic terms for the multifamily and retail components of the AMLI Phase 1, which shall be defined in further detail in the Definitive Agreements:

- (1) Ground Lease: AMLI will enter into a 99-year ground lease with City for approximately 7.4 acres of land that includes the general terms and conditions set forth in this Section 2.2(b).
- (2) Deposit and Pre-Paid Ground Rent: AMLI will pay to City \$2,000,000 as pre-paid ground rent for the three (3) AMLI Phase 1 properties (subject to the provisions of this Section 2.2) in the form of a single, lump sum payment pursuant to the negotiated terms of the Definitive Agreements (the "Pre-Paid Ground Rent"). The Pre-Paid Ground Rent will initially be held in escrow and applied to rent in conformance with the respective ground leases. The Pre-Paid Ground Rent will be non-refundable, provided, upon AMLI's timely submittal (and City's acceptance) of both a completed infrastructure plan reasonably acceptable to City and AMLI on or before September 30, 2024 and application for a building permit for the Tower on or before March 30, 2025, AMLI will be entitled to a refund of the Pre-Paid Ground Rent if AMLI terminates the ground lease during the period of time commencing upon AMLI's submittal of its application for a building permit for the Tower and ending one hundred eighty (180) days following submittal, but in no event later than September 30, 2025.
- (3) Ground Rent: The initial ground rent will be \$500,000 which will be adjusted annually by CPI, with a maximum annual increase of no greater than 3.0% on a non-cumulative basis.

- (4) Rent Commencement Date: The earlier of (i) 96 months from commencement of construction of AMLI Phase 1 or (ii) December 30, 2033 (as used herein, the “Rent Commencement Date”). Addison will receive the first ground rent payment no later than January 30, 2037, after the Pre-Paid Ground Rent is depleted.

- (5) Economic Development Incentive Grant: Beginning the first full year following stabilization of the AMLI Tower (defined as 94.25% occupancy), City will provide to AMLI six (6) consecutive annual economic development grants from the City’s ad valorem taxes actually collected by City for the applicable grant year, subject to the payment terms set forth herein and in the Master Incentive Agreement. Each year of the grant period AMLI will provide their Net Operating Income per GAAP before ground lease payments, capital expenditures, tenant improvement allowances and leasing commissions, certified by their Chief Financial Officer (the “Certified NOI”). The Certified NOI (numerator) will be divided by AMLI’s Actual Certified Construction Costs (denominator) to calculate an Annual Return on Cost (ROC) for the Project. If the Annual Return on Cost is below the ROC thresholds outlined in the schedule below, AMLI will be entitled to receive a grant not to exceed \$1,600,000 each year there is a gap between the computed Actual ROC and the Required ROC threshold. The ROC thresholds for each grant year shall be:

Grant Year	Threshold (%)
Year 1	6.91
Year 2	6.98
Year 3	7.20
Year 4	7.42
Year 5	7.45
Year 6	7.40

AMLI will be entitled to roll over any amount greater than the \$1,600,000 each year to the following grant year, but in no event shall the reimbursement amount exceed \$1,600,000 annually and \$8,000,000 cumulatively for the entire grant period. AMLI will provide annual audited financial statements for each grant year.

- (6) Other AMLI Phase 1 Terms:
 - (i) In order to consistently maintain a Class A mixed-use TOD project to City’s standards throughout the term of the ground lease, AMLI (or future tenant) may be required to make capital improvements from time to time. Ten years after the Rent Commencement Date, AMLI will have the right, with City’s approval, not to be unreasonably withheld, to offset the cost of certain capital improvements in excess of \$1,000,000 (as adjusted for inflation) against the annual ground lease rent once every ten years. The amount of offset shall not exceed the ground rent in the year the capital improvement project is undertaken. The offset assumes AMLI (or future tenant) has spent the first \$1,000,000 and will be paid on any amounts above the first \$1,000,000. A detailed description of allowable capital improvement projects will be further defined in the ground lease.

 - (ii) If City elects to offer its fee interest in the residential or retail/restaurant/entertainment parcel for sale, then AMLI will have the right of first refusal (ROFR) to purchase the fee simple interest in such parcels at

the determined fair market value (FMV) to be further defined in the Definitive Agreements.

- (iii) AMLI will be prohibited from transferring its interest in the ground lease for a period of ten years after the Rent Commencement Date without City's approval unless to a qualified owner, such as an institutional owner having similar experience managing over one million square feet of similar "Class A" TOD, mixed-use developments or ownership of over \$500,000,000 of "Class A" multifamily properties (to be further defined in the ground lease).
- (iv) The timelines and deadlines in the ground leases and other Definitive Agreements shall be subject to change based on events of force majeure and other unforeseen circumstances outside of AMLI's reasonable control which affect construction progress (to be defined in the Definitive Agreements).
- (v) Co-Developers will prepare and submit for Town's approval an updated streetscape plan amending the previously approved Master Streetscape Development Plan dated February 15, 2023 ("Streetscape Plan") for the office, retail, park, and streetscape plan in the surrounding areas from the North Dallas Tollway to Addison Road and from Addison Circle to Beltline Road. The final Streetscape Plan will be generally consistent with the attached Master Concept Plan. The purpose of this Streetscape Plan is to enhance and promote the retail and transit experience to "Complete the Circle." This will include but is not limited to tree relocation along Festival Way, burying power lines along +/- 150' of Quorum Drive, and the realignment of Spectrum Road. Other potential improvements addressed in the Streetscape Plan are enhanced paving, planting, improved lighting, signage, and wayfinding to attract more patrons to the circle. The Streetscape Plan will include all infrastructure improvements for the office component of the Project, including the parking garage. All infrastructure improvements shall be as reasonably agreed by City, AMLI, and, to the extent located on the Office Site, the Office Site Developer, and the characterization of items as infrastructure improvements shall not conflict with other components of this MOU.
- (vi) City agrees that AMLI's permit fees for the AMLI Phase 1 multifamily improvements will be capped at \$250,000, with the off-site infrastructure being incurred by Town as an incentive in conformance with the Definitive master incentive agreement. If Spectrum Road is unable to be re-aligned, the parties agree to discuss alternative design options that will maintain the quality and overall vision for the affected components of the Project. The parties may further agree to equitably share in the additional costs or savings associated with the alternative design.
- (vii) AMLI will provide payment and completion guarantees from a reputable entity(ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of AMLI's obligations under the Definitive Agreements and will apply to AMLI Phase 1 facilities.

- (viii) There will be no construction or permanent debt placed on the residential property of any kind through final certificate of occupancy. All residential construction and development costs will be financed using equity provided by AMLI on the residential development.
- (ix) Within twelve months after issuance of the initial multifamily building permit, AMLI will donate \$200,000 to the Addison Arbor Foundation to fund public art in the right of way and public spaces within the development (to be further defined in the Definitive Agreements).
- (x) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

(c) *AMLI Phase 1 Economics for the Retail, Restaurant, and Entertainment Parcel*

- (1) Lot 2, Block A of AMLI Phase I (approximately 1.71 acres) will be subject to a ground lease on substantially the same terms as the ground leases for Lot 3, Block A, Lot 1, Block B, and Lot 1X, Block C of AMLI Phase 1; provided, that subject to mutual agreement of the parties, the retail/restaurant/entertainment area may be sub-leased (not assigned) to a third-party developer and/or operator. Notwithstanding, AMLI will be required to obtain the written consent of Addison (which shall not be unreasonably withheld) prior to entering into a sub-lease for the foregoing property and/or its operation by a third party.
- (2) The City and AMLI will work in good faith to select the operator/developer, and to establish deadlines for AMLI to apply for and obtain permits and commence construction of the improvements on Lot 2 following selection of the operator/developer. The City and AMLI will define said deadlines and establish penalties for noncompliance within the Definitive Agreements.
- (3) The following incentive is subject to and intended to support the recruitment of a high-quality retail/restaurant/entertainment operator to implement a concept that meets the intent of this first class urban mixed-use development. This incentive shall be conditioned upon evaluation of and consideration of the merits of the proposed retail/restaurant/entertainment operation, and final approval of the same by the City:
 - (i) Public Infrastructure Incentive Grant. City will reimburse up to \$1,500,000 for public infrastructure costs associated with phase 1 of the Project (on terms to be further defined in the Definitive Agreements).
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

- (5) Co-Developers will, at their sole cost, activate the 0.23 acre Lot 4X, Block A by constructing and installing fitness-oriented improvements (e.g., outdoor fitness court(s), pavilion, pickle ball court(s), etc.) and associated site furnishings and landscape, which will be further defined in the Definitive Agreements. City will retain fee title ownership to the foregoing parcel and will be solely responsible for all maintenance associated with the foregoing improvements following City’s final inspection and acceptance of the same.

2.3 Phase 2 Scope (TBD):

- (a) *Minimum Investment.* Co-Developers will have the first right to invest a minimum of \$104,200,000 in connection with the Improvements for phase 2 of the Project, contingent upon the timely performance of all obligations under the Definitive Agreements.
- (b) *Office Phase 2 (Office).* If the Office Site Developer elects to proceed with phase 2 of the Project, the Office Site Developer will construct an office building with ground level retail and a public parking garage (“Office Phase 2”), further described as follows:

Land Area:	3.966 acres
Net Rentable Area:	150,000 sf of office; 4,000 sf of DART Station Improvements
Parking Garage:	850 stall public parking garage
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.4 Phase 2 Economics:

- (a) *Phase 2 Economics.* The parties agree that the following general economic terms shall apply to phase 2 of the Project, which shall be defined in further detail in the Definitive Agreements:
 - (1) Office Site Developer will sub-lease from City as defined in the DART Interlocal Agreement.
 - (2) All ground lease rent will be abated until one year after substantial completion of the Office Phase 2 Office Building.
 - (3) City incentives (if any) for Office Phase 2 will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
 - (4) The costs of the additional 300 parking spaces required in the garage for Phase 2 and any other DART specific requirements will be addressed in the Definitive Agreements.

- (5) The parties anticipate construction of a ground enclosed DART Station (not just a platform) that will be in conformance with the quality and vision of the other Project elements. Office Site Developer commits to funding a portion of the development costs consistent with its submitted proposal, which provides for Office Site Developer committing \$160,000 based upon a construction cost of \$1,600,000 (to be further defined in the Definitive Agreements). The station will replace the existing DART platform and provide service for all DART riders (subject to DART's approval).
- (6) DART, City and Office Site Developer will enter into a perpetual parking agreement whereby public parking is available for DART and retail patrons during the day and the entire Addison Circle development on nights and weekends and for special events, subject to the final interlocal agreement with DART and as subject to the terms of the Definitive Agreements.
- (7) Office Site Developer will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Office Site Developer's obligations under the Definitive Agreements and will apply to Office Site Developer's phase 2 office and parking facilities.

2.5 A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

2.6 Phase 3 Scope:

- (a) *Minimum Investment.* Co-Developers will have the first right to invest a minimum of \$23,500,000 in connection with the Improvements for phase 3 of the Project, contingent upon the timely performance of all obligations under the Definitive Agreements for phases 1 and 2 of the Project.
- (b) *Scope.* The Definitive Agreements shall include the following general terms and conditions with regard to the scope for phase 3 of the Project:

<u>Boutique Hotel:</u>	
Land Area:	1.156 acres
Number of Rooms:	120
Other:	The project shall be built substantially as shown in the Proposal in design and quality, subject to City staff review and the Definitive Agreements.

2.7 Phase 3 Economics:

(a) *Phase 3 Economics*. The parties agree that the following general economic terms shall apply to phase 3 of the Project, which shall be defined in further detail in the Definitive Agreements:

- (1) Office Site Developer will sub-lease from City as defined in the DART Interlocal Agreement.
- (2) City incentives (if any) for this phase will be negotiated based on current market dynamics and required timeframe to develop the asset. In addition, the projects will be heavily coordinated with City and DART to ensure the proper level of service and amenities are provided.
- (3) Office Site Developer will provide payment and completion guarantees from a reputable entity (ies) approved by City, which may be in the form of an irrevocable letter of credit, or equivalent guarantee (to be further defined in the Definitive Agreements), with such guarantees to be released when final certificate of occupancy is issued. The guarantees will be a material provision of Office Site Developer's obligations under the Definitive Agreements and will apply to phase 3 hotel and related development.
- (4) A transfer tax of 25 basis points will be assessed on all subsequent sales of the property, excluding transfers to affiliated entities (to be defined in the Definitive Agreements). This will be recorded in the deed and run with the land in perpetuity. This tax will need to be accounted for each time the property sells and will be a seller expense.

3. PROJECT SCHEDULE; DUE DILIGENCE PERIOD

3.1. Project Schedule. The parties acknowledge that time is of the essence with regard to the Project and agree that each will use its best efforts to proceed in conformance with the proposed Project schedule set forth below:

PHASE 1	Date of Completion
Revised zoning entitlements approved by City Council	April 30, 2024
Execution of all Definitive Agreements	April 30, 2024
AML I submittal of infrastructure plan	September 30, 2024
AML I submittal of building permit application for Tower	March 30, 2025
QIP / AML I Approval Deadline	September 30, 2025
AML I construction start on Tower and infrastructure improvements	November 2025
Submit building permit application for Office Building and Office Garage	Three (3) months after AML I completion of infrastructure on Office Site.

Construction start on Office Building, Office Garage and AMLI Retail	Six (6) months after the later of (i) AMLI completion of infrastructure and (ii) QIP / AMLI Approval Deadline
AMLI construction start on Podium	December 30, 2026

PHASES 2 & 3	Date of Completion
Construction start on office/parking	TBD*
Construction start on hotel	TBD
Office/parking final CO issued	TBD
Hotel final CO issued	TBD

**The parties acknowledge that a required date of completion will be established for Phase 2 as soon as practicable and will be subject, in part, to the interlocal agreement between DART and Addison.*

3.2. Modification of Project Schedule. The dates for completion identified in the Project schedule set forth in Section 3.1, above, may not be modified or extended, except by mutual written agreement of the parties. Notwithstanding the foregoing, a party shall be entitled to an extension when the party unable to comply with the Project schedule as a direct result of an event of Force Majeure. As used in this section, the term “Force Majeure” shall mean that the party is prevented or delayed in performing in compliance with the Project schedule, in whole or in part, to such an extent that the party would not be able to meet a required date of completion therein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the party’s control and not attributable to its malfeasance, neglect or nonfeasance. The party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (a) how and why their performance was so prevented, (b) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this MOU as soon as reasonably practicable.

3.3. Due Diligence Period. The Due Diligence Period commenced on the Effective Date of the original MOU and will expire on the earlier of (i) Expiration Date, or (ii) the date upon which the parties have mutually executed all Definitive Agreements required for the Project. The parties will conduct all due diligence with respect to the Project as the parties may deem necessary or appropriate, and the parties shall fully cooperate with each other in this regard. Each party shall be solely responsible for its own costs in connection with the due diligence required for the Project, except as otherwise mutually agreed by the parties. The Due Diligence Period may be extended by mutual written agreement of the parties.

3.4. Exclusivity. During the Due Diligence Period, City will negotiate exclusively with Co-Developers in good faith to execute the Definitive Agreements for the Project, and will not engage any party other than Co-Developers to act as a developer (or co-developer) of the Project; however,

notwithstanding the foregoing, during the Due Diligence Period, City shall have the right to solicit proposals from, and discuss the terms for, other parties to act as a developer (or co-developer) of the Project or a portion thereof. Further, from and after the expiration of the Due Diligence Period, if the Definitive Agreements have not been finalized and executed, City shall have the right to immediately terminate this MOU as to one or both Co-Developers and thereafter (i) engage (or seek to engage) one or more other parties to act as a developer (or co-developer) of the Project or a portion thereof, and/or (ii) abandon the current Project and proceed to solicit proposals from the development community for a new concept and project at the current Project site.

3.5. Project Feasibility Assessments. Co-Developers agree that each will promptly, and without undue delay, conduct the feasibility assessments described below during the Due Diligence Period:

- (a) Property Inspections. All property due diligence (title examination, surveys, environmental site assessments, soil conditions tests and other physical inspections and similar items) relating to the feasibility of the development of the Project;
- (b) Zoning and Entitlements. All required zoning and real property entitlements necessary to develop the Project in conformance with the terms of this MOU and the Definitive Agreements; and
- (c) Financial Due Diligence. All financial due diligence reasonably necessary to ensure Co-Developers will be able to secure firm commitments from all lenders, investors, and/or other financing sources related to the design, development, construction, and administration of the Project as contemplated by the parties.

Co-Developers acknowledge that each has already engaged all consultants and/or other third-parties necessary to complete the above-referenced feasibility assessments.

4. MISCELLANEOUS

4.1. Mutual Cooperation; Site Access. The parties agree to work together at all times in good faith, meet regularly, and keep each other informed as to activities of the other, and maintain at all times a formal representative who shall serve as a point of contact for communications related to this MOU. City will furnish such rights-of-access to the Project site as reasonably necessary for the parties to conduct their respective due diligence obligations under this MOU.

4.2. Costs and Expenses. Each party shall be responsible for all costs and expenses associated with the preparation and adoption of this MOU, the preparation and adoption of the Definitive Agreements, and future actions related thereto.

4.3. Certification of No Conflicts. Co-Developers hereby warrant to City that each has made full disclosure in writing of any existing or potential conflicts of interest related to its participation in the Project as contemplated in this MOU. In the event that any conflicts of interest arise after the Effective Date of this MOU, Co-Developers hereby agree to immediately disclose the same to City.

4.4. Public Information Act. Co-Developers acknowledge that this MOU, and all documents provided to City in connection with the Project are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information received by City in connection with the same unless a party has previously notified City in writing that it considers the information to be confidential or proprietary trade secrets and has clearly marked all such information as “Confidential” and/or “Proprietary – Trade Secret”

at the time it is delivered or made accessible to City (including City's officers, officials, employees, consultants, attorneys and/or other authorized representatives). In the event City delivers to Co-Developers information that it has expressly marked "Confidential" or has notified Co-Developers is confidential or is the proprietary information of a third-party, Co-Developers agree neither shall disclose to anyone directly or indirectly during the term of this MOU or at any time thereafter, any such information, nor shall either use any such information for any purpose other than in connection with the Project contemplated in this MOU.

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

4.6. Exhibits. The exhibits to this MOU are incorporated herein.

4.7. Amendment. This MOU may only be amended by mutual written agreement executed by all parties.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

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

For City:

TOWN OF ADDISON, TEXAS

By: _____
David Gaines, City Manager

Date: _____

NOTICE ADDRESS:

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

For Co-Developer AMLI:

AML RESIDENTIAL PARTNERS, LLC
a Delaware limited liability company

By:  _____
Taylor Bowen (Jan 18, 2024 16:57 CST)
Taylor Bowen, Authorized Signatory


Date: 18/01/2024

NOTICE ADDRESS:

AML Residential Partners, LLC
5057 Keller Springs Road, Suite 250
Addison, TX 75001
Attn: Taylor Bowen and Joe Bruce
E: TBowen@amli.com and JBruce@amli.com

For Co-Developer QIP:

Quadrant Enterprises, LLC

By:  _____
Chad Cook, Authorized Signatory

Date: 18/01/2024

NOTICE ADDRESS:

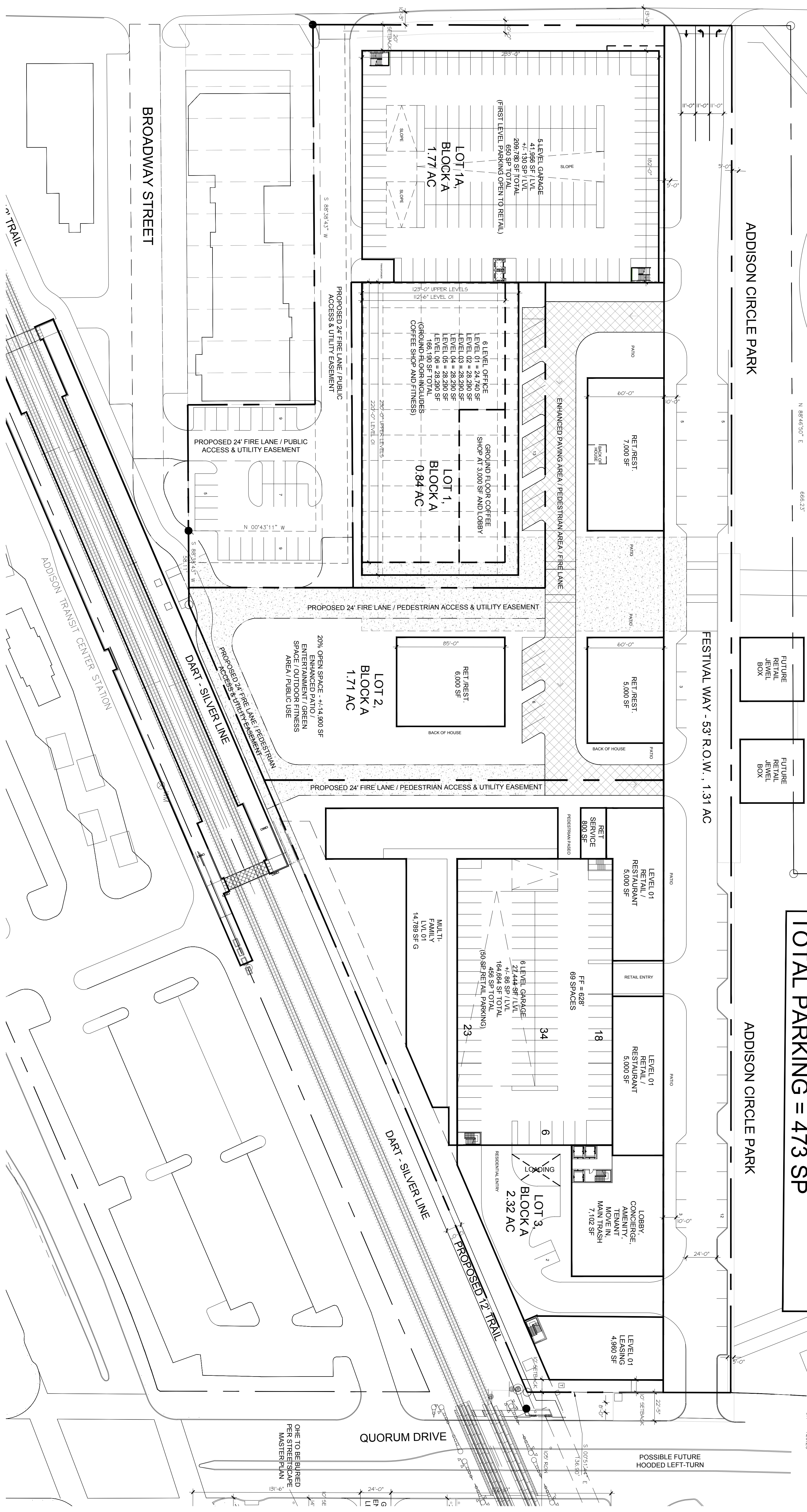
Quadrant Investments
123 Manufacturing Street
Dallas, TX 75207
Attn: Chad Cook and Colin Moore
E: chad@quadrantinvestments.com and
colin@quadrantinvestments.com

Exhibit A Master Concept Plan

ADDISON ROAD

TABLATIONS, OFFICE / RET./REST:
TOTAL RETAIL / REST. = 21,000 SF
TOTAL OFFICE = 163,510 SF
SURFACE PARKING = 59 SP
GARAGE PARKING = 650 SP
(FIRST LEVEL PARKING OPEN TO RETAIL)
TOTAL PARKING = 709 SP

TABLATIONS, MULTIFAMILY / RET.:
TOTAL RETAIL = 10,000 SF
TOTAL MF = 382,064 SF / 278 UNITS
(INCLUDES AMENITY / LEASING)
SURFACE PARKING = 17 SP
GARAGE PARKING = 456 SP
(50 RETAIL SPACES AT FIRST LEVEL)
TOTAL PARKING = 473 SP



ADDISON CIRCLE
STATION
PHASE 1

OWNER/APPLICANT:
 AMLI RESIDENTIAL
 ATT: JOE BRUCE
 5057 KELLER SPRINGS RD.
 ADDISON, TX 75001
 PH 972-265-6792

QUADRANT
 INVESTMENTS
 ATT: COLIN MOORE
 123 MANUFACTURING ST.
 DALLAS, TX 75207
 PH 214-316-3752

ISSUE / REVISION LOG
DATE DESCRIPTION

CORBRIEN
 STEFAN HAESSIG
 1722 ROUTH STREET
 SUITE 122
 DALLAS, TEXAS 75201
 972.788.1010
 www.obriencor.com

TOWN PROJECT NUMBER: 1880-2
 ADDISON CIRCLE STATION
 LOT 1,3,4,5, BLOCK A
 LOT 1, BLOCK B
 LOT 1, BLOCK C
 TRACT 5
 G.W. FISHER SURVEY, ABSTRACT NO.482
 13.3 ACRES
 DALLAS COUNTY, TEXAS
 DATE: 01-17-24 ARCH PROJ #: 1-407-07 SCALE: SHEET NO.

SP-102

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Sixth Amended MOU (Ready for Signature)

Final Audit Report

2024-01-18

Created:	2024-01-18
By:	Wayne Emerson (wemerson@addisontx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf31h3KI2rulppd7G-ynN_iHeU0VUesvN

"Sixth Amended MOU (Ready for Signature)" History

-  Document created by Wayne Emerson (wemerson@addisontx.gov)
2024-01-18 - 10:21:43 PM GMT
-  Document emailed to Taylor Bowen (tbowen@amli.com) for signature
2024-01-18 - 10:21:51 PM GMT
-  Document emailed to Chad Cook (chad@quadrantinvestments.com) for signature
2024-01-18 - 10:21:51 PM GMT
-  Email viewed by Taylor Bowen (tbowen@amli.com)
2024-01-18 - 10:34:12 PM GMT
-  Email viewed by Chad Cook (chad@quadrantinvestments.com)
2024-01-18 - 10:49:40 PM GMT
-  Document e-signed by Chad Cook (chad@quadrantinvestments.com)
Signature Date: 2024-01-18 - 10:50:11 PM GMT - Time Source: server
-  Document e-signed by Taylor Bowen (tbowen@amli.com)
Signature Date: 2024-01-18 - 10:57:25 PM GMT - Time Source: server
-  Agreement completed.
2024-01-18 - 10:57:25 PM GMT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SIXTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) FOR THE ADDISON CIRCLE AREA TRANSIT ORIENTED MIXED-USE DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April 2021, the City Council 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 April 12, 2022, the City Council accepted the proposal submitted by co-developers AMLI Residential (“AMLI”) and Stream Realty for development of the Project and authorized the execution of a Memorandum of Understanding (the “MOU”) providing a master concept plan and preliminary schedule for various components of the Project; and

WHEREAS, the parties have previously amended the MOU to provide for various modifications to the Project, including modified development plans, incentive terms and project schedules; and

WHEREAS, Stream Realty notified the Town and AMLI of its intent to withdraw as co-developer for the office component of the Project; and

WHEREAS, following Stream Realty’s withdrawal, the Town and AMLI entered into discussions with several potential replacement co-developers for the office component of the Project and mutually selected Quadrant Enterprises, LLC (“QIP”) to serve as the new office co-developer; and

WHEREAS, the parties now desire to enter into a sixth amended and restated MOU to extend the term of the MOU until April 30, 2024 to allow the parties time to incorporate QIP’s new concept for office component of 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 Sixth Amended and Restated Memorandum of Understanding (MOU) between the Town of Addison, AMLI Residential Partners, LLC and Quadrant Enterprises, LLC for the Addison Circle TOD Project, 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 23rd day of JANUARY 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

EXHIBIT A

City Council (FY24)

5. b.

Meeting Date: 01/23/2024

Department: Development Services

AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Nando's Peri Peri, located at 5100 Belt Line Drive, Suite 728, in order to allow a 1,000 square-foot mural on portions of the north and east facades and to allow an additional attached wall sign on the north facade. (Case MR2023-07/5100 Belt Line Drive, Suite 728 - Nando's Peri Peri).

BACKGROUND:

Nando's Peri Peri is a new restaurant, located at Village on the Parkway. The restaurant has recently opened and is requesting a Meritorious Exception to the Town's Sign Ordinance in order to complete a proposed mural on the north and east façades of the building, facing towards the interior of the center.

The proposed mural is defined as an attached sign by the Town's sign ordinance. The proposed mural encompasses 1,000 square-feet in effective area (17 feet, 8 inches tall and 46 feet wide). The mural covers approximately half of the eastern façade and wraps around the building, covering a portion of the northern façade. The mural exceeds the maximum area of an attached sign. The maximum area permitted on the east façade is 112 square feet and 50 square feet for the north façade.

Additionally, the maximum number of attached wall signs allowed per façade is one sign. Approval of the proposed mural would result in two wall signs on the north façade, exceeding the maximum.

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

- Town of Addison Code of Ordinances, Chapter 62 (Signs)
 - Section 62-33. – Meritorious exceptions.
 - (d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement, although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual

environment.

The applicant's mural is not commercial in nature, and instead highlights the restaurant's South African heritage and passion for art. The mural features a unique pattern using a complementary color palette of green, orange, yellow, and cream.

Staff believes that the Meritorious Exception request for a mural meets the approval criteria as it constitutes art that makes a positive contribution to the visual environment of the surrounding area.

RECOMMENDATION:

Administration recommends approval.

Attachments

MR2023-07 Presentation

MR2023-07 Ordinance

MR2023-07 Plans

**Nando's Peri Peri
Meritorious Exception
(MR2023-07)**

ADDISON

Case MR2023-07 Nando's Peri Peri

ADDISON

LOCATION:

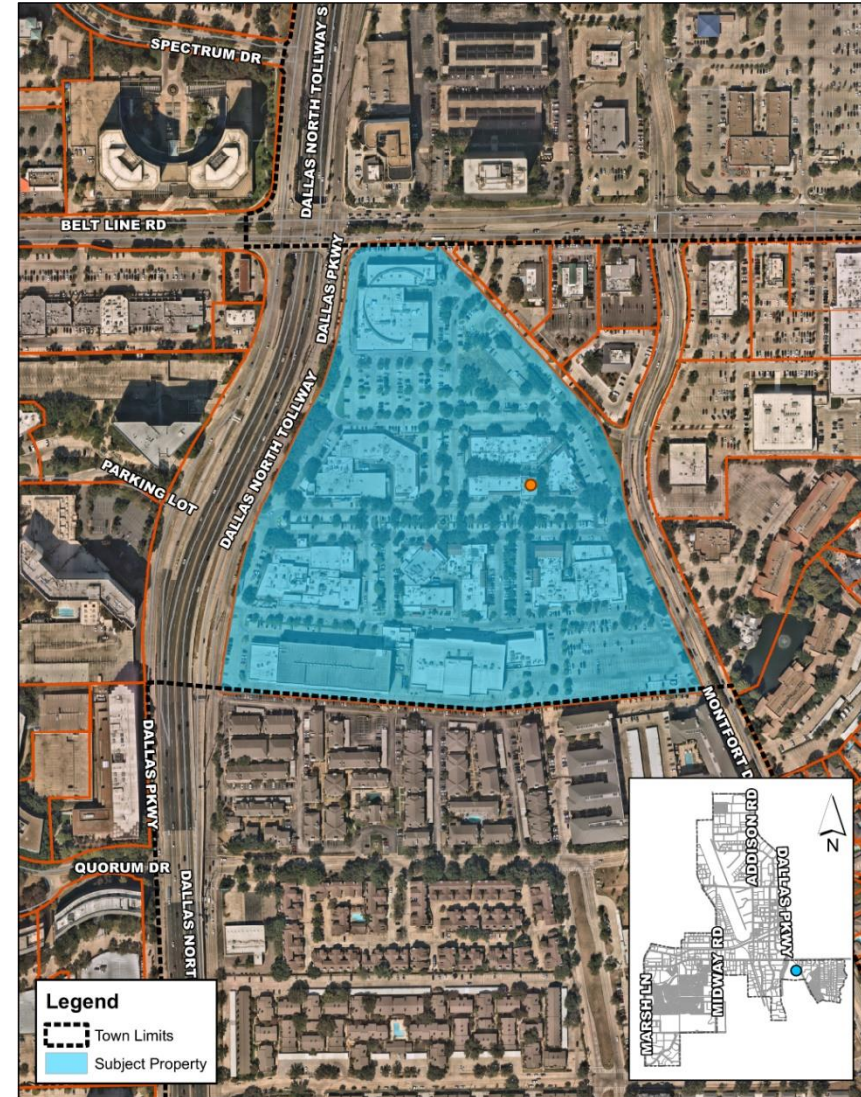
5100 Belt Line Road, Suite 728

REQUEST:

Approval of a Meritorious Exception for a mural on a portion of the north and east façades and to allow an additional attached wall sign on the north façade for a new restaurant, Nando's Peri Peri

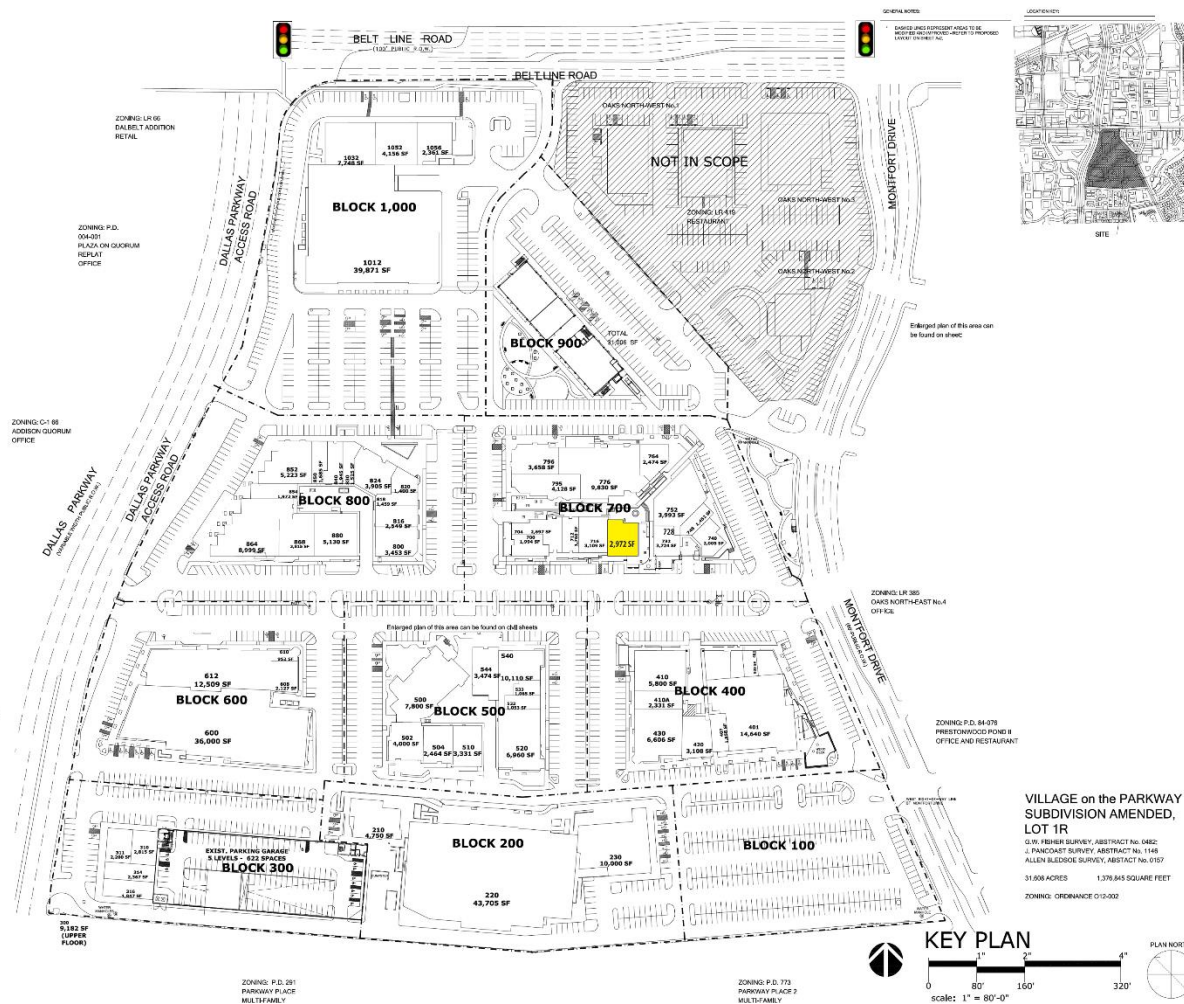
ACTION REQUIRED:

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



Case MR2023-07 Nando's Peri Peri

ADDISON



Case MR2023-07 Nando's Peri Peri

ADDISON

SIGN CODE COMPLIANCE REVIEW

- Murals are defined as **attached signs** by the Town's sign ordinance:
 - *...any sign attached to, applied on or supported by any part of a building (such as a wall, roof, window, canopy, awning, arcade or marquee) which encloses or covers usable space.*
- The proposed mural exceeds maximum area for an attached sign.
- Approval of the proposed mural would cause the restaurant to exceed the maximum number of attached wall signs per façade.



Side Elevation-East

600.6 SQ. FT.



Rear Elevation-North

399.5 SQ. FT.

MERITORIOUS EXCEPTION CRITERIA:

- The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Applicant's proposed mural meets this criteria:

- The mural is intended to improve the appearance of an otherwise blank façade.
- The color palette and design is intended to represent the restaurant's South African heritage.

RECOMMENDATION:

Staff recommends **approval of the request.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR NANDO’S PERI PERI, A RESTAURANT LOCATED AT 5100 BELT LINE ROAD, SUITE 728, TO ALLOW A 1,000 SQUARE-FOOT MURAL ON PORTIONS THE NORTH AND EAST FACADES AND TO EXCEED THE MAXIMUM NUMBER OF ATTACHED WALL SIGNS ON THE NORTH FACADE; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and positively contributes to the visual aesthetic of the Town.

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

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

SECTION 2. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted for Nando’s Peri Peri, a restaurant located at 5100 Belt Line Road, Suite 728, to allow a 1,000 square-foot mural and to allow two attached wall signs on the north facade, as depicted in **Exhibit A**. Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **23RD** day of **JANUARY 2024**.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, Interim City Secretary

Whitt L. Wyatt, City Attorney

EXHIBIT A

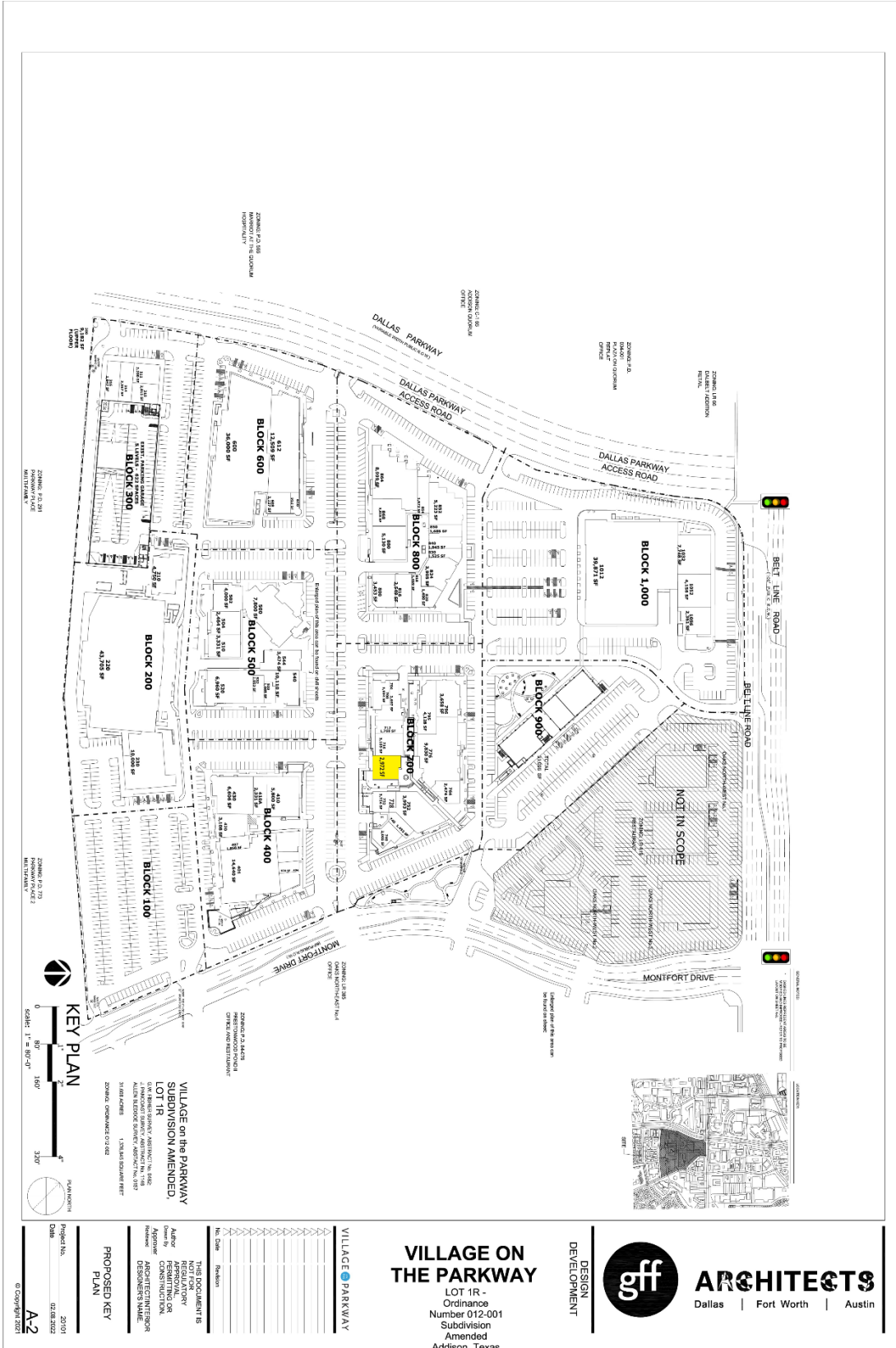
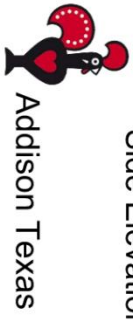


EXHIBIT A

Exterior Elevation



Side Elevation-East

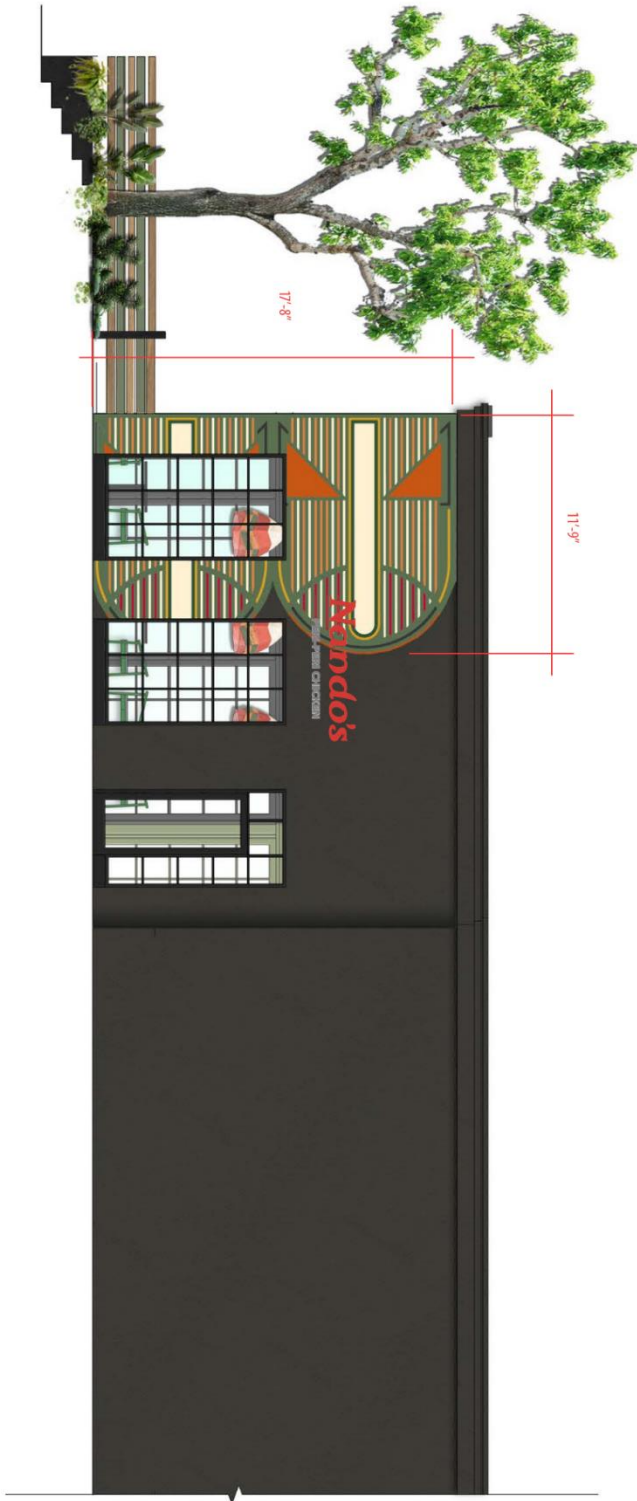


Addison Texas

FUSION
design and architecture

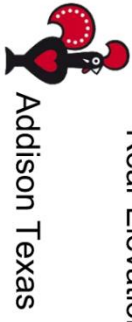
EXHIBIT A

Exterior Elevation



Rear Elevation-North

399.5 SQ. FT.



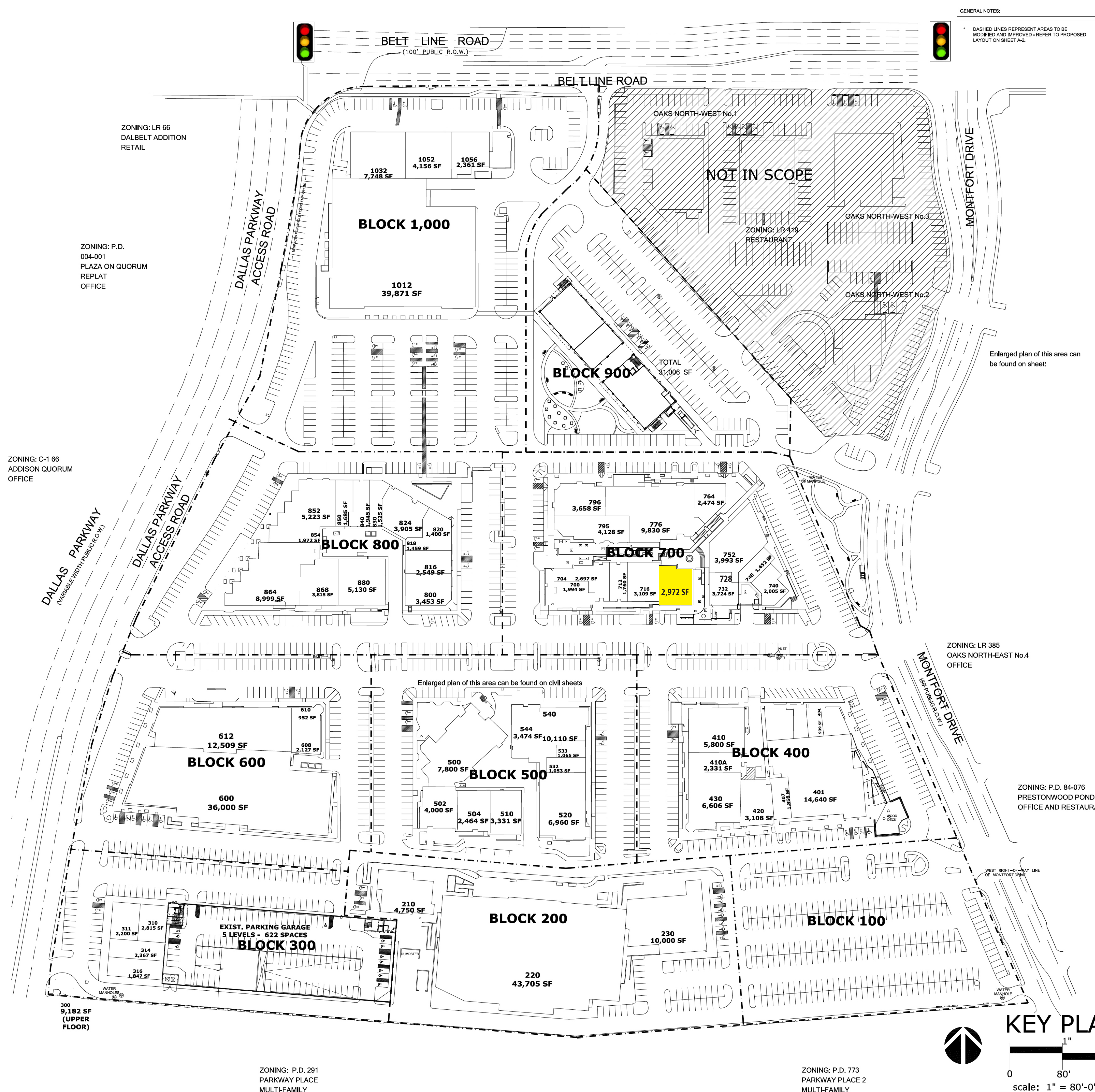
FUSION
design and architecture

No.	Date	Revision

THIS DOCUMENT IS
 NOT FOR
 REGULATORY
 APPROVAL,
 PERMITTING OR
 CONSTRUCTION.

Author: _____
 Drawn By: _____
 Approver: _____
 Reviewed: _____
 ARCHITECT/INTERIOR
 DESIGNER'S NAME.

Project No. 20101
 Date 02.08.2022



**VILLAGE on the PARKWAY
 SUBDIVISION AMENDED,
 LOT 1R**
 G.W. FISHER SURVEY, ABSTRACT No. 0482;
 J. PANCOAST SURVEY, ABSTRACT No. 1146
 ALLEN BLEDSOE SURVEY, ABSTRACT No. 0157
 31.608 ACRES 1,376,845 SQUARE FEET
 ZONING: ORDINANCE 012-002

ZONING: LR 66
 DALBELT ADDITION
 RETAIL

ZONING: P.D.
 004-001
 PLAZA ON QUORUM
 REPLAT
 OFFICE

ZONING: C-1 66
 ADDISON QUORUM
 OFFICE

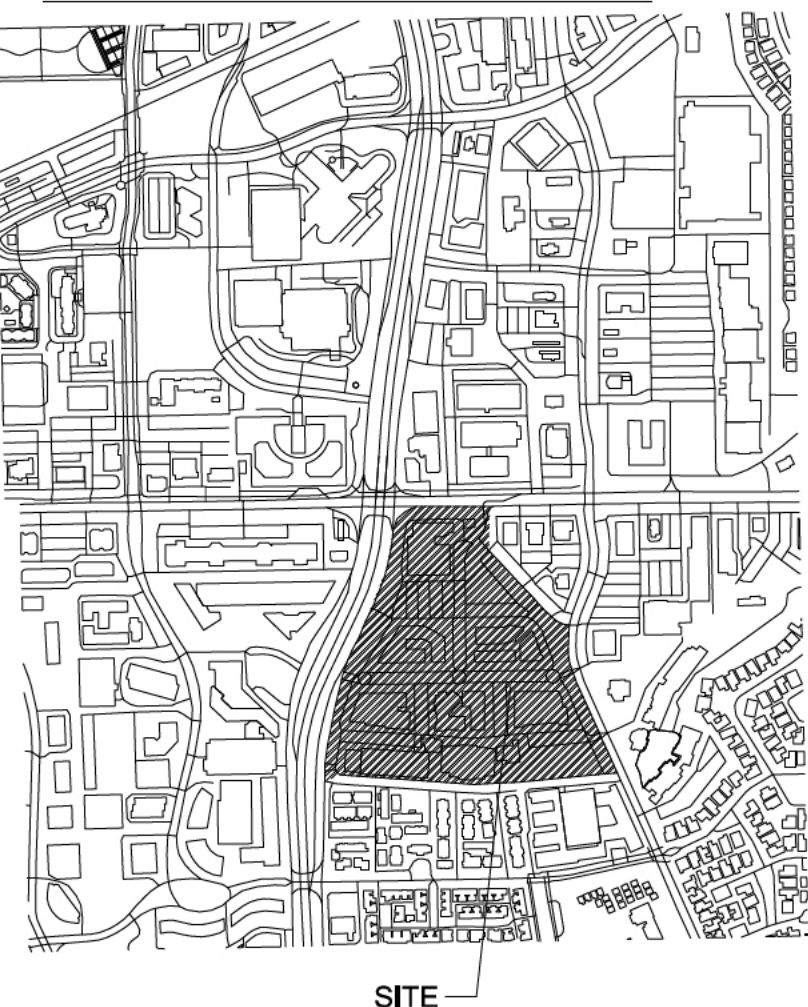
ZONING: P.D. 566
 MARRIOTT AT THE QUORUM
 HOSPITALITY

ZONING: P.D. 291
 PARKWAY PLACE
 MULTI-FAMILY

ZONING: P.D. 773
 PARKWAY PLACE 2
 MULTI-FAMILY

GENERAL NOTES:
 * DASHED LINES REPRESENT AREAS TO BE
 MODIFIED AND IMPROVED - REFER TO PROPOSED
 LAYOUT ON SHEET #2.

LOCATION KEY:
 SITE



Enlarged plan of this area can
 be found on sheet

Enlarged plan of this area can be found on civil sheets

NOT IN SCOPE

ZONING: LR 385
 OAKS NORTH-EAST No.4
 OFFICE

ZONING: P.D. 84-076
 PRESTONWOOD POND II
 OFFICE AND RESTAURANT

DALLAS PARKWAY
 (VARIABLE WIDTH PUBLIC R.O.W.)

DALLAS PARKWAY
 ACCESS ROAD

MONTFORT DRIVE
 (PUBLIC R.O.W.)

MONTFORT DRIVE
 (PUBLIC R.O.W.)

WEST RIGHT-OF-WAY LINE
 OF MONTFORT DRIVE

300
 9,182 SF
 (UPPER
 FLOOR)

WATER
 MANHOLE

WATER
 MANHOLE

BELT LINE ROAD
 (100' PUBLIC R.O.W.)

BELT LINE ROAD

DALLAS PARKWAY
 ACCESS ROAD

ZONING: LR 66
 DALBELT ADDITION
 RETAIL

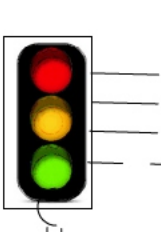
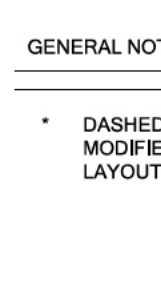
ZONING: P.D.
 004-001
 PLAZA ON QUORUM
 REPLAT
 OFFICE

ZONING: C-1 66
 ADDISON QUORUM
 OFFICE

ZONING: P.D. 566
 MARRIOTT AT THE QUORUM
 HOSPITALITY

ZONING: P.D. 291
 PARKWAY PLACE
 MULTI-FAMILY

ZONING: P.D. 773
 PARKWAY PLACE 2
 MULTI-FAMILY

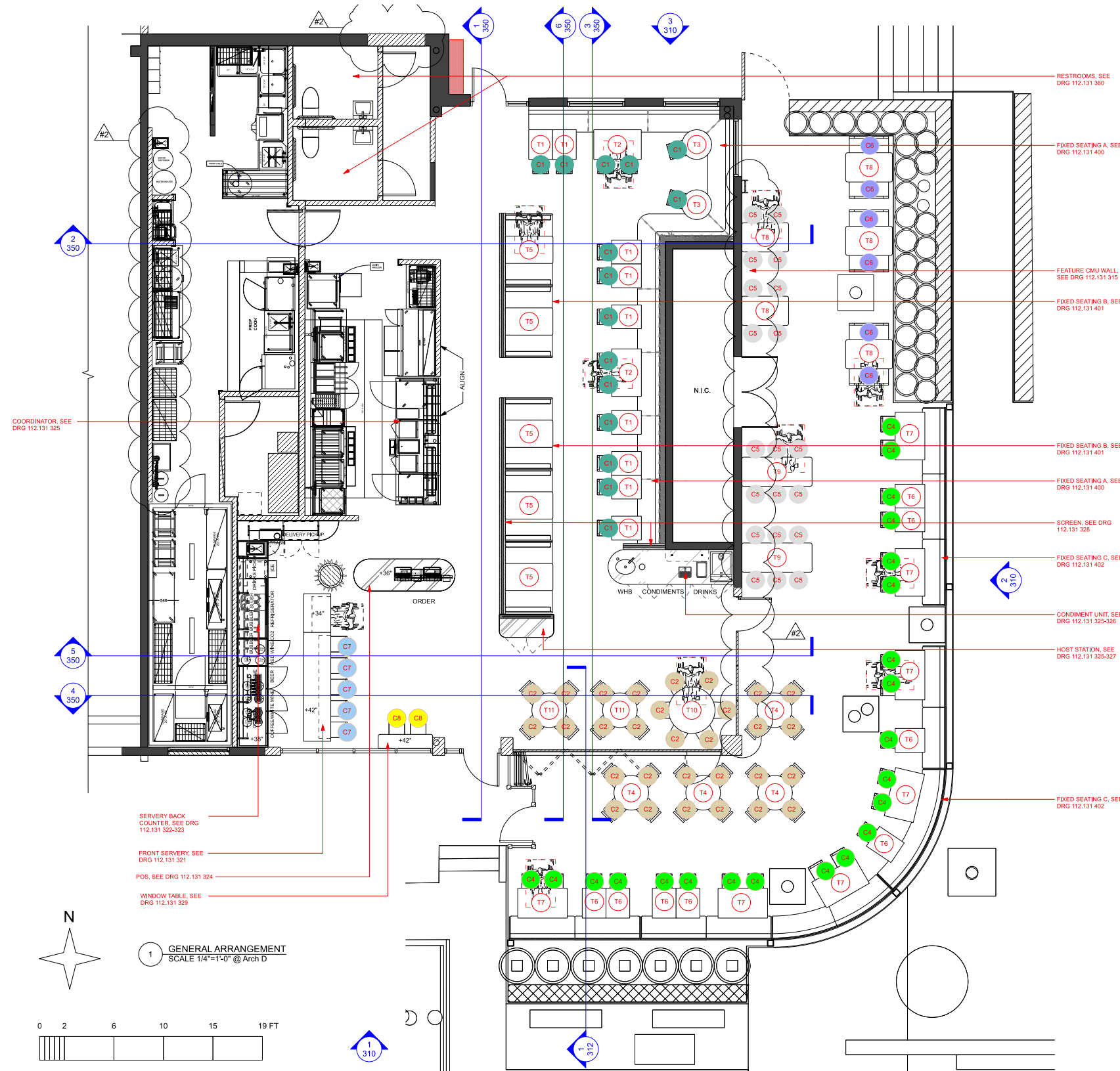




 **NANDO'S - ADDISON TX**
EXTERIOR ELEVATIONS- 12/01/23

FUSION
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GA Plan



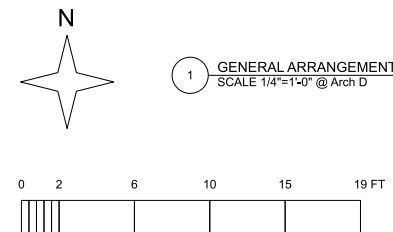
KEY	No.	DESCRIPTION
C1	15No.	DINING CHAIR REFER TO SCHEDULE
C2	30No.	DINING CHAIR REFER TO SCHEDULE
C3	0No.	OMITTED
C4	22No.	EXTERNAL CHAIR REFER TO SCHEDULE
C5	20No.	EXTERNAL STOOL REFER TO SCHEDULE
C6	6No.	EXTERNAL BENCH REFER TO SCHEDULE
C7	5No.	INTERNAL STOOL REFER TO SCHEDULE
C8	2No.	INTERNAL STOOL REFER TO SCHEDULE

KEY	No.	DESCRIPTION
T1	9No.	DINING TABLE REFER TO SCHEDULE
T2	2No.	DINING TABLE REFER TO SCHEDULE
T3	2No.	DINING TABLE REFER TO SCHEDULE
T4	4No.	EXTERNAL DINING TABLE REFER TO SCHEDULE
T5	5No.	BESPOKE DINING TABLE REFER TO SCHEDULE
T6	8No.	DINING TABLE REFER TO SCHEDULE
T7	7No.	EXTERNAL DINING TABLE REFER TO SCHEDULE
T8	5No.	EXTERNAL DINING TABLE REFER TO SCHEDULE
T9	2No.	EXTERNAL DINING TABLE REFER TO SCHEDULE
T10	1No.	BESPOKE DINING TABLE REFER TO SCHEDULE
T11	2No.	BESPOKE DINING TABLE REFER TO SCHEDULE

AREA
GROSS GRD FLOOR = 258 SQ M / 2781 SQ FT

COVERS
INTERNAL COVERS = 64
WAITING=7
EXTERNAL COVERS = 86

1 GENERAL ARRANGEMENT
SCALE 1/4"=1'-0" @ Arch D



RESTROOMS, SEE DRG 112.131.300

FIXED SEATING A, SEE DRG 112.131.400

FEATURE CMU WALL, SEE DRG 112.131.315

FIXED SEATING B, SEE DRG 112.131.401

FIXED SEATING B, SEE DRG 112.131.401

FIXED SEATING A, SEE DRG 112.131.400

SCREEN, SEE DRG 112.131.328

FIXED SEATING C, SEE DRG 112.131.402

CONDIMENT UNIT, SEE DRG 112.131.325-326

HOST STATION, SEE DRG 112.131.325-327

FIXED SEATING C, SEE DRG 112.131.402

COORDINATOR, SEE DRG 112.131.325

SERVERY BACK COUNTER, SEE DRG 112.131.322-323

FRONT SERVERY, SEE DRG 112.131.321

POS, SEE DRG 112.131.324

WINDOW TABLE, SEE DRG 112.131.329

LJP ARCHITECTS PC
9138 MAYFIELD AVE
OAK LAWN, IL 60453
708.217.2152
WWW.LJPARCHITECTS.COM

FUSION
design and architecture

4 Raborough Street London SE1 0HE
Tel: 020 7268 9882 Fax: 020 7268 9884
email: info@fusionrds.co.uk

NANDO'S PERI-PERI CHICKEN
5100 BELT LINE RD. STE 728
ADDISON, TX 75254

#2 FOR CONSTRUCTION 05.31.23

NO.	REVISION	DATE
PROJECT NO.	2022.057	
DATE	12.08.22	
SHEET	GENERAL ARRANGEMENT PLAN	112.131/200

FOR CONSTRUCTION
DRAWN BY: EM
CHECKED BY: SD

THESE DRAWINGS AND SPECIFICATIONS ARE CONSIDERED AND SUBJECT TO COPYRIGHT PROTECTION AS AN INDUSTRIAL WORKS UNDER SECTION 17.02 OF THE COPYRIGHT ACT 17 U.S.C. AS AMENDED JANUARY 2016. THE PROTECTION INCLUDES, WITHOUT LIMITATION, THE OVERALL FORM, ARRANGEMENT AND COMPOSITION OF SPACES, AND ELEMENTS OF DESIGN, UNDER SUCH PROTECTION. UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS MAY BE SUBJECT TO LEGAL ACTION AND PENALTY UNDER FEDERAL AND STATE LAWS.



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design and architecture

Exterior Elevation



Front Entry Elevation



Addison Texas

Exterior Elevation



Side Elevation-East

600.6 SQ. FT.



Addison Texas

FUSION
design and architecture

Exterior Elevation



Rear Elevation-North

399.5 SQ. FT.



Addison Texas

City Council (FY24)

5. c.

Meeting Date: 01/23/2024

Department: Development Services

AGENDA CAPTION:

Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Frost Bank, located at 3820 Belt Line Road, in order to allow Frost Bank to construct a detached single-tenant pole sign within the Addison Town Center Special District. (Case MR2023-06/3820 Belt Line Road - Frost Bank).

BACKGROUND:

Frost Bank is currently under construction at 3820 Belt Line Road. The new bank requires a Meritorious Exception to the Town's Sign Ordinance, in order to construct a new detached pole sign on site. The site is within an existing special sign district, *Addison Town Center*. This district encompasses approximately 42 acres located at the southeast corner of Belt Line Road and Marsh Lane. The proposed pole sign meets all minimum standards for a detached single-tenant pole sign, including setback, effective area, and cabinet dimensions.

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

- Town of Addison Code of Ordinances, Chapter 62 (Signs)
 - Section 62-33. – Meritorious exceptions.
 - (d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Staff believes that the hardship criteria of the Meritorious Exception requirements have been met for the proposed detached single-tenant pole sign. The intent of the original sign district was to create a shopping center with unified and cohesive signage, allowing only attached wall signs or centrally located multi-tenant signs. Since its creation, the district has subdivided, changed ownership, and had incremental redevelopment. These conditions have led to a lack of cohesion and warrant additional signage opportunities for single-tenant sites.

The applicant is proposing to meet all dimensional requirements for a detached pole sign. Additionally, this proposal is consistent with the character of the surrounding area, and strict compliance with the Addison Town Center special district would prevent Frost Bank from constructing any detached signage on their site, which is a common condition in the Belt Line corridor.

RECOMMENDATION:

Administration recommends approval.

Attachments

MR2023-06 Presentation

MR2023-06 Ordinance

MR2023-06 Plans

**Frost Bank
Meritorious Exception
(MR2023-06)**

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

Case MR2023-06 Frost Bank

ADDISON

LOCATION:

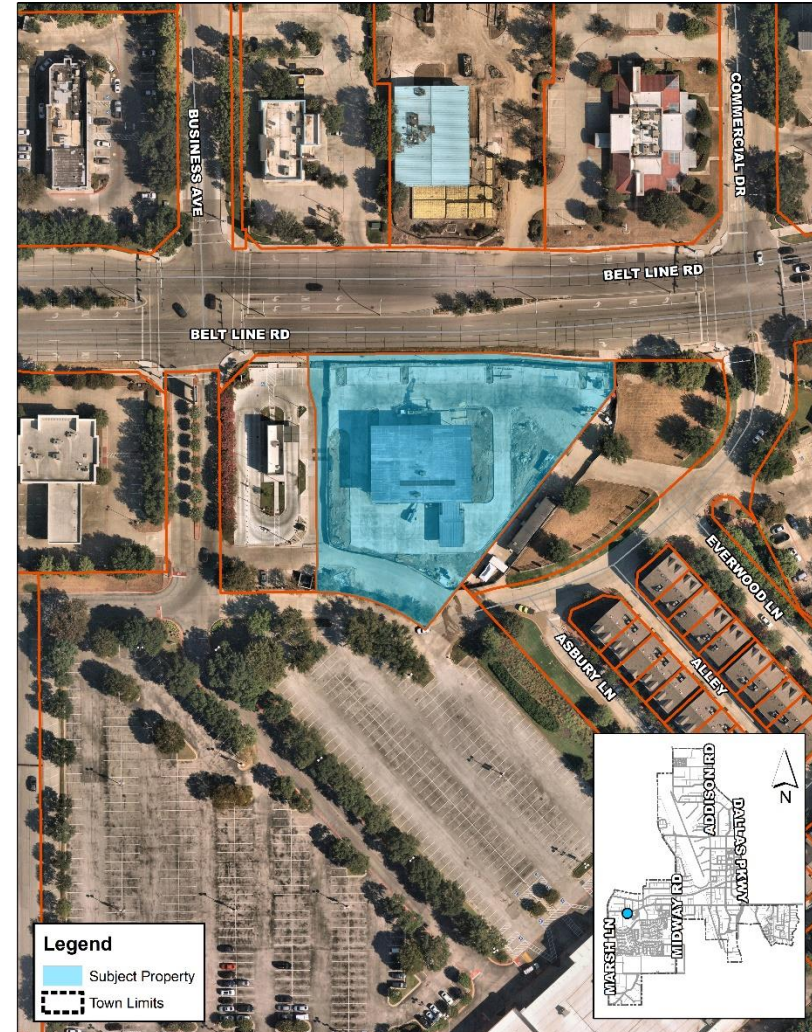
3820 Belt Line Road

REQUEST:

Approval of a Meritorious Exception to allow a detached single-tenant pole sign within the Addison Town Center Special Sign District for Frost Bank.

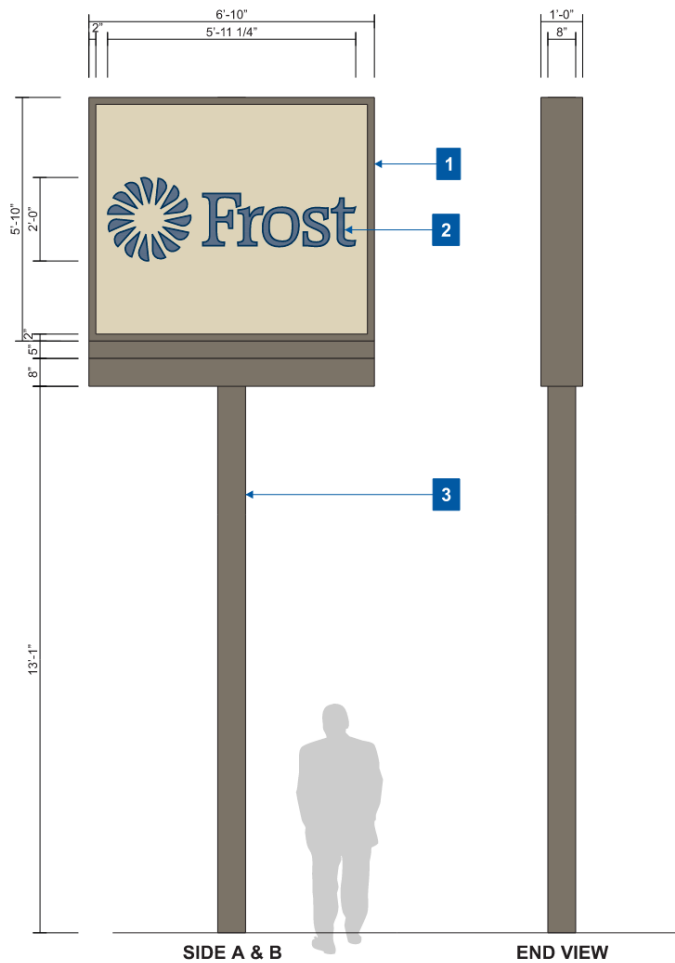
ACTION REQUIRED:

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

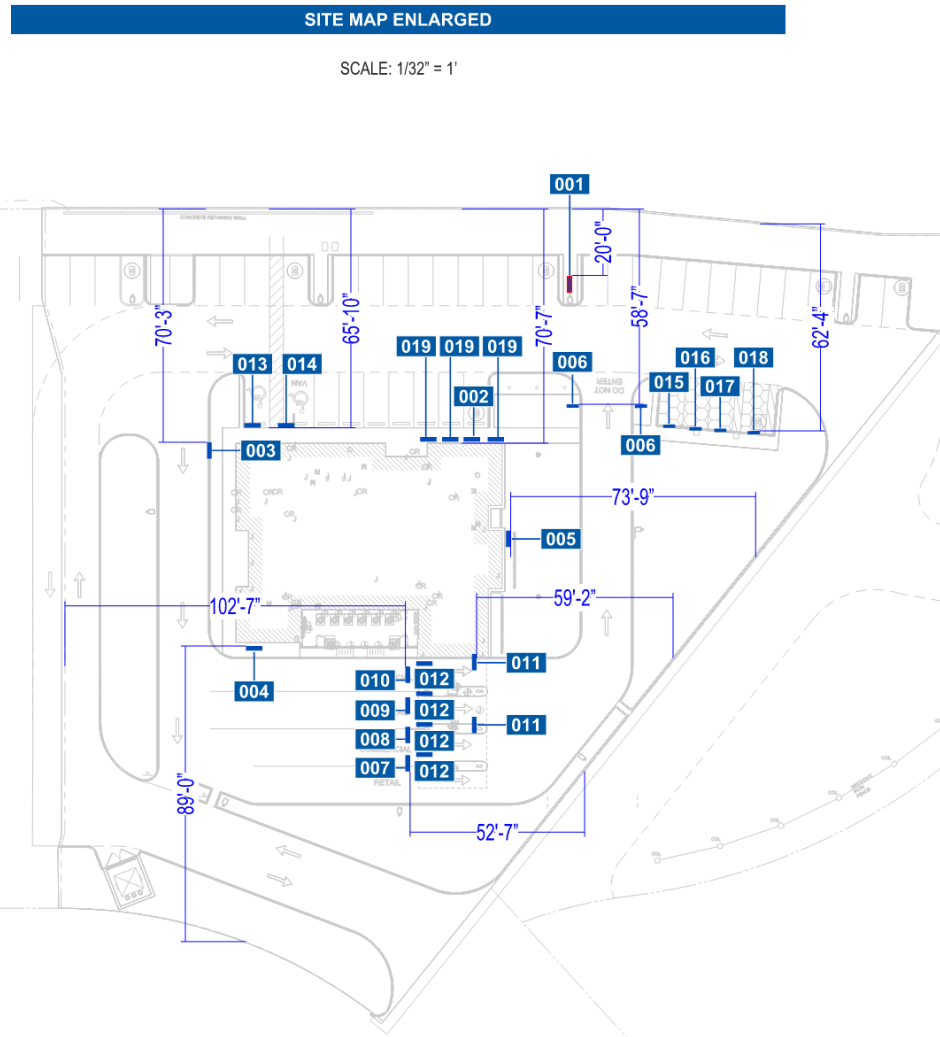


Case MR2023-06 Frost Bank

ADDISON

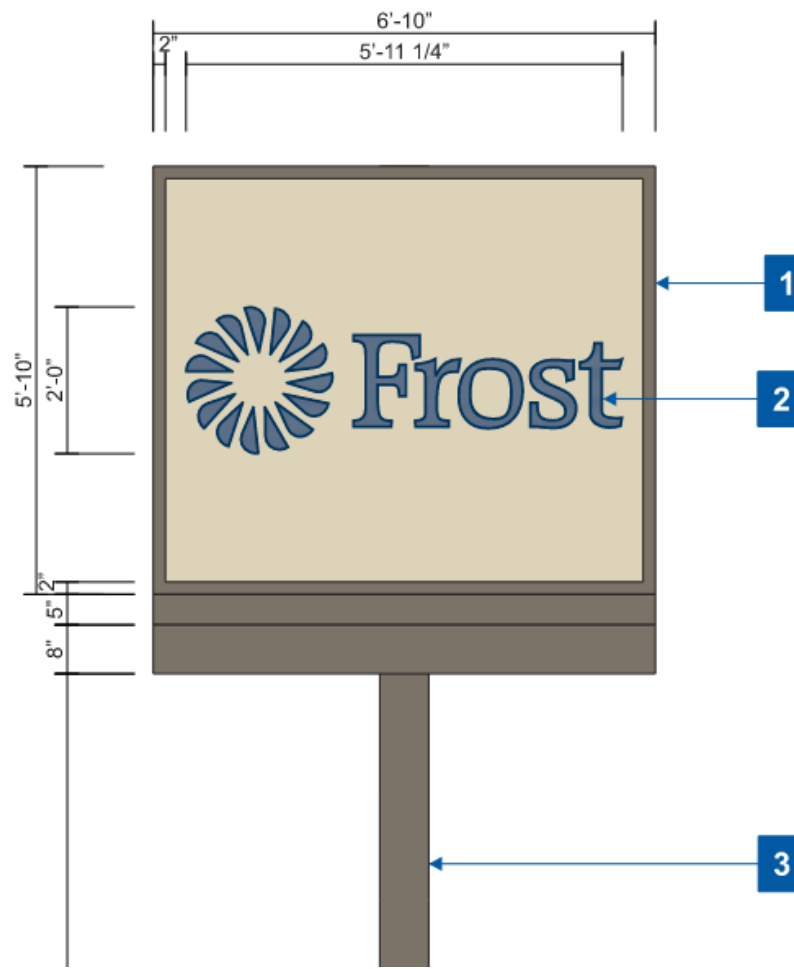


001 D/F ILLUMINATED PYLON
SCALE: 3/8" = 1' - QTY 1



SIGN CODE COMPLIANCE REVIEW

- The existing pole sign complies with all dimensional requirements for a detached single-tenant pole sign.
- Applicant Justification:
 - The proposed pole sign is consistent with the area.
 - To not have a pole sign would present an unnecessary disadvantage for Frost Bank, as this is a common condition in the Belt Line corridor.



MERITORIOUS EXCEPTION CRITERIA:

- The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Proposal does meet hardship criteria:

- The subject property and remainder of the shopping center are not under common ownership.
- The shopping center, Addison Town Center, is redeveloping in a manner that is inconsistent with the original intent of the special sign district.
- The sign is consistent with existing pole signs within the surrounding area.
- The proposed sign complies with Town standards for a detached pole sign.

RECOMMENDATION:

Staff recommends **approval of the request.**

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR FROST BANK, A BANK LOCATED AT 3820 BELT LINE ROAD, TO ALLOW A DETACHED SINGLE-TENANT POLE SIGN WITHIN THE ADDISON TOWN CENTER SPEICAL DISTRICT; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and positively contributes to the visual aesthetic of the Town.

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

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

SECTION 2. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted for Frost Bank, a bank located at 3820 Belt Line Road, to allow a detached single-tenant pole sign, as depicted in **Exhibit A**. Except as permitted herein, all other signage on the Property shall comply with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance, be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **23RD** day of **JANUARY 2024**.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

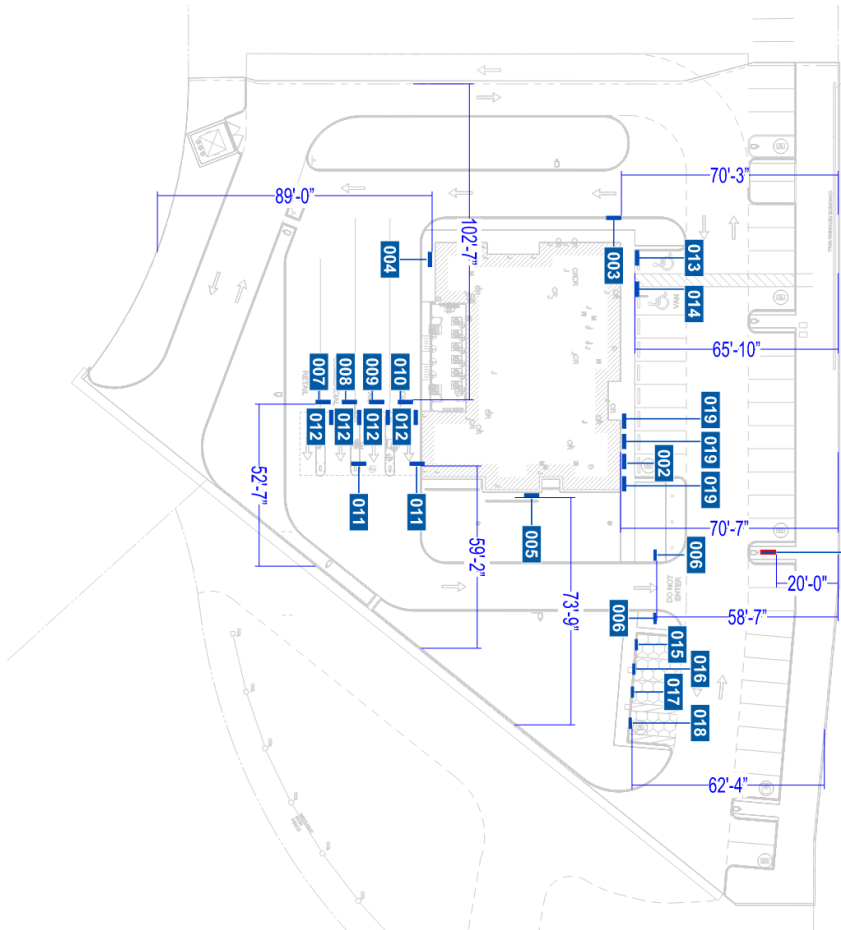
ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, Interim City Secretary

Whitt L. Wyatt, City Attorney

EXHIBIT A



SITE MAP ENLARGED

SCALE: 1/32" = 1'

SIGN	SIGN TYPE	QTY	ITEM DESCRIPTION
001	CUSTOM	1	DE ILLUMINATED Pylon
002	ICL 36 W	1	ILLUMINATED CHANNEL LETTERS
003	ICL 36 W	1	ILLUMINATED CHANNEL LETTERS
004	ICL 36	1	ILLUMINATED CHANNEL LOGO LETTERS
005	ICL 24	1	ILLUMINATED CHANNEL LOGO LETTERS
006	DS 01	2	FREESTANDING DIRECTIONAL SIGN
007	LD 01	1	COMMERCIAL - DRIVE THRU CANOPY
008	LD 01	1	ATM PERSONAL - DRIVE THRU CANOPY
009	LD 01	1	COMM PERSONAL - DRIVE THRU CANOPY
010	LD 01	1	PERSONAL - DRIVE THRU CANOPY
011	LD 02	2	DO NOT ENTER - DRIVE THRU CANOPY
012	DSS 01	4	DEPOSIT SLIP STAND
013	PS 01	1	PARKING SIGN W/ VAN
014	PS 01	1	PARKING SIGN
015	PS 03	1	EV PARKING SIGNAGE - USE LAST
016	PS 03	1	EV PARKING SIGNAGE
017	PS 03	1	EV PARKING SIGNAGE
018	PS 03	1	EV PARKING SIGNAGE
019	WS 01	4	WINDOW GRAPHICS - CLINGS

NOTES

-EXACT DIRECTIONAL LOCATIONS TO BE VERIFIED

972.219.2495

CLIENT
Frost - Addison

ADDRESS
3020 Britton Rd
Addison, TX 75001

DATE: 9.12.22
DESIGNER: AM
PROJECT MANAGER: ZS

DRAWING NO.
OP007/8/-11
XXXX

REVISION	DATE
1. Revise Per Mark-Up provided by PM	01.17.23
2. Revise Per Mark-Up provided by PM	02.24.23
3. Revise Per Mark-Up provided by PM	03.21.23
4. Revise Per Mark-Up provided by PM	02.13.23
5. Revise Per Mark-Up provided by PM	02.15.23
6. Add Window Graphics per PM request	03.15.23
7. Change "connect sign" to "new sign" and "blue sign" to "blue sign"	03.30.23
8. Update clear story signs to have white faces blue cans + added ev parking signs	04.10.23

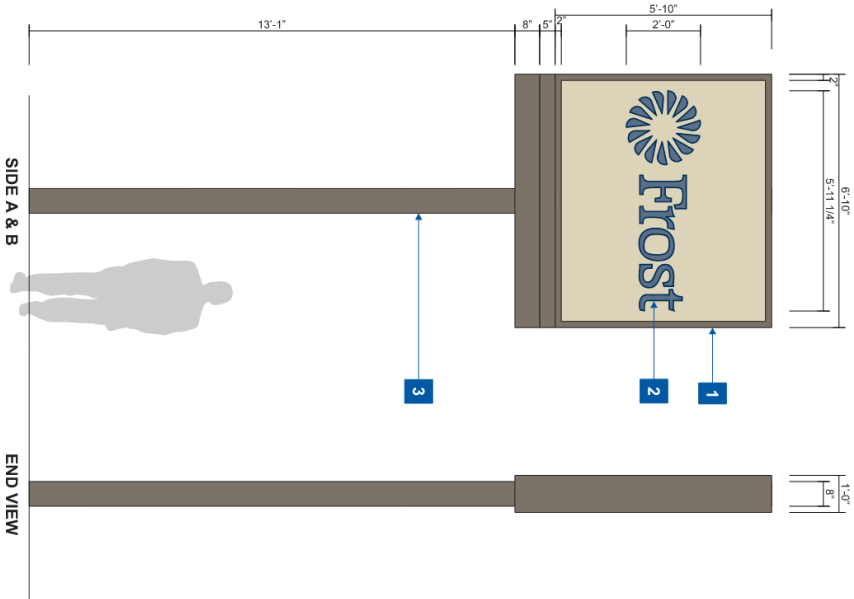
APPROVAL DATE -
APPROVED BY -

This sign is intended to be installed in accordance with the requirements of Article 609 of the National Electrical Code 2017 and/or other applicable local codes. This includes proper grounding and the sign may change due to construction factors or exact field conditions. Color shown areas close as printing will allow. Always follow written instructions. It may not be reproduced in any manner without prior consent.

PAGE 2 OF 15
WWW.SSCSIGNS.COM

EXHIBIT A

D/F ILLUMINATED PYLON



001 D/F ILLUMINATED PYLON
SCALE: 3/8" = 1' - QTY 1

SPECIFICATIONS

1. FABRICATED ALUMINUM PYLON SIGN WITH STEEL FRAME STRUCTURE
2. CABINET TO HAVE 3/4" #7328 WHITE ACRYLIC FACE WITH 3M 3630 441 BT BEIGE VINYL BACKGROUND WITH PERFORATED 2ND SURFACE BLOCKOUT LOGO WILL BE 3635-210 PMS404C PERFORATED VINYL WITH 1/8" KEYLINE OUT LINE TO MATCH PMS404C. RETAINERS AND RETURNS PAINT TO MATCH PMS404C. INTERNALLY ILLUMINATED WITH WHITE LEDS STICKS PMS404C
3. 8"X8" SQ POLE PAINTED TO MATCH PMS404C

***RETAILORED LOG**

SSC

SIGNS & LIGHTING

972.219.2495

CLIENT
Frost - Addison

ADDRESS
5820 Bellmead Rd
Addison, TX US 75001

DATE: 9/12/22
DESIGNER: AM
PROJECT MANAGER: ZS

DRAWING NO.
OP007787-11
XXXX

REVISION	DATE
1. Revised Per Mark-Up	01/17/23
2. Revised Per Mark-Up	01/23/23
3. Revised Per Mark-Up	01/24/23
4. Revised Per Mark-Up	02/13/23
5. Revised Per Mark-Up	02/15/23
6. TMS Window Graphics	03/15/23
7. Request	AM
8. Request "Customer sign"	03/15/23
9. Request "Sign per all" and	04/04
10. Request "Sign per all" and	04/04
11. Request "Sign per all" and	04/04
12. Request "Sign per all" and	04/04
13. Request "Sign per all" and	04/04
14. Request "Sign per all" and	04/04
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71. Request "Sign per all" and	04/04
72. Request "Sign per all" and	04/04
73. Request "Sign per all" and	04/04
74. Request "Sign per all" and	04/04
75. Request "Sign per all" and	04/04
76. Request "Sign per all" and	04/04
77. Request "Sign per all" and	04/04
78. Request "Sign per all" and	04/04
79. Request "Sign per all" and	04/04
80. Request "Sign per all" and	04/04
81. Request "Sign per all" and	04/04
82. Request "Sign per all" and	04/04
83. Request "Sign per all" and	04/04
84. Request "Sign per all" and	04/04
85. Request "Sign per all" and	04/04
86. Request "Sign per all" and	04/04
87. Request "Sign per all" and	04/04
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89. Request "Sign per all" and	04/04
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91. Request "Sign per all" and	04/04
92. Request "Sign per all" and	04/04
93. Request "Sign per all" and	04/04
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95. Request "Sign per all" and	04/04
96. Request "Sign per all" and	04/04
97. Request "Sign per all" and	04/04
98. Request "Sign per all" and	04/04
99. Request "Sign per all" and	04/04
100. Request "Sign per all" and	04/04

APPROVAL DATE -
APPROVED BY -

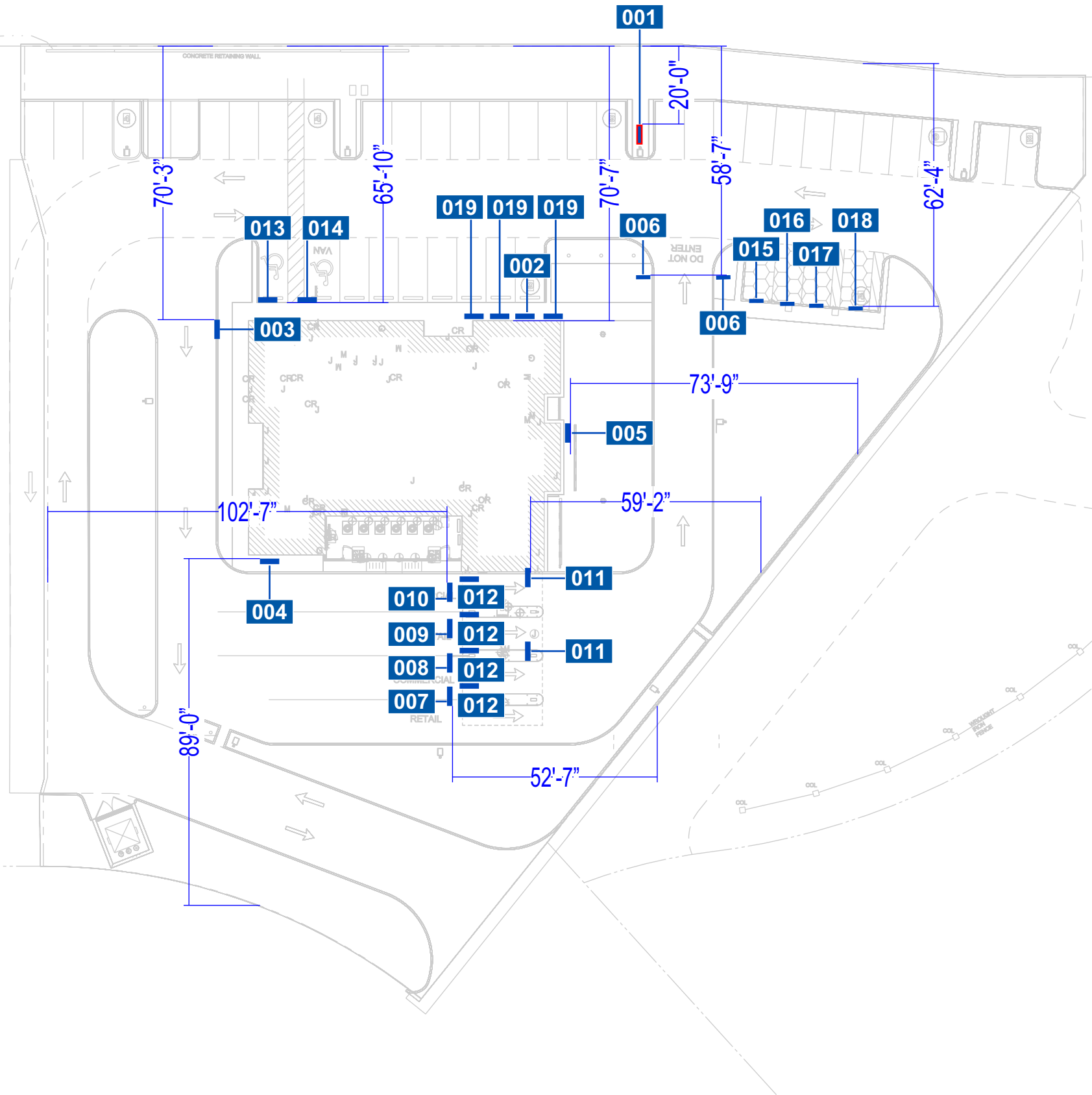
This sign is intended to be installed in accordance with requirements of Article 600 of the National Electrical Code 2017 and/or other applicable local codes. This includes proper grounding and all applicable sign requirements due to construction factors or exact field conditions. Color shown areas close as printing will allow. Always follow written instructions. If any discrepancy may not be reproduced in any manner without prior consent.

PAGE 3 OF 15

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SITE MAP ENLARGED

SCALE: 1/32" = 1'



SIGN SCHEDULE			
SIGN	SIGN TYPE	QTY	ITEM DESCRIPTION
001	CUSTOM	1	D/F ILLUMINATED PYLON
002	ICL.36.W	1	ILLUMINATED CHANNEL LETTERS
003	ICL.36.W	1	ILLUMINATED CHANNEL LETTERS
004	ICL.36	1	ILLUMINATED CHANNEL LOGO/LETTERS
005	ICL.24	1	ILLUMINATED CHANNEL LOGO/LETTERS
006	DS.01	2	FREESTANDING DIRECTIONAL SIGN
007	LD.01	1	COMMERCIAL - DRIVE THRU CANOPY
008	LD.01	1	ATM. PERSONAL - DRIVE THRU CANOPY
009	LD.01	1	COMM PERSONAL - DRIVE THRU CANOPY
010	LD.01	1	PERSONAL - DRIVE THRU CANOPY
011	LD.02	2	DO NOT ENTER - DRIVE THRU CANOPY
012	DSS.01	4	DEPOSIT SLIP STAND
013	PS.01	1	PARKING SIGN W/ VAN
014	PS.01	1	PARKING SIGN
015	PS.03	1	EV PARKING SIGNAGE - USE LAST
016	PS.03	1	EV PARKING SIGNAGE
017	PS.03	1	EV PARKING SIGNAGE
018	PS.03	1	EV PARKING SIGNAGE
019	WS.01	4	WINDOW GRAPHICS - CLINGS

NOTES

-EXACT DIRECTIONAL LOCATIONS TO BE VERIFIED



CLIENT
 Frost - Addison

ADDRESS
 3820 Beltline Rd
 Addison, TX US 75001

DATE: 9.12.22
DESIGNER: AM
PROJECT MANAGER: ZS

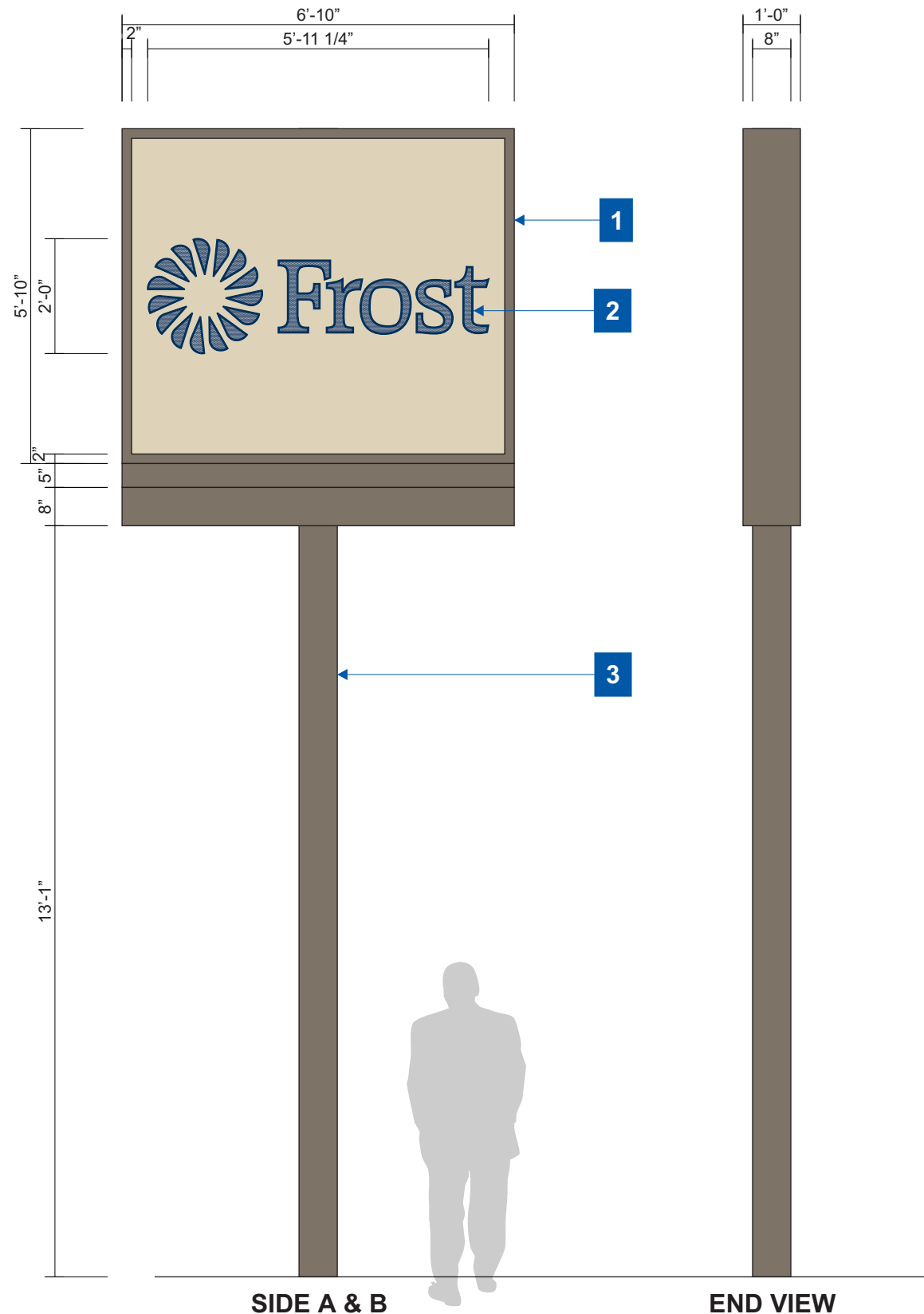
DRAWING NO.
 OP007787-11
 XXXX

REVISION	DATE
1. Revise Per Mark-Up provided by PM	01.17.23 AM
2. Revise Per Mark-Up provided by PM	01.23.23 AM
3. Revise Per Mark-Up provided by PM	01.24.23 AM
4. Revise Per Mark-Up provided by PM	02.13.23 AM
5. Revise Per Mark-Up provided by PM	02.15.23 AM
6. Add Window Graphics per PM request	03.15.23 AM
7. changed "Clearstory signs" to Blue cans, blue perf, and blue keyline.	03.31.23 DAA
8. updated clear story signs to have white faces blue cans + added ev parking signs	04.10.23 KY

APPROVAL DATE -
APPROVED BY -

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D/F ILLUMINATED PYLON



001 D/F ILLUMINATED PYLON
SCALE: 3/8" = 1' - QTY 1

SPECIFICATIONS

1. FABRICATED ALUMINUM PYLON SIGN WITH STEEL FRAME STRUCTURE
2. CABINET TO HAVE 3/16" #7328 WHITE ACRYLIC FACE WITH 3M 3630-149 LT. BEIGE VINYL BACKGROUND WITH APPLIED 2ND SURFACE BLOCKOUT. LOGO WILL BE 3635-210 PMS540C PERFORATED VINYL WITH 1/8" KEYLINE OUT LINE TO MATCH PMS540C. RETAINERS AND RETURNS PAINT TO MATCH PMS404C. INTERNALLY ILLUMINATED WITH WHITE LEDS STICKS
3. 8"X8" SQ POLE PAINTED TO MATCH PMS404C

***RETAILORED LOG**



CLIENT

Frost - Addison

ADDRESS

3820 Beltline Rd
Addison, TX US 75001

DATE: 9.12.22

DESIGNER: AM

PROJECT MANAGER: ZS

DRAWING NO.

OP007787-11
XXXX

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APPROVAL DATE -

APPROVED BY -

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- 3M SCOTCHCAL 3635-210 PMS 540C
- 1/4" PMS 540C OUTLINE - OPQ
- BLOCKOUT VINYL
- 3M 3630-149 LT. BEIGE VINYL
- PAINT TO MATCH PMS 404 C