



Addison City Council Meeting

June 25, 2024

Addison Conference Centre

15650 Addison Road

Addison, Texas 75001

**AMENDED 6/24 at 11:06am - Updated Presentation
for Work Session Item #4c**

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 5:00 PM.

1. **Call Meeting to Order and Announce that a Quorum is Present.**
2. **Citizen Comments on the Consent Agenda Items.** This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the beginning of this item.
3. **Council Member Clarification Requests Regarding Consent Agenda Items.**
 - a. Council Questions & Answers
4. **Work Session Reports**
 - a. Present and discuss progress on the Parkland Dedication and Development Fee Study.

- b. Present and discuss the management of the Urban Forest and the Tree Mitigation Fund In Addison.
- c. Present and discuss the Fiscal Year 2025 Five-Year Capital Improvement Program and Issuance of Proposed 2024 Certificates of Obligation.
- d. Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:00 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 June 11, 2024 City Council Meeting.
 - b. Consider action on a Resolution appointing Valencia Garcia to serve as the City Secretary.
 - c. Consider action on a Resolution re-appointing Gary Slagel to a two-year term on the Dallas Area Rapid Transit (DART) Board of Directors.
 - d. Consider action on a Resolution providing for the appointment of City Council liaisons to various local organizations.
 - e. Consider action on a Resolution approving a Memorandum of Understanding between the Town of Addison, Texas and New Taipei City, Taiwan to become Friendship Cities.
 - f. Consider action on a Resolution approving a contract agreement with J.B. & Co., LLC for the Hutton Branch Outfall and authorizing the City Manager to execute the contract in an amount not to exceed \$192,600.
 - g. Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding traffic intersection and signal improvements at Arapaho Road and Surveyor Boulevard and authorize the City Manager to execute the agreement in an amount not to exceed \$124,500.
 - h. Consider action on a Resolution declaring an emergency for needed repairs on the Engineered Materials Arresting System (EMAS) at the Addison Airport and ratifying actions to repair the EMAS System in the amount of \$190,519.16.
5. **Public Hearings.**

- a. Hold a public hearing, present, discuss, and consider action on a request to amend Planned Development (PD) District, Ordinance O22-3, for a 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road, in order to modify the development plans to allow for the construction of a covered parking structure and dumpster enclosure. Case 1907-Z/Prestonwood Place Amendment
- b. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5000 Belt Line Road, Suite 230, that is currently zoned Planned Development (PD), through Ordinance No. 004-001, to allow a restaurant. Case 1914-SUP/5000 Belt Line Road, Suite 230 Road (Halal Guys).
- c. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 3767 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance Nos. 092-037 and 097-018, to allow a restaurant. Case 1917-SUP/3767 Belt Line Road (Krak Boba).

6. **Items for Individual Consideration.**

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

8. **Adjourn Meeting.**

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

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

Posted by: _____

Date posted: _____ Time posted: _____

Date removed from bulletin board: _____

Removed by: _____

City Council (FY24)

3. a.

Meeting Date: 06/25/2024

Department: City Secretary

AGENDA CAPTION:

Council Questions & 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.

Attachments

Council Questions & Answers Document



Answers to Council Questions – June 25, 2024

Work Session

Item #4a: Present and discuss progress on the Parkland Dedication and Development Fee Study.

Question 1: Will there be a square up on these or are these slides an example of what it would look like with the new fees? (page 30)

Response: This is provided as an example to help Council analyze what is being proposed in comparison to what has been implemented in the past. The proposed ordinance would not apply to projects which have already been approved through the P&Z process.

Item #4b: Present and discuss the management of the Urban Forest and the Tree Mitigation Fund In Addison.

Question 1: On page 48, Beckert Park (at the bottom of the slide), where do those funds come from? Are they budgeted?

Response: The funds will come from funds in the Tree Mitigation Fund and will be included in the budget as an amendment.

Item #4c: Present and discuss the Fiscal Year 2025 Five-Year Capital Improvement Program and Issuance of Proposed 2024 Certificates of Obligation.

Question 1: On page 76, the tax rate is higher than approved. Possible sharpening pencil for income or expenses?

Response: The line labeled “2019 Bond Committee” represents tax rate impacts anticipated from the 2019 bond program. The increases were communicated to residents prior to voter approval. While these figures provide important context, they reflect anticipated impacts from the bond program, not additional debt issuance. The tax rates listed for both the “Current Program” and “Including Police Station and TOD” from 2025 and beyond are conservative estimates that staff believes can be lower based on the following:

- Growth in property values is conservatively estimated at 5% for 2025 and 2.5% per year thereafter and does not include any additional growth that may be associated with the TOD.
- Interest rates are conservatively estimated for 2024 at 4.5% and 5% for all years thereafter.
- Later this year staff will present information regarding Tax Increment Financing



Answers to Council Questions – June 25, 2024

(TIF) for the TOD. This would allow debt service associated with the parking garage and/or the public infrastructure to be funded without impacting the tax rate which could lower the tax rates estimates by as much as 3.5 cents.

Item #4d: Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.

Question 1: On page 96, why is there such a decline in business registration revenues?

Response: The decline in business registration revenues is due to a combination of factors: the attrition of businesses closing, the attrition of employees registered in Munis leaving, a lack of awareness of the program for new businesses, and insufficient enforcement mechanisms. Additionally, the administrative burden to correct these issues exacerbates the problem.

Consent

Item #4f: Consider action on a Resolution approving a contract agreement with J.B. & Co., LLC for the Hutton Branch Outfall and authorizing the City Manager to execute the contract in an amount not to exceed \$192,600.

Question 1: The budget is \$600,000 and actual is \$278,000? So, is this under budget? (Page 145-146)

Response: Yes, this project is \$322,000 under budget. The utilization of soil stabilization instead of removing and replace large sections of concrete resulted in substantial savings for the project.

Item #4g: Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding traffic intersection and signal improvements at Arapaho Road and Surveyor Boulevard and authorize the City Manager to execute the agreement in an amount not to exceed \$124,500.

Question 1: At what Council meeting was this direction given?

Response: This is the second Highway Safety Improvement Program (HSIP) grant awarded to the Town for similar work. The first was last year and included the



Answers to Council Questions – June 25, 2024

replacement of the traffic signals at Business Ave and Belt Line Road. This is the first time this item has been before Council, but the grant was briefly discussed at the Strategic Planning Retreat in February 2024 and was in the Friday Report to Council on May 17, 2024.

The funding for this design will be from the Self-Funded Special Projects Fund.

Item #4h: Consider action on a Resolution declaring an emergency for needed repairs on the Engineered Materials Arresting System (EMAS) at the Addison Airport and ratifying actions to repair the EMAS System in the amount of \$190,519.16.

Question 1: Can we have more explanation on "A claim was filed with TML-IRP to recover costs of the repair"?

Response: The EMAS is insured, as with other Town and Airport properties, through TML-IRP and when damage occurs, we file a claim with our insurance carrier. This is the first step in the process to secure a repair. The airport fund received \$188,019.16 in insurance proceeds from this claim.

Question 2: Does the operator's (American Flyers) insurance will cover the repair cost?

Response: TML-IRP has the option to pursue reimbursement from the insurance carrier for American Flyers through subrogation.

City Council (FY24)

4. a.

Meeting Date: 06/25/2024

Department: Parks & Recreation

Key Focus Areas: Infrastructure Development and Maintenance
Financial Health and Organizational Excellence
Vibrant and Active Community

AGENDA CAPTION:

Present and discuss progress on the Parkland Dedication and Development Fee Study.

BACKGROUND:

The Parks, Recreation and Open Space (PROS) Plan identifies land and funding strategies to help address planning direction and long-term sustainability for Addison parks. Following PROS Plan recommendations, funding was allocated in the FY23/24 budget to undertake a comprehensive study and create an ordinance tailored to address specific needs of the Addison parks system related to growth and redevelopment.

In April 2023, Council entered into an agreement with 110%, Inc. to analyze parkland dedication requirements, a fee-in-lieu of land alternative and park development fees. The objective is to effectively manage the challenges posed by redevelopment and growth in Addison while upholding the current standard of service within our parks system.

Subsequently, a Public Advisory Committee comprised of eight members was appointed by Council in July 2023. Since its formation, 110% Inc. has been actively engaged with the Advisory Committee, Town staff and the Town's legal counsel, convening numerous sessions to define project parameters and seek input on proposed solutions.

The forthcoming update to Council will encompass the following elements:

- **An Overview of the Study** - A summary of the project background, benefits and research conducted.
- **Recommendations** - A description of methodologies used for calculating land values and park development fees in Addison will be shared along with recommended parkland dedication, in-lieu-of and park development fees
- **Comparable Cities & Project Benchmarking** - An analysis of similar fees applied by cities in the DFW region and application scenarios for recent

development projects in Addison.

- **Overview of Implementation** - An outline of next steps for adopting an ordinance and beginning to collect the associated fees.

This update represents a significant milestone in the Town's ongoing efforts to enhance the quality of life for Addison residents through thoughtful and proactive funding for parkland and development.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - Parkland Dedication & Development Fee Study

FAQ - Parkland Dedication & Development Fee Study

Parkland Dedication and Development Fee Study

June 25, 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 lines and a grey triangle.

Department's Mission

To preserve and enhance Addison's exceptional quality of life and work-life environment by maximizing the recreational, social, economic, environmental and placemaking benefits of the community's parks, trails, green spaces and recreation facilities.

ADDISON PARKS & RECREATION VISION

active | vibrant | interconnected | unique | vital | cohesive

GOALS

Goal 5: Placemaking & Community Building

Design parks, trails and public spaces in collaboration with other agencies, businesses and partners to create distinct places that represent Addison's character and connect parks to community destinations.



Goal 1: Recreation

Provide parks and indoor and outdoor recreation facilities to support active recreation and community needs.

Goal 2: Social Cohesiveness

Connect and engage residents by providing neighborhood programs, events, and social hubs in parks for people of all ages, abilities, cultures, and interests.



Goal 4: Environmental Stewardship

Conserve and promote natural areas and features that support ecological systems and connect residents to nature.



Goal 3: Economic Vitality

Promote economic vitality and sustainable business operations by implementing sound business practices and promoting recreational tourism.



Study is a Recommendation of the Parks, Recreation and Open Space Plan.

It has been guided by:

- Park Land Fee Study Advisory Committee
- Development Community
- Town Staff Project Team

The purpose of this project is to:

- Update **Parkland Dedication** Requirements
 - Land dedicated for parks and recreation uses.
- Formalize Parkland Dedication Fee (**fee-In-lieu** of land)
 - Offer the option to accept a fee instead of land and/or if land dedication requirements cannot be met.
- Create **Park Development Fee**
 - One-time payments for new and redeveloped properties.
 - Adopted to “enhance public parks and recreation opportunities”.

Specific uses:

- **Parkland Dedication Fee (fee-In-lieu of land)**
 - Purpose is to support Town's efforts in maintaining levels of service of parks and recreation.
 - Funds used for: Primarily for land acquisition but can also be used for development/construction, renovation/improvement.
- **Park Development Fee**
 - Park development fees are often used for purposes related to the development, upgrade, and replacement of public parks and recreational facilities but can be used for acquisition.
 - Funds used for: land acquisition, development/construction, renovation/improvement, implementation of improvements identified in master plan, **new amenities/facilities/features.**

Parks and Recreation intended uses:

- Improve connectivity – by way of greenbelts, linear parks, trails
 - 2021 Trail Master Plan (\$38,000,000).
 - Some representative projects would include:
 - Trail from NTTA to Winnwood Park.
 - Quorum Road Bike Lane (Unfunded Phases).
 - NTTA / Belt Line Pedestrian Crossing.
- Implement Park, Recreation and Open Space (PROS) Master Plan objectives.
 - 2019 Master Plan (\$56,055,000)
 - Some representative projects would include:
 - Quorum Road Placemaking (Unfunded Phases).
 - Partial Implementation Addison Circle Park Vision Plan.
 - Addition of Dog Park to serve West Addison.
 - Addition of Dog Park to serve Vitruvian.
 - Fitness Court for Addison Circle District.
 - Pickleball Court Facilities.
- Improve indoor and outdoor parks and recreation amenities.
 - Some representative projects would include:
 - Addison Athletic Club Projects (Additional Group Fitness classroom, Free Weight Area, Youth Program Space.)

Benefits

- Create consistent expectations for developers.
- Maintain level of service of parks and recreation amenities for current and future residents.
- Ease impact from commercial/retail businesses.
- Added revenue stream.

Key Components

- **Legal for Addison**
 - Texas Local Government Code.
 - Home Rule City.
- **Use in Other Texas Cities**
 - More than 75 municipalities have adopted park development and/or parkland dedication fees (fees-in-lieu).
- **Risk Mitigation**
 - No arbitrary pricing.
 - Showing calculations.
 - Publishing fees.
 - Informing developers early in process.

Key Components

- Update current ordinance – parkland dedication, adding fee-in-lieu, and park development fee. Provide language to be rolled into UDC Update.
- Park development fee will apply to residential and commercial properties.
- Parkland Dedication Fee will apply to residential properties only.
- In most cases, Town will not accept less than 1 acre of land, (exceptions are defined)
- Enables use of fees anywhere in Town.

Key Components

- Integrated into Unified Development Code (UDC) update – parkland dedication, adding fee-in-lieu, and park development fee.
- Applies to “new” development or redevelopment (added definition).
- Parkland Dedication Fee determined.
- Clarified development standards based on current operational practices (EX: language).
- Establishes two distinct funds for fee collection/reporting/possible use.

Considerations

UNIQUE to Addison

- High cost of land value - \$536,000 acre.
- 133 acres or 4.78% of available land.
- Redevelopment, re-use, infill.
- \$400,000 acre developed park/park amenity.
- High quality and community expectation for Parks and Recreation facilities.
- Significant day time population increase.

Key Considerations

- Maintain the high quality of Parks and Recreation amenities in Addison.
- Current level of service standards – 7.2 acres per 1,000 residents (anticipate this becoming 8 as Addison grows).
- One time fee(s).
- Do not want developers to automatically pay reduced fee vs. make an effort to dedicate appropriate park land/trail corridor.
- Want to remain “development friendly” – attract high quality development projects.



How fees are calculated:

LAND DEDICATION AND FEE-IN-LIEU REQUIREMENTS

Residential (Number of Dwelling Units Per Acre)

Land Dedication Requirement

1 acre per 100 dwelling units (93.4, rounded to the nearest 100)

(Persons Per Acre / Average Persons Per Dwelling Unit)

Fee-in-Lieu Requirement

Fee-in-Lieu of Land (per dwelling unit)
(Cost of Land Per Acre / Dwelling Units Per Acre)

PARK DEVELOPMENT FEE REQUIREMENT

Residential (Number of Dwelling Units Per Acre)

Park Development Fee Requirement

Park Development Fee (developed parks)

Park Development Fee Requirement

Cost for Developed Park/People per Park Acre

Adopt Maximum Allowable Fee With a Discounted Rate

Fee	Maximum Allowable Fee	25% Discount	30% Discount
Parkland Dedication	1 Acre / 100 Dwelling Units	1 Acre / 100 Dwelling Units	1 Acre / 100 Dwelling Units
Fee-In-Lieu Of Parkland Dedication	\$5,360 / Dwelling Unit	\$4,020 / Dwelling Unit	\$3,752 / Dwelling Unit
Park Development Fee			
Residential	\$2,549 / Dwelling Unit	\$1,912 / Dwelling Unit	\$1,784 / Dwelling Unit
Industrial	\$0.58 Sq Ft	\$0.44 Sq Ft	\$0.41 Sq Ft
Hotel	\$0.61 Sq Ft	\$0.46 Sq Ft	\$0.43 Sq Ft
Retail	\$1.36 Sq Ft	\$1.02 Sq Ft	\$0.95 Sq Ft
Office	\$1.34 Sq Ft	\$1.00 Sq Ft	\$0.94 Sq Ft

Recommendation

Comparison

Municipality	Land Dedication Requirement	Fee-in-Lieu of Land Dedication	Park Development Fee	Maximum Municipal Impact Fees Roadway	Maximum Municipal Impact Fees Wastewater	Municipal Impact Fees Water
Addison	1 Acre/100 Dwelling Units	\$4,020 (with 25% discount)	\$1,912 (with 25% discount)	None	None	None
Denton	Not listed	Fair Market Value	\$2,515 (SF), \$1,741 (MF)	\$2,000 (SF) \$1,240 (MF)	\$4,716+	\$3,569+
Frisco	1 Acre/40 Dwelling Units	Fair Market Value With 60% Discount	\$1,661 (SF), \$1,052 (MF)	\$1,935+ (SF) \$1,003+ (MF)	\$2,344+	\$2,120 +
Grapevine	1 Acre / 144 Dwelling Units	\$807 - \$1,416	None	None	\$845+	\$1543+
McKinney	1 Acre/37 Dwelling Units	Fair Market Value	\$1,812	\$526+ (SF) \$526 + (SF)	\$362+	320+
Plano	N/A	N/A	\$2,065 (SF) \$1,442 (MF)	None	None	None

Land Dedication Acceptance

A few things are important to note:

- Dedicating parkland does not eliminate the on-site open space requirement of 20%.
- Small passive spaces that are privately owned but provide public access can achieve the
 - 20% open space credit and also receive a 50% credit towards parkland dedication.
- Minimum of 1-acre with some defined exceptions for donated park land:
 - Can be connected to a larger tract of existing open space.
 - Is identified in the PROS or Trails Master Plan as an identified need (ie. trail corridor.)
 - Provides park space to and area that is lacking within a ½ mile of the site.

The Plaza at Addison Grove

- One of three parks in the development
- .25 Acres
- Approximately 6 parking spaces
- Open to public ROW on one side and residential on three sides.
- The surroundings, access, and location of this park causes issues for public use.
 - Park security lighting will bother adjacent residents.
 - Users that don't live adjacent to the park do not feel like it is a public space.
 - Park size is very limiting in what features can be offered.
- Staff recommendation would be to require dedication of parkland separate from this space. Staff would support development of this space out of the 20% open space requirement for the property and the site should be maintained by the HOA.



Analysis

ADDISON

- **The Groves at Addison Grove**
- One of three Parks in the development
- .47 acres of dedicated park space
- Approximately 6 parking spaces
- Open to public ROW on one side and residential on three sides.
- The surroundings, access and location of this park causes issues for public use.
 - Park security lighting bothers adjacent residents.
 - Users that don't live adjacent to the park do not feel like it is a public space.
 - Residents depend on park walks to access their properties and expect park maintenance to clean their access and remove ice during weather.
- Staff recommendation would be to require dedication of parkland separate from this space. Staff would support development of this space out of the 20% open space requirement for the property and the site should be maintained by the HOA.



Analysis

ADDISON

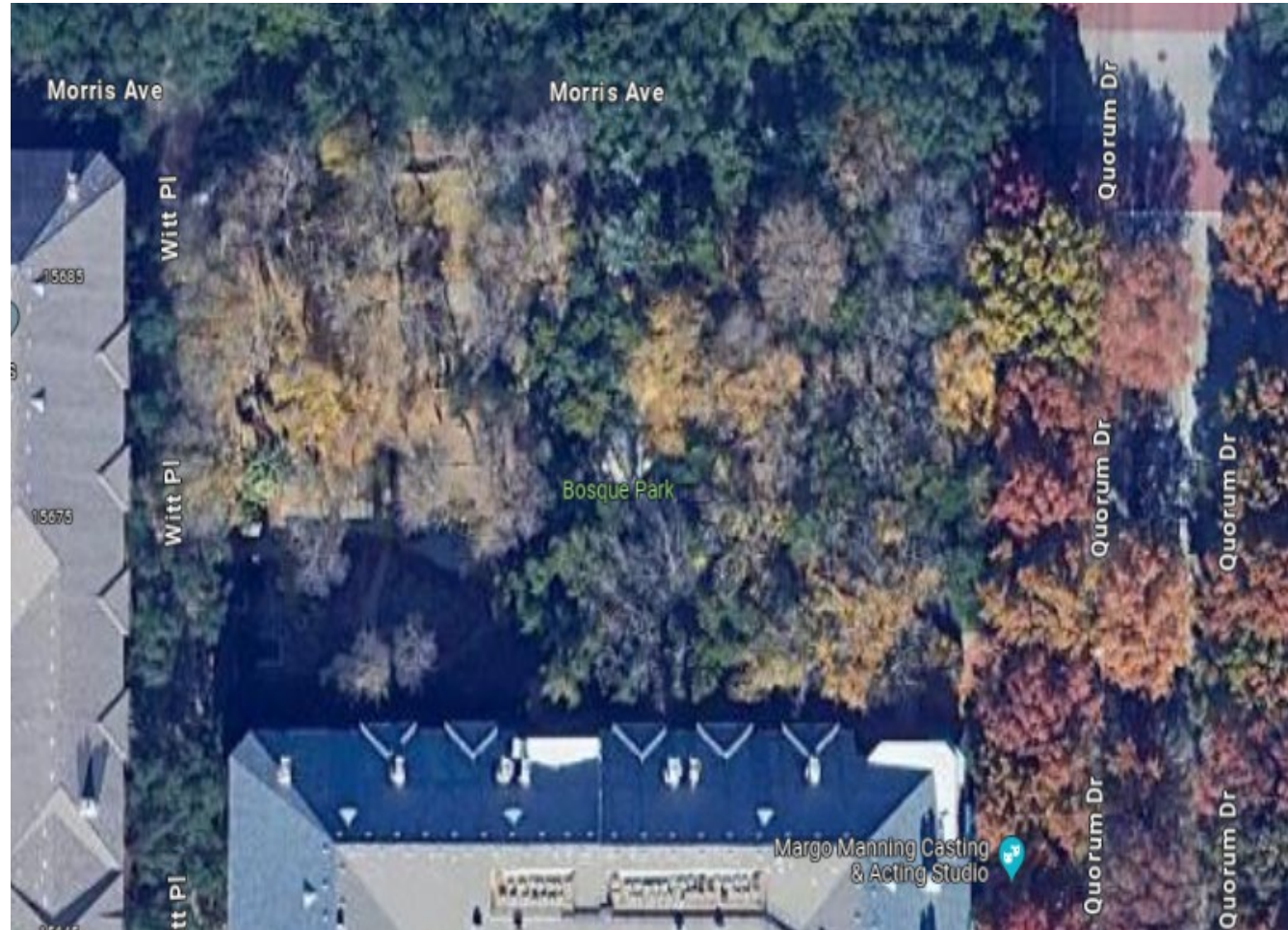
The Commons at Addison Grove

- One of three parks in the development
- .47 acres
- Approximately 15 parking spaces
- Open to public ROW on three sides and residential on one side.
- The size, surroundings, access and location of this park can accommodate active and passive public use.
- Staff would recommend dedication of this space as a public park.



Bosque Park

- One of five parks in Addison Circle District
- .9 acres
- Approximately 15 parking spaces
- Open to public ROW on three sides and residential on one side.
- The size, surroundings, access and location of this park can accommodate passive public use.
- Staff would recommend dedication of this space as a public park.



Analysis

ADDISON

Spruill Park

- One of five parks in Addison Circle District
- 1.56 acres
- Approximately 30 parking spaces
- Open to Public ROW on all four sides.
- The size, surroundings, access, and location of this park can accommodate active and passive public use.
- Staff would recommend dedication of this space as a public park.



Analysis



Addison Grove		What was Implemented		Proposed New Ordinance (With 25% Discount)
Dwelling Units	499	Parkland Dedication	1 Acre	4.99 Acres
SF Retail / Commercial	20,000	Park Development Fee Residential	\$1,000,000	\$954,088
		Park Development Fee Commercial	0	\$20,400 (Retail)
		Privately Owned Public Space		
		Fee – In - Lieu		\$2,005,980 Total or \$1,603,980 for Deficit

Analysis

AMLI Treehouse, Phase I

		What was Negotiated		Proposed New Ordinance (With 25% Discount)
Dwelling Units	449	Parkland Dedication	3 Acres	4.49 Acres
SF Retail / Commercial	7,000	Park Development Fee Residential	Unknown for Trail \$100,000 Dog Park \$150,000 Public Art	\$858,488
		Park Development Fee Commercial	0	\$7,140
		Privately Owned Public Space		
		Fee – In - Lieu		\$1,804,980 Total or \$598,980 Deficit

Analysis

Jefferson Aero

		What was Negotiated		Proposed New Ordinance (With 25% Discount)
Dwelling Units	293	Parkland Dedication	0	2.93 Acres
SF Retail / Commercial	5,000	Park Development Fee Residential	<ul style="list-style-type: none"> Unknown Cost for Privately Owned Public Space \$50,000 Public Art 	\$858,488
* Important to note the total site is 3.2 Acres.		Park Development Fee Commercial	0	\$5,100
		Privately Owned Public Space	4,260 SF Plaza and 10' Wide Trail	
		Fee – In - Lieu		\$1,177,860 Total or \$1,165,800

TOWNHOUSE	\$810,000
Park Development Fee Residential	\$4,020
Fee-In-Lieu	\$1,912
TOTAL	\$5,932
40-year life	\$0.40 per day
IMPACT	Less than 1% impact

- June 26 - Review and revise UDC and Ordinance as needed
- July 23 - Present final recommendations to City Council
- August 1 - Implement updated process and fees

Questions?

Draft Parkland Dedication and Development Fee Study

Town of Addison, June 25, 2024

Key Elements

What will change?

Currently, the Town requires developers to dedicate parkland or pay a fee in-lieu-of land, which is negotiated on a case-by-case basis. The Town does not currently require developers to pay a park development fee. The new Ordinance and changes to the UDC will achieve the following:

1. Allow the Town to be fairly compensated for the cost of acquiring, developing, upgrading, and replacing public parks and recreation facilities as its population increases.
2. Clarify the types of land that are acceptable for dedication.
3. Encourage land dedication wherever feasible.
4. Provide a consistent and legally defensible formula for determining fees in-lieu-of land dedication.
5. Establish and institute a separate one-time park development fee for development or redevelopment of residential, industrial, hotel, retail, and office properties.
6. Remain “development friendly” and attract high-quality development projects.
7. Provide clarity upfront to developers about their land dedication and fee obligations.
8. Potentially decrease the amount of time spent on the development approval process.

How can the fees be used?

Parkland Dedication Fee: The parkland dedication fee in-lieu-of land offers the option for the Town to accept a fee instead of dedicated land for new and redeveloped *residential* properties. The purpose of the fee is to support the Town in maintaining the current levels of service for parks and recreation. The fee can be used for the acquisition and development of parkland and for the upgrade or replacement of park amenities in new and existing parks.

Park Development Fee: The park development fee is a one-time payment for new and redeveloped *residential and commercial* properties. The park development fee can be used for the acquisition and development of parkland; for the addition, upgrade, or replacement of park amenities in new and existing parks; or for the building of other specialized recreation facilities.

How does the Town’s Parks and Recreation Department intend to use the fees?

1. To improve connectivity by way of greenbelts, linear parks, and trails.
2. To improve outdoor parks and recreation amenities.
3. To improve indoor parks and recreation amenities.

When will the Town start to apply fees?

The Town will start to apply the fees in the month following approval of the Ordinance and revised UDC by City Council, anticipated August 1, 2024.

How will projects that are already in the system be addressed?

Any projects that have applied for a pre-development meeting prior to May would not be required to comply with new requirements.

Any projects that applied in June, were informed of the upcoming changes and would comply with the new requirements.

How much will a developer have to pay in fees?

We are recommending adopting the full fees as listed below, but offering a variable discount percentage that brings the fees in line with fees charged by surrounding towns and cities.

Study Recommendations (Adopt full fee with 25% reduction)

1. *Parkland Dedication: 1 acre per 100 dwelling units*
2. *Fee-in-Lieu of Parkland Dedication: Residential - \$5,360 per dwelling unit (\$4,020 with reduction)*
3. *Park Development Fee:*
 - *Residential: \$2,549 per dwelling unit (\$1,912 with reduction)*
 - *Industrial: \$0.58 sq ft (.44 with reduction)*
 - *Hotel: \$0.61 sq ft (.46 with reduction)*
 - *Retail: \$1.36 sq ft (\$1.02 with reduction)*
 - *Office: \$1.34 sq ft (\$1.00 with reduction)*

Comparison Table for Residential Development

Municipality	Land Dedication Requirement	Fee-in-Lieu of Land Dedication	Park Development Fee	Municipal Impact Fees
Addison (Proposed)	1 Acre/100 Dwelling Units	\$4,020 (With 25% reduction)	\$1,912 (With 25% reduction)	None
Denton	Not Listed	Fair Market Value	\$2,515 (SF) \$1,741 (MF)	Roadway \$1,240+ Wastewater \$4,716+ Water \$3,569+
Frisco	1 Acre/40 Dwelling Units	Fair Market Value	\$1,661 (SF), \$1,052 (MF)	Roadway \$1,003+ Wastewater \$2,344+ Water \$2,120+
Grapevine	1 Acre / 144 Dwelling Units	\$807 - \$1,416	None	None
McKinney	1 acre/37 Dwelling Units	Fair Market Value	\$1,812	Roadway \$526+ Wastewater \$352+ Water \$320+
Plano	N/A	N/A	\$2,065 (SF) \$1,442 (MF)	None

How are the fees calculated?

Fee-in-lieu of land and park development fees are calculated using the number of dwelling units per acre approach. The dwelling units per acre are calculated by determining the residents per acre (population / level of service) and then dividing that by the residents per dwelling unit (population / number of dwelling units). Using 2020 US Census data, the result is 93.4 dwelling units per acre, rounded to 100.

The following standard data was used to determine the fees:

Population (2020 Census):	16,661
Number of Dwelling Units (2020 Census):	10,591
Average Residents Per Dwelling Unit:	1.57
Current Level of Service (parks, greenbelts, and schools):	113.40
Residents Per Acre (Population/Level of Service):	147
Dwelling Units Per Acre (Residents Per Acre/Residents Per Dwelling Unit):	93.40

If you have further questions or need more information, please contact Janna Tidwell, Director of Parks and Recreation, jtidwell@addisontx.gov or 972-450-2869.

City Council (FY24)

4. b.

Meeting Date: 06/25/2024

Department: Parks & Recreation

Key Focus Areas: Public Safety
Infrastructure Development and Maintenance
Vibrant and Active Community

AGENDA CAPTION:

Present and discuss the management of the Urban Forest and the Tree Mitigation Fund In Addison.

BACKGROUND:

Staff will make a presentation to Council giving an overview of:

- Urban Forestry Management Practices in Addison.
- Urban Forestry Management Challenges and Solutions.
- Policy for use of Tree Mitigation Funds.
- Tree Mitigation Fund Management from FY2022 to FY 2024.
- Implementation of Tree Plotter.

RECOMMENDATION:

Information purposes only, no action required.

Attachments

Presentation - Tree Mitigation Fund

Report for the Management of the Urban Forest and Tree Mitigation Fund

June 25, 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 design on the right side of the page, which includes a white diagonal line and a grey triangle.

Purpose

This presentation will provide information regarding:

- Urban Forestry Management Practices in Addison.
- Urban Forestry Management Challenges and Solutions.
- Policy for use of Tree Mitigation Funds.
- Tree Mitigation Fund Management.
- Implementation of Tree Plotter Software.



Urban Forestry Management

The urban forest is a vital part of Addison. Planting trees is an important component of ensuring Addison's legacy, as is management of the urban forest. The Parks Department manages the urban forest in the following ways:

- **A minimum of one Certified Arborist on staff.**

Current Certified Arborists:

Parks Superintendent - John Elias

Parks Manager - Matt Ansted

- **Prune trees:**

Annually - to prevent and treat disease, provide clearance over walks and roads and around buildings and to address safety.

A minimum of once every five years - to encourage healthy growth and tree structure and open the canopy to support sunlight filtration and air circulation.*

- **Water, Fertilize, Survey Tree Health and Treat Complications.**

- **Mitigation:**

Protected trees on Town property removed because they are dead, diseased or pose a safety concern are mitigated with a new 4" tree.

Protected trees on Town property that are removed because of development are mitigated caliper inch for caliper inch.

Unprotected trees such as Hackberry and Bradford Pear do not require mitigation.

* This practice has been added to the department's operations in the last 4 years.

Urban Forestry Management

Challenges & Solutions

Challenge: Prior to 2008, Addison's landscape ordinance required spacing of landscape buffer trees 20' on center which resulted in many sites having dense vegetation of trees planted closer together than best practices would suggest. The current ordinance requires spacing of 30' on center within the landscape buffer. Developments were also encouraged to space trees closer than current industry standards. Redevelopment projects are increasing in density and increasing tree spacing to industry standards, making mitigation requirements a challenge.

Solution:

1. A policy which allows contribution to a Tree Mitigation Fund has been developed to allow mitigation of trees on Town property if trees can not be mitigated on site.



Urban Forestry Management

Challenge: Addison has placed a lot of importance on planting trees in Town, but the maturing urban forest has increased maintenance needs that need to be planned and budgeted for.

Solution:

1. The Parks operation and maintenance budget was restructured to allocate more funds to tree pruning & maintenance. An objective was established to prune each tree a minimum of once every 5 years.
2. Tree survey software was implemented to help track and plan management needs.
3. The Tree Mitigation Fund was developed to supplement costs of increased tree pruning and maintenance.
4. The Tree Mitigation Fund was developed to help supplement tree replacement costs of severe environmental events such as freezes, straight line winds, Oak Wilt and the Emerald Ash Borer.



Tree Mitigation Fund Policy

Staff has drafted the following policy with the intent that it will be included in the Unified Development Code (UDC) update. Application of this policy began in 2022 as a pilot program to test the implementation and make improvements, if needed.

A payment can be made into the Town's Tree Mitigation Fund in lieu of on-site mitigation. The payment shall be in a caliper inch unit cost. Payments into this fund will be used to cover the cost of off-site tree mitigation that can not be accomplished on-site. **It is always preferred for trees to be mitigated on-site first and this option may only be used if staff confirms that there is not adequate room on-site for trees to be planted in a manner that supports tree health and safety.**

The Parks and Recreation Department shall administer and use the Tree Mitigation Fund to:

- A. Purchase, plant and install irrigation for new canopy and ornamental trees or transplant existing trees to be planted on Town property. Funds can be used to plant new trees or replace existing trees on town property that are in decline, poor health or pose a safety concern as identified by a registered arborist. A minimum of 75% of the fund must be used to purchase, plant and irrigate new trees. The remaining 25% may be use for items B & C.
- B. Conduct maintenance on existing trees.
- C. Perform and maintain a citywide tree inventory.

Payments contributed to the Tree Mitigation Fund must be made prior to a site demolition permit being issued by the Town.

The required payment into the fund is established annually on October 1st by defining the cost per caliper inch of tree. The cost is established by the Parks Department and will be based on the average commercial cost for a 4" caliper canopy tree multiplied by 25%. For Fiscal Year 2022/2023 the average cost was set at \$192.00 a caliper inch.

Tree Management Data

FY 2021 / 2022 the Parks Department

- Rolled over 79 trees that need to be mitigated from the 2019 storm in which 227 trees were lost.
- Removed 114 trees that were dead, diseased or posed a safety concern. (majority were associated with freeze damage)
- Mitigated 114 trees and planted an additional 12 trees.

Tree Mitigation Fund Expense Overview FY2021 / 2022

- \$48,815 Tree Planting Trees.
- \$10,910 Tree Maintenance Trees.



Freeze Damage at Quorum Park



Available Tree Planting & Maintenance Funds	Amount	Source
Operations Budget Tree Planting	\$22,000	General Fund
Operations Budget Tree Pruning & Removal	\$121,393	General Fund
Trinity Christian Academy	\$45,550	Tree Mitigation Fund
Greenhill School	\$14,175	Tree Mitigation Fund
Addison Arbor Foundation	\$9,395	Donation
Total	\$212,513	

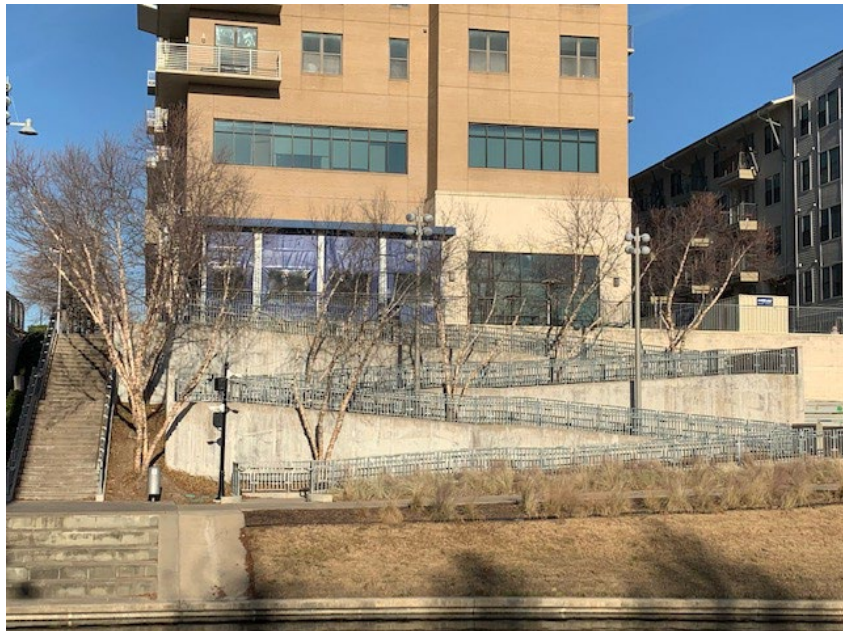
Tree Management Data

FY 2022 / 2023 the Parks Department

- Rolled over 67 trees that need to be mitigated from the 2019 storm.
- Removed 75 Trees.
- Mitigated 118 trees.

Tree Mitigation Fund Expense Overview FY2022 / 2023

- \$41,995 Planting Trees.
- \$8,544 Maintaining Trees.



Heat & Freeze Damage at Vitruvian Park

Available Tree Planting & Maintenance Funds	Amount	Source
Operations Budget Tree Planting	\$15,495	General Fund
Operations Budget Tree Pruning & Removal	\$121,792	General Fund
Hawkers Addison	\$768	Tree Mitigation Fund
SMS Assist	\$4,608	Tree Mitigation Fund
JPI Construction	\$151,296	Tree Mitigation Fund
Addison Arbor Foundation	\$7,185	Donation
Total	\$301,144	

Tree Management Data



FY 2023 / 2024 the Parks Department (Still in Process)

- Rolled over 24 trees that need to be mitigated from the 2019 storm.
- Removed 85 trees.
- Mitigated 67 trees.

Tree Mitigation Fund Expense Overview FY2023 / 2024

- \$17,509.59 Planting Trees.
- \$66,175 Maintaining Trees & Purchase of Tree Management Software



Beckert Park Straight Line Wind Damage May 2024 (Data above does not reflect counts from storm damage)

Available Tree Planting & Maintenance Funds	Amount	Source
Operations Budget Tree Planting	\$5,000	General Fund
Operations Budget Tree Pruning & Removal	\$136,500	General Fund
Sky Harbour	\$98,016	Tree Mitigation Fund
FSP Liberty Plaza	\$11,136	Tree Mitigation Fund
Village on the Parkway	\$15,360	Tree Mitigation Fund
LGE Design Build	\$36,288	Tree Mitigation Fund
Lovett Industrial	\$43,776	Tree Mitigation Fund
JR's Demolition	\$17,088	Tree Mitigation Fund
Total	\$363,164	

Tree Mitigation Fund Tracking



To manage the funds and show accounting of how the funds have been spent, staff has developed a spreadsheet that is utilized to track revenue and expenditures.

TREE MITIGATION FUND LOG

LAST UPDATE: 5/15/2024

REVENUE	450-000-44137	CURRENT BALANCE	\$ 438,061.00	75% PLANTING	\$ 328,545.75	25% MAINTENANCE	\$ 109,515.25
EXPENSE	450-511-54180	CURRENT BALANCE	\$ 193,869.09		\$ 108,279.59		\$ 85,629.50
		REMAINING	\$ 244,191.91		\$ 220,266.16		\$ 23,885.75

REVENUE									
FISCAL	#	DATE	APPLICANT	ADDRESS	CALIPER INCHES	AMOUNT PER INCH \$192	PLANTING 75%	MAINTENANCE 25%	NOTE
FY21	1		TCA		233.333	\$ 44,800.00	\$ 33,600.00	\$ 11,200.00	
FY21 REVENUE TOTAL						\$ 44,800.00			
FY22		3/8/2022	GREENHILL SCHOOL			\$ 14,175.00	\$ 10,631.25	\$ 3,543.75	
FY22		6/1/2022	BALFOUR BEATTY CONSTRUCT			\$ 750.00	\$ 562.50	\$ 187.50	
FY22 REVENUE TOTAL						\$ 14,925.00	\$ 11,193.75	\$ 3,731.25	
FY23		12/15/2022	HAWKERS ADDISON, LLC	5100 BELT LINE VO	4	\$ 768.00	\$ 576.00	\$ 192.00	EMAIL SAYS 12", INVOICED 4"
FY23		2/27/2023	SMS ASSIST, LLC		24	\$ 4,608.00	\$ 3,456.00	\$ 1,152.00	
FY23		3/31/2023	JPI CONSTRUCTION, LLC		788	\$ 151,296.00	\$ 113,472.00	\$ 37,824.00	
FY23 REVENUE TOTAL						\$ 156,672.00	\$ 117,504.00	\$ 39,168.00	
FY24		10/13/2023	SKY HARBOUR		510.5	\$ 98,016.00	\$ 73,512.00	\$ 24,504.00	
FY24		11/30/2023	FSP LIBERTY PLAZA		58	\$ 11,136.00	\$ 8,352.00	\$ 2,784.00	
FY24		1/24/2024	VILLAGE ON THE PARKWAY-300		80	\$ 15,360.00	\$ 11,520.00	\$ 3,840.00	GFF (ADAM FENNER)
FY24		4/9/2024	LGE DESIGNBUILD		189	\$ 36,288.00	\$ 27,216.00	\$ 9,072.00	
FY24		4/15/2024	LOVETT INDUSTRIAL		228	\$ 43,776.00	\$ 32,832.00	\$ 10,944.00	
FY24		4/26/2024	JR'S DEMOLITION		89	\$ 17,088.00	\$ 12,816.00	\$ 4,272.00	
FY24 REVENUE TOTAL						\$ 221,664.00	\$ 166,248.00	\$ 55,416.00	
ALL REVENUE TOTAL						\$ 438,061.00	\$ 328,545.75	\$ 109,515.25	

EXPENSE									
FISCAL	#	DATE	VENDOR	LOCATION	AMOUNT	PLANTING 75%	MAINTENANCE 25%	NOTE	
FY22	1	12/16/2021	FANNIN TREE FARM	QUORUM PARK	\$ 35,750.00	\$ 35,750.00	\$ -	22200108	
FY22		2/15/2022	FANNIN TREE FARM	NAP	\$ 4,340.00	\$ 4,340.00	\$ -	22200108	
FY22		3/22/2022	FANNIN TREE FARM	QUORUM PARK	\$ 4,725.00	\$ 4,725.00	\$ -	22200108	
FY21 EXPENSE TOTAL					\$ 44,815.00	\$ 44,815.00	\$ -		
FY22		8/25/2022	ELITE TREE	CELESTIAL-WINNWOOD-SHERLOCK-COMM GARDEN-VO	\$ 7,658.50	\$ -	\$ 7,658.50	22200391	
FY22		8/25/2022	FANNIN TREE FARM	REDDING TRAIL & DOME PARK	\$ 3,500.00	\$ 3,500.00	\$ -	22200108	
FY22		8/25/2022	FANNIN TREE FARM	N/A (1-45G NELLY R STEVENS HOLLY)	\$ 460.00	\$ 460.00	\$ -	22200108	
FY22		9/22/2022	ELITE TREE	BELT LINE & SPECTRUM	\$ 4,196.00	\$ -	\$ 4,196.00	22200391	
FY22 EXPENSE TOTAL					\$ 15,814.50	\$ 3,960.00	\$ 11,854.50		
FY23		5/17/2023	ELITE TREE	BELTWAY	\$ 7,600.00	\$ -	\$ 7,600.00	22300307	
FY23		6/7/2023	FANNIN TREE FARM	N/A (SEE TAB -EXP#9)	\$ 41,955.00	\$ 41,995.00	\$ -	22300308	
FY23 EXPENSE TOTAL					\$ 49,555.00	\$ 41,995.00	\$ 7,600.00		
FY24		11/10/2023	PLANIT GEO, INC	TREE INVENTORY SOFTWARE	\$ 38,625.00	\$ -	\$ 38,625.00	22300436	
FY24		12/22/2023	PLANIT GEO, INC	ADDITIONAL TREES FOR TREE INVENTORY SOFTWARE	\$ 12,550.00	\$ -	\$ 12,550.00	22400143 (FMC/CLIMBER/IMG)	
FY24		1/25/2024	ELITE TREE	TREE PRUNING AND REMOVAL	\$ 19,502.00	\$ 4,502.00	\$ 15,000.00	22400200 (SEE TAB)	
FY24		2/1/2024	FANNIN TREE FARM	TREE PLANTING	\$ 11,620.00	\$ 11,620.00	\$ -	22400210 (SEE TAB)	
FY24		3/8/2024	TREELAND NURSERY	TREE-FORM HOLLIES AT BROOKWOOD	\$ 1,387.59	\$ 1,387.59	\$ -	JP PCARD 24MARI	
FY24 EXPENSE TOTAL					\$ 83,684.59	\$ 17,509.59	\$ 66,175.00		
ALL EXPENSES TOTAL					\$ 193,869.09	\$ 108,279.59	\$ 85,629.50		

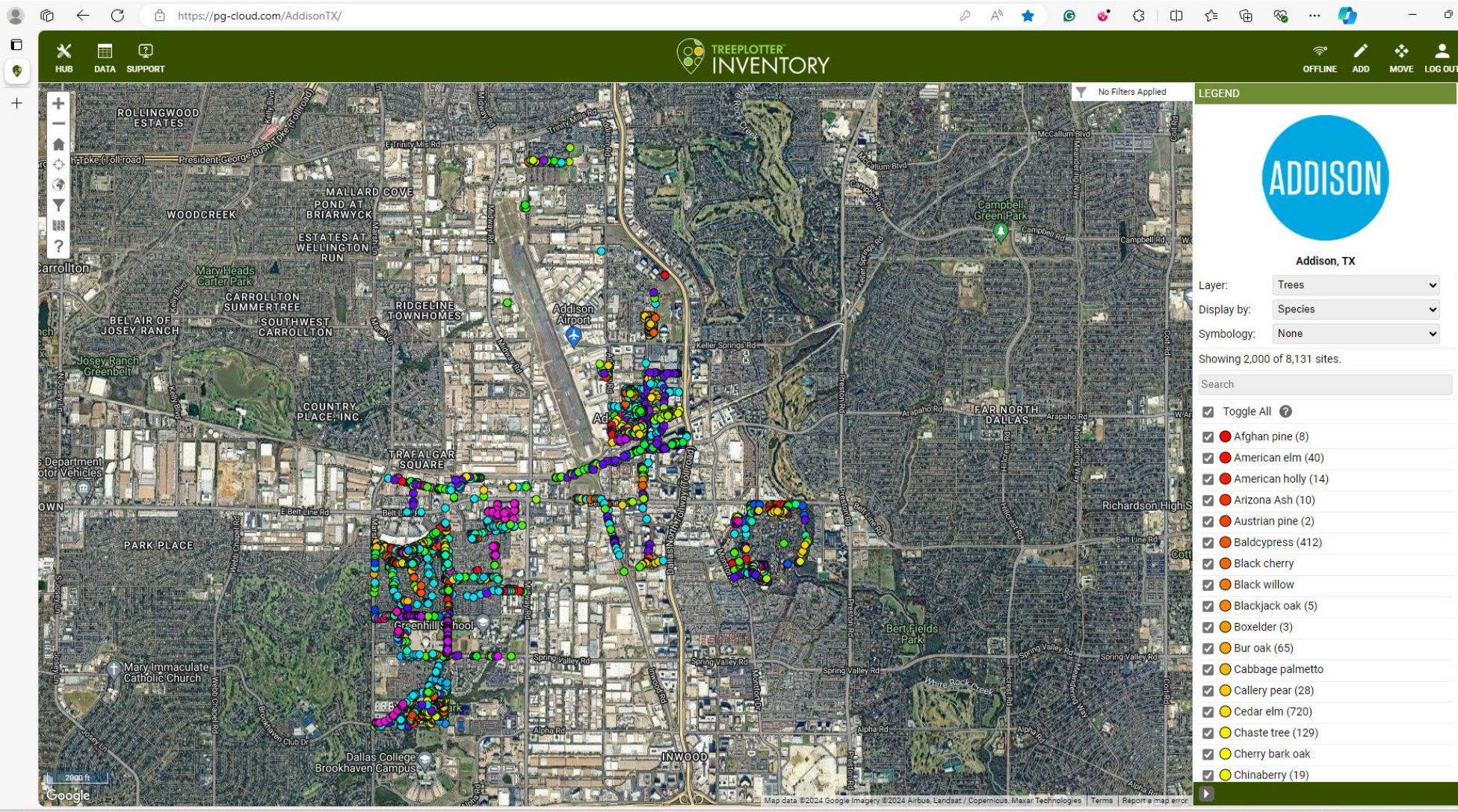
Future Tree Mitigation Fund Projects

To Date there is \$220,266 available in Tree Mitigation Funds for tree planting and \$23,885.75 for maintenance. Funds have been earmarked for the following projects:

- September 2024 - \$3,000 for Spruill Dog Park
- November 2024 - \$16,000 for Bosque Park Reforestation
- December 2024 - \$60,000 for Trees in Various Locations. (Redding Trail West – Loos Ext., Beckert Park, Fill In Plantings)
- February 2025 - \$60,000 for Trees in Various Locations (Storm Damage Mitigation TBD)
- FY 2025 / FY2026 - \$80,000 Transplant Existing Trees Quorum Road Placemaking Project.

Tree Inventory Software

ADDISON

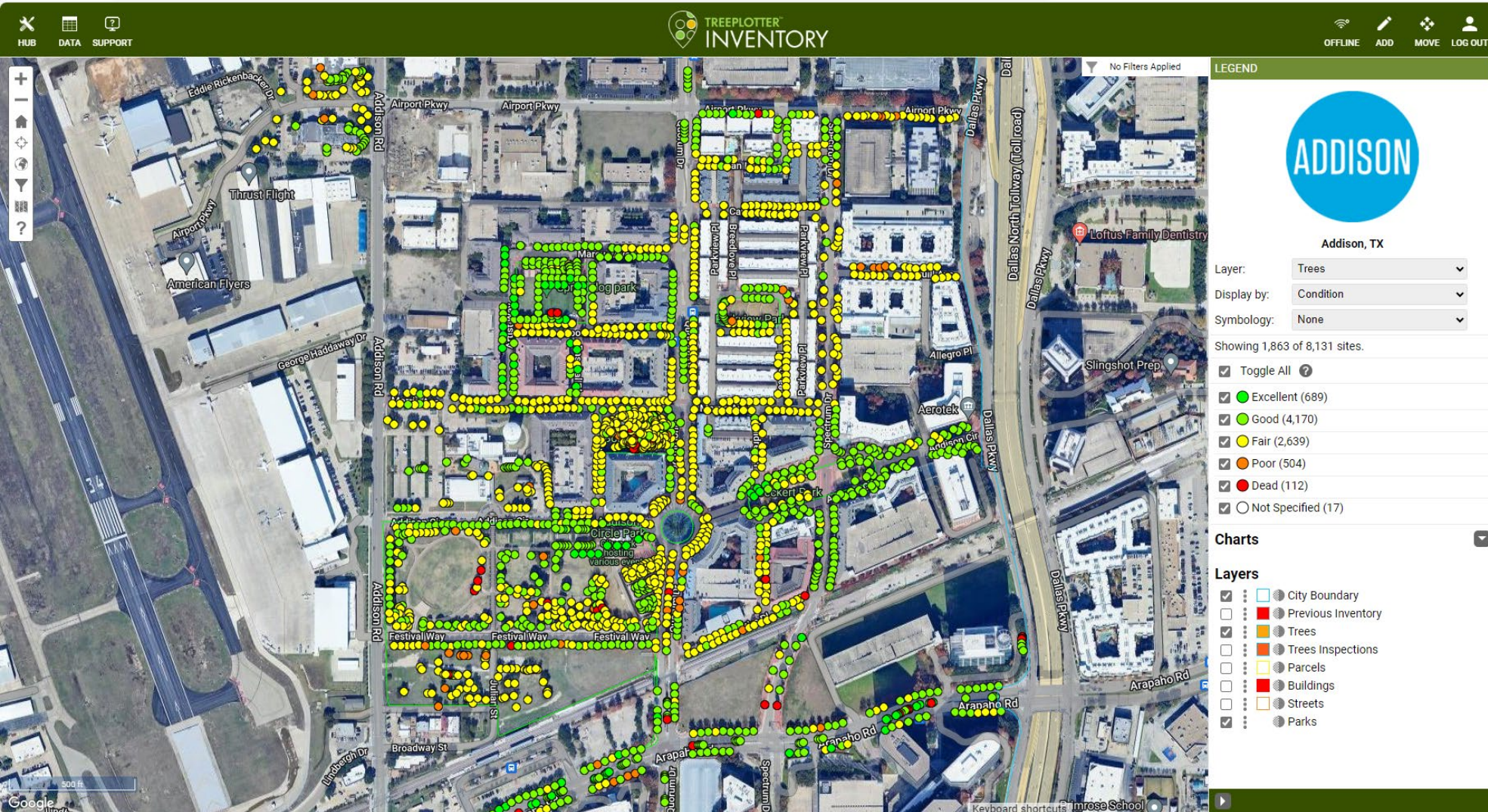


Tree Plotter Software was purchased to track trees planted in Addison.

This software also allows staff to use this as a tool for planning, mitigation and management of the urban forest.

Tree Inventory Software

ADDISON



Software can provide a quick overview of tree condition.

Tree Inventory Software



TREEPLOTTER INVENTORY

HUB DATA SUPPORT OFFLINE ADD MOVE LOG OUT

Tree 3873

Address: 15410 Julian Street

Condition: Poor

Common Name: Shumard oak

DBH: 15

DETAILS PHOTOS INSPECT WRS

ECO-BENEFITS DATA TABLE STREET VIEW

REPORT SHARE

ADDISON

Addison, TX

Layer: Trees

Display by: Condition

Symbology: None

Showing 695 of 8,131 sites.

Toggle All
 Excellent (689)
 Good (4,170)
 Fair (2,639)
 Poor (504)
 Dead (112)
 Not Specified (17)

Charts

Layers

- Trees
- Parcels
- Trees Inspections
- Previous Inventory
- City Boundary
- Parks
- Streets
- Buildings

Software can provide a detailed information of a tree's condition.

TREE DETAILS - 3873

DELETE CLOSE VIEW PHOTOS INSPECT

* All changes are saved automatically.

TREE LOCATION MANAGEMENT WORK RECORDS HISTORY

Primary ID: 3,873

Status: Archived

Common Name: Shumard oak

Scientific Name: Quercus shumardii

Number of Stems: 1

DBH: 15

Condition: Excellent Good Fair Poor Dead

Observations: [Clear](#)

- Canker
- Cavity Decay
- Codominant Stems
- Crown Dieback
- Deadwood
- Fungal growth/Fruiting bodies
- Girdling Roots
- Grate/Guard
- Hardscape Damage
- Improperly Installed
- Improperly Mulched
- Improperly Pruned
- Included Bark
- Mechanical Damage
- Nutrient Deficiency
- Pests
- Poor Location
- Poor Root System
- Poor Structure
- Serious Decline
- Vines

Tree Comments

Tree Inventory Software

ADDISON

The screenshot displays the Tree Inventory Software interface. At the top, there is a navigation bar with 'HUB', 'DATA', and 'SUPPORT' icons. The main map area shows an aerial view of Addison, TX, with various streets and landmarks labeled. Numerous green dots are scattered across the map, representing tree locations. A sidebar on the right contains a filter panel for 'Addison, TX'. The filter panel includes options for 'Layer' (Trees), 'Display by' (Genus), and 'Symbology' (None). Below these are search and toggle options. A list of tree species is shown, each with a checkbox and a count. The 'Fraxinus' species is checked, indicating 135 sites. Other species listed include Acer (114), Carya (142), Celtis (374), Cercis (52), Chilopsis (9), Cornus, Crataegus, Gleditsia (2), Hibiscus, Ilex (955), Invalid Label, Juniperus (247), Lagerstroemia (1,023), Ligustrum (5), Liquidambar (36), Maclura (13), Magnolia (69), Malus (3), Melia (19), Morella (10), Morus (13), Photinia (23), and Pinus (11).

Staff can quickly identify trees that might be at risk from a threat such as Ash trees that are susceptible to Emerald Ash Borer.

Tree Inventory Software

ADDISON

The screenshot displays the 'TREEPLOTTER INVENTORY' software interface. At the top, there are navigation icons for HUB, DATA, and SUPPORT, along with status indicators for OFFLINE, ADD, MOVE, and LOG OUT. The main interface is divided into several sections:

- Left Panel:** Contains a 'TREES' section with a 'WORK RECORDS / WORK HISTORY' table. Below the table are buttons for 'ADD', 'VIEWS', 'ZOOM TO', and 'MORE'. A note indicates 'Displaying 55 out of 55 records. Sorted by: Last Modified. Sort order: Descending.' Below the table are sections for 'STREETS', 'BUILDINGS', and 'PARKS'.
- Center Panel:** An aerial map showing a residential area with streets labeled 'Addison Rd', 'Morris Ave', and 'Marcos Ave'. Colored dots on the map represent individual trees. A 'Tree 1170' pop-up window is open, showing details for a tree at '4900 Morris Avenue' with a 'Good' condition and 'Live oak' common name.
- Right Panel:** A list of tree species with checkboxes, including:
 - Flowering dogwood
 - Foster holly (165)
 - Fraser photinia (14)
 - Freeman maple (12)
 - Frontier elm (2)
 - Green ash (22)
 - Gum Bumelia (22)
 - Hackberry (16)
 - Hawthorn
 - Holly (437)
 - Honey mesquite
 - Honeylocust (2)
 - Japanese black pine
 - Japanese maple (44)
 - Live oak (1,565)
 - London planetree
 - Magnolia (4)
 - Manchurian ash (98)
 - Mexican plum (22)
 - Mulberry (6)
 - Northern hackberry (4)
 - Oriental arborvitae (2)
 - Osage orange (13)
 - Pecan (142)
 - Pond cypress (44)
 - Possumhaw (34)
 - Post oak
 - Red maple (5)
 - Red mulberry (2)
 - Rocky Mountain juniper (8)
 - Rose-of-sharon
 - Saw palmetto
 - Scarlet oak (5)

Software can assign maintenance and document type of maintenance and status of the work.

Tree Inventory Software

ADDISON

TREE DETAILS - 4569

Observations: Live Dead

Clear

- Canker
- Cavity Decay
- Codominant Stems
- Crown Dieback
- Deadwood
- Fungal growth/Fruiting bodies
- Girdling Roots
- Grate/Guard
- Hardscape Damage
- Improperly Installed
- Improperly Mulched
- Improperly Pruned
- Included Bark
- Mechanical Damage
- Nutrient Deficiency
- Pests
- Poor Location
- Poor Root System
- Poor Structure
- Serious Decline
- Vines

Tree Comments: Lost in May 2024 [Wind Storm](#)

Family:

Photos: 1697640368230-16976403473 987983138364813420179.jpg 1697640400720-16976403950 712903691789502899404.jpg

Genus: Ulmus

Cultivar:

Code: ULCR

DBH Range: 12-18in

TREEPLOTTER INVENTORY

ADDISON

OFFLINE ADD MOVE LOG OUT

LEGEND

Layer: Trees

Display by: Condition

Symbology: None

Showing 84 of 8,131 sites.

Toggle All

- Excellent (689)
- Good (4,170)
- Fair (2,639)
- Poor (504)
- Dead (112)
- Not Specified (17)

Charts

Layers

- Trees
- City Boundary
- Previous Inventory
- Trees Inspections
- Parcels
- Buildings
- Streets
- Parks

Tree 4569

Tree	
Address	15500 Addison Road
Condition	Dead
Common Name	Cedar elm
DBH	12

DETAILS PHOTOS INSPECT WRS

ECO-BENEFITS DATA TABLE STREET VIEW

REPORT SHARE

Software can track trees that have been lost and will need to be mitigated.

Tree Inventory Software

ADDISON

TREE MATRIX REPORTS

Select Matrix Comparison

Condition DBH Range

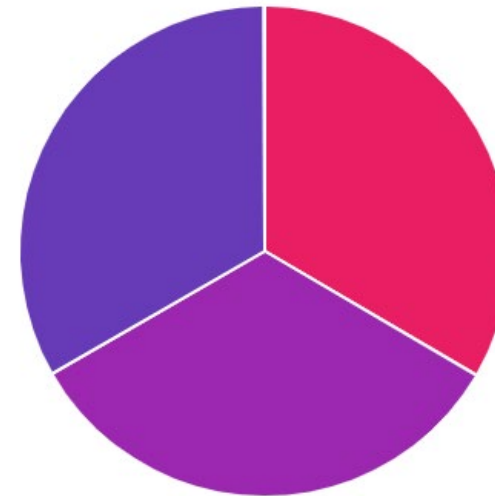
GENERATE MATRIX

VIEW PERCENTAGES PRINT

DBH Range - Condition	0-3in	3-6in	6-12in	12-18in	18-24in	24-30in	>30in	N/A	Not Specified	Total
Excellent	94	171	298	85	20	6	1	14	0	689
Good	341	855	1,252	1,044	465	164	45	4	0	4,170
Fair	105	296	722	929	422	119	46	0	0	2,639
Poor	30	75	203	129	44	19	4	0	0	504
Dead	7	27	42	30	3	2	0	1	0	112
Not Specified	7	1	0	0	0	0	0	9	0	17

Tree Work

PIE BAR TABULAR



Thin 33.4%
Crown Clea... 33.3%
Prune-Struc... 33.3%
Not Specified 0.0%

Questions?

City Council (FY24)

4. c.

Meeting Date: 06/25/2024

Department: Finance

Key Focus Areas: Public Safety
Mobility and Connectivity
Infrastructure Development and Maintenance
Financial Health and Organizational Excellence

AGENDA CAPTION:

Present and discuss the Fiscal Year 2025 Five-Year Capital Improvement Program and Issuance of Proposed 2024 Certificates of Obligation.

BACKGROUND:

Staff will provide an update on the project status of the 2012 and 2019 bond programs, updates on committed projects, and potential future projects in the context of the five-year capital improvement plan that will be included as part of the fiscal year 2025 budget.

Additionally, staff will provide information regarding the proposed Certificates of Obligation, Series 2024. The proposed 2024 Certificates of Obligation issuance totals \$10,700,000 and consists of the following:

- \$3,400,000 for construction of a new 23,000 square foot public safety communications facility for the joint dispatch center created and owned by the Cities of Coppell, Farmers Branch, and Carrollton along with the Town.
- \$1,150,000 for a replacement Spartan Fire Engine.
- \$850,000 for Addison Grove incentive payments for public infrastructure. Town staff anticipates that Addison Grove will qualify for the first two incentive payments in late 2024 or early 2025. Each incentive payment is \$2,083,333. The Town set aside \$3,000,000 between fiscal years 2017 and 2019 to cash fund half the incentive payments. To date, those funds have earned slightly over \$300,000 in interest.
- \$5,300,000 for Stormwater Fund capital improvement projects supported and serviced by Stormwater Fund revenue. These projects include reconstruction of Keller Springs Road (\$2,800,000) and Les Lacs Pond Improvements (\$2,500,000).

With the proposed issuance, and accounting for anticipated growth in taxable

property values and State Infrastructure Bank loan proceeds of \$15,000,000, the Interest and Sinking (I&S) tax rate is estimated to increase from \$0.159492/\$100 in Fiscal Year 2024 to \$0.174100/\$100 in Fiscal Year 2025. The 2019 Bond Committee estimated that for Fiscal Year 2025 the I&S tax rate would be approximately \$0.255400/\$100, which is almost 47% higher than the current estimate for Fiscal Year 2025.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Capital Improvement Program and 2024 Bond Issuance

Capital Improvement Plan and 2024 Bond Issuance

June 25th, 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 separating blue and grey areas.

Project Classifications

- Voter Authorized
 - General Obligation Bonds
- Committed
 - Projects resulting from agreements adopted by Council
 - Direction from Council
 - Certificates of Obligation or Cash Funded
- Future/Unfunded
 - Potential projects that have not been authorized by voters yet or have not received direction from Council

Voter Authorized Projects – 2012 Authorization

Proposition 1	Bond Amount	Other Funding	Project Cost	Status	Notes
Midway Road	\$17,262,153	\$27,721,873	\$42,356,038	Under Construction	Additional funding from CO's and Dallas County, bonds fully issued.
Addison Road Rehab	1,737,847	-	1,737,847	Complete	Project Complete
Vitruvian Park Streets	10,000,000	-	-	Complete	Project was completed using CO's
Belt Line Electronic Signage	500,000	24,000	524,000	Complete	Project Complete
Total	\$29,500,000	\$27,745,873	\$44,617,885		
Proposition 2	Bond Amount	Other Funding	Project Cost	Status	Notes
Belt Line Underground Utilities	\$10,000,000	\$8,119,582	\$18,119,582	Complete	Project Complete
Total	\$10,000,000	\$8,119,582	\$18,119,582		

Voter Authorized Projects – 2012 Authorization

Proposition 3	Bond Amount	Other Funding	Project Cost	Status	Notes
Airport Land Acquisition	\$7,000,000	\$-	\$7,000,000	Complete	Project Complete – Airport Began Servicing Debt in FY 2023.
Total	\$7,000,000	\$-	\$7,000,000		

Proposition 4	Bond Amount	Other Funding	Project Cost	Status	Notes
Parking Garage	\$3,000,000	\$12,000,000	\$15,000,000	Planning	Anticipated to begin in 2026. Issuance in Summers of 2026/2027 - \$12,000,000 in CO's.
Total	\$3,000,000	\$12,000,000	\$15,000,000		

Proposition 5	Bond Amount	Other Funding	Project Cost	Status	Notes
License Plate Recognition and Optical Camera System Expansion	\$2,000,000	\$600,000	\$2,600,000	Complete	Additional funding from IT replacement fund and Airport.
Total	\$2,000,000	\$600,000	\$2,600,000		

Voter Authorized Projects – 2012 Authorization

Proposition 6	Bond Amount	Other Funding	Project Cost	Status	Notes
Beltway/Proton Pedestrian Connectivity	\$3,109,632	\$-	\$3,109,632	Complete	Project Complete
Cotton Belt/Silver Linen Pedestrian Connectivity	307,469	-	307,469	In process	Not a Town managed project, Town paid matching funds in 2024.
Quorum Drive Pedestrian Connectivity	82,899	-	82,899	Engineering Phase	This project was combined with the Quorum Drive Reconstruction.
Total	\$3,500,000	\$-	\$3,500,000		

2012 Bond Program	Bond Amount	Other Funding	Project Cost	Bonds Issued to Date	Programmed Future Bond Issuance from 2012 Authorization
Total	\$55,000,000	\$36,865,455	\$79,237,467	\$42,000,000	\$3,000,000

Voter Authorized Projects – 2019 Authorization

Proposition A	Bond Amount	Other Funding	Project Cost	Status	Notes
Keller Springs Road	\$12,900,000	\$6,800,000	\$19,700,000	Project has been designed and construction contract awarded	Additional funding from Dallas County (\$4.0M) and Stormwater (\$2.8M). Bonds fully issued, however \$8M has been requested from the State Infrastructure Bank.
Airport Parkway	9,400,000	-	9,400,000	Project has been designed	Anticipated to begin construction in FY25, if State Infrastructure Bank funding is received for Keller Springs Road, would apply bond proceeds to this project.
Total	\$22,300,000	\$6,800,000	\$29,100,000		

Voter Authorized Projects – 2019 Authorization

Proposition B	Bond Amount	Other Funding	Project Cost	Status	Notes
Quorum Drive	\$26,302,000	\$801,490	\$27,103,490	Engineering Phase	Includes funding from Proposition 6 2012 Bond Election. \$4,100,000 in bonds sold for design. Anticipated to begin construction in FY25. Applied for \$22.9M in funding from the State Infrastructure Bank.
Montfort Drive	7,300,000	7,300,000	14,600,000	Engineering Phase	Anticipated to begin construction in FY25. Assumes expanded scope to Celestial. \$900,000 in bonds sold for design. Applied for \$13.7M in funding from the State Infrastructure Bank.
Total	\$33,602,000	\$8,101,490	\$41,703,490		

Voter Authorized Projects – 2019 Authorization

Proposition C	Bond Amount	Other Funding	Project Cost	Status	Notes
Athletic Club Improvements	\$3,028,165	\$272,000	\$3,300,165	Complete	Project Complete
Les Lacs Pond Improvements	3,282,110	2,930,000	6,212,110	Engineering Phase	Anticipated to begin construction in FY24/FY25, bonds fully issued. Additional funding from Stormwater (\$2.5M) and interest on bond proceeds (\$430,000).
Redding Trail Improvements	412,725	15,150	427,875	Complete	Project Complete
Total	\$6,723,000	\$3,217,150	\$9,940,150		

Voter Authorized Projects – 2019 Authorization



Proposition D	Bond Amount	Other Funding	Project Cost	Status	Notes
Athletic Club Improvements – Roof & HVAC	\$2,049,466	\$-	\$2,049,466	Complete	Project Complete
Improvements to Existing Buildings	5,345,534	-	5,345,534	Under Construction	Phase 1 is complete, phase 2 is under construction, bonds fully issued.
Total	\$7,395,000	\$-	\$7,395,000		

Proposition E	Bond Amount	Other Funding	Project Cost	Status	Notes
Advanced Traffic Management System	\$600,000	\$-	\$600,000	Complete	Project Complete
Total	\$600,000	\$-	\$600,000		

2019 Bond Program	Bond Amount	Other Funding	Project Cost	Bonds Issued to Date	Programmed Future Bond Issuance from 2019 Authorization
Total	\$70,620,000	\$18,118,640	\$88,738,640	\$33,748,000	\$36,872,000

Committed Projects

- Vitruvian Park Public Infrastructure
 - Total commitment of approximately \$50 million
 - \$41.5 million invested to date
 - \$8.5 million remaining with preliminary plans for \$3 million in 2025 and \$5.5 million in 2030 based on developer schedule
- Addison Grove
 - Total commitment of up to \$6.5 million
 - Town has set aside approximately half the commitment in cash
 - Remaining funding from certificates of obligation
 - Anticipate the developer meeting first two incentive terms in 2024 or 2025

- Transit Oriented Development Parking Garage and Public Infrastructure
 - Estimated cost of parking garage is \$15 million funded by GO Bonds (\$3 million) and Certificates of Obligation (\$12 million)
 - Estimated cost of public infrastructure is \$14 million funded by Certificates of Obligation issued

Recommended Facility Projects

- Town facility projects
 - New Police Station funded by certificates of obligation issued in FY2025-27
 - Conference Center office transition cash funded by the Infrastructure Investment Fund
- Other facility projects
 - Construction of NTECC 2, a new facility for emergency communications that replaces leased space. This project would be funded by certificates of obligation issued in FY2024.

Tax Rate Impact from Bond Committee in 2019

Estimated I&S Tax Rate Impact⁽¹⁾⁽²⁾⁽³⁾

FYE	2019 Bond Propositions									Total Projected
	Existing	"Committed"	Prop A	Prop B	Prop C	Prop D	Prop E	Total All Props		
2019	\$ 0.1428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.1428
2020	0.1240	0.0258	-	-	-	-	-	-	-	0.1497
2021	0.1200	0.0435	0.0026	-	0.0007	0.0028	0.0016	0.0077		0.1712
2022	0.1146	0.0602	0.0212	-	0.0055	0.0093	0.0015	0.0375		0.2122
2023	0.1108	0.0628	0.0351	0.0042	0.0053	0.0114	0.0015	0.0574		0.2311
2024	0.1071	0.0656	0.0340	0.0205	0.0071	0.0109	0.0014	0.0738		0.2465
2025	0.1037	0.0634	0.0252	0.0414	0.0097	0.0107	0.0014	0.0883		0.2554
2026	0.1004	0.0703	0.0309	0.0344	0.0092	0.0103	0.0013	0.0862		0.2569
2027	0.0970	0.0679	0.0306	0.0411	0.0091	0.0100	0.0013	0.0920		0.2568
2028	0.0863	0.0656	0.0296	0.0456	0.0089	0.0096	0.0012	0.0948		0.2467
2029	0.0779	0.0633	0.0285	0.0441	0.0084	0.0092	0.0012	0.0915		0.2326
2030	0.0753	0.0613	0.0275	0.0425	0.0082	0.0090	0.0012	0.0883		0.2249



Assumptions:

(1) Future Taxable Assessed Values assume 3.5% growth through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2019 Sales assume 3.00% (current rates plus 0.25%)

2020 Sales assume current rates plus 1.00% = 4.75%

2021 Sales and beyond assume current rates plus 1.25% = 5.00%

Tax Rate Impact Current Estimate

FYE	Net Existing Debt Service	Projected Tax Rate For Existing Debt Service ⁽²⁾	\$25,600,000 Programmed Funding GO/CO 2025-2030 Total Debt Service	SIB Loans \$44,600,000 3.00% Total D/S	2024 Certificates of Obligation \$5,400,000 4.50%			Tax Rate Impact ⁽²⁾	Net Total Debt Service Paid by Taxes	Projected Total Calculated Tax Rate ⁽²⁾
					Principal	Interest	Total			
2024	9,450,435	0.1595	-	-	-	-	-	9,450,435	0.1595	
2025	9,390,279	0.1504	-	1,010,000	255,000	209,588	464,588	10,864,866	0.1741	
2026	9,407,429	0.1470	406,292	2,018,200	235,000	226,238	461,238	12,293,158	0.1921	
2027	9,403,449	0.1434	1,196,194	2,997,150	245,000	215,438	460,438	14,057,231	0.2144	



Assumptions:

(1) FYE 2024 is the Town's final TAV as provided by Dallas Central Appraisal District. Future values assume 5% growth in FYE 2025 and 2.5% growth thereafter as supplied by Town officials.

(2) Collection Percentage: 96.5% Tax Rate for FYE 2024 is actual. All other years are projections.

(3) Interest Rate Assumptions:

2024 Sales assume 4.50%

2025 Sales and beyond assume 5.00%

Tax Rate Impact Current Estimate

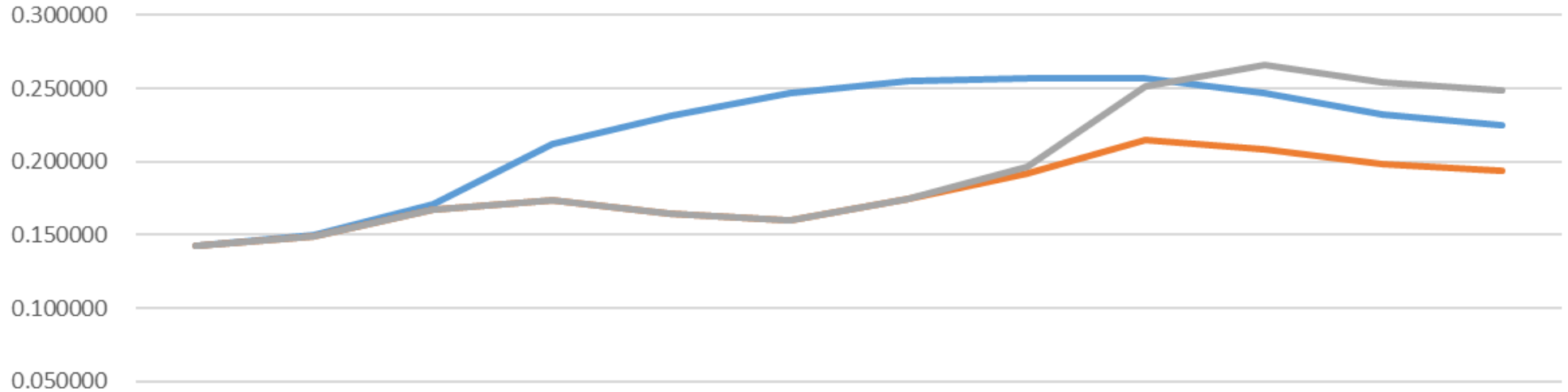
FYE	Potential \$35 Million (Police Station)					Potential \$14 Million (Transit Oriented Development)				Net Total Debt Service Paid by Taxes	Projected Total Calculated Tax Rate ⁽²⁾
	\$3,500,000 8/1/25 - 5.00% Total D/S	\$20,000,000 8/1/26 - 5.00% Total D/S	\$11,500,000 8/1/27 - 5.00% Total D/S	Total	Tax Rate Impact ⁽²⁾	\$7,000,000 8/1/26 - 5.00% Total D/S	\$7,000,000 8/1/27 - 5.00% Total D/S	Total	Tax Rate Impact ⁽²⁾		
2024				-				-		9,450,435	0.1595
2025				-				-		10,864,866	0.1741
2026	279,306			279,306	0.00437			-		12,572,463	0.1965
2027	277,250	1,584,889		1,862,139	0.02840	553,736		553,736	0.00844	16,473,106	0.2512
2028	276,623	1,586,250	909,361	2,772,236	0.04124	554,750	553,736	1,108,486	0.01649	17,876,112	0.2660

Assumptions:

- (1) FYE 2024 is the Town's final TAV as provided by Dallas Central Appraisal District. Future values assume 5% growth in FYE 2025 and 2.5% growth thereafter as supplied by Town officials.
- (2) Collection Percentage: 96.5% Tax Rate for FYE 2024 is actual. All other years are projections.
- (3) Interest Rate Assumptions:
 - 2024 Sales assume 4.50%
 - 2025 Sales and beyond assume 5.00%

Tax Rate Impact Comparison

Tax Rate Comparison



	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
2019 Bond Committee	0.142800	0.149700	0.171200	0.212200	0.231100	0.246500	0.255400	0.256900	0.256800	0.246700	0.232600	0.224900
Current Program	0.142648	0.149383	0.167567	0.173551	0.164740	0.159492	0.174100	0.192100	0.214400	0.208200	0.198200	0.193500
Including Police Station and TOD	0.142648	0.149383	0.167567	0.173551	0.164740	0.159492	0.174100	0.196500	0.251200	0.266000	0.254500	0.248500

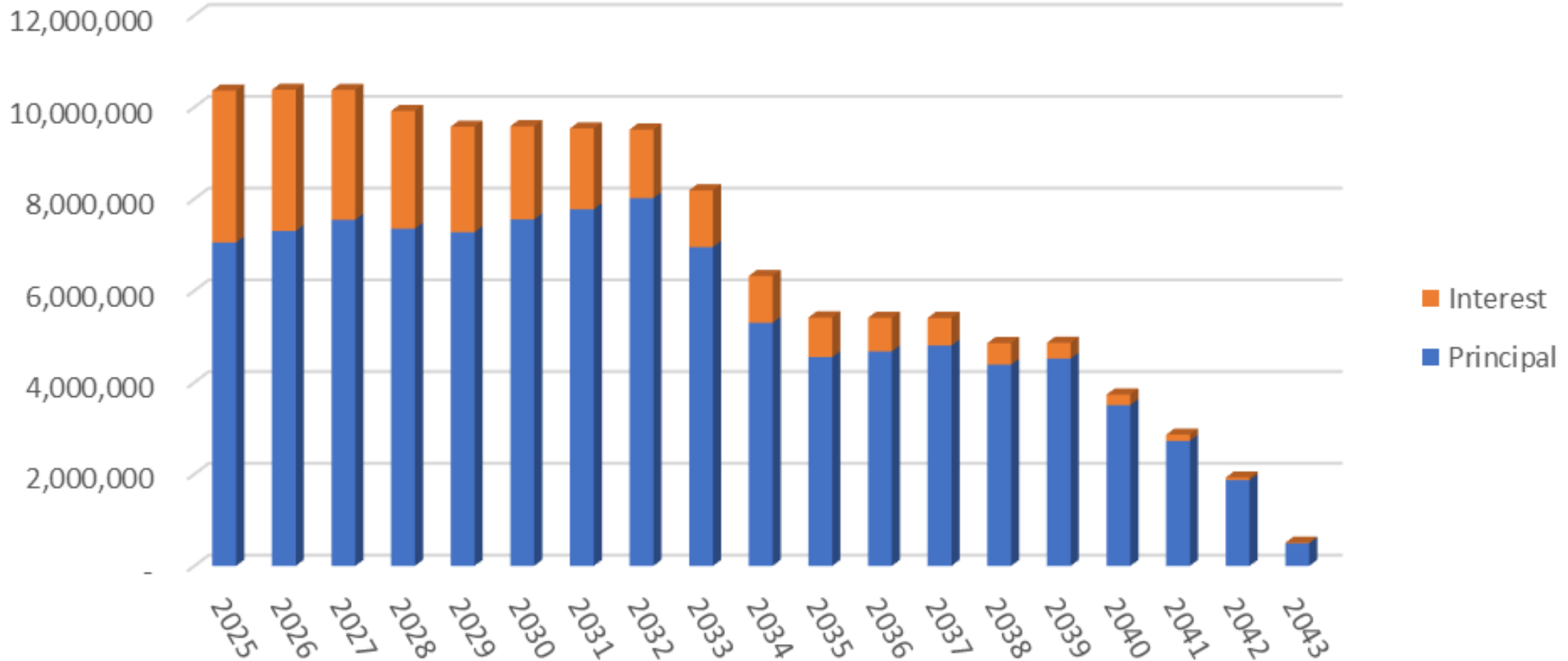
— 2019 Bond Committee
 — Current Program
 — Including Police Station and TOD

Potential Future Projects

- Implementation of Addison Circle Park Vision Plan
 - Addison Circle Park Vision Plan in completion in FY 2024
- Continued Implementation of Trails Master Plan
 - Plan approved in 2021, phase 1 implementation underway but not fully funded
- Continued Investment in Infrastructure/Road Improvements
 - Results from pavement condition assessment may be used to create recommendations for the next bond program
- Athletic Club/Quorum Park
- NTTA Tollway Pedestrian Crossing

Existing Debt Service

Town of Addison - Tax Supported Debt Service



Capital Improvement Plan Funding

TOWN OF ADDISON CAPITAL IMPROVEMENTS PROGRAM ALL FUNDS SUMMARY FY2024-25

	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
FUNDS						
General Obligation & Cert. of Obligation	\$25,031,162	\$11,138,239	\$35,367,659	\$32,827,706	\$ 7,000,000	\$111,364,766
State Infrastructure Bank Loans	-	22,187,000	22,413,000	-	-	44,600,000
Self-Funded Special Projects Fund	41,210	285,000	216,300	-	-	542,510
Streets Self-Funded Fund	905,000	4,214,675	4,320,000	-	-	9,439,675
General Grant Funds	-	-	1,280,000	-	-	1,280,000
Infrastructure Investment Fund	2,441,073	1,500,000	-	-	-	3,941,073
Utility Certificates of Obligation	3,379,333	2,200,000	1,153,600	900,000	2,987,800	10,620,733
Utility Fund Cash Reserves	-	1,220,000	155,000	-	166,000	1,541,000
Stormwater Certificates of Obligation	40,369	-	2,500,000	2,800,000	-	5,340,369
Stormwater Fund Cash Reserves	91,931	-	-	-	-	91,931
Airport Fund Certificates of Obligation	1,050,000	2,786,000	10,039,000	-	-	13,875,000
Airport Fund Grant Funds	11,082,752	-	108,000	1,008,000	-	12,198,752
Airport Fund Cash Reserves	716,232	3,458,000	1,307,000	112,000	-	5,593,232
TOTAL	\$ 44,779,062	\$ 48,988,914	\$ 78,859,559	\$ 37,647,706	\$ 10,153,800	\$ 220,429,041

Capital Improvement Plan Projects

GENERAL GOVERNMENT CAPITAL IMPROVEMENTS PROGRAM FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Vitruvian West Streetscape and Bella Lane Extension	\$ 4,273,519	\$ -	\$ 896,741	\$ -	\$ -	\$ -	\$ 5,170,260
Quorum Drive Reconstruction	410,888	3,792,602	10,000,000	12,900,000	-	-	27,103,490
Pedestrian Connectivity - Cotton Belt/Silver Line	-	307,469	-	-	-	-	307,469
License Plate Recognition System Expansion	1,930,704	69,296	-	-	-	-	2,000,000
Midway Road Reconstruction	30,094,228	12,261,810	-	-	-	-	42,356,038
Keller Springs Reconstruction	1,867,053	3,032,947	8,000,000	4,000,000	-	-	16,900,000
Airport Parkway Reconstruction	890,047	150,000	3,400,000	4,959,953	-	-	9,400,000
Improvements to Existing Buildings	3,179,046	1,573,220	616,490	-	-	-	5,368,756
Athletic Club Improvements	5,319,173	30,458	-	-	-	-	5,349,631
Trail Rehab, Expansion, Wayfinding	329,042	83,683	-	-	-	-	412,725
Montfort Drive Reconstruction	146,910	753,090	4,187,000	9,513,000	-	-	14,600,000
Les Lacs Pond Improvements	609,500	1,223,400	1,879,208	-	-	-	3,712,108

Capital Improvement Plan Projects

GENERAL GOVERNMENT CAPITAL IMPROVEMENTS PROGRAM

FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Vitruvian Park Phase 9, Block 701	1,062,120	519,397	-	-	-	-	1,581,517
Vitruvian Park Phase 6, Blocks 301, 302 and 303	-	750,000	1,904,075	-	-	-	2,654,075
Vitruvian Park Phase 7, Blocks 204, 210, 402 and 403	-	-	-	2,127,706	2,127,706	-	4,255,412
Vitruvian Park Phase 8, Remaining Blocks	-	-	-	-	1,500,000	-	1,500,000
Beltway Drive Trail	-	500,000	1,697,500	-	-	-	2,197,500
Transit-Oriented Development Parking Garage	-	-	-	5,000,000	10,000,000	-	15,000,000
North Texas Emergency Communications (NTECC) Facility	-	500,000	200,000	2,000,000	700,000	-	3,400,000
AAC Outdoor Pool Restrooms / Perimeter Fence Renovation	-	-	60,000	216,300	-	-	276,300
Westgrove & Quorum Bicycle Lanes and Airport Viewing Area	-	-	563,900	1,600,000	-	-	2,163,900
Police and Courts Facility	-	-	3,500,000	20,000,000	11,500,000	-	35,000,000
Service Center Lobby Renovations	-	25,000	225,000	-	-	-	250,000
Transit-Oriented Development Infrastructure	-	-	-	-	7,000,000	7,000,000	14,000,000
TOTAL	\$ 50,112,230	\$ 25,572,372	\$ 37,129,914	\$ 62,316,959	\$ 32,827,706	\$ 7,000,000	\$ 214,959,181

Capital Improvement Plan Projects

TOWN OF ADDISON INFRASTRUCTURE INVESTMENT FUND FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Traffic Signal and ADA Improvements	\$ 108,927	\$ 1,391,073	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Redding Trail Extension/Dog Park	-	550,000	-	-	-	-	550,000
Conference Center Renovations	-	500,000	1,500,000	-	-	-	2,000,000
TOTAL	\$ 108,927	\$ 2,441,073	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 4,050,000

TOWN OF ADDISON STORMWATER CAPITAL IMPROVEMENTS PROGRAM FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Rawhide Creek Basin Improvements - Les Lacs Area	\$ 2,190,305	\$ 132,300	\$ -	\$ -	\$ -	\$ -	\$ 2,322,605
Keller Springs Reconstruction	-	-	-	2,800,000	-	-	2,800,000
Les Lac Pond	-	-	2,500,000	-	-	-	2,500,000
TOTAL	\$ 2,190,305	\$ 132,300	\$ 2,500,000	\$ 2,800,000	\$ -	\$ -	\$ 7,622,605

Capital Improvement Plan Projects

TOWN OF ADDISON UTILITY CAPITAL IMPROVEMENTS PROGRAM FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Marsh Lane/Spring Valley Road Water Main Replacement	-	-	-	-	-	567,000	567,000
Lake Forest Drive Utility Improvements	391,771	1,188,152	-	-	-	-	1,579,923
Addison Road/Westgrove Drive Water Main Replacement	-	-	-	-	-	1,033,300	1,033,300
Excel Parkway/Addison Road Water Main Upsizing	-	-	-	-	-	268,500	268,500
New Water Main Loop - Excel Parkway / Addison Road	-	-	-	-	-	495,000	495,000
Beltway Drive/Belt Line Road Water Main Replacement	-	-	-	640,900	500,000	-	1,140,900
Sydney Drive/Marsh Lane Water Main Upsizing	-	-	-	667,700	400,000	-	1,067,700
Excel Parkway/Addison Road Sewer Improvements	-	-	-	-	-	390,000	390,000
Addison Road/Belt Line Road and Addison Road/Edwin Lewis Drive Sewer Improvements	-	-	-	-	-	400,000	400,000
Celestial Pumpstation Pump #3 Replacement	-	450,000	-	-	-	-	450,000
Celestial Pumpstation Pump #1 Replacement	-	450,000	-	-	-	-	450,000
Surveyor Pump Station Electrical Upgrades	118,819	861,181	-	-	-	-	980,000
SCADA and Kellway Electrical Control Panel Upgrades	-	430,000	-	-	-	-	430,000
AMI Water Meter Modernization	-	-	3,150,000	-	-	-	3,150,000
Celestial Pump Station Bathroom Addition	-	-	45,000	-	-	-	45,000
Addison Circle Tower Driveway	-	-	225,000	-	-	-	225,000
TOTAL	\$ 510,590	\$ 3,379,333	\$ 3,420,000	\$ 1,308,600	\$ 900,000	\$ 3,153,800	\$ 12,672,323

Capital Improvement Plan Projects

TOWN OF ADDISON AIRPORT CAPITAL IMPROVEMENTS PROGRAM FY2024-25

	Actual Prior Years	Estimated 2023-24	Budget 2024-25	Budget 2025-26	Budget 2026-27	Budget 2027-28	Project Total
PROJECTS							
Bravo/Golf Taxiway Improvements	1,770,288	9,607,752	-	-	-	-	11,378,040
Airport Access & Security Improvements	-	-	-	120,000	1,120,000	-	1,240,000
Runway 15/33 Redesignation & Taxiway Alpha Rejuvenation	14,750	1,560,250	-	-	-	-	1,575,000
Metal Hangar Roof Replacements	-	170,170	-	-	-	-	170,170
Airport Fuel Storage Expansion	89,460	109,340	3,336,000	11,334,000	-	-	14,868,800
Jimmy Doolittle Drive Reconstruction	121,028	565,972	1,000,000	-	-	-	1,687,000
Eastside Airport Service Road Reconstruction	-	500,000	1,483,000	-	-	-	1,983,000
Airport Regulated Garbage Utility Building	-	-	275,000	-	-	-	275,000
West Perimeter Fencing Improvements	-	65,500	-	-	-	-	65,500
Wiley Post Building Improvements	-	120,000	-	-	-	-	120,000
Wiley Post Parking Lot Reconstruction	-	150,000	-	-	-	-	150,000
License Plate Recognition and Optical Camera System Expansion	200,000	-	-	-	-	-	200,000
4533 Glenn Curtiss (U2) Roof Replacement	-	-	150,000	-	-	-	150,000
TOTAL	\$ 2,195,526	\$ 12,848,984	\$ 6,244,000	\$ 11,454,000	\$ 1,120,000	\$ -	\$ 33,862,510

2024 Proposed Certificates of Obligation

- Total CO issuance in the amount of \$10,700,000
- \$3,400,000 for NTECC 2
- \$1,150,000 for a replacement Spartan Fire Engine
- \$850,000 for Addison Grove incentive payments
- \$5,300,000 for Stormwater Capital Improvement Projects supported by Stormwater revenue
 - \$2,800,000 – Keller Springs Road
 - \$2,500,000 – Les Lacs Pond

- June 25th - Present plan to the Council
- July 23rd - City Council considers Resolution authorizing Notice of Intent Publication for Certificates of Obligation
- July 26th - First Publication of Notice of Intent to Issue Certificates of Obligation
- August 2nd - Second Publication of Notice of Intent to Issue Certificates of Obligation
- Week of August 12th – Ratings calls
- August 28th - Receive ratings
- September 10th - Hold competitive sale for the bonds
- September 10th - Present ordinance authorizing the sale to Council
- October 9th - Receive proceeds from bond sale



City Council (FY24)

4. d.

Meeting Date: 06/25/2024

Department: Finance

AGENDA CAPTION:

Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.

BACKGROUND:

Staff will present information related to the proposed Fiscal Year 2025 Annual Budget for City Council consideration.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Economic Development FY 2025 Budget



Economic Development

Department

PRESENTATION

June 25, 2024



MAJOR ACCOMPLISHMENTS

For FY2024

MAJOR ACCOMPLISHMENTS

For FY2024



- Hired new Economic Development Analyst.
- Recruited new office developer for Transit-Oriented Development (TOD) project and renegotiated incentive request.
- The Council approved ground lease and zoning for TOD.
- Developed a brand refresh and marketing plan for the Town of Addison, introducing digital marketing.
- Initiated field research and data analysis to report market trends, informing economic development strategy.



OBJECTIVES FOR

For FY2025

OBJECTIVES

For FY2025



- Initiate new incentive programs for the modern workforce to include an Amenity/Collaborative Spaces Grant and an Employee Restaurant Voucher programs.
- Propose a Tax Increment Reinvestment Zone (TIRZ) for both the TOD and the Inwood Corridor.
- Execute partnerships for the Retail Façade Improvement Program.
- Enact a Business Survey to gather market data and replace the Business Registration program.
- Leverage existing & new partnerships to host business engagement events.
- Develop and train Economic Development staff on fundamental concepts and current market trends.



RESOURCE

Maximization



Elimination of the Business Registration Program and Introduction of the Business Survey Program.

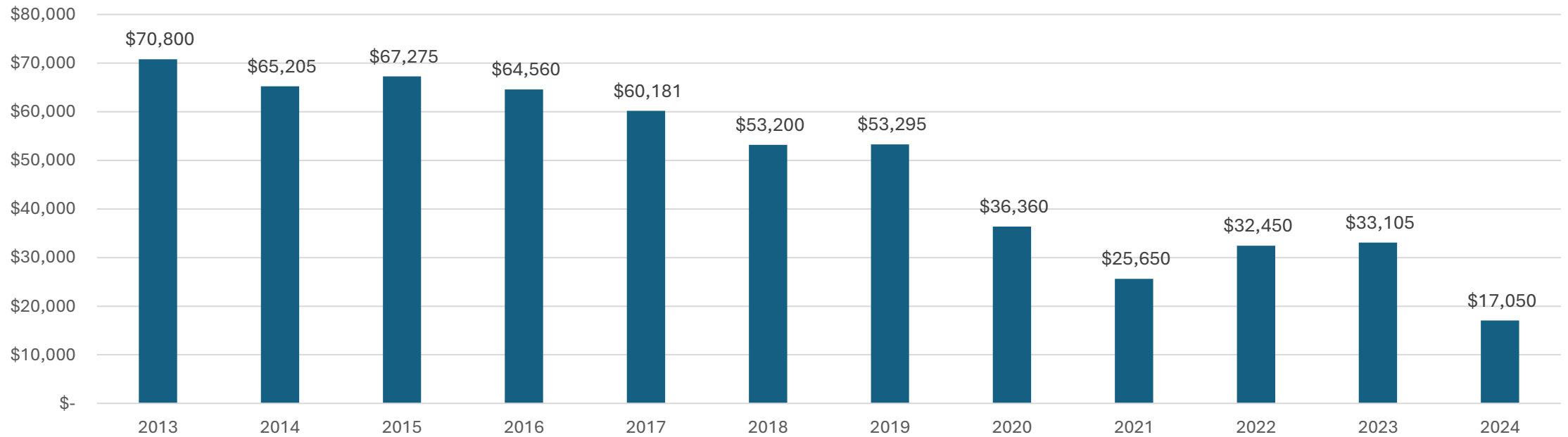
- **Process Improvement:**
 - Removes fees and regulatory burdens, enhancing relations between the Town and the business community.
 - Produces more valuable and updated data.
 - Shifts staff time from processing and troubleshooting to data analysis and strategic guidance.
- **Technology Improvement:**
 - Transitions from the incompatible Munis system to Survey Monkey.
 - Seamless integration with CRM platform Hubspot for improved efficiency.

**Estimated Work
Hours Saved**

250.0 Hours



BUSINESS REGISTRATION REVENUES BY YEAR





DECISION

Packages

Priority 1 – Employee Meal Vouchers (Blue Dot Program)

- Implement pilot program for employee meal vouchers for targeted businesses as part of the Business Survey Program.
- New BRE touch point to strengthen established & new relationships.
- Incentivize business residents to work from office.
- Support and bring new business to Addison Restaurants.
- **Key Focus Area (KFA): Economic Development and Revitalization**
 - **Strategic Objective: Pursue new economic development and zoning tools to revitalize declining areas.**

Cost	Funding Type	Funding Source
\$200,000	One-Time	Economic Development Fund



What is *open* *America!*
rewards



City-wide rewards program to incentivize consumers to shop at local businesses within your jurisdiction

- ✓ Directly stimulate your economy and speed up recovery
- ✓ Keep local dollars local
- ✓ Consumers love, businesses grow!



Key differentiators:

- ✓ No actions required from businesses
- ✓ Supports all methods of payment when customers shop (e.g. credit card, debit card, cash)
- ✓ Supports both digital and non-digital payout methods for rewards redemption (eg. Venmo, PayPal, Zelle, check)
- ✓ Maximize economic impact ROI on your investment
- ✓ Launch within a week
- ✓ No administrative overhead



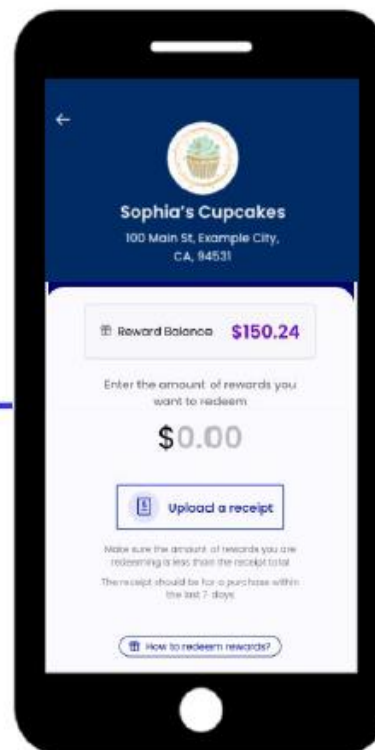


Consumer experience: how to redeem rewards

Let's say you want to redeem \$5 from your rewards balance for a weekend brunch



Pay for your brunch in full at the restaurant



Enter the amount of rewards you want to use (eg. \$5) and submit the receipt



You will receive the \$5 via your selected payout method. That's it!

DECISION

Packages

The logo for ADDISON, featuring the word "ADDISON" in white capital letters inside a blue circle. The background of the slide features a decorative pattern of colorful squares and lines in shades of red, yellow, orange, blue, and purple.

Priority 1 – Employee Meal Vouchers (Blue Dot Program)

- Target Primary Employers .
- Employers that participate in the business survey are eligible for the program.
- Estimated number of primary employees: 68,000.
- \$10 voucher per employee of participating employers.
- Budget anticipates a 30% participation rate.
- Pilot program includes a one time only \$10 voucher per employee, data from results may inform future use of vouchers as incentives as part business retention and recruitment.

Cost	Funding Type	Funding Source
\$200,000	One-Time	Economic Development Fund



FUND

Summary

FUND

Summary

The logo for Addison, featuring the word "ADDISON" in white, uppercase letters inside a blue circle. The background of the page features a decorative pattern of colorful squares and rectangles in shades of red, yellow, orange, blue, and purple.

	Actual 2022-23	Budget 2023-24	Estimated 2023-24	Budget 2024-25
BEGINNING BALANCES	\$ 1,980,287	\$ 1,952,519	\$ 2,592,507	\$ 2,486,348
REVENUES:				
Ad valorem Taxes	\$ 1,298,984	\$ 1,401,782	\$ 1,401,782	\$ 1,486,369
Service Fees	33,105	60,000	20,000	-
Interest and Other Income	34,580	40,000	75,000	75,000
TOTAL OPERATIONAL REVENUE	<u>\$ 1,366,669</u>	<u>\$ 1,501,782</u>	<u>\$ 1,496,782</u>	<u>\$ 1,561,369</u>
Transfers from other funds	768,000	-	-	-
TOTAL REVENUES	<u>\$ 2,134,669</u>	<u>\$ 1,501,782</u>	<u>\$ 1,496,782</u>	<u>\$ 1,561,369</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 4,114,956</u>	<u>\$ 3,454,301</u>	<u>\$ 4,089,289</u>	<u>\$ 4,047,717</u>
EXPENDITURES:				
Personnel Services	\$ 496,340	\$ 465,625	\$ 465,625	\$ 504,152
Supplies	16,678	15,317	15,317	14,308
Maintenance	9,735	10,040	10,040	44,728
Contractual Services	866,491	927,244	927,244	904,360
Capital Replacement / Lease	133,205	9,715	9,715	9,715
TOTAL OPERATIONAL EXPENDITURES	<u>\$ 1,522,449</u>	<u>\$ 1,427,941</u>	<u>\$ 1,427,941</u>	<u>\$ 1,477,263</u>
One-Time Decision Packages	-	175,000	175,000	200,000
TOTAL EXPENDITURES	<u>\$ 1,522,449</u>	<u>\$ 1,602,941</u>	<u>\$ 1,602,941</u>	<u>\$ 1,677,263</u>
ENDING FUND BALANCES	<u>\$ 2,592,507</u>	<u>\$ 1,851,360</u>	<u>\$ 2,486,348</u>	<u>\$ 2,370,454</u>
Fund Balance Percentage	170.3%	129.7%	174.1%	160.5%

INCENTIVE

Projections



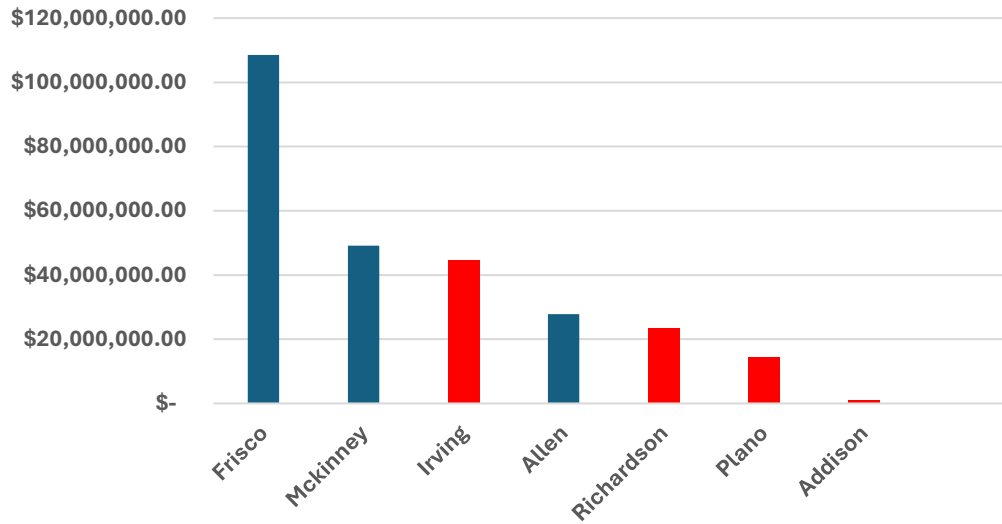
Grantee	FY 24	FY 25	FY26	FY 27-30	Future Commitments
Firehawk Aerospace (BPP)	12,293.20	12,293.20	12,293.20	24,586.40	61,466.00
Firehawk Aerospace	25,000.00	25,000.00	25,000.00	-	75,000.00
Tyton Holdings	33,333.33	33,333.34	-	-	66,666.67
Aerospace Quality Research & Dev.	23,333.33	23,333.34	-	-	46,666.67
Mexico Foods LLC (El Rancho, Inc.)	16,666.67	16,666.66	-	-	33,333.33
Wingstop	37,000.00	37,000.00	-	-	74,000.00
American Trailer World	25,333.33	25,333.33	-	-	50,666.66
Marriott Hotel (10-year program)	15,000.00	15,000.00	15,000.00	15,000.00	60,000.00
TOTAL COMMITMENTS(Excluding VOP)	187,959.86	187,959.87	52,293.20	39,586.40	467,799.33
VOP LLP (20-year program)	328,090.29	350,000.00	350,000.00	1,400,000.00	2,100,000.00
TOTAL COMMITMENTS	516,050.15	537,959.87	402,293.20	1,439,586.40	2,567,799.33
Additional 380 Agreements (Not Eco Dev Fund)					
Addison Grove	-	-	-	6,770,000.00	6,770,000.00
Actual payment, not estimate					
Estimates based in previous years					

COMPETITOR CITIES

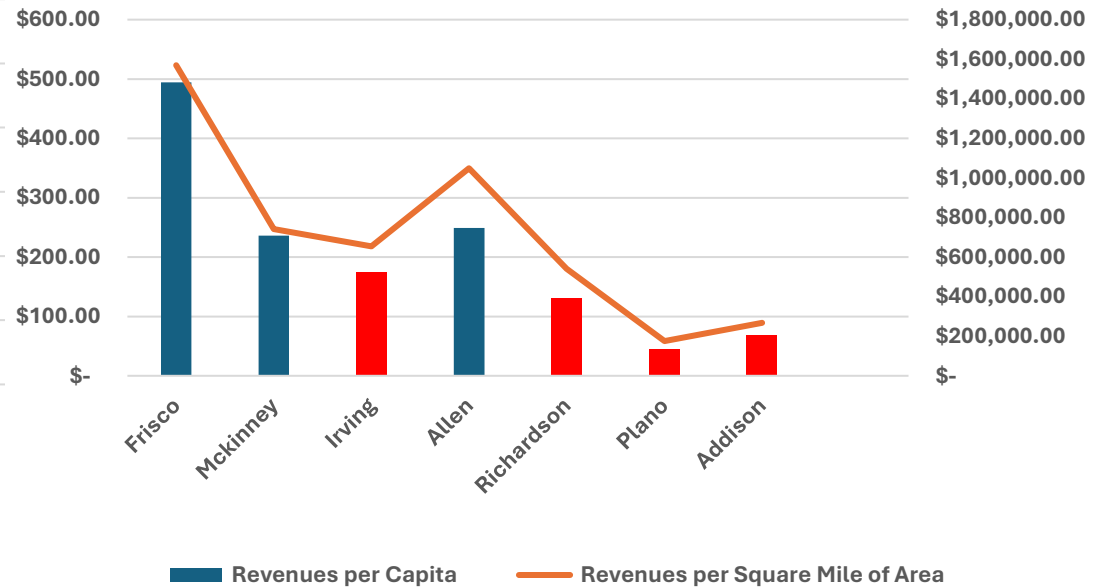
Revenues and Tax Collection



Total EDO Revenues FY 21-22



Revenues per Capita and Land Area



- Sales Tax Economic Development Corporations
- DART Cities

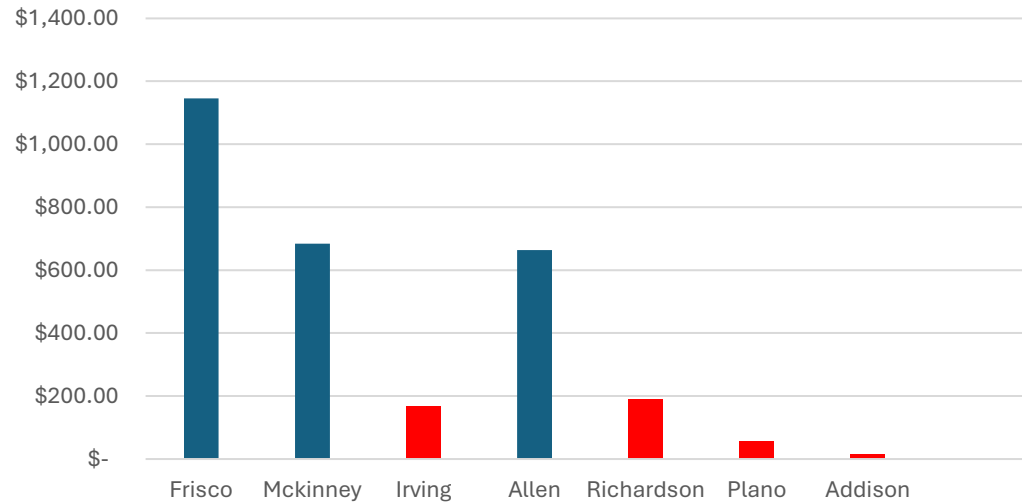
- Revenues include all sales tax, property tax, tax reinvestment zones, intergovernmental revenue & abatement revenues forgone that were dedicated to economic development.

COMPETITOR CITIES

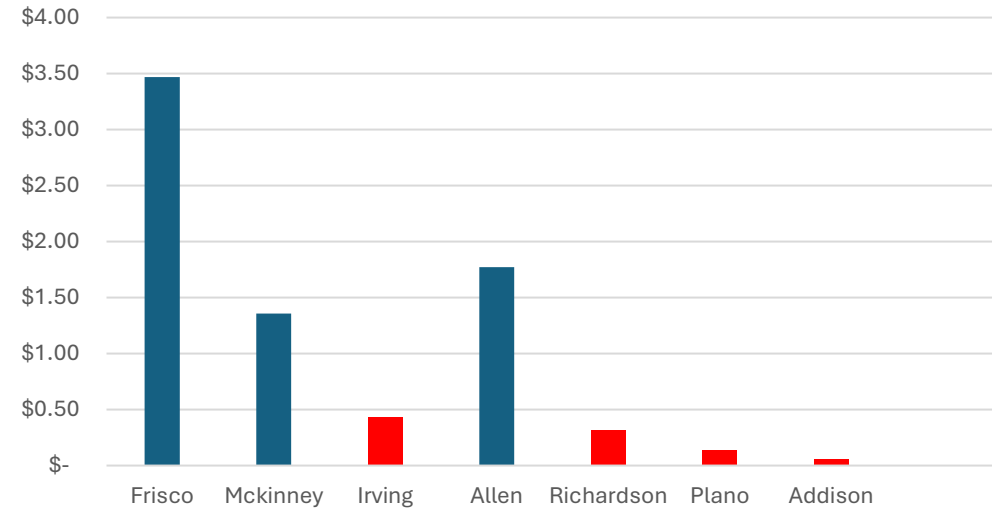
Revenues and Tax Collection



Revenues per Business Residents



Revenues per SQFT of Commercial Space



- Sales Tax Economic Development Corporations
- DART Cities

- Revenues include all sales tax, property tax, tax reinvestment zones, intergovernmental revenue & abatement revenues forgone that were dedicated to economic development.



ADDISON

QUESTIONS?



City Council (FY24)

2. a.

Meeting Date: 06/25/2024

Department: City Secretary

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: 06/25/2024

Department: City Secretary

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: 06/25/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the June 11, 2024 City Council Meeting.

BACKGROUND:

The minutes for the June 11, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 11, 2024 City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 11, 2024

**Addison Conference Centre
15650 Addison Road, Addison, TX 75001
5:00 PM Work Session -Acacia Room
7:00 PM Regular Meeting – Buckthorn & Sycamore Rooms**

Present: Mayor Bruce Arfsten; Mayor Pro-Tempore Darren Gardner; Deputy Mayor Pro-Tempore Nancy Craig; Council Member Chris DeFrancisco; Council Member Howard Freed; Council Member Marlin Willesen

Absent: Council Member Dan Liscio

WORK SESSION

The Addison City Council will convene the Work Session in the Acacia Room at 5:00 PM

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

Mayor Arfsten called the meeting to order in the Acacia Room at 5:00 PM.

2. **Citizen Comments on the Consent Agenda Items.** *This item allows citizens to speak on any item listed on the Consent Agenda prior to its consideration. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the beginning of this item.*

No citizens requested to address the City Council on an item included on the Consent Agenda.

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

a. **Council Questions and Answers**

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 5:02 PM.

4. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following items:

- a. Section 551.071(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 551.074 (a) (1) Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.
 - City Secretary Appointment

5. 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 matters discussed in the Closed Meeting.

Mayor Arfsten convened the City Council into Open Meeting at 6:21 PM. No action was taken as a result of the Closed Meeting.

6. Work Session Reports

- a. **Present and discuss the proposed creation of a Tourism Public Improvement District (TPID) in Addison.**

[Director of Marketing & Tourism, Mary Rosenbleeth]

Director of Marketing & Tourism Mary Rosenbleeth provided an introduction to Tourism Public Improvement Districts (TPID). A TPID is a specific type of public improvement district created under state law designed to enhance and promote tourism and hotel-related activities within a designated area. The primary aim is to fund enhanced marketing and sales initiatives which draw convention and group business to a city.

Recently, Addison's Marketing and Tourism Department discussed with local hoteliers the possibility of establishing a TPID in order to be more competitive with area cities when soliciting group business. Dallas, Arlington, and Frisco have had TPIDs for several years. A total of seven cities across Texas have created TPIDs, and a number of other cities are considering the creation of their own TPID as well.

In 2019, the Texas Legislature amended state law to provide all Texas municipalities with the authority to create a tourism public improvement district within their city. A petition to create the TPID and the service plan must be signed by owners of over 60 percent of the total appraised value of hotels within the proposed district and one of the two following criteria:

60+% of the surface area of hotels within the district; OR
60+% of the number of hotels within the district

Addison and the Texas Hotel and Lodging Association held informational meetings with Addison hotels and did individual outreach. Support for the proposed TPID among the Addison hotel community is strong.

The Proposed Addison TPID Parameters:

- Hotels in Addison with 50 rooms or more will be assessed a 2.0% fee on all taxable hotel room sales.
- Any new hotels constructed after the creation of the District with 50 or more rooms will be added to the District pursuant to state law.
- The District Service Plan is for a 10-year period.

The TPID is estimated to generate \$12.6 Million during the 10-year period. The improvements funded by the TPID will be overseen by a non-profit management corporation, the Board of which will be composed of hoteliers within the district.

TPID funds may only be used as set forth in the service plan and as provided under state law. State law restricts TPID expenditures to those relating to “advertising, promotion or business recruitment [...] directly related to Hotels (Local Government Code Chapter 372.0035(e)).

Addison tourism staff will serve as the administrative entity responsible for implementing the decisions and recommendations of the Addison TPID corporation Board.

The TPID assessment is collected under the same schedule and process now in place for local hotel tax collections. An annual budget and service plan will be implemented by Addison Marketing and Tourism under the oversight of the Addison TPID Board. State law requires that City Council review and approve the service plan annually throughout the term of the District.

Revenue from the assessment would be focused on four service categories: marketing (35%), sales (50%), administrative (15%), and tourism research (5%). A copy of the proposed service plan and petition are included with the agenda item. Once the Town approves of the service plan and petition document, petitions will be gathered from hoteliers within the proposed district. The Town may not edit the petition or the service plan once the petition drive has commenced. Once a complete petition is submitted to the Town, the Town will review it to validate the sufficiency of the signatures, and to determine whether the 60% threshold has been met.

After validation of the petition, the City Council will order two public hearings as required by state law to create the district, set the assessment rate, and approve assessment roll.

Mayor Arfsten closed the Work Session at 6:55 PM with the decision to present Work Session Items #6b. through #6d. after the Regular Council Meeting items.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:03 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**

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

b. **Employee Recognition**

- Police Department: Deputy City Manager Passion Hayes introduced Police Chief – Chris Freis

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 citizens requested 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.*

- Consider action on the Minutes from the May 28, 2024 City Council Meeting.**
- Resolution No. R24-049: Consider action on a Resolution approving an agreement between the Town of Addison, Texas and Tri-Lam Roofing & Waterproofing, Inc. for the replacement of the roof at 4310 Wiley Post Road and authorizing the City Manager to execute the Agreement in an amount not to exceed \$95,990.**
- Resolution No. R24-050: Consider action on a Resolution approving of the purchase of thirty-four (34) Panasonic rugged laptops and accessories for police vehicles and fire apparatus through DIR, the Texas Department of Information Resources contract with MCT, Mobile Concepts Technology in an amount not to exceed \$174,652.**

- d. **Resolution No. R24-051: Consider action on a Resolution approving an agreement between the Town of Addison and Kleen Pipe Underground Pipe Maintenance for repair and cleaning of stormwater pipe and authorizing the City Manager to execute the agreement in an amount not to exceed \$117,195.**

MOTION: Mayor Pro-Tempore Gardner moved to approve §4 - CONSENT AGENDA (a-d) as presented. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

Work Session – Continued

Mayor Arfsten resumed the Work Session at 7:08 PM with Item #6c.

6.
b. **Present and discuss Addison Kaboom Town! 2024**
[Director of Special Events & Theatre, Abby Morales]

Director of Special Events & Theatre Abby Morales presented an update on the Addison Kaboom Town! event that will take place on July 3, 2024. The presentation highlighted the flights and sights that will come together to create an amazing night. Changes to this year's event such as pricing for non-Addison residents and a new cooler restriction were noted as well.

- c. **Present and discuss the Proposed Annual Budget for the Town of Addison for Fiscal Year 2025 (beginning October 1, 2024, and ending September 30, 2025), including, but not limited to, the General Fund, Utility Fund, Stormwater Fund, Airport Fund, Hotel Fund, Economic Development Fund, Information Technology Fund, Capital Replacement Fund, Infrastructure Investment Fund, and Long-Term Planning.**
[Chief Financial Officer, Steven Glickman and Addison Airport Director, Joel Jenkinson]

Chief Financial Officer Steven Glickman provided an update to the Council on the FY25 Budget process that is currently underway. This year, the Council will be receiving updates on some departmental budgets from directors in advance of the Budget Workshops scheduled for August 2024.

Addison Airport Director Joel Jenkinson presented the Addison Airport's proposed budget for FY25. During this presentation, the following components were addressed:

- FY24 Major Accomplishments
- FY25 Objectives
- Resource Maximization Efforts
- Revenue Decision Packages
- Decision Packages
- Capital Improvement Program (CIP) Requests

Chief Financial Officer Steven Glickman then provided an update on the Airport's fund summary

and 10-year financial outlook.

d. **Present and discuss City Council boards, commissions, and liaison appointments.**

[Interim City Secretary, Valencia Garcia]

Interim City Secretary Valencia Garcia provided an update on place assignments for the newly elected City Council Members for the Planning & Zoning Commission and the Board of Zoning Adjustments. Annually, in December, the Mayor & City Council make Board and Commission appointments. However, if a member resigns, the resignation is accepted, and a new appointment is made. Historically, the Mayor has assigned Council Members elected in even-numbered years to make appointments in Places 1 - 3. Council Members elected in odd-numbered years make appointments in Places 4 - 7. These place designations will also apply to the Board of Zoning Adjustment.

Additionally, after the General Election, liaison appointments are divided among Council Members during June or July. Mayor Arfsten provided liaison appointments. Staff will bring a resolution to Council formalizing these appointments at its June 25, 2024 meeting.

5. 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 8:08 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

City Council (FY24)

4. b.

Meeting Date: 06/25/2024

Department: City Manager

Key Focus Areas: Financial Health and Organizational Excellence

AGENDA CAPTION:

Consider action on a Resolution appointing Valencia Garcia to serve as the City Secretary.

BACKGROUND:

Pursuant to Section 4.06 of the City Charter, the City Secretary position is a Council appointment with day-to-day supervision being delegated to the City Manager in conformance with Resolution R19-062. The duties of the City Secretary are to coordinate all the open record requests to ensure that the Town is adhering to all legal requirements, coordinate the elections, manage the Town's documents and record functions, manage the meeting agendas and minutes functions, and perform other duties as may be required by the Town's Charter, Code of Ordinances, and state law.

Valencia Garcia has dutifully served as the Interim City Secretary since January 9, 2024.

RECOMMENDATION:

Staff recommends approval.

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING VALENCIA GARCIA TO SERVE AS THE CITY SECRETARY OF THE TOWN OF ADDISON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 4.06 of the City Charter for the Town of Addison, Texas, the City Secretary position is appointed by City Council with the day-to-day supervision delegated to the City Manager in conformance with Resolution R19-062; and

WHEREAS, the duties of the City Secretary include, but are not limited to, coordinating all open records requests to ensure that the Town is adhering to all legal requirements, coordinating the elections, managing the Town’s documents and records functions, managing the meetings agendas and minutes functions, and performing such other duties as may be required by the Town’s Charter, Code of Ordinances, and state law; and

WHEREAS, Valencia Garcia has dutifully served as the Interim City Secretary since the appointment by City Council on January 9, 2024.

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

SECTION 1. That Valencia Garcia is hereby appointed to serve as the City Secretary of the Town of Addison and is authorized to act with all of the authority granted to the office of City Secretary for the Town under the Town’s Charter, Code of Ordinances, and state law.

SECTION 2. This Resolution shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 25th day of June 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

City Council (FY24)

4. c.

Meeting Date: 06/25/2024

Department: City Secretary

Key Focus Areas: Economic Development and Revitalization

AGENDA CAPTION:

Consider action on a Resolution re-appointing Gary Slagel to a two-year term on the Dallas Area Rapid Transit (DART) Board of Directors.

BACKGROUND:

The Towns of Addison and Highland Park and the Cities of University Park and Richardson share a representative on the Dallas Area Rapid Transit (DART) Board of Directors. Mr. Gary Slagel is currently serving in this role with his term expiring on June 30, 2024. All four municipalities have expressed a desire to re-appoint Mr. Slagel for another two-year term to expire in July 2026.

The Richardson City Council approved a Resolution to reappoint Mr. Slagel on June 10, 2024. The Highland Park and University Park City Councils will consider a Resolution to reappoint Mr. Slagel at the respective meetings on June 18, 2024.

RECOMMENDATION:

Administration recommends approval..

Attachments

Resolution - DART Board of Directors Reappointment

RESOLUTION NO. R24-

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS RE-APPOINTING GARY A. SLAGEL TO THE AGGREGATED POSITION OF REPRESENTATIVE TO THE DALLAS AREA RAPID TRANSIT AUTHORITY (DART) BOARD OF DIRECTORS, WHICH FRACTIONAL ALLOCATED MEMBERSHIP IS SHARED WITH THE CITIES OF UNIVERSITY PARK AND RICHARDSON AND THE TOWNS OF ADDISON AND HIGHLAND PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Code, Section 452.573, authorizes cities have fractional allocation for board membership to aggregate their populations in order to appoint a member of the board of the rapid transit authority; and

WHEREAS, the Town of Addison, City of Richardson, City of University Park and Town of Highland Park have mutually agreed to aggregate population for the selection of a Dallas Area Rapid Transit Authority Board Member; and

WHEREAS, Gary A. Slagel is presently serving in the aggregated position of representative the DART Board of Directors.

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

SECTION 1: That the Town of Addison, Texas hereby re-appoints Gary A. Slagel as a member of the DART Board of Directors to serve a two (2) year term ending July 1, 2026.

SECTION 2: That the Cities of University Park and Richardson and the Town of Highland Park having concurred with the Town of Addison, Texas hereby re-appoints Mr. Gary A. Slagel to serve on the DART Board of Directors in the aggregated position for the term ending July 1, 2026.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this **25th** day of **June** 2024.

TOWN OF ADDISON, TEXAS

ATTEST:

Bruce Arfsten, Mayor

Valencia Garcia, Interim City Secretary

City Council (FY24)

4. d.

Meeting Date: 06/25/2024

Department: City Secretary

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Consider action on a Resolution providing for the appointment of City Council liaisons to various local organizations.

BACKGROUND:

Each year after the General Election, liaison appointments are divided among Council Members during June or July. These appointments are intended to provide a greater depth of understanding about the technical nature of these non-profit organizations. At its June 11th, 2024 City Council meeting, liaison appointments were distributed to Council Members during a Work Session item. This Resolution formalizes these appointments and provides an effective date. The liaison appointments are as follows:

- Addison Arbor Foundation - Council Member Dan Liscio
- Metrocrest Chamber of Commerce - Council Member Chris DeFrancisco
- Metrocrest Services - Deputy Mayor Pro-Tempore Nancy Craig
- North Dallas Chamber of Commerce - Mayor Bruce Arfsten
- North Texas Commission - Mayor Pro-Tempore Darren Gardner
- WaterTower Theatre - Council Member Marlin Willesen

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - City Council Liaison Appointments

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS PROVIDING FOR THE APPOINTMENT OF CITY COUNCIL LIAISONS FOR A ONE YEAR TERM TO VARIOUS LOCAL ORGANIZATIONS ENGAGED IN PROVIDING COMMUNITY SERVICES AND SUPPORT FOR THE TOWN'S RESIDENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City Council Town of Addison, Texas (the "Town") appoints a council member to represent the and work with various Town organization that provide public services to the citizens of the Town; and

WHEREAS, the City Council makes such appointments in order to facilitate a beneficial relationship between the local organizations who are engaged in providing community services for the benefit of the Town's residents.

WHEREAS, the City Council finds that such appointments are in the best interest of the Town.

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

SECTION 1. The City Council hereby appoints the following individuals to serve as the Council's liaison to the following local organizations:

Organization

Addison Arbor Foundation
Metrocrest Chamber of Commerce
Metrocrest Services
North Dallas Chamber of Commerce
North Texas Commission
WaterTower Theatre

Council Member

Council Member Dan Liscio
Council Member Chris DeFrancisco
Deputy Mayor Pro-Tempore Nancy Craig
Mayor Bruce Arfsten
Mayor Pro-Tempore Darren Gardner
Council Member Marlin Willesen

SECTION 2. This resolution shall be effective from and after the date of passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 25th day of June, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

City Council (FY24)

4. e.

Meeting Date: 06/25/2024

Department: City Manager

Key Focus Areas: Economic Development and Revitalization
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Memorandum of Understanding between the Town of Addison, Texas and New Taipei City, Taiwan to become Friendship Cities.

BACKGROUND:

This item is to request support for the Town of Addison to symbolically become a Friendship City with New Taipei City in Taiwan. A "Friendship City" is an informal relationship and less formal than a [Sister City](#) relationship. There are no monetary obligations or commitments. It is an effort to promote friendship and mutual benefit between the cities, to strengthen cooperation and collaboration by exploring educational, cultural, arts, and economic opportunities.

The Town of Addison previously had a Sister City relationship with Banqiao, which is now a district of the larger New Taipei City. Former Addison Mayor Joe Chow shared that Addison had exchanged culture and students in the past with Banqiao, including that Greenhill School had participated in an exchange of students. Mayor Chow plans to visit New Taipei City this fall and would like to visit on behalf of the Town of Addison as a Friendship City.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Resolution Exhibit A - MOU

Brochure - New Taipei City

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF ADDISON, TEXAS AND NEW TAIPEI CITY, TAIWAN TO BECOME FRIENDSHIP CITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, New Taipei City in Taiwan wishes to be a Friendship City with the Town of Addison; and

WHEREAS, a Friendship City is an informal relationship to promote friendship and mutual benefit between cities, and to strengthen cooperation and collaboration by exploring educational, cultural, arts, and economic opportunities.

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

SECTION 1. The Memorandum of Understanding between the Town of Addison and New Taipei City to become Friendship Cities, attached hereto as **Exhibit A**, is hereby approved and the Mayor is hereby authorized to execute the same.

SECTION 2. This Resolution shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **25th** day of **June** 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN NEW TAIPEI CITY AND THE TOWN OF ADDISON
ON EDUCATIONAL, CULTURAL, AND
ECONOMIC COOPERATION**

A. Objective

The **New Taipei City** and the **Town of Addison, Texas**, collectively referred to as the “Participants”, in an effort to promote friendship and mutual benefit between their cities, agree to strengthen cooperation and collaboration by exploring educational, cultural, arts, and economic opportunities.

The Participants may involve other institutions in the authorities they represent in the implementation of this **Memorandum of Understanding (MOU)**.

B. Areas of Cooperation

The areas of cooperation under this MOU are established collaboratively by the Participants with the objective to promote friendship and mutual benefits. The Participants intend to consult periodically on matters in relation to international educational, cultural, arts, and economic exchange. The participants intend to work individually and, where appropriate, the Participants may document specific cooperation through implementing arrangements.

- Pursue cultural exchange opportunities to celebrate cultural diversity and fight against prejudices.
- Create opportunities to learn about and reflect upon the intersectionality of international cultural identity.
- Support youth exchange opportunities that promote the exchange of experiences, ideas, and language education.
- Create networking opportunities and conferences to promote business partnership and economic opportunities.

C. General

This MOU does not create legally binding obligations. All activities under this MOU are subject to the availability of funds and other resources, as well as any other applicable laws and regulations that may govern the Participants.

D. Commencement, Modification, Discontinuation

Activities under this MOU may commence upon signature of the MOU by both Participants. The MOU is expected to remain in effect for a period of five (5) years. The MOU may be extended for additional five-year periods by the mutual written decision of the Participants. The MOU may be modified by mutual written decision of the Participants. It may be discontinued, in whole or in parts, by either Participant at any time, but the discontinuing Participant is expected to provide written notification to the other Participant of its intent to discontinue participation in the MOU at least three (3) months in advance of the discontinuation. Discontinuation of this MOU is not intended to affect the validity, or the duration of projects initiated under this MOU prior to discontinuation.

Signed _____ on this day of _____ in 2024, in the English language.

For New Taipei City

For Town of Addison, Texas

The Honorable Hou Yu-Ih
Mayor, New Taipei City

The Honorable Bruce Arfsten
Mayor, Town of Addison

Date: _____

Date: _____



新北簡介

New Taipei City



New Taipei
新北市政府

New Taipei City



行政層級 Administrative level

直轄市 Special Municipality

行政區域劃分 Administrative districts

28 區、1 山地原住民區 (烏來區)

28 districts and 1 mountain indigenous district (i.e. Wulai District)

面積 Land area

2,052.57 平方公里 / km²

人口 Population

403 萬 8,948 人 (截至 2023 年 10 月)

超過 10 萬新住民人口，佔比約 2.8%，原住民佔比約 1.4%

4,038,948 as of Oct. 2023. More than 100,000 people were foreign residents, comprising approximately 2.8% of the city's population. Indigenous people account for 1.4% of the city's population.



家戶平均所得 Average income

2022 年家庭每戶可支配所得平均數為新台幣 118 萬元 (相當於 36,727 美元)

每戶可支配所得中位數為 101 萬 7,258 元 (相當於 36,330 美元)

In 2022, the average disposable income per household was NT\$1,180,000 (equivalent to US\$36,727); the median disposable income per household was NT\$1,017,258 (equivalent to US\$36,330).

鄰近城市 Neighboring cities

臺北市、桃園市、基隆市

Taipei City, Taoyuan City, and Keelung City

國際港口 International port

臺北港 (位於八里區) Port of Taipei, Bali District

新北特色 *Features*

全臺人口最多的城市， 新北市是整個臺灣的縮影

New Taipei City is the Most Populous City in Taiwan and the Microcosm of Taiwan

新北市幅員廣大，面積是臺北市的 8 倍大，有高度都市化的區域，也有鄉間風情與自然山川風貌，地景樣貌多元，人口組成及經濟產業具多樣性，聚集不少從臺灣各地遠赴臺北工作的民眾在此定居生活。

With a size eight times larger than that of Taipei City, New Taipei City features both urbanized and rural areas. The diversity of landscape, population, and industry composition attracts people from all over Taiwan to settle in and work here.

全臺第一個發表 VLR 的城市

The First City in Taiwan to Release the Voluntary Local Review

美國紐約市於 2018 年發佈全球首本 VLR，新北市緊隨其後於 2019 年 7 月成為全臺第一個發表 VLR 的城市。2020 年 2 月侯市長受邀簽署紐約 VLR 宣言。2021 年 11 月新北發表第 2 本 VLR，並於 2022 年 4 月發起新北 VLR 城市宣言。

In July 2019, New Taipei City was the first city in Taiwan to release the VLR report, after New York City published the world's first VLR in 2018. In February 2020, Mayor Hou signed the VLR Declaration launched by New York City. In November 2021, New Taipei published its second VLR, followed by the launch of the VLR Declaration for Cities in April 2022.



新北產業 *Industries*

新北市的產業多元，包含各種大小規模的公司，主要產業為電腦週邊、資訊科技及生物科技，另外還包含全球前五大婚紗、電子手術儀器、LED 燈泡製造商等。數個高科技產業聚落，使新北市在全球市場上扮演重要角色，例如 **Amazon** 與 **Google** 皆於 **Tpark** 遠東通訊園區設置創新中心，阿里巴巴則與新北合作打造國際交易市場，微軟更與新北共同推動產業 **AI** 轉型推動平臺。

New Taipei City possesses diverse industries comprising companies of all sizes. Its major industries are computer peripherals, information technology, and biotechnology. It also boasts of the world's top five manufacturers of wedding dresses, electronic surgical instruments, and LED bulbs. There are several industry clusters in the city, which makes it a crucial member of the global market. Amazon and Google, for instance, have established innovation centers in T-Park. The city is also working with Alibaba to build an international trading market and with Microsoft to promote the industrial AI transformation platforms.





北臺灣觀光資源集中地且節慶多元

Concentration of Diverse Tourism Resources in Northern Taiwan

春

S
P
R
I
N
G

- 新北市平溪天燈節 (Discovery 票選為世界第二大夜間節慶嘉年華、CNN 選為全世界最值得參與的 52 件新鮮事之一)
Pingxi Sky Lantern Festival (rated by Discovery as the world's second largest night festival and by CNN as one of the 52 most fascinating new events to participate in)
- 野柳神明淨港文化祭
Yehliu Harbor Purification Festival
- 新北市櫻花季
Cherry Blossom Season
- 新北市萬金石馬拉松 (臺灣唯一獲得國際認證的馬拉松比賽)
Wan Jin Shi Marathon (the only internationally certified marathon in Taiwan)



夏

SUMMER

- 媽祖文化節
Mazu Cultural Festival
- 新北市潑水節
Songkran Festival
- 新北市桐花季
Hakka Tung Blossom Festival
- 福隆國際沙雕藝術季
Fulong International Sand Sculpture Arts Festival
- 新北市國際鼓藝節
International Drum Arts Festival
- 新北市三峽藍染節
Sanxia Indigo Dyeing Festival

秋

FALL

- 新北市貢寮國際海洋音樂祭
Hohaiyan Gongliao Rock Festival
- 新北市兒童藝術節
Children's Arts Festival
- 新北市北海岸國際風箏節
North Coast International Kite Festival

冬

WINTER

- 新北市淡水環境藝術節
Tamsui Environmental Arts Festival
- 泰山獅王文化節
Taishan Lion Dance Cultural Festival
- 新北市溫泉美食節
Hot Spring and Gourmet Food Festival
- 新北市歡樂耶誕城 (獲選「全球最令人驚豔的 19 棵耶誕樹」之一)
Christmasland in New Taipei City (featuring a Christmas tree voted as one of the 19 most amazing Christmas trees in the world)

國際榮耀

Honors and Awards

2023

- 2021 VLR 榮獲 2023 年德國 iF 設計獎 - 傳達設計類獎項，為全球唯一兩次以 VLR 獲獎之政府單位

New Taipei City's second VLR won the iF Design Award 2023 for Communication, which makes the city the only local government in the world to win the prize twice with the VLR.

- 新北市府行政大樓獲第三屆亞太地區優良智慧綠建築暨系統產品獎
New Taipei City Hall won the 3rd Asia Pacific Intelligent Green Building Alliance Awards (APIGBA).

2022

- ICF 全球七大頂尖智慧城市獎
The Intelligent Community Forum (ICF) Global Top 7 Intelligent Communities.

- 亞太暨臺灣永續行動獎宜居永續城市 Outstanding City
The Asia-Pacific Sustainable Action Award (APSAA): Outstanding City.

- APSAA 亞太永續行動獎銅獎 (永續共融性別友善公廁)
The city's 1st certified all-gender public restroom won the Asia-Pacific Sustainable Action Award (APSAA)(Bronze).

- 紅點設計獎：品牌與傳播獎 (逗點實驗室)
Comma Lab (the city government's experimental meeting space) won the Red Dot Award: Brands & Communication Design.

- 2021 VLR 榮獲全球四大設計獎之一 Good Design Award
New Taipei City's 2021 VLR won the Good Design Award.

2021

- 2019 地方自願檢視報告 (VLR) 獲 2021 年德國 iF 設計獎 - 傳達設計類獎項，評審特別肯定 VLR 在理念、影響力及功能面向之表現

New Taipei City's 2019 Voluntary Local Review won the iF Design Award 2021 for Communication; the award's jury members praised the extraordinary quality of the report's idea, impact, and function.

- 2019 逗點實驗室榮獲德國 Red Dot 設計大獎
2019 Comma Lab won the Red Dot Design Award.

2020

- 發表第 2 本 VLR
New Taipei City's second VLR was published.
- 登上聯合國 COP26 國際舞台
Invited to present its 2021 VLR in the UNFCCC COP 26.
- VLR 送達全球 40 座圖書館
New Taipei City's 2021 VLR was delivered to 40 libraries around the world.
- 世界城市論壇 WUF10 發表演說
Delivered a speech in the 10th World Urban Forum (WUF 10)
- 受邀簽署《紐約 VLR 宣言》
Invited to sign the "New York Voluntary Local Review (VLR) Declaration"

2019

- 聯合國世界銀行國際金融公司 (IFC) 及英國金融時報共同頒發「城市轉型卓越獎」
Received the Excellence in City Transformation Award co-issued by the International Finance Corporation (IFC) and Financial Times.
- 本府行政大樓獲「2019 TIBA AWARDS 第三屆台灣優良智慧綠建築暨系統產品獎」既有改造類 - 金獎
New Taipei City Hall won the Gold Award (category: renovation) at the 2019 TIBA Excellent Intelligent Green Building and System Product Awards.
- 新北市「大臺北都會公園」獲「2019 全球卓越建設獎」公部門基礎建設 - 銀獎「動物友善城市指數調查評定為特優級動物友善城市」
New Taipei Metropolitan Park won the Silver Award (category: public infrastructure) at the FIABCI World Prix d'Excellence Awards 2019. [Rated as an animal-friendly city (grade: A+) according to the 2019 Animal Friendly City Index.]
- 「全災型智慧化指揮監控中心 - 危害預警與智慧決策系統及物聯網 (AIoT) 應用」，獲 2019 亞太區智慧城市大獎 (SCAPA)。
The integrated Emergency Data Platform—An AIoT Application in All-Hazard Early Warning and Decision Making System won the 2019 IDC Smart City Asia Pacific Awards (category: public safety).

新北市暨各區姊妹市及友好城市

Sister Cities & Friendship Cities

(including district-level) As of November, 2023



北美洲
North America

36

歐洲
Europe

5

非洲
Africa

2

大洋洲
Oceania

2

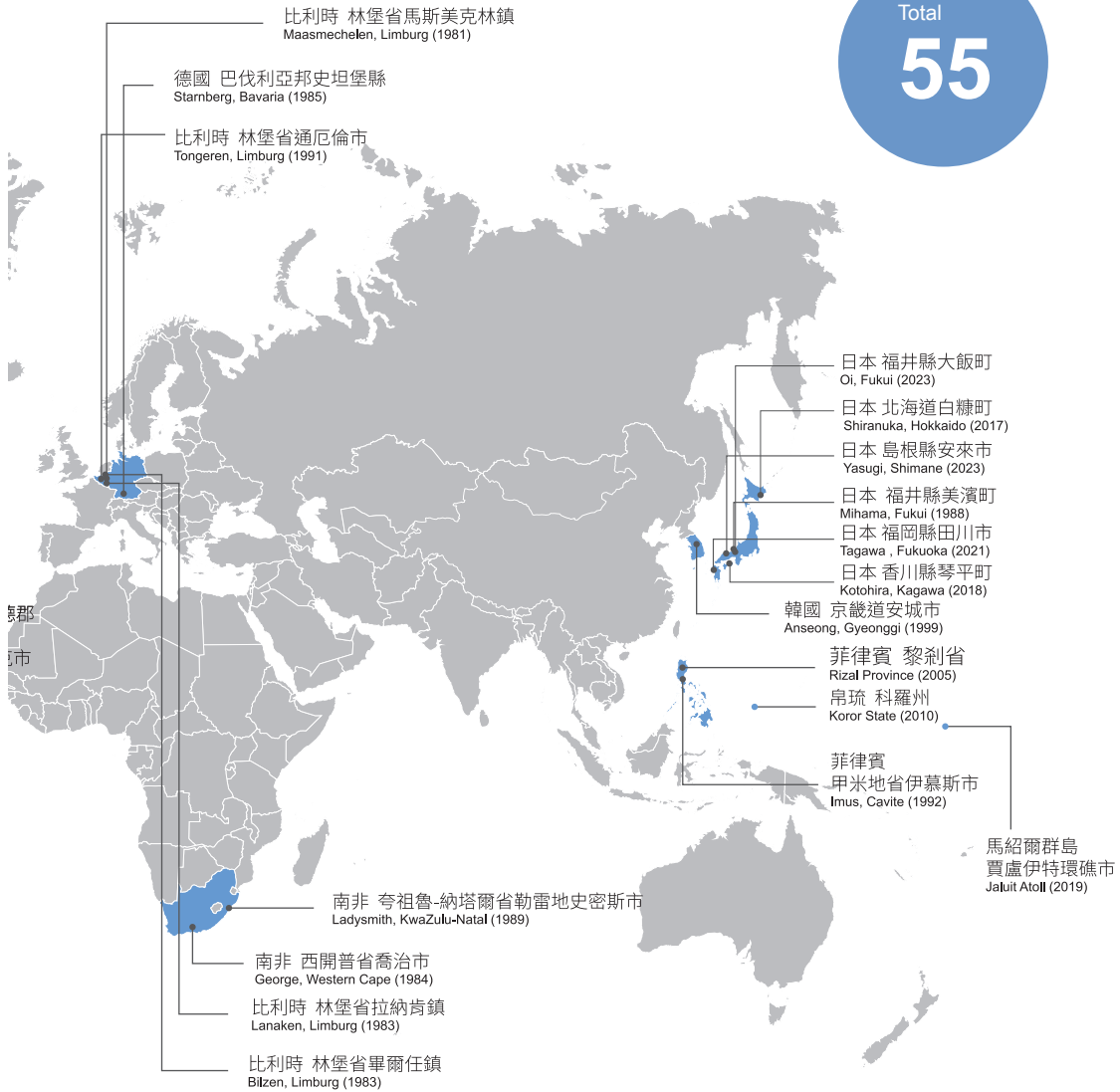
亞洲
Asia

9

南美洲
South America

1

Total
55



新北市各局處參與國際組織

International Organizations

秘書處 Secretariat

 城市與地方政府聯合會
United Cities and Local Governments (UCLG)

 城市與地方政府聯合會 亞太分會
United Cities and Local Governments Asia-Pacific
(UCLG-ASPAC)

 國際姊妹市協會
Sister Cities International (SCI)

 世界大都會協會
World Association of the Major Metropolis
(Metropolis)

 國際參與式民主觀察組織
International Observatory on Participatory
Democracy (IOPD)

 全球社會經濟論壇
Global Social Economy Forum (GSEF)

 國際彩虹城市網絡
Rainbow Cities Network (RCN)

 世界城市高峰會暨市長論壇
World Cities Summit & Mayors Forum (WCS)

 亞太城市峰會暨市長論壇
Asia Pacific Cities Summit & Mayor's Forum (APCS)

 日本東京 G-NETs
Global City Network for Sustainability

消防局 Fire Department

 危機管理處理網
Network for Crisis Management

 亞洲消防首長協會
International Fire Chiefs' Association of Asia (IFCAA)

農業局 Agriculture Department

 國際有機農業運動聯盟亞洲分會
International Federation of Organic Agriculture
Movement (IFOAM Asia)

警察局 Police Department

 國際警察首長協會
International Association of Chiefs of Police (IACP)

研考會 - 資訊中心

Research, Development and Evaluation Commission

 國際智慧城市論壇基金會
Intelligent Community Forum Foundation

 智慧城市國際組織
Global Organization of Smart Cities (GO SMART)

環保局 Environmental Protection Department


 地方環境行動國際理事會
ICLEI – Local Governments for Sustainability

 脫煤者聯盟
Powering Past Coal Alliance (PPCA)

 全球氣候與能源市長聯盟
Global Covenant of Mayors for Climate and Energy

衛生局 Department of Health

 世界衛生組織西太平洋區健康城市聯盟
Alliance for Healthy Cities (AFHC)

 世界衛生組織健康促進醫院網絡
International Network of Health Promoting Hospitals & Health Services

 國際高齡組織聯盟
International Federation on Ageing (IFA)

 EIM 全球總會
Exercise is Medicine Global

文化局 Cultural Affairs Department

鶯歌陶瓷博物館
Yingge Ceramics Museum

 國際博物館協會
International Council of Museums (ICOM)

 美國陶瓷教育學會
National Council on Education for Ceramics Arts (NCECA)

 美國博物館協會
American Association of Museums (AAM)

 聯合國教科文組織下的
國際陶藝學會
International Academy of Ceramics (IAC)

淡水古蹟博物館
Tamsui Historical Museum

 國際博物館協會
International Council of Museums (ICOM)

 英國博物館協會
Museums Association (MA)

 美國博物館協會
American Association of Museums (AAM)

市立圖書館
City Library

 線上電腦圖書館中心
OCLC Online Computer Library Center (OCLC)

 國際圖書館協會聯合會
International Federation of Library Associations and Institutions (IFLA)

十三行博物館
Shihshang Museum of Archeology

 國際博物館協會
International Council of Museums (ICOM)

 美國博物館協會
American Association of Museums (AAM)

黃金博物館
Gold Museum

 國際博物館協會
International Council of Museums (ICOM)

新北市行政區

New Taipei City Administrative Districts



相關數據統計

Facts & Figures

行政區
Administrative Districts

29

面積 (平方公里)
Land Area (km²)

2052.57

人口 (百萬)
Population (million)

4.03

家戶平均所得 (美元)
Average Income (USD)

36,727

預期壽命
Life Expectancy

81.32

捷運總長度 (公里)
Metro Route Length (km)

93.11

公司、商業及工廠登記總數
Companies, Business & Factories

294,895

公共圖書館
Public Libraries

104

高等教育人口比率 (%)
College Attainment (%)

41.32

中小學
Elementary & High Schools

341

大專院校
Universities & Colleges

22

博物館
Museums

24

海岸線 (公里)
Coastline (km)

126

國際港口
International Port

1

新北市立美術館 | The New Taipei City Art Museum

照片提供 | 台灣設計研究院 攝影 | 伯樂影像

安居樂業
A Livable & Prosperous City



City Council (FY24)

4. f.

Meeting Date: 06/25/2024

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a contract agreement with J.B. & Co., LLC for the Hutton Branch Outfall and authorizing the City Manager to execute the contract in an amount not to exceed \$192,600.

BACKGROUND:

The purpose of this item is to award a construction contract for the Hutton Branch Outfall Project to J.B.& Co. for an amount not to exceed \$192,600.

Following inspections conducted by Town staff, potential structural issues necessitating repair were identified at the outfall location at 16304 Midway Road. Collaborating with Garver Engineering, the Town conducted an assessment of the outfall and received recommendations for necessary repairs. A decision package was then approved during the Fiscal Year 2024 (FY24) budget process for this work.

This design was completed in March 2024. In May 2024, the bid closed, and the Town received four bids as outlined in the table below:

Vendor	Amount
J.B. & Co.	\$192,600
Cole Construction	\$196,050.38
AT Construction	\$196,300
ONO Contracting	\$4,716,784

The scope of work for this work includes channel excavation, channel slope pavement removal and replacement, guardrail repair, and minor street pavement removal and replacement. These will be completed at the channels located at 16301 Midway Road and also adjacent to Town Hall.

J.B. & Co. submitted all required information and documentation as outlined in the bid requirements. Garver has checked references and recommends awarding J.B. & Co. the contract.

The total construction budget for this project is \$600,000. City Council awarded an \$86,100 contract with Uretek for soil stabilization of the sloped paving in

March 2024. The soil stabilization contract along with this contract brings the total construction costs to \$278,700.

If approved, the construction work is anticipated to commence by July 2024 and is expected to take approximately three months to complete. The work associated with this project is included in the Fiscal Year 2024 Stormwater Budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - J.B. & Co. Hutton Branch Outfall

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH JOEL BROWN & CO. LLC FOR THE HUTTON BRANCH OUTFALL IN AN AMOUNT NOT TO EXCEED \$192,600.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Joel Brown & Co. LLC for the Hutton Branch Outfall in conformance with the project documents for City Bid No. 24-69.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and Joel Brown & Co. LLC for the Hutton Branch Outfall in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of \$192,600.00, 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 **25th** day of **JUNE**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

CONSTRUCTION SERVICES AGREEMENT HUTTON BRANCH OUTFALL (Bid #24-69)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Joel Brown & Co. LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #24-69;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

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

Section 4. Contractor Obligations

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

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

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

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed ONE HUNDRED AND NINETY-TWO THOUSAND, SIX HUNDRED DOLLARS (\$192,600.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

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

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

Section 6. Performance Schedule

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

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

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

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

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

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

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

Section 8. Default; Termination; Abandonment

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

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

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

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the

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

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

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

Section 9. Insurance

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

Section 10. Indemnification

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM

ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER.

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

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may

otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

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

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

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

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

Section 14. Miscellaneous

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

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

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

For City:

For Contractor:

TOWN OF ADDISION, TEXAS

JOEL BROWN & CO. LLC

By: _____
David Gaines
City Manager

By: Joel Brown
Joel Brown
Manager

Date: _____

Date: 06/12/2024

Notice Address:

Notice Address:

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

Joel Brown & Co. LLC
Attn: Joel Brown, Manager
2626 Cole Ave
Dallas, Texas 75204
E: joel@joelbrownco.com

Addison Contract ID:
CSA_STW_June 25, 2024_v1.20220628

City Council (FY24)

4. g.

Meeting Date: 06/25/2024

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance
Financial Health and Organizational Excellence

AGENDA CAPTION:

Consider action on a Resolution for a Professional Services Agreement between Kimley-Horn and Associates and the Town of Addison regarding traffic intersection and signal improvements at Arapaho Road and Surveyor Boulevard and authorize the City Manager to execute the agreement in an amount not to exceed \$124,500.

BACKGROUND:

The purpose of this item is to enter into a Professional Services Agreement for the design of the intersection of Arapaho Road at Surveyor Boulevard and Systemwide Traffic Signal Improvements for an amount not to exceed \$124,500.

In November 2023, the Town staff collaborated with Kimley-Horn and Associates to pursue Highway Safety Improvement Program (HSIP) grant funding from TxDOT for traffic signal upgrades at the intersection of Arapaho Road and Surveyor Boulevard and systemwide traffic signal improvements. This grant positions the Town to access \$1.9M in construction funds. The Town will be obligated to cover the design costs and direct state expenses for project management and inspections in addition to any construction cost overruns and betterments. Once the project is designed, TxDOT will bid and manage the project.

The list of approved projects for the 2023 HSIP grant applications can be found in the table below:

Project Description	Approved Letting Dates	Approved Funding Amount	Phase
Improve Traffic Signals, Install Advanced Warning Signs, Install Flashing Yellow Arrow	8/1/2025	\$601,017	1
Improve Traffic Signals, Install Flashing Yellow Arrow	8/1/2025	\$709,162	1
Install RRFBs, Install Pedestrian Hybrid Beacon	8/1/2026	\$656,270	2

This design for these two items will be phase one of two. A design contract will be brought forth to City Council for consideration for phase two in 2025 for the design of the RRFB (Rectangular Rapid Flashing Beacons) and Pedestrian Hybrid Beacon.

The funding for this item will be out of the Self-Funded Special Projects Fund.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Kimley Horn 2023 HSIP Design

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES INC. FOR TRAFFIC SIGNAL DESIGN AT THE INTERSECTION OF ARAPAHO RD. AT SURVEYOR BLVD. AND SYSTEMWIDE TRAFFIC SIGNAL IMPROVEMENTS (32 INTERSECTIONS) IN AN AMOUNT NOT TO EXCEED \$124,500.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with Kimley-Horn and Associates Inc. for Traffic Signal Design at the Intersection of Arapaho Rd. at Surveyor Blvd. and Systemwide Traffic Signal Improvements (32 Intersections) 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 Kimley-Horn and Associates Inc. in an amount not-to-exceed of \$124,500.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **25th** day of **JUNE**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT **[Traffic Signal Design at the Intersection of Arapaho Rd. at Surveyor Blvd. and Systemwide Traffic Signal Improvements (32 Intersections)]**

This Professional Services Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (“City”), and **Kimley-Horn and Associates, Inc.** a North Carolina Corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires Professional to perform certain work and services set forth in Section 1, Scope of Services and

WHEREAS, Professional has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement;

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Professional agrees to provide to City the professional services for the **Traffic Signal Design at the Intersection of Arapaho Rd. at Surveyor Blvd. and Systemwide Traffic Signal Improvements (32 Intersections)** (“Project”), as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference (the “Scope of 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 to the satisfaction of City, unless sooner terminated as provided in Section 8, below.

Section 3. Professional Obligations

A. In performing the Scope of Services, Professional shall use that degree of skill and care ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Scope of Services are provided. Professional shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. 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”, attached hereto and incorporated herein by reference, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Professional only if authorized in writing in advance by City.

C. Professional shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

A. City agrees to pay Professional for all services authorized in writing and properly performed by Professional in accordance with the payment schedule set forth in Exhibit "A," attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon 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 30 days of the City's receipt of an approved invoice.

B. 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. The total compensation to Professional shall be as specified in payment schedule set forth in Exhibit "A", which shall not exceed **one-hundred twenty-four thousand five hundred and 00/100 dollars (\$124,500)**. 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 loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Professional.

Section 5. Responsibilities

A. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any negligent errors or deficiencies in the design, drawings, specifications, plans and other services.

B. 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.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 6. Time for Performance

A. 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.

B. 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 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.

C. No allowance of any extension of time, for any cause whatever, 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 7. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by Professional and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of City. Professional and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part 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 contractor(s), subcontractors, sub-subcontractors, City consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Professional in connection with this Agreement are "works for hire" and shall be the property of City upon payment of Professional as provided in this Agreement. City shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. Professional shall, upon completion of the services and full payment for Professional's services by the City, or earlier termination and appropriate compensation as provided by this Agreement, provide City with reproductions of all materials, reports, and exhibits prepared by Professional pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF

format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the City. Any modifications made by the City to any of the Project Documents, or any use, partial use or reuse of the Project Documents (in a manner not contemplated by this Agreement) without written authorization or adaptation by Professional will be at City's sole risk and without liability to Professional.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, computer code, software, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of City. All instruments of service shall be professionally sealed as may be required by law or by City.

C. Acceptance and approval of the Project Documents by City shall not constitute nor be deemed a release of the responsibility and liability of Professional, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; 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 other documents prepared by Professional, its employees, contractor, agents and consultants.

Section 8. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Professional. In the event suspension or termination is without cause, payment to Professional, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination plus any approved reimbursable expenses incurred prior to the termination date. Such payment will be due upon delivery of all instruments of service to City.

B. 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 plus any approved reimbursable expenses incurred prior to the termination date.

C. Termination for Force Majeure. To the extent either Party of this agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

Section 9. Insurance

A. Professional shall during the term hereof maintain in full force and effect the following insurance:

- (i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;
- (ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;
- (iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers' Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
- (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name the City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);
- (ii) Provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance or reduction in coverage limits; and
- (iii) Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY INDEMNITEES”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY THE CITY INDEMNITEE ONLY 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). PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Section 13. Assignment

Professional shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws

Professional shall comply with all current and published federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. 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 court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court

Section 15. Default of Professional

In the event, Professional fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Professional, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all work 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.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Professional.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by Professional without a written agreement with City prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective on the date when signed by authorized representatives of Professional and City (“the Effective Date”).

Section 18. Agreement Amendments

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. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 19. Severability.

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.

Section 20. Independent Contractor.

It is understood and agreed by and between the Parties that Professional in satisfying the conditions of 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.

Section 21. Right-Of-Access.

City will obtain and/or furnish right-of-access on any project site for Professional to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services.

Section 22. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to City:

With copy to: Whitt Wyatt, City Attorney
3710 Rawlins St., Ste 1000
Dallas, Texas 75219

If to Professional:

Section 23. Counterparts.

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.

Section 24. Exhibits.

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations.

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.

Section 26. Authorization.

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement.

Section 27. Successors and Assigns.

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.

Section 28. Recitals.

The recitals to this Agreement are incorporated herein.

Section 29. Audits and Records.

Professional agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Professional's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

Section 30. Conflicts of Interests.

Professional represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

Section 31. Hazardous Materials.

Professional shall report the presence and location of any hazardous materials it notices or which an engineer of similar skill and experience should have noticed to the City.

Section 32. No Boycott Israel and/or No Industry Discrimination.

Pursuant to Texas Government Code Chapter 2270, the Professional's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement. Pursuant to Texas Government Code Chapter 2251, the Professional's execution of this Agreement shall serve as verification that the 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.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date of last execution hereof.

FOR CITY:

Town of Addison, Texas

By: _____
David Gaines
City Manager

Date: _____

FOR PROFESSIONAL

Kimley-Horn and Associates, Inc.

By:  _____
Douglas Arnold, Contract Specialist

Date: 05/24/2024

EXHIBIT "A"
SCOPE OF SERVICES

(attached)

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Project Description

This project consists of the replacement of the existing traffic signal at the intersection of Arapaho Road and Surveyor Boulevard. Design for flashing yellow arrow improvements will be made for 19 intersections and retroreflective backplate improvements at 32 intersections in the Town of Addison. The Professional will perform the professional engineering services described herein for the Client. The project will consist of design survey, base mapping, project meetings, traffic signal design, and developing design deliverables for the project locations. A summary of project locations and tasks are shown in **Table 1** below.

Table 1 – Summary of Tasks

Activity	INTERSECTION	Task		
		Traffic Signal Design	Flashing Yellow Arrow Improvements	Retroreflective Backplates
1	Arapaho Rd. at Surveyor Blvd.	√*		
2	1 Midway Rd. at Dooley Rd.			√
	2 Midway Rd. at Lindbergh Dr.			√
	3 Midway Rd. at Belt Line Rd.			√
	4 Midway Rd. at Beltway Dr.			√
	5 Midway Rd. at Proton Dr.			√
	6 Midway Rd. at Hornet Rd.			√
	7 Midway Rd. at Spring Valley Rd.			√
	8 Spring Valley Rd. at Greenhill School Rd.		√	√
	9 Spring Valley Rd. at Vitruvian Way		√	√
	10 Ponte Ave. at Vitruvian Way		√	√
	11 Marsh Ln. at Arapaho Rd.		√	√
	12 Marsh Ln. at Belt Line Rd.			√
	13 Marsh Ln. at Target Rd.		√	√
	14 Belt Line Rd. at Commercial Dr.		√	√
	15 Belt Line Rd. at Trail			√
	16 Belt Line Rd. at Surveyor Blvd.		√	√
	17 Belt Line Rd. at Runyon Rd.		√	√
	18 Arapaho Rd at Edwin Lewis Dr.		√	√
	19 Arapaho Rd. at Surveyor Rd.			√
	20 Westgrove Dr. at Sojourn Dr.		√	√
	21 Addison Rd. at Sojourn Dr.			√
	22 Addison Rd. at Westgrove Dr.		√	√
	23 Addison Rd. at Keller Springs Dr.			√
	24 Addison Rd. at Airport Pkwy.		√	√
	25 Addison Rd. at Lindbergh Dr.		√	√
	26 Addison Rd. at Arapaho Rd.			√
	27 Inwood Rd. at Landmark Pl.		√	√
	28 Landmark Blvd. at Landmark Pl.		√	√
	29 Westgrove Dr. at Quorum Dr.		√	√
	30 Quorum Dr. at Keller Springs Rd.		√	√
	31 Quorum Dr. at Airport Pkwy.		√	√
	32 Arapaho Rd. at Spectrum Dr.		√	√

* Full traffic signal design includes pedestrian equipment (poles, heads, and ADA ramps), vehicle detection, flashing yellow arrow, and retroreflective backplates

Basic Services

Survey

This task is only applicable to the intersection of Arapaho Rd. at Surveyor Blvd. (Activity 1).

Using a subconsultant, the Professional will provide professional surveying services in general accordance with current published TxDOT requirements as outlined below:

- Project scope will be within a 100' radius of the intersection.
- Additional data collection and property research.
 - Coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.
 - Survey limits are not anticipated to extend onto private property.
- Perform topographic survey of the existing ground based on visible features and markers along the project limits identified above.
- Establish horizontal control points and a vertical control benchmark circuit as needed throughout the project. Set control points based on NAD-83.
- Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e. plats). Undocumented easements may not be identified. Title research may be performed as an additional service only upon written Town authorization.
- Review topographic survey, available records from the Town and information gathered from the franchise utilities.
- Compile above information into a survey base file to be used for the design. Base file will be in AutoCAD.

It is assumed that additional ROW will not be required. Therefore, no ROW strip map or instruments of conveyance are anticipated but could be provided as an Additional Service.

Traffic Signal Design

Project Meetings and Field Evaluation

This task is applicable to all design locations (Activities 1-2).

At the outset of the Project, the Professional will prepare for and attend one meeting with the Town to discuss project requirements and any special design or coordination needs. After the 60% and 90% submittals, the Professional will prepare for and attend one meeting with Town staff and TxDOT to receive comments, if needed.

Field Evaluation

This task is applicable to all design locations (Activities 1-2).

The Professional will conduct a field investigation to verify existing signage, existing signal infrastructure, existing pedestrian elements, and other existing elements. This along with the topographic survey will form the basis for signal design. The Professional will use applicable Town and TxDOT design standards and specifications.

Design Phase (Traffic Signal Design)

This task is only applicable to the intersection of Arapaho Rd. at Surveyor Blvd. (Activity 1).

The design will be prepared using base mapping from the survey and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Bentley OpenRoads Designer (ORD). The design will be based on and consist of information gathered during the initial kick-off meeting and site visit. The traffic signal design will consist of the following plan sheets:

- *Existing Conditions and Removals Layout Sheet*: existing signal infrastructure, proposed removals, and existing pavement markings.
- *Traffic Signal Layout Sheet*: proposed signal layout plan, overhead signs, pedestrian elements, ADA pedestrian ramp design, and signal phasing diagram.
- *Signs, Markings, and Ramp Details Sheet*: with proposed signs, proposed pavement markings, proposed ADA ramp design, and summary charts.
- *Traffic Signalization Detail Sheet*: with tabulation of quantities, APS chart, conductor routing chart, electrical chart, detection details, and general notes.

This proposal does not include design of improvements that increase capacity such as left turn or right turn lane roadway design or coordination with outside agencies other than TxDOT.

Flashing Yellow Arrow and Retroreflective Backplate Design

This task is only applicable to Activity 2.

Base Mapping

The Professional will use Bentley OpenRoads Designer (ORD) and aerial imagery to create a base file with critical roadway elements detailed below. This task will only be completed for the 19 intersections with flashing yellow arrow improvements (refer to **Table 1**). For areas with heavy tree coverage, aerial imagery will be used in-lieu of base mapping. This will form the basis for the design. The following base line work will be created as part of this service:

- Existing edges of pavement within the project limits
- Location of existing infrastructure within the project limits
- Existing pavement markings within the project limits

Design Phase (Flashing Yellow Arrow and Retroreflective Backplate Design)

The design will be prepared using base mapping and field investigation. The design will be prepared at 1" = 40' on 11" x 17" plan sheets using Bentley OpenRoads Designer (ORD). The design will be based on and consist of information gathered during the initial kick-off meeting and site visit.

The Professional will design the existing intersections to improve the existing backplates to be retroreflective. This design will consist of removal of the existing backplates (if existing) and replacement with proposed retroreflective backplates. This task will also consist of design of flashing yellow arrow installation at applicable approaches, per **Table 1**. The Professional will design the plans to utilize existing conduit (where possible) and route cable through existing conduit to the existing controller cabinet. For locations where it is not feasible to re-use existing conduit, proposed conduit will be designed (as needed).

The design will consist of the following plan sheets:

- *Traffic Signal Layout Sheet*: existing signal infrastructure, removals, existing pavement markings, proposed flashing yellow arrow layout plan, overhead signs, and signal phasing diagram.
- *Traffic Signalization Detail Sheet*: with tabulation of quantities, conductor routing chart, electrical chart, and general notes.
- *Retroreflective Backplate Layout Sheet*: will detail removal of existing backplates (if existing) and show installation of proposed retroreflective backplates with associated quantities.

Design Deliverables

All design sheets from the tasks above will be combined with the sheets identified below to create a signal design submittal for this task:

- Cover Sheet: consisting of intersection location key map and description of project.
- General Notes: consisting of standard general notes applicable to TxDOT and the Town of Addison.
- Project Location Map: consisting of project locations and extents
- Summary of Quantities: including the summary of quantities and Opinion of Probable Construction Costs (OPCC) using TxDOT bid items.
- Standard Detail Sheets: including all standards as required by TxDOT.

This task does not cover combination efforts to compile design plans produced by other consultants. The subject design plans will be combined to create a single construction plan set under one CSJ.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates, or as lump-sum services as part of negotiated additional scope. Additional services we can provide include, but are not limited to, the following:

- Presentations and/or additional meetings
- Additional submittals
- Combination efforts to compile the subject design plans with a separate design set produced by another consultant.
- Development of coordinated traffic signal timing plans
- Coordination with other Cities, beyond that anticipated in the scope of services

Information Provided by the Town of Addison

The following information will be provided by the Town:

- Existing As-Built information (as applicable)

Lump Sum Fee Schedule:

The Professional will perform the services in the Tasks below for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task (Lump Sum)	Fee
Survey	\$ 6,500
Project Meetings	\$ 3,800
Field Evaluation	\$ 6,800
Design Phase (Traffic Signal Design)	\$ 32,200
Design Phase (Flashing Yellow Arrow and Retroreflective Backplate Design)	\$57,500
Design Deliverables	\$17,700
TOTAL	\$ 124,500

EXHIBIT B

SCHEDULE AND DELIVERABLES

Schedule

The Professional will provide its services as expeditiously as practicable and work with TxDOT to maintain a mutually agreeable schedule. This tentative letting date for the project is July 2025 (subject to change).

Deliverables

Layouts prepared by the Professional will be submitted for review and comment by the Town and TxDOT. The Professional's project deliverables will consist of:

- 60% Submittal – The Professional will submit electronic PDF construction drawings to the Town and TxDOT for distribution and review.
- 90% Submittal – The Professional will submit electronic PDF, Opinion of Probable Construction Cost, and specifications/special provisions in accordance with the 90% submittal format.
- 100% (Draft) Submittal – The Professional will address any necessary review comments and an electronic version of construction drawings to TxDOT and Town for review. The Professional will submit plans and in accordance with 100% draft submittal format.
- 100% (Final) Submittal – The Professional will provide one full set of sealed original drawings and one full set of specifications/special provisions. The Professional will submit Opinion of Probable Construction Cost in MS Excel file format.

EXHIBIT C

STANDARD HOURLY RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Standard Rate Schedule
(Hourly Rate)

Analyst	\$160 - \$245
Professional	\$230 - \$295
Senior Professional I	\$255 - \$350
Senior Professional II	\$335 - \$370
Senior Technical Support	\$155 - \$280
Support Staff	\$110 - \$145
Technical Support	\$125 - \$150

Effective through June 30, 2024
Subject to adjustment thereafter

City Council (FY24)

4. h.

Meeting Date: 06/25/2024

Department: Airport

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution declaring an emergency for needed repairs on the Engineered Materials Arresting System (EMAS) at the Addison Airport and ratifying actions to repair the EMAS System in the amount of \$190,519.16.

BACKGROUND:

The purpose of this item is to seek approval for the payment to Runway Safe for repairs to the Engineered Material Arresting System (EMAS). The EMAS uses crushable materials and is placed at the end of a runway to stop aircraft that overrun the runway. The tires of the aircraft sink into the lightweight material and the aircraft is safely decelerated in a controlled manner as it rolls through the material. Runway Safe is the sole manufacturer and maintenance provider of EMAS products that meet FAA standards.

On May 19th, 2023, a Cessna 172 operated by American Flyers overran Runway 16 after attempting to abort takeoff. The aircraft traversed into the EMAS before coming to a stop just off the east shoulder of the EMAS.

On October 21st, 2023, Runway Safe replaced 14 EMAS blocks, 2 shields, and 34 panels were reinforced with tape. The invoice for repairs totaled \$190,519.16 for materials, labor, support and supervision, and mobilization. This cost is high due to the uniqueness of the product and Runway Safe being the sole provider. A claim was filed with TML-IRP to recover costs of the repair.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution

Runway Safe Invoice

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS DECLARING AN EMERGENCY FOR NEEDED REPAIRS ON THE ENGINEERED MATERIALS ARRESTING SYSTEM (EMAS) AT THE ADDISON AIRPORT AND RATIFYING ACTIONS TO REPAIR THE EMAS SYSTEM IN THE AMOUNT OF \$190,519.16, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2023, a small plane landed short of the runway at the Addison Airport and caused significant damage to the Airport’s Engineered Materials Arresting System (EMAS) on the south end of the airport; and

WHEREAS, without immediate repairs to the EMAS, the Airport would be required to issue a Notice to Airmen (NOTAM) effectively shortening the available runway landing distance; and

WHEREAS, the City engaged the services of Runway Safe, Inc. to repair and restore the EMAS for the stipulated sum amount not to exceed \$190,519.16.

WHEREAS, insurance proceeds received substantially cover the cost of repair; and

WHEREAS, the Airport Fund has funds available to pay for the repairs to the EMAS;
and

WHEREAS, the City Council finds that emergency repairs are necessary to protect the health, safety and welfare of the public and of the users of the Addison Airport.

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

Section 1. The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

Section 2. The EMAS repairs were completed by Runway Safe, Inc. to the City's satisfaction and approval. A true and correct copy of the final invoice in the amount of \$190,519.16 is attached hereto and incorporated herein by reference as **Exhibit A.** The City Council hereby authorizes the City Manager to make final payment for the EMAS repairs.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 25th day of June, 2024.

RESOLUTION NO. _____

Valencia Garcia, Interim City Secretary

Bruce Arfsten, Mayor

EXHIBIT A

Runway Safe, Inc.
2239 High Hill Road
Logan Township, NJ 08085
6088437734
cfo@runwaysafe.com
www.runwaysafe.com



INVOICE

BILL TO

Addison Airport
16051 Addison Road
Suite 220
Addison, TX 75001

SHIP TO

Addison Airport
16051 Addison Road
Suite 220
Addison, TX 75001

INVOICE # 1336

DATE 11/28/2023

DUE DATE 12/28/2023

TERMS Net 30

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	EMASMAX block	EMASMAX Blocks	14	2,975.00	41,650.00
	EMAS Material	Repair Materials	1	24,368.36	24,368.36
	Contractor labour	Construction Company Fee	1	56,371.30	56,371.30
	Installation Support and Supervision	RWS Support and supervision	1	50,579.50	50,579.50
	Shipping & Handling	Shipping Cost to cover Deliver of Material to Airport	1	17,550.00	17,550.00

For wire transfer payments
Runway Safe, Inc
Acct No 858000092600
Bank of America, ABA No 071103619

SUBTOTAL 190,519.16
TAX 0.00
TOTAL 190,519.16
BALANCE DUE **\$190,519.16**

Runway Safe, Inc.
2239 High Hill Road
Logan Township, NJ 08085
6088437734
cfo@runwaysafe.com
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INVOICE

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	Shipping & Handling	Shipping Cost to cover Deliver of Material to Airport	1	17,550.00	17,550.00

For wire transfer payments
Runway Safe, Inc
Acct No 858000092600
Bank of America, ABA No 071103619

SUBTOTAL 190,519.16
TAX 0.00
TOTAL 190,519.16
BALANCE DUE **\$190,519.16**

City Council (FY24)

5. a.

Meeting Date: 06/25/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend Planned Development (PD) District, Ordinance O22-3, for a 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road, in order to modify the development plans to allow for the construction of a covered parking structure and dumpster enclosure. Case 1907-Z/Prestonwood Place Amendment

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on May 21, 2024, voted to recommend approval of a request to amend the development plans established by Planned Development (PD) Ordinance No. O22-3 for a 10.88± acre property generally located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road, to allow for the construction of a new dumpster enclosure and a covered parking structure for existing surface parking.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1907-Z Presentation

1907-Z Ordinance

1907-Z Staff Report

1907-Z Letter of Intent

1907-Z Plans

Ordinance No. O22-3

**Prestonwood Place
PD Amendment
(1907-Z)**

ADDISON

Case 1907-Z Prestonwood Place PD Amendment

ADDISON

LOCATION:

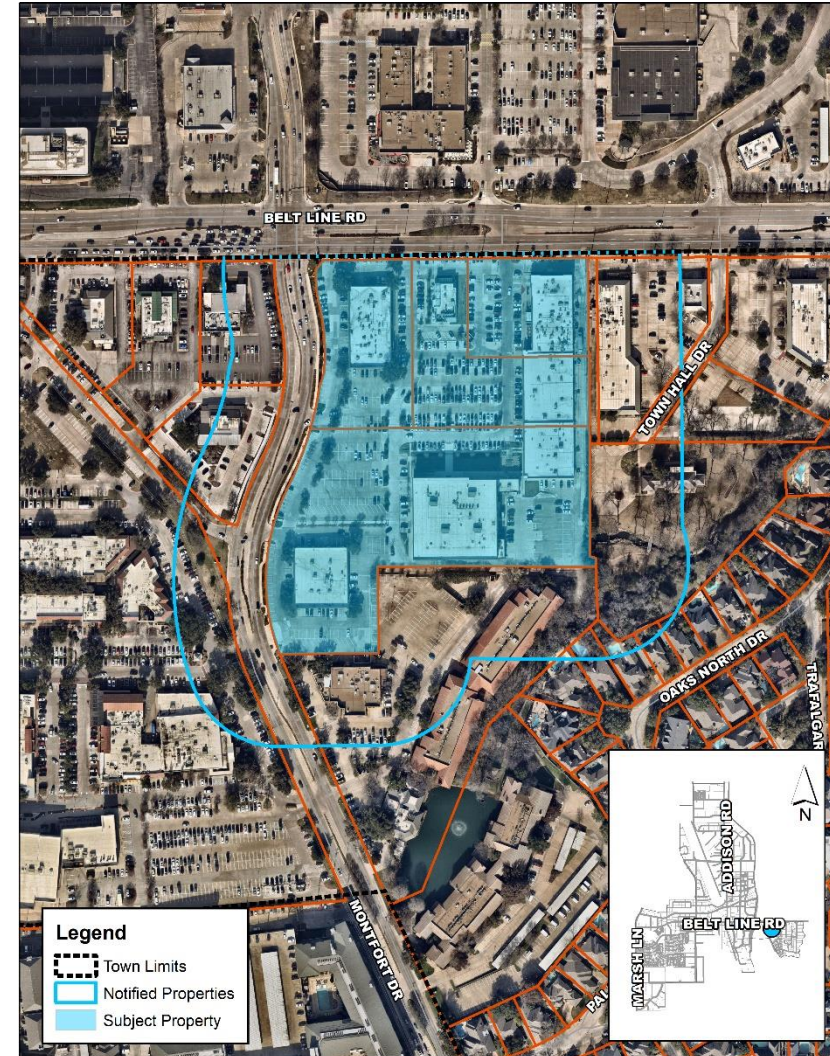
5290 and 5294 Belt Line Road

REQUEST:

Approval of a PD Amendment for PD District, Ord. No. 022-3, to modify the development plans for a mixed-use center.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed development plan amendment.



Case 1907-Z Prestonwood Place PD Amendment

ADDISON



PROJECT HISTORY:

Late 1970s/Early 1980s – Prestonwood Place shopping center constructed

2019 – Rezoned to PD, based on LR standards. Facilitated reinvestment in the property; renovation of building facades, pedestrian improvements and additional landscaping.

2022 – PD Amendment to allow medical as a permitted use.

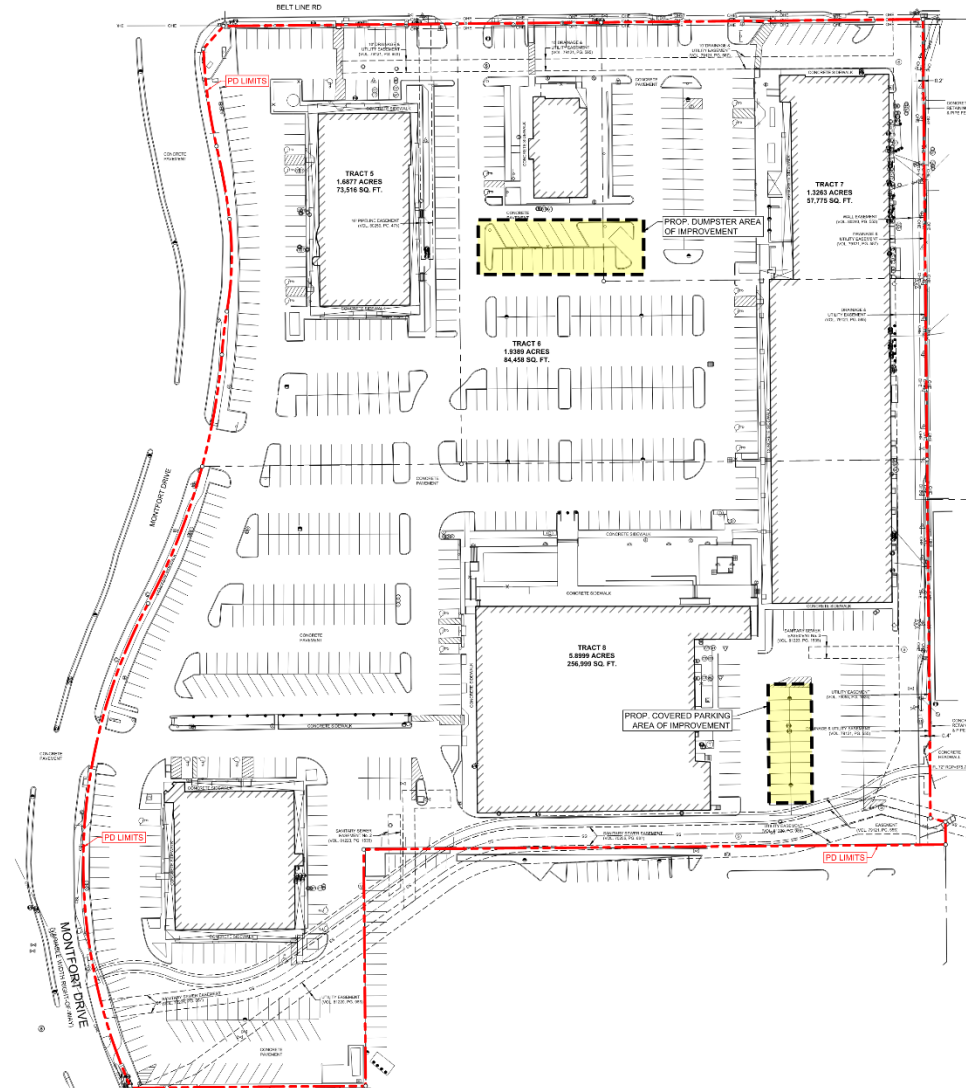
Present – PD Amendment to modify development plans.



Case 1907-Z Prestonwood Place PD Amendment

PROPOSAL:

- New Dumpster Enclosure
 - 7 feet tall
 - 196 square feet (14x14 ft)
- Covered Parking Structure for Surface Parking
 - 22 Spaces
 - 9.5 feet tall



Case 1907-Z Prestonwood Place PD Amendment

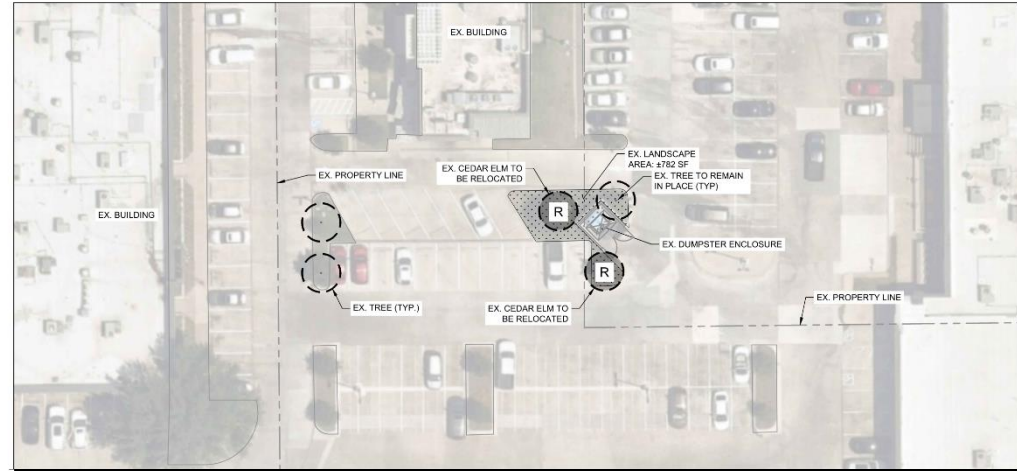
DUMPSTER ENCLOSURE OPEN SPACE & LANDSCAPE:

- Increase Open Space by 165 SF
- Transplant 2 Cedar Elms

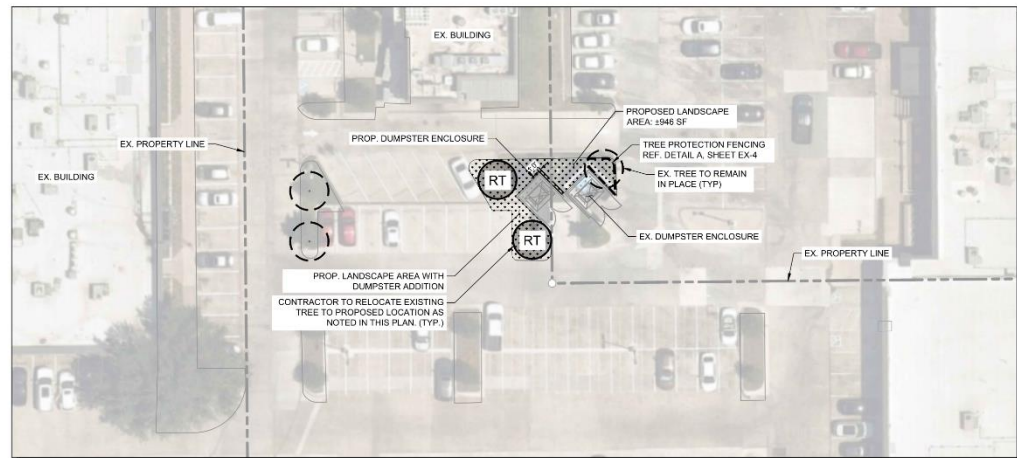
DUMPSTER ENCLOSURE PARKING:

- Remove 4 Parking Spaces
 - **Required:** 675 Spaces
 - **Provided:** 764 Spaces

EXISTING CONDITIONS



PROPOSED CONDITIONS



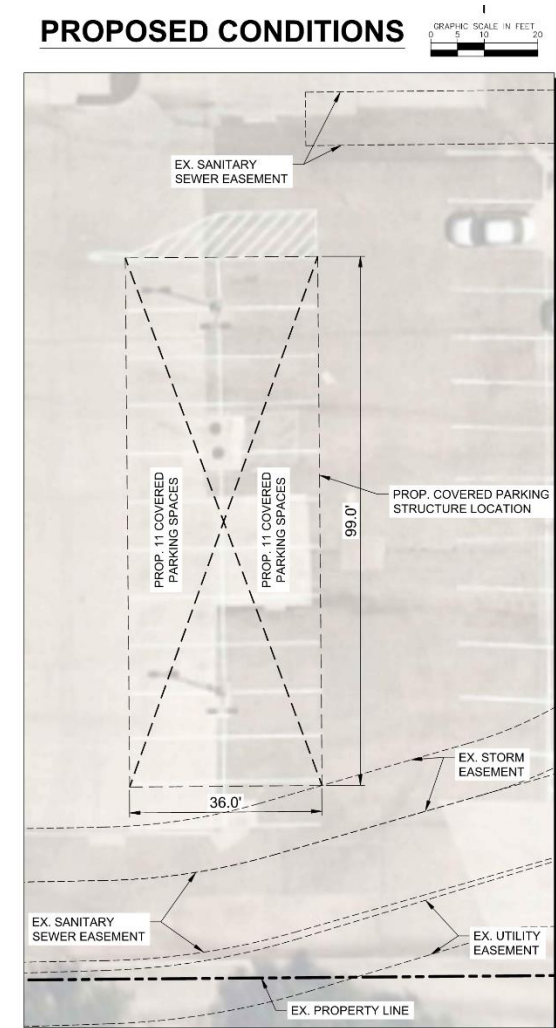
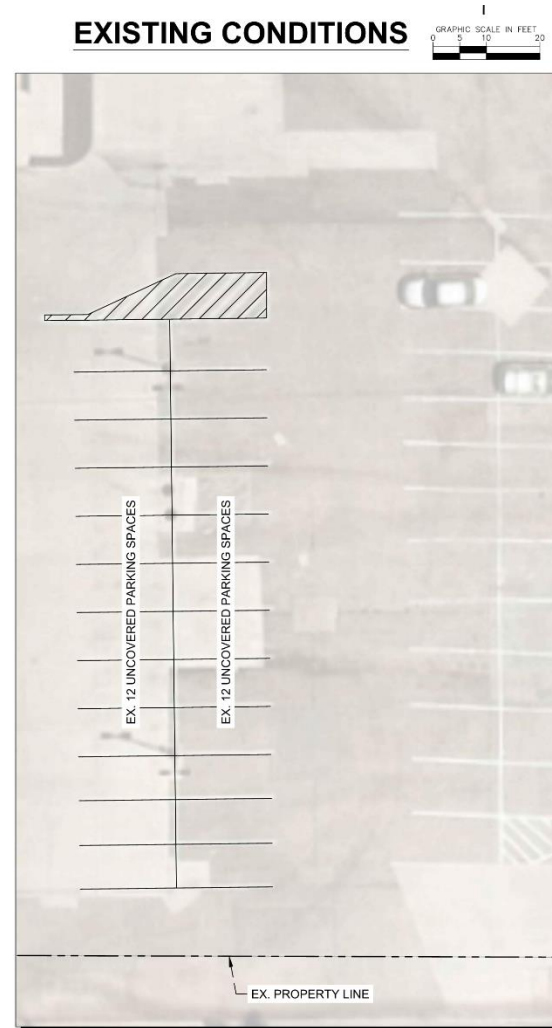
Case 1907-Z Prestonwood Place PD Amendment

COVERED PARKING OPEN SPACE & LANDSCAPE:

- Open Space is not affected for the covered parking structure

COVERED PARKING:

- 22 covered spaces provided
- No reduction of spaces is proposed



Case 1907-Z Prestonwood Place PD Amendment

ADDISON

EXTERIOR APPEARANCE:

- Dumpster Enclosure –
 - Masonry with Stucco Veneer
- Covered Parking Structure –
 - Steel Cantilever with Metal Roof
- There are no proposed modifications to the exterior building improvements approved via PD, Ordinance No. O22-3.

PRESTONWOOD PLACE COVERED PARKING
REFERENCE IMAGERY



Light Stone
THRIFTY | PRIME

COLOR SELECTION

Case 1907-Z Prestonwood Place PD Amendment

ADDISON

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 16

FOR: None

AGAINST: None

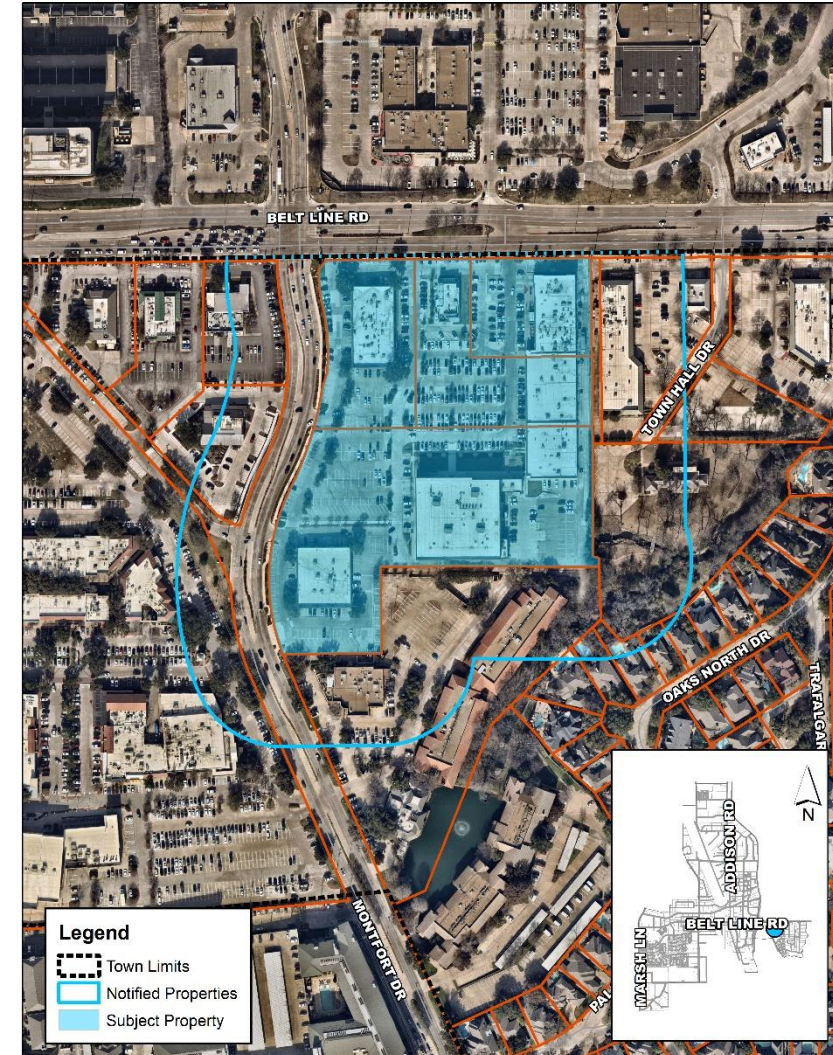
NEUTRAL: None

ADDITIONAL FEEDBACK RECEIVED:

- 1 statement of support from Addison resident

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



Case 1907-Z Prestonwood Place PD Amendment

ADDISON

RECOMMENDATION:

Staff recommends **approval** of the Planned Development Amendment.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AND RESTATING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE O22-3 FOR A 10.88-ACRE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BELT LINE ROAD AND MONTFORT DRIVE; PROVIDING FOR ADOPTION OF AMENDED DEVELOPMENT PLANS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on June 11, 2019, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O19-22 (“PD O19-22”) for a 10.88 acre property located at the the southeast corner of Belt Line Road and Montfort Drive (the “Property”); and

WHEREAS, on January 11, 2022, the City Council approved a request to amend and restate the PD Ordinance No. O22-3 (“PD O22-3”) to provide for an amendment to the permitted uses to allow medical office; and

WHEREAS, at its regular meeting held on May 21, 2024 the Planning & Zoning Commission considered and made recommendations on a request to amend PD O22-3 to amend the development plans (Case No.1907-Z); and

WHEREAS, the City Council desires to amend and restate PD O22-3, in its entirety, to provide for adoption of amended development plans; and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map is hereby amended so as to amend and restate PD O22-3, in its entirety, and to provide for amended development plans for the Property, which is described and depicted in **Exhibit A** attached hereto and incorporated herein.

SECTION 3. PD O22-3 development stipulations are to read as follows:

- A. The Property shall be improved in accordance with the site plan, landscape plan, and building elevations, which are attached hereto as **Exhibit B** and made a part hereof for all purposes.
- B. All development and/or improvement of the the Property shall be in conformance with the Local Retail (LR) district standards, as amended, subject only to the following exceptions:
- i. All parking in the center shall be set at a mixed-use development ratio of one space per 200 square feet of space (1/200).
 - ii. The property may be developed with modifications to the LR design standards for façade materials, building height, and parking requirements as shown on **Exhibit B**.
 - iii. In addition to the uses allowed by the LR district regulations, the Property may be used for medical office uses providing non-emergency services, open and operational no longer than 18 hours on any given day.

SECTION 4. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

SECTION 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. 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 **25TH** day of **JUNE** 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, Interim City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 2:

BEING a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas, and being a part of Lot A, Block 2, Oaks North-East No. 1, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 603, Map Records, Dallas County, Texas, and being all of Lot B, Block 2, Oaks North-East No. 2, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 595, Map Records, Dallas County, Texas, and all of Lot C, Block 2, Oaks North-East No. 3, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 587, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the south line of Belt Line Road (100' R.O.W.), said corner being at the northeast end of a corner clip at the intersection of said south line with the east line of Montfort Drive (80' R.O.W.), said corner also being the north corner of a Right-of-Way Dedication to the Town of Addison as recorded in Volume 93199, Page 4620, Deed Records, Dallas County, Texas;

THENCE N 89°49'50" E, along said south line, a distance of 582.78 feet to a pk nail set for corner, said corner being the northeast corner of the abovementioned Oaks North-East No. 3 and the northwest corner of the Lake Forest Addition, an Addition to the Town of Addison, as recorded in Volume 79168, Page 2399, Map Records, Dallas County, Texas;

THENCE S 0°10'10" E, departing said south line and along the west line of said Lake Forest Addition, a distance of 366.56 feet to a pk nail set for corner, said corner also being the northeast corner of Lot D, Block 2, Oaks North-East No. 4, an Addition to the Town of Addison, as per the plat recorded in Volume 79121, Page 555, Map Records, Dallas County, Texas;

THENCE S 89°49'50" W, departing said west line and along the north line of said Addition, a distance of 604.08 feet to an "x" cut found for corner in the aforementioned east line of Montfort Drive, said corner also being in a curve to the left having a central angle of 10°02'14", a radius of 540.00 feet, a tangent of 47.42 feet and a chord bearing and distance of N 10°23'09" E, 94.48 feet;

THENCE along said east line and along said curve to the left, an arc distance of 94.60 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 5°17'30", a radius of 392.50 feet, a tangent of 18.14 feet and a chord bearing and distance of N 6°52'29" E, 36.24 feet;

THENCE along said curve to the right and with said east line, an arc distance of 36.25 feet to a 1/2" iron rod found for corner at the beginning of a curve to the left having a central angle of 17°09'59", a radius of 258.00 feet, a tangent of 38.94 feet and a chord bearing and distance of N 2°02'36" E, 77.01 feet;

THENCE along said curve to the left and with said east line, an arc distance of 77.30 feet to a 1/2" iron rod found for corner at the beginning of a curve to the left having a central angle of 6°25'56", a radius of 549.00 feet, a tangent of 30.85 feet and a chord bearing and distance of N 9°45'19" W, 61.60 feet;

THENCE along said curve to the left and with said east line, an arc distance of 61.63 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 10°24'14", a radius of 451.00 feet, a tangent of 41.06 feet and a chord bearing and distance of N 7°15'57" W, 81.78 feet;

THENCE along said curve to the right and with said east line of Montfort Drive, an arc distance of 81.89 feet to a 5/8" capped iron rod set for corner at the southwest end of the abovementioned corner clip at the intersection of said east line and the abovementioned south line of Belt Line Road;

THENCE N 41°43'23" E, along said corner clip, a distance of 25.36 feet to the POINT OF BEGINNING and containing 215,741 square feet or 4.9527 acres of land, more or less.

EXHIBIT A

Tract 3:

BEING a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas, and being a part of Oaks North-East No. 4, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 555, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a pk nail with washer stamped "RPLS 4625" set for corner in the east line of Montfort Drive (80' at this point), said corner being the northwest corner of said Oaks North-East No. 4 and the southwest corner of Oaks North-East No. 1, an Addition to the Town of Addison, as per the plat thereof recorded in Volume 79121, Page 603, Map Records, Dallas County, Texas;

THENCE N 89°49'50" E, along the common line between said Additions, a distance of 604.08 feet to a pk nail with washer stamped "RPLS 4625" set for corner in the west line of Lake Forest Addition, an Addition to the Town of Addison, as recorded in Volume 79168, Page 2399, Map Records, Dallas County, Texas;

THENCE S 0°10'10" E, along the west line of said Lake Forest Addition, a distance of 298.55 feet to a 1/2" "SJF" capped iron rod found for corner;

THENCE S 75°13'25" E, a distance of 12.84 feet to a 1/2" "SJF" capped iron rod found for corner;

THENCE S 0°10'10" E, a distance of 19.00 feet to a pk nail with washer stamped "RPLS 4625" set for corner, said corner being the northeast corner of Prestonwood Pond II, as recorded in Volume 86088, Page 444, Deed Records, Dallas County, Texas;

THENCE S 89°49'50" W, along the north line of said tract, a distance of 485.00 feet to a pk nail set for corner, said corner being the most easterly northwest corner of said tract;

THENCE S 0°10'10" E, a distance of 197.00 feet to a 5/8" "BDD" capped iron rod set for corner, said corner being a re-entrant corner of said tract;

THENCE S 89°49'50" W, a distance of 195.47 feet to a 1/2" iron rod found for corner in the east line of the abovementioned Montfort Drive, said corner also being the most westerly northwest corner of said tract;

THENCE N 23°24'00" W, along said east line, a distance of 2.67 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 51°50'50", a radius of 460.00 feet, a tangent of 223.60 feet and a chord bearing and distance of N 2°31'25" E, 402.20 feet;

THENCE along said curve to the right and with said east line of Montfort Drive, an arc distance of 416.26 feet to an 1/2" iron rod found for corner at the beginning of a reverse curve to the left having a central angle of 13°02'34", a radius of 540.00 feet, and a chord bearing and distance of N 21°55'33" E, 122.66 feet;

THENCE along said reverse curve to the left and with said east line, an arc distance of 122.93 feet to the POINT OF BEGINNING and containing 257,353 square feet or 5.9080 acres of land, more or less.

EXHIBIT A

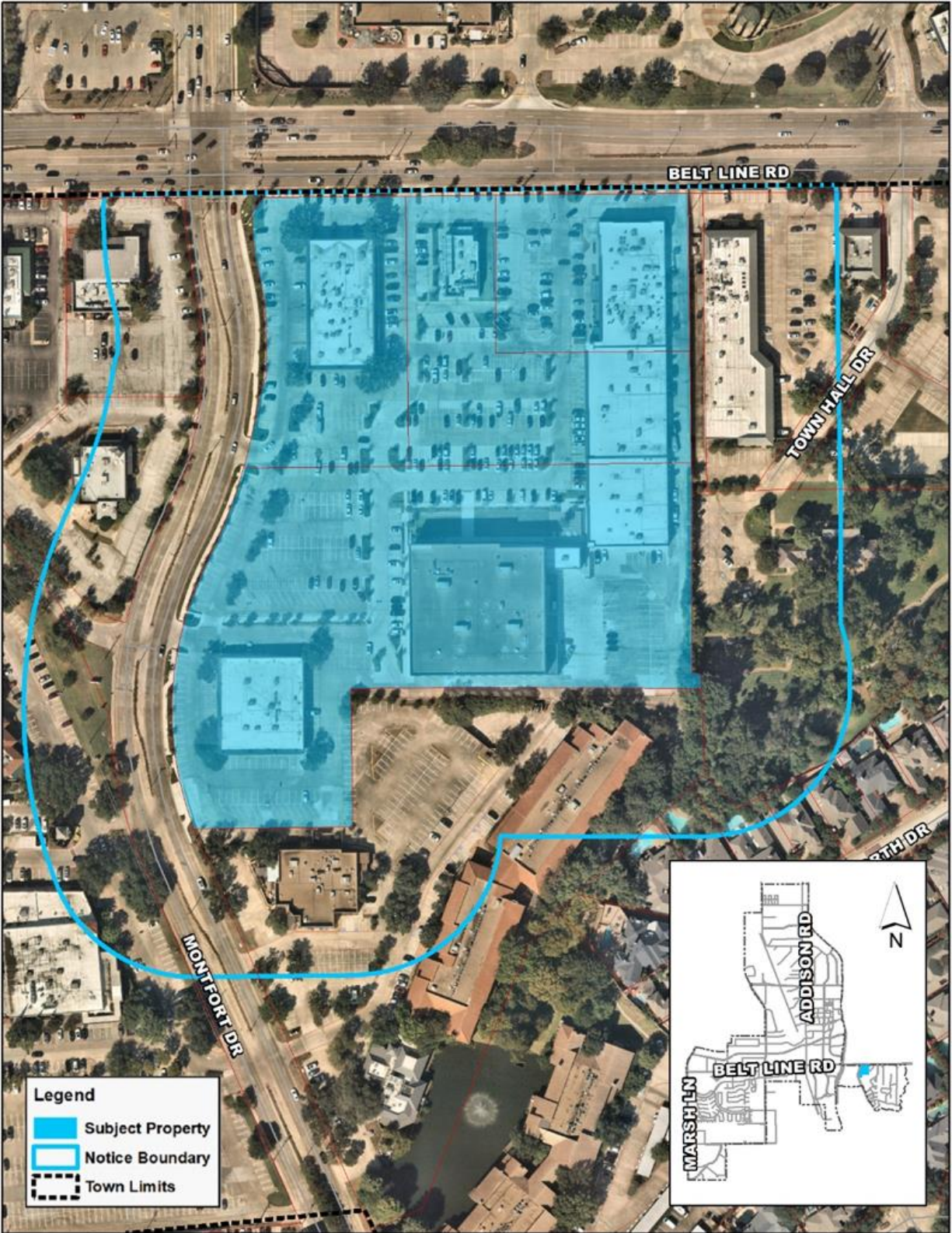


EXHIBIT B











MATERIAL LEGEND :

Material	Color	Material	Color	Material	Color	Material	Color	Material	Color
Concrete	Light Gray	Brick	Red	Stucco	Light Gray	Dark Stucco	Dark Gray	Dark Stucco	Dark Gray
Dark Stucco	Dark Gray	Dark Stucco	Dark Gray	Dark Stucco	Dark Gray	Dark Stucco	Dark Gray	Dark Stucco	Dark Gray

FACTORY MARK NOTES:

1. THIS FACTORY MARK IS FOR CONSTRUCTION AND CANNOT BE APPLIED TO FINISHED WORK.
2. ALL FACTORY MARKS MUST BE APPROVED BY THE ARCHITECT AND APPLIED BY THE CONTRACTOR.
3. FACTORY MARKS MUST BE APPLIED TO ALL EXTERIOR SURFACES.
4. ALL FACTORY MARKS MUST BE APPLIED TO ALL EXTERIOR SURFACES.
5. FACTORY MARKS MUST BE APPLIED TO ALL EXTERIOR SURFACES.

OWNER:
 NORTHWOOD RETAIL, LLC
 8080 PARK LANE, IRVING, TEXAS 75039
 EVAN MUSCOTT

ARCHITECT:
 MERIBIAN ANDERSON ARCHITECTS
 300 N. FIELD ST. DALLAS, TX 75202
 RYAN SCHULTZ

TOWN PROJECT NUMBER: 17942-2
GRAPHIC SCALE:
DATE: 08/27/2018
PROJECT NO.: 159
LOT: A, B, C, D - BLOCK 2
TOWN OF ADDISON, TEXAS

ARCHITECTS:
ma
 MERIBIAN ANDERSON ARCHITECTS
 300 N. FIELD ST. DALLAS, TX 75202
 RYAN SCHULTZ

REVISION: (DATE) (BY) (FILE NUMBER) (SHEET)

MS 08/27/2018 159-17942-2 4.5

EXHIBIT B

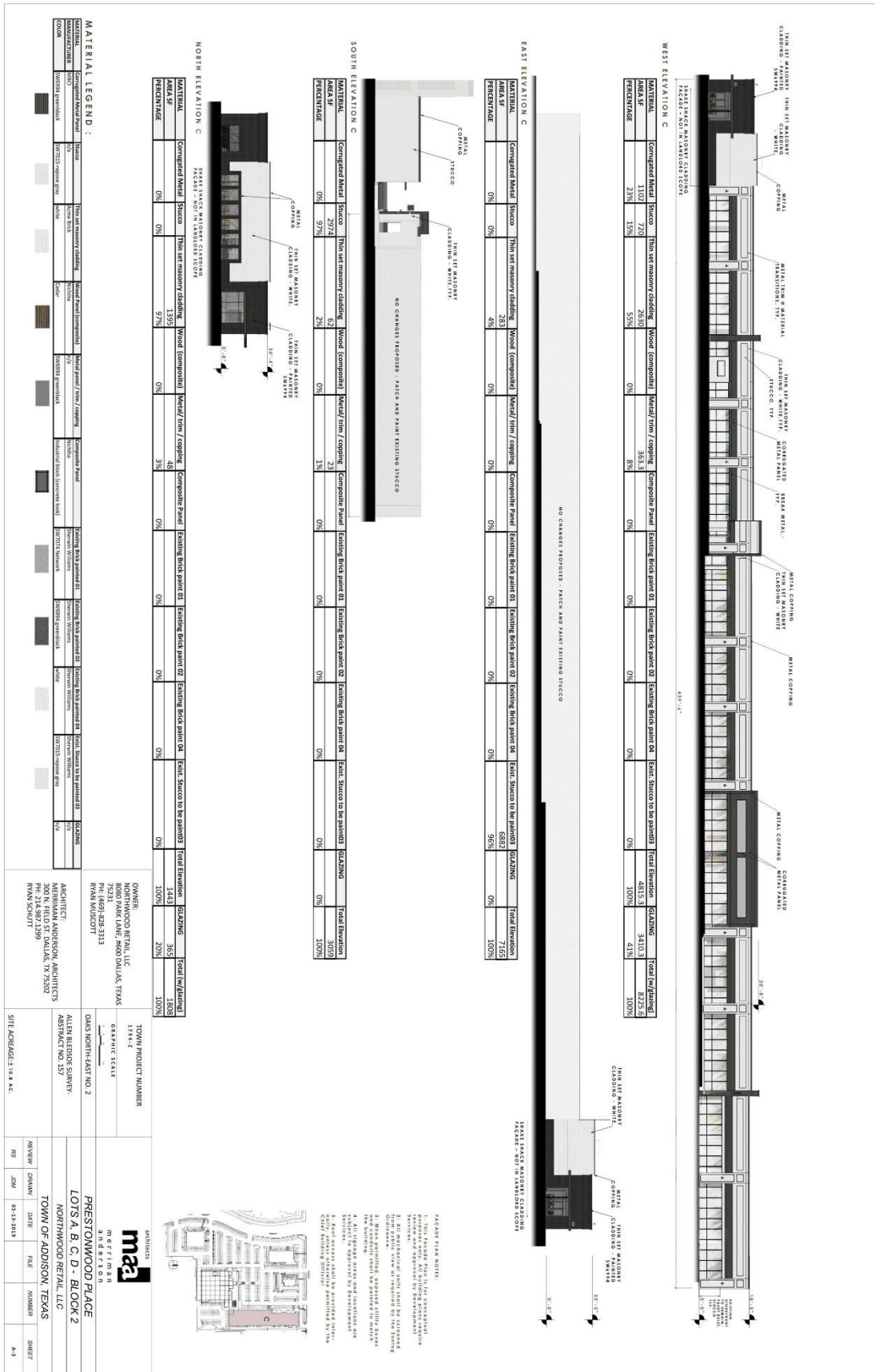


EXHIBIT B

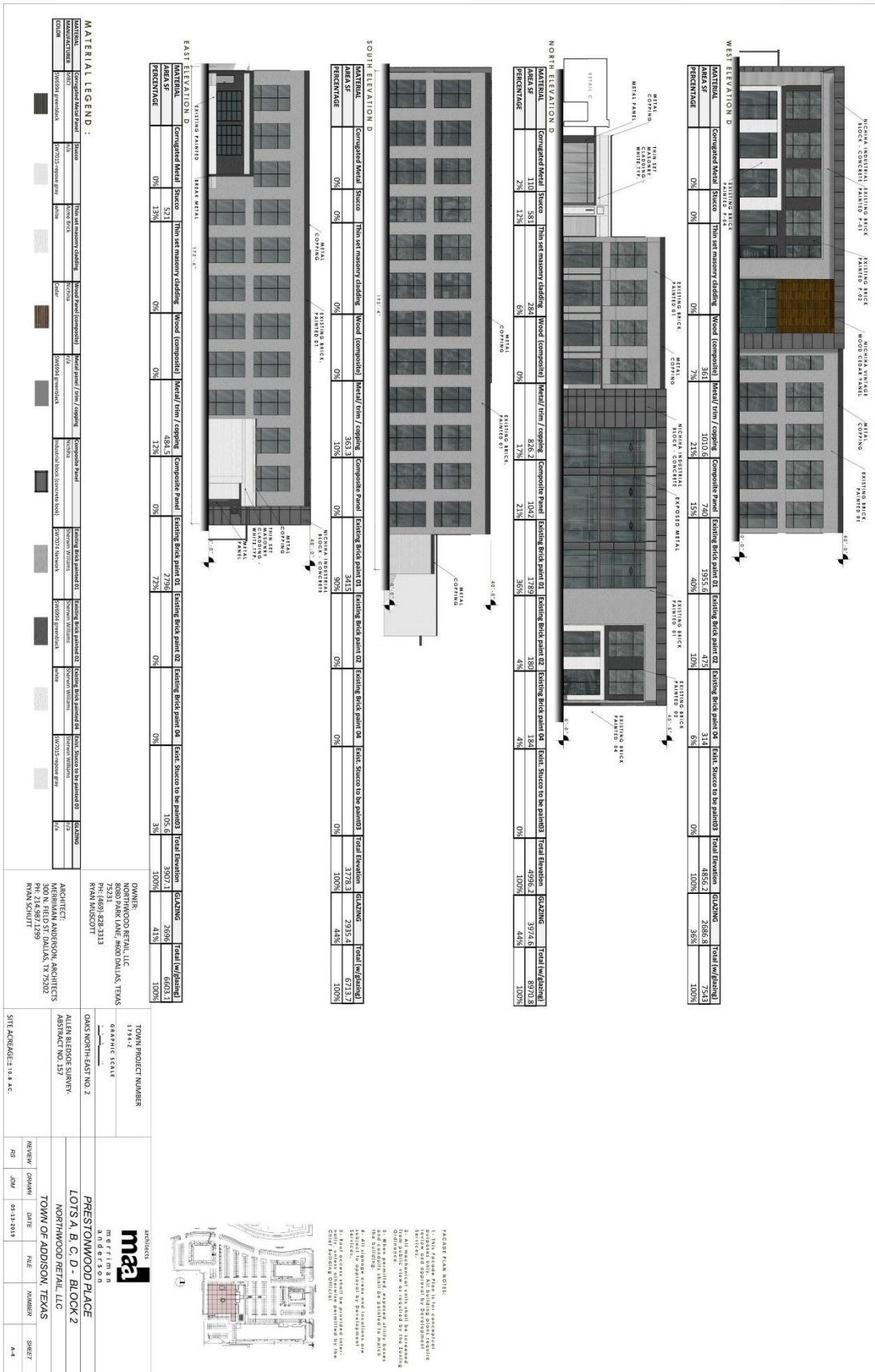


EXHIBIT B

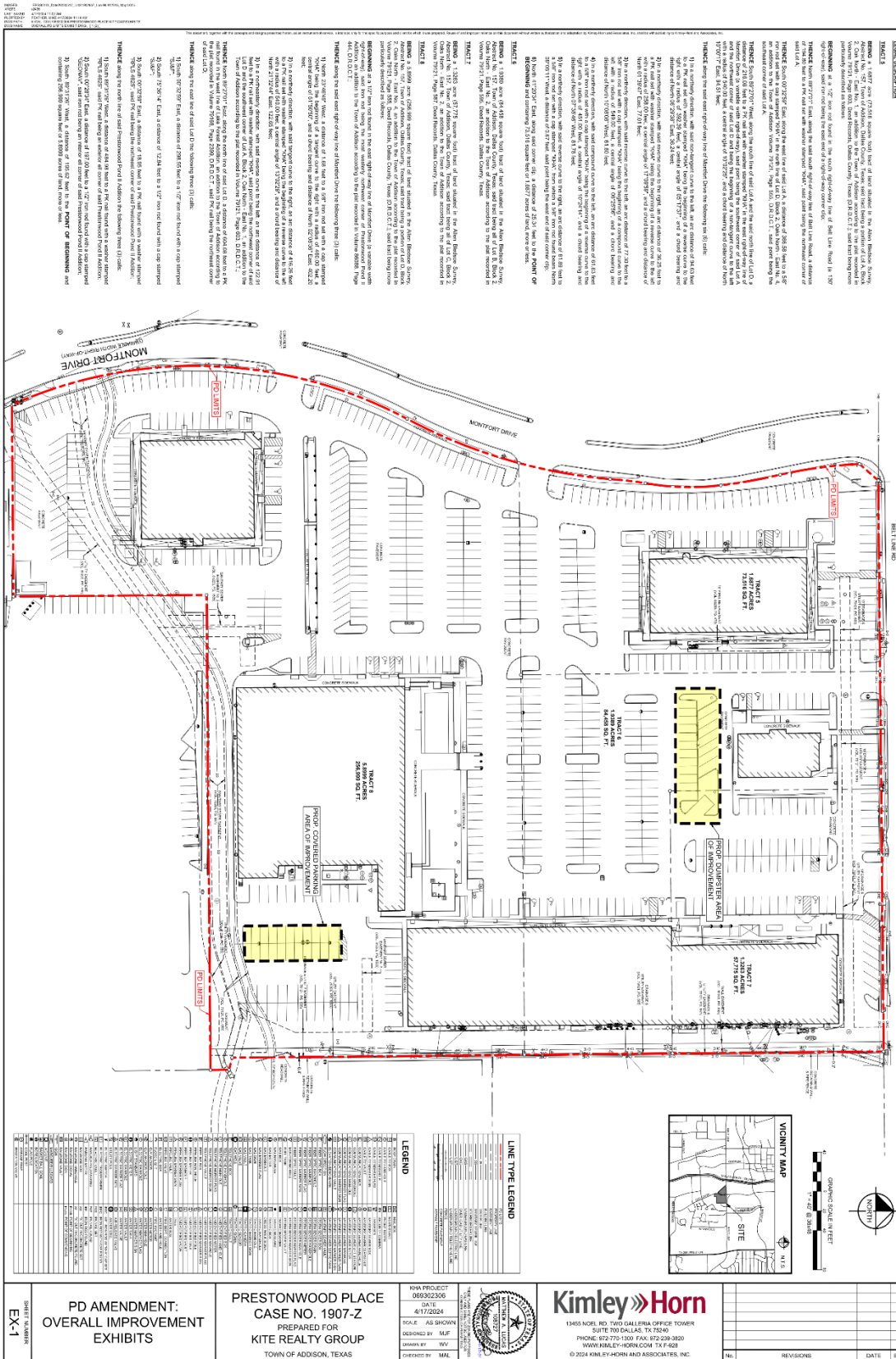
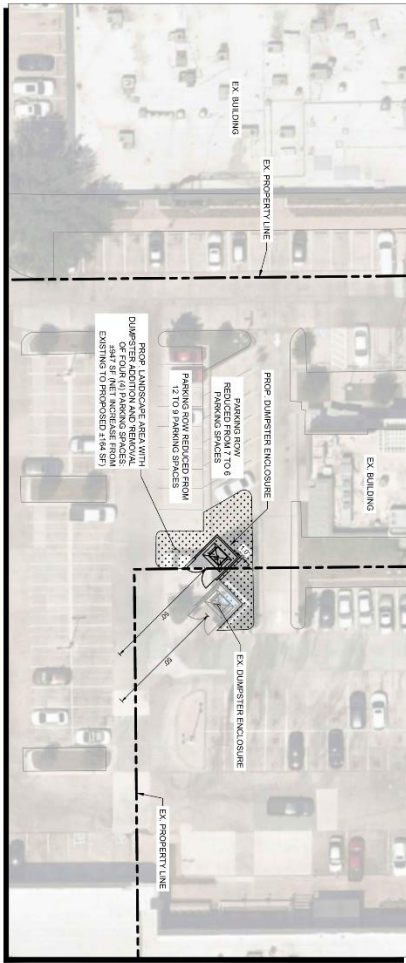
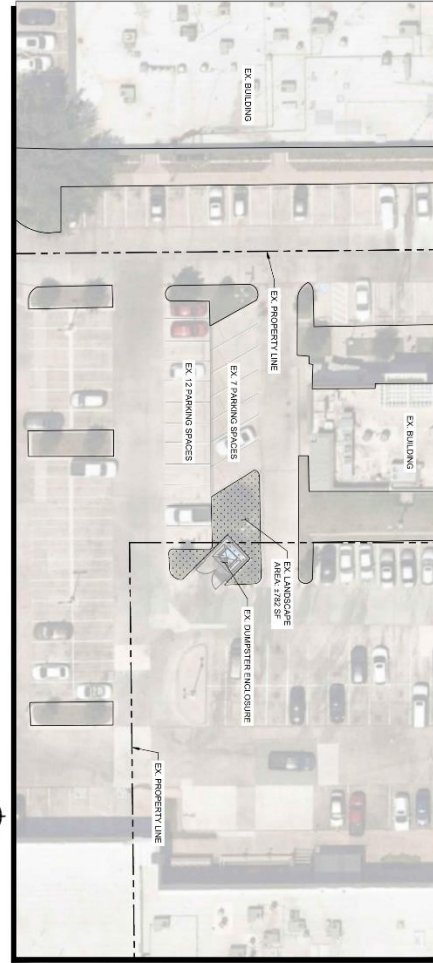
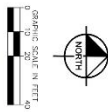


EXHIBIT B

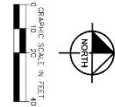
PROJECT: PD AMENDMENT: DUMPSTER ENCLOSURE EXHIBIT
 DATE: 4/11/2024
 SCALE: AS SHOWN
 DESIGNED BY: MUF
 DRAWN BY: WY
 CHECKED BY: MAL



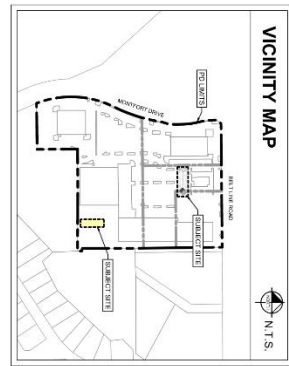
PROPOSED CONDITIONS



EXISTING CONDITIONS



ZONING SUMMARY			
EXISTING ZONING	PROPOSED ZONING	PROPOSED ZONING WITH AMENDING ADDITION	PROPOSED ZONING WITH AMENDING ADDITION
200 STAVLES	800 STAVLES	200 STAVLES	800 STAVLES
EXISTING ZONING	PROPOSED ZONING	PROPOSED ZONING WITH AMENDING ADDITION	PROPOSED ZONING WITH AMENDING ADDITION
200 STAVLES	800 STAVLES	200 STAVLES	800 STAVLES



EX-2
 PD AMENDMENT:
 DUMPSTER ENCLOSURE
 EXHIBIT

**PRESTONWOOD PLACE
 CASE NO. 1907-Z**
 PREPARED FOR
KITE REALTY GROUP
 TOWN OF ADDISON, TEXAS



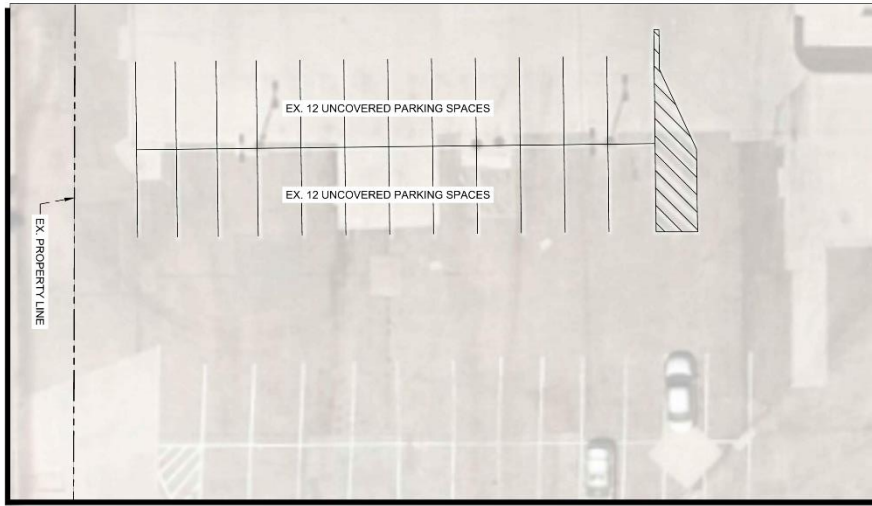
Kimley-Horn
 15400 HORN RD. TWO GALLERIA OFFICE TOWER
 SUITE 702 DALLAS, TX 75245
 PHONE: 972-775-1500 FAX: 972-298-3800
 WWW.KIMLEY-HORN.COM TX P-628
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.

No.	REVISIONS	DATE	BY

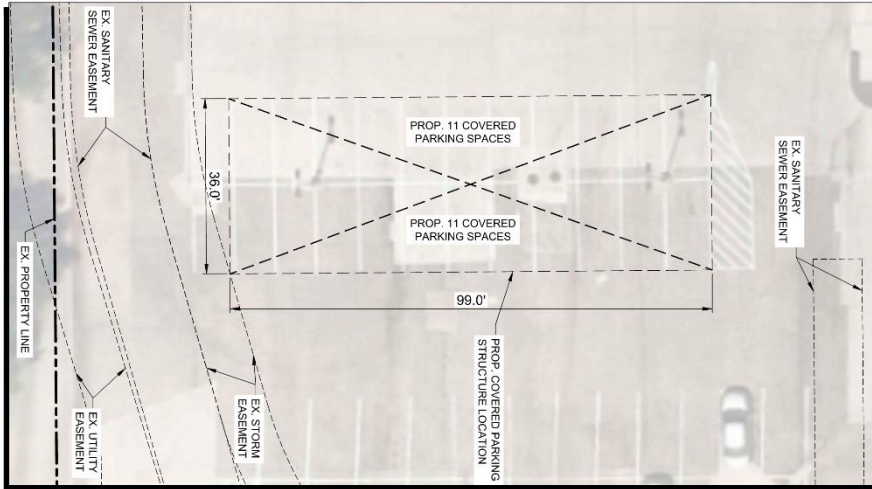
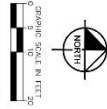
EXHIBIT B

SHEET NO. 1907-Z-1 PRESTONWOOD PLACE AMENDMENT CASE NO. 1907-Z
 DATE 4/17/2024
 DRAWN BY: WJV
 CHECKED BY: MAL

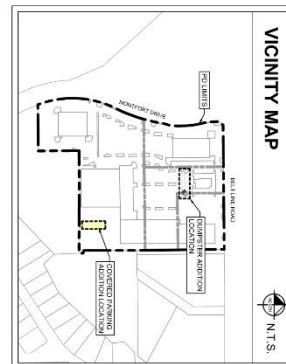
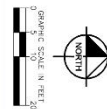
This drawing shall be used in accordance with the provisions of the Texas State Land Use Code and the provisions of the Ordinance of the Town of Addison, Texas, which shall be subject to the provisions of the Texas State Land Use Code.



EXISTING CONDITIONS



PROPOSED CONDITIONS

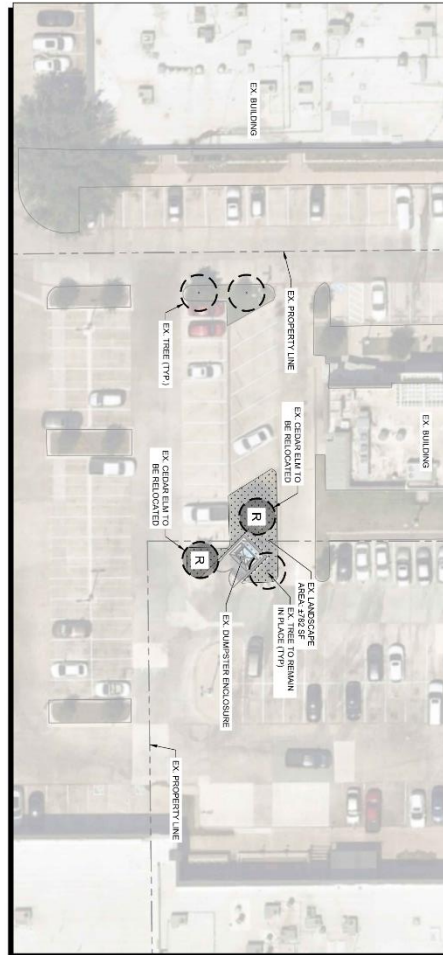


NOTE: REFER TO SHEET EX-1 (DRAINAGE)
 ENCLOSURE EXHIBIT FOR ZONING SUMMARY CHART
 NOTE: THERE WILL BE NO MODIFICATION TO ANY
 EXISTING LANDSCAPING OR OPEN SPACE WITH THE
 PROPOSED COVERED PARKING.

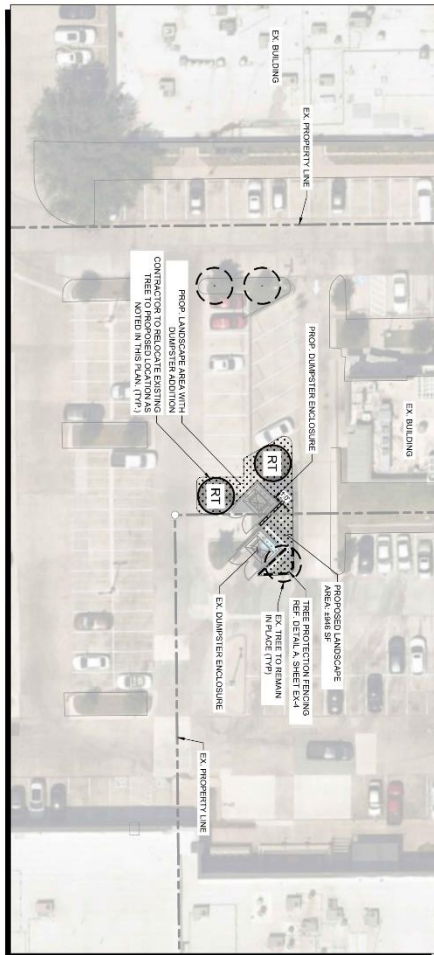
SHEET NUMBER EX-3	PD AMENDMENT: COVERED PARKING EXHIBIT	PRESTONWOOD PLACE CASE NO. 1907-Z PREPARED FOR KITE REALTY GROUP <small>TOWN OF ADDISON, TEXAS</small>	<small>KHA PROJECT</small> 069302306 <small>DATE</small> 4/17/2024 <small>SCALE</small> AS SHOWN <small>DESIGNED BY</small> KIM <small>DRAWN BY</small> WJV <small>CHECKED BY</small> MAL	 Kimley»Horn <small>13465 NOEL RD, TWO GALLERIA OFFICE TOWER SUITE 700 DALLAS, TX 75246 PHONE: 972-770-1000 FAX: 972-239-2600 WWW.KIMLEY-HORN.COM TX-F-028 © 2021 KIMLEY-HORN AND ASSOCIATES, INC.</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 70%;">REVISIONS</th> <th style="width: 10%;">DATE</th> <th style="width: 15%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISIONS	DATE	BY												
NO.	REVISIONS	DATE	BY																		

EXHIBIT B

05/22/2024 11:51 AM - PROJECT: PRESTONWOOD PLACE AMENDMENT - TOWN OF ADDISON, TEXAS
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 05/22/2024 11:51 AM - PROJECT: PRESTONWOOD PLACE AMENDMENT - TOWN OF ADDISON, TEXAS



EXISTING CONDITIONS



PROPOSED CONDITIONS

GRAPHIC SCALE IN FEET
0 10 20 40

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

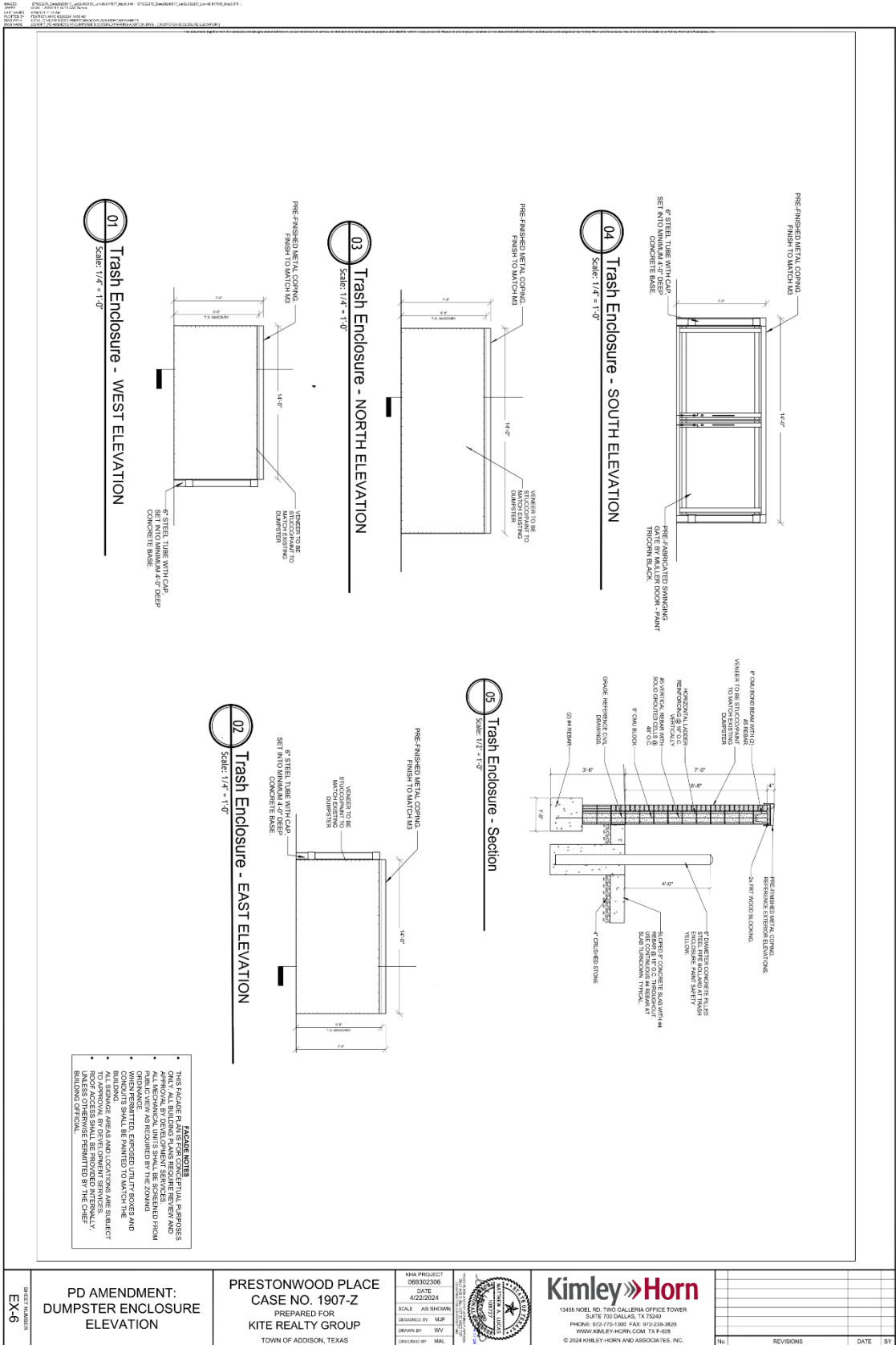
	EXISTING TREE
	PROPOSED TREE
	PROPOSED TREE
	EXISTING TREE

NOTES:

1. THE EXISTING DUMPSTER ENCLOSURE AND TREE SHALL BE RELOCAATED TO THE PROPOSED LANDSCAPE AREA WITH DUMPSTER ENCLOSURE AND TREE TO BE RELOCAATED IN PLACE (TYP).
2. THE EXISTING DUMPSTER ENCLOSURE AND TREE SHALL BE RELOCAATED TO THE PROPOSED LANDSCAPE AREA WITH DUMPSTER ENCLOSURE AND TREE TO BE RELOCAATED IN PLACE (TYP).
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8. THE EXISTING DUMPSTER ENCLOSURE AND TREE SHALL BE RELOCAATED TO THE PROPOSED LANDSCAPE AREA WITH DUMPSTER ENCLOSURE AND TREE TO BE RELOCAATED IN PLACE (TYP).

<p>EX-3</p>	<p>PD AMENDMENT: DUMPSTER ENCLOSURE LANDSCAPE EXHIBIT</p>	<p>PRESTONWOOD PLACE CASE NO. 1907-Z</p> <p>PREPARED FOR KITE REALTY GROUP</p> <p>TOWN OF ADDISON, TEXAS</p>	<p>KMA PROJECT 069802306</p> <p>DATE 05/08/2024</p> <p>DESIGNED BY SMB</p> <p>DRAWN BY SMB</p> <p>CHECKED BY KWB</p>		<p>Kimley»Horn</p> <p>13485 NOEL RD., TWO GALLERIA OFFICE TOWER SUITE 100 DALLAS, TX 75260 PHONE: 972-776-1100 FAX: 972-736-3635 WWW.KIMLEY-HORN.COM TX-4426</p> <p>© 2024 KIMLEY-HORN AND ASSOCIATES, INC.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 75%;">REVISIONS</th> <th style="width: 20%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISIONS	DATE						
NO.	REVISIONS	DATE													

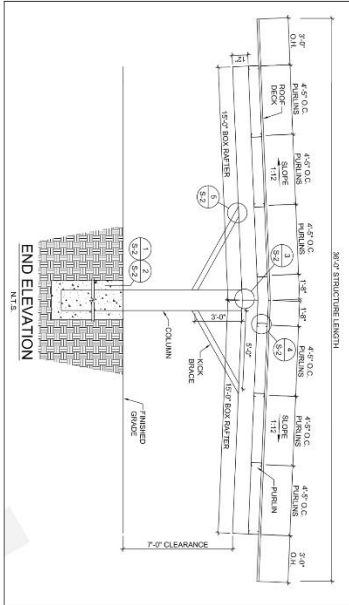
EXHIBIT B



PD AMENDMENT: DUMPSTER ENCLOSURE ELEVATION <small>DATE: 4/22/2024</small> <small>BY: MJP</small> <small>SCALE: AS SHOWN</small> <small>DESIGNED BY: MJP</small> <small>DRAWN BY: WJ</small> <small>PROJECTED BY: MW</small>	PRESTONWOOD PLACE CASE NO. 1907-Z PREPARED FOR KITE REALTY GROUP TOWN OF ADDISON, TEXAS		Kimley-Horn 1545 NOEL RD., TWO GALLERIA OFFICE TOWER SUITE 700 DALLAS, TX 75240 PHONE: 972-751-0000 FAX: 972-238-3650 WWW.KIMLEY-HORN.COM TX F-003 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 70%;">REVISIONS</th> <th style="width: 25%;">DATE</th> <th style="width: 10%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	REVISIONS	DATE	BY												
NO.	REVISIONS	DATE	BY																	

EXHIBIT B

PROJECT: PRESTONWOOD PLACE COVERED PARKING
 DATE: 4/22/2024
 SCALE: AS SHOWN
 DESIGNED BY: M.F.
 DRAWN BY: W.V.
 CHECKED BY: M.A.L.



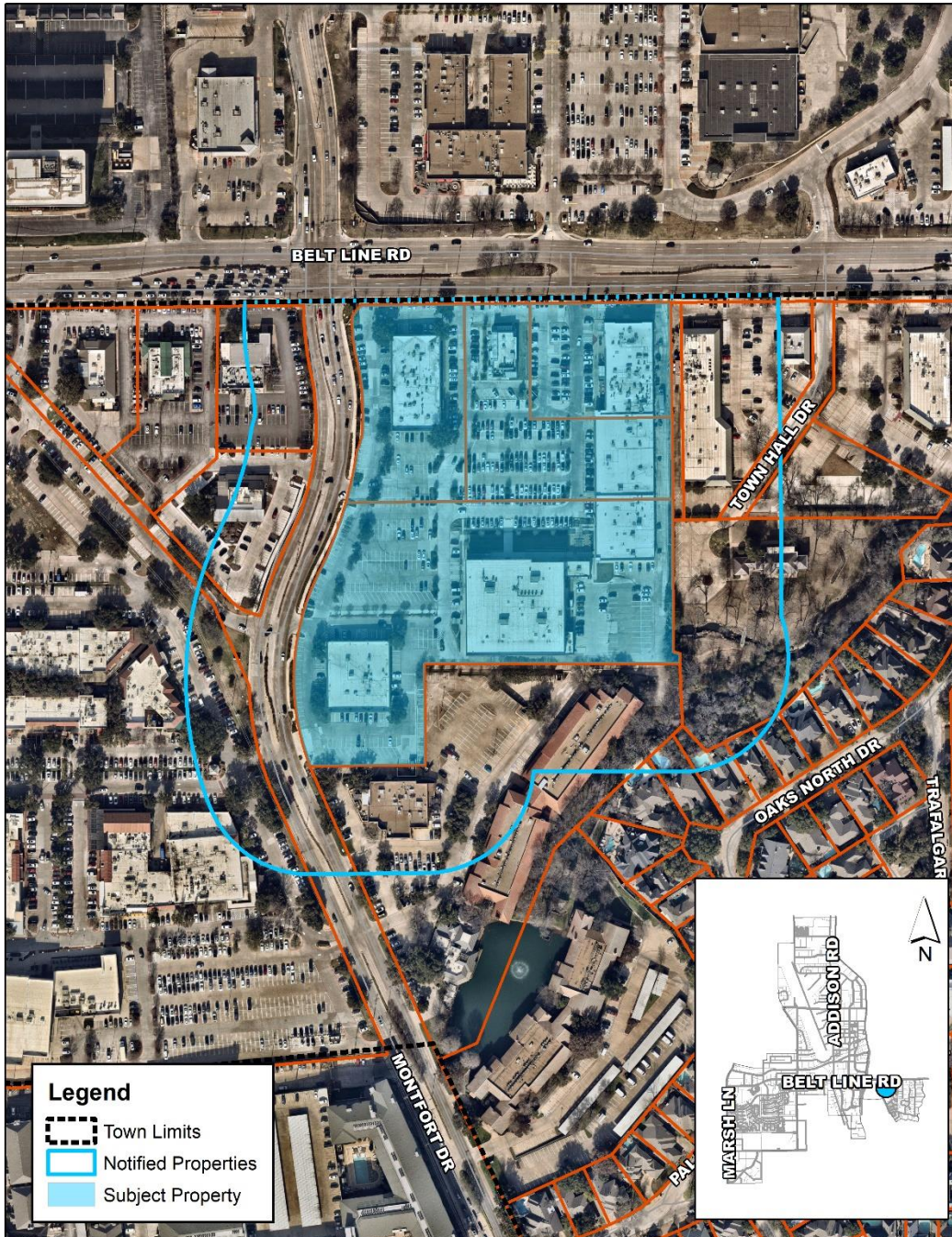
- PLEASE NOTE**
- THIS FACADE PLANTS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL BY THE TOWN OF ADDISON.
 - ALL MECHANICAL UNITS SHALL BE SCREENED FROM ADJACENT PROPERTIES AS REQUIRED BY THE ZONING ORDINANCE.
 - WHEN HERRITTED, EXPOSED UTILITY BOXES AND EQUIPMENT SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
 - ALL SQUARE AREAS AND LOCATIONS ARE SUBJECT TO FIELD VERIFICATION.
 - ROOF ACCESS SHALL BE PROVIDED INTERNALLY.
 - BUILDING OFFICIAL SHALL PERMITTED BY THE CIPER.

SHEET NUMBER EX-7	PD AMENDMENT: COVERED PARKING ELEVATION	PRESTONWOOD PLACE CASE NO. 1907-Z PREPARED FOR KITE REALTY GROUP TOWN OF ADDISON, TEXAS		Kimley»Horn 13605 HORN RD. TWO GALLERIA OFFICE TOWER SUITE 700 DALLAS, TX 75245 PHONE: 972-701-1000 FAX: 972-281-3000 WWW.KIMLEY-HORN.COM TX P-528 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.	NO.	REVISIONS	DATE	BY

1907-Z

PUBLIC HEARING Case 1907-Z/Prestonwood Place Amendment. Hold a public hearing, present, discuss, and consider action on a request to amend Planned Development (PD) District, Ordinance O22-3, for a 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road, in order to modify the development plans to allow for the construction of a covered parking structure and dumpster enclosure.

Location Map





May 21, 2024

STAFF REPORT

RE: 1907-Z/Prestonwood Place Amendment

LOCATION: Southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road

REQUEST: To amend Planned Development (PD) District, Ordinance No. O22-3. (Application Date: 02/16/2024)

APPLICANT: Mike Feather, Kimley-Horn and Associates, on behalf of Kite Realty Group

DISCUSSION:

Background: This request is specific to the 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road. On January 11, 2022, the City Council approved the rezoning of the property to Planned Development (PD) District, through Ordinance O22-3.

This PD amendment request is to modify the site and landscape plan to add a dumpster enclosure and a covered parking structure for existing surface parking.

Proposed Plan: With this request, the property owner will construct a new dumpster enclosure. The new enclosure will be located immediately adjacent to an existing dumpster enclosure near the center of the site. This will occupy a portion of the site that is currently used as surface parking and landscaped area. The enclosure will be 7 feet tall.

The proposed covered parking structure will be 3,564 square feet and provide covered, surface parking for 22 vehicles. This structure will be located in the southeast corner of the site and is intended to be primarily used by the office tenants. The overall height of the parking structure is 9.5 feet at the center and will have a 7-foot vehicle clearance.

Parking: The total number of parking spaces on site is proposed to decrease by four (4) spaces to accommodate the new dumpster enclosure, resulting in 764 spaces. With this decrease, the site will still exceed the minimum parking requirement by 89 spaces. Ordinance No. O22-3 allows a mixed-use parking ratio of 1 space for each 200 square feet of gross floor area.

Exterior Facades: No modifications are proposed to the exterior facades of the existing buildings approved by Ordinance No. O22-3.

The dumpster enclosure will be constructed of masonry with a stucco veneer to match the existing enclosure. The covered parking structure will be primarily constructed of steel and will be open on all sides.

Landscaping and Open Space: With this request, the total open space provided on site will increase by 165 square feet, which was previously used as surface parking. This new open space will accommodate two transplanted trees and turf.

Two existing cedar elm trees are proposed to be transplanted to accommodate the new dumpster enclosure. The transplanted trees will be located within the same continuous landscape island that currently exists. There are no trees proposed to be removed with this request.

RECOMMENDATION: **APPROVAL**

This request will allow the property owner to provide an additional amenity to their tenants that will have minimal visual or operational impacts to the site. Additionally, the new dumpster enclosure will allow the site to have appropriate solid waste capacity to avoid possible code violations in the future.

Staff recommends approval of the request.



Case 1907-Z/Prestonwood Place Amendment

May 21, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on May 21, 2024, voted to recommend approval of a request to amend the development plans established by Planned Development (PD) Ordinance No. O22-3 for a 10.88± acre property generally located at the southeast corner of Belt Line Road and Montfort Drive, addressed as 5290 and 5294 Belt Line Road, to allow for the construction of a new dumpster enclosure and a covered parking structure for existing surface parking.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none

On: none

Against: none



MEMORANDUM

To: Town of Addison Staff

From: Kite Realty Group
Kimley-Horn and Associates, Inc.

Date: 5/8/2024

Subject: Prestonwood Place – PD Amendment Case No. 1907-Z

Kite Realty Group is requesting an amendment to the existing Planned Development District O22-3 for the 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive in Addison, Texas, also called 'Prestonwood Place'.

The attached documents outline the request for the addition of one dumpster enclosure for the Subject Site and twenty-two covered-parking spaces. The additional dumpster enclosure will result in a net-increase in landscaped area and a reduction in parking by four spaces. The twenty-two covered parking spaces will replace twenty-two uncovered parking spaces for the adjacent retail/office users. The site will remain significantly over-parked after the improvements, with a net reduction of four spaces.

Attachments:

- EX-1: Overall Improvement Exhibit
- EX-2: Dumpster Enclosure Exhibit
- EX-3: Covered Parking Addition Exhibit
- EX-4: Dumpster Enclosure Landscape Exhibit
- EX-5: Dumpster Enclosure Landscape Details
- EX-6: Dumpster Enclosure Elevation
- EX-7: Covered Parking Elevation

LEGAL DESCRIPTION

TRACT 5

BEING a 1.6877 acre (73,516 square foot) tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas; said tract being a portion of Lot A, Block 2, Oak North - East No. 1, an addition to the Town of Addison according to the plat recorded in Volume 79121, Page 603, Deed Records, Dallas County, Texas (D.R.D.C.T.); said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the south right-of-way line of Belt Line Road (a 130' right-of-way), said iron rod being the east end of a right-of-way corner clip;

THENCE North 89°27'01" East, along the said south right-of-way line of Belt Line Road, a distance of 194.80 feet to a PK nail set with washer stamped "KHA", said point being the northeast corner of said Lot A;

THENCE South 00°32'59" East, along the east line of said Lot A, a distance of 366.58 feet to a 5/8" iron rod set with a cap stamped "KHA" in the north line of Lot D, Block 2, Oaks North - East No. 4, an addition to the Town of Addison Volume 79121, Page 555, D.R.D.C.T., said point being the southeast corner of said Lot A;

THENCE South 89°27'01" West, along the south line of said Lot A and the said north line of Lot D, a distance of 216.08 feet to a PK nail set with washer stamped "KHA" in the east right-of-way line of Montfort Drive (a variable width right-of-way), said point being the southwest corner of said Lot A and the northwest corner of said Lot D and being the beginning of a non-tangent curve to the left with a radius of 540.00 feet, a central angle of 10°02'25", and a chord bearing and distance of North 10°00'17" East, 94.51 feet;

THENCE along the said east right-of-way line of Montfort Drive the following six (6) calls:

- 1) In a northerly direction, with said non-tangent curve to the left, an arc distance of 94.63 feet to a PK nail set with washer stamped "KHA" being the beginning of a reverse curve to the right with a radius of 392.39 feet, a central angle of 05°17'37", and a chord bearing and distance of North 06°29'38" East, 36.24 feet;
2) In a northerly direction, with said reverse curve to the right, an arc distance of 36.25 feet to a PK nail set with washer stamped "KHA" being the beginning of a reverse curve to the left with a radius of 258.00 feet, a central angle of 17°09'59", and a chord bearing and distance of North 01°39'47" East, 77.01 feet;
3) In a northerly direction, with said reverse curve to the left, an arc distance of 77.30 feet to a 5/8" iron rod set with a cap stamped "KHA" being the beginning of a compound curve to the left with a radius of 549.00 feet, a central angle of 06°25'56", and a chord bearing and distance of North 10°08'08" West, 61.60 feet;
4) In a northerly direction, with said compound curve to the left, an arc distance of 61.63 feet to a 5/8" iron rod set with a cap stamped "KHA" being the beginning of a reverse curve to the right with a radius of 451.00 feet, a central angle of 10°24'14", and a chord bearing and distance of North 07°38'46" West, 81.78 feet;
5) In a northerly direction, with said reverse curve to the right, an arc distance of 81.89 feet to a 5/8" iron rod set with a cap stamped "KHA", from which a 5/8" iron rod found bears North 09°05'11" West, a distance of 0.67 feet, said point being the west end of said corner clip;
6) North 41°20'34" East, along said corner clip, a distance of 25.34 feet to the POINT OF BEGINNING and containing 73,516 square feet or 1.6877 acres of land, more or less.

TRACT 6

BEING a 1.9389 acre (84,458 square foot) tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas; said tract being all of Lot B, Block 2, Oaks North - East No. 2, an addition to the Town of Addison according to the plat recorded in Volume 79121, Page 595, Deed Records, Dallas County, Texas.

TRACT 7

BEING a 1.3263 acre (57,775 square foot) tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas; said tract being all of Lot C, Block 2, Oaks North - East No. 2, an addition to the Town of Addison according to the plat recorded in Volume 79121, Page 587, Deed Records, Dallas County, Texas.

TRACT 8

BEING a 5.8999 acre (256,999 square foot) tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas; said tract being a portion of Lot D, Block 2, Oaks North - East No. 4, an addition to the Town of Addison according to the plat recorded in Volume 79121, Page 555, Deed Records, Dallas County, Texas (D.R.D.C.T.); said tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the east right-of-way line of Montfort Drive (a variable width right-of-way), said iron rod being the most westerly northwest corner of Prestonwood Pond II Addition, an addition to the Town of Addison according to the plat recorded in Volume 86088, Page 444, D.R.D.C.T.;

THENCE along the said east right-of-way line of Montfort Drive the following three (3) calls:

- 1) North 23°46'49" West, a distance of 1.68 feet to a 5/8" iron rod set with a cap stamped "KHA" being the beginning of a tangent curve to the right with a radius of 460.00 feet, a central angle of 51°50'50", and a chord bearing and distance of North 02°08'36" East, 402.20 feet;
2) In a northerly direction, with said tangent curve to the right, an arc distance of 416.26 feet to a PK nail set with washer stamped "KHA" being the beginning of a reverse curve to the left with a radius of 540.00 feet, a central angle of 13°02'29", and a chord bearing and distance of North 21°32'44" East, 122.65 feet;
3) In a northeasterly direction, with said reverse curve to the left, an arc distance of 122.91 feet to a PK nail set with washer stamped "KHA", said point being the northwest corner of said Lot D and the southwest corner of Lot A, Block 2, Oak North - East No. 1, an addition to the Town of Addison according to the plat recorded in Volume 79121, Page 603, D.R.D.C.T.;

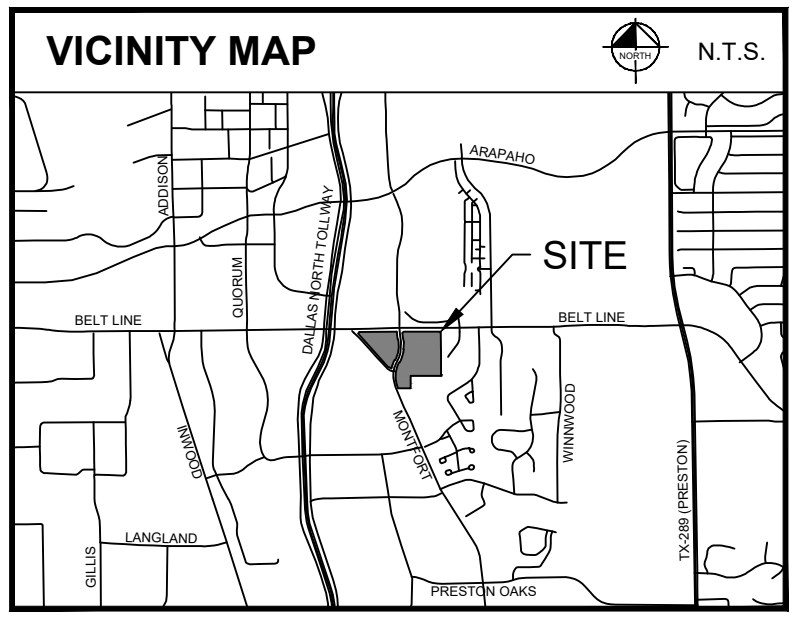
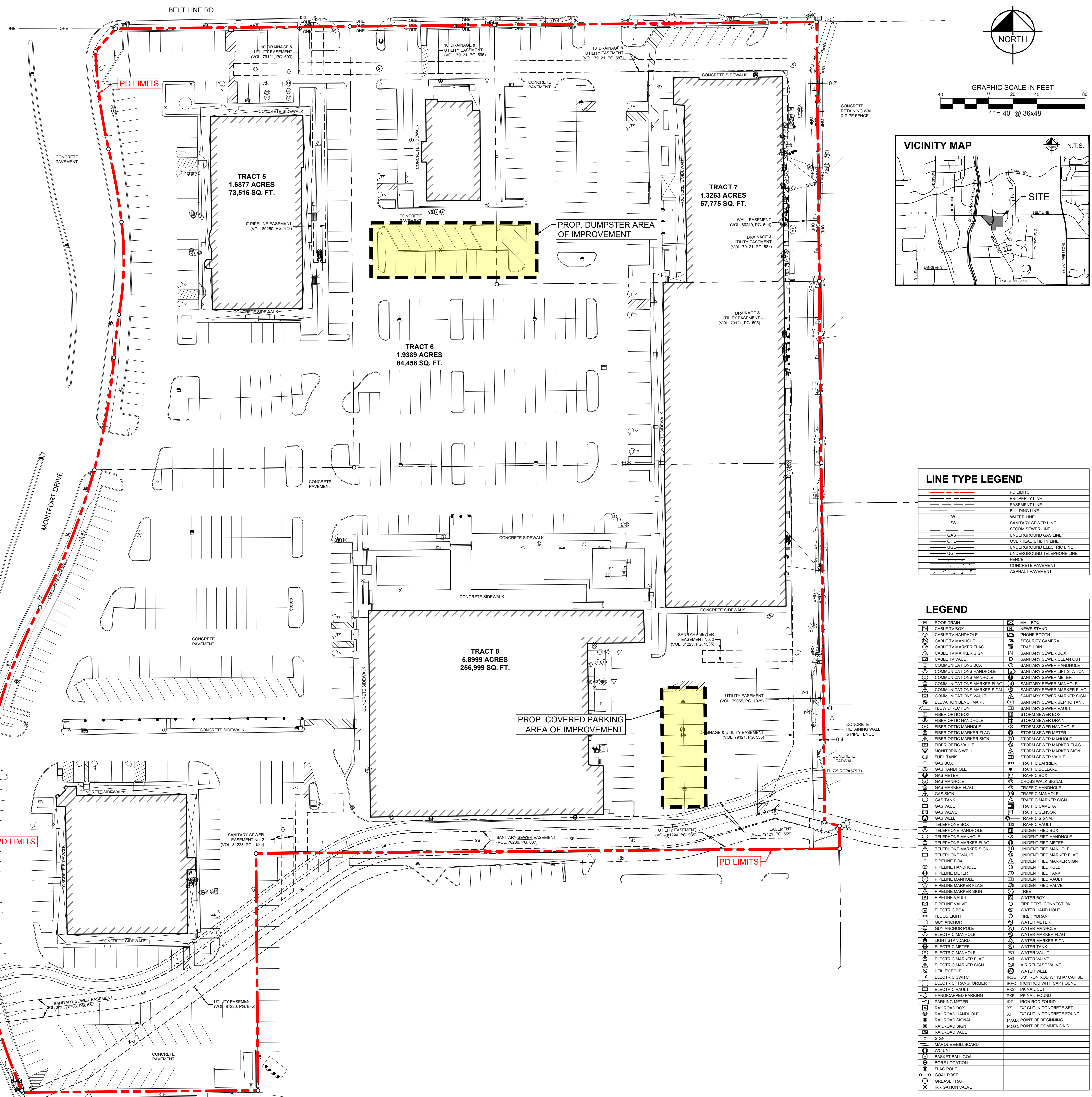
THENCE North 89°27'01" East, along the north line of said Lot D, a distance of 604.08 feet to a PK nail found in the west line of Lake Forest Addition, an addition to the Town of Addison according to the plat recorded in Volume 79168, Page 2399, D.R.D.C.T., said PK nail being the northeast corner of said Lot D;

THENCE along the east line of said Lot D the following three (3) calls:

- 1) South 00°32'59" East, a distance of 298.55 feet to a 1/2" iron rod found with a cap stamped "SJ&F";
2) South 75°36'14" East, a distance of 12.84 feet to a 1/2" iron rod found with a cap stamped "SJ&F";
3) South 00°32'59" East, a distance of 18.95 feet to a PK nail found with a washer stamped "RPLS 4625", said PK nail being the northeast corner of said Prestonwood Pond II Addition;

THENCE along the north line of said Prestonwood Pond II Addition the following three (3) calls:

- 1) South 89°31'26" West, a distance of 484.98 feet to a PK nail found with a washer stamped "RPLS 4625", said PK nail being an exterior ell corner of said Prestonwood Pond II Addition;
2) South 00°28'34" East, a distance of 197.00 feet to a 1/2" iron rod found with a cap stamped "GEONAV", said iron rod being an interior ell corner of said Prestonwood Pond II Addition;
3) South 89°31'26" West, a distance of 195.62 feet to the POINT OF BEGINNING and containing 256,999 square feet or 5.8999 acres of land, more or less.



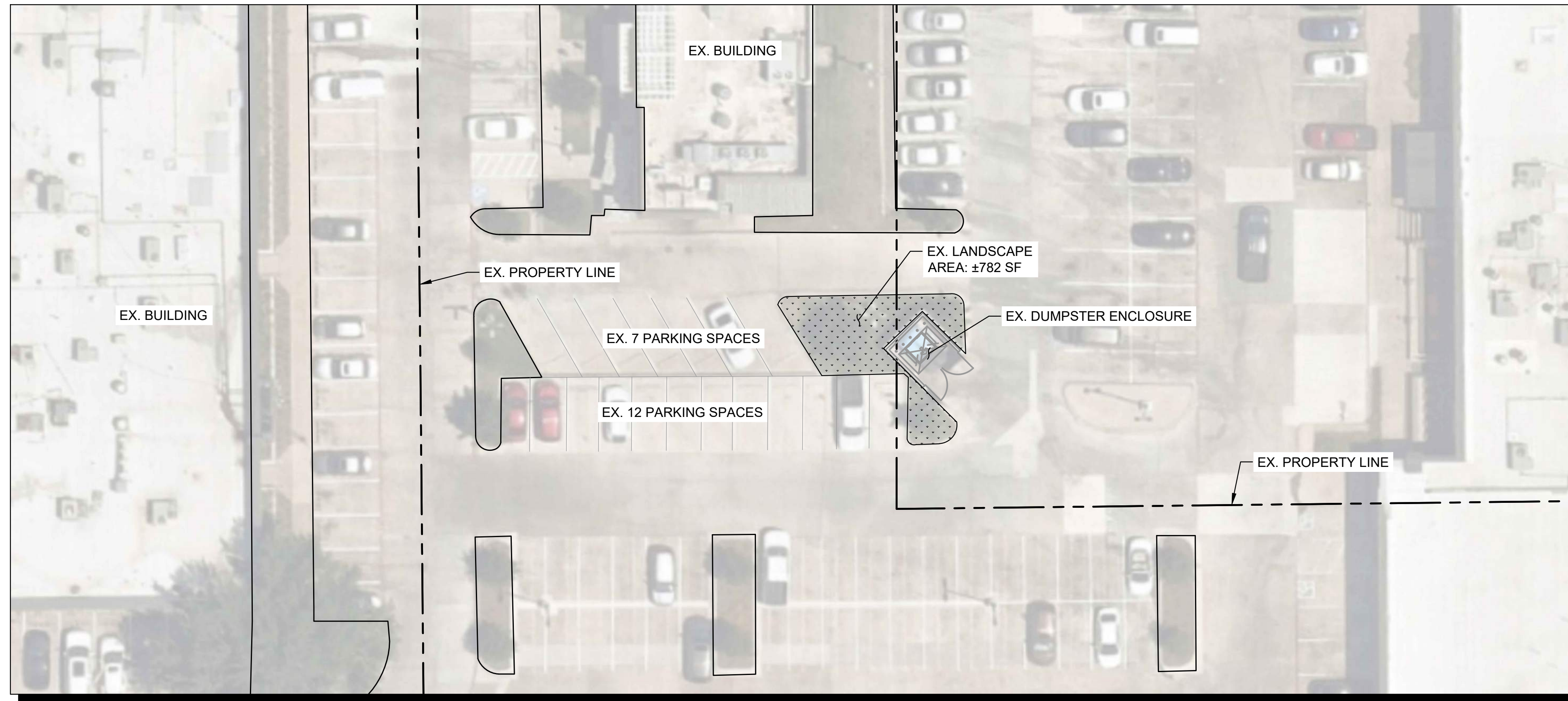
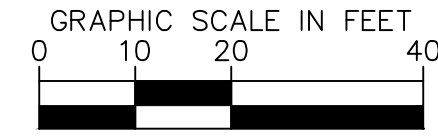
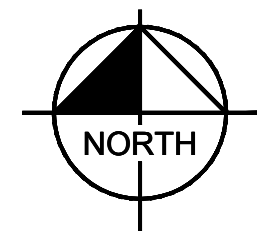
LINE TYPE LEGEND table with symbols for PD LIMITS, EASEMENT LINE, BUILDING LINE, WATER LINE, SANITARY SEWER LINE, STORM SEWER LINE, UNDERGROUND GAS LINE, OVERHEAD UTILITY LINE, UNDERGROUND ELECTRIC LINE, UNDERGROUND TELEPHONE LINE, FENCE, CONCRETE PAVEMENT, ASPHALT PAVEMENT.

LEGEND table with symbols for ROOF DRAIN, CABLE TV BOX, CABLE TV HANDHOLE, CABLE TV MANHOLE, CABLE TV MARKER FLAG, CABLE TV MARKER SIGN, COMMUNICATIONS HANDHOLE, COMMUNICATIONS MANHOLE, COMMUNICATIONS MARKER FLAG, COMMUNICATIONS MARKER SIGN, FIBER OPTIC BOX, FIBER OPTIC HANDHOLE, FIBER OPTIC MANHOLE, FIBER OPTIC MARKER FLAG, FIBER OPTIC MARKER SIGN, GAS METER, GAS MANHOLE, GAS MARKER FLAG, GAS SIGN, GAS TANK, GAS VALVE, GAS WELL, TELEPHONE BOX, TELEPHONE HANDHOLE, TELEPHONE MANHOLE, TELEPHONE MARKER FLAG, TELEPHONE MARKER SIGN, PIPELINE BOX, PIPELINE HANDHOLE, PIPELINE MANHOLE, PIPELINE MARKER FLAG, PIPELINE MARKER SIGN, PIPELINE VALVE, ELECTRIC BOX, FLOOD LIGHT, GUY ANCHOR, GUY ANCHOR POLE, ELECTRIC MANHOLE, ELECTRIC METER, ELECTRIC MANHOLE, ELECTRIC MARKER FLAG, ELECTRIC MARKER SIGN, UTILITY POLE, ELECTRIC SWITCH, ELECTRIC TRANSFORMER, RAILROAD BOX, RAILROAD HANDHOLE, RAILROAD SIGNAL, RAILROAD SIGN, SIGN, MARQUEE/BILLBOARD, A/C UNIT, BASKET BALL GOAL, BORE LOCATION, FLAG POLE, GOAL POST, GREASE TRAP, IRRIGATION VALVE.

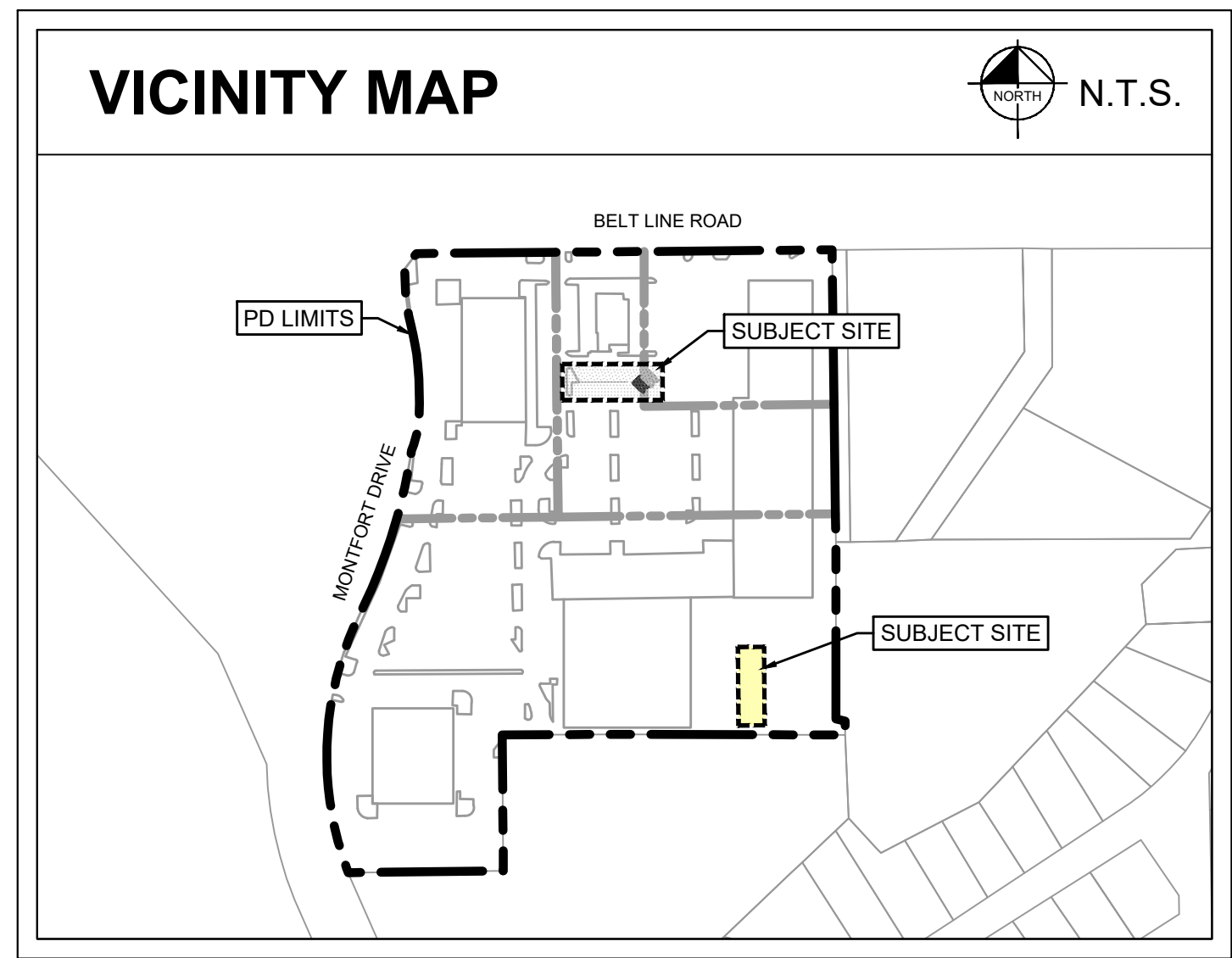
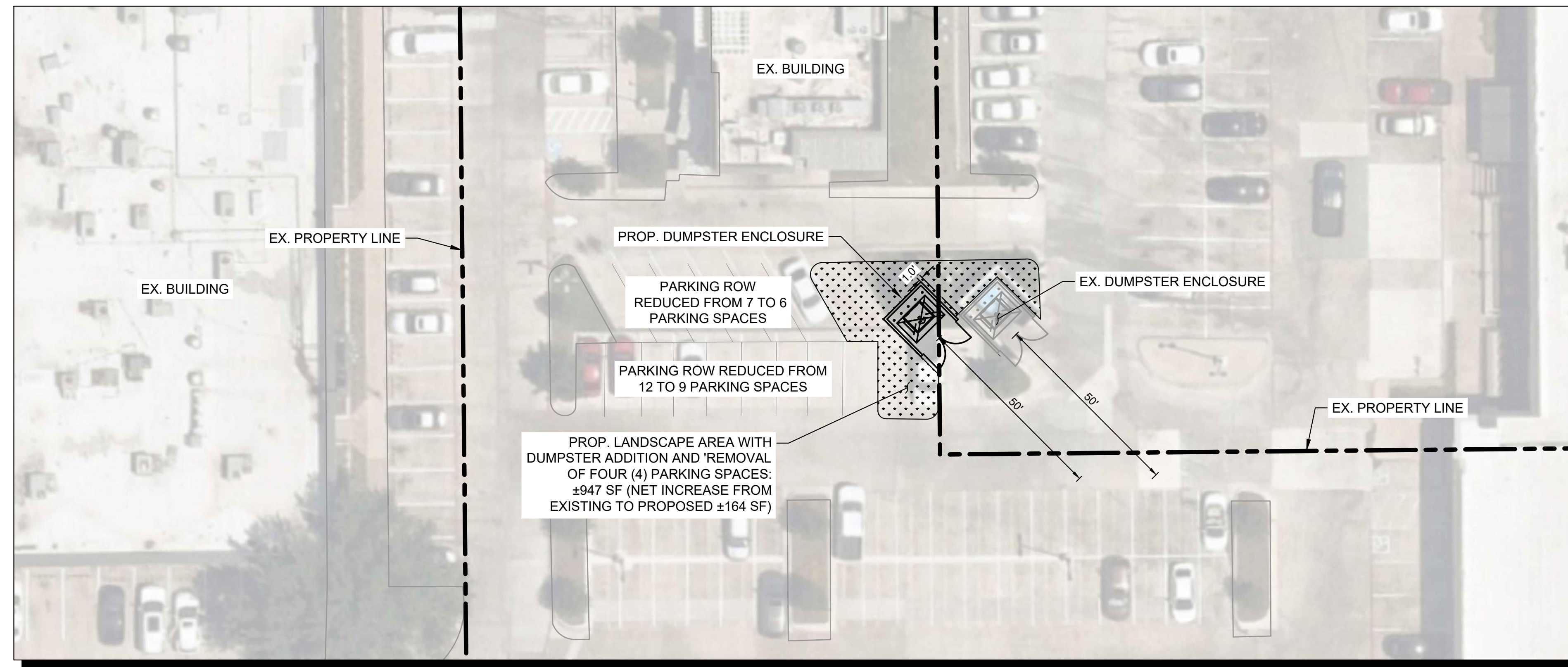
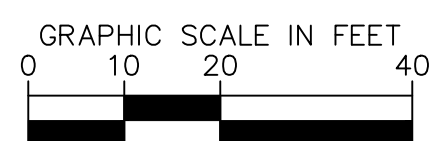
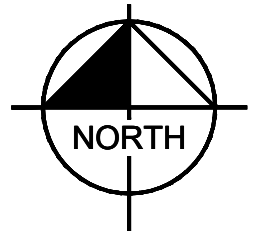
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EXISTING CONDITIONS



PROPOSED CONDITIONS

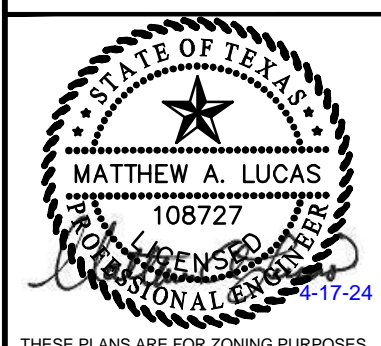


ZONING SUMMARY				
EXISTING PARKING COUNT (PER CONCEPT PLAN BY RLG CONSULTING ENGINEERS DATED 05/13/2019):	REQUIRED PARKING PER ZONING (1:200 SF)	PROPOSED PARKING WITH DUMPSTER AND COVERED PARKING ADDITION:	EXISTING LANDSCAPE AREA PROVIDED (PER LANDSCAPE PLANS BY TBG PARTNERS DATED 05/13/2019)	PROPOSED LANDSCAPE AREA WITH IMPROVEMENTS
768 SPACES	675 SPACES	764 SPACES	47,500 SF	47,665 SF

Kimley **Horn**

13455 NOEL RD. TWO GALLERIA OFFICE TOWER
SUITE 700 DALLAS, TX 75240
PHONE: 972-770-1300 FAX: 972-238-3820
WWW.KIMLEY-HORN.COM TX F-928

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THESE PLANS ARE FOR ZONING PURPOSES ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR PERMITTING.

KHA PROJECT	069302306
DATE	4/17/2024
SCALE	AS SHOWN
DESIGNED BY	WJF
DRAWN BY	WV
CHECKED BY	MAL

PRESTONWOOD PLACE
CASE NO. 1907-Z
PREPARED FOR
KITE REALTY GROUP
TOWN OF ADDISON, TEXAS

PD AMENDMENT:
DUMPSTER ENCLOSURE
EXHIBIT

SHEET NUMBER
EX-2

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PLOTTER: HP DesignJet T1100e
DRAWN BY: WJF
DATE: 4/17/2024

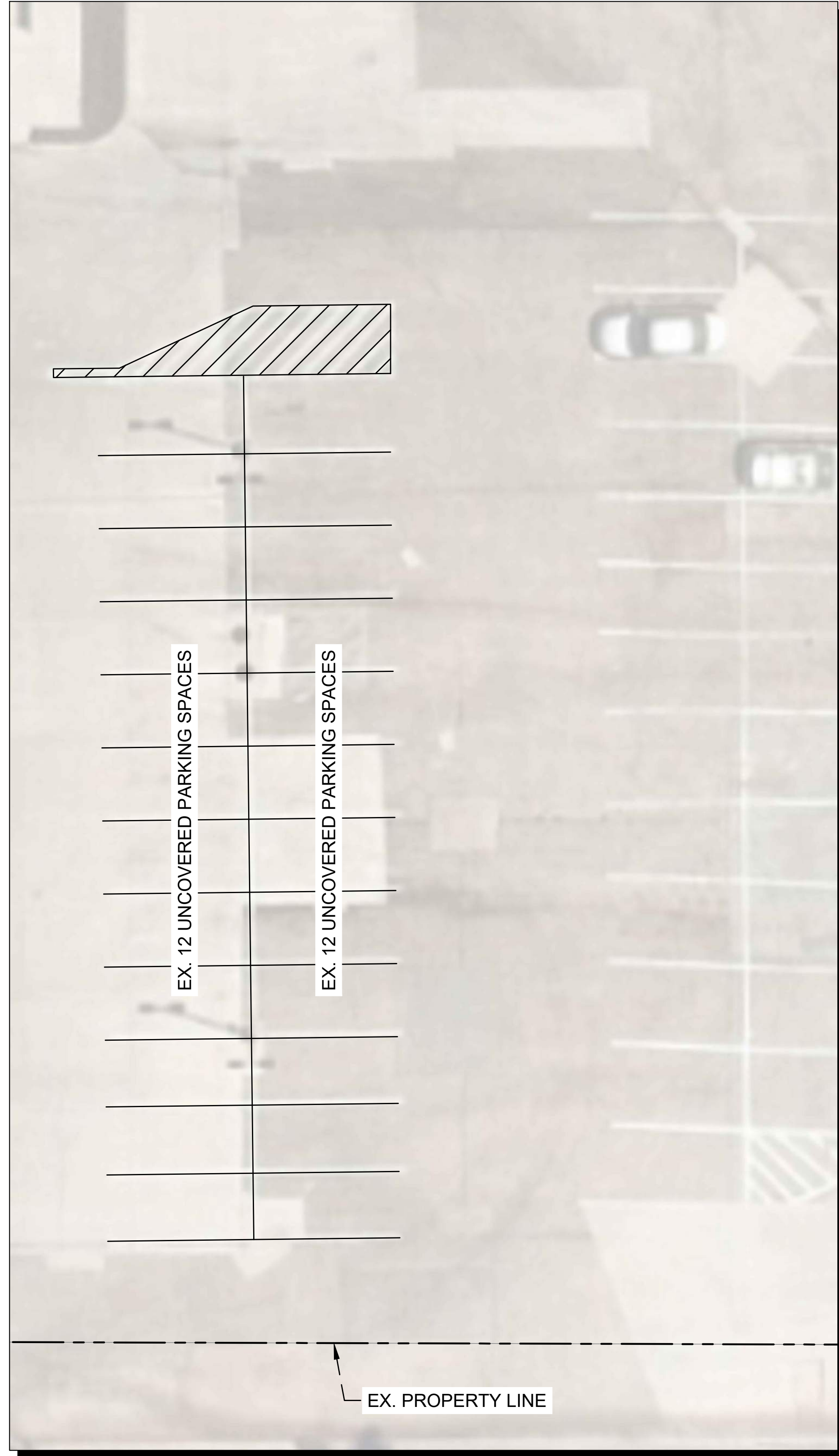
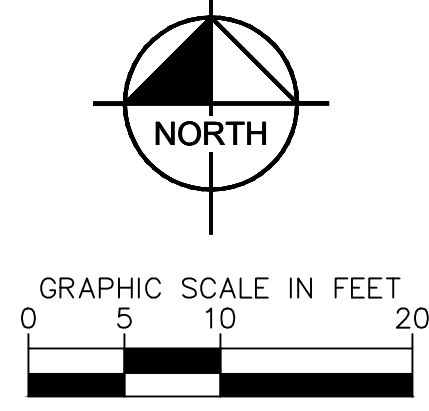
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NO.	REVISIONS	DATE	BY

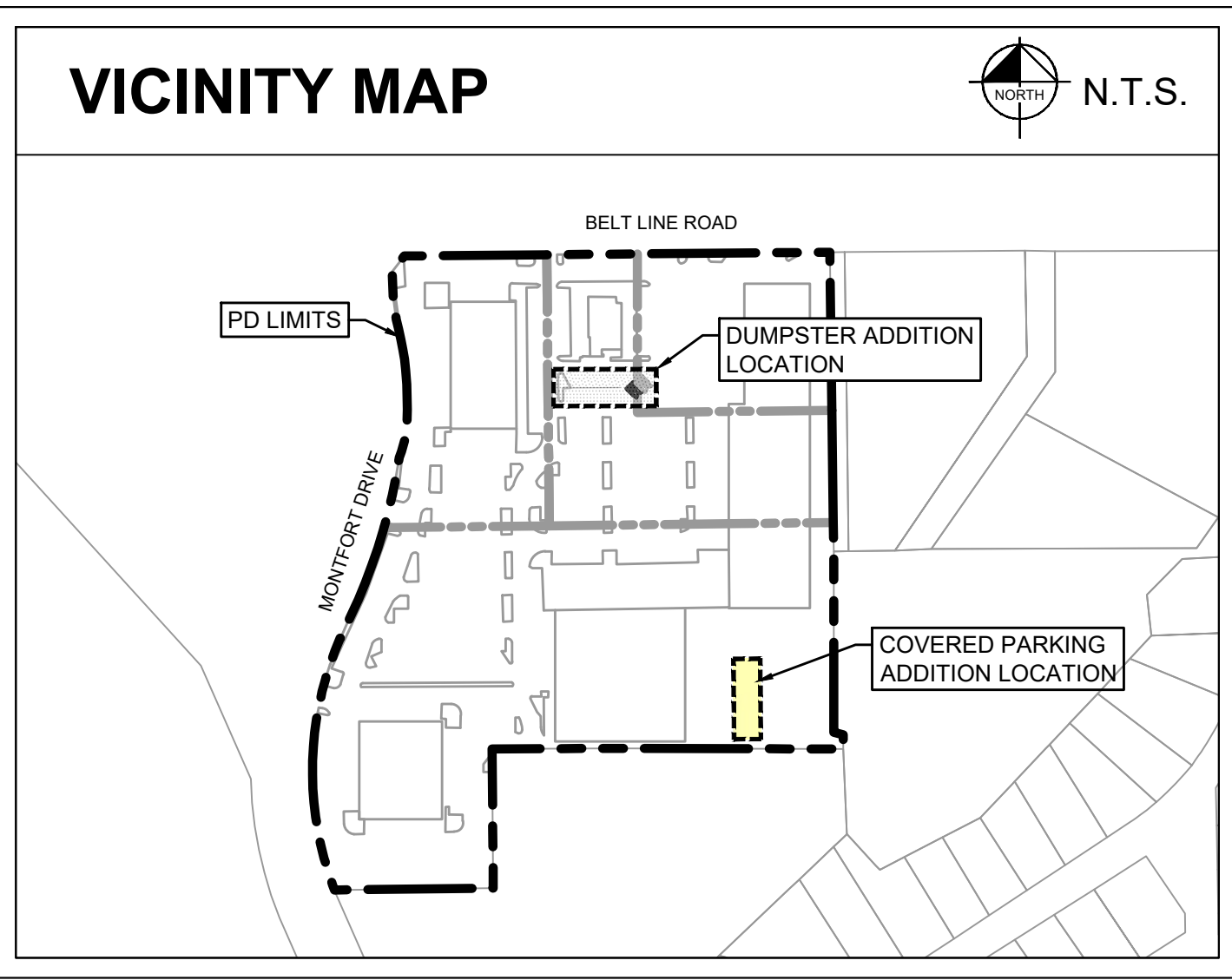
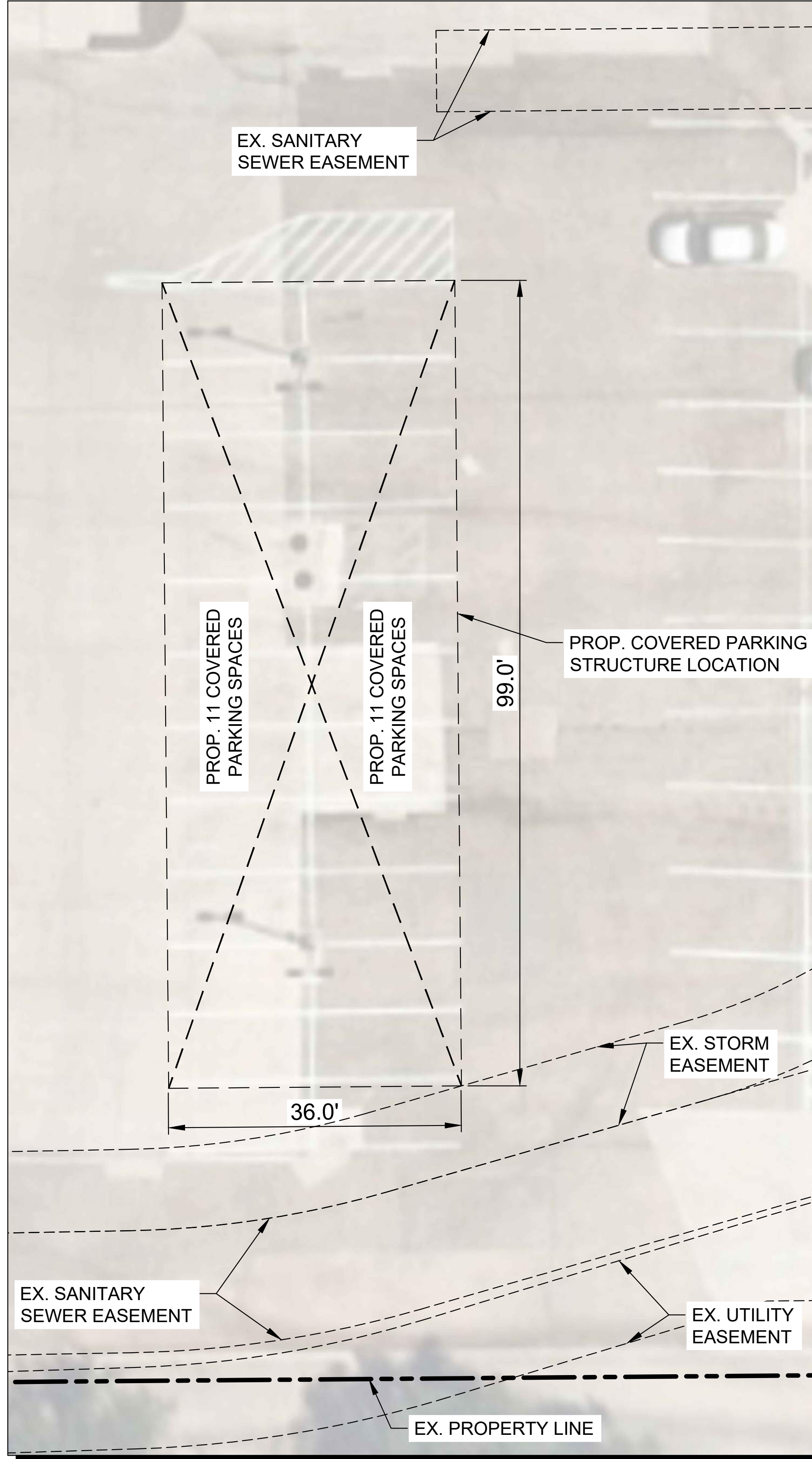
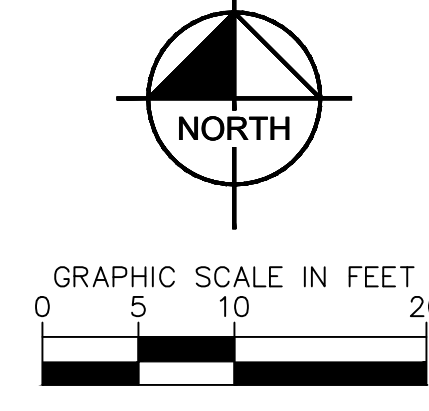
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 LAST PLOT: 2/20/2024 8:29 AM
 DWG NAME: 20240227_PD AMENDMENT COVERED PARKING ADDITION DWG - (DWTB)MAG

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EXISTING CONDITIONS



PROPOSED CONDITIONS



NOTE: REFER TO SHEET EX-1 DUMPSTER ENCLOSURE EXHIBIT FOR ZONING SUMMARY CHART

NOTE: THERE WILL BE NO MODIFICATION TO ANY EXISTING LANDSCAPING OR OPEN SPACE WITH THE PROPOSED COVERED PARKING.

No.	REVISIONS	DATE	BY

Kimley-Horn
 13455 NOEL RD. TWO GALLERIA OFFICE TOWER
 SUITE 700 DALLAS, TX 75240
 PHONE: 972-770-1300 FAX: 972-238-3820
 WWW.KIMLEY-HORN.COM TX F-928
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STATE OF TEXAS
 MATTHEW A. LUCAS
 108727
 PROFESSIONAL ENGINEER
 4-17-24

THESE PLANS ARE FOR ZONING PURPOSES ONLY AND SHALL NOT BE USED FOR CONSTRUCTION OR PERMITTING.

KHA PROJECT	069302306
DATE	4/17/2024
SCALE	AS SHOWN
DESIGNED BY	WJF
DRAWN BY	WV
CHECKED BY	MAL

PRESTONWOOD PLACE
 CASE NO. 1907-Z
 PREPARED FOR
 KITE REALTY GROUP
 TOWN OF ADDISON, TEXAS

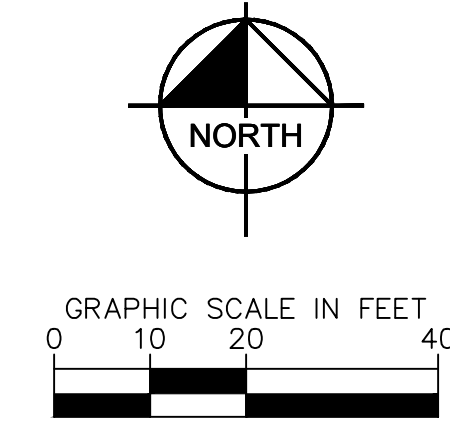
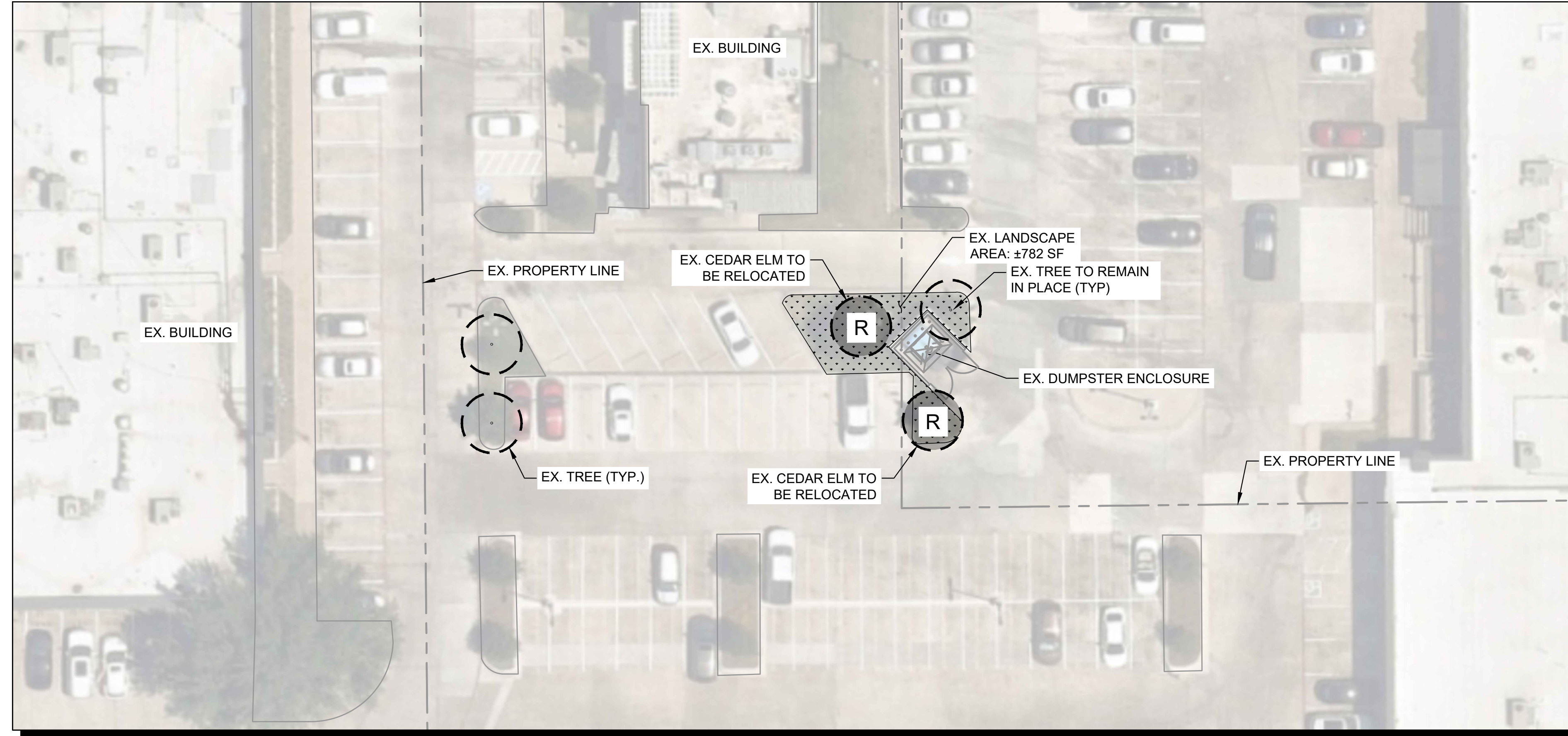
PD AMENDMENT:
 COVERED PARKING
 EXHIBIT

SHEET NUMBER
 EX-3

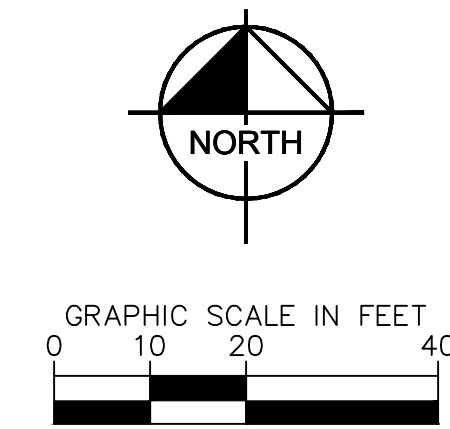
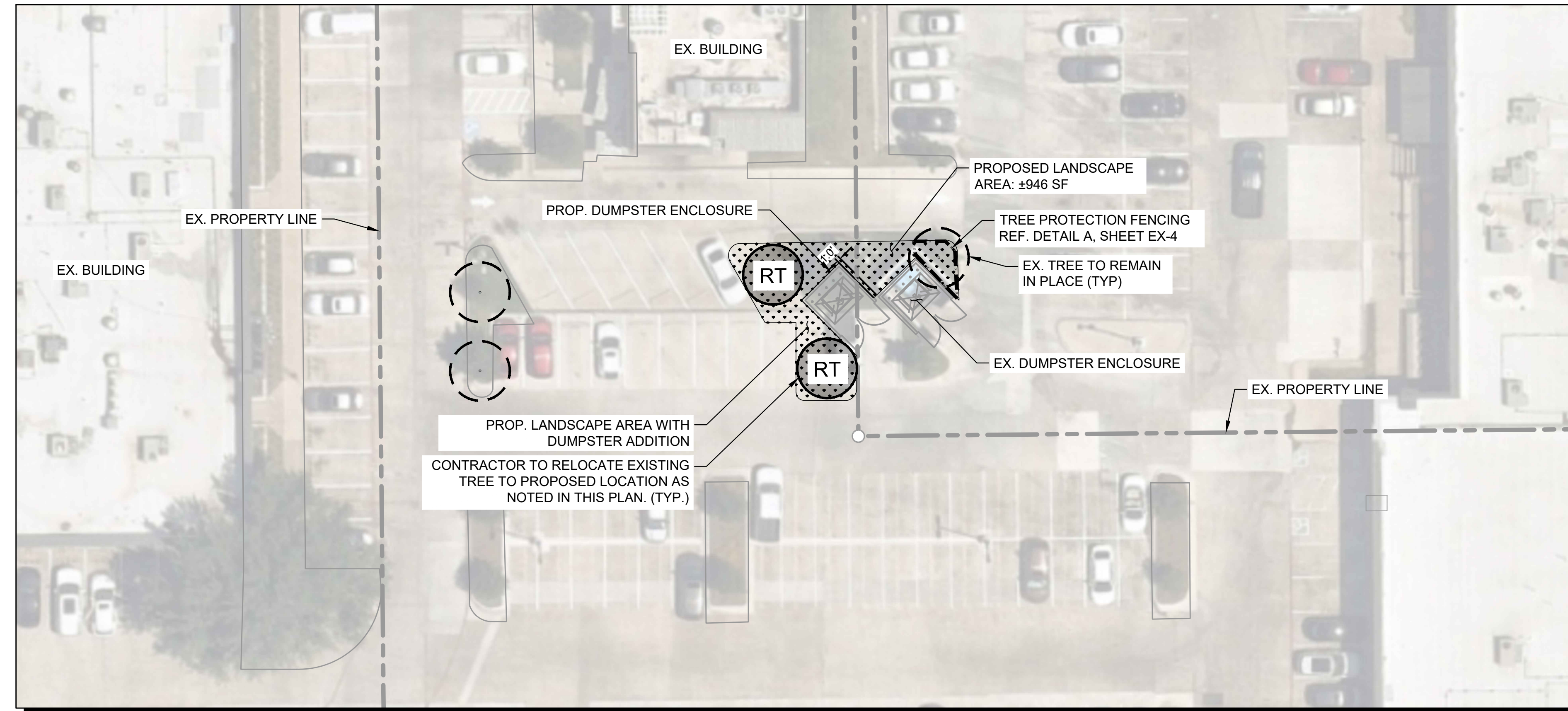
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 DATE: 05/08/2024
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EXISTING CONDITIONS



PROPOSED CONDITIONS



LEGEND	
	EXISTING TREE TO BE RELOCATED
	NEW LOCATION FOR RELOCATED TREE
	EXISTING TREE
	TREE PROTECTION FENCING REF. DETAIL A, SHEET EX-4

- NOTES:
- TREE RELOCATION, BOXING, STORAGE, MAINTENANCE, AND TREE PLANTING OF RELOCATED TREE TO BE SUPERVISED BY AN ISA CERTIFIED ARBORIST.
 - THE ARBORIST MUST EVALUATE THE TREE TO BE RELOCATED AND APPROVE ITS CONDITION AS APPROPRIATE TO MOVE.
 - RELOCATION PROCESS:
 - TREE TO BE DUG AND BOXED ON SITE.
 - TREE TO BE RELOCATED TO TEMPORARY STORAGE LOCATION DETERMINED BY CONTRACTOR UNTIL SITE IS READY FOR RELOCATION.
 - TREE TO BE STORED INSIDE FENCED/LOCKED AREA UNTIL TIME OF TRANSPLANTING.
 - TREE TO BE MAINTAINED (PRUNING, WATERING, GENERAL CARE, ROUTINE INSPECTIONS)
 - TREE TO BE RELOCATED TO FINAL LOCATION AS NOTED ON EXHIBIT ONCE SITE IS TO GRADE. PAVING HAS BEEN INSTALLED, AND IRRIGATION SYSTEM IS IN PLACE.
 - FINAL DETAILED TRANSPLANTING AND OPERATION & MAINTENANCE PROCESSES TO BE PROVIDED BY CONTRACTOR.
 - ALL TRANSPLANTING AND TREE CARE PROCESSES TO BE IN ACCORDANCE WITH ANSI A300 (ALL PARTS) AND ISA BEST MANAGEMENT PRACTICES FOR TRANSPLANTING AND MAINTENANCE TREES.
 - REFERENCE DUMPSTER ENCLOSURE EXHIBIT FOR LANDSCAPE AREA CALCULATIONS
 - CONTRACTOR TO PROVIDE A 1 YEAR WARRANTY ON TRANSPLANTED TREE. CONTRACTOR TO REVISE IRRIGATION SYSTEM AND ENSURE RELOCATED TREE RECEIVES PERMANENT IRRIGATION.

No.	REVISIONS	DATE	BY

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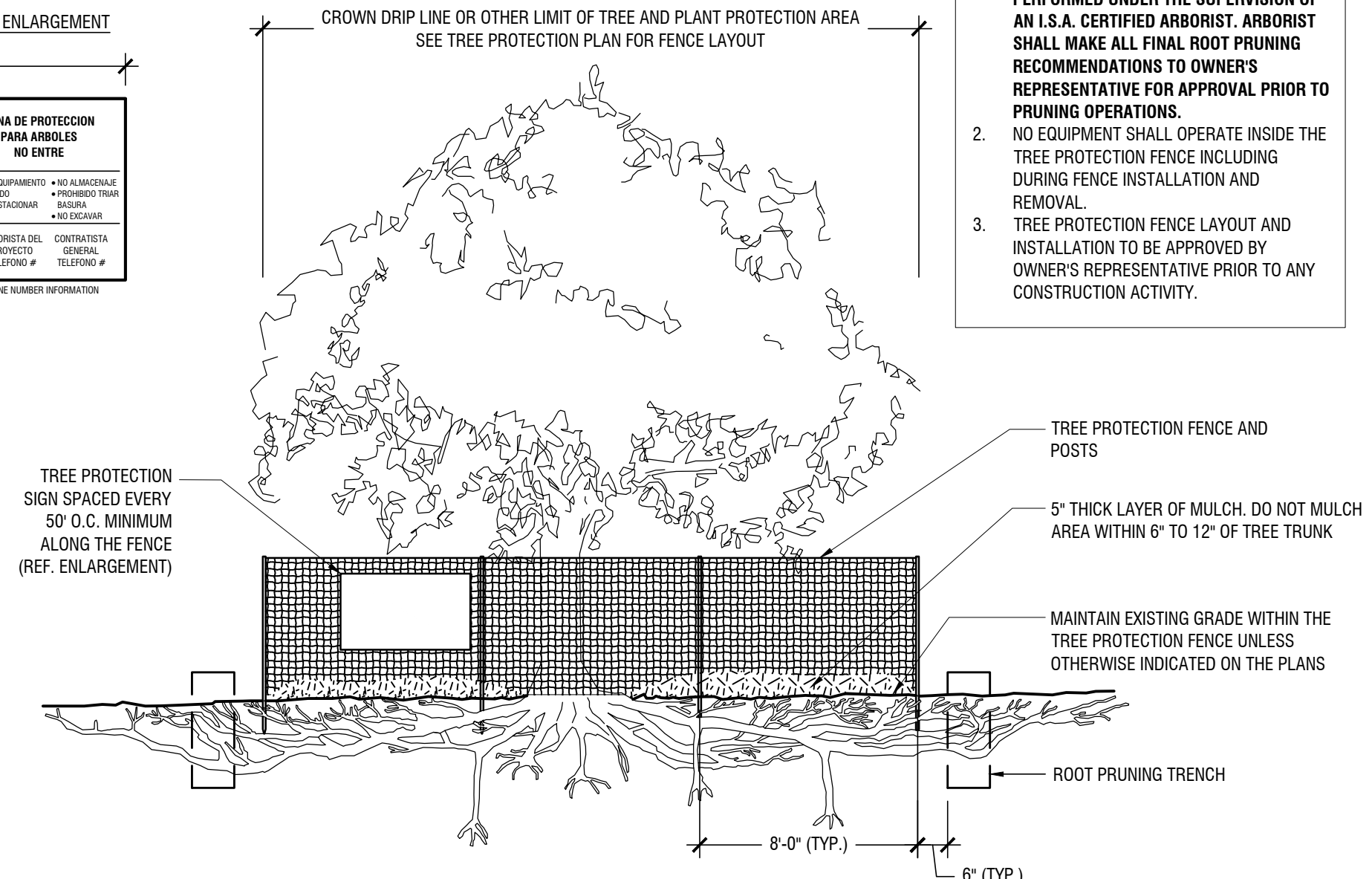
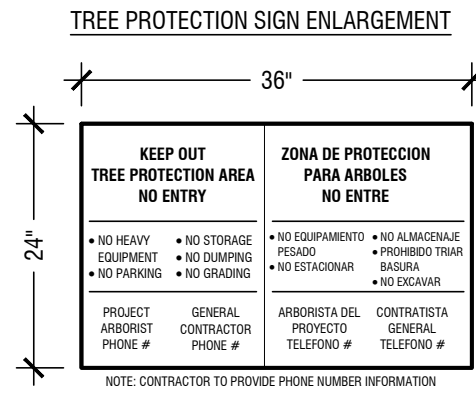
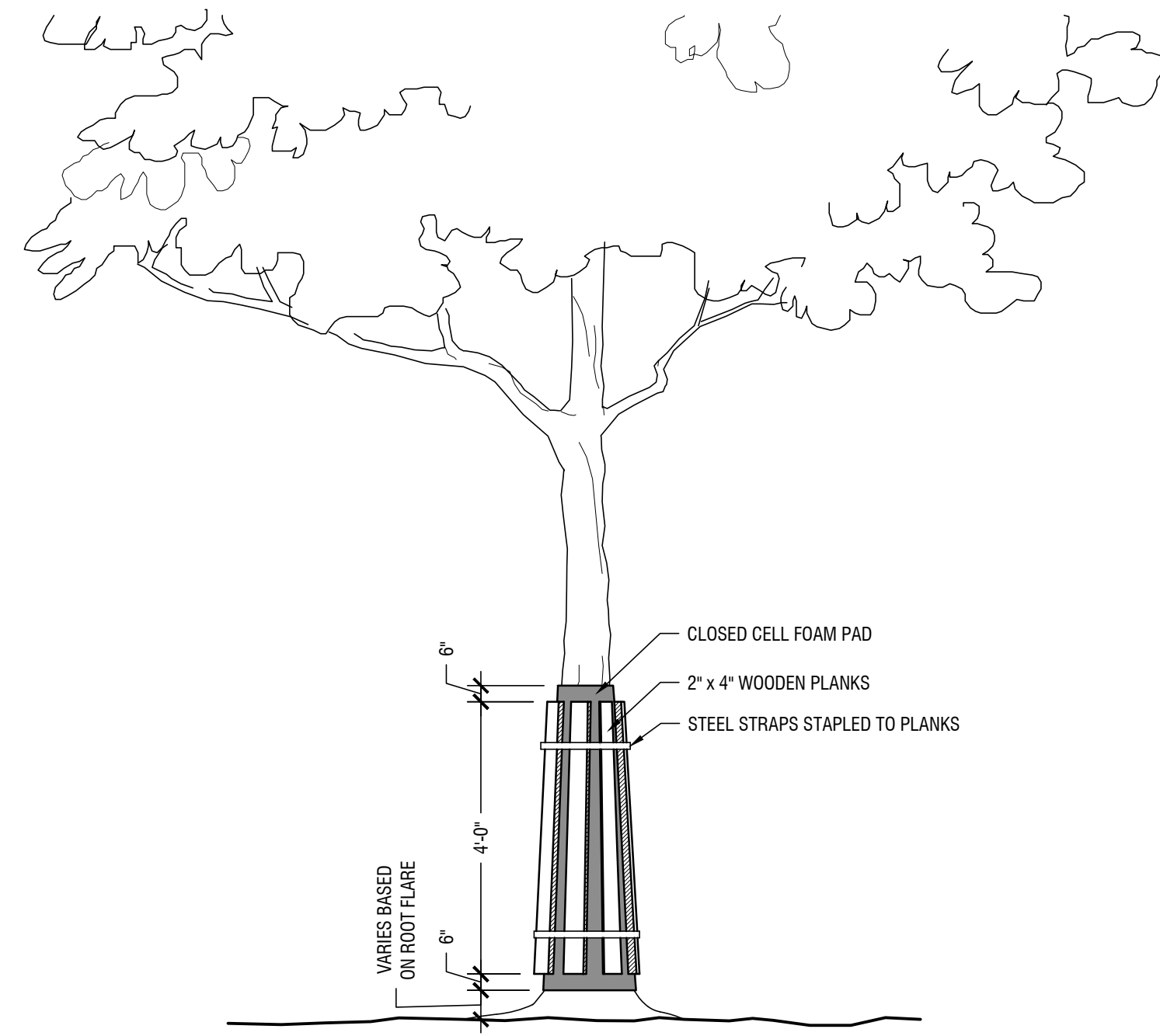


KHA PROJECT	069302306
DATE	05/08/2024
SCALE	AS SHOWN
DESIGNED BY	MMB
DRAWN BY	MMB
CHECKED BY	KVB

PRESTONWOOD PLACE
 CASE NO. 1907-Z
 PREPARED FOR
 KITE REALTY GROUP
 TOWN OF ADDISON, TEXAS

PD AMENDMENT:
 DUMPSTER ENCLOSURE
 LANDSCAPE
 EXHIBIT

SHEET NUMBER
EX-3



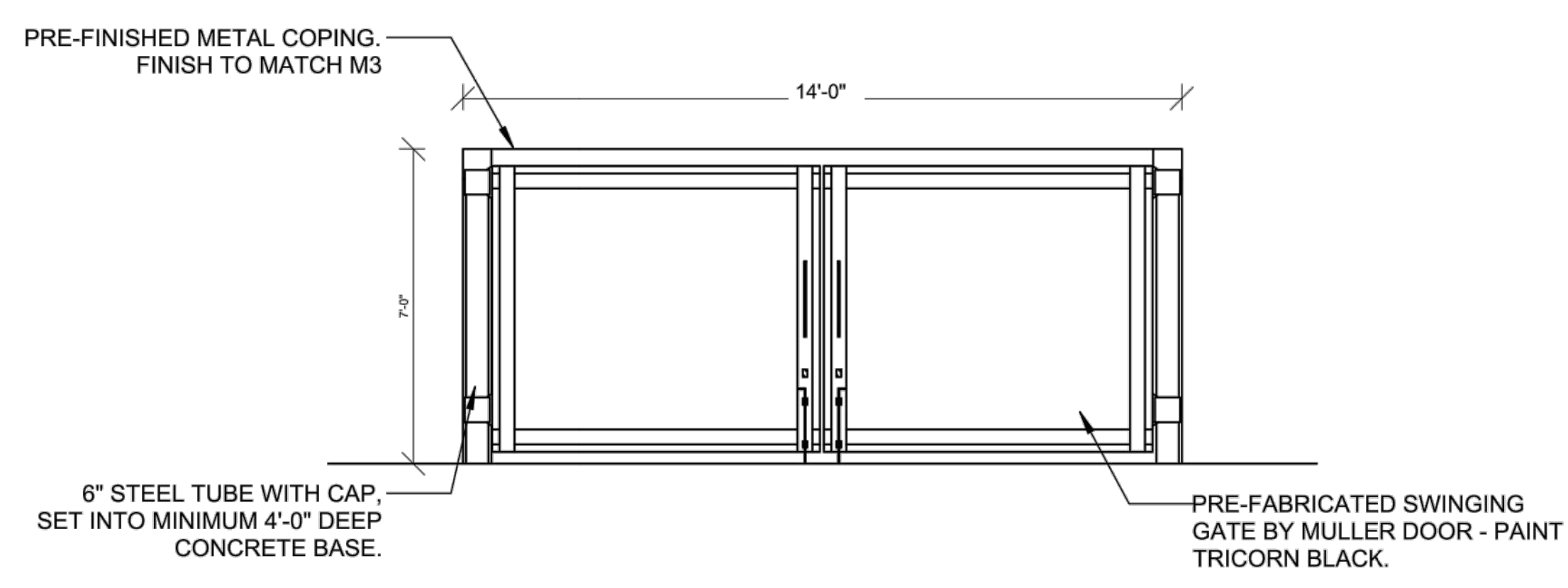
TREE REMOVAL NOTES:

- A. REMOVE ALL TREES INDICATED BY THE DRAWINGS AND SPECIFICATIONS, AS REQUIRING REMOVAL, IN A MANNER THAT WILL NOT DAMAGE ADJACENT TREES OR STRUCTURES OR COMPACTS THE SOIL.
- B. REMOVE TREES THAT ARE ADJACENT TO TREES OR STRUCTURES TO REMAIN, IN SECTIONS, TO LIMIT THE OPPORTUNITY OF DAMAGE TO ADJACENT CROWNS, TRUNKS, GROUND PLANE ELEMENTS AND STRUCTURES.
- C. DO NOT DROP TREES WITH A SINGLE CUT UNLESS THE TREE WILL FALL IN AN AREA NOT INCLUDED IN THE TREE PROTECTION AREA.
- D. NO TREE TO BE REMOVED WITHIN 50 FEET OF OR INSIDE THE TREE PROTECTION AREA SHALL BE PUSHED OVER OR UP-ROOTED USING A PIECE OF GRADING EQUIPMENT. NO HEAVY EQUIPMENT IS ALLOWED INSIDE THE TREE PROTECTION AREA.
- E. PROTECT ADJACENT PAVING, SOIL, TREES, SHRUBS, GROUND COVER PLANTINGS AND UNDERSTORY PLANTS TO REMAIN FROM DAMAGE DURING ALL TREE REMOVAL OPERATIONS, AND FROM CONSTRUCTION OPERATIONS. PROTECTION SHALL INCLUDE THE ROOT SYSTEM, TRUNK, LIMBS, AND CROWN FROM BREAKAGE OR SCARRING, AND THE SOIL FROM COMPACTION.
- F. REMOVE STUMPS AND IMMEDIATE ROOT PLATE FROM EXISTING TREES TO BE REMOVED. GRIND TRUNK BASES AND LARGE BUTTRESS ROOTS TO A DEPTH OF THE LARGEST BUTTRESS ROOT OR AT LEAST 18 INCHES BELOW THE TOP MOST ROOTS WHICHEVER IS LESS AND OVER THE AREA OF THREE TIMES THE DIAMETER OF THE TRUNK (3RH).
- F.A. FOR TREES WHERE THE STUMP WILL FALL UNDER NEW PAVED AREAS, GRIND ROOTS TO A TOTAL DEPTH OF 18 INCHES BELOW THE EXISTING GRADE. IF THE SIDES OF THE STUMP HOLE STILL HAVE GREATER THAN APPROXIMATELY 20% WOOD VISIBLE, CONTINUE GRINDING OPERATION DEEPER AND OR WIDER UNTIL THE RESULTING HOLE HAS LESS THAN 20% WOOD. REMOVE ALL WOOD CHIPS PRODUCED BY THE GRINDING OPERATION AND BACK FILL IN 8 INCH LAYERS WITH CONTROLLED FILL OF A QUALITY ACCEPTABLE TO THE SITE ENGINEER FOR FILL MATERIAL UNDER STRUCTURES. COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY STANDARD PROCTOR. THE OWNER'S REPRESENTATIVE SHALL APPROVE EACH HOLE AT THE END OF THE GRINDING OPERATION.
- F.B. IN AREAS WHERE THE TREE LOCATION IS TO BE A PLANTING BED OR LAWN, REMOVE ALL WOODCHIPS AND BACKFILL STUMP HOLES WITH PLANTING SOIL AS DEFINED IN SPECIFICATION SECTION PLANTING SOIL, IN MAXIMUM OF 12 INCH LAYERS AND COMPACT TO 80 - 85% OF THE MAXIMUM DRY DENSITY STANDARD PROCTOR.

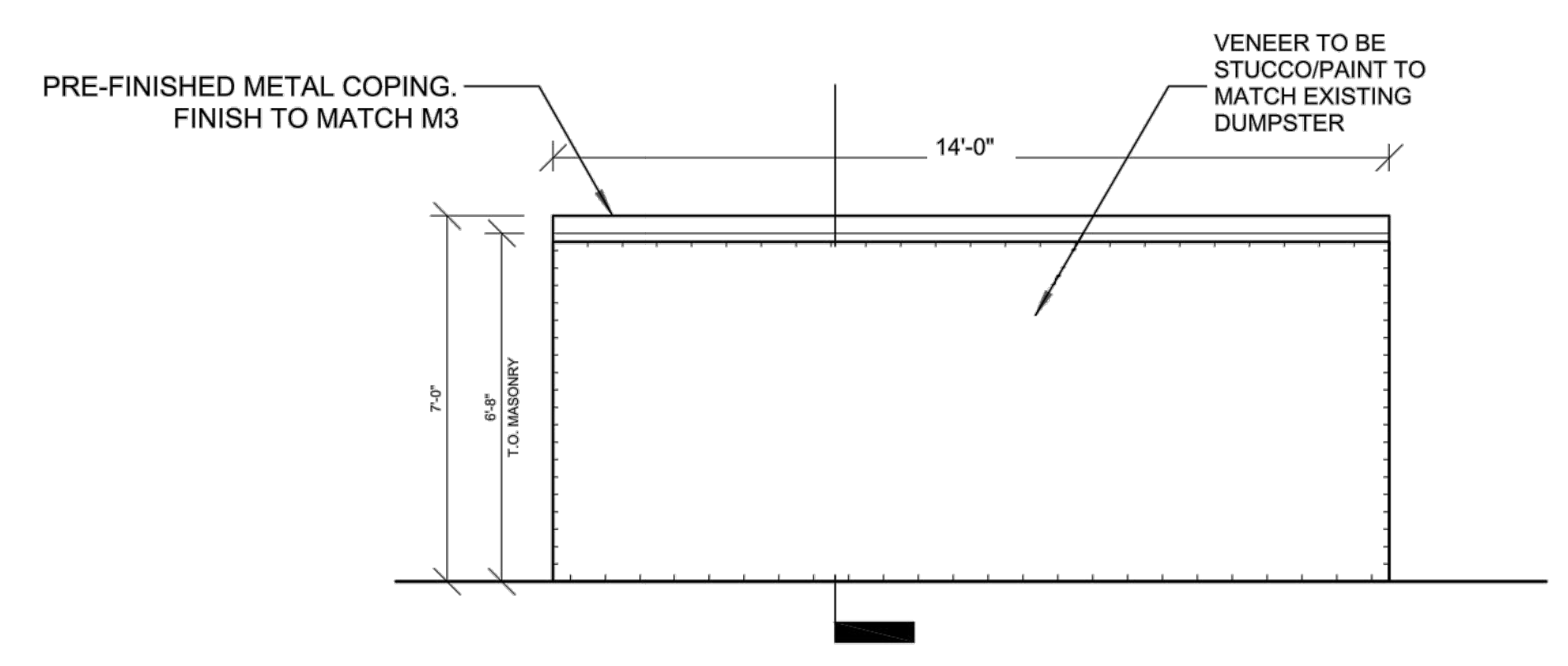
NOTES:

1. ALL TREE AND ROOT PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN I.S.A. CERTIFIED ARBORIST. ARBORIST SHALL MAKE ALL FINAL ROOT PRUNING RECOMMENDATIONS TO OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO PRUNING OPERATIONS.
2. NO EQUIPMENT SHALL OPERATE INSIDE THE TREE PROTECTION FENCE INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
3. TREE PROTECTION FENCE LAYOUT AND INSTALLATION TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITY.

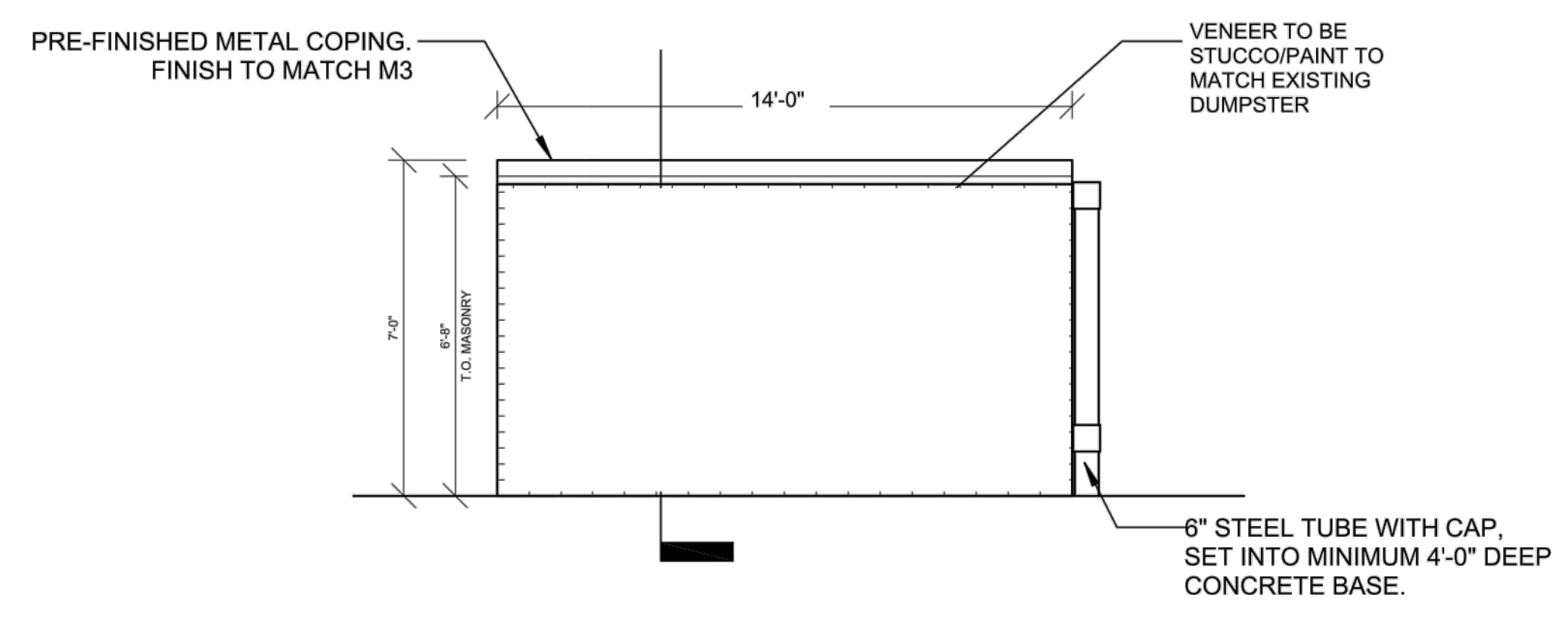
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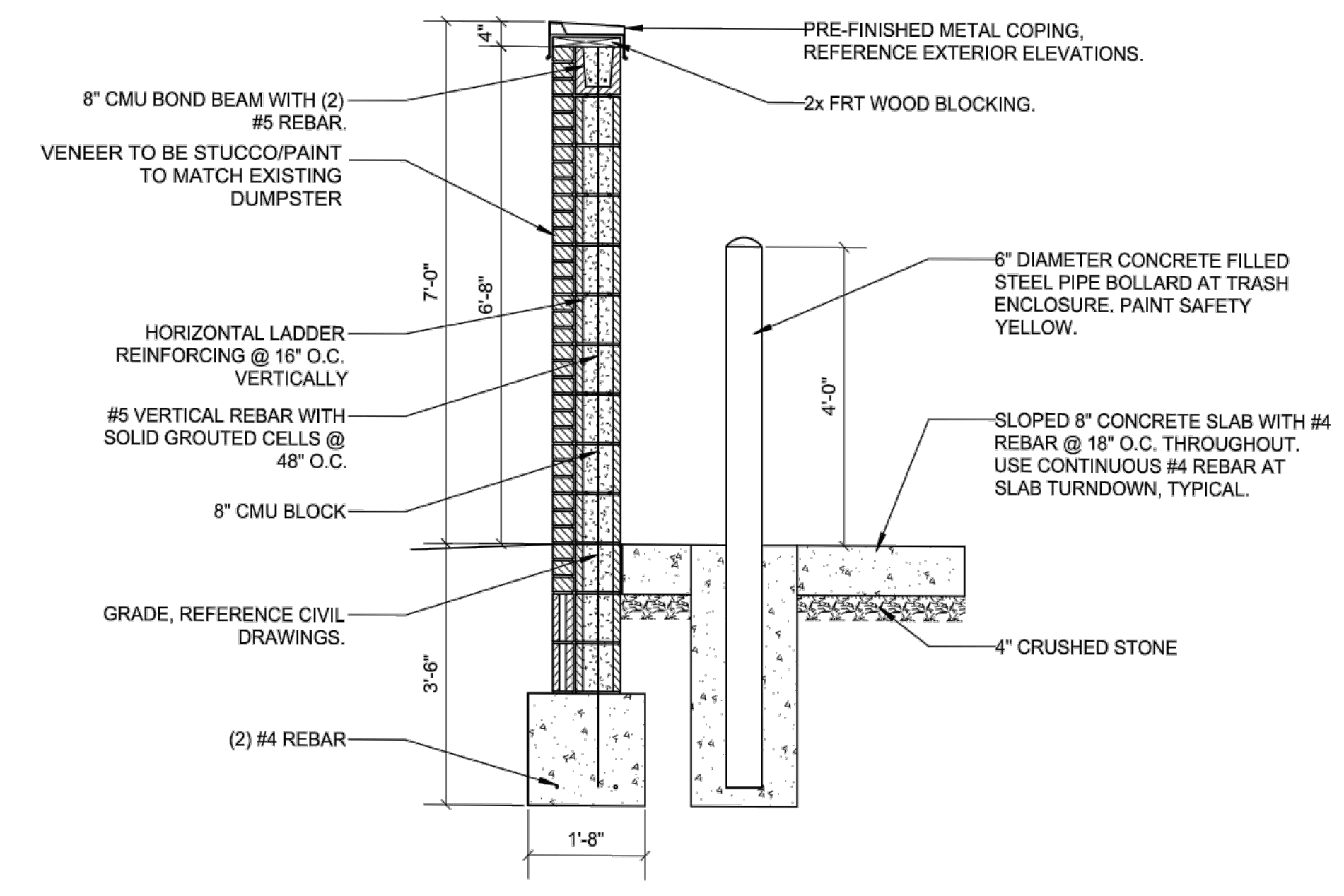
04 Trash Enclosure - SOUTH ELEVATION
 Scale: 1/4" = 1'-0"



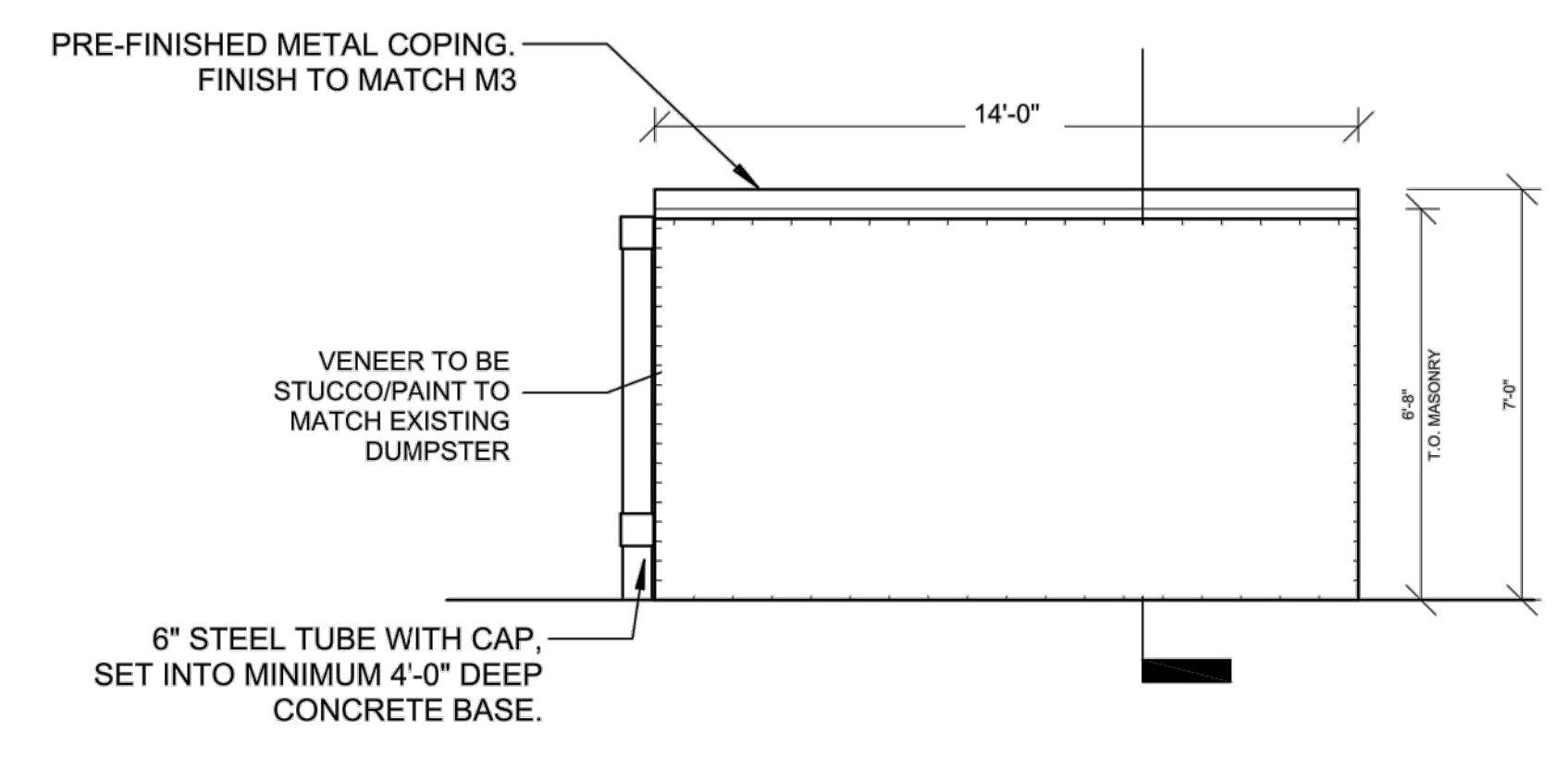
03 Trash Enclosure - NORTH ELEVATION
 Scale: 1/4" = 1'-0"



01 Trash Enclosure - WEST ELEVATION
 Scale: 1/4" = 1'-0"



05 Trash Enclosure - Section
 Scale: 1/2" = 1'-0"



02 Trash Enclosure - EAST ELEVATION
 Scale: 1/4" = 1'-0"

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

No.	REVISIONS	DATE	BY

Kimley Horn

13455 NOEL RD. TWO GALLERIA OFFICE TOWER
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STATE OF TEXAS
 MATTHEW A. LUCAS
 108727
 PROFESSIONAL ENGINEER
 EXPIRES 09-17-24

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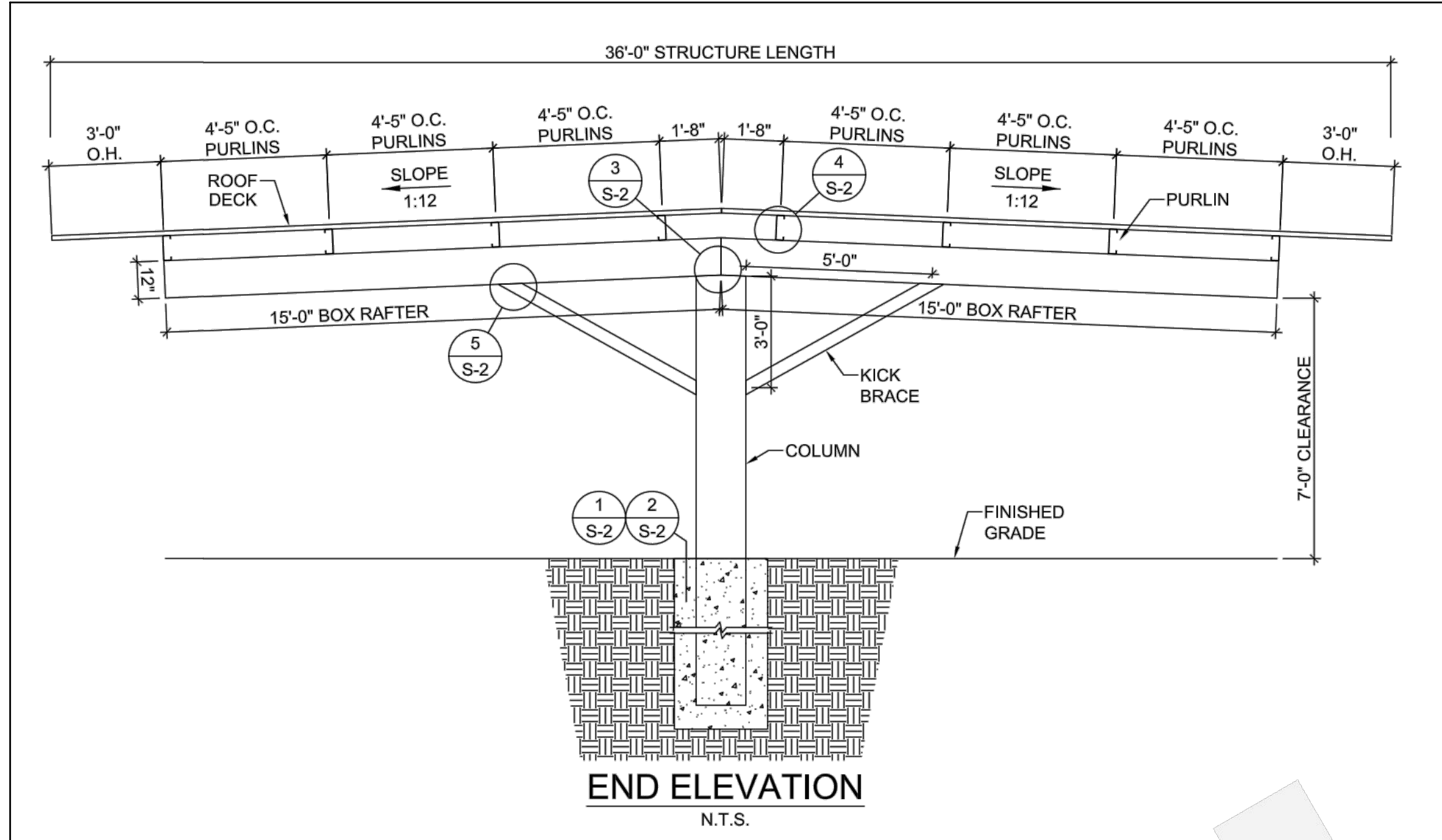
KHA PROJECT	069302306
DATE	4/22/2024
SCALE	AS SHOWN
DESIGNED BY	MJF
DRAWN BY	WV
CHECKED BY	MAI

PRESTONWOOD PLACE
CASE NO. 1907-Z
 PREPARED FOR
KITE REALTY GROUP
 TOWN OF ADDISON, TEXAS

**PD AMENDMENT:
 DUMPSTER ENCLOSURE
 ELEVATION**

IMAGES: EP160276_DWG02020517_Land20230313_Land20230313_Land20230313_Land20230313_Land20230313
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 DATE PLOTTED: 4/22/2024 10:50 AM
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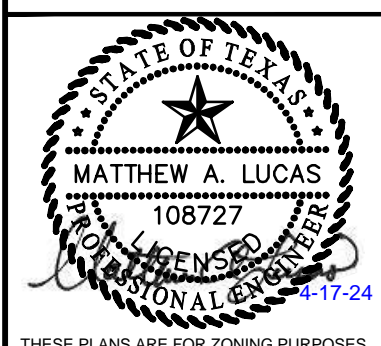


- FACADE NOTES**
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No.	REVISIONS	DATE	BY

Kimley-Horn
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KHA PROJECT	069302306
DATE	4/22/2024
SCALE	AS SHOWN
DESIGNED BY	MJF
DRAWN BY	WV
CHECKED BY	MAL

PRESTONWOOD PLACE
CASE NO. 1907-Z
 PREPARED FOR
KITE REALTY GROUP
 TOWN OF ADDISON, TEXAS

PD AMENDMENT:
COVERED PARKING
ELEVATION

SHEET NUMBER
EX-7

ORDINANCE NO. O22-3

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AND RESTATING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE O19-22 FOR A 10.88-ACRE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BELT LINE ROAD AND MONTFORT DRIVE; PROVIDING FOR MEDICAL OFFICE AS A PERMITTED USE; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on June 11, 2019, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance O19-22 (“PD O19-22”) for a 10.88-acre property located at the southeast corner of Belt Line Road and Montfort Drive (the “Property”); and

WHEREAS, at its regular meeting held on December 21, 2021 the Planning & Zoning Commission considered and made recommendations on a request to amend PD O19-22 by allowing medical office as a permitted use (Case No.1838-Z); and

WHEREAS, the City Council desires to amend and restate PD O19-22, in its entirety, to provide for medical office as a permitted use; and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map is hereby amended so as to amend and restate PD O19-22, in its entirety, and to provide for medical office as a permitted use for the Property, which is described and depicted in **Exhibit A** attached hereto and incorporated herein.

SECTION 3. PD O19-22 development stipulations are to read as follows:

- A. The Property shall be improved in accordance with the site plan, landscape plan, and building elevations, which are attached hereto as **Exhibit B** and made a part hereof for all purposes.

B. All development and/or improvement of the Property shall be in conformance with the Local Retail (LR) district standards, as amended, subject only to the following exceptions:

- i. All parking in the center shall be set at a mixed-use development ratio of onespace per 200 square feet of space (1/200).
- ii. The property may be developed with modifications to the LR design standards for façade materials, building height, and parking requirements as shown on **Exhibit B**.
- iii. In addition to the uses allowed by the LR district regulations, the Property may be used for medical office uses providing non-emergency services, openand operational no longer than 18 hours on any given day.

SECTION 4. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect save and except as amended by this ordinance.

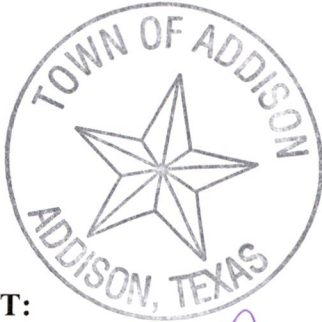
SECTION 5. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 6. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 7. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

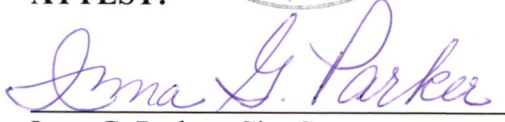
PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **11TH** day of **JANUARY 2022**.



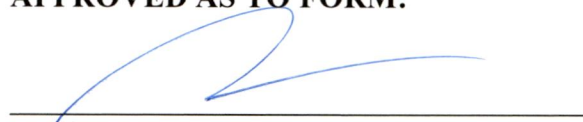
TOWN OF ADDISON, TEXAS


Joe Chow, Mayor

ATTEST:


Irma G. Parker, City Secretary

APPROVED AS TO FORM:


Whitt Wyatt, City Attorney

Published in the Dallas Morning News on Tuesday, January 18, 2022

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Tract 2:

BEING a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas, and being a part of Lot A, Block 2, Oaks North-East No. 1, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 603, Map Records, Dallas County, Texas, and being all of Lot B, Block 2, Oaks North-East No. 2, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 595, Map Records, Dallas County, Texas, and all of Lot C, Block 2, Oaks North-East No. 3, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 587, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for corner in the south line of Belt Line Road (100' R.O.W.), said corner being at the northeast end of a corner clip at the intersection of said south line with the east line of Montfort Drive (80' R.O.W.), said corner also being the north corner of a Right-of-Way Dedication to the Town of Addison as recorded in Volume 93199, Page 4620, Deed Records, Dallas County, Texas;

THENCE N 89°49'50" E, along said south line, a distance of 582.78 feet to a pk nail set for corner, said corner being the northeast corner of the abovementioned Oaks North-East No. 3 and the northwest corner of the Lake Forest Addition, an Addition to the Town of Addison, as recorded in Volume 79168, Page 2399, Map Records, Dallas County, Texas;

THENCE S 0°10'10" E, departing said south line and along the west line of said Lake Forest Addition, a distance of 366.56 feet to a pk nail set for corner, said corner also being the northeast corner of Lot D, Block 2, Oaks North-East No. 4, an Addition to the Town of Addison, as per the plat recorded in Volume 79121, Page 555, Map Records, Dallas County, Texas;

THENCE S 89°49'50" W, departing said west line and along the north line of said Addition, a distance of 604.08 feet to an "x" cut found for corner in the aforementioned east line of Montfort Drive, said corner also being in a curve to the left having a central angle of 10°02'14", a radius of 540.00 feet, a tangent of 47.42 feet and a chord bearing and distance of N 10°23'09" E, 94.48 feet;

THENCE along said east line and along said curve to the left, an arc distance of 94.60 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 5°17'30", a radius of 392.50 feet, a tangent of 18.14 feet and a chord bearing and distance of N 6°52'29" E, 36.24 feet;

THENCE along said curve to the right and with said east line, an arc distance of 36.25 feet to a 1/2" iron rod found for corner at the beginning of a curve to the left having a central angle of 17°09'59", a radius of 258.00 feet, a tangent of 38.94 feet and a chord bearing and distance of N 2°02'36" E, 77.01 feet;

THENCE along said curve to the left and with said east line, an arc distance of 77.30 feet to a 1/2" iron rod found for corner at the beginning of a curve to the left having a central angle of 6°25'56", a radius of 549.00 feet, a tangent of 30.85 feet and a chord bearing and distance of N 9°45'19" W, 61.60 feet;

THENCE along said curve to the left and with said east line, an arc distance of 61.63 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 10°24'14", a radius of 451.00 feet, a tangent of 41.06 feet and a chord bearing and distance of N 7°15'57" W, 81.78 feet;

THENCE along said curve to the right and with said east line of Montfort Drive, an arc distance of 81.89 feet to a 5/8" capped iron rod set for corner at the southwest end of the abovementioned corner clip at the intersection of said east line and the abovementioned south line of Belt Line Road;

THENCE N 41°43'23" E, along said corner clip, a distance of 25.36 feet to the POINT OF BEGINNING and containing 215,741 square feet or 4.9527 acres of land, more or less.

Tract 3:

BEING a tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, Town of Addison, Dallas County, Texas, and being a part of Oaks North-East No. 4, an Addition to the Town of Addison, according to the plat thereof recorded in Volume 79121, Page 555, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a pk nail with washer stamped "RPLS 4625" set for corner in the east line of Montfort Drive (80' at this point), said corner being the northwest corner of said Oaks North-East No. 4 and the southwest corner of Oaks North-East No. 1, an Addition to the Town of Addison, as per the plat thereof recorded in Volume 79121, Page 603, Map Records, Dallas County, Texas;

THENCE N 89°49'50" E, along the common line between said Additions, a distance of 604.08 feet to a pk nail with washer stamped "RPLS 4625" set for corner in the west line of Lake Forest Addition, an Addition to the Town of Addison, as recorded in Volume 79168, Page 2399, Map Records, Dallas County, Texas;

THENCE S 0°10'10" E, along the west line of said Lake Forest Addition, a distance of 298.55 feet to a 1/2" "SJF" capped iron rod found for corner;

THENCE S 75°13'25" E, a distance of 12.84 feet to a 1/2" "SJF" capped iron rod found for corner;

THENCE S 0°10'10" E, a distance of 19.00 feet to a pk nail with washer stamped "RPLS 4625" set for corner, said corner being the northeast corner of Prestonwood Pond II, as recorded in Volume 86088, Page 444, Deed Records, Dallas County, Texas;

THENCE S 89°49'50" W, along the north line of said tract, a distance of 485.00 feet to a pk nail set for corner, said corner being the most easterly northwest corner of said tract;

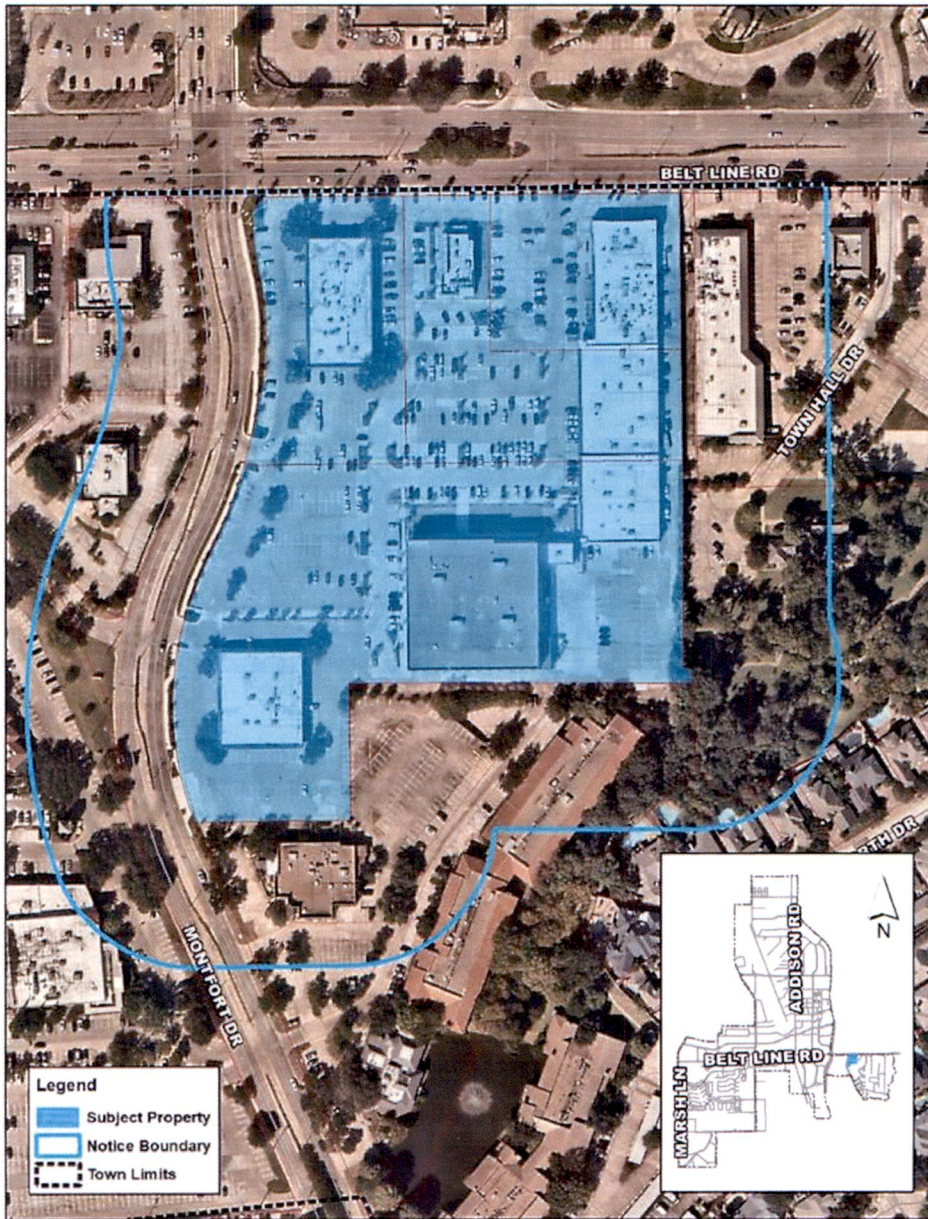
THENCE S 0°10'10" E, a distance of 197.00 feet to a 5/8" "BDD" capped iron rod set for corner, said corner being a re-entrant corner of said tract;

THENCE S 89°49'50" W, a distance of 195.47 feet to a 1/2" iron rod found for corner in the east line of the abovementioned Montfort Drive, said corner also being the most westerly northwest corner of said tract;

THENCE N 23°24'00" W, along said east line, a distance of 2.67 feet to a 1/2" iron rod found for corner at the beginning of a curve to the right having a central angle of 51°50'50", a radius of 460.00 feet, a tangent of 223.60 feet and a chord bearing and distance of N 2°31'25" E, 402.20 feet;

THENCE along said curve to the right and with said east line of Montfort Drive, an arc distance of 416.26 feet to an 1/2" iron rod found for corner at the beginning of a reverse curve to the left having a central angle of 13°02'34", a radius of 540.00 feet, and a chord bearing and distance of N 21°55'33" E, 122.65 feet;

THENCE along said reverse curve to the left and with said east line, an arc distance of 122.93 feet to the POINT OF BEGINNING and containing 257,353 square feet or 5.9080 acres of land, more or less.



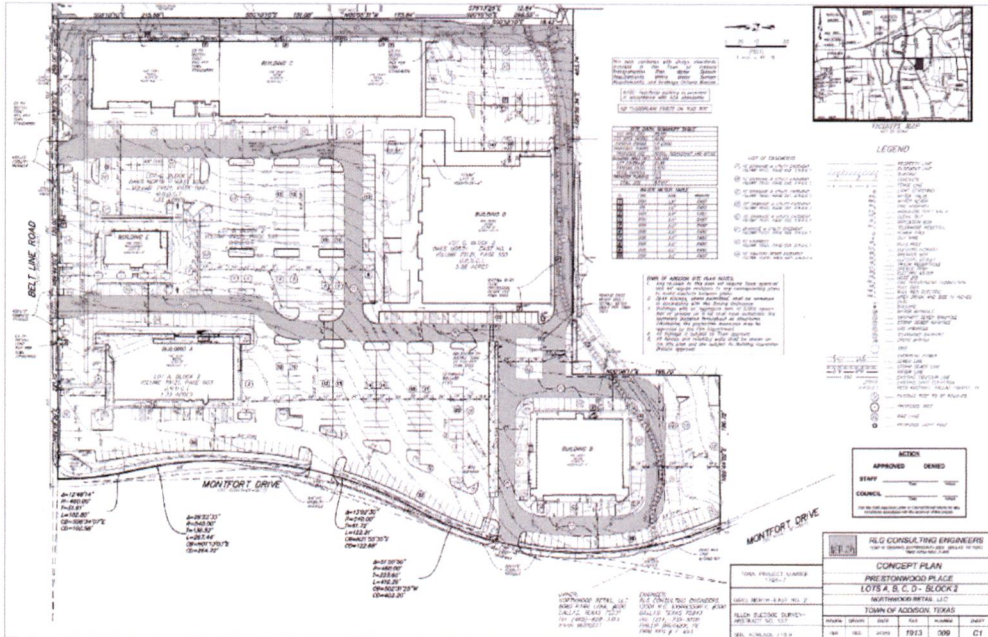
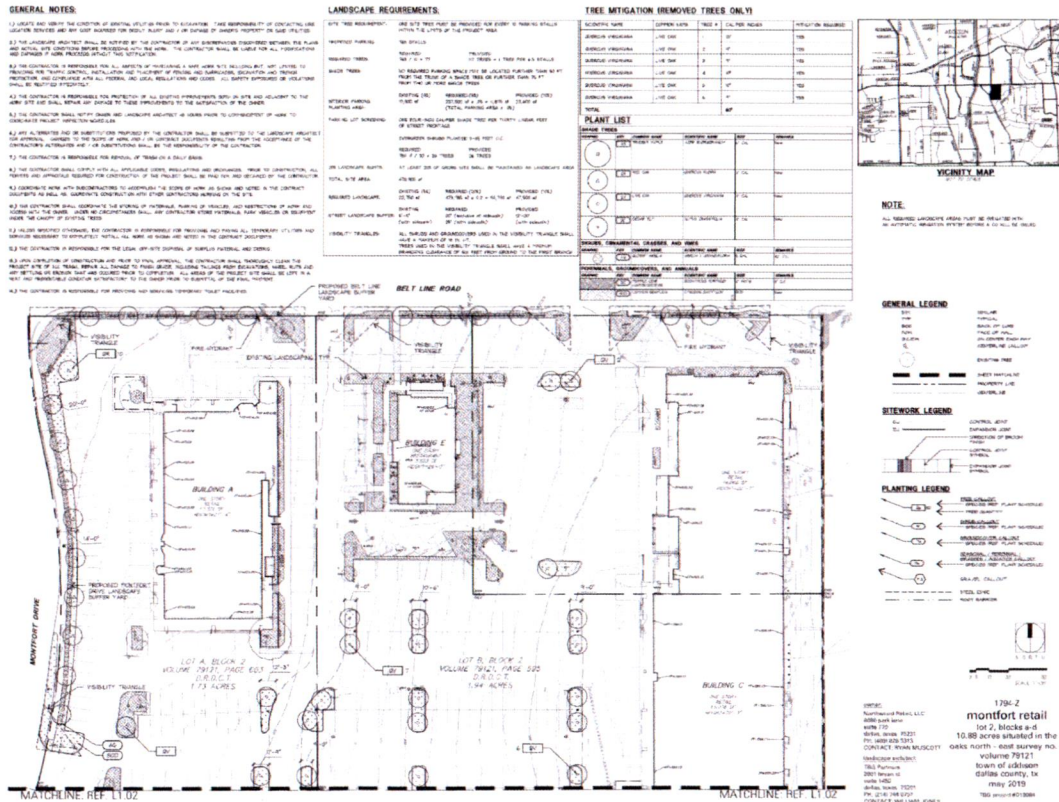
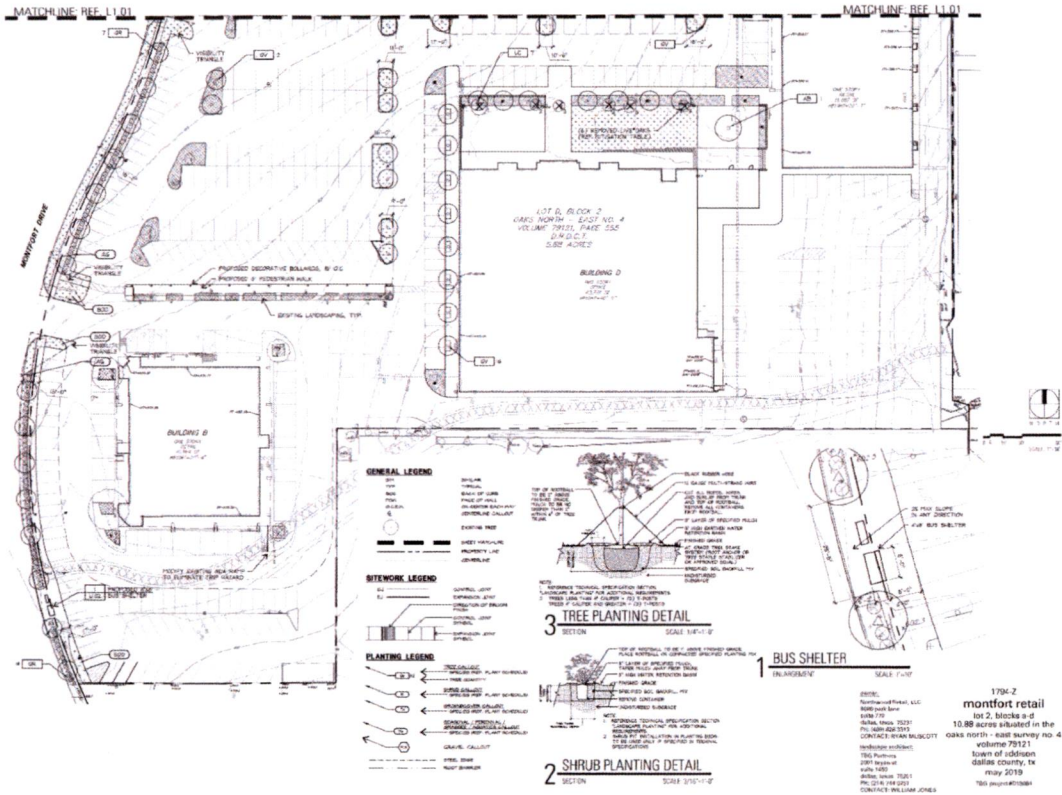


EXHIBIT B



179-Z
 montfort retail
 D19084
 L1.01



T&B
 T&B Landscape Architecture, Planning & Design, Inc.
 2008 West Loop West
 Suite 1000
 Dallas, TX 75201
 (214) 756-6733
 T&Bdesign.com



montfort retail

D19084

landscape plan

L1.02

179K-2 montfort retail
 lot 2, blocks a-d
 10.88 acres situated in the
 OAKS NORTH - EAST SURVEY NO. 4
 volume 79121
 town of Addison, Dallas County, TX
 May 2019
 T&B project#19084

DATE: 11/15/19
 DRAWN BY: [unintelligible]
 CHECKED BY: [unintelligible]
 PROJECT: 179K-2
 CONTACT: KEVIN BLUESDOTT
 (214) 756-6733
 T&B project#19084

MATERIAL LISTING

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	Asph/Flt	1000	SQ YD	1.20	1200.00
2	Gravel	1000	SQ YD	1.50	1500.00
3	Concrete	1000	SQ YD	2.50	2500.00
4	Rebar	1000	LB	0.10	100.00
5	Formwork	1000	SQ YD	0.50	500.00
6	Excavation	1000	SQ YD	1.00	1000.00
7	Backfill	1000	SQ YD	1.00	1000.00
8	Drainage	1000	SQ YD	1.00	1000.00
9	Landscaping	1000	SQ YD	1.00	1000.00
10	Lighting	1000	SQ YD	1.00	1000.00
11	Signage	1000	SQ YD	1.00	1000.00
12	Paint	1000	SQ YD	1.00	1000.00
13	Other	1000	SQ YD	1.00	1000.00

OWNER: NORTHWOOD RETAIL, LLC
 2020 S. W. 13TH ST
 FORT WORTH, TX 76104
 PH: 817.339.1111

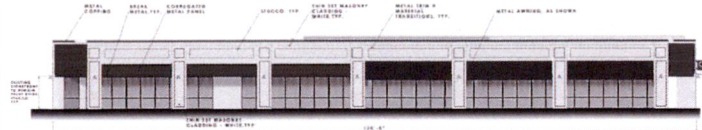
DESIGNER: M&A
 1111 W. 13TH ST
 FORT WORTH, TX 76104
 PH: 817.339.1111

TOWN PROJECT NUMBER: 11114

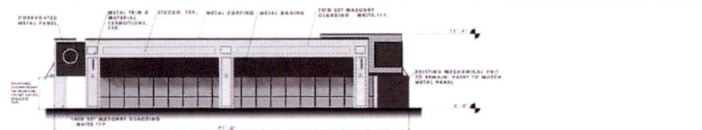
PROJECT NAME: PRESTONWOOD PLACE
 LOTS A, B, C, D - BLOCK 2
 NORTHWOOD RETAIL, LLC
 TOWN OF ADDISON, TEXAS

DATE: 08/11/2014

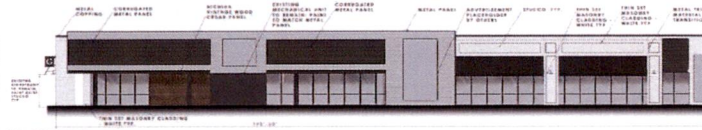




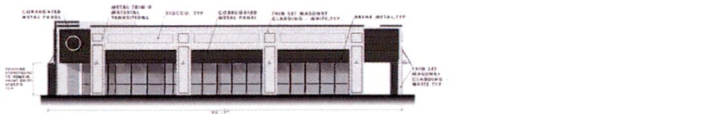
MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal panels/trim/rooping	Composite Panel	Existing Brick panels	Existing Brick point 02	Existing Brick point 04	Thin. Stone to be point 03	Total	GLAZING	Total (w/Existing)
AREA SF	750	250	0	0	0	400	0	0	0	72	2311	1347.7	3658.7
PERCENTAGE	17%	13%	0%	0%	0%	10%	0%	0%	0%	2%	100%	37%	100%



MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal panels/trim/rooping	Composite Panel	Existing Brick panels	Existing Brick point 02	Existing Brick point 04	Thin. Stone to be point 03	Total	GLAZING	Total (w/Existing)
AREA SF	750	250	0	0	0	400	0	0	0	72	2311	1347.7	3658.7
PERCENTAGE	17%	13%	0%	0%	0%	10%	0%	0%	0%	2%	100%	37%	100%



MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal panels/trim/rooping	Composite Panel	Existing Brick panels	Existing Brick point 02	Existing Brick point 04	Thin. Stone to be point 03	Total	GLAZING	Total (w/Existing)
AREA SF	1130	110	0	0	200	0	0	0	0	16	2222	1027.5	3249.5
PERCENTAGE	33%	6%	0%	0%	6%	0%	0%	0%	0%	0%	7%	100%	32%



MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal panels/trim/rooping	Composite Panel	Existing Brick panels	Existing Brick point 02	Existing Brick point 04	Thin. Stone to be point 03	Total	GLAZING	Total (w/Existing)
AREA SF	750	250	0	0	300	400	0	0	0	72	2311	1347.7	3658.7
PERCENTAGE	17%	13%	0%	0%	8%	10%	0%	0%	0%	2%	100%	37%	100%

MATERIAL LEGEND:

Material	Color	Material	Color	Material	Color	Material	Color	Material	Color	Material	Color	Material	Color
Corrugated Metal	Grey	Stone	Light Grey	Thin set masonry cladding	White	Wood (composite)	Dark Grey	Metal panels/trim/rooping	Dark Grey	Composite Panel	Dark Grey	Existing Brick panels	Dark Grey
Existing Brick point 02	Dark Grey	Existing Brick point 04	Dark Grey	Thin. Stone to be point 03	Dark Grey	GLAZING	Dark Grey	Total (w/Existing)	Dark Grey				

OWNER:
NORTHWOOD METAL, LLC
808 FARM LANE, MOO GALLIA, TEXAS
75285
PH: (269) 428-2313
RYAN MUSCOTT

ARCHITECT:
NEWMAN ANDERSON ARCHITECTS
300 N. FIELD ST. GALLIA, TX 75202
PH: 214-987-1799
RYAN SCHULTZ

TOWN PROJECT NUMBER: 1749-2

GRAPHIC SCALE

OWNS NORTH-EAST NO. 2

PRESTONWOOD PLACE
LOTS A, B, C, D - BLOCK 2

TOWN OF ADDISON, TEXAS

ALLEN BLESACK SURVEY
ABSTRACT NO. 151

REVISION: 01/16/2014

DATE: 01/16/2014

FILED: 01/16/2014

BY: JSM

SHEET: 44

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



SECTION 1: EAST ELEVATION 1

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE FOUNDATION	1	sq ft	150	150
2	CONCRETE FLOOR	1	sq ft	150	150
3	CONCRETE WALL	1	sq ft	150	150
4	CONCRETE ROOF	1	sq ft	150	150
5	WOOD FRAMING	1	sq ft	150	150
6	GLASS CURTAIN WALL	1	sq ft	150	150
7	MECHANICAL SYSTEMS	1	sq ft	150	150
8	ELECTRICAL SYSTEMS	1	sq ft	150	150
9	PLUMBING SYSTEMS	1	sq ft	150	150
10	PAINT AND FINISHES	1	sq ft	150	150
11	LANDSCAPE	1	sq ft	150	150
12	PERMITS AND FEES	1	sq ft	150	150
13	CONTINGENCY	1	sq ft	150	150
14	TOTAL				1500

SECTION 2: EAST ELEVATION 2

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE FOUNDATION	1	sq ft	150	150
2	CONCRETE FLOOR	1	sq ft	150	150
3	CONCRETE WALL	1	sq ft	150	150
4	CONCRETE ROOF	1	sq ft	150	150
5	WOOD FRAMING	1	sq ft	150	150
6	GLASS CURTAIN WALL	1	sq ft	150	150
7	MECHANICAL SYSTEMS	1	sq ft	150	150
8	ELECTRICAL SYSTEMS	1	sq ft	150	150
9	PLUMBING SYSTEMS	1	sq ft	150	150
10	PAINT AND FINISHES	1	sq ft	150	150
11	LANDSCAPE	1	sq ft	150	150
12	PERMITS AND FEES	1	sq ft	150	150
13	CONTINGENCY	1	sq ft	150	150
14	TOTAL				1500

SECTION 3: EAST ELEVATION 3

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE FOUNDATION	1	sq ft	150	150
2	CONCRETE FLOOR	1	sq ft	150	150
3	CONCRETE WALL	1	sq ft	150	150
4	CONCRETE ROOF	1	sq ft	150	150
5	WOOD FRAMING	1	sq ft	150	150
6	GLASS CURTAIN WALL	1	sq ft	150	150
7	MECHANICAL SYSTEMS	1	sq ft	150	150
8	ELECTRICAL SYSTEMS	1	sq ft	150	150
9	PLUMBING SYSTEMS	1	sq ft	150	150
10	PAINT AND FINISHES	1	sq ft	150	150
11	LANDSCAPE	1	sq ft	150	150
12	PERMITS AND FEES	1	sq ft	150	150
13	CONTINGENCY	1	sq ft	150	150
14	TOTAL				1500

MATERIAL LEGEND:

SYMBOL	DESCRIPTION
[Pattern]	CONCRETE
[Pattern]	WOOD FRAMING
[Pattern]	GLASS CURTAIN WALL
[Pattern]	MECHANICAL SYSTEMS
[Pattern]	ELECTRICAL SYSTEMS
[Pattern]	PLUMBING SYSTEMS
[Pattern]	PAINT AND FINISHES
[Pattern]	LANDSCAPE

GENERAL NOTES:

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC).
- ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE LOCAL BUILDING DEPARTMENT.
- ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.

OWNER: NORTHWOOD RETAIL, LLC
PROJECT: LOT 5 A, B, C, D - BLOCK 2
ADDRESS: 300 N. STATE ST., SUITE 100, ADDISON, TX 75001
DATE: 11/11/2020
SCALE: 1/4" = 1'-0"

ARCHITECT: M&A ARCHITECTS, P.C.
ADDRESS: 11111 W. LAKELAND BLVD., SUITE 100, ADDISON, TX 75001
PHONE: (972) 382-1111
WEBSITE: www.mandarchitects.com

DATE: 11/11/2020
SCALE: 1/4" = 1'-0"

PROJECT NUMBER: 2020-001

PROJECT NAME: LOT 5 A, B, C, D - BLOCK 2

PROJECT ADDRESS: 300 N. STATE ST., SUITE 100, ADDISON, TX 75001

PROJECT CITY: ADDISON, TEXAS

PROJECT STATE: TEXAS

PROJECT ZIP: 75001

PROJECT COUNTY: TARRANT COUNTY, TEXAS

PROJECT DISTRICT: 14.45

PROJECT PHASE: ARCHITECTURAL

PROJECT STATUS: PRELIMINARY

PROJECT DESCRIPTION: ARCHITECTURAL ELEVATIONS FOR LOT 5 A, B, C, D - BLOCK 2

PROJECT CONTACT: M&A ARCHITECTS, P.C.

PROJECT CONTACT ADDRESS: 11111 W. LAKELAND BLVD., SUITE 100, ADDISON, TX 75001

PROJECT CONTACT PHONE: (972) 382-1111

PROJECT CONTACT EMAIL: info@mandarchitects.com

PROJECT CONTACT WEBSITE: www.mandarchitects.com

PROJECT CONTACT SOCIAL MEDIA: @mandarchitects

PROJECT CONTACT LINKEDIN: mandarchitects

PROJECT CONTACT TWITTER: mandarchitects

PROJECT CONTACT FACEBOOK: mandarchitects

PROJECT CONTACT INSTAGRAM: mandarchitects

PROJECT CONTACT PINTEREST: mandarchitects

PROJECT CONTACT YOUTUBE: mandarchitects

PROJECT CONTACT TIKTOK: mandarchitects

PROJECT CONTACT SNAPCHAT: mandarchitects

PROJECT CONTACT WECHAT: mandarchitects

PROJECT CONTACT WHATSAPP: mandarchitects

PROJECT CONTACT TELEGRAM: mandarchitects

PROJECT CONTACT SIGNAL: mandarchitects

PROJECT CONTACT ZOOM: mandarchitects

PROJECT CONTACT SKYPE: mandarchitects

PROJECT CONTACT GMEET: mandarchitects

PROJECT CONTACT JAMBLAST: mandarchitects

PROJECT CONTACT MEETUP: mandarchitects

PROJECT CONTACT SLACK: mandarchitects

PROJECT CONTACT DISCORD: mandarchitects

PROJECT CONTACT TELEGRAM: mandarchitects

PROJECT CONTACT SIGNAL: mandarchitects

PROJECT CONTACT ZOOM: mandarchitects

PROJECT CONTACT SKYPE: mandarchitects

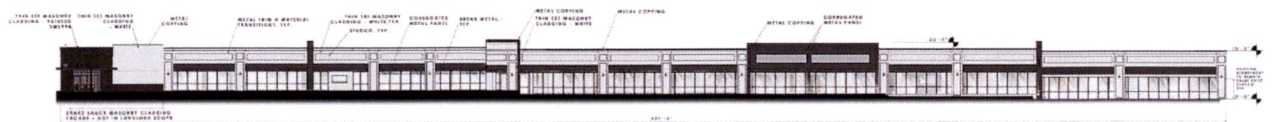
PROJECT CONTACT GMEET: mandarchitects

PROJECT CONTACT JAMBLAST: mandarchitects

PROJECT CONTACT MEETUP: mandarchitects

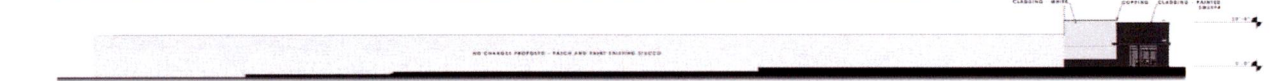
PROJECT CONTACT SLACK: mandarchitects

PROJECT CONTACT DISCORD: mandarchitects



WEST ELEVATION C

MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal/stone/corona	Composite Panel	Existing Brick point 01	Existing Brick point 02	Existing Brick point 04	Paint, Stone to be painted	Total Elevation	GLAZING	Total sq/ft/lin
AREA SF	1152	720	2610		363.3		0%	0%	0%	0%	4815.3	3410.8	8225.4
PERCENTAGE	23%	15%	53%	0%	8%	0%	0%	0%	0%	0%	100%	41%	100%



EAST ELEVATION C

MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal/stone/corona	Composite Panel	Existing Brick point 01	Existing Brick point 02	Existing Brick point 04	Paint, Stone to be painted	Total Elevation	GLAZING	Total sq/ft/lin
AREA SF			183		21		0%	0%	0%	0%	184		710
PERCENTAGE	0%	0%	4%	0%	3%	0%	0%	0%	0%	0%	96%	0%	100%



SOUTH ELEVATION C

MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal/stone/corona	Composite Panel	Existing Brick point 01	Existing Brick point 02	Existing Brick point 04	Paint, Stone to be painted	Total Elevation	GLAZING	Total sq/ft/lin
AREA SF			201		21		0%	0%	0%	0%	222		1020
PERCENTAGE	0%	0%	7%	0%	1%	0%	0%	0%	0%	0%	100%	0%	100%



NORTH ELEVATION C

MATERIAL	Corrugated Metal	Stone	Thin set masonry cladding	Wood (composite)	Metal/stone/corona	Composite Panel	Existing Brick point 01	Existing Brick point 02	Existing Brick point 04	Paint, Stone to be painted	Total Elevation	GLAZING	Total sq/ft/lin
AREA SF			1393		62		0%	0%	0%	0%	1455	341	1498
PERCENTAGE	0%	0%	97%	0%	3%	0%	0%	0%	0%	0%	100%	23%	100%

MATERIAL LEGEND:

DESCRIPTION	Color	Material	Notes
Corrugated Metal Panel	[Color]	Thin set masonry cladding	
Stone	[Color]	Wood (composite)	
Thin set masonry cladding	[Color]	Metal/stone/corona	
Wood (composite)	[Color]	Composite Panel	
Metal/stone/corona	[Color]	Existing Brick point 01	
Composite Panel	[Color]	Existing Brick point 02	
Existing Brick point 01	[Color]	Existing Brick point 04	
Existing Brick point 02	[Color]	Paint, Stone to be painted	
Existing Brick point 04	[Color]	GLAZING	
Paint, Stone to be painted	[Color]	Total sq/ft/lin	
GLAZING	[Color]		
Total sq/ft/lin	[Color]		

OWNER:
NORTHWOOD RETAIL, LLC
3082 PINE LANE, WACO, TEXAS
76782
PH: (866) 818-3313
RYAN MUSCOTT

TOWN PROJECT NUMBER
1741-2

CREATING SCALE
AS SHOWN

GRASS NORTH-EAST NO. 2

ARCHITECTS
maa
MAYOR & ASSOCIATES
810 S. G. ST. # 100
DALLAS, TEXAS 75201

ARCHITECT
MERRIMAN ANDERSON, ARCHITECTS
300 N. FOSTER ST. DALLAS, TX 75202
PH: 214-987-1399
RYAN SCHULTZ

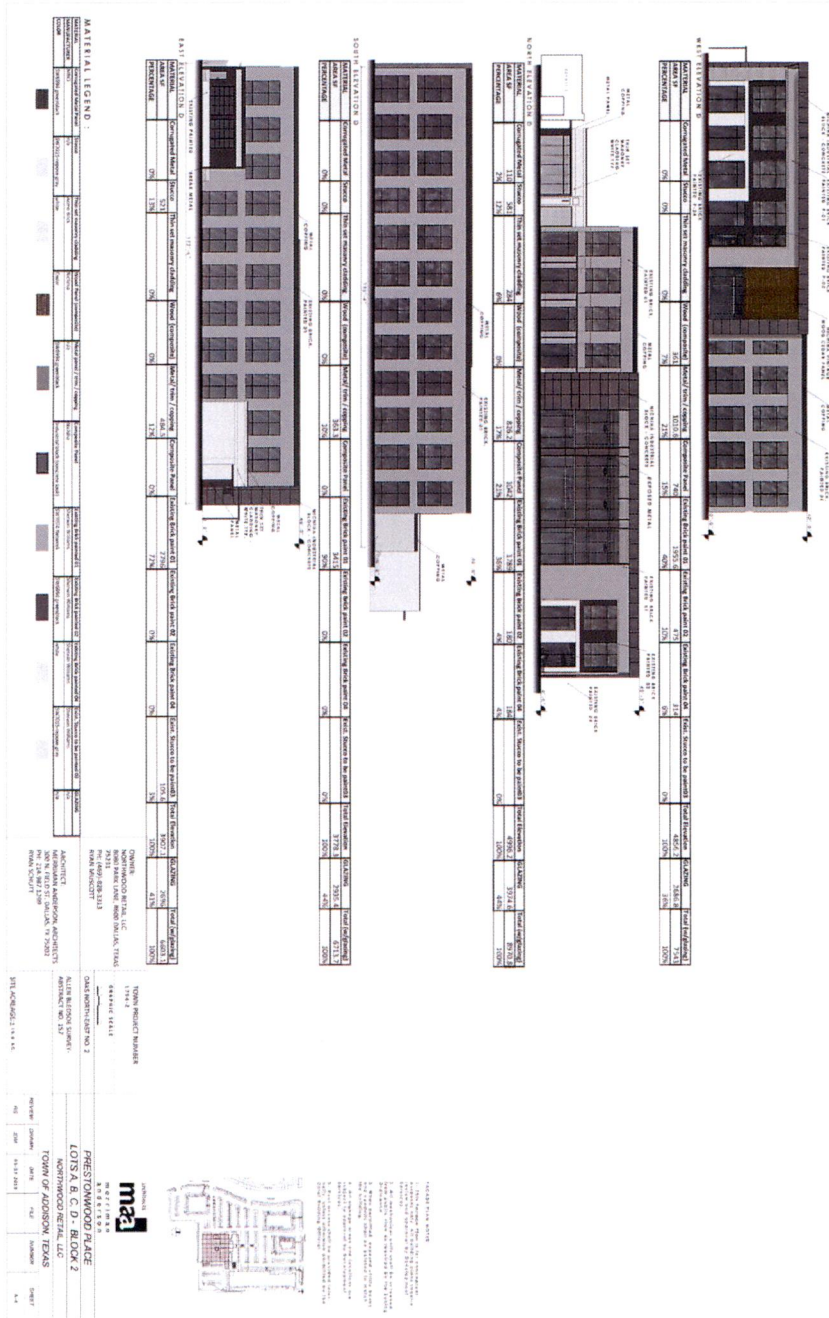
ALLEN BLEDSOE SURVEY
ABSTRACT NO. 157

TOWN OF ADDISON, TEXAS
NORTHWOOD PLACE, LLC
LOTS A, B, C, D - BLOCK 2

NO VIEW CORNER DATE PER ANNOTED SHEET
AS SHOWN 04-14-2011 PER ANNOTED SHEET
SITE ACRES: 1.14 AC

- PACKAGE PLAN NOTES:
- This package contains the architectural drawings for the building project. It includes the site plan, floor plans, and elevations. All drawings are subject to the final engineering and construction documents.
 - All architectural notes shall be interpreted in accordance with the specifications and standards of the American Institute of Architects (AIA).
 - Field notes shall be maintained and filed with the project files.
 - All construction shall be in accordance with the approved plans and specifications.





City Council (FY24)

5. b.

Meeting Date: 06/25/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5000 Belt Line Road, Suite 230, that is currently zoned Planned Development (PD), through Ordinance No. 004-001, to allow a restaurant. Case 1914-SUP/5000 Belt Line Road, Suite 230 Road (Halal Guys).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant on a property located at 5000 Belt Line Road, Suite 230, which is currently zoned Planned Development (PD), Ordinance No. 004-001.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Trisha Stuart, 15755 Seabolt Place

On: none

Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1914-SUP Presentation

1914-SUP Ordinance

1914-SUP Staff Report

1914-SUP Letter of Intent

1914-SUP Plans

**Halal Guys
Special Use Permit
(1914-SUP)**

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

ADDISON

Case 1914-SUP Halal Guys

LOCATION:

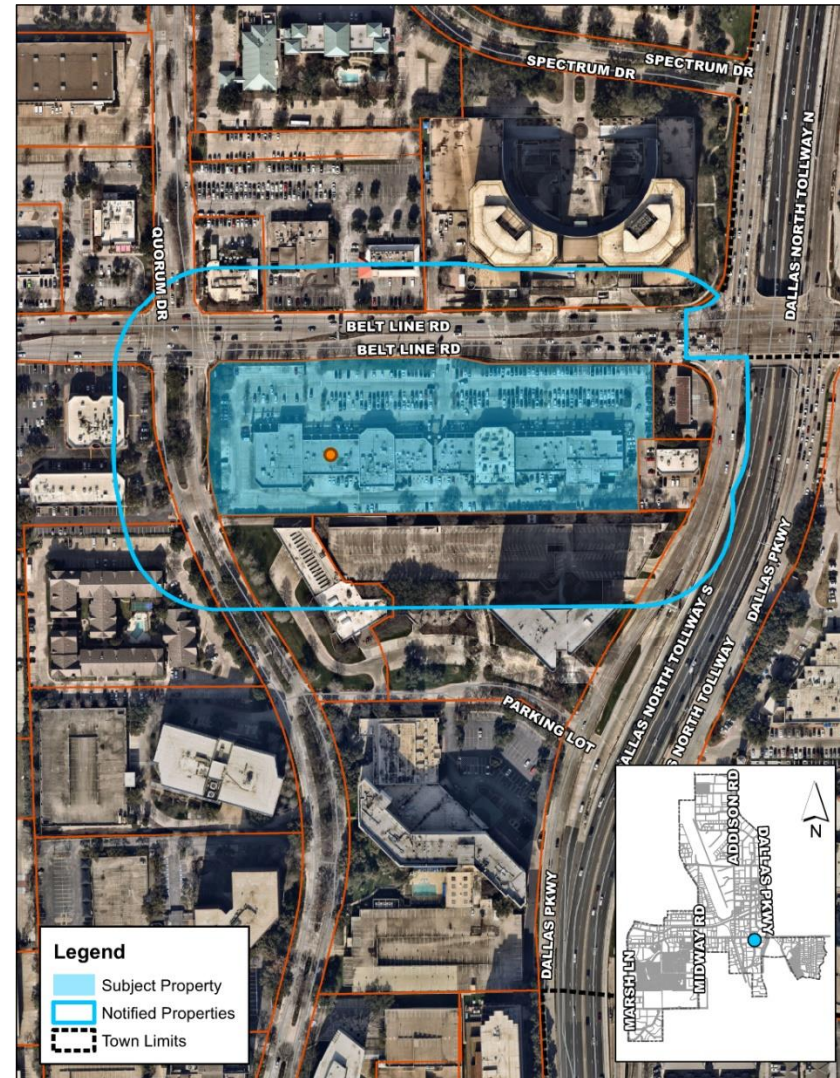
5000 Belt Line Road, Suite 230 (Addison Walk)

REQUEST:

Approval of a Special Use Permit for a restaurant.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant use, and associated site conditions at the subject property.



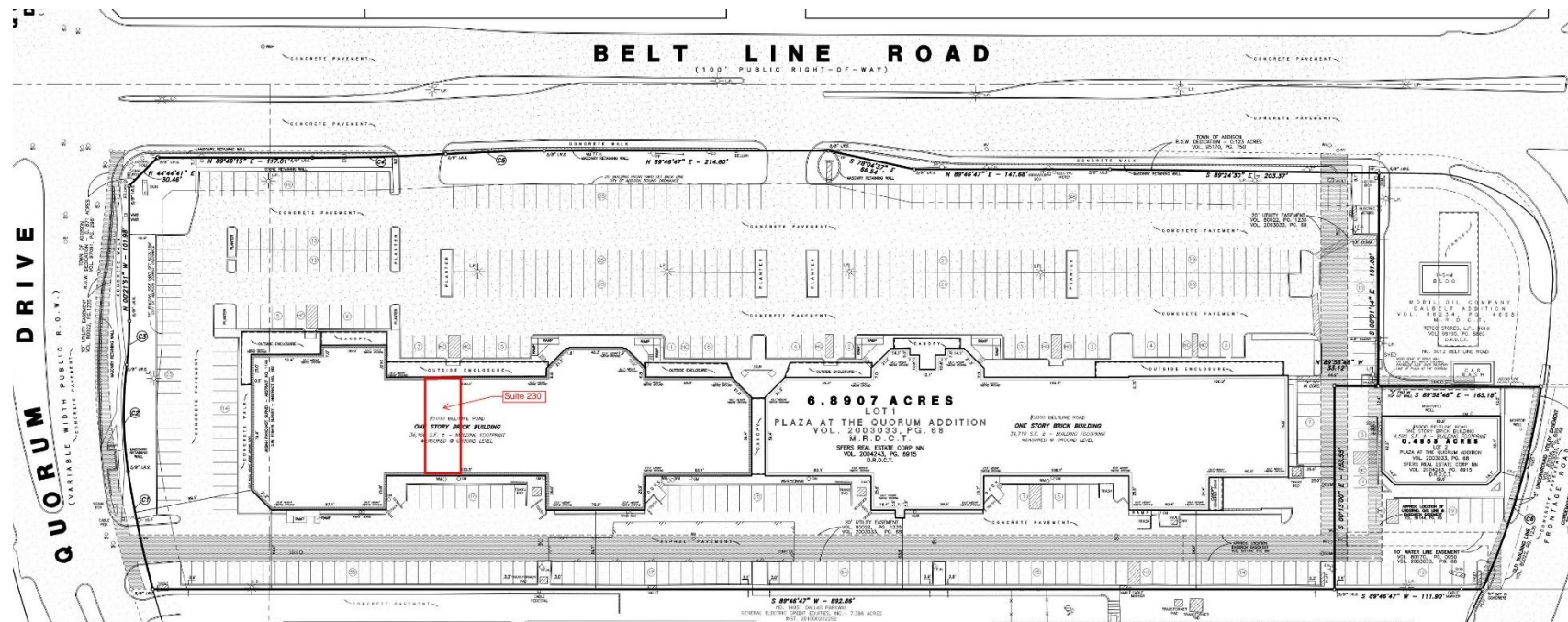
Case 1914-SUP Halal Guys

PROJECT HISTORY:

1980s – Addison Walk constructed.

2004 – Rezoned from Local Retail to PD, Ordinance No. 004-001.

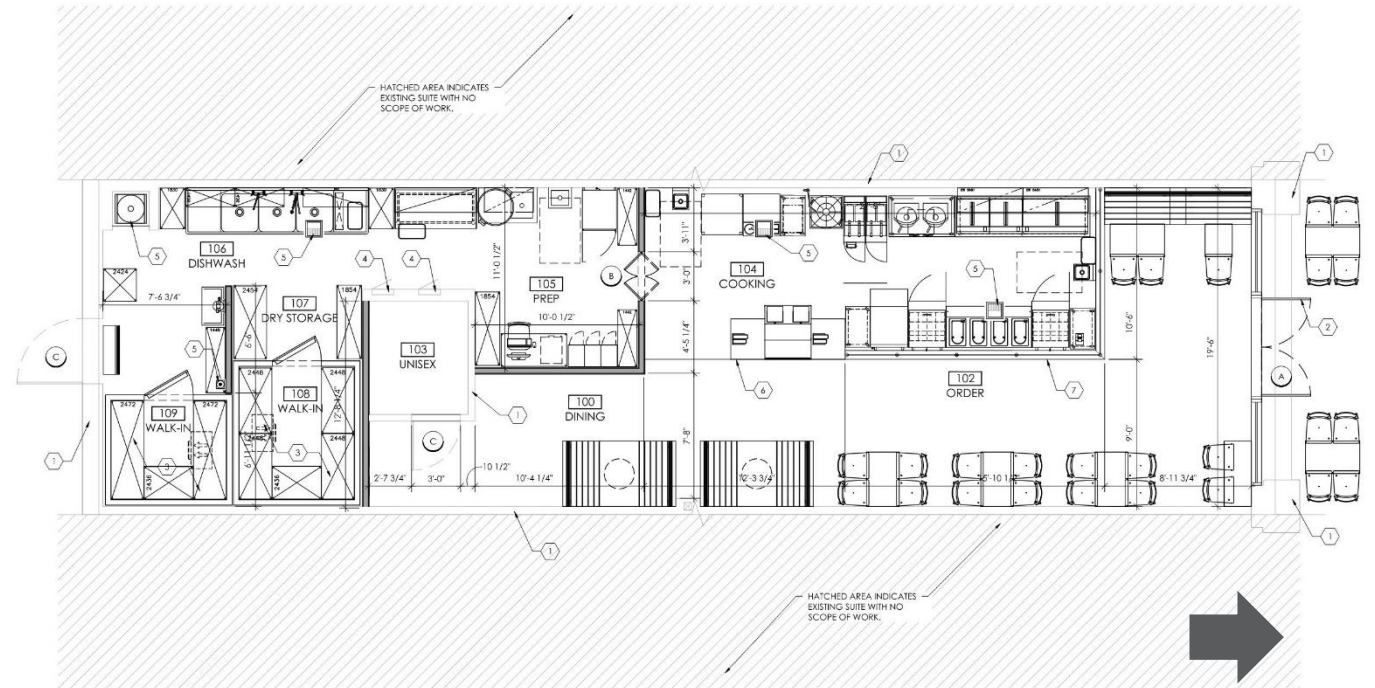
Present – Proposed SUP to allow restaurant



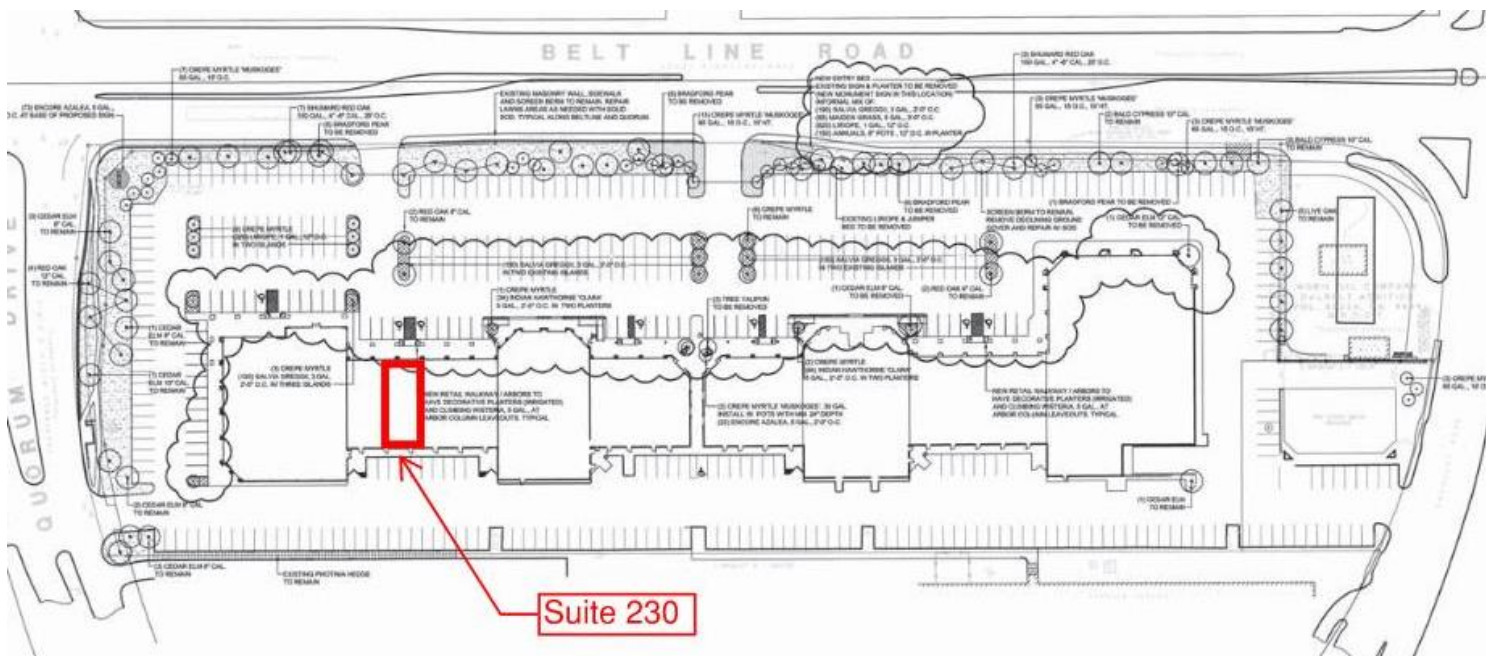
Case 1914-SUP Halal Guys

FLOOR PLAN:

- 1,440 SF of interior floor area
- Approx. 150 SF of patio area
- Seating for 28 indoors and 8 outdoors
- Hours of operation:
 - 10:30 am – 12:00 am, Sunday through Thursday
 - 10:30 am – 1:00 am Friday and Saturday



Case 1914-SUP Halal Guys



PARKING:

- No modifications are proposed to the parking at the center.
- The site exceeds the parking requirement.

OPEN SPACE AND LANDSCAPE:

- No modifications are proposed to the landscaping.

EXTERIOR APPEARANCE:

- Front entry door replacement.
- No other modifications are proposed to the exterior façade.

Case 1914-SUP Halal Guys

ADDISON

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 12

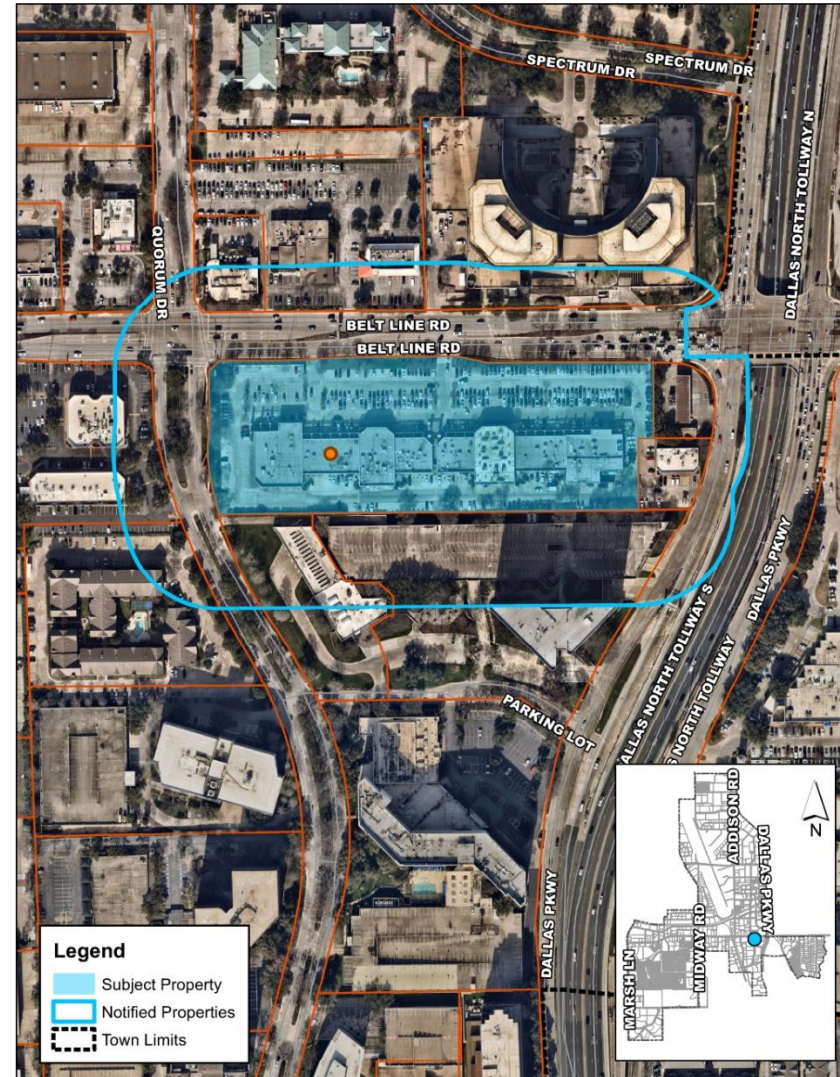
FOR: None.

AGAINST: None.

NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A RESTAURANT FOR THE PROPERTY LOCATED AT 5000 BELT LINE ROAD, SUITE 230; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on June 18, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1914-SUP) for a restaurant at the property located at 5000 Belt Line Road, Suite 230 (the “Subject Property”); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. 004-001; and

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

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

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

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

SECTION 2. A Special Use Permit authorizing a restaurant for the Subject Property, is hereby granted subject to the following conditions:

- (a) Prior to issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The SUP granted herein for a restaurant shall be limited to that particular area encompassing a total area not to exceed 1,600 square feet, inclusive of outdoor dining space, as designated on the floor plan attached hereto as **Exhibit A**.
- (c) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

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

SECTION 4. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the 25TH day of JUNE 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

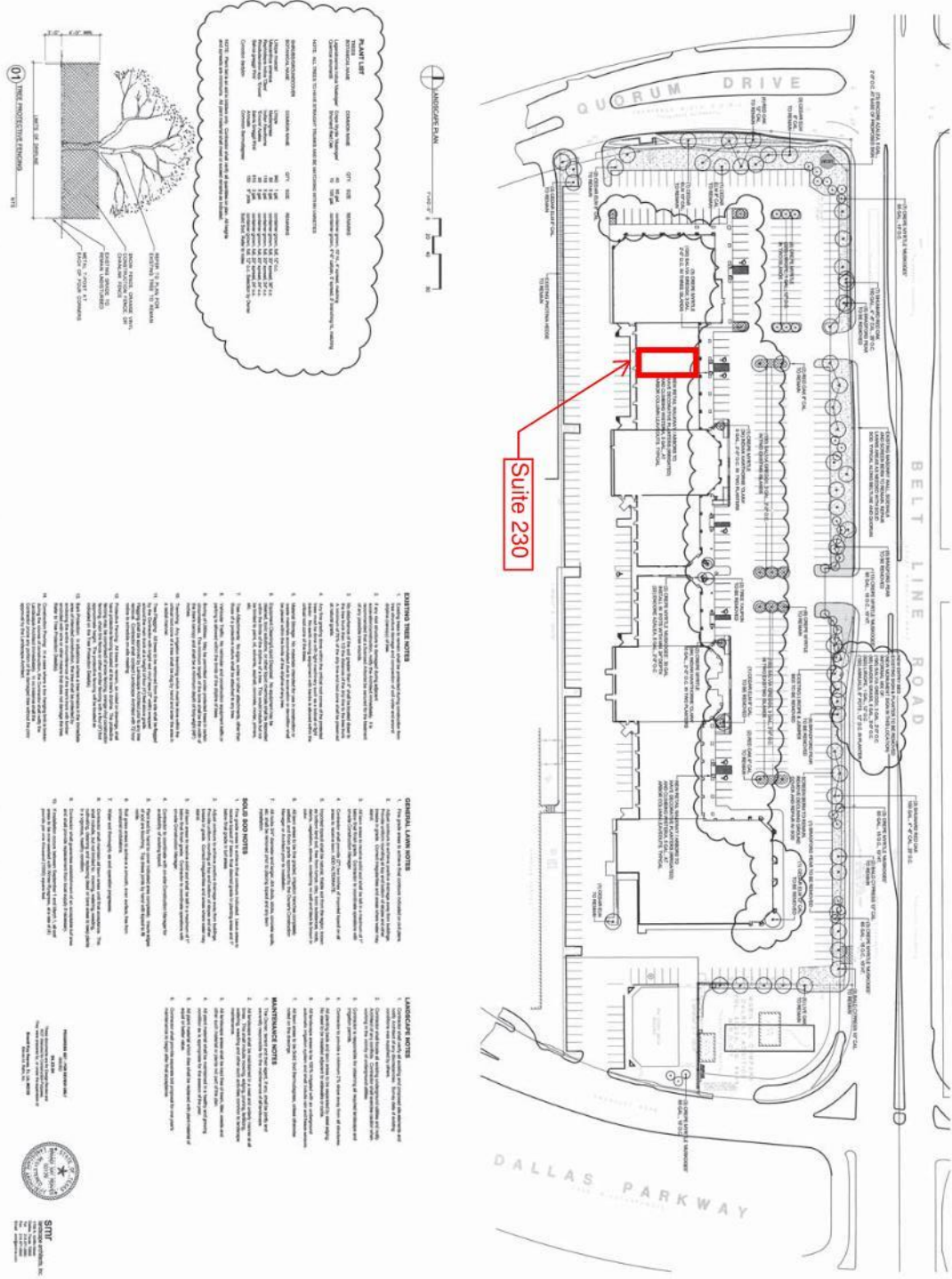
ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, Interim City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A



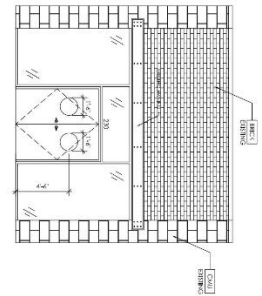
ENVIROPLAN Architects / Planners Dallas, Inc.
 8550 N. Central Expressway, Suite 1200, Dallas, Texas 75204
 Phone: 214-492-0811 Fax: 214-799-6649 Email: eap@envirop.com

Addison Walk
 ADDISON • TEXAS

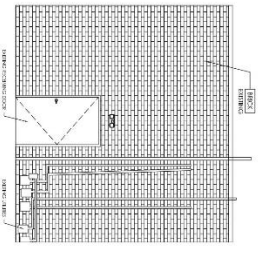
ADDISON
 117-21-210
 117-21-210

Renovation - Sidewalk Grading & Landscape Plans - Addison Walk

EXHIBIT A



01 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



02 PATIO ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NOTES

- A. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
- B. ALL MATERIALS AND FINISHES TO BE APPROVED BY THE TOWN OF ADDISON.
- C. OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF ADDISON.

PROJECT:
THE HALAL GUYS
RESTAURANT REMODEL

5000 BELTLINE ROAD, SUITE 230
ADDISON, TX 75254

DATE: 08/11/2020
DRAWN BY: JAC
CHECKED BY: JAC
PROJECT NO.: 2020-0234

REVISIONS:
No. Description Date

11344441 PAPER: 18" X 24" (11" X 17")
11344441 TITLE: 000
11344441 PROJECT: 2020-0234
11344441 SHEET: 001

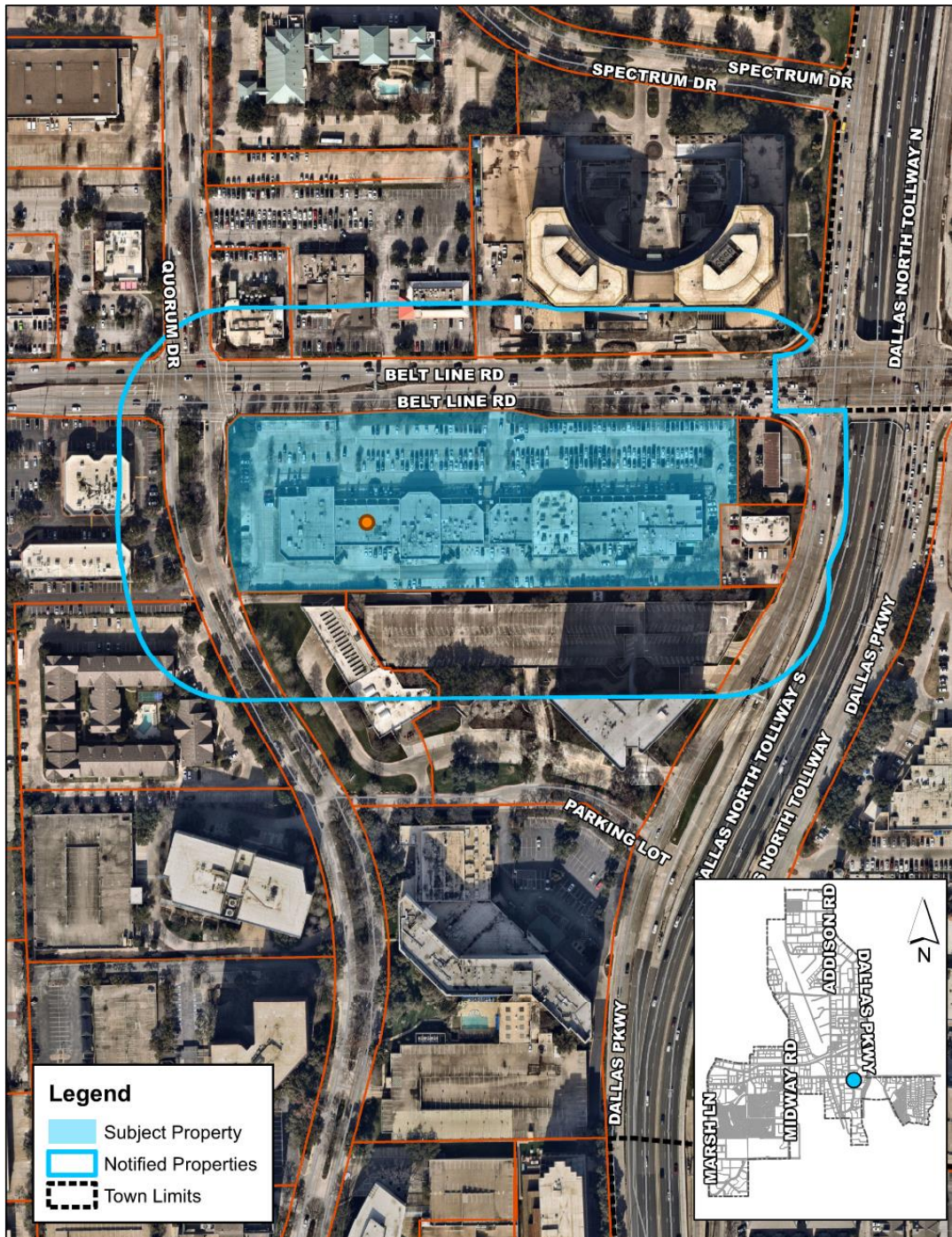
ROGUE

A200

1914-SUP

PUBLIC HEARING Case 1914-SUP/5000 Belt Line Road, Suite 230 Road (Halal Guys).
Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5000 Belt Line Road, Suite 230, that is currently zoned Planned Development (PD), through Ordinance No. 004-001, to allow a restaurant.

LOCATION MAP





June 18, 2024

STAFF REPORT

RE: 1914-SUP/5000 Belt Line Road, Suite 230 (Halal Guys)

LOCATION: 5000 Belt Line Road, Suite 230

REQUEST: Approval of a Special Use Permit for a restaurant (Application Date: 04/28/2024)

APPLICANT: Alex Henein, Rogue Entitlements, on behalf of Halal Guys

DISCUSSION:

Background: The subject property is located at Addison Walk, 5000 Belt Line Road. The site is generally situated at the southwest corner of Belt Line Road and the Dallas North Tollway. The proposed restaurant would occupy a currently vacant suite that was formerly occupied by GrabbaGreen. The property is zoned Planned Development (PD), [Ordinance No. 004-001](#).

Halal Guys is a quick-service restaurant that first began in 1990. The restaurant concept has expanded to over 400 locations across the world, providing a variety of chicken and gyro platters, rice, falafel, and unique sauces.

The restaurant will utilize Suite 230, an existing 1,440 square foot space. The restaurant also proposes to have two outdoor patio tables near the suite entrance, which will include approximately 150 square feet. The proposed operating hours are 10:30 am – 12:00 am, Sunday through Thursday and 10:30 am – 1:00 am on Friday and Saturday.

The PD Ordinance allows restaurants through the approval of an SUP. The proposed use complies with the site development standards associated with these ordinances.

Proposed Plan: With this request, Halal Guys proposes interior alterations and to utilize an existing outdoor space. The restaurant will provide seating for approximately 36 individuals (28 indoor and 8 patio seats). The interior floor plan is comprised of kitchen and service areas and dining area. The restaurant will utilize the existing solid waste facilities at the rear of the building.

Parking: There are no proposed modifications to the parking with this request. Based upon the current businesses occupying the site, including a combination of restaurant, retail, and fitness, 453 spaces are required. The site currently provides 474 spaces.

Ordinance No. 004-001 provides parking ratios for restaurants at 1 space per 160 square feet and, for restaurants with designated valet parking, 1 space per 100 square feet.

Exterior Facades: Halal Guys proposes to replace the front entry door into the suite, however, there are no additional modifications to the existing building façade proposed.

Landscaping and Open Space: There are no proposed modifications to the landscape plan that was approved via PD, Ordinance No. 004-001.

RECOMMENDATION: APPROVAL

The restaurant proposes to occupy a currently vacant suite and is providing a concept that is consistent and compatible with the existing uses within the center. The request does not include site modifications; therefore, it is unlikely to have a significant impact on the adjacent businesses.

Staff recommends approval of the request.



Case 1914-SUP/5000 Belt Line Road, Suite 230 (Halal Guys)

June 18, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant on a property located at 5000 Belt Line Road, Suite 230, which is currently zoned Planned Development (PD), Ordinance No. 004-001.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Trisha Stuart, 15755 Seabolt Place

On: none

Against: none



04/19/2024

RE: The Halal Guys
5000 Beltline Road, Suite 230
Addison, TX 75254

Dear Staff,

Project Overview:

On behalf of The Halal Guys, we are providing information regarding a proposed development at the address listed above. The project is a tenant finish out of an existing building located on an existing site. The intent is to infill the vacant space with a new Halal Guys restaurant.

The Halal Guys restaurant is committed to make luxury foods affordable to everyone. This building is approximately 1,440 square feet in size, with identifiable branding elements.

If you have any questions or concerns, please let me know.

Thank you,

Steven Cox
Senior Project Manager and Registered Architect
scox@roguearchitects.com

QUORUM DRIVE
(100' R.O.W.)

MEYERSON 1 ADDITION
BIG BEND BELTLINE INVESTMENTS, LLC
INST. 20100013324,
D.P.R.D.C.T.

BLOCK 1
ADDISON SCHOOL ADDITION
AL GONZALEZ
VOL. 80219, PG. 971,
D.R.D.C.T.

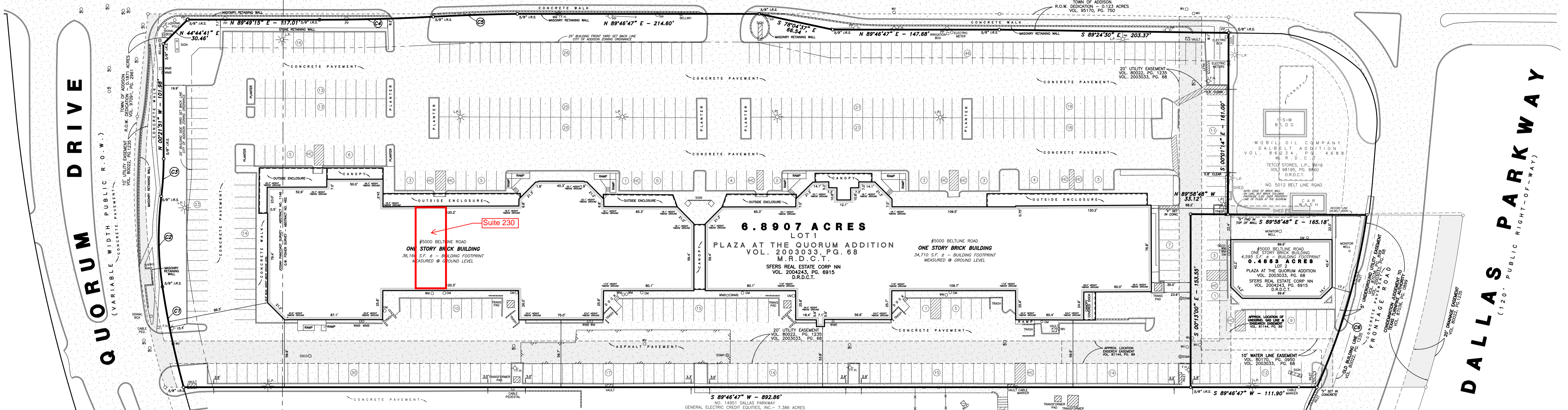
BLOCK 3
SPECTRUM CENTER-QUORUM REVISED
COP SPECTRUM CENTER, LLC
INST. 201000321813
D.P.R.D.C.T.

BELT LINE ROAD

(100' PUBLIC RIGHT-OF-WAY)

QUORUM DRIVE
(VARIABLE WIDTH PUBLIC R.O.W.)

DALLAS PARKWAY
(120' PUBLIC RIGHT-OF-WAY)



6.8907 ACRES
LOT 1
PLAZA AT THE QUORUM ADDITION
VOL. 2003033, PG. 68
M.R.D.C.T.
SFERS REAL ESTATE CORP NN
VOL. 2004243, PG. 6915
D.R.D.C.T.

0.4853 ACRES
LOT 2
PLAZA AT THE QUORUM ADDITION
VOL. 2003033, PG. 68
SFERS REAL ESTATE CORP NN
VOL. 2004243, PG. 6915
D.R.D.C.T.

TITLE NOTES:

- The survey of the property shown hereon was prepared with benefit of Chicago Title Insurance Company - Commitment For Title Insurance, OF No. 0AR14160A S12, effective date December 12, 2004, and according to items in Schedule B, "Exceptions From Coverage", the property is subject to the following:
 - Restrictive Covenants recorded in Volume 79106, Page 3981, Deed Records, Dallas County, Texas. As amended by First Amendment recorded in Volume 80191, Page 265, Deed Records, Dallas County, Texas, Second Amendment recorded in Volume 81203, Page 420, Deed Records, Dallas County, Texas, Third Amendment recorded in Volume 89139, Page 1132, Deed Records, Dallas County, Texas, and Fourth Amendment recorded in Volume 95137, Page 20, Deed Records, Dallas County, Texas. (Note: Instruments contain no plottable survey matters, with exception to the instrument recorded in Volume 79106, Page 3981, which contains provisions for building setback lines and landscape buffer areas measured from right-of-way lines per plat recorded in Volume 79100, Page 1895, (circa 1979), Map Records, Dallas County, Texas, and not from current right-of-way lines of Quorum Drive, Belt Line Road and Dallas Parkway, all as widened) Lots 1 & 2.
 - Easement granted to the City of Addison, recorded in Volume 80170, Page 950, Deed Records, Dallas County, Texas. (10 foot water line easement as shown hereon) Lot 2.
 - Easement granted to Enserch Corporation, recorded in Volume 81144, Page 89, Deed Records, Dallas County, Texas. Location of easement and adjacent underground gas line as shown hereon) Lot 2.
 - Twenty foot (20') utility easement, as shown by plate recorded in Volume 80022, Page 1235 and Volume 2003033, Page 68, Map Records, Dallas County, Texas. (As shown hereon) Lots 1 & 2.
 - Five foot (5') underground utility easement condemned by Texas Turnpike Authority in Dallas County Court, Cause No. cc-86-17063-c, Judgment recorded in Volume 87036, Page 899, Deed Records, Dallas County, Texas. (As shown hereon) Lot 2.

TITLE NOTES CONTINUED:

- (v) Terms, conditions and provisions contained in Lease Agreement between Crow Taylor #1, as Lessor, and Ninfo's Tacos el Carbon, Inc., as Lessee, notice of which is given by Assignment, Assumption and Consent recorded in Volume 84247, Page 4773, Deed Records, Dallas County, Texas. Lessee's interest assigned by instrument recorded in Volume 84247, Page 4808, Deed Records, Dallas County, Texas. (Instruments contain no plottable survey matters) Lot 1.
- (vi) Terms, Provisions, conditions, easements, obligations, assessments and liens contained in instrument recorded in Volume 79106, Page 3981, Deed Records, Dallas County, Texas; First Amendment recorded in Volume 80191, Page 265, Deed Records, Dallas County, Texas; Second Amendment recorded in Volume 81203, Page 420, Deed Records, Dallas County, Texas; Third Amendment recorded in Volume 89139, Page 1132, Deed Records, Dallas County, Texas and Fourth Amendment recorded in Volume 95137, Page 20, Deed Records, Dallas County, Texas. (Instruments contain no plottable survey matters) Lots 1 & 2.
- (vii) Joint Use Access Easement Agreement between Beltline Quorum Retail, Ltd. and Crow-Phoenix Limited Partnership, recorded in Volume 2003043, Page 11654, Deed Records, Dallas County, Texas. (Instrument contains no plottable survey matters) Lots 1 & 2.

ZONING NOTES:

- According to the Town of Addison, Planning and Zoning Department, the property shown hereon is currently zoned Planned Development No. 004-001, for "LR" - Local Retail Use, with parking standards for restaurants. Some of the general restrictions and requirements for the "LR" District, are listed as follows:
 - Permitted Uses: Antiques, aquarium, baker, bank, barber, books, cameras, cleaning, department store, drug store, electrical - retail & repair, exterminator, film - development & printing, florist, grocery, hardware, jewelry, library, mortuary, office, piano and musical instruments, plumbing (retail), shoe repair, walteria and wearing apparel, etc.
 - Height Regulations: Maximum height shall not exceed 2-1/2 standard stories or 29 feet.
 - Area Regulations: (a) Front Yard = 25 feet minimum from street. Lots with double frontage = 25 feet minimum both streets. (b) Side Yard = on corner lot = 25 feet each street. In "LR" District adjoining Single Family or Apartment districts, side yard = 10 feet. (c) Rear Yard = None, unless adjacent to Single Family or Apartment Districts, then 10 feet required.
 - Parking Regulations: Off-street parking space requirements are dependent on building use / floor area ratio, i.e.; General retail = 1 space per 200 square feet of floor area (1/200 s.f.); Furniture store = 1/1,000 s.f.; Medical or dental clinics = 1/200 s.f.; Banks = 1/300 s.f.; Office = 1/300 s.f.; Restaurant (reestanding) = 1/70 s.f., conditional if park of mixed use development.

~ CURVE TABLE ~

NO.	RADIUS	DELTA	ARC	CH. BEARING	CHORD
C1	791.50'	08°36'01"	91.18'	N 12°08'19" W	91.13'
C2	291.50'	15°50'30"	80.60'	N 00°55'03" W	80.34'
C3	238.50'	07°22'05"	33.24'	N 03°18'14" E	33.22'
C4	1810.50'	02°11'08"	100.83'	N 88°15'31" E	100.82'
C5	1783.50'	02°23'00"	74.80'	N 87°51'17" E	74.60'
C6	587.97'	16°08'38"	159.70'	S 15°56'09" W	159.18'

PARKING TABULATION	PARKING TABULATION
464 STANDARD PARKING SPACES 10 HANDICAP PARKING SPACES	25 STANDARD PARKING SPACES 2 HANDICAP PARKING SPACES
474 TOTAL PARKING SPACES	27 TOTAL PARKING SPACES
LOT 1 PROPERTY ADDRESS: NO. 5000 BELT LINE ROAD ADDISON, TEXAS 75001	LOT 2 PROPERTY ADDRESS: NO. 5000 BELT LINE ROAD ADDISON, TEXAS 75001

SURVEY PLAT

TO ALL PARTIES INTERESTED IN PREMISES SURVEYED:
This to certify that I have, this date, made a careful and accurate survey on the ground of the following described property:

BEING Lots 1 and 2, of Plaza at the Quorum Addition, an addition to the Town of Addison, Texas, according to the map thereof recorded in Volume 2003033, Page 68, Map Records, Dallas County, Texas.

SURVEYOR'S CERTIFICATION

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2011 and includes items 1, 2, 3, 4, 6, 7(a), 7(b), 7(c), 8, 9, 10, 11(b), 13 and 15 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS, and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as land surveyor registered in the State of Texas, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Dated this _____ day of _____, 2011.

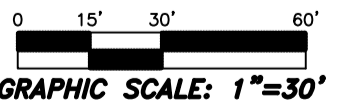
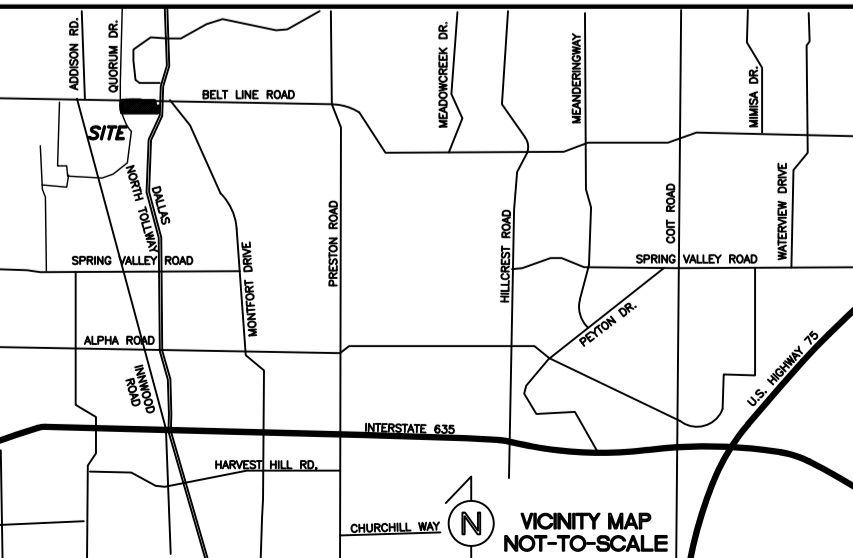
David Petree
Registered Professional Land Surveyor
Registration No. 1890

- ### LEGEND
- FH SET FIRE HYDRANT
 - CH SET CHISELED "X" FOUND
 - IR IRON ROD FOUND (SIZE AS NOTED)
 - OR IRON ROD SET (SIZE AS NOTED)
 - PP OVERHEAD UTILITY POLE W/ GUY
 - LW UNDERGROUND ELECTRIC OR TELEPHONE
 - LP LIGHT POLE
 - SM SANITARY SEWER MANHOLE
 - SW SAN. SWR. CLEAN OUT
 - GV GAS VALVE
 - WV WATER VALVE
 - T TREE
 - GTE GTE FIBRE OPTIC CABLE

FLOOD NOTE

According to the Federal Management Agency, Flood Insurance Rate Map Community Panel number 4811300180 J, dated August 23, 2001, this property within Flood Zone X. Zone X (Unshaded) - Area of minimal flooding.

This flood statement does not imply that the property and/or structure thereon will be free from flooding or flood damage. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

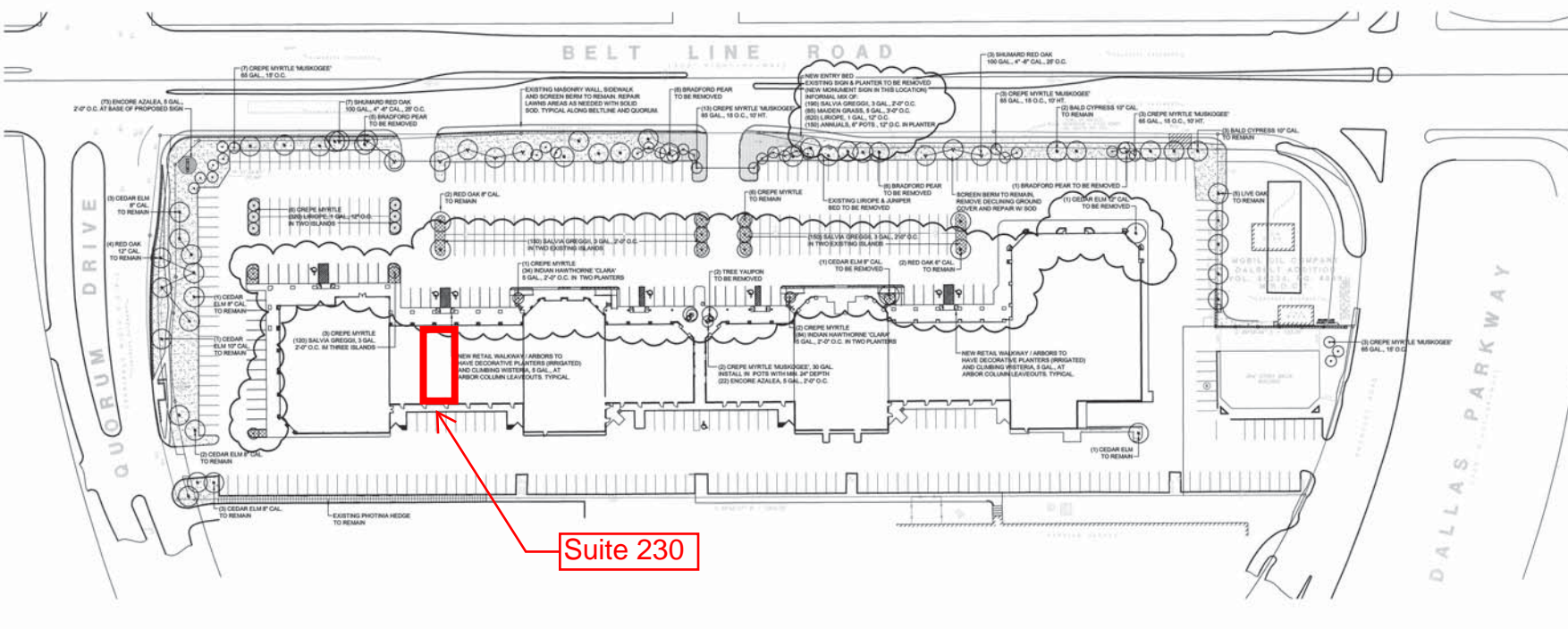


ALTA/ACSM LAND TITLE SURVEY
7.3760 ACRES
LOT 1 & 2
PLAZA AT THE QUORUM ADDITION
CITY OF ADDISON, DALLAS COUNTY, TEXAS

BY: DAVID PETREE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 1890
11015 MIDWAY ROAD
DALLAS, TEXAS 75229
PH. (214) 358-4500
FX. (214) 358-4800

DATE: AUGUST 16, 2011
SCALE: 1" = 30'

BELTLINEQUORUMLOT1&2UPDT01132005.DWG



Suite 230



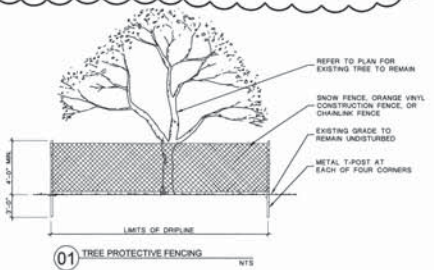
PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE	REMARKS
Lagerströmia indica 'Makoye'	Crepe Myrtle 'Makoye'	43	66 gal.	container grown, 12" H., 4" spread, matching
Quercus shumardii	Shumard Red Oak	10	100 gal.	container grown, 4" H., 4" cal., 20" c.o.

NOTE: ALL TREES TO HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES

BURLEIGH/ROOFCOVER	COMMON NAME	QTY	SIZE	REMARKS
Urtica dioica	Urtica	540	1 gal.	container grown, 8" H., 12" c.o.
Mesochorus areolaris	Mesochorus	88	6 gal.	container grown, 8" H., 20" spread, 20" c.o.
Neptostema indica 'Coral'	Indian Hawthorne	118	6 gal.	container grown, 8" H., 20" spread, 24" c.o.
Rhododendron spp. 'Tropic'	Tropic Azalea	98	6 gal.	container grown, 8" H., 20" spread, 24" c.o.
Saxifraga oppositifolia	Saxifrage 'Opposite'	610	3 gal.	container grown, 8" H., 20" spread, 24" c.o.
Cyclodon dactyloides	Arms	150	6" pots	container grown, 8" H., 12" c.o. Standard by Chamer Solid Soil. Refer to notes.

NOTE: Plant list is an add to bid only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed standards as indicated.



EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from the structure, drainage and removal of soil, and other and avoid (parcels) of trees.
- If any root structures are damaged during adjacent construction, notify the Architect immediately. It is recommended that a qualified arborist be secured for the treatment of any possible tree wounds.
- No disturbance of the soil greater than 4" shall be loaded closer to the tree trunk than 1/3 the diameter of the drip line to the tree trunk. A minimum of 75% of the soil depth and root zone shall be preserved at all times.
- Any fine grading done within the critical root zone of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated at the construction or demolition site shall be placed within the limits of the drip line of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, fuel, lubricants, or other liquid chemicals shall be disposed within the limits of the drip line of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, masonry, grout, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicle Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the drip line of any tree.
- Storage of Utilities: They be permitted under protected trees in certain circumstances. The maximum length of the line shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48") inches.
- Trimming: Any irrigation branching which must be done within the critical root zone of a tree shall be bag by hand and enter the area in a sealed manner.
- The Flipping: All trees to be removed from the site shall be bagged by the Contractor with length of 10' and 12" wide (12") bags wrapped around the main trunk at a height of four (4') feet above grade. Flipping shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72-hour notice to schedule on-site meetings.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. The protective fencing may be constructed of snow fencing, orange and construction fencing, chain link fence or other similar fencing with a four (4') feet approximate height. The protective fencing shall be installed as indicated on the Tree Protection Details.
- Bulk Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Details.
- Construction Fencing: In a case where a tree hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. It is recommended that the Contractor provide any portion of the damaged tree without the prior approval by the Landscape Architect.

GENERAL LAWN NOTES

- Final grade areas to achieve final contours indicated on all plant plans.
- Adjust contours to achieve positive drainage areas from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid soil shall be left in a maximum of 1" below final grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor shall provide (2") inch inches of imported topsoil on all areas to receive lawn. (SEE ATTACHMENT).
- Imported topsoil shall be natural, native soil from the region, known as bottom land soil, free from lumps, clay, toxic substances, rocks, debris, vegetation, stones, containing no soil and free to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely filled, and final grade approved by the Owner/Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spalls, etc. shall be removed prior to placing topsoil and any lawn installation.

SOLID SOIL NOTES

- Final grade areas to achieve final contours indicated. Leave areas to receive topsoil 2" below final desired grade to grading areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid soil shall be left in a maximum of 1" below final grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for installation of existing topsoil.
- Plant soil to be laid in place indicated area completely. Iron edge of soil area by hand with spread 18" wide.
- Roll grass areas to achieve a smooth, even surface, free from structural undulations.
- Water soil thoroughly as seed operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not be limited to: mowing, watering, weeding, outplanting, clearing and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all seed areas to be covered with Winter Blankets, at a rate of (2) pounds per one thousand (1000) square feet.

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was furnished by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Soil Bermuda grass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of the landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, weeding, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of the plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate list provided for one year's maintenance to begin after final acceptance.

PROGRESS SET - FOR REVIEW ONLY
 04.23.24
 These drawings are the property of and NOT intended for Contractor's use. The use of these drawings without the written consent of the Designer is prohibited.
 David Ray, Designer, P.L.L.C. MEMPHIS
 Steven H. Parks, Inc.



SMF landscape architects, inc.
 17015 Dallas Road
 Dallas, Texas 75244
 Tel: 214-412-0000
 Fax: 214-412-0000
 Email: enviroplan@aol.com



DATE	11.21.03
PROJECT	ADDISON WALK
SHEET NO.	LANDSCAPE PLAN
TOTAL SHEETS	110

SEATING COUNT

2 TOP BANQUETTE x	2	=	4
4 TOP BANQUETTE x	1	=	4
4 TOP TABLE x	3	=	12
4 TOP BOOTH x	2	=	8
TOTAL INTERIOR DINING:	8		28
4 TOP TABLE x	2	=	8
TOTAL PATIO DINING:			8
TOTAL DINING:	10		36

GENERAL NOTES

- A. ALL DIMENSIONS ARE SHOWN TO FACE OF STUD. UNO.
- B. ALL INTERIOR GYPSUM BOARD TO BE TO MIN. LEVEL 4 FINISH. ALL GYPSUM BOARD WALLS TO RECEIVE PAINT TO HAVE LEVEL 5 FINISH.
- C. ADD DUROCK CEMENT BOARD OR EQUAL FROM FINISH FLOOR TO 24" A.F.F. ON ALL KITCHEN AND BATHROOM WALLS. PROVIDE DUROCK CEMENT BOARD OR EQUAL TOP TO BOTTOM ON ALL WALLS IN MOP SINK STALL.
- D. USE DUROCK CEMENT BOARD OR EQUAL AT WET WALLS & BEHIND PLUMBING FIXTURES.
- E. EXTERIOR ENTRANCE THRESHOLD MAY NOT EXCEED REQUIRED ADA MAXIMUM HEIGHT OF 1/2" RAISED THRESHOLDS AND FLOOR LEVEL CHANGES AT ACCESSIBLE DOORWAYS TO BE BEVELED WITH A SLOPE NO GREATER THAN 1:12.
- F. ALL DOORS TO PROVIDE 32" MIN CLEAR OPENING WHEN OPENED TO 90 DEGREE POSITION. UNO.
- G. VERIFY ALL DOORS, HARDWARE AND FRAMES MEET TENANT AND CODE REQUIREMENTS.
- H. REFER TO PLUMBING AND ELECTRICAL PLANS FOR FRAMING AREAS TO RECEIVE AND COORDINATE ROUGH-IN AREAS.
- I. PER HEALTH DEPT., GC TO PROVIDE IN USE COVER ON ELECTRICAL OUTLETS IN AREAS OF SPLASH/SOIL/SPRAY IN KITCHEN/DISH AREAS.
- J. UTILITY LINES & PIPES TO BE SPACED TO ALLOW FOR CLEANING OF WALLS/FLOORS.
- K. ALL HAND SINKS EXCEPT IN RESTROOMS TO BE PROVIDED WITH 4" WRIST ACTION (WING STYLE) HANDLES.
- L. SOAP & TOWEL DISPENSERS NOT TO BE MOUNTED OVER AREAS USED TO STORE FOOD, CLEAN EQUIPMENT, UTENSILS, LINENS, OR SINGLE SERVICE ARTICLES.

KEYNOTES NOTES

- 1 EXISTING CONSTRUCTION TO REMAIN AS IS
- 2 ADDRESS AND UNIT IDENTIFICATION MOUNTED AT FRONT ENTRY. NUMBERS SHALL BE A MINIMUM OF 4" IN CONTRASTING COLOR FROM BACKGROUND.
- 3 WALK-IN COOLER/FREEZER, RE: KITCHENS
- 4 EXISTING ELECTRICAL PANELS, RE: ELECTRICAL
- 5 FLOOR DRAINS, SINKS, MOP SINK, RE: PLUMBING
- 6 LINE OF SOFFIT ABOVE.
- 7 NEW HALF WALL WITH GLASS GUARD



513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
817.820.0433o 682.224.8917f

NOT FOR CONSTRUCTION

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

PROJECT:
THE HALAL GUYS
RESTAURANT REMODEL

5000 BELLINE ROAD, SUITE 230
ADDISON, TX 75254

MILESTONES:

Description	Date
As-Built Package	03.21.24
Special Use Package	04.19.24
Issue For Permit Set	06.07.24

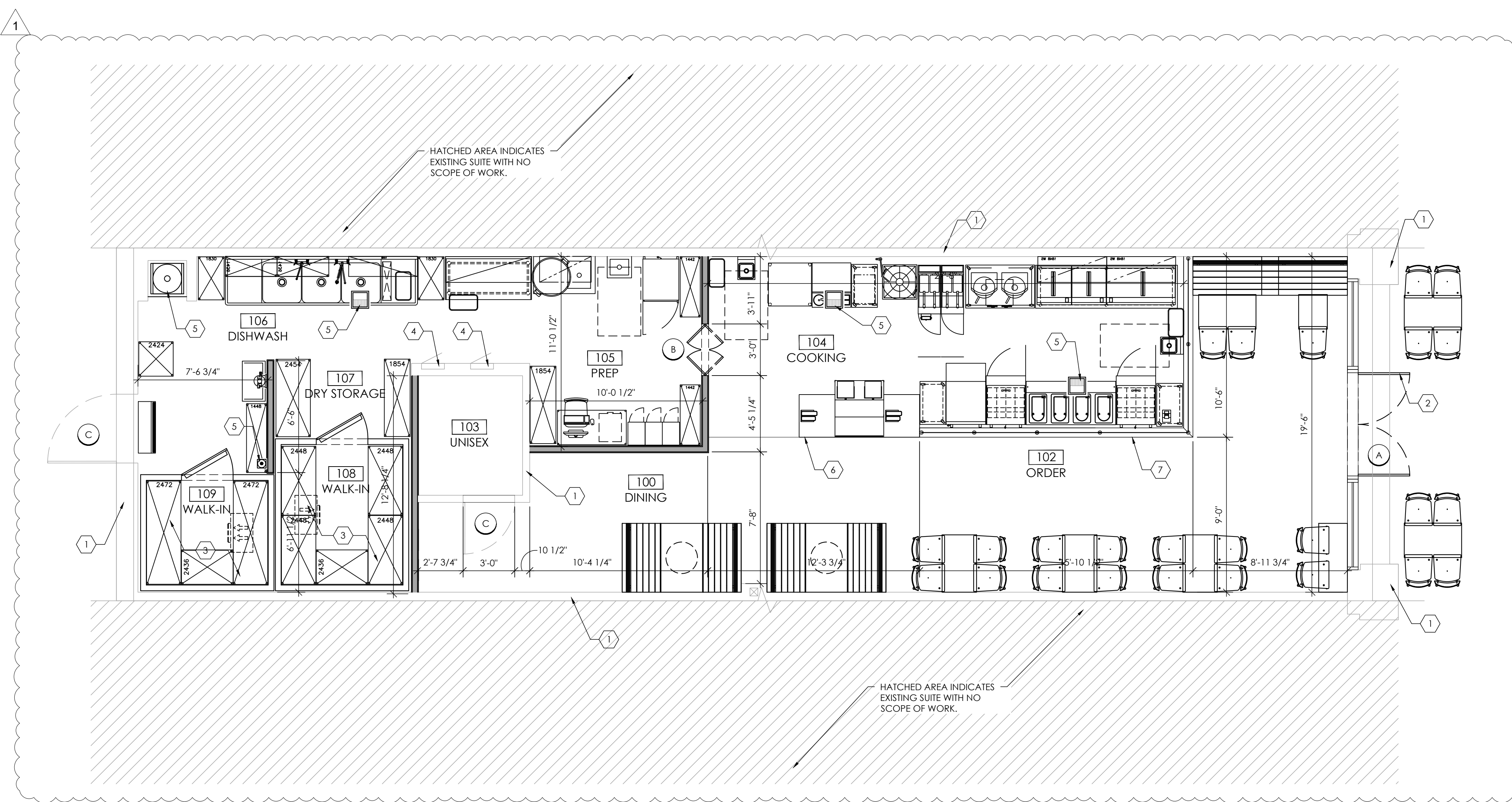
REVISIONS:

No.	Description	Date
1	SUP Comments	05.30.24

PROJECT NO: 24-0066
DRAWN BY: S.C.
REVIEWED BY: S.C.

SHEET TITLE:
ZONING FLOOR PLAN

SHEET NUMBER:
A100



01 FLOOR PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

- A. GC TO VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION START. GC TO NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- B. GC TO PROTECT AND PRESERVE ALL EXISTING CONSTRUCTION TO REMAIN.
- C. EXTERIOR SIGNAGE BY OTHERS UNDER SEPARATE PERMIT. EXTERIOR SIGNAGE TO BE CENTERED ON TENANT STOREFRONT. SUBJECT TO LANDLORD APPROVAL.



513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
817.820.0433o 682.224.8917f

NOT FOR CONSTRUCTION

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ARCHITECT OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK. DO NOT SCALE DRAWINGS.

PROJECT:
THE HALAL GUYS
RESTAURANT REMODEL

5000 BELLUNE ROAD, SUITE 230
ADDISON, TX 75254

MILESTONES:

Description	Date
As-Built Package	03.21.24
Special Use Package	04.19.24
Issue For Permit Set	XX.XX.24

REVISIONS:

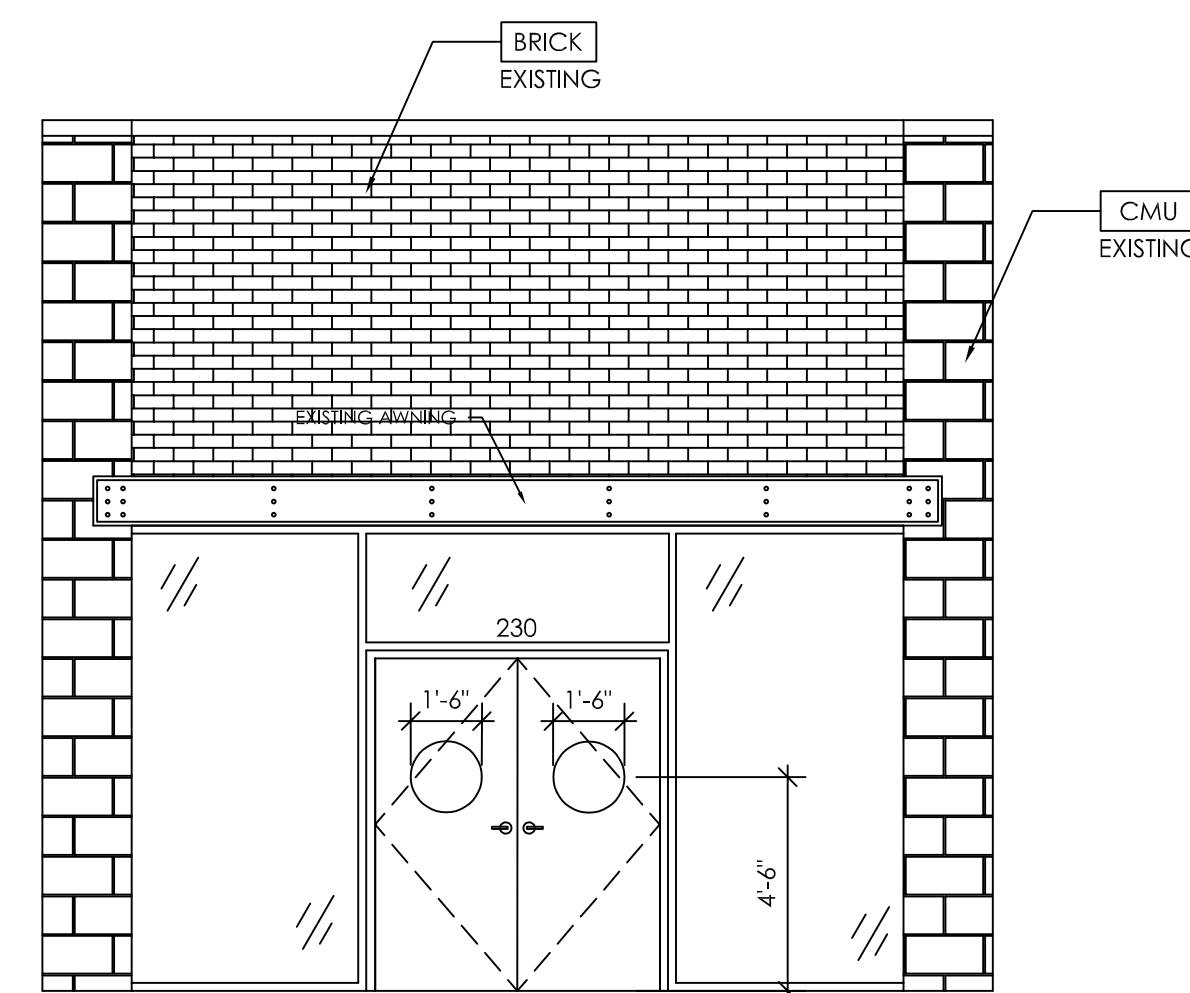
No.	Description	Date

PROJECT NO: 23-0066
DRAWN BY: P.M.
REVIEWED BY: S.C.

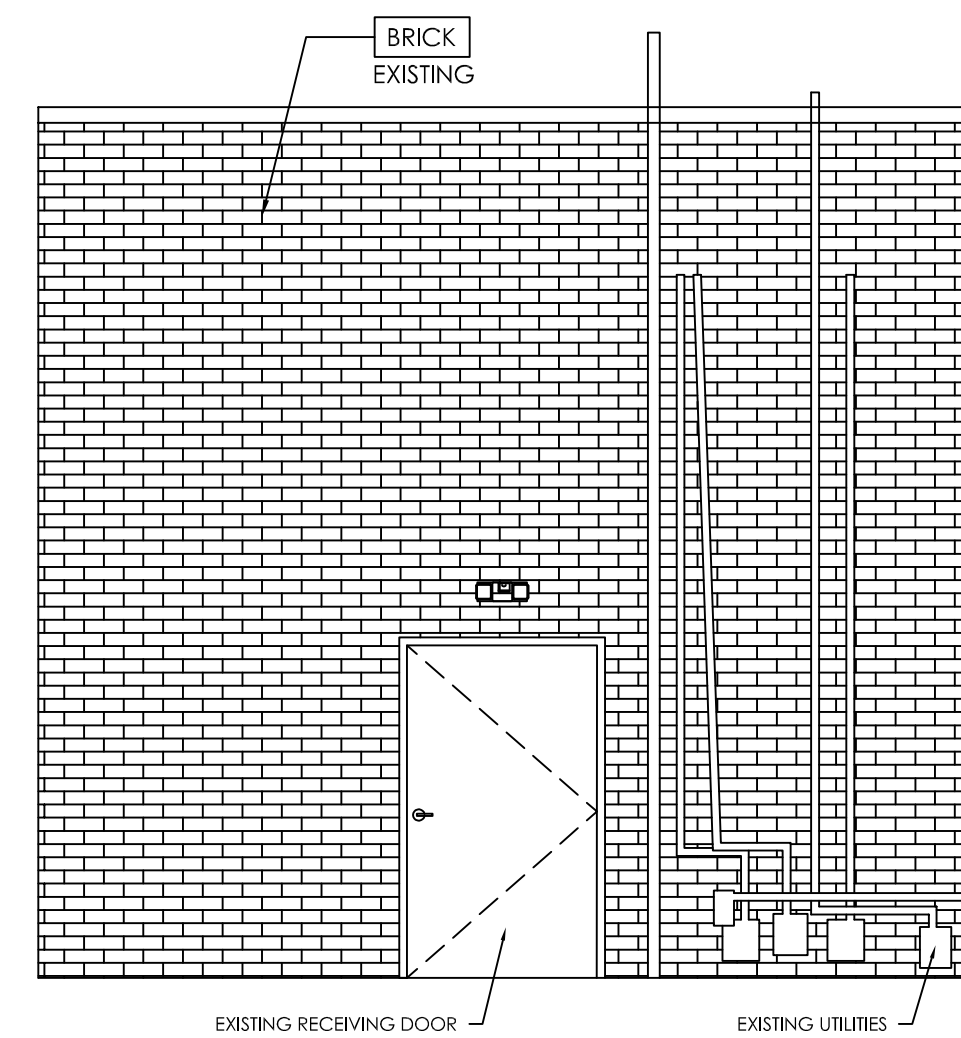
SHEET TITLE:
**EXTERIOR
ELEVATION**

SHEET NUMBER:

A200



01 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



02 PATIO ELEVATION
SCALE: 1/4" = 1'-0"

City Council (FY24)

5. c.

Meeting Date: 06/25/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 3767 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance Nos. 092-037 and 097-018, to allow a restaurant. Case 1917-SUP/3767 Belt Line Road (Krak Boba).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant on a property located at 3767 Belt Lin Road, which is currently zoned Planned Development (PD), Ordinance Nos. 092-037 and 098-049.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Trisha Stuart, 15755 Seabolt Place

On: none

Against: none

RECOMMENDATION:

Administration recommends approval.

Attachments

1917-SUP Presentation

1917-SUP Ordinance

1917-SUP Staff Report

1917-SUP Letter of Intent

1917-SUP Plans

**Krak Boba
Special Use Permit
(1917-SUP)**

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

Case 1917-SUP Krak Boba

ADDISON

LOCATION:

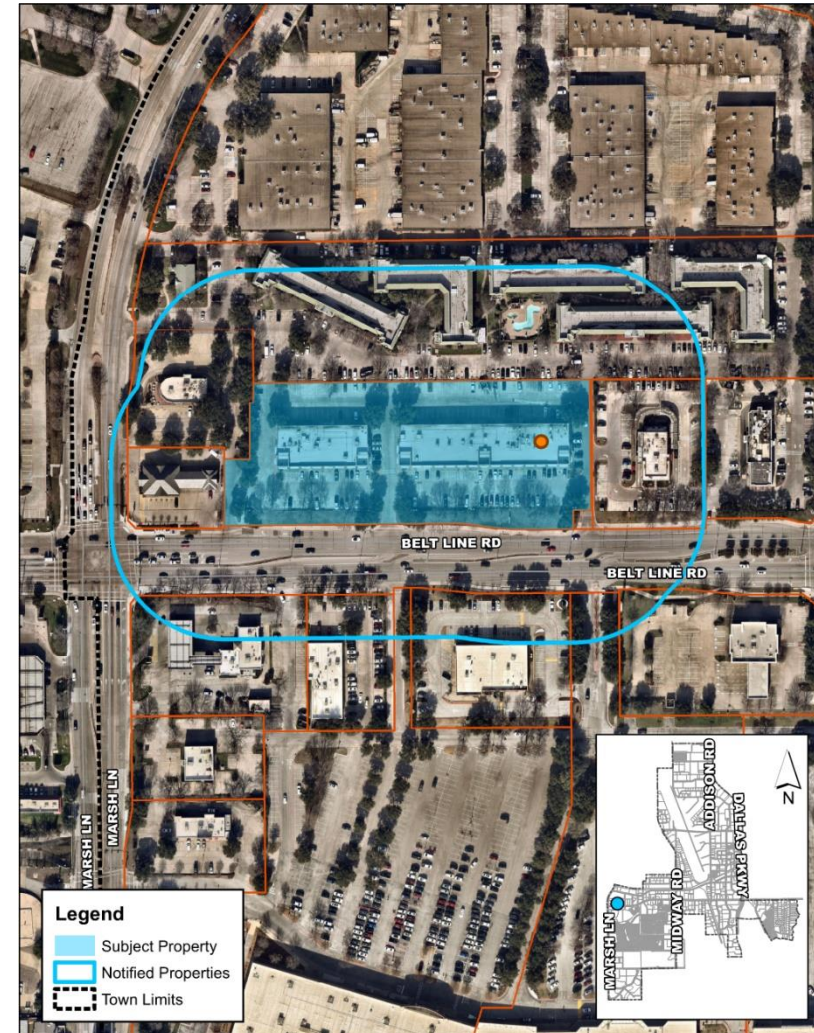
3767 Belt Line Road

REQUEST:

Approval of a Special Use Permit for a restaurant.

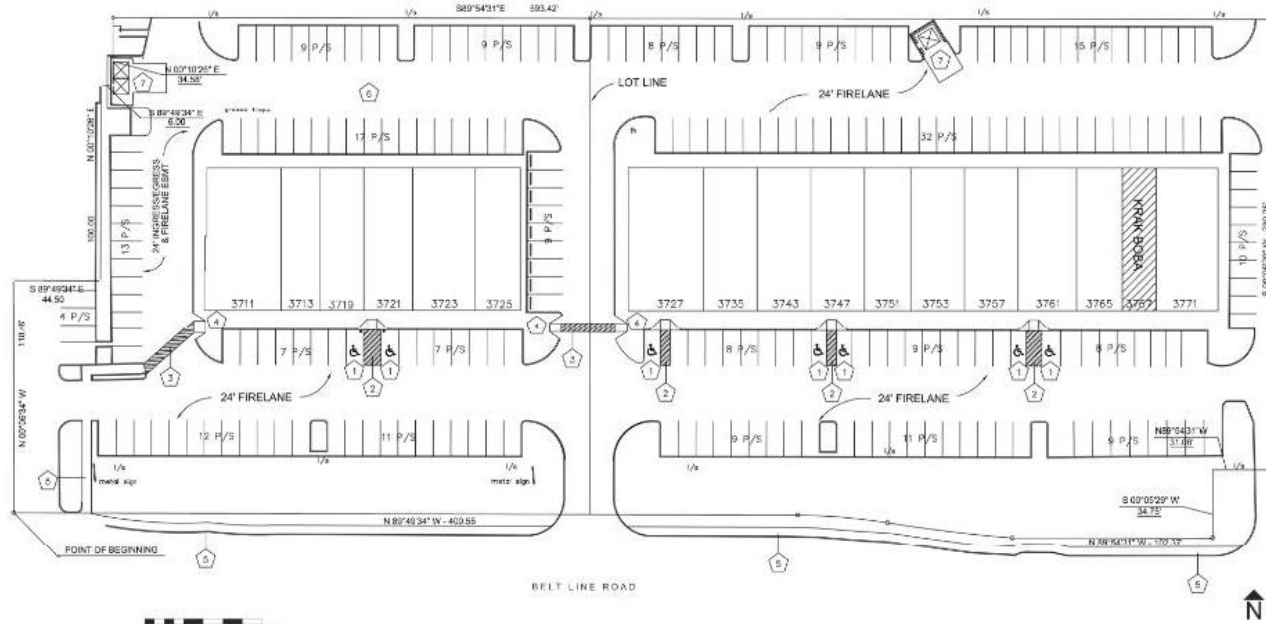
ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed restaurant use, and associated site conditions at the subject property.



Case 1917-SUP Krak Boba

ADDISON



PROJECT HISTORY:

1992 – Rezoned from Industrial-1 to PD, Ordinance No. 092-037.

1998 – PD Amendment, Ord. No. 098-049, to approve development plans for current center.

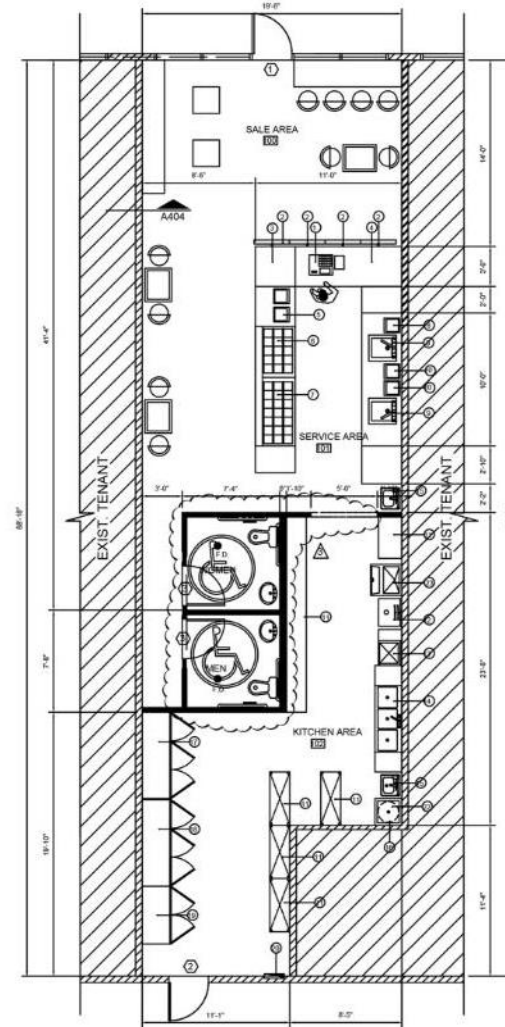
Early 2000s – Addison Plaza constructed.

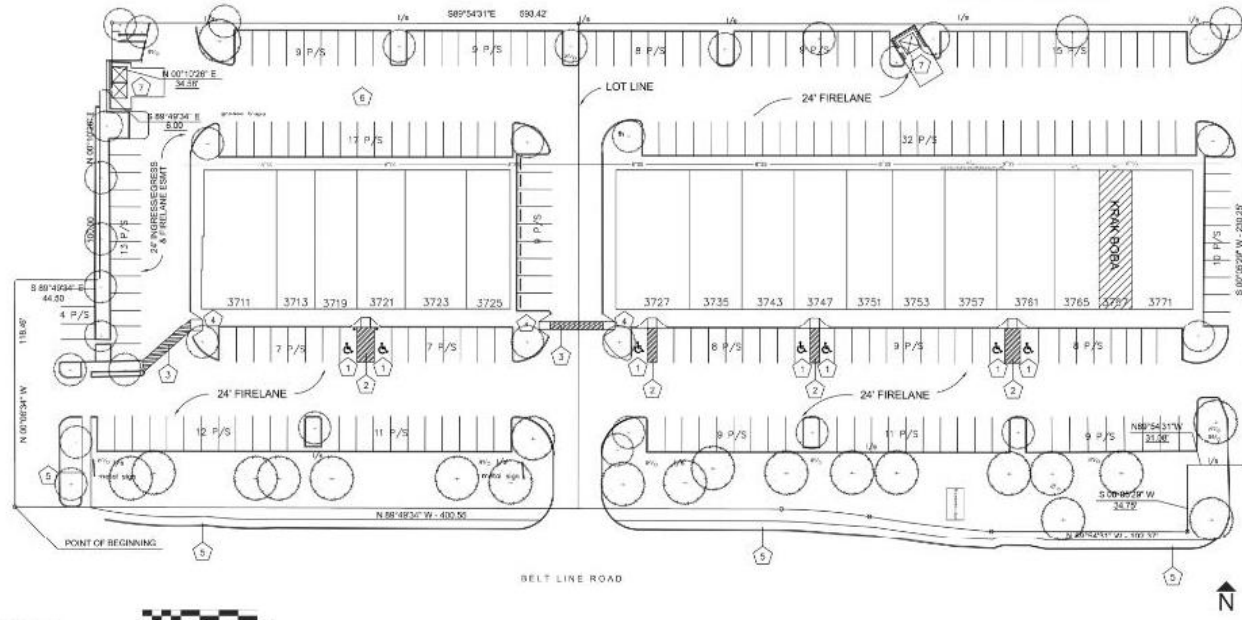
Present – Proposed SUP to allow restaurant

Case 1917-SUP Krak Boba

FLOOR PLAN:

- 1,298 SF of interior floor area
- Seating for 28 indoors
- Hours of operation:
 - 11:00 am – 9:00 pm, Sunday through Thursday
 - 11:00 am – 10:00 pm Friday and Saturday





PARKING:

- No modifications are proposed to the parking at the center.
 - 227 Parking Spaces Required
 - 226 Parking Spaces Provided

OPEN SPACE AND LANDSCAPE:

- No modifications are proposed to the landscaping.

EXTERIOR APPEARANCE:

- No modifications are proposed to the exterior façade.

Case 1917-SUP Krak Boba

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 12

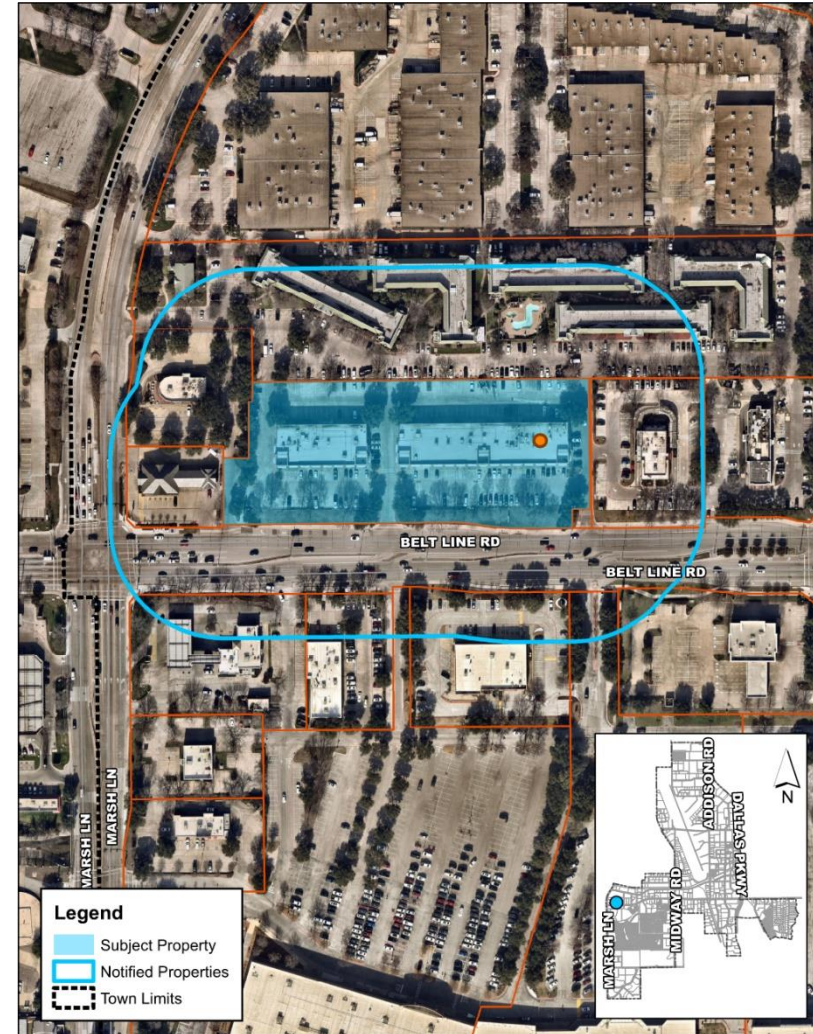
FOR: None.

AGAINST: None.

NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

Approval: 7-0



RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A RESTAURANT FOR THE PROPERTY LOCATED AT 3767 BELT LINE ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on June 18, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No. 1917-SUP) for a restaurant at the property located at 3767 Belt Line Road (the “Subject Property”); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. 092-037, as amended by Ordinance No. 098-049; and

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

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

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

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

SECTION 2. A Special Use Permit authorizing a restaurant for the Subject Property, is hereby granted subject to the following conditions:

- (a) Prior to issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans which are attached hereto as **Exhibit A** and made a part hereof for all purposes.
- (b) The SUP granted herein for a restaurant shall be limited to that particular area encompassing a total area not to exceed 1,300 square feet, inclusive of outdoor dining space, as designated on the floor plan attached hereto as **Exhibit A**.
- (c) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

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

SECTION 4. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the 25TH day of JUNE 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

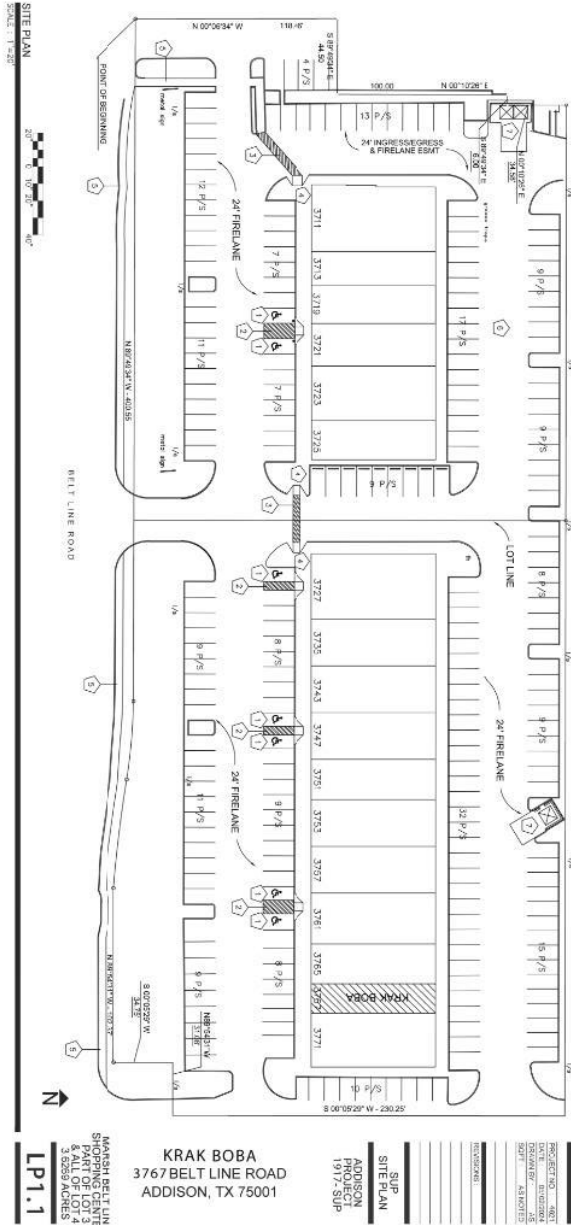
ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, Interim City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

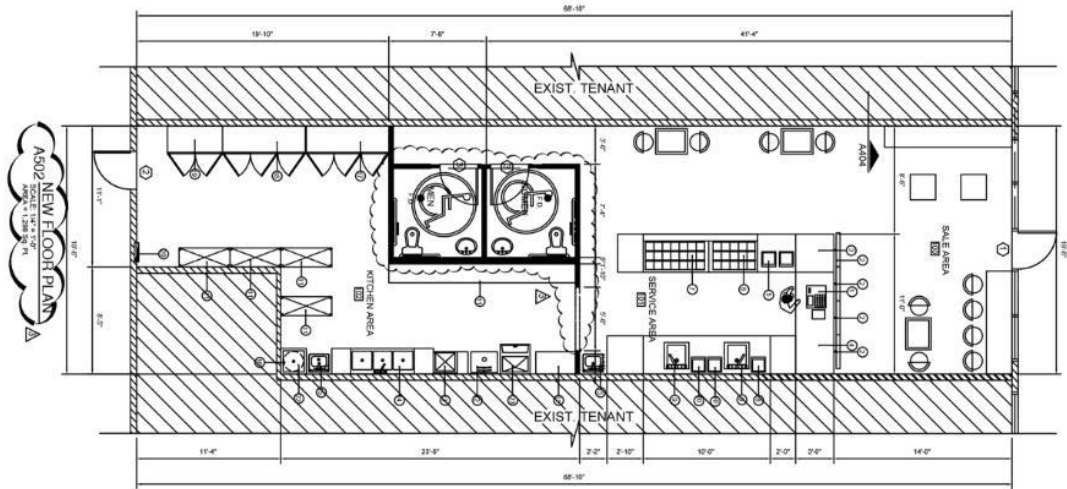


PROJECT INFORMATION	
PROJECT NAME	KRAK BOBA
OWNER	MANISH TRADING INC.
DESIGNER	MANISH TRADING INC.
DATE	02/24/17
PROJECT LOCATION	3767 BELT LINE RD, ADDISON, TX 75001
TOWN OF ADDISON SITE PLAN NOTES	SEE TOWN OF ADDISON WEBSITE FOR MORE INFORMATION.

KEY NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

EXHIBIT A



PROJECT INFORMATION

PROJECT: 3719 BELT LINE ROAD, ADDISON, TX 75001
 PREPARED BY: CALVERT TRADING, INC.
 DRAWING NO.: 1917-SUP-3767-FLOOR PLAN
 DATE: 01/02/2024
 SCALE: AS SHOWN
 SHEET: 1 OF 1
 PROJECT MANAGER: J. R. HARRIS
 DESIGNER: J. R. HARRIS
 CHECKER: J. R. HARRIS
 DATE PLOTTED: 01/02/2024
 PLOT SCALE: 1/8" = 1'-0"

CALVERT TRADING, INC.
 3719 BELT LINE ROAD
 ADDISON, TX 75001
 TEL: 972-488-1179
 FAX: 972-488-1179
 WWW.CALVERTTRADING.COM

OWNER (TEKAMANT)
KRAV BOBA
 3127 BELT LINE RD
 ADDISON, TX 75001
 P: 488-6179
 F: 488-6179
 CONTACT: PHILIP BIM

PROJECT ARCHITECT
FLAFA LLC
 1400 HODGSON STE 170
 DALLAS, TX 75247
 214-911-7424
 WWW.FLAFALLC.COM

PROJECT MANAGER
CALVERT TRADING, INC.
 3719 BELT LINE ROAD
 ADDISON, TX 75001
 972-488-1179
 WWW.CALVERTTRADING.COM

DESIGNER
CALVERT TRADING, INC.
 3719 BELT LINE ROAD
 ADDISON, TX 75001
 972-488-1179
 WWW.CALVERTTRADING.COM

PROJECT NO.: A502
DATE: 01/02/2024
OWNER: KRAB BOBA
SCALE: AS SHOWN
SHEET: 1 OF 1

REVISIONS:

SIIP
FLOOR PLAN
 ADDISON
 A502
 1917-SUP

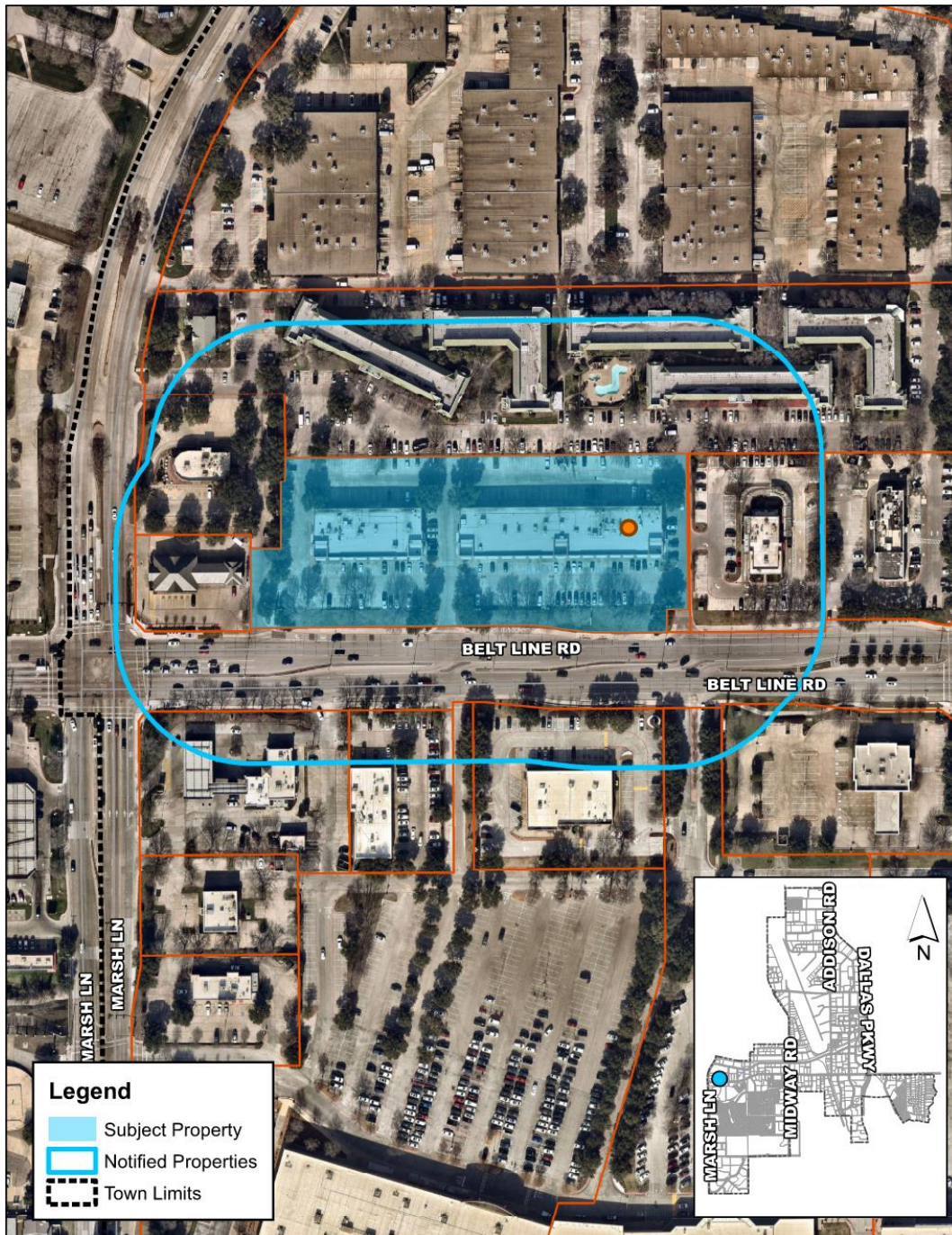
POKEWORKS
 3719 BELT LINE ROAD
 ADDISON, TX 75001

MARSH BELT LINE
 3719 BELT LINE ROAD
 PART OF LOT 3
 & ALL OF LOT 4
 SECTION 30
 TARRANT
A102

1917-SUP

PUBLIC HEARING Case 1917-SUP/3767 Belt Line Road (Krak Boba). Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 3767 Belt Line Road, that is currently zoned Planned Development (PD), through Ordinance Nos. 092-037 and 097-018, to allow a restaurant.

LOCATION MAP





June 18, 2024

STAFF REPORT

RE: 1917-SUP/3767 Belt Line Road (Krak Boba)
LOCATION: 3767 Belt Line Road
REQUEST: Approval of a Special Use Permit for a restaurant
(Application Date: 05/03/2024)
APPLICANT: Phillip Kim, Krak Boba

DISCUSSION:

Background: The subject property is located within Addison Plaza, 3767 Belt Line Road. The site is generally situated at the northeast corner of Belt Line Road and Marsh Lane. The proposed restaurant occupies a suite that was formerly occupied by a salon. The property is zoned Planned Development (PD), [Ordinance No. 092-037](#), later amended by [Ordinance No. 098-049](#).

The Town's Zoning Ordinances allows some specialty stores, such as a bakery, ice cream parlor, or coffee shop, that do not offer onsite consumption of food or beverage, to be allowed by right. Krak Boba had their grand opening in May 2024, and is requesting onsite seating via this SUP.

Krak Boba originated in Riverside, California and has expanded to 22 stores across the United States. The group provides a variety of boba drinks, smoothies, and teas. The restaurant occupies an existing 1,298 square foot space. The restaurant proposes to provide indoor seating. The operating hours are 11:00 am – 9:00 pm, Sunday through Thursday and 11:00 am – 10:00 pm on Friday and Saturday.

The PD Ordinance allows restaurants through the approval of an SUP. The proposed use complies with the site development standards associated with these ordinances.

Proposed Plan: With this request, Krak Boba will offer indoor seating for 28 individuals at their restaurant. The interior floor plan is comprised of kitchen and service areas and dining area. The restaurant will utilize the existing solid waste facilities at the rear of the building.

Parking: There are no proposed modifications to the parking with this request. Based upon the current businesses occupying the site, including a combination of restaurant, retail, and fitness, 227 spaces are required on site. The site currently provides 226 spaces.

Given the mix of existing businesses and the differing peak hours, staff does not have concerns regarding the 1 space deficit. Additionally, Krak Boba is not proposing to offer food and customers will likely have a lower than average customer visit duration.

Exterior Facades: Krak Boba does not propose any modifications to the existing building façade.

Landscaping and Open Space: There are no proposed modifications to the landscape plan that was approved via PD, Ordinance No. 098-049.

RECOMMENDATION: APPROVAL

The proposed indoor seating will provide an additional amenity for the customers and allow them to stay in the area. Krak Boba does not offer food and the parking demand, while deficient, is expected to function more like retail rather than a typical full-service restaurant. Additionally, the request does not include site modifications; therefore, it is unlikely to have a significant impact on the adjacent businesses.

Staff recommends approval of the request.



Case 1917-SUP/3767 Belt Line Road (Krak Boba)

June 18, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on June 18, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a restaurant on a property located at 3767 Belt Lin Road, which is currently zoned Planned Development (PD), Ordinance Nos. 092-037 and 098-049.

Voting Aye: Barker, Braun, Chavez, Copeland, Fansler, Smith, Sommers

Voting Nay: none

Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: Trisha Stuart, 15755 Seabolt Place

On: none

Against: none

Lesley Nyp, AICP, CNU-A | Planning & Development Manager
Town of Addison | 16801 Westgrove Drive
P.O. Box 9010 | Addison, Texas 75001

To Lesley:

Please accept this letter of intent for Krak Boba Addison.

We are requesting a Special Use Permit for Krak Boba Addison (3767 Belt Line Road, Addison, TX 75001).

Krak Boba originated with its first store in Riverside, California and has since expanded to include 22 stores across the United States. Our menu features a variety of boba drinks, smoothies, specialties, fresh tea, and more.

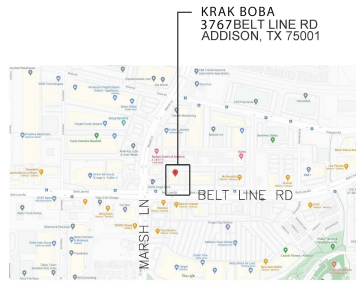
Construction of our store in Addison began in December 2023, and it was completed in April 2024.

Our proposed boba store will accommodate 28 indoor seating arrangements, comprised of tables, chairs, and bench seating, and we anticipate retaining approximately 15 part-time employees. Our business is open seven days a week, and our hours are 11am to 9pm on Sunday through Thursday and 11am to 10pm on Friday and Saturday.

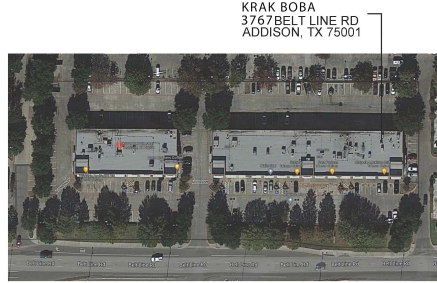
Thank you for considering our request.

Sincerely,

Daniel Hong & Philip Kim



PROXIMITY MAP



VICINITY MAP

PROJECT INFORMATION

ZONING: EXISTING PD- PLANNED DEVELOPMENT DISTRICT
 PROPOSED USE: OFFICE/SHOP- BY USE IN HD DRIVE THROUGH
 LOT AREA: PART OF LOT 3 & LOT 4: 226
 1,208
 INTERIOR AREA: 0
 PATIO AREA: 0
 TOTAL SEATING: 28, INCLUSIVE OF 2 ADA SEAT & 0 PATIO SEATING

PROJECT INFORMATION

NOTE: DIMENSIONS SHOWN IN PARENTHESES IN ACCORDANCE WITH ADA STANDARDS

PROJECT INFORMATION

TOTAL PARKING PROVIDED FOR PART OF LOT 3 & LOT 4: 226
 TOTAL HD PARKING PROVIDED FOR PART OF LOT 3 & LOT 4: 7
 TOTAL PARKING REQ: 13

KEYNOTES

1. EXISTING HANDICAP ACCESSIBLE PARKING STALL TYPICAL OF TEXAS ACCESSIBILITY STANDARDS, MIN 96" WIDE WITH ACCESSIBLE PARKING SIGNAGE.
2. EXISTING 60" WIDE WALK WITH ACCESSIBLE CURB RAMP.
3. EXISTING 36" WIDE STRIPED CROSSWALK.
4. EXISTING ACCESSIBLE CURB RAMP.
5. EXISTING PUBLIC SIDE WALK.
6. EXISTING OFF-STREET LOADING.
7. EXISTING TRASH ENCLOSURE, 8'-0" HIGH CONSTRUCTED OF BRICK MATCH THE MAIN BUILDING WITH WHITE METAL GATES.

TOWN OF ADDISON SITE PLAN NOTES

1. ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
2. ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL.
3. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTIONS DIVISION APPROVAL.

CALISTA TRADING INC

14392 HOOVER ST STE B7
 WESTMINSTER, CA 92683
 657-377-9860
 CALISTATRADINGINC@GMAIL.COM

OWNER (TENANT) :

KRAK BOBA
 3767 BELT LINE RD
 ADDISON, TX 75001
 714-688-6179
 PhilipP8@gmail.com
 CONTACT: PHILIP KIM

PROJECT LANDLORD:
 REMINGTON ADDISON
 PLAZA, LLC
 8901 GOVERNORS ROW
 DALLAS, TX 75247
 214-951-7434
 klanier@graffintrest.com
 CONTACT: KELSEY LANIER

PROJECT MANAGER:

CALISTA TRADING INC
 14392 HOOVER ST STE B7
 WESTMINSTER, CA 92683
 657-377-9860
 CALISTATRADINGINC@GMAIL.COM
 CONTACT: CHLOE TRIAN

PROJECT NO. : 4621
 DATE : 05/02/2024
 DRAWN BY : AS
 SGT/ : AS NOTED

REVISIONS

NO.	DESCRIPTION

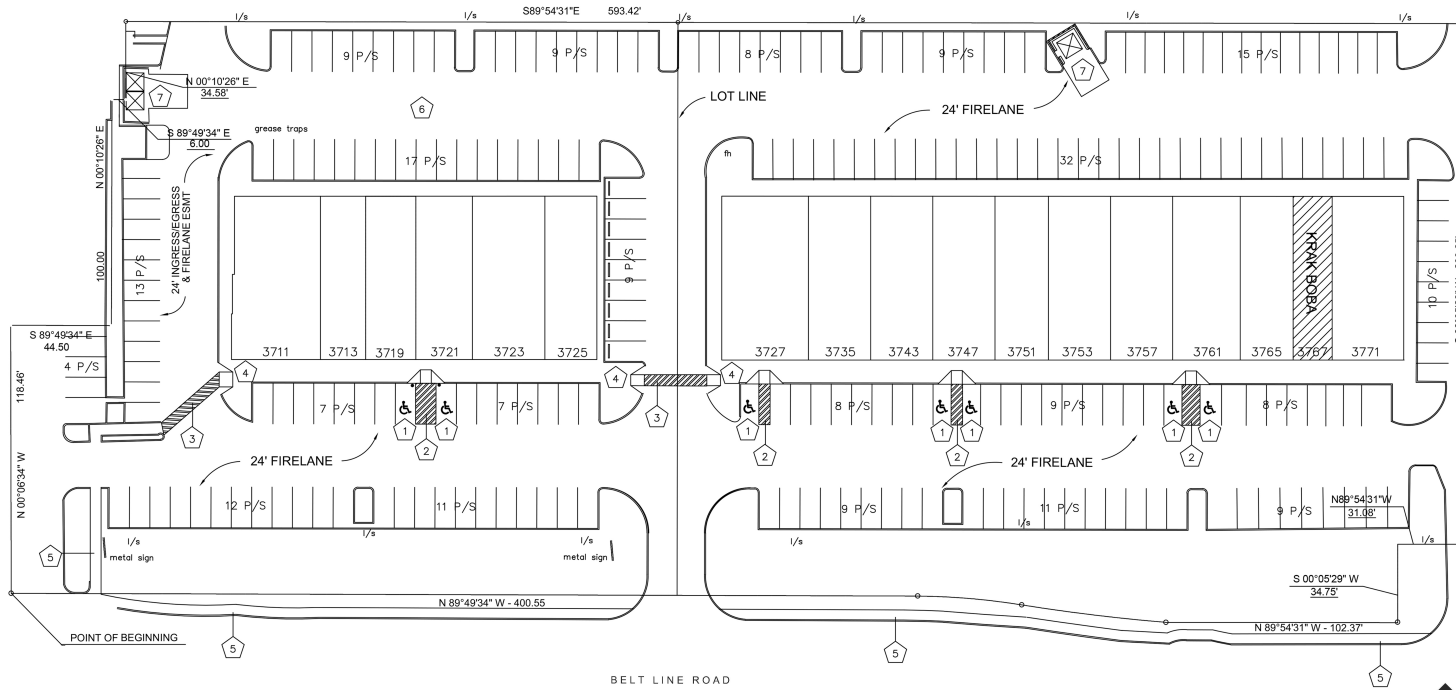
SUP SITE PLAN

ADDISON PROJECT
 1917- SUP

KRAK BOBA
 3767 BELT LINE ROAD
 ADDISON, TX 75001

MARSH BELT LINE SHOPPING CENTER
 PART OF LOT 3
 & ALL OF LOT 4
 3.6269 ACRES

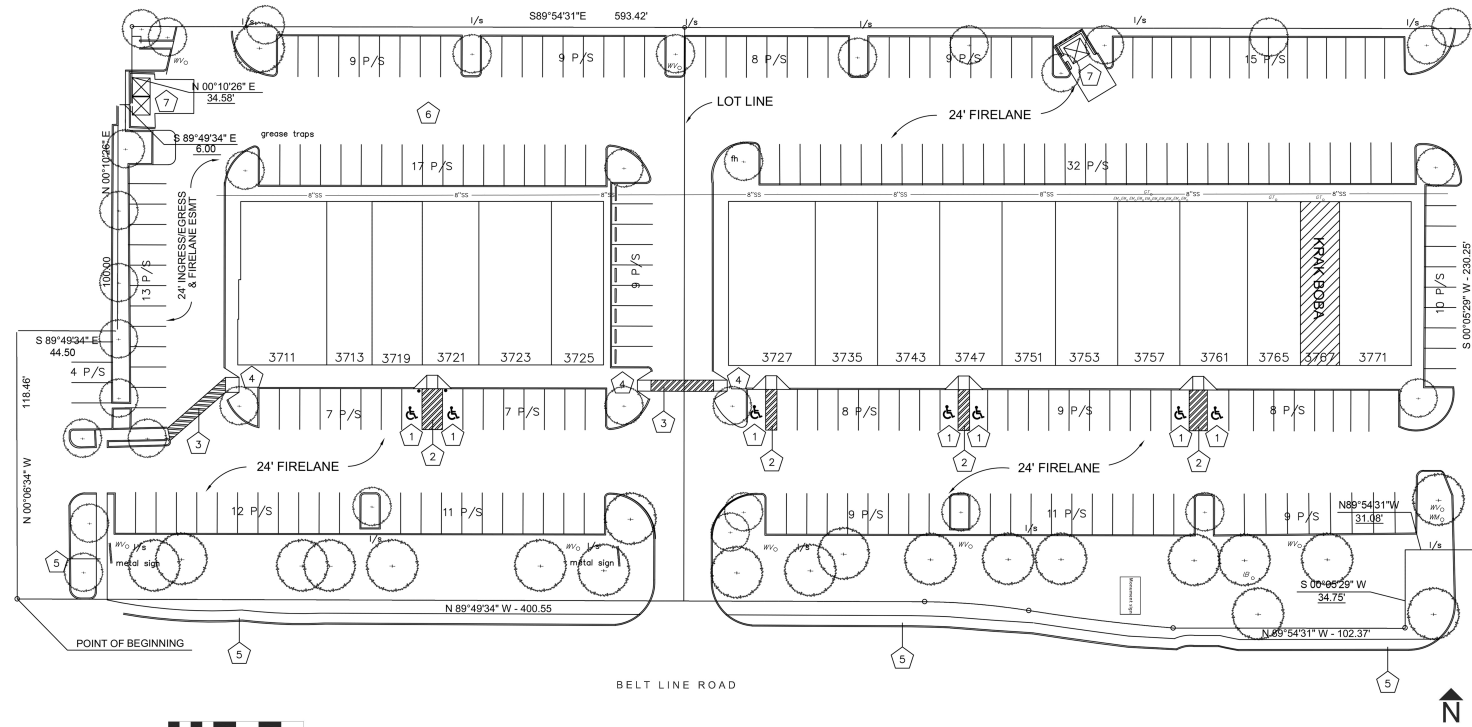
LP1.1



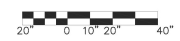
SITE PLAN
 SCALE : 1"=20'

LEGEND

.....	PROPERTY LINE	.....	SIGN
.....	EASEMENT LINE	.....	SOLLARD
.....	BUILDING	.....	WATER MANHOLE
.....	CONCRETE	.....	SANITARY SEWER MANHOLE
.....	FENCE LINE	.....	STORM SEWER MANHOLE
.....	LIGHT STANDARD	.....	GAS MANHOLE
.....	WATER VALVE	.....	TELEPHONE MANHOLE
.....	WATER METER	.....	CREPE MYRTLE
.....	INDICATOR POST VALVE	.....	TREE
.....	CLEAN OUT	.....	OVERHEAD POWER
.....	IRRIGATION BOX	.....	SEWER LINE
.....	TELEPHONE PEDestal	.....	STORM SEWER LINE
.....	POWER POLE	.....	WATER LINE
.....	FLAG WIRE	.....	EXISTING CONTOUR LINE
.....	ELECTRIC CONDUIT	.....	EXISTING SPOT ELEVATION
.....	BREAKER BOX	.....	DEED RECORDS, DALLAS COUNTY, TX
.....	ELECTRIC OUTLET	.....	EXISTING TREE TO BE REMOVED
.....	TRASH RECEPTACLE	.....	PROPOSED TREE
.....	GREASE TRAP	.....	FIRE LANE
.....	ELECTRIC METER	.....	PROPOSED LIGHT POLE
.....	HOSE BIB		
.....	FIRE DEPARTMENT CONNECTION		
.....	PULL BOX		
.....	PULL BOX ELECTRIC		
.....	AREA DRAIN AND SIZE IN INCHES		



SITE PLAN
SCALE : 1"=20'



CALLISTA TRADING INC

14392 HOOVER ST STE 7
WESTMINSTER, CA 92683
657-377-9860
CALISTATRAIDINGINC@GMAIL.COM

OWNER (TENANT) :

KRAK BOBA

3767 BELT LINE RD
ADDISON, TX 75001
714-688-6179
Philip88@gmail.com
CONTACT : PHILIP KM

PROJECT LANDLORD:

REWININGTON ADDISON
PLAZA, LLC
8901 GOVERNORS ROW
DALLAS, TX 75247
214-951-7434
khanier@grafintrests.com
CONTACT : KELSEY LANIER

PROJECT MANAGER:

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14392 HOOVER ST STE 7
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CONTACT: CHLOE TRAN

PROJECT NO. : 4621

DATE : 05/02/2024

DRAWN BY : AS

SGFT : AS NOTED

REVISIONS

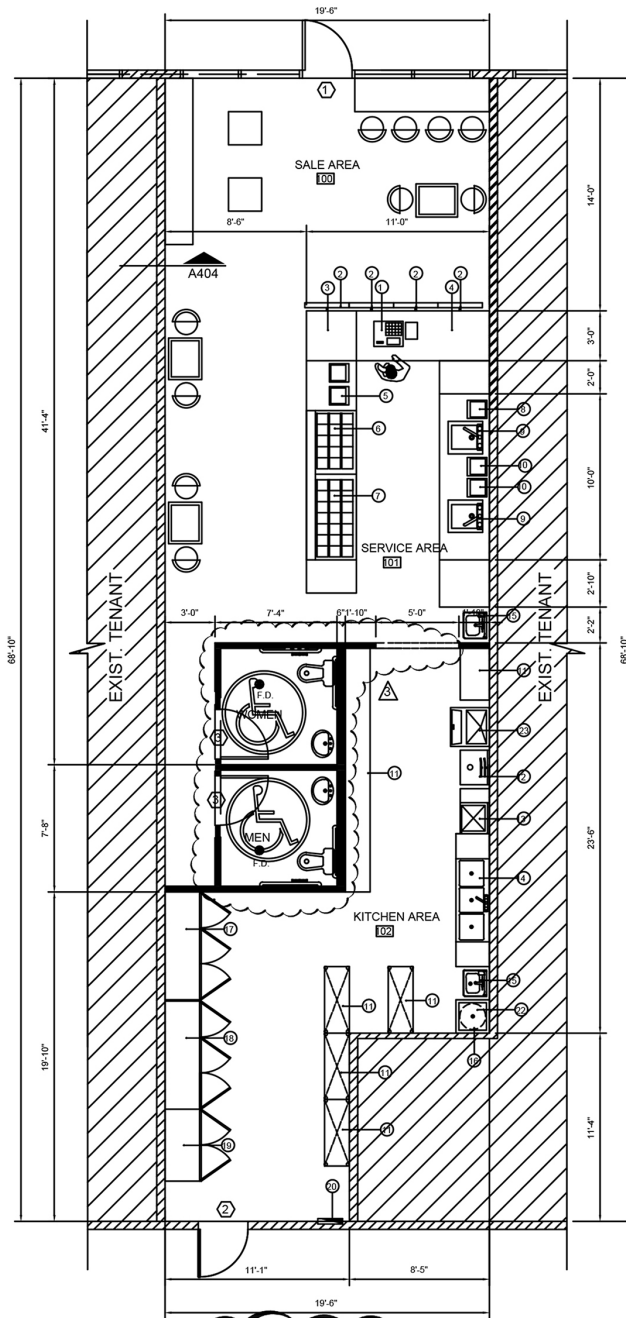
CONCEPTUAL LANDSCAPE DETAILS

ADDISON PROJECT 1917- SUP

KRAK BOBA
3767 BELT LINE ROAD
ADDISON, TX 75001

MARSH BELT LINE SHOPPING CENTER
PART OF LOT 3
& ALL OF LOT 4
3.6269 ACRES

LP1.4



A502 NEW FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 AREA = 1,298 Sq. Ft.

PROJECT INFORMATION

ZONING:	EXISTING PD- PLANNED DEVELOPMENT DISTRICT
PROPOSED USE:	RESTAURANT- W/ DINE IN NO DRIVE THROUGH
LOT AREA:	PART OF LOT D 68.361
INTERIOR AREA:	1,298
PATIO AREA:	0
TOTAL SEATING:	28: INCLUSIVE OF 2 ADA SEAT & 0 PATIO SEATING

NOTE: "HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS"

NUMBER OF SEATING PROPOSED: 28
NO OUTDOOR SEATING

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 657-377-9860
 CALISTATRADINGINC@GMAIL.COM

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 Philip88@gmail.com
 CONTACT :PHILIP KIM

PROJECT LANDLORD:
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 PLAZA, LLC
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 DALLAS, TX 75247
 214 - 951 - 7434
 klanier@grafitimest.com
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PROJECT MANAGER:
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 6 57 - 377 - 9860
 CALISTATRADINGINC@GMAIL.COM
 CONTACT: CHLOE TRAN

PROJECT NO.: 4621
 DATE: 05/02/2024
 DRAWN BY: AS
 SGT: AS NOTED

REVISIONS

SUP FLOOR PLAN
 ADDISON PROJECT
 1917- SUP

POKEWORKS
 3719 BELT LINE ROAD
 ADDISON, TX 75001

MARSH BELT LINE
 SHOPPING CENTER
 PART OF LOT 3
 & ALL OF LOT 4
 3.6269 ACRES

A102