Addison City Council Meeting

August 13, 2024
Addison Conference Centre
15650 Addison Road
Addison, Texas 75001

AMENDED 8/9 at 4:08pm - Replacement of Public Input Document in PH Item #5a
AMENDED 8/13 at 2:42pm - Addition of Council Q&A Document to WS Item #3a
Addition of Presentation to WS Item #6a
Addition of Presentation to IC Item #6b

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 and Answers

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 item(s):

   a. *551.071(2) Consultation with Attorney* to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:
      - Ordinance Adopting a Rental Registration Program

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 the matters discussed in the Closed Meeting.

6. **Work Session Reports**

   a. Present and discuss an update from Dallas Area Rapid Transit (DART).

   b. Present and discuss Metrocrest Services grant funding for Fiscal Year 2025.

   c. Present and discuss progress on the Rental & Lodging Registration and Inspection Program.

   d. Present and discuss the Parkland Dedication and Development Fee Study.

   e. Present and discuss proposed holiday programming in the Addison Circle District.

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 July 23, 2024 City Council Meeting.

b. Consider action on a Resolution approving an amendment to the turn-key agreement with McKinstry for upgrades to Addison Fire Station #1 and authorizing the City Manager to execute the agreement in an amount not to exceed $915,154.

c. Consider action to approve an ordinance amending the Code of Ordinances to amend Section 82-98 (Water Conservation Plan) and separately adopt an updated Water Conservation Plan as required by Chapter 288 of the Texas Administrative Code.

d. Consider action on a Resolution approving an agreement between the Town of Addison, Texas, and Bassco Services, Inc. for airport bulk fuel storage facility regular maintenance and repair services and authorizing the City Manager to execute the agreement in an amount not to exceed $175,000 over a two-year agreement.

5. **Public Hearings.**

   a. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 16301 Quorum Drive, that is currently zoned Commercial-1 (C-1), to allow a philanthropic institution. Case 1918-SUP/Jewish Family Service of Greater Dallas.

6. **Items for Individual Consideration.**

   a. Present, discuss and consider action on a Resolution approving a Primary Depository Services Agreement with PlainsCapital Bank.

   b. Present, discuss, and consider action on a Resolution approving an agreement with TSK Architects for the Addison Conference Centre Renovation Project and authorizing the City Manager to sign the agreement in an amount not to exceed $153,000.

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: 08/13/2024

Department: City Secretary

AGENDA CAPTION:

Council Questions and Answers

BACKGROUND:

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

RECOMMENDATION:

Information only.

Attachments

Council Questions & Answers Document

Answers to Council Questions – August 13, 2024

Work Session

Item #6b. Present and discuss Metrocrest Services grant funding for Fiscal Year 2025.

Question 1: Do we have agreements for Metrocrest Services for last year and this year? If so, please provide the agreements.

Response: The last agreement was approved on 10/24/2023 for FY2024 and can be viewed at the following link:

- **Metrocrest Services - Agreement FY2024**

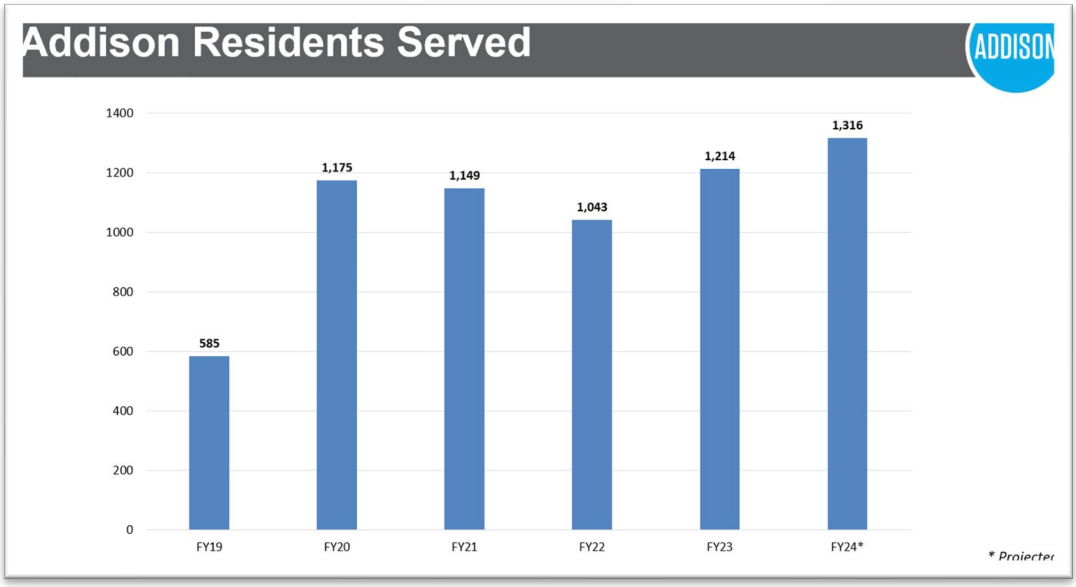
The agreement that was approved for FY2023 was approved on 10/25/2022 and can be viewed at the following link:

- **Metrocrest Services - Agreement FY2023**

Question 2: Is staff proposing to change this funding from a non-profit funding agreement to an "Annual Service Contract", (aka, Service Agreement)?

Response: This agreement would be structured as it has been in the past (see above links). Staff is not proposing to change the agreement structure.

Question 3: Is the FY 2023 Addison Residents Served a unique residents count or a total count including multiple visits, multiple services, etc?



Response: The responses provided in the FY23 quarterly grant reports indicate that the figure for "Addison Residents Served" represents the number of unique residents served.

Other numbers to be noted from their grant reports:

- 2,234 Addison Residents served (multiple visits/services)
- 44,846 (Addison residents and non-Addison residents)

List your program goals, objectives and performance measures as identified in the Grant Uses section of the agreement.

Our goal for FY 2023 was to serve 969 unduplicated Addison residents with services including rent/utility assistance, food, seasonal programs, and senior programs.

Are you tracking along your anticipated timeline to accomplish your goals? If not why and how will you correct this?

As mentioned above, we served 1,170 Addison residents, a 21% increase over our stated goal of 969.

Question 4: Can Metrocrest Services please share how many Addison residences it served in FY 2023?

Response: 1,214 were served by Metrocrest Services.

Question 5: Is Council being asked to provide direction to staff on a maximum dollar amount of total funding for Metrocrest Services for Town of Addison Budget FY2025 or is this partial amount of funding meaning the Town will also donate more than the amounts discussed tonight separately via sponsorship at various events?

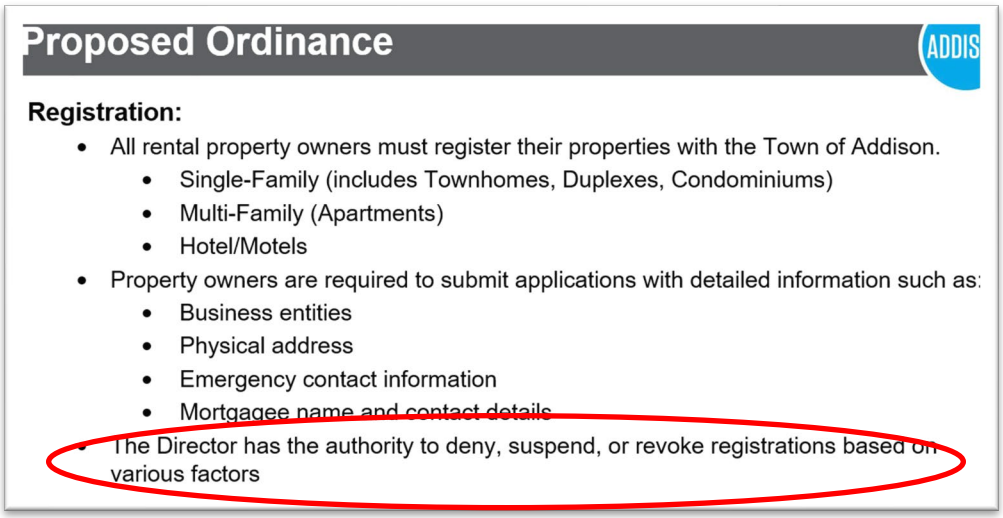
Response: The proposed budget contains funding of $139,653 which is what they were awarded for fiscal year 2024, but the total grant request from Metrocrest Services for fiscal year 2025 is $162,721. If Council would like to change the funding amount from $139,653, staff would need direction from Council.

Item #6c. Present and discuss progress on the Rental & Lodging Registration and Inspection Program.

Question 1: What is the thought on having the fee on Single Family/year the same as Short Term/year?

Response: They are proposed with the same fee for consistency and based upon comparable amounts of surrounding cities.

Question 2: On page 8, please cite example(s) of “various factors” that might come into play.



Response: Items that could warrant denial, suspension, or revocation of a registration may include:

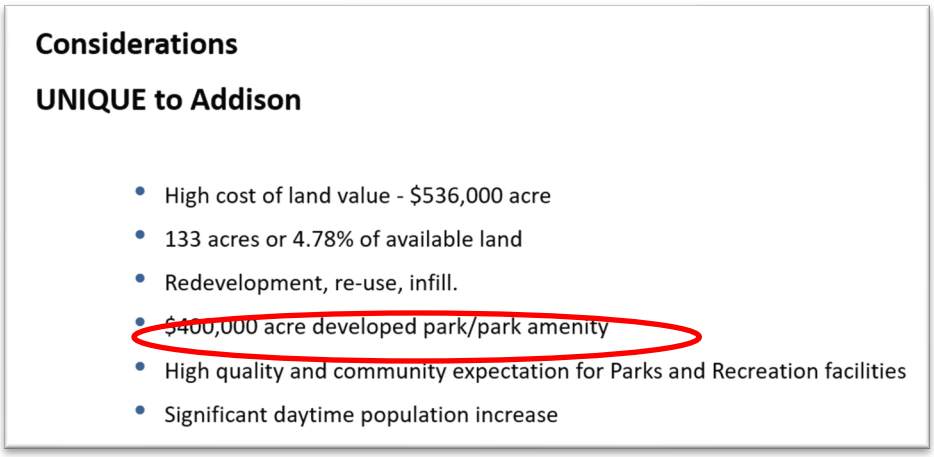
- Any life/safety issues, such as a structural issue that causes the Town to evacuate/condemn a structure.
- Ongoing complaints/violations that are not being addressed by the property owner in a reasonable manner following outlined protocols by the Town (Notice of Violation and Citation(s)).
- The property does not have a valid Certificate of Occupancy.
- Change of ownership (New property owner is required to update registration).
- Outstanding/unpaid fees.
- Fraudulent activity.

Question 3: Is there a fine for missing registration deadline? If not, is it possible to add that to the program?

Response: Yes, it is possible to add a late fee. Staff discussed this option and felt the simplest method to handle this would be via our standard code enforcement process. If a property owner does not register by the deadline (March 1), a citation will be issued, which can result in a fine up to $2,000 per day.

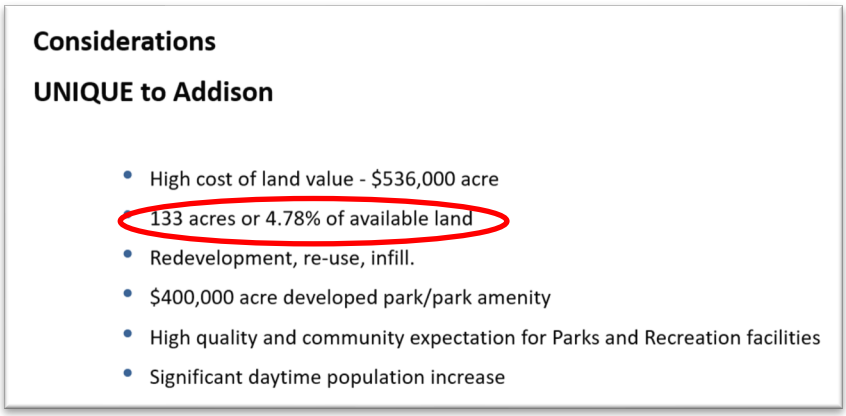
Item #6d. Present and discuss the Parkland Dedication and Development Fee Study.

Question 1: On slide 5, 4th bullet, what exactly is the reference to "$400,000 acre" representing/reflecting?



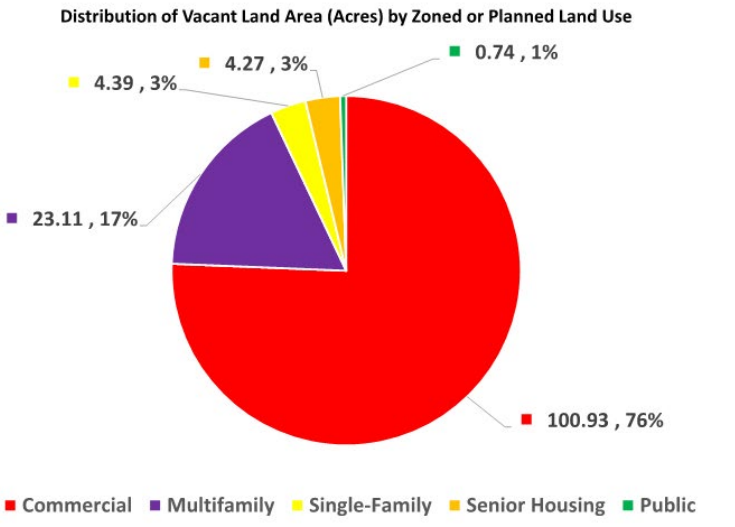
Response: The implementation section of the Parks, Recreation and Open Space Master Plan included budget numbers for the cost to develop an acre of park land which is $400,000 per acre. This number is an important consideration when establishing the park development fee that is being proposed. This number has also been verified by current park construction projects in Addison.

Question 2: Same slide, 3rd bullet, is the reference to "133 acres or 4.78% of available land" saying there are 133 acres of vacant/undeveloped land currently in the Town?

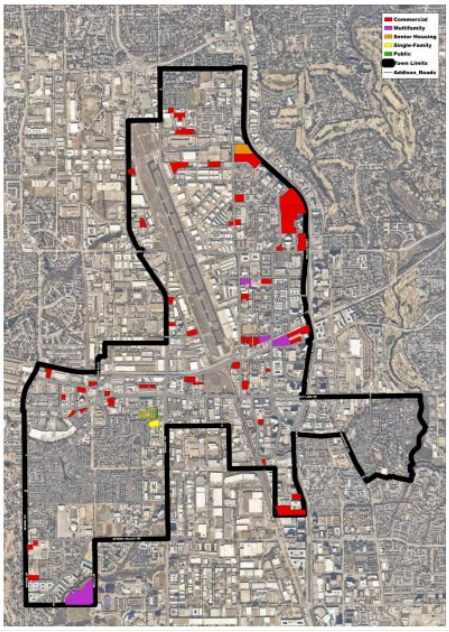


Response: This information was pulled from the housing study prepared in 2023. The study indicated that Addison is very built out with only 4.78% of available land which equates to 133 acres. The graphic presented in the housing study is included below.

Vacant Land

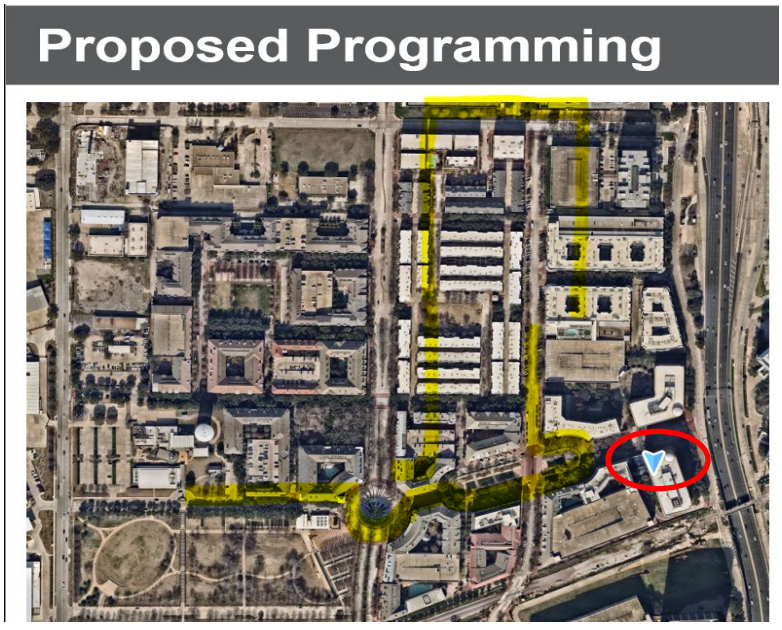


Total Land Area	Total Vacant Land	% Vacant Land
2,784 acres	133 acres	4.78%



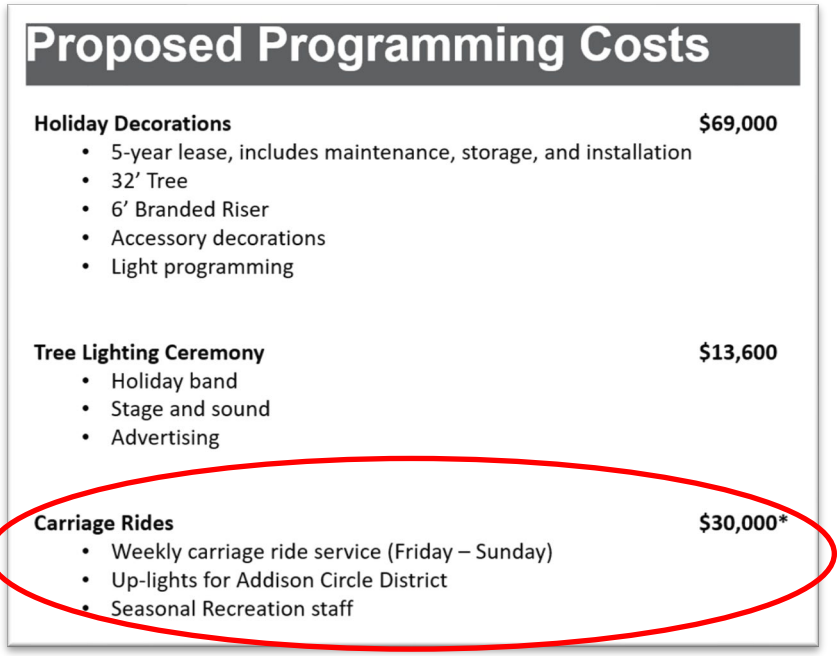
Item #6e. Present and discuss proposed holiday programming in the Addison Circle District.

Question 1: On slide 5, what is the blue arrow intended to be depicting?



Response: The photo was taken as a screenshot from Google maps and the arrow was a symbol on that map. It is not relevant to this discussion.

Question 2: On slide 6, what is the asterisk on the $30,000 meant to indicate? Please provide additional details as to the operation of carriage rides; the extent of uplighting; and duties/activities of seasonal staff.



Response: The asterisk is there for staff to reference in the presentation by drawing attention to areas that revenue generation can be used to offset costs. More information will be provided in the presentation.

Question 3: Per the presentation Post (now MAA) used to fund this. Have we asked them to fund or assist with funding going forward? It benefits many of their residents. Also, to expand the funding, other properties in that area could help with funding. The Town could assist with security for the noted historical vandalism issue.

Response: During the period that MAA withdrew support for a holiday tree at Beckert Park, the Town also had conversations with MAA requesting the tree and tree lighting ceremony move to Addison Circle Park. MAA felt like moving the tree from Beckert Park would not serve their residents and retail establishments as well and indicated they would not have interest in supporting the move away from Beckert Park. Because of the previous discussions, staff did not request MAA to fully fund the effort.

Locating the new tree in Addison Circle Park aligns with plans to activate Addison Circle

Park which will have a larger impact on businesses in Addison Circle District, beyond those supported by MAA. An important component of what is being proposed is the ability to offer sponsorships and provide MAA as well as other housing and retail customers in the district an opportunity to support the efforts the Town is making to help improve Addison Circle District and drive more foot traffic to the area. MAA will be asked to participate in sponsorship opportunities that are developed.

Consent Agenda

Item #4b. Consider action on a Resolution approving an amendment to the turn-key agreement with McKinstry for upgrades to Addison Fire Station #1 and authorizing the City Manager to execute the agreement in an amount not to exceed $915,154.

Question 1: Does the scope of this work address all the items of deficiency that have been identified to date?

Response: This scope of work addresses all deficiencies related to the roof and HVAC system at this facility. There are other items identified at this facility, such as flooring replacements and restroom remodeling, that are not within this project's scope.

Question 2: How are we tracking on the cost/spend for the for the items in the 2019 Bond Proposition D? What items have been completed and what are remaining? What was the original amount for this portion?

Response: The cost/spend for each project utilizing 2019 Bond funding is tracked in the Town's financial software. Proposition D included funding of $7,395,000 which is comprised of $2,049,466 for HVAC and roof improvements at the Addison Athletic Club and $5,345,534 for HVAC, roof, and ADA improvements at other existing Town facilities. To date the following have been completed or partially completed:

- HVAC and roof improvements at the Addison Athletic Club
- HVAC, roof, weatherproofing, structural steel, and ADA improvements to the Police/Courts facility
- HVAC at the gun range
- HVAC at the Service Center
- HVAC at the Stone Cottage
- HVAC and roof improvements at Fire Station 2
- HVAC at Celestial Pump Station
- HVAC at Addison Circle Park Pavilion
- HVAC at Town Hall
- HVAC at Finance

- Roof at Theatre Centre
- Addison Circle Park ADA improvements

The original cost estimate for the Fire Station #1 roof and HVAC replacement was made in 2018 for the amount of $660,500. Significant inflation in construction materials and labor cost have occurred since that estimate was made 6 years ago.

Question 3: Was this project bid out? If not, why was it not bid out.

Response: This project was not formally put out to bid directly by the Town of Addison. This vendor was identified and qualified through the TIPS cooperative purchasing entity. Purchasing cooperatives, such as TIPS, solicit competitive bids from many vendors offering products and services for their members. Purchasing through a cooperative streamlines the procurement process for public entities, resulting in a savings of both administrative time and money.

The Town has successfully utilized McKinstry through the TIPS Cooperative Purchasing Contract # 21020302 for roof and HVAC projects for other 2019 bond program projects. Staff is satisfied with their work. Additionally, the competitive bidding process performed by the purchasing cooperative ensures we are paying competitive market prices.

Individual Consideration

Item #5a. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 16301 Quorum Drive, that is currently zoned Commercial-1 (C-1), to allow a philanthropic institution. Case 1918-SUP/Jewish Family Service of Greater Dallas.

Question 1: What is the impact on property tax revenue for the subject property with a non-profit organization occupying it?

Response: Jewish Family Service of Greater Dallas is a registered 503(c)(3) organization and can claim tax-exempt status. $50,615 is the total Town of Addison property taxes this property would pay in the upcoming year.

Question 2: How many security guards do they have?

Response: JFS provides three security guards on site. As a precaution, additional security has been provided on site with the Israel and Hamas War.

Question 3: What are the concerns of Police Chief Freis knowing that we may have 15,000+ non-Addison resident users coming into Addison for services?

Response: Any time there is a potential for a large volume of traffic to a site, there may be concerns. PD would want to ensure that the new venture is open to meeting with PD to help resolve any concerns and being willing to collaborate to address any issues that may arise to limit any impact to PD for calls for service.

Item #6a. Present, discuss and consider action on a Resolution approving a Primary Depository Services Agreement with PlainsCapital Bank.

Question 1: Has the Town had any previous relationship with Plains Capital?

Response: The Town has not had any previous relationship with Plains Capital Bank. The Town does have a relationship will Hilltop Securities and both Plains Capital Bank and Hilltop Securities are subsidiaries of Hilltop Holdings. Hilltop Securities is the Town's financial advisor for bond issuances and also provides continuing disclosure and arbitrage services for the Town.

Question 2: Will there be a dedicated service team assigned to the account(s)/relationship? If so, where will this service team be located?

Response: There will be a dedicated service team assigned to our account. Our primary service location will be located at 18111 Preston Drive in Dallas. Our primary relationship officer is officed at the bank's location at 3417 Gaston Drive in Dallas.

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

Meeting Date: 08/13/2024

Department: City Secretary

AGENDA CAPTION:

551.071(2) Consultation with Attorney to seek advice on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code:

- Ordinance Adopting a Rental Registration Program

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24) **6. a.**

Meeting Date: 08/13/2024

Department: City Secretary

Key Focus Areas: Mobility and Connectivity

AGENDA CAPTION:

Present and discuss an update from Dallas Area Rapid Transit (DART).

BACKGROUND:

The City Council will receive an update from Dallas Area Rapid Transit (DART) President and Chief Executive Officer, Nadine Lee.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - DART Update



DART Update

Addison City Council

August 13, 2024

Nadine Lee, President & CEO

DART let's go.

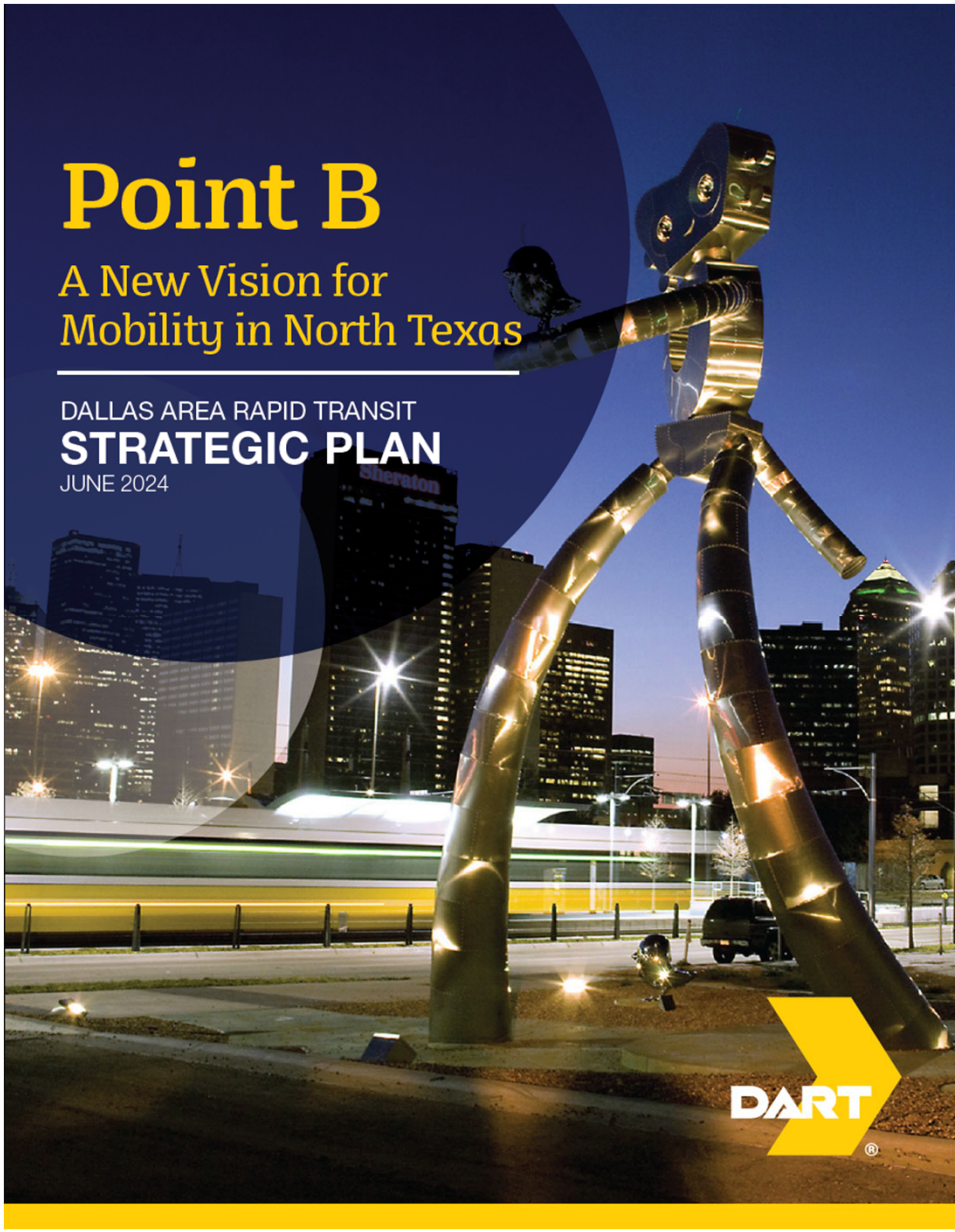
Agenda

- Point B Strategic Plan
- Advancing our Strategic Goals
- Silver Line Update
- Sales Tax Issue
- Summary

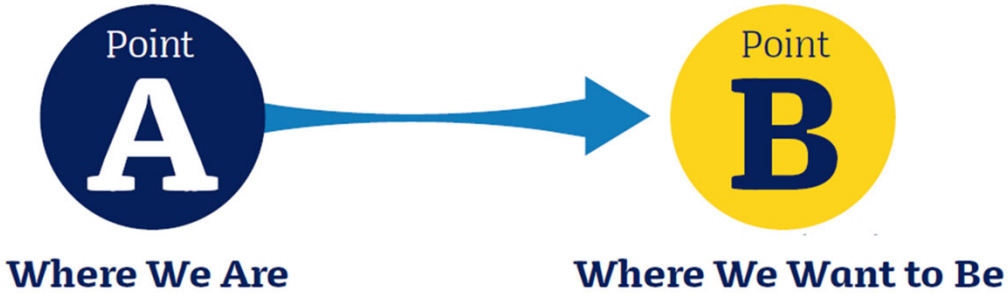
DART let's go.

Strategic Plan

- DART Board approved the Strategic Plan on June 11, 2024
- Executive Summary and Full Strategic Plan can be found at www.DART.org/strategicplan
- Hard copies will be made available soon and sent to all DART city leaders



DART let's go.



Our overarching goal is to move DART from being a service that people sometimes use, to being a valued regional economic and mobility asset.



DART let's go.

Strategic Goals



EMPOWERED AGENCY

Build a nimble organization that can act quickly and effectively by streamlining processes and empowering employees.



QUALITY SERVICE

Deliver a quality customer experience defined by strong rider advocacy and built on professional pride and continuous improvement.



FANTASTIC SPACES

Create fantastic spaces that add value to our communities, enhance the rider experience, and foster a sustainable and thriving region.



CULTURE OF CONTRIBUTION

Create a culture that aligns roles and responsibilities with the vision, deepens organizational trust, and encourages growth.



SEAMLESS MOBILITY

Integrate mobility options to create a seamless travel experience defined by frequency and reliability to position DART as first in mind.



STRATEGIC RELATIONSHIPS

Position DART as a collaborative leader and recognized regional economic and mobility asset.

Updated Vision Statement and Mission Statement

Vision Statement

Your first-in-mind mobility partner.

Mission Statement

We create best-in-class mobility experiences that help people and communities connect and flourish.

DART let's go.


Quality Service

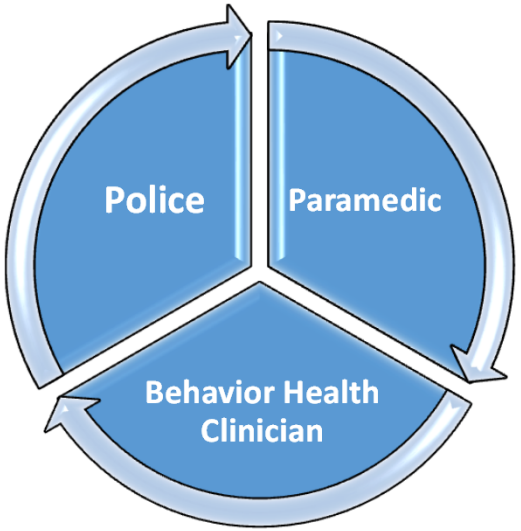
Security
Multi-faceted Strategy

- DART has developed a multi-faceted security strategy that will incorporate a range of tools and resources to deliver peace of mind for all when interacting with DART. Some facets are already underway:
- Technology
- Design
- Education/Communication
- Staffing

    Transit Security Officer (TSO) program added 100 uniformed, armed security officers on trains, platforms, and buses in October 2023

    DART Cares Pilot Program





DART let's go.

Cleanliness
Clean Team

- Bus Stops, Rail Stations and Transit Facilities are being cleaned more often
- Elevator Attendants are staffed at all stations with elevators except for Cityplace, Las Colinas and Union Station
- Rail Vehicles also get cleaned at the eight terminus stations throughout the day
- Partnership with United Community of Faith on Clean Team Initiative pilot – now permanent
- Vinyl seats on buses (complete) and trains (in progress)







DART let's go.

Reliability
Bus and Rail Service Delivery

- DART is delivering over 99% of all bus and rail trips
  - 6,782 weekday scheduled bus trips
  - 694 weekday scheduled rail trips
- This is up from 85% (15% missed trips) during the height of operator shortages in 2022 and a result of our aggressive hiring efforts
- GoLink service is based on wait times and is typically 15 minutes or less, comparable to our most frequent bus/rail service
- Implemented new technology to improve bus arrival predictions and made real-time feed available across industry apps



DART let's go.

Ridership Growth

Comparison to Pre-Pandemic Ridership

June 2024

Month		June 2024
Bus		72%
Light Rail		73%
TRE		63%
Streetcar	MATA + Dallas	54%
Paratransit		**3.3%**
GoLink		**567%**
System		**80%**

Better than pre-pandemic levels

DART let's go.

Addison Transit Center



- Served by 12 bus routes
- Anchors one GoLink zone (Keller Springs)
- 2nd highest ridership of any location in the DART bus network

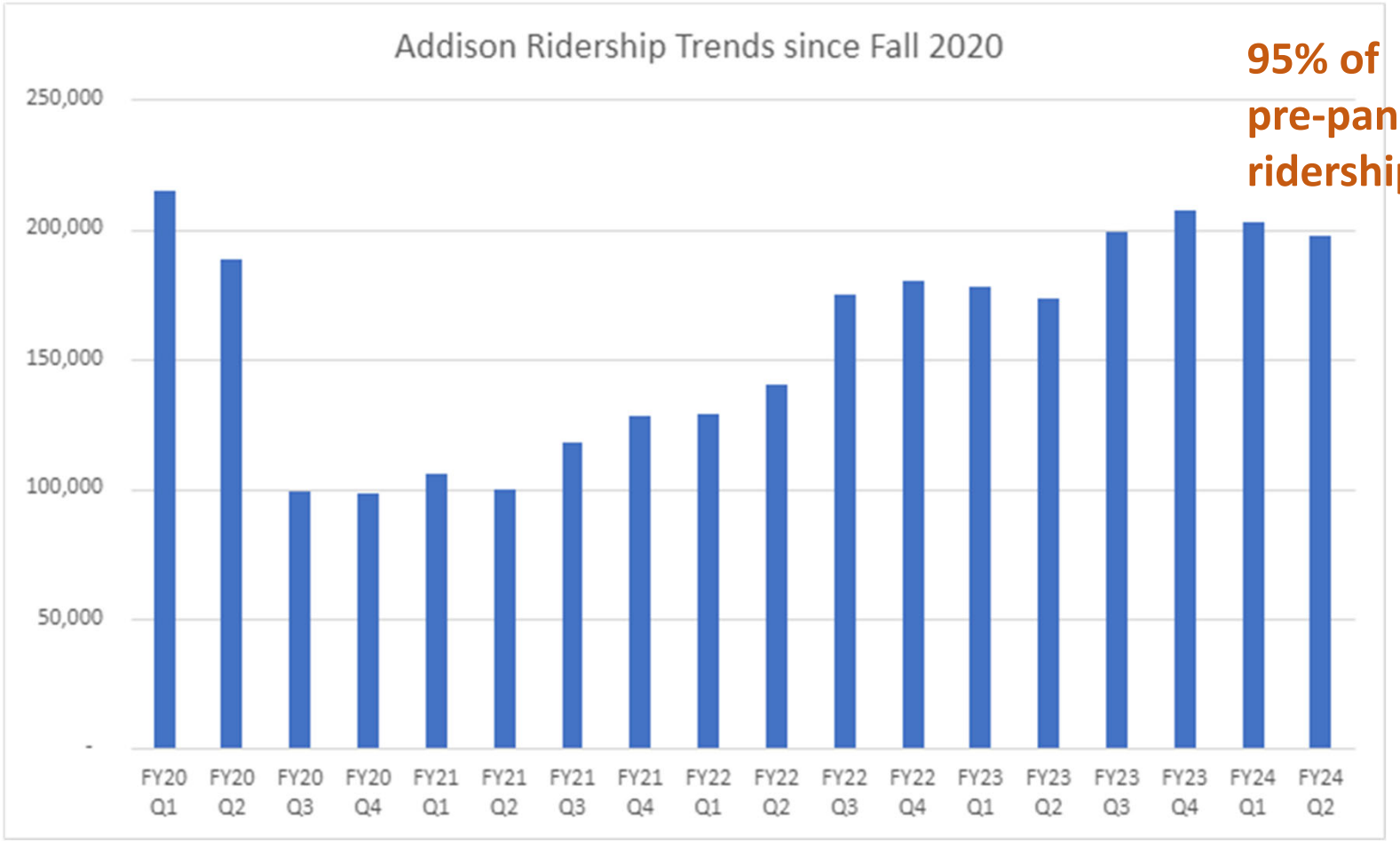
  1,800 boardings each weekday

  50,000+ boardings monthly
- Silver Line rail service and Cotton Belt Trail will add significantly to the range of available destinations when service starts
- Current parking occupancy 12.3%

  Temporary changes to better accommodate bus operations at the transit center in advance of TOD and eventual replacement of the current bus facility

DART let's go.

Addison Ridership



95% of pre-pandemic ridership

DART let's go.

Quality Service
System Modernization Program



VEHICLES

Replace the oldest light rail, bus and TRE vehicles with modern, state of the art vehicles



UNIFIED SIGNAL SYSTEM & OTHER SYSTEM ELEMENTS

Modernize signal systems on the oldest lines to maximize safety, communications, reliability, and network capacity.



RESILIENCY

Enhance resiliency of operations during extreme weather events.



STATIONS & OTHER AMENITIES

Improve accessibility and customer experience at DART LRT stations and bus facilities. Install next generation bus shelters. Create mobility hubs.



OPERATING FACILITIES

Modify operating facilities to support new vehicle maintenance activities and improve overall work environment for employees.

SYSTEM MODERNIZATION PROGRAM

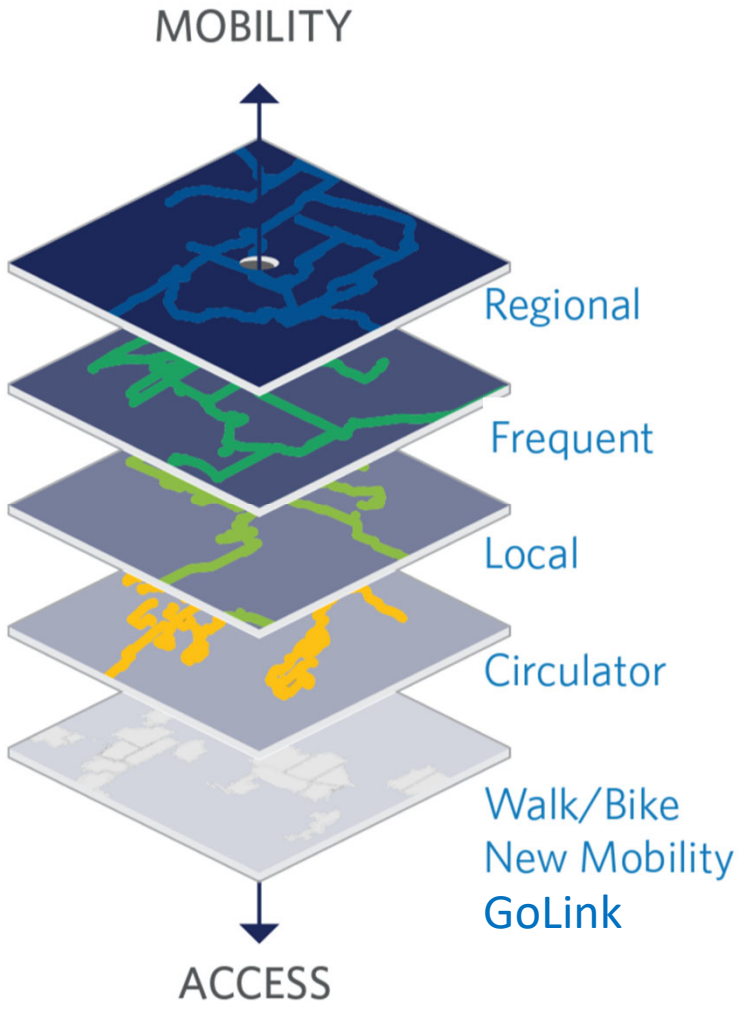
DART let's go.



Seamless Mobility

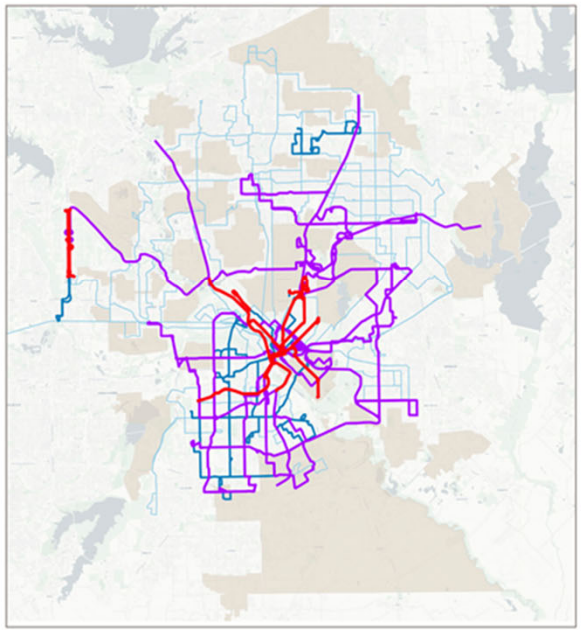
Seamless Mobility
DART System



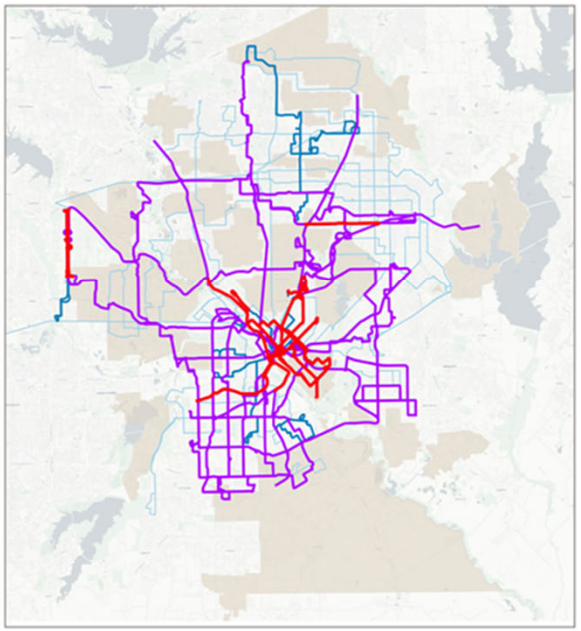


Seamless Mobility
Phase 2 Bus Network Planning

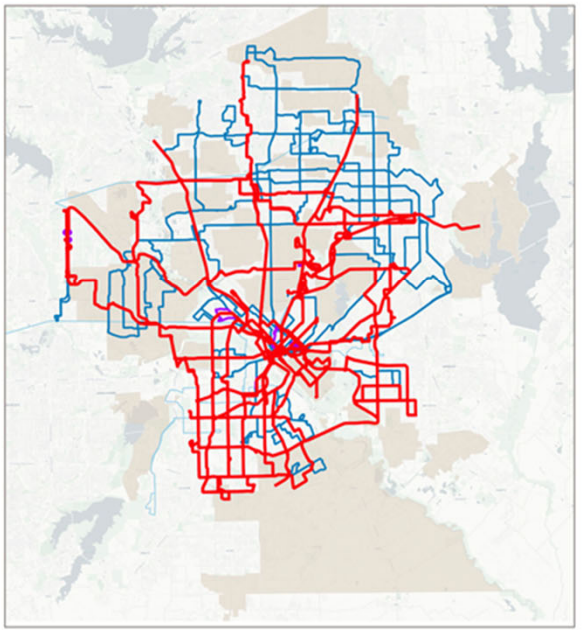
Existing Network



Tier 1 Network



Tier 2 Network

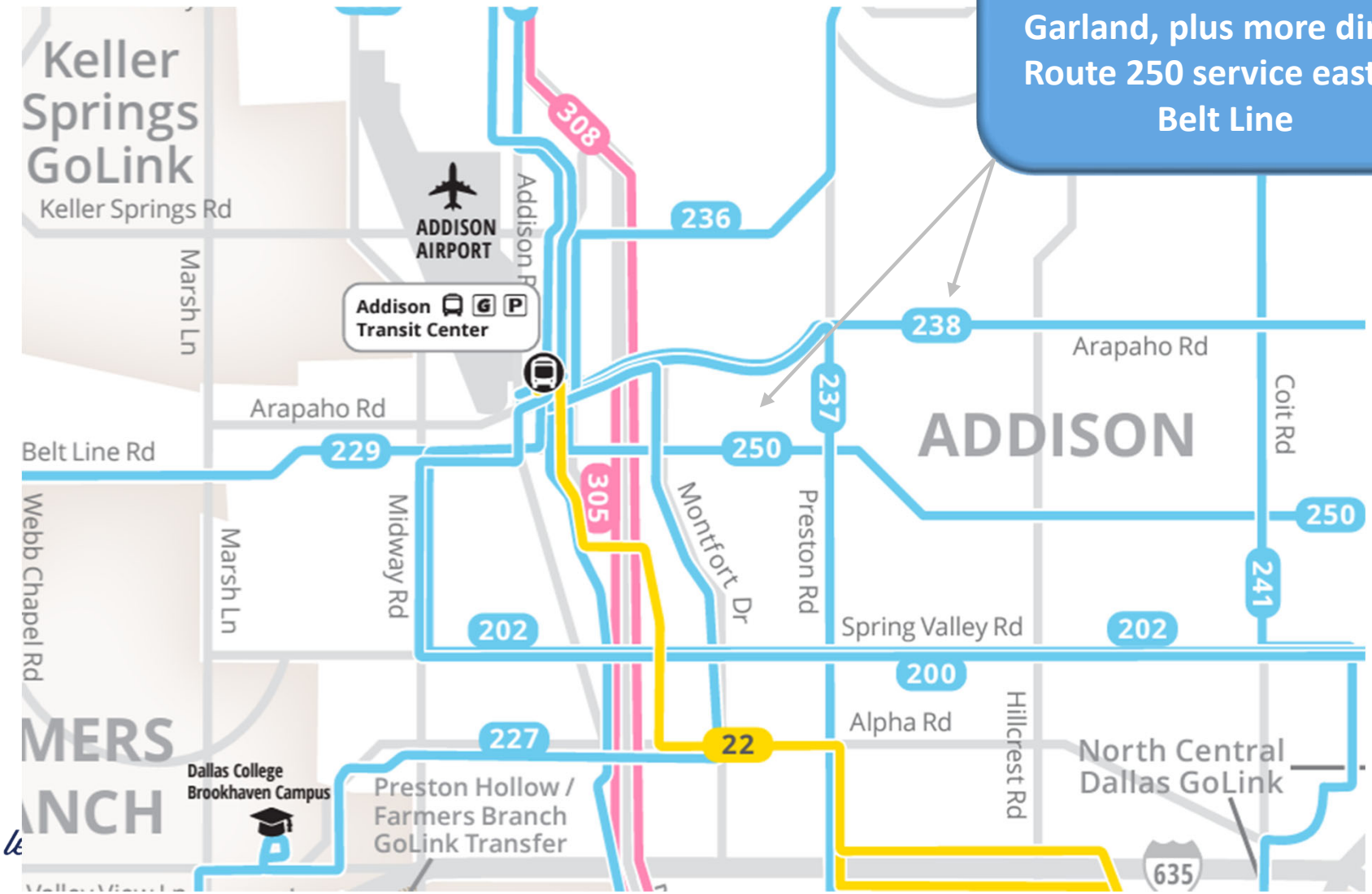


DART let's go.

Seamless Mobility

June 10, 2024 Service Changes

New Route 238 on Arapaho east to Far North Dallas, Richardson, and Garland, plus more direct Route 250 service east on Belt Line



Seamless Mobility
Bus Corridor Investments

- CORE program will develop and advance bus corridor improvements in collaboration with cities
- Best Practices Toolbox developed
- Phase 1 evaluation complete
- Phase 2 underway

DART

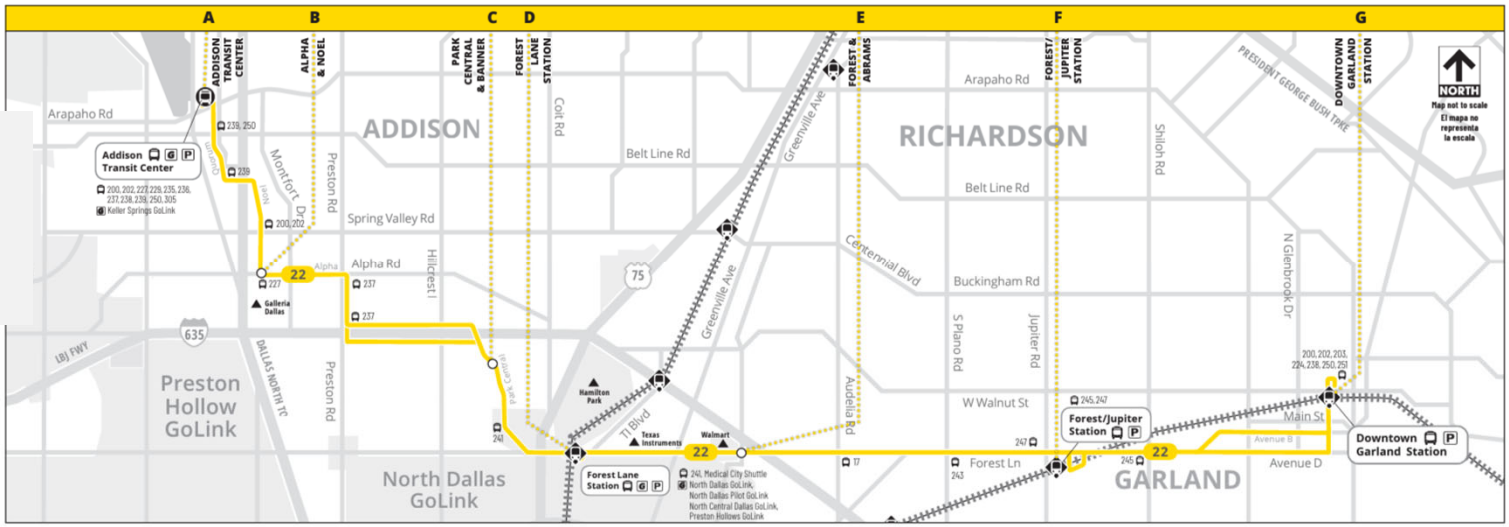
CORE

Corridor Optimization + Rider Experience

Enhancing streets for transit and people

Enhance Speed & Reliability | **Improve Safety** | **Improve Access & Connectivity**

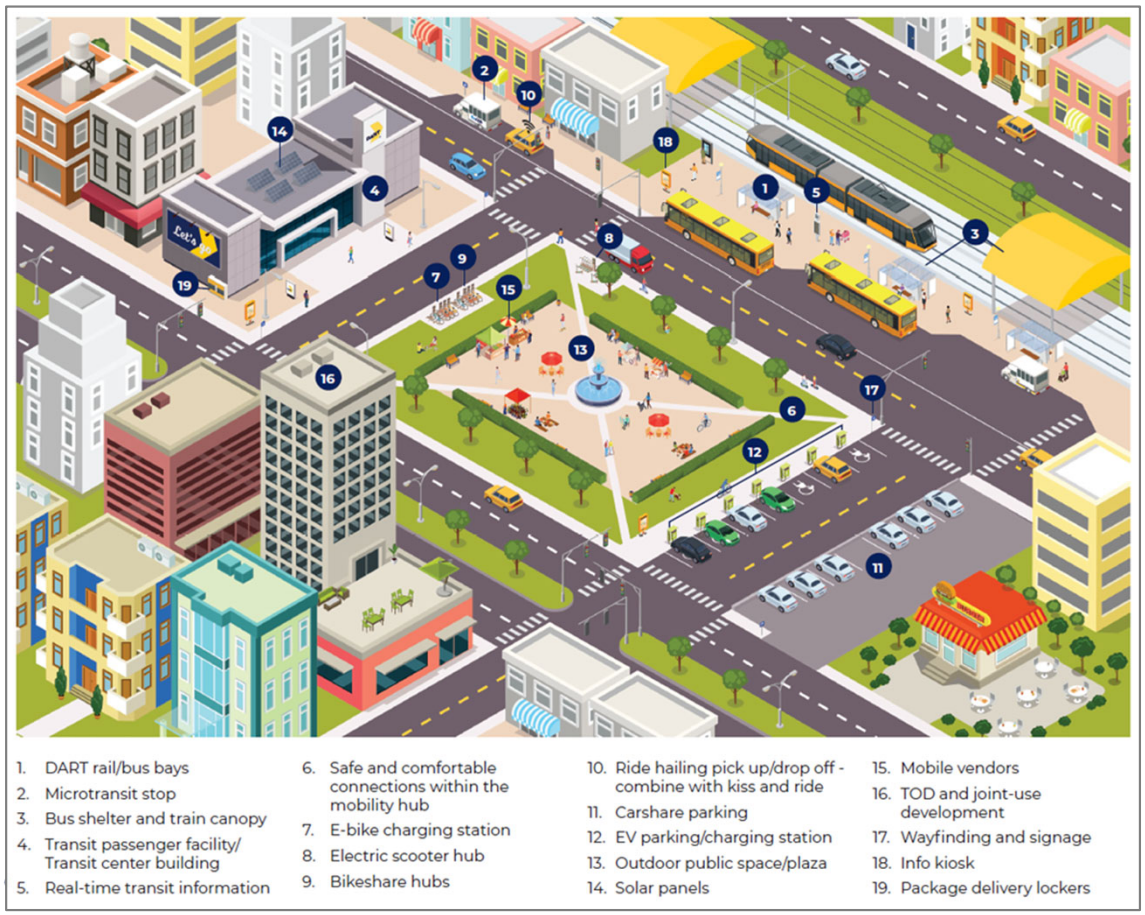
Route 22 anchored in Addison is a top performer



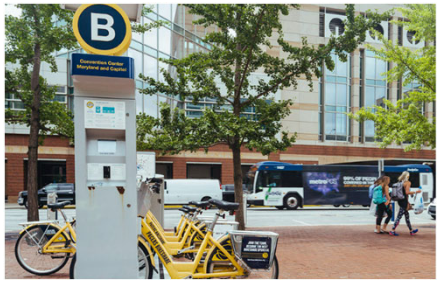
DART let's go.

Seamless Mobility
Mobility Hub Elements

- Mobility Hub elements promote seamless mobility and enhance access and amenities, transforming transit facilities into community assets









Seamless Mobility
Amenities

- Three types of next generation bus shelter prototypes in testing (slim, standard, mini)
- Enhanced lighting, seating, visibility, and real time information (for large shelters)







DART let's go.



Fantastic Spaces

Fantastic Spaces

- Reimagining DART facilities and underutilized property as integral parts of the community
- Creating and enhancing places that add value and support quality of life goals



Addison



DART let's go.

Fantastic Spaces



Farmers Markets



Richardson linear park in DART corridor



Deep Ellum pocket park concept

DART let's go.



Strategic Relationships



Strategic Relationships

- Partnerships and collaboration with chambers, advocacy groups, developers, businesses, and social service organizations
- Align mutual objectives with our cities to leverage external funds and do more for more people

  November 2023 - Tour and strategic vision meeting

  February 2024 – Strategic objectives discussion

  Area Plan process underway
- Creative and intentional collaboration on how projects and service are delivered and how DART can add value and help advance city objectives

DART let's go.

Key Elements for Addison

- Attract commercial enterprises and serve increasing mobility demands
- Preserve the ‘small town feel’ of Addison

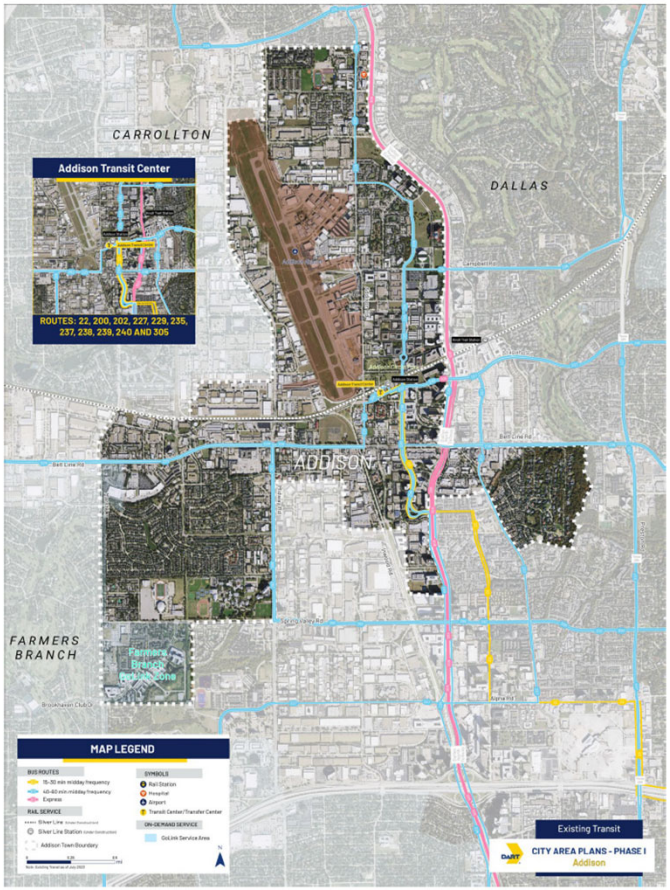
  Enhance quality of life for residents with a transit experience that

  - Improves the public perception of safety
  - Residents want to use

  Reinforce that proximity to Fantastic Transit Spaces and seamless transit experiences will provide clear advantages

Strategic Relationships

- Area Plan development
  - June 2024 - Phase 1 report transmitted
  - Workshops to be scheduled fall 2024
- Key topic areas
  - Connectivity across Tollway between business/hotels to retail/dining
  - Enhancing multi-modal hub opportunities with Silver Line Station, TOD, trail, and reimagined transit center
  - Vitruvian Park service and connectivity
  - Bus corridor/amenities investments
  - Future service planning

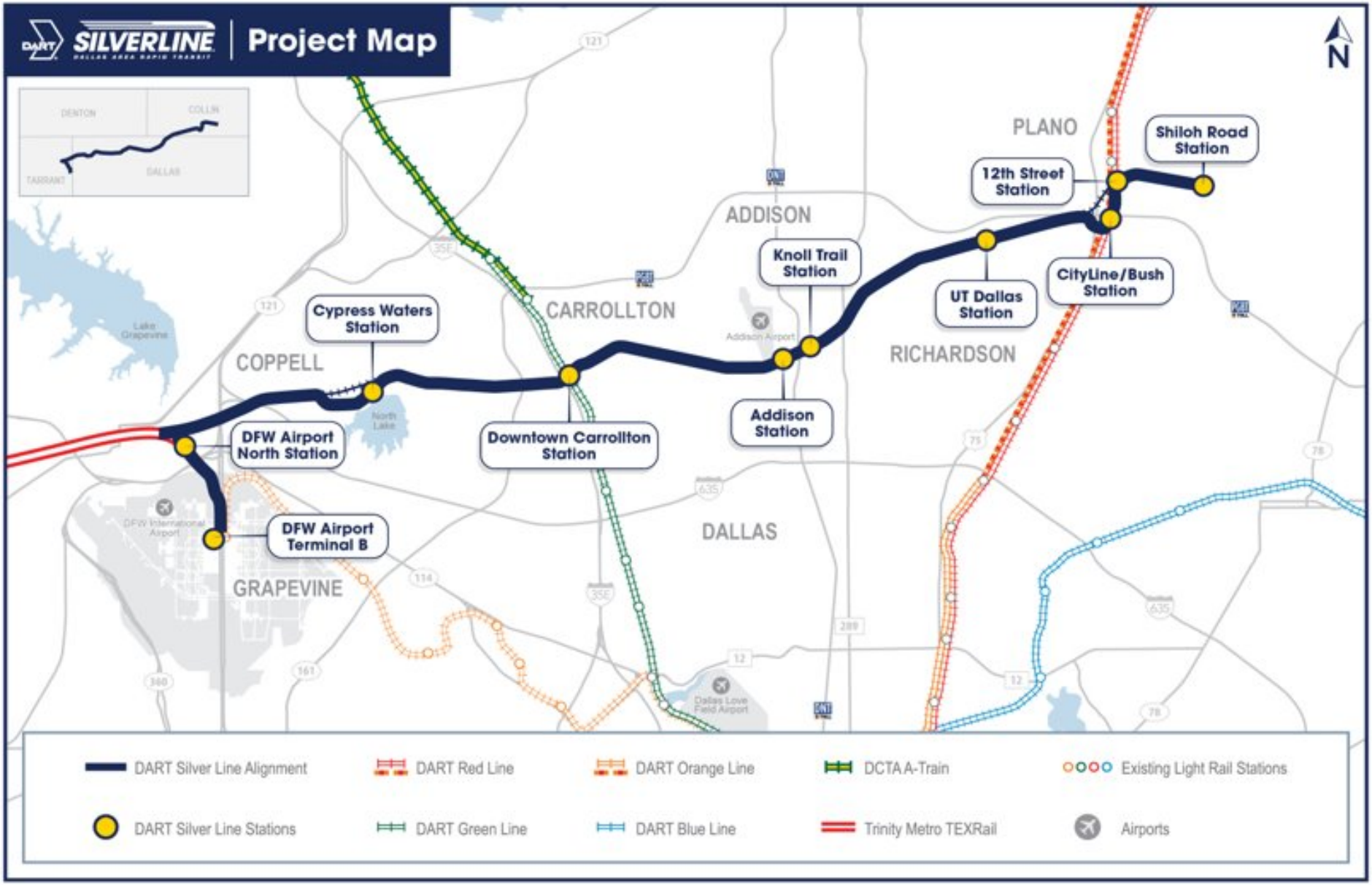


ADVANCE ADDISON 2050

DART let's go.



Silver Line Update


SILVERLINE
Project Map
N
PLANO
Shiloh Road Station
12th Street Station
ADDISON
Knoll Trail Station
CityLine/Bush Station
UT Dallas Station
CARROLLTON
Cypress Waters Station
RICHARDSON
COPPELL
Addison Station
DFW Airport North Station
Downtown Carrollton Station
DALLAS
DFW Airport Terminal B
GRAPEVINE
DART Silver Line Alignment
DART Red Line
DART Orange Line
DCTA A-Train
Existing Light Rail Stations
DART Silver Line Stations
DART Green Line
DART Blue Line
Trinity Metro TEXRail
Airports

DART let's go.

Addison Station



Addison Station







DNT Rail and Pedestrian Bridges



Vehicles and Testing

- Testing anticipated to begin in Q4 2024 to simulate service from DFW Airport Terminal B past Knoll Trail Station.
- No passenger service and quiet zones not in effect during testing.



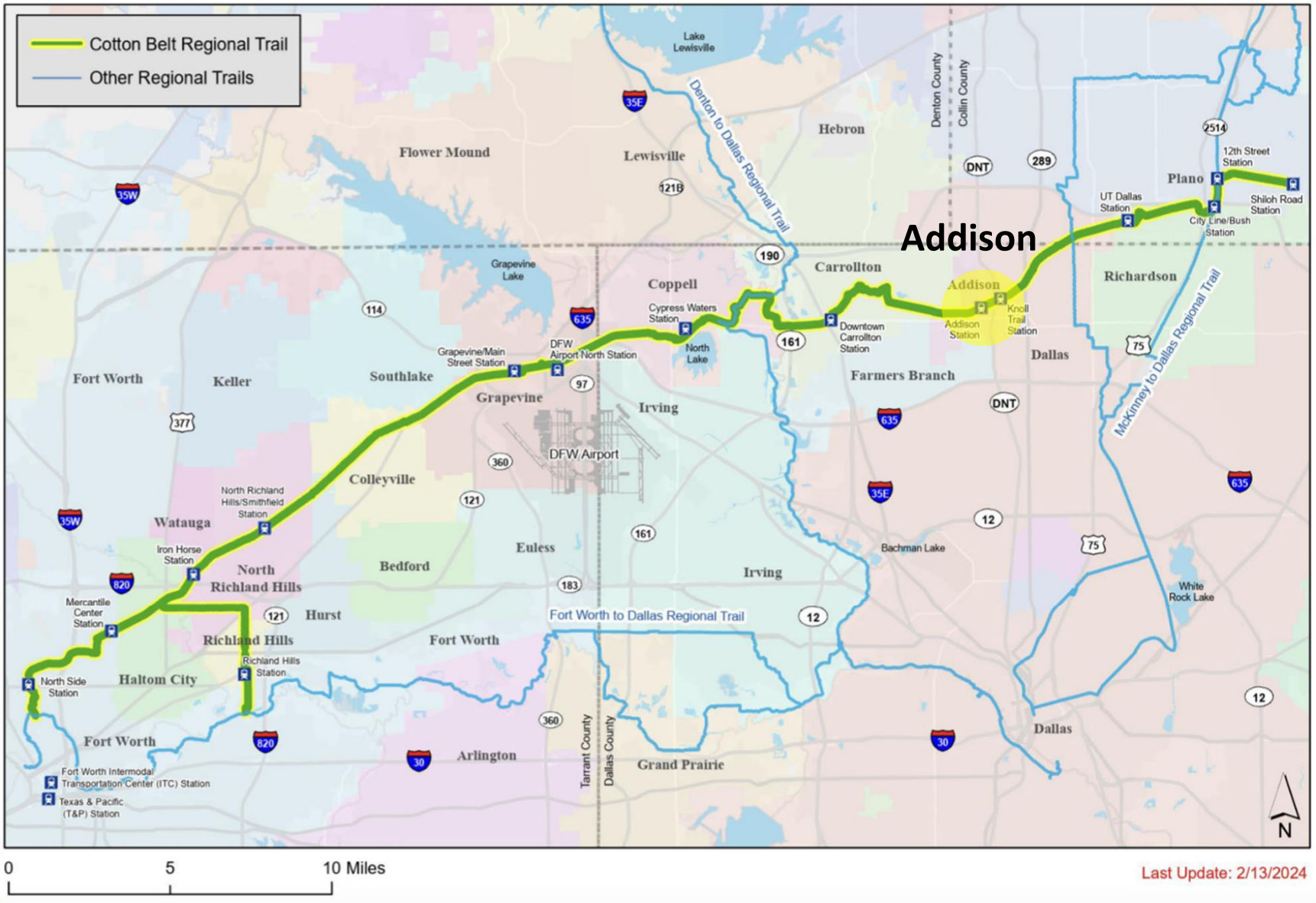






DART let's go.

Cotton Belt Regional Trail





Sales Tax Issue

Recent DART City Actions

- Six of the 13 DART city councils have approved resolutions that support capping or reducing DART sales tax revenue by 25%
- Richardson and Garland have discussed support for DART and have not taken any action
- Reasons vary by city but often cite ridership, equity, transparency and/or their own budget issues
- Recent Board discussions around reviewing FY2025 budget capping operating budget growth at 3% or 0%

DART let's go.

Sales Tax Reduction Impacts

- Only the DART Board has the authority to lower the sales tax rate in current state law – implications of a rate reduction:
  - Default on agreement with bond holders and the voters that pledged full 1% to system
  - Service cuts for all modes, job loss, loss of mobility and access, and more
- Cities have stated they don't want service cuts; actions are "symbolic"
  - Two studies are underway that will help answer questions about equity between cities and proposed legislative program
- We are preparing for the upcoming state legislative session and potential changes that may be proposed to state law

DART let's go.



Summary

Summary



- DART is already working toward our Strategic Goals
- There are several opportunities for collaboration with Addison as we look ahead:
    - Creation of fantastic spaces as part of TOD planning efforts
    - Mobility hub elements at Addison Station
    - Bus corridor investments to support quality service
    - Integration of new shelters and hubs at key locations
    - Service improvements as part of DARTzoom Phase 2 plans
    - Area Plan to define opportunities to advance mutual priorities

DART let's go.

Upcoming Meetings

- September 5 - DART FY 2025 Budget and Financial Plan discussion with Service Area cities

- July/August 2024 - Fare Change public meetings

  August 27 public hearing

- Fall 2024

  FY25 Service Change public hearings



Existing			Proposed		
FARE CATEGORY	LOCAL	LOCAL REDUCED	FARE CATEGORY	LOCAL	LOCAL REDUCED
Single Ride (Bus and GoLink Only)	$2.50	$1.25			
AM/PM Pass	$3.00	$1.50	3-Hour Pass	$3.00	$1.50
Midday Pass	$2.00	N/A			
Day Pass*	$6.00	$3.00	Day Pass*	$6.00	$3.00
Monthly Pass*	$96.00	$48.00	Monthly Pass*	$126.00	$63.00
Annual Pass	$960.00		Annual Pass	REMOVED	
Paratransit**	$3.50/$1.00		Paratransit**	$3.50/$1.00	

* Fare capping applies

** While the paratransit single-ride fare of $3.50 and the paratransit to fixed route single-ride fare of $1.00 have been effective since 2018, DART has continued to charge $3.00 and $0.75 respectively, until the new fare structure is implemented on March 1, 2025.

DART let's go.

Vision Statement and Mission Statement

Vision Statement

Your first-in-mind mobility partner.

Mission Statement

We create best-in-class mobility experiences that help people and communities connect and flourish.

DART let's go.

Thank You

DART let's go.



City Council (FY24) **6. b.**

Meeting Date: 08/13/2024

Department: Finance

Key Focus Areas: Community Engagement

AGENDA CAPTION:

Present and discuss Metrocrest Services grant funding for Fiscal Year 2025.

BACKGROUND:

At the request of Council, non-profit organizations that submitted an application for grant funding from the Town of Addison for Fiscal Year 2025 were invited to present to the City Council. The purpose of the presentation is to allow the City Council the opportunity to hear more about each organization's mission and what they do to serve the Addison community.

Following the July 23rd Council meeting, where three applicants presented, the remaining applicant, Metrocrest Services, was scheduled to present at the August 13th Council meeting. The City Council will make final funding decisions as part of the budget process.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - Metrocrest Services

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metrocrest services®

ADDISON

August 13, 2024

Funding Proposal

- Annual Service Contract - $139,653 *(current)*
- Homeless Outreach and Diversion Services - $23,068 *(new)*
- **Total Request - $162,721**

The Path to Self-Sufficiency





Changes in Service Delivery

Expanded Nutrition Program

- Client-choice Food Pantry
- Mobile Food Pantry
- Nudge & Hope for Tomorrow Nutrition Education



Community Partners

- Metrocare mental health services
- Your Health Matters Informational Series



Senior Programs

- Home Delivered Meals
- Mobility Options
- Home Safety Modifications
- Case Management



Successes

Completed New Facility





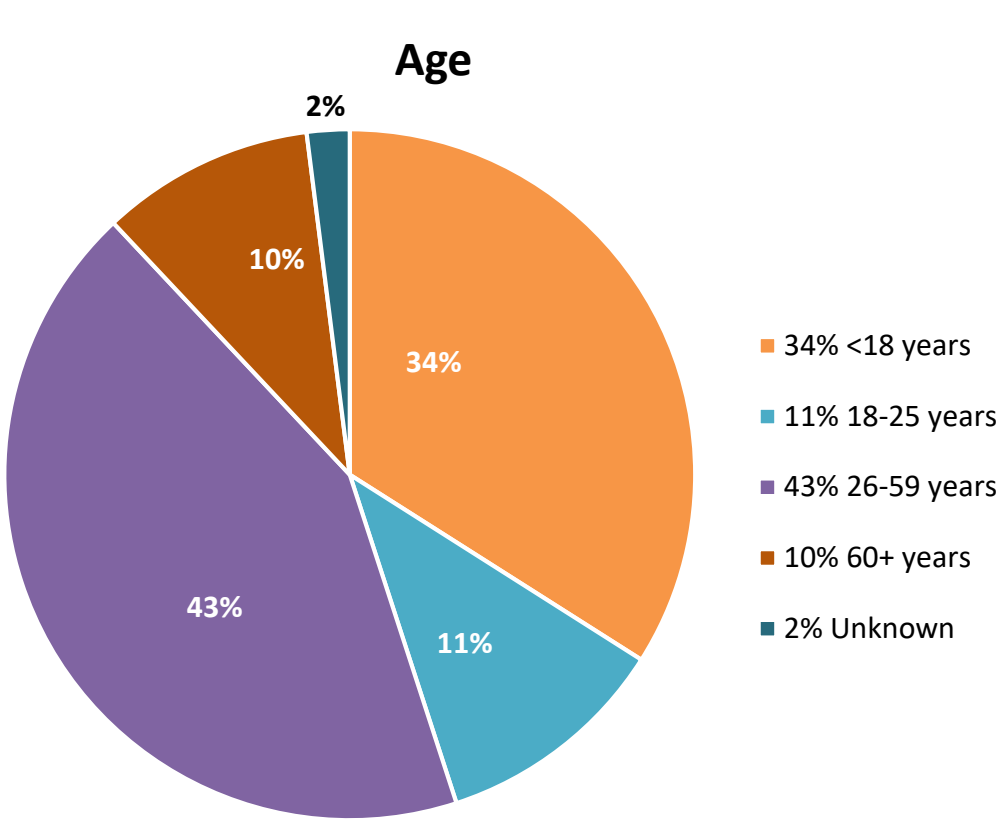
Mortgage Free

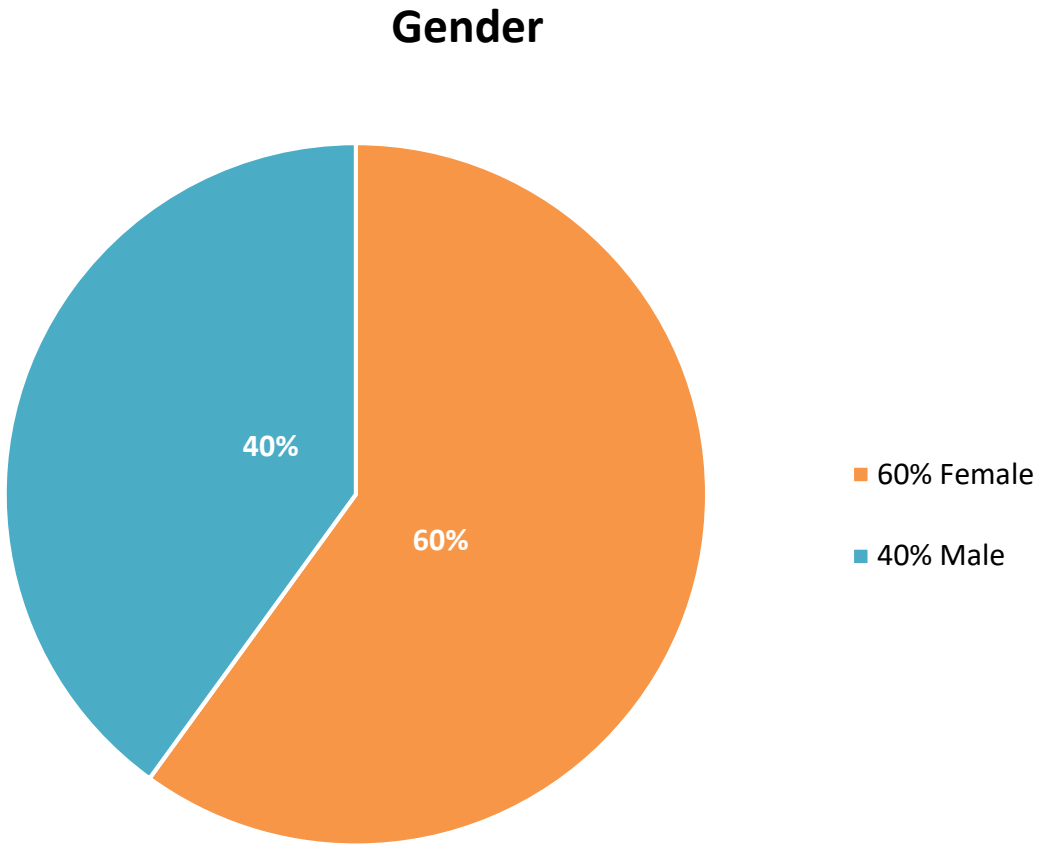
Complementary Partner Program



Who We Serve

22,053 people served in 2023

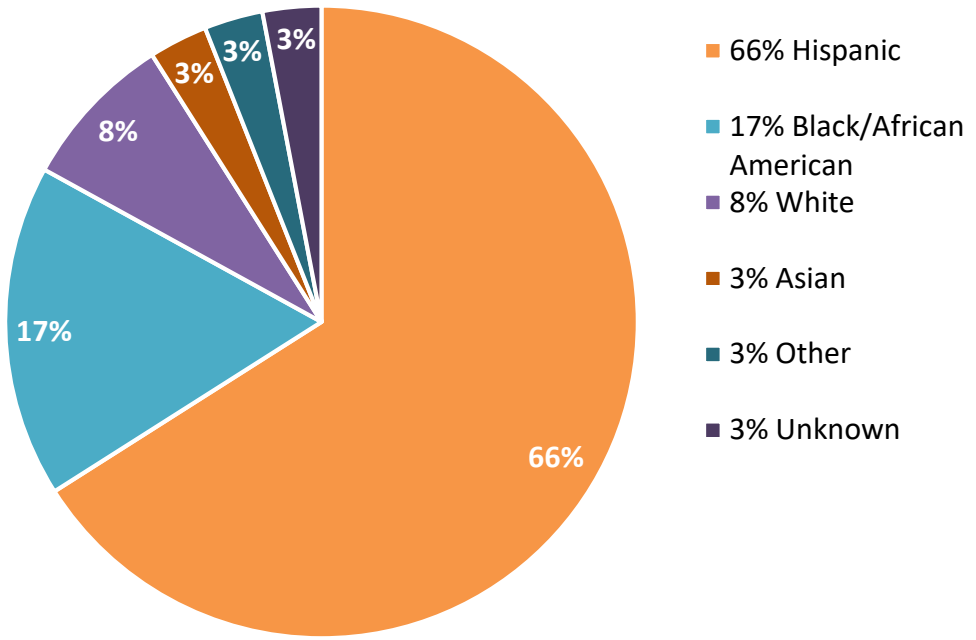




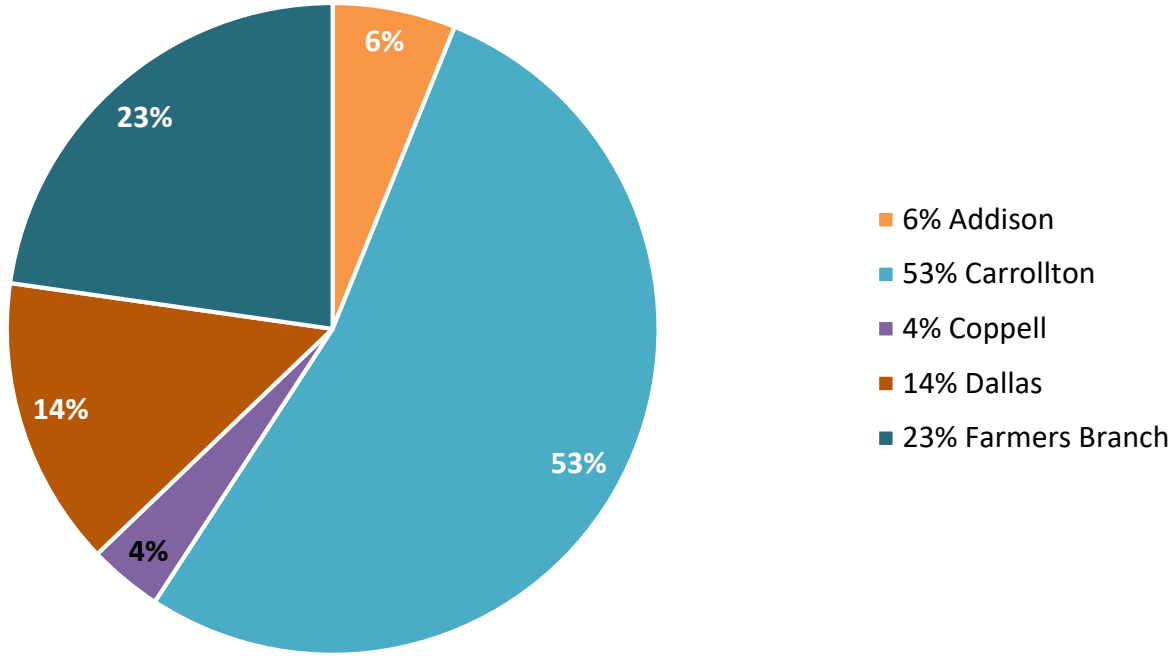
FY 2023

Who We Serve

Ethnicity

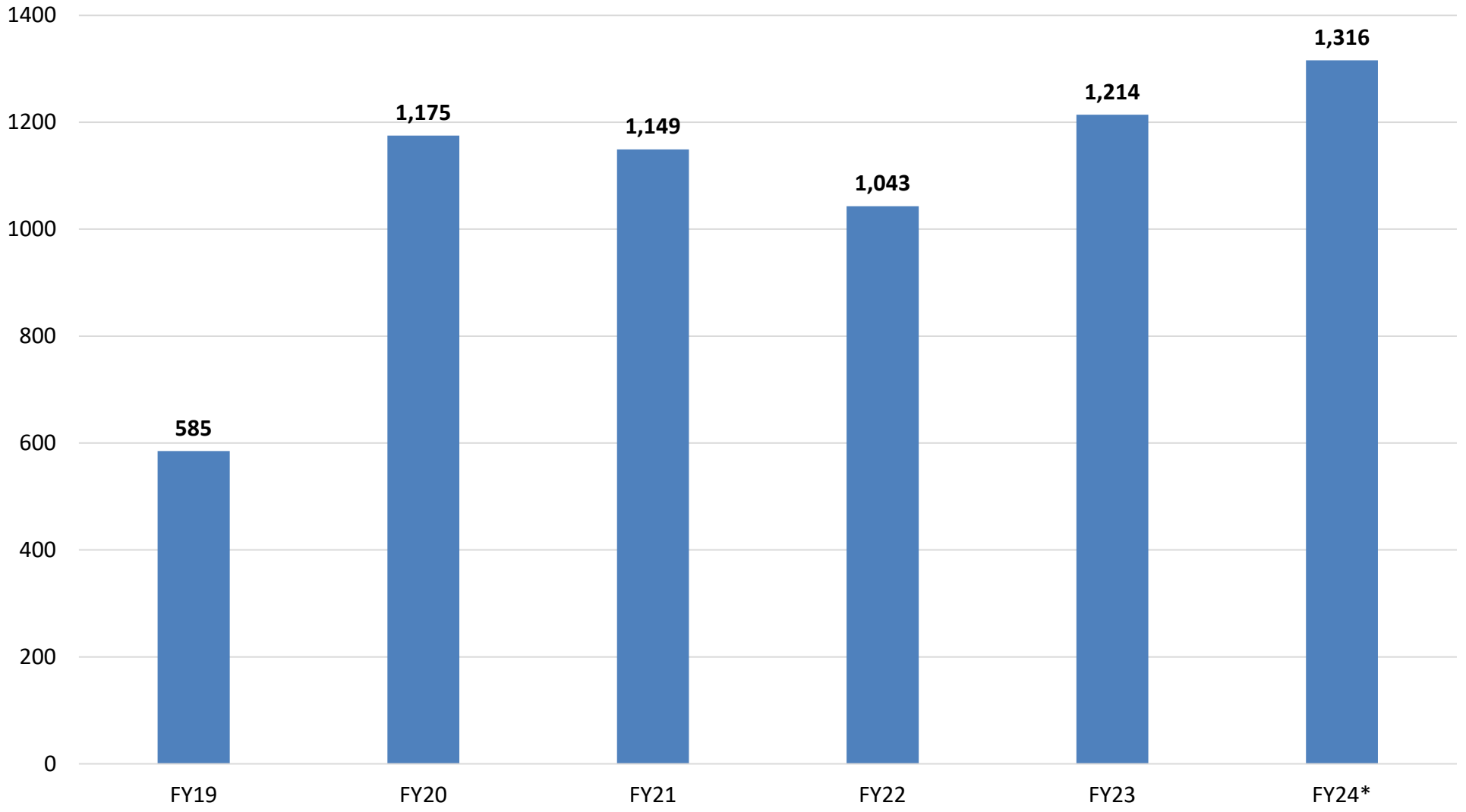


Services by City



FY 2023

Addison Residents Served



** Projected*

Housing Stability

85 Addison households received rent and utility assistance, totaling **$95,310** in emergency financial support.



"They helped me pay my rent and my utilities. Without their help, I would have had to get evicted. But because they helped me, I have a roof over me and my children's heads."
-Angel

Oct. 2023 – June 2024

Food Assistance

1,075 Addison residents received nutritious food.

133,600 pounds of food provided, creating **112,224** meals.



Before going to Metrocrest, there were days I would have to decide between buying gas and getting more food. I do not have to make that decision anymore.
- Emery

Oct. 2023 – June 2024

Economic Stability

111 Addison households have received financial education and learned how to better manage their finances.

121 Addison residents have received workforce development services.



We started learning to budget more and work on learning different ways to earn income.
-Cameron

Oct. 2023 – June 2024

Homeless Response and Outreach

52 unsheltered residents served in Addison this Fiscal Year (YTD)

6 households (20 individuals) received diversion services



What is Diversion Services?
A strategy used to help individuals and families who are facing imminent homelessness find immediate alternatives to entering the shelter system.

Types of Diversion Services

- Bus tickets
- Temporary housing
- Document assistance
- Connecting with family and other support groups

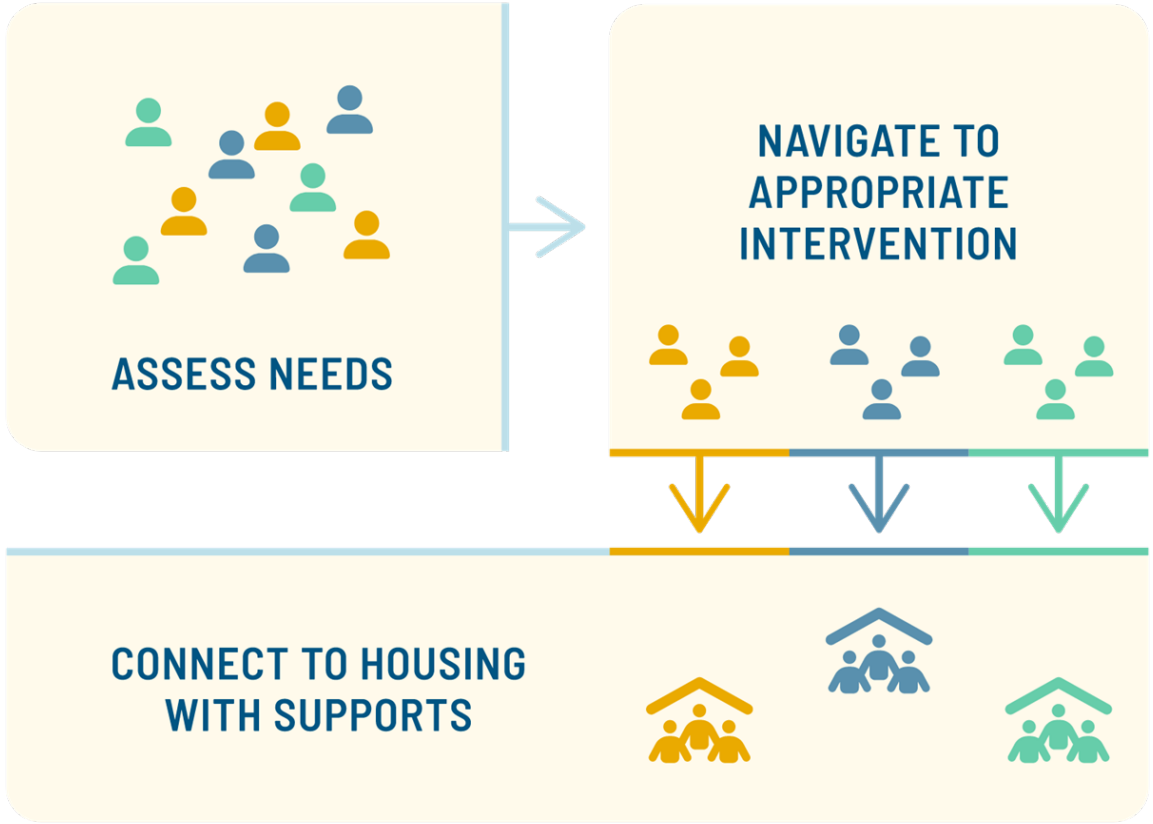
The primary goal of diversion is to prevent homelessness by using creative problem-solving and resource allocation to keep people in their current housing situation or to find other safe and stable housing solutions.

Homeless Response and Outreach

Member of Housing Forward's All Neighbors Collation

- Collaboration with members throughout the region to provide resources based on each individuals needs

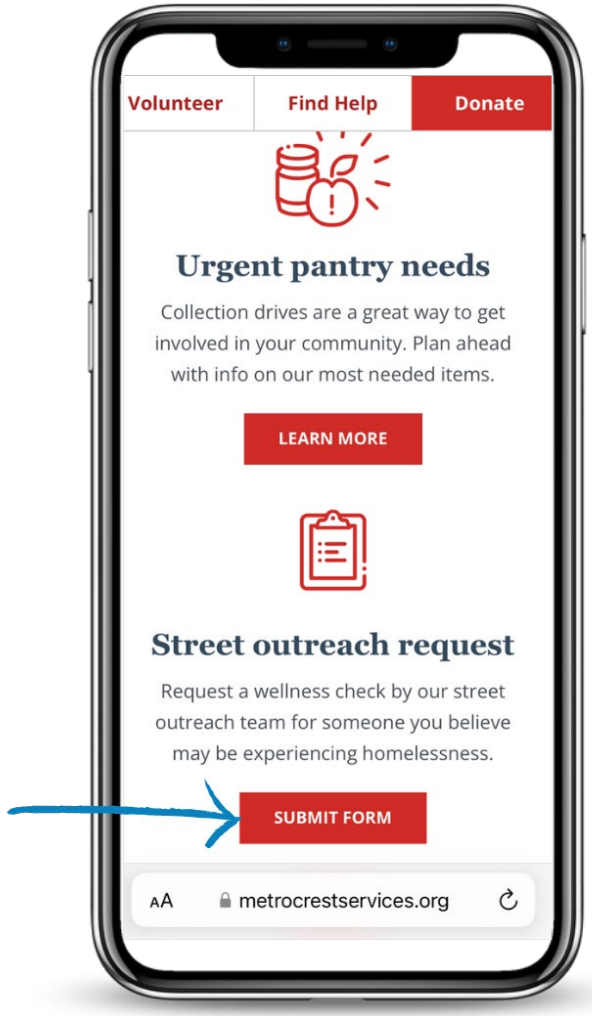
HOUSING FORWARD



Homeless Response and Outreach

Requesting Additional Funding to support:

- **Increased Coordination**– a monthly meeting with a Metrocrest Services staff member to review sites/locations and develop actions/plans.
- **Process for Assistance Requests** – Manage a system for Town staff to submit requests for Street Outreach based upon observed activity.
- **Partnered Street Outreach** – Town of Addison Police and Metrocrest Homeless Response coordinate outreach, based on available resources.
- **Homeless Response Training** – Provided specialized training to First Responders to effectively communicate with individuals experiencing homelessness.



Thank You!

Tracy Eubanks
Chief Executive Officer
teubanks@metrocrestservices.org
972-446-2101

Follow Us!

City Council (FY24) **6. c.**

Meeting Date: 08/13/2024

Department: Development Services

Key Focus Areas: Economic Development and Revitalization

AGENDA CAPTION:

Present and discuss progress on the Rental & Lodging Registration and Inspection Program.

BACKGROUND:

The FY2024 budget allocated funds for new personnel and resources for the creation of the Neighborhood Services Division, which allows for expanded service offerings to residents, visitors, and property owners. This new team significantly expanded code compliance, allows for the transition of animal control to the Development & Neighborhood Services Department, and the establishment of a rental and lodging registration and inspections program.

The intent of the rental and lodging registration and inspection program is to ensure and promote healthy and safe conditions for all rental properties and hotel/motel establishments and provide an opportunity to engage with the rental community. This registration program is proposed to apply to all rental properties, including single-family, townhomes, duplexes, condominiums, apartments, as well as hotel/motel establishments.

The Neighborhood Services staff has developed a rental and lodging registration and inspection program and proposed fees. Staff seeks feedback from City Council on the program.

This program will support several City Council initiatives, including:

- Develop education and outreach programs for residents, property owners, and businesses.
- Develop and implement a rental housing and lodging registration and inspection program to improve safety.
- Conduct semi-annual engagement and coordination meetings for multifamily property managers.

RECOMMENDATION:

Information only, No action required.

Attachments

Rental & Lodging Program Presentation
Comparator City Analysis
Rental & Lodging Program FAQ

Rental/Lodging Registration & Inspection Program

August 13, 2024

Background

With the FY2024 budget, the Development Services Department was expanded to include Neighborhood Services. The budget funded new personnel, equipment, and other resources.

The intent of Neighborhood Services was to focus on maintenance, vitality and engagement, and other community services, including the Rental & Lodging Registration and Inspection Program.

Background

The mission of the Neighborhood Services division is to enhance and protect the quality of life for our residents by promoting a safe, vibrant, and a more engaged community.

The Neighborhood Services division is composed of:

- Code Compliance
- Environmental Health
- Animal Services (In Transition)

Overview

The Rental & Lodging Registration and Inspection program is designed to ensure and promote healthy and safe conditions for all rental properties (multifamily, single-family, etc.) and hotel/motels establishments.



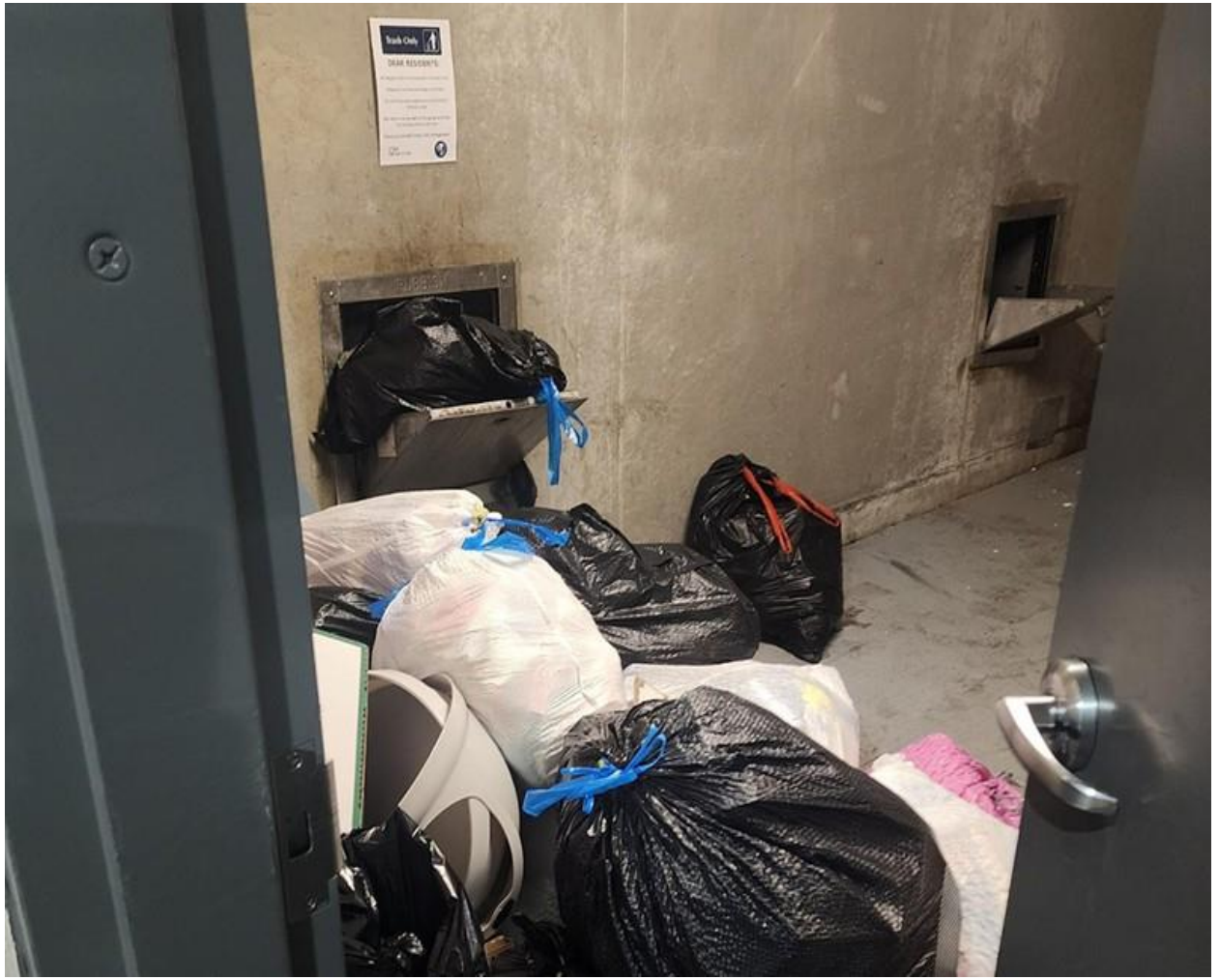
This program will address:

- Unsafe, or unhealthy conditions.
- Threats to the structural integrity of buildings.
- Deferred building maintenance by owners.

Deferred Maintenance







Overview

Program Goals:

- Maintain a healthy housing stock for the Town.
- Ensure the health and safety of residents and visitors.
- Work with rental and hotel/motel owners upfront to achieve voluntary compliance by identifying and abating issues.
- Eliminate substandard conditions in rentals and hotel/motels.
- Building relationships with rental community, property managers, and property owners.

Overview

Who is affected?

- Single-family rental properties, which may include townhomes, condominiums, and duplexes;
- Multi-family properties (apartment complexes); and
- Hotel/Motels

Proposed Ordinance

Registration:

- All rental property owners must register their properties with the Town of Addison.
  - Single-Family (includes Townhomes, Duplexes, Condominiums)
  - Multi-Family (Apartments)
  - Hotel/Motels
- Property owners are required to submit applications with detailed information such as:
  - Business entities
  - Physical address
  - Emergency contact information
  - Mortgagee name and contact details
- The Director has the authority to deny, suspend, or revoke registrations based on various factors

Proposed Ordinance Continued

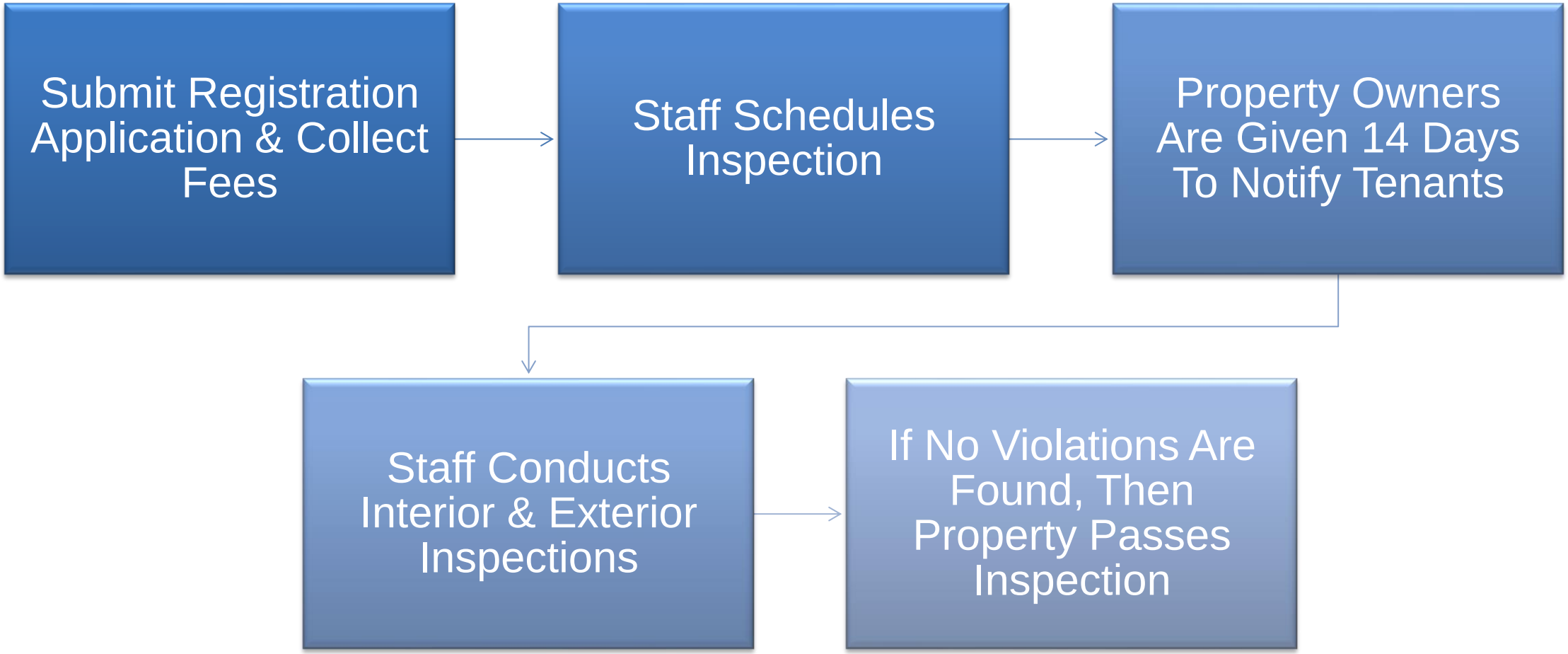
Inspection:

- The Town of Addison may conduct property inspections to ensure compliance with building, property, health, fire, and safety codes.
- Exterior and interior inspections will be conducted on all rental properties.
    - *Exceptions may include multi-family and hotel/motels less than 5 years old or interior units beyond 5%.*
- Staff will provide at least a 14-day notice for interior inspections.
- Inspections can also be complaint driven and are not limited to routine inspections. Staff may also proactively enforce all codes as needed.
- It shall be unlawful for owners to prevent inspections or falsify records.
- Staff will prioritize inspections based upon age and complaints/violations.

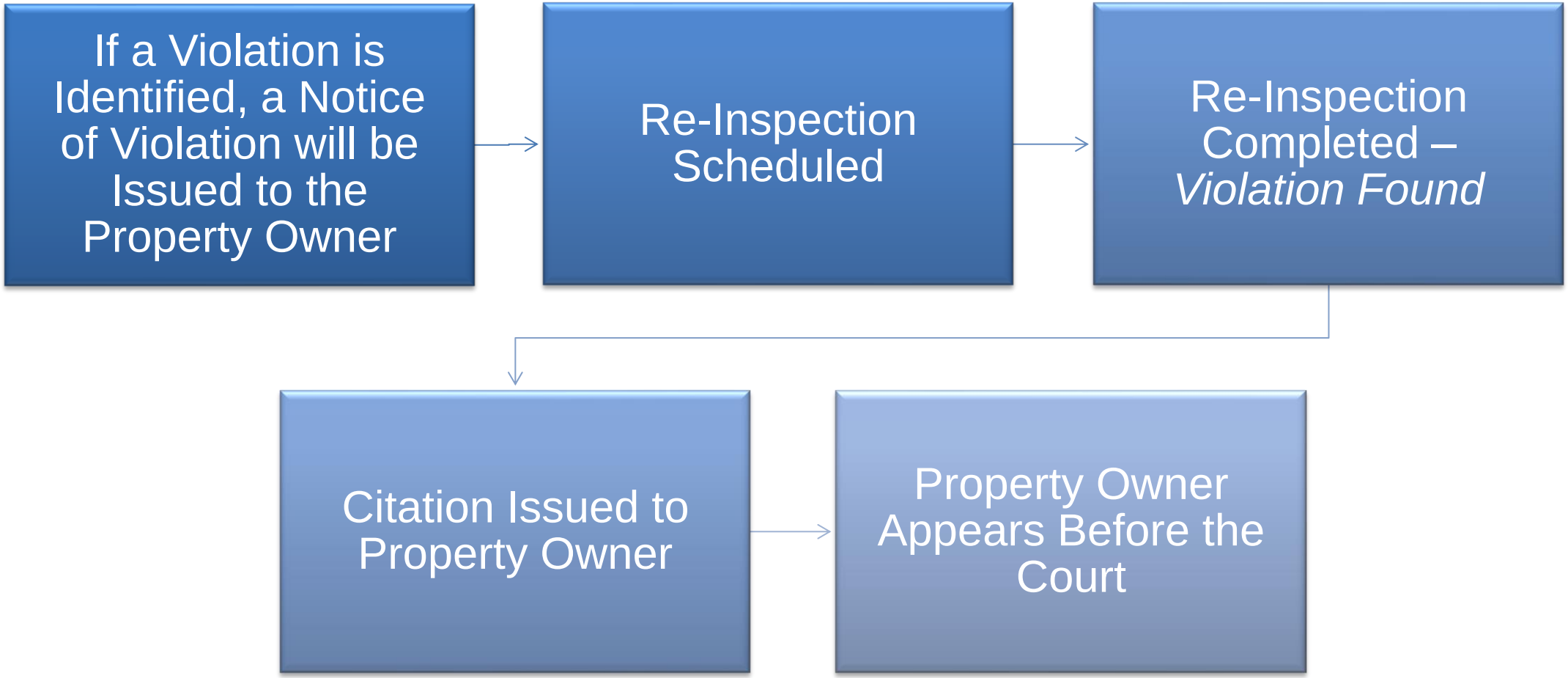
Implementation

- Annual registration (expiration on December 31st of every year)
- Proposed effective date of January 1, 2025
- Deadline for registrations is March 1st (after deadline property is subject to citation(s))
- Inspections may begin once registration and fees have been received
- Multifamily and Hotel/Motels built within the past 5 years are exempt from routine inspections (exterior + interior (5% of total number of units)), however, staff may inspect at any time based upon complaints and/or violations present

Process


Submit Registration Application & Collect Fees
Staff Schedules Inspection
Property Owners Are Given 14 Days To Notify Tenants
Staff Conducts Interior & Exterior Inspections
If No Violations Are Found, Then Property Passes Inspection

Process Continued



Cost Recovery

What is Cost Recovery?

Full cost recovery means securing funding for all the costs involved in running the program directly and indirectly annually.

The proposed fees for this program are based upon the anticipated operating cost. It is important to remain competitive within the region, however, it is also necessary to ensure the program is self sustaining.



Fees & Projected Revenue

Single-Family Fee (per year)	Multi-Family Fee (per unit)	Hotel/Motel Fee (per unit)	Short-Term Rental Fee (per year)	Re-inspection Fee
$115 (proposed)	$25 (proposed)	$40 (proposed)	$115 (existing)	$75/$125 (proposed)

Projected Revenue

- Single-Family: **$115** x 242= $27,830
- Multi-Family: **$25** x 9,200= $230,000
- Hotel/Motel: **$40** x 3,896 = $155,840

Total Projected Revenue = $413,670
Anticipated Cost Recovery ~ 100%

Questions?

Comparator City Analysis
Rental & Lodging Registration and Inspection Program
August 13, 2024

Municipality	Single-Family Fee (per year)	Multi-Family Fee (per unit)	Hotel/Motel Fee (per unit)	Short-Term Rental Fee (per year)	Re-inspection Fee
Addison	$115 (proposed)	$25 (proposed)	$40 (proposed)	$115 (existing)	$75/$125 (proposed)
Allen	*N/A*	$15	*N/A*	$350	$25
Carrollton	$50	$13*	$13*	$250	$75
Farmers Branch	$120	$15	*N/A*	$120	$150
Garland	$65	$13	*N/A*	$65	$100
Grapevine	*N/A*	*N/A*	*N/A*	$500**	*N/A*
Grand Prairie	*N/A*	Tier I - $12.60 Tier II - $18.90 Tier III - $25.20	Tier I – $8.10 Tier II - $12.15 Tier III - $16.20	$480	$25
Irving	*N/A*	Level ½ $13.16 Level ¾ $17.50	*N/A*	$200	$75
Little Elm	$85	$85 + $25 per unit	*N/A*	$200	*N/A*
McKinney	*N/A*	$25***	*N/A*	*N/A*	$50
Plano	*N/A*	$11	$8	$300	$250
The Colony	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
Richardson	$75	$13	*N/A*	$75	*N/A*
University Park	*N/A*	*N/A*	*N/A*	*N/A*	*N/A*
Average of Comparators	**$79**	**$16.30**	**$12.40**	**$260**	**$93.75**

*Carrollton has minimum of $250; whichever is greater.
**Grapevine only allows STR in multi-family zoned areas.
***McKinney registration fee is per apartment building not per unit.

Rental & Lodging Registration and Inspection Program
Frequently Asked Questions
August 13, 2024

What rental properties must be registered?

- All non-owner-occupied rental properties, which includes single-family detached homes, duplexes, townhomes, condominium units, apartment complexes, hotel/motels.

How long does the registration last?

- This program is proposed to be an annual registration. The registration is based upon the calendar year - property owners must renew by January 1st of each year. Registrations expire on December 31st.

Are inspections required for the rental registration program?

- Yes. It is the intent of this program that Code Compliance will complete an exterior inspection on all rental properties within Addison. Interior inspections will be completed on all single-unit rentals, such as single-family homes. For apartment complexes and hotel/motels, interior inspections will be completed for a minimum of 5% of the units for all properties greater than 5 years old (Example: 240-unit apartment complex, a minimum of 12 units inspected at random).

  The program proposes to exclude apartment complexes and hotel/motels that are less than 5 years old from annual inspections. The intent of this exception is to help maintain a manageable workload with current staffing levels. This exception does not restrict the ability to inspect. Staff may still complete an inspection if a violation is identified or by complaint.

May a tenant request an inspection of the home or unit?

- Yes. Code Compliance will continue to complete inspections proactively and by complaint.

Must I register my house if occupied by a relative?

- No. A home occupied by blood relative or by marriage does not need to be registered.

What is the fee to register?

- Single-Family - $115 (proposed)
- Short-Term Rental - $115 (existing)
- Multi-Family - $25 per unit (proposed)
- Hotel/Motel - $40 per unit (proposed)

What will happen if a property does not register?

- Failure to register any qualifying property will result in a enforcement action, including issuance of a notice of violation. If compliance is not achieved, citations may be issued.

When is the deadline to register/renew a property?

- Registrations expire annually on December 31st. Registration/renewal would be due on March 1st.

What does staff look for when completing inspections?

- Code Compliance staff primarily utilized the International Property Maintenance Code (IPMC) to ensure that our built environment is properly maintained. The Town enforces the 2024 IPMC with some local amendments, which was adopted in April 2024 by City Council. You can access the online version of the 2024 IPMC here (use table of contents on the left to navigate the document).

  In addition to the IPMC, Code Compliance may also enforce any code or regulation which has been adopted by the Town. This may include, but is not limited to, building codes, fire codes, zoning ordinance, and sign ordinance.

City Council (FY24) **6. d.**

Meeting Date: 08/13/2024

Department: Parks & Recreation

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

AGENDA CAPTION:

Present and discuss the Parkland Dedication and Development Fee Study.

BACKGROUND:

This presentation builds on the Work Session item from the June 25, 2024 City Council Meeting in which staff and the project consultant presented initial information. A report was provided to Council outlining proposed parkland dedication requirements and park development fees for Addison. During Council's review, there was a request for additional information to help guide a decision on adopting the proposed requirements and fees.

This presentation will offer a recap of the previous shared information and introduce the additional requested details. This will facilitate the discussion and help guide decisions related to the possible adoption of a future resolution for these requirements and fees. Council feedback will be solicited for the items below :

- Proposed Parkland Development Requirement of 1 Acre of Parkland / 100 Dwelling Units.
- Proposed Fee-In-Lieu if land at a discounted rate of 30%
- Proposed Park Development Fee at a discounted rate of 30%

For further context to help support the discussion, historical information is also included below.

Historical Context:

The Parks, Recreation and Open Space (PROS) Plan identifies land and funding strategies to help address planning direction and long-term 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% 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.

RECOMMENDATION:

Council direction is requested.

Attachments

Presentation - Parkland Dedication & Development Fee Study

FAQ - Parkland Dedication & Development Fee Study

Parkland Dedication and Development Fee Study

August 13, 2024

Overview

This presentation is a follow up to the Work Session item from June 25, 2024 City Council Meeting. A report was given to Council that included the background for considering parkland dedication requirements and park development fees for Addison.

During that presentation, Council requested that a future Work Session item for the following additional information:

- Full list of associated fees for comparator cities.
- Inclusion of townhome development in comparison projects.

This presentation will begin with a high-level overview of the previous presentation, present the additional information requested, and provide additional information to help facilitate discussion.

Overview

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 if land dedication requirements are not in alignment with established planning documents.

- Create **Park Development** Fee
  - One-time payments for new and redeveloped properties.
  - Adopted to “develop and enhance” public parks and recreation opportunities.

Overview

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, and possible use.

Overview

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 daytime population increase

Recommendation

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. making an effort to dedicate appropriate park land / trail corridor.
- Want to remain “development friendly” – attract high quality development projects.

Recommendation

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

Recommendation

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

*Recommended

Comparator City Analysis

A comparator city analysis has been conducted to help develop an understanding of how the proposed recommendations align and compare with other requirements the DFW development community is familiar with. The analysis is included on the following slides and an overview is provided below:

Comparator City Analysis Overview

- Seven have a land dedication requirement.
- Six have provisions for a fee-in-lieu of land dedication.
- Six have a park development fee.
- Eleven have a park level of service higher than Addison.
- Nine charge impact fees for roadways, wastewater and / or water.

Comparator City - Analysis

Municipality	Land Dedication Requirement (Acres / Dwelling Units)	Fee-in-Lieu of Land Dedication (Per Dwelling Unit)	Park Development Fee (Per Dwelling Unit)	Park Level of Service (Acres / 1,000 Residents)	Municipal Impact Fees Roadway	Municipal Impact Fees Wastewater (Based on Meter Size Unless Noted)	Municipal Impact Fees Water (Based on Meter Size Unless Noted)
Addison (Recommended Fees)	1 /100	$3,752 (with 30% discount)	$1,784 (with 30% discount)	7.2	None	None	None
Allen	1 /100	$645	$645	14.1	$843.48+ (SF) $375+(MF)	$1989 - $222,845	$3,137 - $351,444
Carrollton	None	None	None	12.7	None	$190 - $30,890	$560 - $90,960
Coppell	1 / 100	None	None	12.7	$177.50	$445 - $98,079	$1,327 – 292,113
Farmers Branch	None	None	None	5.4	None	None	None
Flower Mound	1 / 30 (SF) 1 / 36 (MF)	Fair Market Value	$1,388	12.6	$796 – $17,974	$0 – $127,750	$3,741 – $1,309,350
Frisco	1 / 40 (SF) 1 / 63 (MF)	60% Fair Market Value	$1,661 (SF) $1,052 (MF)	12.6	$724 - $4257	$2,364 – $476,076	$2,100 – $424,990
Grapevine	1 / 144	$807 – $1,416	None	31.3	None	$355 – $19,381	$432 – $15,523
Irving	None	None	None	8.2	$146 – $1,000	$1,088 - $1,862	$1,605 - $2,756

Analysis – Comparator City

Municipality	Land Dedication Requirement (Acres / Dwelling Units)	Fee-in-Lieu of Land Dedication (Per Dwelling Unit)	Park Development Fee (Per Dwelling Unit)	Park Level of Service (Acres / 1,000 Residents)	Municipal Impact Fees Roadway	Municipal Impact Fees Wastewater (Based on Meter Size Unless Noted)	Municipal Impact Fees Water (Based on Meter Size Unless Noted)
Lewisville	1 /33	Fair Market Value	$1,110	11.8	None	$2,724 - $599,280	$2,614 - $575,080
McKinney	1 /37	Fair Market Value	$1,812	14.5	$1,754 - $321,560	$2,899 - $531,474	
Plano	None	None	$2,865 (SF) $1,442 (MF)	15.09	None	None	None
Richardson	None	None	None	13.1	None	None	None

Analysis – Parkland Dedication or Fee-In-Lieu

Purpose is to support the Town's efforts in maintaining parks and recreation levels of service.

- Land dedicated for parks and recreation uses, or
- Funds primarily used for land acquisition.

Recommendation			
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

To facilitate the discussion, four existing projects were utilized to analyze land dedication requirements for what was implemented vs what recommendations would require. Those projects are:

- Addison Grove - mixed-use project with dedicated park space.
- AMLI, Treehouse Phase I – mixed-use project with dedicated park space.
- Cobalt Homes Addison Reserve – townhome project with dedicated park space.
- JPI – Apartment Project – apartment project with privately owned public space provided.

Comparative Projects – Land Dedication

Parkland Dedication or Fee-In-Lieu

Purpose is to support Town's efforts in maintaining parks and recreation levels of service.

- Land dedicated for parks and recreation uses or
- Funds primarily used for land acquisition.

Addison Grove Park Land Dedication Fee (Mixed-Use Project)				
Requirement Dedication: 1 Acre / 100 DU Or Fee In-Lieu-Of: $5,360 / DU (Maximum Fee) **Project DU = 499**	**What was Implemented**		**Proposed New Ordinance (With 25% Discount $4,020 / DU)**	**Proposed New Ordinance (With 30% Discount $3,752 DU)***
	Parkland Dedication	1 Acre	4.99 Acres	4.99
	Fee – In - Lieu	None	$1,603,980 for 3.99 Acres of land that was not dedicated or $2,005,980 if no land was dedicated.	$1,497,048 for 3.99 Acres of land that was not dedicated or $1,872,248 if no land was dedicated.

*Recommended

Comparative Projects – Land Dedication

Parkland Dedication or Fee-In-Lieu

Purpose is to support Town's efforts in maintaining parks and recreation levels of service.

- Land dedicated for parks and recreation uses or
- Funds primarily used for land acquisition.

AMLI Treehouse, Phase I Land Dedication Fee (Mixed-Use Project)				
Requirement Dedication: 1 Acre / 100 DU Or Fee In-Lieu-Of: $5,360 / DU (Maximum Fee) **Project DU = 449**	**What was Implemented**		**Proposed New Ordinance (With 25% Discount $4,020 / DU)**	**Proposed New Ordinance (With 30% Discount $3,752 DU)**
	Parkland Dedication	3 Acres	4.49 Acres	4.49
	Fee – In - Lieu	None	$598,980 for 1.49 Acres of land that was not dedicated or $1,804,980 if no land was dedicated.	$559,048 for 1.49 Acres of land that was not dedicated or $1,684,684 if no land was dedicated.

*Recommended

Comparative Projects – Land Dedication

Parkland Dedication or Fee-In-Lieu

Purpose is to support Town's efforts in maintaining parks and recreation levels of service.

- Land dedicated for parks and recreation uses or
- Funds primarily used for land acquisition.

Cobalt Homes Land Dedication Fee (Townhome)				
Requirement Dedication: 1 Acre / 100 DU Or Fee In-Lieu-Of: $5,360 / DU (Maximum Fee) **Project DU = 31**	**What was Implemented**		**Proposed New Ordinance (With 25% Discount $4,020 / DU)**	**Proposed New Ordinance (With 30% Discount $3,752 DU)**
	Parkland Dedication	.21 Acres	.31 Acres	.31
	Fee – In - Lieu	None	$4,020 for .10 Acres of land that was not dedicated or $124,620 if no land was dedicated.	$3,752 for .10 Acres of land that was not dedicated or $116,312 if no land was dedicated.

*Recommended

Comparative Projects – Land Dedication

Parkland Dedication or Fee-In-Lieu

Purpose is to support Town's efforts in maintaining parks and recreation levels of service.

- Land dedicated for parks and recreation uses or
- Funds primarily used for land acquisition.

Jefferson Aero Land Dedication Fee (Apartment)				
Requirement Dedication: 1 Acre / 100 DU Or Fee In-Lieu-Of: $5,360 / DU (Maximum Fee) **Project DU = 293**	**What was Implemented**		**Proposed New Ordinance (With 25% Discount $4,020 / DU)**	**Proposed New Ordinance (With 30% Discount $3,752 DU)**
	Parkland Dedication	0 Acres	2.93 Acres	2.93 Acres
	Fee – In - Lieu	None	50% credit of .08 Acres applied to requirement. $1,145,700 for 2.85 Acres of land that was not dedicated. or $1,177,860 if no land was dedicated.	50% credit of .08 Acres applied to requirement. $1,069.320 for 2.85 Acres of land that was not dedicated. or $1,099,336 if no land was dedicated.
	Privately Owned Public Space	4,260 SF Plaza + 3,330 SF Trail		

*Recommended

Comparative Projects – Park Development Fee

Park Development Fee

- Park development fees are often used for purposes related to the development, upgrade, and replacement of public parks and recreational facilities.

Fee	Maximum Allowable Fee	25% Discount	30% Discount
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

To facilitate the discussion four existing projects were utilized to analyze park development fees for what was implemented vs what recommendations would require. Those projects are:

- Addison Grove - mixed-use project which developed park property.
- AMLI, Treehouse Phase I – mixed-use project which developed park property.
- Cobalt Homes Addison Reserve – townhome Project which developed park property.
- JPI – Apartment Project – apartment project which developed privately owned public space.

Comparative Projects – Park Development Fee

Addison Grove – Park Development Fee Analysis				
Dwelling Units **499** **Retail Commercial** **20,000 SF** **Requirement (Maximum Fee)** **Residential: $2,549 / DU** Industrial: $0.58 / Sq Ft Hotel: $0.61 / SF Retail: $1.36 / SF Office $1.34 / SF	**What was Implemented**		**Proposed New Ordinance (With 25% Discount, $1,912)**	**Proposed New Ordinance (With 30% Discount, $1,784)**
	Park Development Fee Residential	$1,000,000	$954,088	$890,216
	Park Development Fee Commercial	None	$20,400 (Retail)	$19,040 (Retail)
	Privately Owned Public Space	None		

*Recommended

Comparative Projects – Park Development Fees

AMLI– Park Development Fee Analysis				
Dwelling Units **449** **Retail Commercial** **7,000 SF** **Requirement (Maximum Fee)** **Residential: $2,549 / DU** Industrial: $0.58 / Sq Ft Hotel: $0.61 / SF Retail: $1.36 / SF Office $1.34 / SF	**What was Implemented**		**Proposed New Ordinance (With 25% Discount, $1,912)**	**Proposed New Ordinance (With 30% Discount, $1,784)**
	Park Development Fee Residential	Unknown for Trail $100,000 for Dog Park $150,000 Public Art	$858,488	$890,216
	Park Development Fee Commercial	None	$9,520 (Retail)	$9,520 (Retail)
	Privately Owned Public Space	None		

*Recommended

Comparative Projects – Park Development Fees

Cobalt Homes– Park Development Fee Analysis				
Dwelling Units **31** **Retail Commercial** **None** **Requirement (Maximum Fee)** **Residential: $2,549 / DU** Industrial: $0.58 / Sq Ft Hotel: $0.61 / SF Retail: $1.36 / SF Office $1.34 / SF	**What was Implemented**		**Proposed New Ordinance (With 25% Discount, $1,912)**	**Proposed New Ordinance (With 30% Discount, $1,784)**
	Park Development Fee Residential	Unknown Trail and Open Space Development	$59,272	$55,304
	Park Development Fee Commercial	None	None	None
	Privately Owned Public Space	None	None	None

*Recommended

Comparative Projects – Park Development Fees

Jefferson Aero– Park Development Fee Analysis				
Dwelling Units **293** **Retail Commercial** **5,000 SF** **Requirement (Maximum Fee)** **Residential: $2,549 / DU** Industrial: $0.58 / Sq Ft Hotel: $0.61 / SF Retail: $1.36 / SF Office $1.34 / SF	**What was Implemented**		**Proposed New Ordinance (With 25% Discount, $1,912)**	**Proposed New Ordinance (With 30% Discount, $1,784)**
	Park Development Fee Residential	$50,000 for Public Art	$560,216	$522,712
	Park Development Fee Commercial	None	$5,100 (Retail)	$4,760 (Retail)
	Privately Owned Public Space	Unknown	Included in Development	Included in Development

*Recommended

Discussion

Does Council support the proposed parkland development requirement of 1 acre of Parkland / 100 dwelling units?

- Dedicated land would be in conjunction with a residential development.
- Accepted land would be a minimum of 1 acre excluding the following exceptions:
  - Can be connected to a larger tract of existing open space.
  - Identified as a need in the PROS or Trails Master Plan.
  - Provides park space to an area that is lacking within ½ mile of the site.
- 1 acre /100 dwelling units aligns with Addison's current level of service: 7 acres of parkland. (Actual calculation: 1 acre / 93 dwelling units)

Municipality	Land Dedication Requirement (Acres / Dwelling Units)	Park Level of Service (Acres / 1,000 Residents)
Addison (Recommended Fees)	1 /100	7.2
Allen	1 /100	14.1
Carrollton	None	12.7
Coppell	1 / 100	12.7
Farmers Branch	None	5.4
Flower Mound	1 / 30 (SF) 1 / 36 (MF)	12.6
Frisco	1 / 40 (SF) 1 / 63 (MF)	12.6
Grapevine	1 / 144	31.3
Irving	None	8.2

Municipality	Land Dedication Requirement (Acres / Dwelling Units)	Park Level of Service (Acres / 1,000 Residents)
Lewisville	1 /33	11.8
McKinney	1 /37	14.5
Plano	None	15.09
Richardson	None	13.1

Discussion

Does Council support a fee-in-lieu of land and discounting the cost of an acre of land?

- This fee could used for acquiring more park property and purchasing land to complete trail corridors.
- An acre of land in Addison is estimated to be worth $536,000.
- There are approximate 133 acres of available land in Addison (4.7%).
- Three comparator cities charge Fair Market Value (FMV), one city discounts the FMV.

Municipality	Fee-in-Lieu of Land Dedication (Per Dwelling Unit)	Park Level of Service (Acres / 1,000 Residents)
Addison (Recommended Fees)	$3,752 (with 30% discount)	7.2
Allen	$645	14.1
Carrollton	None	12.7
Coppell	None	12.7
Farmers Branch	None	5.4
Flower Mound	Fair Market Value	12.6
Frisco	60% Fair Market Value	12.6
Grapevine	$807 – $1,416	31.3
Irving	None	8.2

Municipality	Fee-in-Lieu of Land Dedication (Per Dwelling Unit)	Park Level of Service (Acres / 1,000 Residents)
Lewisville	Fair Market Value	11.8
McKinney	Fair Market Value	14.5
Plano	None	15.09
Richardson	None	13.1

Discussion

Does Council support a Park Development Fee and a discounted fee of 30%?

- This fee could be used for developing new parks, trails, enhancing existing parks and adding new recreational amenities at the Addison Athletic Club. See representative projects on the next slide.

- Proposed discounted fees align with Frisco, McKinney, and Plano. Plano does not have roadway, wastewater and water impact fees.

Municipality	Park Development Fee (Per Dwelling Unit)
Addison (Recommended Fees)	$1,784 (with 30% discount)
Allen	$645
Carrollton	None
Coppell	None
Farmers Branch	None
Flower Mound	$1,388
Frisco	$1,661 (SF) $1,052 (MF)
Grapevine	None
Irving	None

Municipality	Park Development Fee (Per Dwelling Unit)
Lewisville	$1,110
McKinney	$1,812
Plano	$2,865 (SF) $1,442 (MF)
Richardson	None

Discussion

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.)

Next Steps

- August 14 - Review and revise UDC and Ordinance as needed.
- September 10 - Present final recommendations to City Council.
- October 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 (With25% reduction)	$1,912 (With25% 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 - $,1416	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) **6. e.**

Meeting Date: 08/13/2024

Department: Parks & Recreation

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

AGENDA CAPTION:

Present and discuss proposed holiday programming in the Addison Circle District.

BACKGROUND:

Until 2018, a Tree Lighting Ceremony featuring a 20-foot holiday tree with LED lights was held annually at Beckert Park in the Addison Circle District. The event was funded by MAA (formerly Post Properties). This was discontinued due to repeated vandalism of the lights that caused a strain on MAA and their maintenance vendor. MAA still funds the seasonal lighting of median trees along Quorum Drive in the district. There have been numerous requests from the community to reinstate holiday tree and event to the Addison Circle District. A presentation will be made to explore how the Town can facilitate this. This discussion was not included in the FY 24/25 budget process because ordering materials would need to begin during this fiscal year. If Council supports the recommendations, a budget amendment for FY23/24 will be proposed at a later date.

RECOMMENDATION:

Staff seeks Council direction.

Attachments

Presentation - Addison Circle District Holiday Programming

Addison Circle Park Holiday Programming

August 13, 2024

Background Information

- Through 2018, a Tree Lighting Ceremony took place in Addison Circle District at Beckert Park.
- The tree was 20’ tall and featured LED lights.
- MAA, formerly Post Properties, funded the tree and the lighting ceremony.
- Repeat vandalism of the lights put a strain on MAA and the vendor hired to maintain the tree, which resulted in MAA ceasing installation of the tree and the ceremony.
- MAA continues to fund the lighting of median trees on Quorum Dr. in Addison Circle District.
- Numerous requests have been made to the Town to bring the holiday tree event back to Addison Circle District.



Proposed Solution

Staff recommends locating a holiday tree at Addison Circle Park.

- 32’ tall holiday “twinkly” tree with addressable LED’s.
- Tree would be installed prior to Thanksgiving and lights would be white at installation.
- At a Tree Lighting Ceremony on December 6, 2024, a program that animates the lights and changes light colors would turn on.
- Parks & Recreation would work with Special Events to combine the ceremony with Holiday in the Park.
- To prevent vandalism, a 6’ tall branded tree base would be included.
- Accessory plaza trees or decorations (snowflakes, ornaments etc.) would be added to create a holiday scene in the plaza.









Proposed Programming

To bring visitors to the Addison Circle District, the following seasonal programming could be added:

- Tree Lighting Ceremony:
  - Holiday band
  - Visit from Santa
  - Mailbox for letters to Santa
  - Hot cocoa bar
- Carriage rides around Addison Circle District - 12 Nights
- Tree uplighting in Addison Circle District
- Encourage businesses in Addison Circle District to light their facades and add holiday decorations



Proposed Programming



Proposed Programming Costs

Holiday Decorations **$69,000**

- 5-year lease, includes maintenance, storage, and installation
- 32’ Tree
- 6’ Branded Riser
- Accessory decorations
- Light programming

Tree Lighting Ceremony **$13,600**

- Holiday band
- Stage and sound
- Advertising

Carriage Rides **$30,000***

- Weekly carriage ride service (Friday – Sunday)
- Up-lights for Addison Circle District
- Seasonal Recreation staff

Next Steps

- Contract to Council meeting for lease of holiday tree and decorations - August 27, 2024
- Deposits paid to secure holiday band, stage, and carriage company - September 1, 2024
- Light and tree installation - November 2024
- Tree Lighting Ceremony - December 6, 2024
- Carriage rides begin - December 6, 2024

Questions?

City Council (FY24) **2. a.**
Meeting Date: 08/13/2024
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: 08/13/2024
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: 08/13/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the July 23, 2024 City Council Meeting.

BACKGROUND:

The minutes for the July 23, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - July 23, 2024 City Council Meeting

Answers to Council Questions – July 23, 2024

Work Session

Item #4b: Present and discuss non-profit organization grant funding for Fiscal Year 2025.

Question 1: What are the current amounts being requested by each of these non-profit organizations compared to the prior 2-3 years?

Response: Below are the requested and approved funding amounts for each nonprofit organization over the past three fiscal years, along with the requested amount for FY25.

Vendor #	Non-Profit Organization	Requested FY21-22	Approved FY21-22	Requested FY22-23	Approved FY22-23	Requested FY23-24	Approved FY23-24	Requested FY24-25
16458	Dallas Cat Lady	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
16433	Dallas County MH&MR d/b/a Metrocare Services	11,500.00	2,500.00	10,000.00	2,500.00	10,000.00	2,500.00	17,000.00
3979	Metrocrest Services	66,120.00	66,120.00	82,650.00	82,650.00	82,650.00	139,653.00	162,721.00
11586	On Eagles Wings d/b/a Woven Health Clinic	8,000.00	5,000.00	8,000.00	5,000.00	8,000.00	6,500.00	10,000.00
		$ 90,620.00	$ 78,620.00	$ 105,650.00	$ 160,150.00	$ 105,650.00	$ 153,653.00	$ 194,721.00

*Please note that in FY23-24, Metrocrest Services' original request was for $82,650, but they sent a letter to the Town after the application period requesting to increase their request to $139,653.

Question 2: What are the eligibility requirements for submitting a grant application for consideration? And where/what is the policy that governs that process?

Response: As of this year, eligibility was extended to all organizations serving the Addison community. In previous years, the process was closed and limited to recipients of prior-year funding. The process is administered by Town staff and the allocation of funding is determined at the discretion of Council. The process has continuously evolved to align more closely with the Council's vision. There is not a formal policy that governs the process.

Item #4c: Present and discuss Addison's Public Art Policy and Program, including a review of current practices, successes and challenges, and research from other cities.

Question 1: What Town department was tasked with performing the analysis of comparator cities' information on their art program(s)?

Response: Parks and Recreation was tasked with gathering and presenting information related to Comparator Cities and their Public Art Programs.

Question 2: What is the total dollar amount of our Town art? How does that compare to comparator cities? How does the quality of the art of comparator cities compare to that of Addison?

Response:

- The insured amount of the Town's public art collection is $4.8 million. The value of comparator cities' public art collections has not been made publicly available.

- In the comparator cities analysis, links to each of the cities that have provided information about their collections online have been provided. Council can review these collections for breadth of work by clicking on the blue hyperlink under the municipality column. Many of the collections are listed in order of installation and Council is encouraged to review more recent installations to review artwork that was procured in alignment with the selection and acquisition process identified in the analysis. Several artists that have pieces in Addison are included in these collections such as David B. Hickman, Eliseo, Pascale Pryor and Russ Connel. Findings of the comparator city analysis also align with similar methods used by other cities that are known for having significant public art collections. The City of Fort Worth is a good example: Fort Worth Public Art | A City of Fort Worth program managed by Arts Fort Worth (fwpublicart.org) .

- The focus of this discussion is on the process for procuring public art. Through this process, staff would ensure any artwork selected for future installations fits the quality expectations of Addison's current public art collection.

Question 3: On page 23 item IV (A.), what would "…work with citizens or groups…" perhaps look like?

IV. Process.

A. Addison Arbor Foundation will review proposals from donors or artists through the selection process~~.~~, facilitated by Town staff. ~~They~~ The Town will work with citizens or groups to ensure the proposal is appropriate and aligns with Town goals.

Response: Parks and Recreation staff will mirror engagement strategies used on all Parks & Recreation projects which include conducting general surveys, involving citizens in an advisory nature, and gathering project-specific input from residents on larger installations.

Question 4: Can Town staff absorb all the activities of the Addison Arbor Foundation (public art and community garden) without additional Town staff or other costs? If not, what resources or costs would be added?

Response: Staff would absorb the activities of the Addison Arbor Foundation without additional staff and resources.

Question 5: How would the Public Advisory Committee work with Town staff to select public

art?

Response: The advisory committee would participate in a selection and scoring process that has been utilized by the Town on other projects ranging from professional services to construction projects. Staff and the committee would review the call for art, scoring criteria, proposals, score proposals and provide feedback related to the project.

Question 6: Will you rely solely on responses to RFQs (call for artists) to procure public art? Does this process preclude purchasing pieces from well-known artists that may not respond to public art calls?

Response: The presentation identifies that most cities utilize an array of procurement methods for purchasing public art and the method identified is based on many factors such as location, budget and timeline. It is standard that direct selection / purchase methods are not the common means of procurement and are typically utilized for smaller projects with a short timeline. RFQ / RFP procurement methods, in the form of a call for art, are typically used for art installations of $50,000 or more. This is a fair way to give artists that would like to be considered an opportunity. Well-known artists that have a track record of installations over $50,000 are familiar with and respond to RFQ / RFPs to secure commissions and sell their work. If there is a particular artist, such as a "well-known artist" that stands out as a candidate for consideration the artist can be invited to submit for the RFQ / RFP.

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: What happens to the unused Employee Meal Vouchers?

Response: Since this is a one-time request, any unused funds not allocated to an eligible Addison business will remain in the Economic Development Fund balance.

Funds allocated to an eligible Addison business are held in a virtual wallet and must be used within a specified time window, such as three months. If unused within this period, the funds will expire and return to the Town's account.

Item #4e: Present and discuss Comparison Cities and consider adjustments.

Question 1: When were the Comparator Cities last reviewed?

Response: Comparison cities were discussed during the 2021 compensation study.

Question 2: Is it possible to have a larger list and understand that some of the cities may not apply to a particular comparison?

Response: The presentation includes three additional cities for review. While we don't have similar data from other cities at this time, we can continue the analysis at Council's direction.

Aside from utilizing it for compensation data, we use these cities for gathering various data throughout the departments. Depending on the data we're gathering, departments either utilize all comparison cities, a select few, or more applicable comparison cities outside our list. For example, when the Airport is gathering data, they're going to use a different list than our thirteen, because most of them don't have applicable airports to compare to.

Individual Consideration

Item #6a: Present, discuss, and consider action on a Resolution approving a Memorandum of Understanding (MOU) between the Town of Addison and AMLI Residential adopting general development terms for the AMLI Treehouse, Phase 2 Project providing for negotiation of Definitive Agreements that will set forth the specific obligations of the parties with regard to the project; authorizing the City Manager to execute the MOU.

Question 1: On page 3 Components, in 3rd bullet, what is meant by "developer intent to restrict townhomes" ?

COMPONENTS:

- Construction expectations of retail spaces
- Open Space dedication and enhancement
- Town options if developer fails to develop fee simple townhomes, developer intent to restrict townhomes

Response: The MOU includes requirements for AMLI (developer) to record restrictive covenants on the fee-simple townhome lots. These restrictive covenants prohibit rental units and also sets minimum standards for architectural aesthetics and upkeep of property

beyond the Town's Code of Ordinances, which will apply to future developer and owner(s) of the townhomes.

Item #6b: Present, discuss, and consider action on a Resolution of the City Council of Addison, Texas, authorizing publication of notice of intention to issue Certificates of Obligation; approving the preparation of a preliminary official statement and a notice of sale; and, providing for the effective date thereof.

Question 1: When were each of these items approved and how were they approved? Example, the council approved xxx on yyy. Or, this is an item from the xxxx bond program approved by voters in xxxx.

Response: Essentially, the approval of the Certificates of Obligation is approval of funding the items. Several of these items have been included in the Town's approved budget and/or Capital Improvement Program (CIP) in prior years. Since these are Certificates of Obligation and not General Obligation Bonds, the Council authorizes the funding rather than voters.

These items have approved contracts, receieved direction, or been discussed as noted below:

- On November 13, 2018 the City Council gave direction to the City Manager to issue up to $3.25 million for Addison Grove public infrastructure.
- The NTECC 2 project was discussed by the City Council during the work session on January 23, 2024. This project is managed and bid by NTECC and the Town's responsibility is approximately $3.4 million.
- Fire apparatuses have traditionally been funded from the Town's Capital Equipment Replacement Fund (CERF). At the June 25, 2024 Council meeting staff discussed utilizing ten-year Certificates of Obligation for Fire appratuses with useful lives of ten years or more that cost over $1 million.
- On September 12, 2023 the City Council approved a construction contract for Keller Springs Road construction including $2.8 million in Stormwater funding.
- The Les Lacs Pond project was discussed in executive session on March 26, 2024 and an amended design contract was approved on April 23, 2024. This project was bid and the bids were higher than the funds approved by voters in 2019. Staff is negotiating the scope and cost with one of the bidders based on the amended design. Council gave direction to use $2.5 million is Stormwater funds. A construction contract has not been awarded to date, but in anticipated in the

coming months.

Question 2: In the Background of the item, is it proper to add this information?

Response: Staff can include the status of each item in future agenda memos.

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

Meeting Date: 08/13/2024

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving an amendment to the turn-key agreement with McKinstry for upgrades to Addison Fire Station #1 and authorizing the City Manager to execute the agreement in an amount not to exceed $915,154.

BACKGROUND:

On November 5, 2019 voters approved Proposition D which included $7,395,000 in general obligation bonds for improvements at Town facilities. To efficiently and effectively complete these construction projects, staff engaged the services McKinstry Essention, LLC (McKinstry) to support staff. McKinstry has extensive experience managing projects similar in scope and was highly recommended by the City of McKinney, the City of Grand Prairie, and Hill County, Texas. Over the past four years, McKinstry has assisted the Town with nine facility projects including the rehabilitation of the roofs and replacement of the HVAC units at the Service Center, Fire Station #2, and the Police/Courts facility.

An Asset Management System (AMS) is utilized to track the Town's assets and analyze their condition. Staff reviews and evaluates the condition of the assets on an annual basis to determine which assets warrant replacement. The roof and HVAC units at 4798 Airport Parkway (Fire Station 1) have reached the end of their useful life and are due for replacement.

Staff is proposing to utilize McKinstry to manage this project from the planning stages through closeout under the supervision and direction of the General Services staff. The services to be performed by McKinstry include:

1. Planning, Scoping, and Scheduling

- Recommended scope addition alterations
- Energy savings calculations and payback analysis
- Recommended phasing plan
- implementation schedule

2. Design and Procurement

- Conceptual design intent / operational intent criteria, where appropriate
- Recommended procurement method

- Complete RFP / RFQ bid package
- Recommendations on contractor

3. Project Management

- Final schedule
- Progress updates
- Submittal logs
- Request for Information logs
- Meeting Minutes
- Project Financial Updates
- Closeout documentation

The project's estimated completion is the fall of 2024. The project budget is available in the remaining 2019 Proposition D funding.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - McKinstry Agreement for FS1 2024

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AMENDMENT TO THE MASTER TURN-KEY AGREEMENT WITH MCKINSTRY FOR UPGRADES TO ADDISON FIRE STATION #1 IN AN AMOUNT NOT TO EXCEED $915,154.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town previously entered into a master turn-key contracting agreement with McKinstry on June 4, 2024 for design and construction services related to various public building upgrade projects (the "Agreement"); and

WHEREAS, the City Council desires to amend the Agreement to provide for certain upgrades to Addison Fire Station #1 in conformance with the Town'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 Amendment to the Turn-Key Agreement between the Town of Addison and McKinstry in an amount not-to-exceed of $915,154.00, a copy of which is attached to this Resolution as **Exhibit A** hereto (which shall become Exhibit B to the Agreement). The City Manager is hereby authorized to execute the amendment.

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 ***13th*** day of ***AUGUST***, 2024.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

Exhibit B – Amendment to the Turn-Key Agreement

This Amendment (the "**Amendment**") incorporates the terms of the Turn-Key Contracting Agreement (the "**Agreement**"), signed June 4, 2024, between the Client and McKinstry. All terms in this Amendment and not otherwise defined herein, shall have the meaning ascribed to them in the Agreement.

1. **AMENDMENT TERM**. The term of this Amendment shall begin on the Commencement Date, which shall be the date of the last signature below and will expire when the full amount of the Fee has been paid to McKinstry, unless terminated earlier in accordance with the terms of the Agreement.

2. **FEE**. Client shall compensate McKinstry the Lump Sum of **nine hundred fifteen thousand one hundred fifty-four dollars ($915,154.00)** for the Work performed under this Amendment ("the **Fee**"). The fee is inclusive of the $47,500 outlined in Exhibit A for pre-design services.

3. **SUBSTANTIAL COMPLETION.** The Substantial Completion Date of the Work described herein shall be the earlier of:

    a. the date on which the Client executes a Certificate of Substantial Completion; or

    b. **400 days after Commencement Date**, subject to adjustments as set forth in the base agreement.

    Substantial Completion means McKinstry has provided sufficient materials and services to permit the Client to operate the Equipment for its intended purpose or to achieve the intended benefit from the Work. The warranty shall commence on the Substantial Completion Date and shall continue for twelve (12) months.

    Upon execution of this agreement, McKinstry Project manager will provide a detailed project schedule within 2 weeks. This detailed project schedule will act as an amendment to this agreement.

4. **PROJECT SITE(S).** The Project shall be located at:

    Site Name: Town of Addison Fire Station #1 and Administration
    Site Address: 4798 Airport Parkway, Addison, TX 75001

5. **ADDITIONAL TERMS.** This Amendment is not valid and binding until signed by an authorized representative of the Client and McKinstry. The Client and McKinstry agree and acknowledge the Work under this Amendment is based on estimates and assumptions which may require adjustments to the project timeline, when applicable.

6. **AMENDMENT DOCUMENTS.** By this reference, the following are attached hereto and made part of this Amendment.

    a. Exhibit B: Scope of Work, dated July 10, 2024
    b. Exhibit B: 60% Design Drawing Set, dated June 6, 2024

ACKNOWLEDGED AND ACCEPTED:

MCKINSTRY ESSENTION, LLC	**TOWN OF ADDISON**
By: _____	By: _____
Print Name: Brian Ratcliff	Print Name: _____
Title: Vice President – South Region	Title: _____
Date: _____	Date: _____

Town of Addison
Fire Station 1 & Admin
BUILDING UPGRADES

ADDISON, TX

AUGUST 07, 2024

For the Life of Your Building

McKinstry
For The Life Of Your Building

Exhibit B: Scope of Work

CONTACT INFORMATION

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Exhibit B: Scope of Work

SCOPE OF WORK

The turn-key Scope of Work below includes equipment, labor, and materials to perform the upgrades at the Town of Addison - Fire Station 1 per the 60% design drawing set attached and reviewed previously with the Client. These plans are of a design build nature and McKinstry reserves the right to change materials, vendors and means and methods. Equipment manufacturers listed are the basis of design and selections will be made in conjunction with the Town of Addison.

MECHANICAL SYSTEM UPGRADES

Replace the building's mechanical systems, including the roof top units (RTUs), split systems, air handling units (AHUs), exhaust fans and unit heaters, per the drawings and sheet specifications. The new units will consist of gas-fired units and air handlers and will be installed in place of the existing gas-fired units.

1. Roof Top Units (RTUs)
    a. Replace four (4) roof top units.
    b. RTUs greater than 2000 CFM will come with factory installed economizers and duct detectors.
    c. All existing refrigerant will be recovered and recycled.
    d. All electrical will be disconnected and reconnected at existing locations.
    e. Curb adapters will be utilized in lieu of new roof curbs.
    f. All condensate piping will be disconnected and reconnected at existing locations.
    g. All natural gas piping will be disconnected and reconnected at existing locations.
    h. New units will be provided with hail guards.
    i. Replacement of the two (2) supply grilles in the small conference room.
    j. Manufacturer start-up will be performed on all new equipment.
    k. Preform functional performance testing for all HVAC equipment.

2. Split System Air Handling & Condensing Units (AHUs & CUs)
    a. Replace one (1) split system under the base bid serving the training area.
    b. All existing refrigerant will be recovered and recycled.
    c. New refrigerant piping and filter will be installed and insulated from roof condensing unit to interior air handling unit.
    d. Disconnect and reconnect existing natural gas piping.
    e. New condensing unit pad will be installed and mounted to roof.
    f. New units will be provided with hail guards.
    g. Vacuum and pressure test all line sets per manufacturers specifications.
    h. Manufacturer start-up will be performed on all new equipment.
    i. Perform functional performance testing for all new HVAC equipment.

3. Exhaust Fans (EFs)
    a. Replace three (3) exhaust fans under the base bid. Two are dedicated bathroom exhaust fans. The other serves the kitchen.
    b. All new fans will be direct drive with ECM motors.
    c. Means of balancing provided with the fans.
    d. New roof curb adapters will be provided with the roof-mounted fans only.
    e. New exhaust grille will be installed in women's restroom. Duct work will be modified so the EF serving the men's locker room provides exhaust for the women's restroom.

f. Manufacturer start-up will be performed on all new equipment.
g. Perform functional performance testing for all new HVAC equipment.

4. Unit heaters (UHs) & Heating Only Air Handling Units (H/O AHUs)
    a. Two (2) new natural gas-fired UHs will be provided to heat the fire apparatuses bays.
    b. One (1) new H/O AHU will be installed in the hose/laundry storage area along the bays.
    c. Disconnect and reconnect existing natural gas piping.
    d. Duct work modifications will be completed to add the correct style of air diffusers to the system. (Currently open duct work)
    e. Manufacturer start-up will be performed on all new equipment.
    f. Perform functional performance testing for all new HVAC equipment.

5. Add Alternate #1 (if selected) – Mini Split cooling for admin conference room.
    a. Add one (1) appropriately sized mini split to supplement the cooling for the conference room during high load meetings.
    b. Mini split will be a stand-alone solution to avoid over sizing and short cycling of the main RTU.
    c. System to either be a split system, or a wall hung PTAC style unit.

6. Add Alternate #2 (if selected) – Split System cooling only units for central IT room.
    a. Add two (2) appropriately sized split systems to cool the central IT/server room.
    b. Units will be fully redundant.
    c. Duct work to remain in place. Modify as necessary to install the two (2) new fan coil units.
    d. New condensate overflow pans will be installed, and float switches will be wired into the common of the units to shut down upon an emergency.
    e. Ceiling grid will be removed and reinstalled. If the Client has spares available, new ceiling tiles can be provided for installation.

ELECTRICAL MODIFICATIONS

All electrical modifications needed to complete the mechanical system upgrades are included in this scope. Modifications include the following:

1. Roof Top Units (RTUs):
    a. Disconnect and reconnect existing electrical circuits.
    b. Old disconnects will be removed. New units will be provided with integral disconnects and NEC required service GFCI receptacles.
        i. If manufacturer does not provide integral disconnects and service outlets, these will be field installed by the electrical subcontractor.
    c. Lightning protection will be removed and reinstalled.

2. Split System Air Handling Units & Condensing Units (AHUs & CUs):
    a. Disconnect and reconnect existing electrical circuits.
    b. Old disconnects and electrical whips will be removed. New units will be provided with integral disconnects and new electrical whips.

Exhibit B: Scope of Work

3. Exhaust Fans (EF's):
    a. Disconnect and reconnect existing electrical circuits.
    b. Old disconnects will be removed. New units will be provided with integral disconnects.
    c. If present, lightning protection will be removed and reinstalled.

4. Unit Heaters (UHs) & Heating Only Air Handling Units (H/O AHUs):
    a. Disconnect and reconnect existing electrical circuits.
    b. Old disconnects will be removed. New units will be provided with integral disconnects.

5. Add/Alternate #1 (if selected) – Conference room mini-split.
    a. Supply new electrical circuit with appropriate disconnects for the new mini-split providing supplementary cooling to the administrative conference room which will provide additional cooling when the room is fully occupied.

6. Add/Alternate #2 (if selected) – IT room mini-splits.
    a. Disconnect/reconnect existing electrical circuits for the new split systems that provide cooling to the IT / Server room within the Central Fire Station.

CONTROL SYSTEM UPGRADES

All new mechanical systems being replaced will also be fully integrated into a new Automated Logic control system. System will be fully integrated into the existing WEBCtrl system currently serving the Addison Athletic Club. Along with these upgrades, the service center will also be integrated into the system:

1. Roof Top Units (RTUs):
    a. New RTUs will be integrated via BACnet integration. For AHUs 3 & 4, multiple thermostats will be installed to allow for high / low or average zone control.
    b. Perform point-to-point testing of all control and monitoring points associated with new control system.

2. Split System Air Handling Units & Condensing Units (AHUs & CUs):
    a. Control system to control fan, heating, and cooling stages.
    b. Perform point-to-point testing of all control and monitoring points associated with new control system.

3. Exhaust Fans (EFs):
    a. EFs will be interlocked with the building systems they are serving.
    b. Perform point-to-point testing of all control and monitoring points associated with new control system.

4. Unit heaters (UHs) & Heating Only Air Handling Units (H/O AHUs):
    a. Factory supplied thermostats for the UHs will be used. Blank thermostat will be dropped into the equipment bays for alarming purposes only.
    b. New controller to control fan and heating stages for the hose/laundry/storage unit.
    c. Perform point-to-point testing of all control and monitoring points associated with new control system.

Exhibit B: Scope of Work

5. Add/Alternate #1 (if selected) – Conference room mini-split.
    a. Standalone controls are projected for this unit.

6. Add/Alternate #2 (if selected) – IT room mini-split.
    a. These units will be provided with full controls and lead/lag will be built into the programming to ensure wear and tear will be evenly spread between the two units.

All new controls will be programmed with sequence of operations per ASHRAE Guideline 36 and integrated with the Client's preferred control vendor/system. Optimal start & night set-back (for non-24/7 areas) will be programmed and implemented. All new systems will have alarms set-up and McKinstry to work with the Client to ensure alarms are dialing out and alarming the correct alarm points. If possible, exterior building lighting and the generator will also be pulled into the system.

Fire alarm will be integrated only into RTUs / AHUs greater than 2000 CFM.

ROOFING UPGRADES

McKinstry intends restore the low-sloped roofing system with a TREMCO restoration product. Roofing restoration will be provided with a 20-year manufacturer's warranty (one year, installation warranty provided by McKinstry) and will allow for an energy efficient, white-reflective roof with a reduced cooling load. All roofing systems, except the shingled roof sections, will be replaced under this scope.

Scope includes the following:

1. Rotate existing roof hatch 90 degrees.
2. Add safety extension bar to roof access hatch.
3. Power wash and prep roof for new restoration coating.
4. Apply primer layer with fabric embedded, followed by a topcoat applied to manufacturer requirements for 20-year warranty.
5. Replace one (1) existing sky light.
6. Replace approximately thirty (30) feet of through-wall flashing along the south side entrance wall.
7. Install permanent condensing unit curbs and re-flash all pitch pocket penetrations for electrical / mechanical penetrations.
8. Remove and re-install all lightning protection disturbed during the roofing restoration.

TEST AND BALANCE AND COMMISSIONING

This scope of work includes a full system test and balance (T&B). Commissioning will be completed at the conclusion of the project.

SCOPE SPECIFIC EXCLUSIONS

1. Roof Top Units (RTUs):
    a. All RTUs will be constant volume. VAV zones for the office spaces are excluded.
    b. Ductwork modifications are excluded.
    c. Duct cleaning is excluded.
    d. Lighting protection, except removal and re-installation, is excluded.

Exhibit B: Scope of Work

2. Split System Air Handling Units & Condensing Units (AHUs & CUs):
    a. Ductwork modifications are excluded.
    b. Duct cleaning is excluded.
    c. Lighting protection, except removal and re-installation, is excluded.

3. Exhaust Fans (EFs):
    a. Ductwork modifications, except connecting the women's EF to existing EF, are excluded.
    b. Duct cleaning is excluded.
    c. Lighting protection, except removal and re-installation, is excluded.
    d. Vehicle exhaust system and CO2 warning system are excluded.

4. Unit heaters (UHs) & Heating Only Air Handling Units (H/O AHUs):
    a. Controls integration for the UHs is excluded. These will operate off a factory provided thermostat.
    b. Ductwork modifications, except adding proper air diffusers for the H/O AHU, are excluded.

5. Roofing
    a. McKinstry is not responsible for the coordination of the movement, calibration or reinstallation of the existing satellite dish currently located on the roof.

CONSTRUCTION SERVICES AGREEMENT

McKinstry shall, consistent with applicable state licensing laws, provide oversight and implementation of work consistent with engineering and architectural designs. McKinstry shall function as general contractor and be responsible for the implementation of the scope of work outlined above for the Town of Addison - Fire Station #1 and Administration. McKinstry shall supervise and direct the construction work and shall be responsible for the construction means, methods, techniques, sequences, and procedures and for coordinating portions of the work and services included in the scope of work. McKinstry shall be responsible for paying for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work as defined in this scope document.

CLIENT RESPONSIBILITIES

For McKinstry to effectively execute its obligations within the period specified in this agreement, Client shall perform its responsibilities, obligations, and services, including its reviews and approvals of McKinstry's submissions, in a timely manner so as not to delay or interfere with McKinstry's performance under this Agreement.

Client shall provide, at its own expense, for McKinstry's information and use, the following, all which McKinstry is entitled to rely upon in performing its obligations hereunder:

- To the extent available, as-builts of all mechanical, electrical, architectural, plumbing, and structural drawings and floorplans.
- Provide remote access to server used for new control system to allow McKinstry to troubleshoot during warranty period.
- To the extent available, all operational and maintenance information.

Exhibit B: Scope of Work

- Access to individuals that have relevant information pertaining to the day-to-day operation of energy using systems owned and operated by the Client.
- Access to individuals who have relevant information pertaining to the day-to-day operation of the facility.
- Client shall provide escorts to secure areas, as required.
- Good Faith Survey for hazardous material.
- Any information that may be used or necessary to permit the construction of the project.
- A legal description of the site.
- To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the site.
- Any other information reasonably requested by McKinstry.

GENERAL EXCLUSIONS & CLARIFICATIONS

The following exclusions and clarifications apply to all scopes of work.

GENERAL

- Correction of deficiencies not explicitly listed in the scope of work are excluded.
- If existing equipment or components are reused, repairs to existing equipment or components are excluded unless specifically noted in the scope of work.
- Assumes access to spaces via hard keys, key FOBs, or other means of room access.
- Prices are valid for 30 days after proposal presentation. After 30 days, McKinstry reserves the right to update pricing based on changes in labor rates, equipment, and material.
- Demolition work not specified in the scope of work is excluded.
- Any equipment or work not specifically identified in the scope of work is excluded.
- New or additional lightning protection is excluded. Removal and reinstallation of existing lighting protection is included.
- Repair of damage to materials or installations caused by others is excluded.
- Network or IT work not specifically called out in scope of work is excluded.
- Working outside of normal business hours is excluded.
- Remobilization is excluded.
- Temporary heating or cooling rental equipment is excluded.
- All hazardous materials testing, removal, and/or abatement, except R-22 recovery and recycling, is excluded.
- Any modification to the fire and life safety systems not specifically called out in the scope of work are excluded.

EQUIPMENT & MATERIAL SELECTIONS

- The Contract Lump Sum Price is based on the scope of work, exclusions, and clarifications. Where scopes of work reference particular equipment selections, material sizing, and dimensions, the selections are a basis of design and may change during the design period.

EXISTING CONDITIONS

- It is assumed the existing electric utility services are operational and adequately sized to accommodate new equipment and components.

Exhibit B: Scope of Work

- It is assumed, except if stated in the scope of work, the existing structure is adequate to accommodate new equipment.
- Correction of any existing code violations not identified in the scope of work is excluded.
- Furnishing or installing any access panels or doors not specifically identified is excluded.
- Repair of any pre-existing damage not specifically identified in the scope of work is excluded.

CONSTRUCTION AND SCHEDULE

- McKinstry will provide a construction schedule within thirty (30) business days from the execution of this Amendment and will be added as an Exhibit as a no cost change order.
- McKinstry reserves the right to extend construction timelines and/or issue a change order as required to account for any delays in construction outside of McKinstry's control.
- Should above average inclement weather occur during the construction period, McKinstry reserves the right to request a modification to the project delivery schedule and contractual end date. No extension of time will be allowed for weather unless the number of days of adverse weather is substantially greater than the average for the calendar period as recorded by a recognized weather observation agency.
- Costs are based on prompt and safe access to all areas necessary to complete this scope of work.

EQUIPMENT MAINTENANCE

- McKinstry will provide no equipment maintenance or repairs after the warranty period. Warranty begins following Substantial Completion.

ASBESTOS / HAZARDOUS MATERIAL

- No asbestos/hazardous material abatement, testing and/or removal shall be performed by McKinstry. All work-stoppage or delays due to asbestos materials will be at the Client's expense.
- The Client will schedule removal or abatement in a manner that does not affect the project delivery schedule.
- Should asbestos removal cause work stoppage during the construction period, McKinstry reserves the right to modify project delivery schedule.

SCHEDULED SHUT-DOWNS

- McKinstry will give notice related to shutdowns required to complete the implementation of the scope of work in this document.

BUILDING STRUCTURE SPECIFIC EXCLUSIONS

- Pre-existing damage.
- Unforeseen or concealed site conditions.

JOB SAFETY

- McKinstry will work with the Client to comply with safety protocols, OSHA rules and regulations.
- McKinstry shall not conduct any work on energized circuits.

Exhibit B: Scope of Work

- Smoking is not allowed on the project construction site. Any smoking outside the designated area will result in the request for removal of that employee from the site.

ELECTRICAL SPECIFIC EXCLUSIONS

- Existing electrical infrastructure will be re-used and is assumed to be in acceptable condition.
- Repair of existing electrical service is excluded.
- Repair of pre-existing damage to utilities is excluded.
- Correction of current electrical code issues is excluded.
- Repair of pre-existing faulty breakers, relays, or other electrical infrastructure is excluded.
- Providing temporary power is excluded.

Improvement Measure	Cost	Acceptance (Initial)
HVAC Replacement	$380,027	
Roofing Restoration	$470,873	
Add / Alternate #2 – IT Room Cooling	$41,965	
Add / Alternate #1 – Admin Conference room Cooling	$9,510	
Fire Alarm	$12,779	
Total	**$915,154**	

****All costs above are inclusive of design, engineering, development and construction management. The initial $47,500 for design and engineering costs is included in the amount above.**

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

Meeting Date: 08/13/2024

Department: Public Works

AGENDA CAPTION:

Consider action to approve an ordinance amending the Code of Ordinances to amend Section 82-98 (Water Conservation Plan) and separately adopt an updated Water Conservation Plan as required by Chapter 288 of the Texas Administrative Code.

BACKGROUND:

The purpose of this item is to update the Town's Water Conservation Plan, which is required to be renewed by the Texas Water Development Board (TWDB) every five years. The last time it was renewed was in 2019.

The Texas Administrative Code Title 30, Chapter 288 states that retail public water suppliers that provide water service to 3,300 or more connections must have a water conservation plan that meets the minimum requirements of Subchapter A of Chapter 288.

The recommended action amends Section 82-98 from the Town's Municipal Code of Ordinances because it is not necessary to include the Water Conservation Plan in the Code of Ordinances. The action also adopts the attached Town of Addison Water Conservation Plan (Plan). The Plan describes Addison's goals, strategies and Best Management Practices for long-term conservation of water.

The objective of the Town's Water Conservation Plan is to implement methods that efficiently reduce the overall consumption of water, control water losses, and encourage and increase water reuse. A well-organized and developed water conservation plan successfully achieves its goals without depriving the Town of water for essential uses.

Addison's Water Conservation Plan consists of the following key elements:

- implementation schedule;
- method of tracking the effectiveness of the plan;
- water metering, leak detection, repair, and water loss control measures;
- water rate structure;
- means to implement and enforce the plan;
- coordination with regional water planning groups;

- continuing public education program; and,
- designation of a Water Conservation Coordinator.

The only change between the updated plan and the one approved by Council in 2019 is that the current water usage has been included.

RECOMMENDATION:

Administration recommends approval.

Attachments

Water Conservation and Drought Contingency Plan Update

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS ADOPTING THE TOWN OF ADDISON 2024 WATER CONSERVATION PLAN; AMENDING CHAPTER 82, ARTICLE II TO REFERENCE THE 2024 WATER CONSERVATION PLAN AND AMENDING CHAPTER 82, ARTICLE II, SECTION 82-98; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF $2,000 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the Town of Addison, Texas finds that the adoption of a water conservation plan is necessary to protect its potable water supply in order to ensure its availability of water to the public for both regular and emergency consumption; and

WHEREAS, the Texas Administrative Code, Chapter 288 requires retail public water suppliers providing water service to more than 3,300 or more connections to adopt a water conservation plan meeting certain minimum requirements; and

WHEREAS, the water conservation plan is an important tool in promoting the conservation of water as a vital natural resource; and

WHEREAS, the City Council has determined it necessary to update the plan in order to adequately conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, to protect and preserve public health, welfare, and safety, and minimize the adverse impacts of water supply shortage or other water supply emergency conditions; and

WHEREAS, the City Council hereby approves and adopts the 2024 Water Conservation Plan; and

WHEREAS, the City Council hereby finds the passage of this ordinance serves the best interests of the health, safety, and welfare of the public.

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

Section 1. The foregoing premises and findings are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. The 2024 Water Conservation Plan attached as **Exhibit A**, is approved and shall be provided to the Texas Commission on Environmental Quality as the official policy and record of the Town. Hereafter, the Town of Addison Water Conservation Plan may be amended by resolution of the City Council.

Section 3. Chapter 82, Article II, Section 82-98 of the Code of Ordinances for the Town

of Addison, Texas is hereby amended to include the following language:

"Sec. 82-98. – Penalty; civil remedies.

…

(c) *Water Conservation Plan penalty.*

(i) It shall be unlawful for any person to violate any provision of the City's Water Conservation Plan, and any person violating or failing to comply with any such provision shall be fined, upon conviction, in an amount not more than $2,000.00. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(ii) For the purposes of enforcement of the provisions of the City's Water Conservation Plan, the term *person* shall include any person or customer, as such terms are defined in Title 30, Chapter 291 Code.

(iii) Nothing in this section shall be construed as waiving or in any way limiting the city's authority to pursue any other legal or equitable remedies available for the administration or enforcement of this division, including without limitation, injunctive or other civil remedies available by law."

Section 4. Chapter 82, Article II, Section 82-99 of the Code of Ordinances for the Town of Addison, Texas is hereby amended and restated to read as follows:

"Sec. 82-99. – Water Conservation Plan.

The Town of Addison 2024 Water Conservation Plan, a copy of which is on file in the office of the city secretary, and incorporated by reference in this division, is hereby adopted. For the purposes of this division, the city's adopted water conservation plan may be referred to as "the plan.""

Section 5. All provisions of the Code of Ordinances of the Town of Addison, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 6. If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Section 7. This Ordinance shall become effective from and after its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, on this the _____day of _____2024.

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Exhibit A



Town of Addison

Water Conservation Plan

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APPENDIX A TOWN OF ADDISON – BEST MANAGEMENT PRACTICES

WATER DISTRIBUTION MAP

TOWN OF ADDISON WATER RATE STRUCTURE
PUBLIC UTILITY COMMISSION OF TEXAS – CERTIFICATE OF CONVENIENCE AND NECESSITY

APPENDIX B TOWN OF ADDISON – DROUGHT CONTINGENCY PLAN

APPENDIX C CITY COUNCIL RESOLUTION

Water Conservation Plan
For the Town of Addison

1.0 Introduction

The Town of Addison is a thriving metropolitan community located 13.5 miles north of downtown Dallas. The water system serves a permanent population of 16,661 within a 4.5 square mile service area. The Town purchases water treated water from Dallas Water Utilities and sends wastewater to both Dallas Water Utilities and the Trinity River Authority.

During the 2023 calendar year, the Town purchased 1.79 billion gallons of treated water from DWU. The Town's population has remained consistent, but as it grows so will the demand for water. The current contract allows the Town to purchase a maximum of 11 million gallons per day. To date, even in the height of the summer we have yet to ever exceed or even meet that maximum limit. The Town of Addison considers water conservation an integral part of the overall water system.

In 2019 the Town of Addison updated its Water Conservation Five-Year Strategic Plan that included implementation of several Best Management Practices (BMPs) under the following major elements:

- Metering Program
- Leak Detection Program
- Public Education
- "Non-Promotional" Water Rate Structure

The Water Conservation Plan contained herein incorporates data obtained in the 2023 report as well as numerous additional sources such as: North Central Texas Council of Governments, Dallas Water Utilities, Texas Water Development Board, Texas Commission on Environmental Quality, and United States Census Data.

1.1 State of Texas Requirements

The Texas Administrative Code Title 30, Chapter 288 states that for retail public water suppliers providing water service to 3,300 or more connections, a water conservation plan meeting the minimum requirements of Subchapter A of Chapter 288 and using appropriate best management practices must be developed, implemented, and submitted to the Texas Water Development Board (TWDB) no later than May 1, 2024, and every five years after that date to coincide with the regional water planning process.

The requirements of Subchapter A that must be included in the Town of Addison Conservation Plan are summarized below:

► *Minimum Requirements for Municipal Public and Wholesale Water Suppliers*

- An evaluation of the Applicant's water and wastewater system and customer use characteristics to identify water conservation opportunities and potential targets and goals. Completion of the Water Conservation Utility Profile, TWDB-1965 as part of

the evaluation is required and should be submitted with the Plan. The utility profile should include the water sales and use for the following classifications: residential (both for single-family and multi-family), commercial, institutional, industrial, agricultural, and wholesale; as appropriate. (Section 2.0 & Appendix A)

- Inclusion of five-year and ten-year targets that are specific and quantified for water savings and include goals for water loss programs in gallons per capita per day, and goals for municipal use and residential use, in gallons per capita per day. A base figure should be included to be able to calculate your savings. Consider state and regional targets and goals, local climate, and demographics. Consider the anticipated savings that can be achieved by utilizing appropriate BMPs and other conservation techniques. (Section 2.1)

- A schedule for implementing the plan to achieve the applicant's targets and goals (Section 3.1)

- A method for tracking the implementation and effectiveness of the plan. The method should track annual water use and provide information sufficient to evaluate the implementation of the conservation methods. The plan should measure progress annually and evaluate the progress towards meeting the goals. (Section 3.2)

- A program of universal metering of both customer and public uses of water, for meter testing, repair, and for periodic replacement. (Section 3.3)

- Measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections, abandoned services, etc.) (Section 3.4)

- A continuous program of leak detection, repair, and water loss accounting for the transmission, delivery, and distribution system to control water loss. (Section 3.4)

- A program of continuous education and information regarding water conservation. This should include providing water conservation information directly to each residential, industrial, and commercial customer at least annually, and providing water conservation literature to new customers when they apply for service. (Section 3.8)

- A water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. Include a copy of the current rate structure. (Section 3.5 Appendix A)

- A means of implementation and enforcement evidenced by an ordinance and the formal adoption of the Water Conservation Plan by the governing body of the entity. (Section 3.6, Appendix B and Appendix C)

- Documentation that the regional water planning group for the service area of the applicant has been notified of the applicant's water conservation plan. (Section 3.7)

- Identification of the person who will be responsible for the preparation of the annual report. (Section 3.9)

This Water Conservation Plan sets forth strategies and BMPs for the long term conservation of water. Under these strategies the Town should be able to improve the overall efficiency of its water uses and help to conserve the area's critical water resources. Short term measures that respond to more temporary or immediate water management conditions (i.e., periods of drought, water emergencies, unforeseen equipment failures or damages, contamination of source water supplies) are described in the Town of Addison's Drought Contingency Plan.

2.0 Water Conservation Planning Goals

The objective of the Town's Water Conservation Plan is to implement methods that efficiently reduce the overall consumption of water, control water losses, and encourage and increase water reuse. The hope is that the implementation of these methods will allow the use of the current available water supply long into the future.

A well-organized and developed water conservation plan successfully reaches its goals without depriving the Town of water for essential uses. It is important to remember that these measures cannot interfere with the minimum pressures and storage requirements set forth by the Texas Commission of Environmental Quality. Thus it is extraordinarily important that the plan is developed with knowledge and input of all the stakeholders, especially the operations staff. A successful water conservation plan will: help the Town avoid future costs associated with the possible purchase of additional water from DWU, extend the life of the existing water supply and water supply infrastructure, and help reduce peak demands in effect increasing the base capacity of the system. Some additional effects may include: positive impact to the environment and improved image to the Town's customer base and surrounding municipalities.

Listed below are several of the planning goals that the Town considered during the water conservation planning process:

- Manage chlorine residuals and water age in the system
- Reduction of water loss and water waste
- Promotion of water reuse such as rainwater harvesting
- Decrease overall consumption without sacrificing critical water need
- Maintain a high quality of life for our customers
- Allow the continued growth of the Town
- Stay within the guidelines of the local water plans (Region C Water Plan)

- Quantifiable targets and goals
- Public education

2.1 Five- and Ten-Year Goals for Water Savings

The goals described below in Table 1 are based on the historical averages, historical water usage patterns, regional water conservation goals, the implementation of current and future BMP's, and future development possibilities.

Table 1: Town of Addison Five-and Ten-Year Goals for Water Savings

Description	Historic 5 Year Average	Baseline	5-Yr Goal for 2029	10-Yr Goal for 2034
Total (Municipal)	286	286	283	280
Total (Residential)	90	90	87	86
Water Loss (GPCD)	14	14	12	10
Water Loss (Percentage)	5%	5%	4%	3%

The "Total (Municipal)" Category GPCD five- and ten-year category includes the water used by all the use categories. The "Total (Residential)" GPCD five- and ten-year category includes only the usage under the singly-family and multi-family residential categories.

3.0 Addison's Water Conservation Program

This section of the water conservation plan will discuss elements of the Town's existing water conservation plan as well as the enhancements or new BMPs that the Town will implement to achieve our stated water conservation goals.

3.1 Schedule for Implementation

The Town of Addison will adhere to the following schedule to achieve the targets and goals set forth in this Water Conservation Plan:

- Calibrations of meters for all treated water deliveries are conducted annually

- The Town of Addison meter replacement program
    - Meters will continue to be monitored for accuracy annually and replaced on a fifteen-year cycle or as needed
- Water audits are conducted annually
    - Real water losses are identified and corrected
    - Real water losses are minimized by the replacement of deteriorating water mains and appurtenances. Elements that need replacement are identified utilizing the Town's water system master plan and then are budgeted accordingly
- The Town of Addison will distribute material developed by staff, material obtained by the TCEQ or TWDB, or other sources annually
- The leak detection program is ongoing
    - Yearly valve and hydrant inspections including operation of the unit. Broken or leaking devices are replaced.
    - Pressure is controlled and monitored by the use of a SCADA system. SCADA system is monitored daily and updated annually or sooner if necessary.
    - Pressure zones are operated based on topography
    - Surges in pressure are limited by control valves
- Town of Addison adopted the 2024 International Plumbing Code, and all new construction or renovations in the Town use water conserving fixtures.
- The Town is constantly updating the Water System and Water Storage Facilities Master Plans. Water Storage Master Plan was completed in 2014 and Water System Master Plan will be completed in calendar year 2024. Plans are reviewed annually for updates
- Annual water loss audit reports are submitted to the TWDB
- Annual water conservation reports are submitted to the TWDB

3.2 Tracking the Effectiveness **of** the Plan

The staff shall track the targets and goals by utilizing the following procedures:

- Logs shall be maintained for meter calibrations, meter testing, and the meter replacement program
- Annual water loss audits shall be performed and submitted to the local agencies. A copy of this report will remain on file at the Town
- Annual water conservation report will be submitted in accordance with requirements
- Staff shall record the number of mail-outs utilized for public awareness and education programs
- Service rates are adopted by local ordinance and we will evaluate those rates annually
- Logs shall be maintained for the Town's leak detection program, including but not limited to the following
    - Annual inspections and soundings of water main fittings and connections
    - Annual intermittent night-flow measurement
    - Annual valve and hydrant inspections
    - Water usage estimates

3.3 Water Metering

The current Town of Addison ordinance requires metering of all connections to the distribution system. Single-family homes typically have a single meter for both domestic and irrigation. Most multi-family residential locations, such as apartments or condominiums, have individual metering for each building or designated water use and a second meter for irrigation. Most commercial businesses are combined into one "master meter." However, some areas are individually metered based on the individual needs of the customer/'s.

The Town's Water System Requirements provide further clarification on the approved types of meters. All meters shall meet or exceed the American Water Works Association Standard C707-R92 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU. All irrigation meters, fire meters, and meters four inches (4") or larger in size shall be turbine meters. All domestic meters two inches (2") or smaller in size shall be positive displacement meters, unless otherwise approved by the Public Works Director.

Periodic Meter Replacement - Most residential meters with the Town are replaced on a 15-year cycle depending on size and accuracy life of the meter. Repair or replacement of larger meters is generally provided as the accuracy of the meter begins to fall outside the approved plus or minus 1.5 percent range.

3.4 Leak Detection, Repair, and Water Loss Control Measures

The Town of Addison has a fairly comprehensive leak detection and repair program. Leaks are identified by many sources: citizens, Town staff, and water audits. The Town has been utilizing a valve maintenance trailer that allows us to perform a much more intensive program of valve and fire hydrant maintenance. This allows us to be more proactive in the search for leaks which results in much faster location and response times. The Town has updated the Water System Master Plan which includes a Town-wide water model that aids in the identification of deteriorating infrastructure. The plan also includes a Capital Improvements Program for the rehabilitation and replacement of those items.

The Town of Addison will continue to monitor and track water loss. Logs for unaccounted-for water are kept. The Town will also continue to provide the required Water Loss Report to the TWDB annually.

3.5 Water Rate Structure

See attached water rate structure in Appendix A.

3.6 Means to Implement and Enforce the Water Conservation Plan

The Utilities department administers and implements various components of the Water Conservation Program within the Town of Addison as authorized by Ordinance No. 019-19, adopted May 28, 2019.

3.7 Coordination with the Regional Water Planning Groups

The Town of Addison will provide a copy of this Water Conservation Plan to the Region C Water Planning Group.

3.8 Continuing Public Education Program

- Continue to update and provide new educational material and weblinks on the Town of Addison website to promote and educate customers on all areas of water conservation.
- Coordinate with all internal departments in Addison to promote water conservation efforts by the Town and its associated businesses and residents.
- Provide informational mail-outs and social media posts that will specifically address water conservation efforts to all businesses and residents in Addison.

3.9 Water Conservation Coordinator Designation

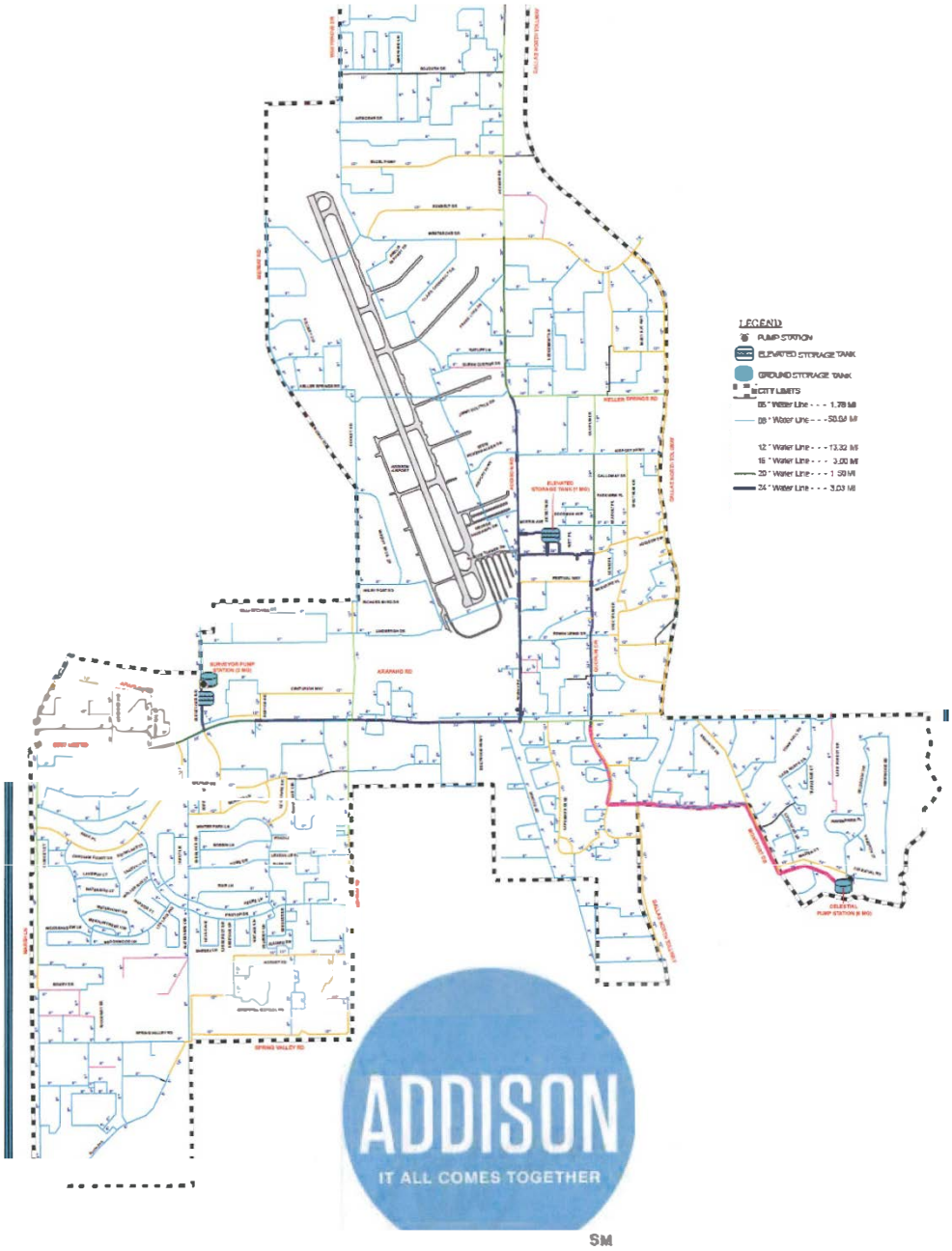
The Town of Addison will designate the Management Assistant for Infrastructure and Development Services as the Water Conservation Coordinator for the Town.

Appendix A

Town of Addison Water Conservation Plan

BMPs (Best Management Practices)

Essential Plan Element	Best Management Practice	Currently Implemented	New Initiative	Recurring
System Operations	System master meters will be calibrated annually	**X**		**X**
	Meter Change-Out Program	**X**		**X**
	Preparation of annual Water Loss Report	**X**		**X**
	Visual inspection of distribution lines annually	**X**		**X**
	Visual and operational inspection of system valves and fire hydrants annually	**X**		**X**
	Use of audio amplification equipment to locate sources of water leaks	**X**		**X**
	Continue to prohibit lawn watering between the hours of 8 AM and 9 PM	**X**		**X**
	Use of the Town's SCADA system to monitor pressure loss in areas	**X**		**X**
Public Education	Continuous updates to the Town's website that promote and educate customers concerning water conservation	**X**		**X**
	Work with other Town departments to continually explore water conservation efforts	**X**		**X**
	Dedicated brochures and door hangers specifically adressing water conservation	**X**		**X**
Financial	The Town's present rate structure complies with the "non promotional" water rate structure requirement	**X**		**X**



Water Distribution System
Water System ID 0570031

UTILITY BILLING & COLLECTIONS - CURRENT RATES EFFECTIVE 10/1/2023*

Town of Addison
Finance Department
utilityportal@addisontx.gov
Telephone: (972) 450-7081
Fax: (972) 450-7074
Website: www.addisontexas.net

MINIMUM BILL BY CLASSIFICATION	MINIMUM WATER RATE	MINIMUM SEWER RATE	MINIMUM MONTHLY BILL	VOLUME INCLUDED IN MIN. BILL (GAL)
Single Family 8,000 gal max for sewer	$16.30	$19.28	$35.58	2,000
Multi-Family Large (2" or larger)	$157.62	$246.44	$404.06	37,000
Multi-Family Small (less than 2")	$68.79	$103.67	$172.46	15,000
Municipal	$48.61	$71.21	$119.82	10,000
Schools	$88.99	$136.13	$225.12	20,000
Commercial Large (2" or larger)	$157.62	$246.44	$404.06	37,000
Commercial Small (less than 2")	$28.41	$38.75	$67.16	5,000
Industrial Large (2" or larger)	$157.62	$246.44	$404.06	37,000
Industrial Small (less than 2")	$20.35	$25.78	$46.13	3,000
Hotel/Motel	$411.98	$655.33	$1,067.31	100,000
Irrigation Large (2" or larger)	$295.33	None	$295.33	40,000
Irrigation Small (less than 2")	$115.90	None	$115.90	15,000
Fire Meter	$40.53	None	$40.53	8,000

VOLUME CHARGE

Water Rate per 1,000 gal Over Minimum	$4.03
Water Conservation Rate per 1,000 gal Applies to Irrigation types over the minimum and Single Family type over 15,000 gallons.	$7.18
Sewer Rate per 1,000 gal Over Minimum	$6.51
Residential Monthly Sanitation Charge *(as of 11/01/2023) Commercial accounts choose their sanitation provider and are not billed by the Town.	$14.28

STORMWATER FEES

Residential: Tier 1 (1 - 1,999 sq ft)	$7.20
Residential: Tier 2 (2,000 - 3,399 sq ft)	$12.00
Residential: Tier 3 (3,400 - 4,999 sq ft)	$18.00
Residential: Tier 4 (5,000+ sq ft)	$30.00
Commercial (per 1,000 sq ft)	$3.88

Town of Addison Utility Billing and Collections
P.O. Box 9010, Addison, TX 75001-9010
For questions please call (972) 450-7081

Attachment # 1

Public Utility Commission of Texas

By These Presents Be It Known To All That

CITY OF ADDISON

having duly applied for certification to provide water utility service for the convenience and necessity of the public, and it having been determined by this Commission that the public convenience and necessity would in fact be advanced by the provision of such service by this Applicant, is entitled to and is hereby granted this

Certificate of Convenience and Necessity

numbered 10062 , to provide water utility service to that service area or those service areas designated by final Order or Orders duly entered by this Commission, which Order or Orders are on file at the Commission offices in Austin, Texas; and are matters of official record available for public inspection; and be it known further that these presents do evidence the authority and the duty of this Grantee to provide such utility service in accordance with the laws of this State and the Rules of this Commission, subject only to any power and responsibility of this Commission to revoke or amend this Certificate in whole or in part upon a subsequent showing that the public convenience and necessity would be better served thereby.

Issued at Austin, Texas, this 1st day of November, 1979.

Philip F. Ricketts
SECRETARY OF THE COMMISSION

Appendix B

ARTICLE V. - DROUGHT CONTINGENCY PLAN

Sec. 34-171. - Non-essential water uses.

Water uses regulated or prohibited under this article (hereinafter referred to as the "Drought Contingency Plan" or the "Plan") are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 34-179 of this plan.

(Ord. No. 099-030, § 1, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-172. - Public education and notification.

(a) The city, by and through its department of public works, shall periodically provide the public with information about the plan, including information about the conditions under which each stage of the plan is to be initiated or terminated and the drought response measures to be implemented in each stage.

(b) When drought contingency measures appear to be necessary, the public will be notified through available news media, and additional information on water conservation methods will be distributed. In the event that a trigger condition is reached, the public will be kept fully informed of the status of the drought condition through all available media.

(c) When a trigger condition has been reached and/or the City of Dallas Water Utilities Department informs the town that drought contingency measures may be necessary, the city manager of the town or the city manager's designee (for purposes of this article, "city manager") will order the initiation of a public notification process. The public notification process will include, but is not limited to, the following:

(1) A notice of drought condition will be posted at town hall, the post office, recreation center, and major supermarkets.

(2) The notice will be circulated to local newspapers and radio stations via public service announcement. Information regarding the contingency measures for the drought condition will be mailed to all water customers by means of utility bill inserts and posted on the town's web page.

(Ord. No. 099-030, § 2, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-173. - Coordination with regional water planning groups.

The service area of the city is located within Texas Commission on Environmental Quality ("TCEQ") Region C and the Town of Addison, Texas ("town" or "city") has provided a copy of this plan to the TCEQ, City of Dallas, and State Planning Region.

(Ord. No. 099-030, § 3, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-174. - Authorization.

The city manager is hereby authorized and directed to implement the applicable provisions of the plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The city manager shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this plan.

(Ord. No. 099-030, § 4, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-175. - Application.

The provisions of this plan shall apply to all persons, customers, and property using water provided by the city. The terms "person" and "customer" as used in the plan include individuals, corporations, partnerships, associations, and all other legal entities.

(Ord. No. 099-030, § 5, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Sec. 34-176. - Definitions.

For the purposes of this plan, the following definitions shall apply:

Aesthetic water use means water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Commercial and institutional water use means water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels, and motels, restaurants, and office buildings.

Conservation means those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company, or organization using water supplied by the city.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Even-numbered address means service addresses on the utility account ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Non-essential water use means water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

(1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan;

(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;

(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;

(5) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(9) Use of water from hydrants for construction purposes or any other purposes other than fire fighting.

Odd-numbered address means service addresses on the utility account ending in 1, 3, 5, 7, or 9.

(Ord. No. 099-030, § 6, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-177. - Triggering criteria for initiation and termination of drought response stages

The triggering criteria for each drought response stage shall be as follows:

Stage 1

Triggering criteria: Total raw water supply in connected lakes drops below 65 percent of total conservation storage, demand exceeds 85 percent of deliverable capacity for four consecutive days, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs.

Below are examples of the types of triggering criteria that might be used in a drought contingency plan. One or a combination of such criteria may be defined for each drought response stage:

Example 1: When, pursuant to requirements specified in the city wholesale water purchase contract with the City of Dallas, notification is received requesting initiation of Stage 1 of the drought contingency plan.

Example 2: Continually falling treated water reservoir levels which do not refill above 60 percent overnight (e.g., based on an evaluation of minimum treated water storage required to avoid system outage).

Goal for use reduction and action available under Stage 1:

The goal for water use reduction under Stage 1 is a five-percent voluntary reduction in water use that would have occurred in the absence of drought contingency measures. The city manager may order the implementation of any of the actions listed below, as deemed necessary:

- The city manager requests voluntary reductions in water use.
- Prohibit residential or commercial lawn watering and car washing between the hours of 9:00 a.m. and 8:00 p.m.
- Accelerate public information efforts to teach and encourage reduced water use.
- Staff will begin a review of the problems which initiated the Stage 1 actions.
- Intensify efforts on leak detection and repair.
- Notify major water users and work with them to achieve voluntary water use reduction.
- Reduce city government use of water for street washing, vehicle washing, operation of ornamental fountains and all other nonessential use.
- Request a reduction in landscape watering by city government.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 1 have been alleviated and would be unlikely to recur upon termination. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that these measures are no longer required.

Stage 2

Triggering criteria: Total raw water supply in connected lakes drops below 55 percent of total conservation storage or demand exceeds 90 percent of deliverable capacity for three consecutive days, or short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 2 actions will not ordinarily be taken until Stage 1 actions have first been implemented.

Goals for reduction and actions available under Stage 2.

The goal for water use reduction under Stage 2 is a 15-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented under Stage 1 shall remain in effect during Stage 2, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Prohibit hosing off of paved areas, buildings or windows; operation of swimming pool draining followed by refilling, washing or rinsing vehicles by hose; using water in such a manner as to allow runoff or other water wastes.

  Exceptions: Vehicles may be washed or rinsed with a hose at commercial car washes; vehicles may be washed at any location with a bucket or other container.

- Limit landscape watering at each service address to two days per week based on the last digit of the address per the schedule below.

Last Digit of Address	Allowed Water Days
Odd-numbered address	Tuesday and Saturday
Even-numbered address	Wednesday and Sunday

Apartments, office building complexes or other property containing multiple addresses will be identified by the lowest address number.

Where there are no numbers, a number will be assigned by the city manager. These restrictions also apply to government facilities.

Exceptions: Foundations and new plantings (first year) of trees and shrubs may be watered with a hand-held or soaker hose on any day for up to two hours; nurseries may water plant stock only without restrictions; public gardens may water twice per week on Mondays and Fridays.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 2 have been alleviated and would be unlikely to recur upon termination. If Stage 2 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 2 actions.

Stage 3

Triggering criteria: Total raw water supply in connected lakes drops below 45 percent of total conservation storage, demand exceeds 95 percent of deliverable capacity for two consecutive days, short term deficiencies in distribution system limit supply capability, or natural or manmade contamination of the water supply source(s) occurs. Stage 3 actions will not ordinarily be taken until Stage 2 actions have first been implemented.

Goals for reduction and actions available under Stage 3.

The goal for water use reduction under Stage 3 is a 20-percent reduction in the use that would have occurred in the absence of drought contingency measures. All requirements implemented in Stages 1 and 2 shall remain in effect, and the city manager may order the implementation of any of the actions listed below, as deemed necessary:

- Commercial and residential landscape watering will be limited to foundations, shrubs, and trees, which may be watered with soaker or hand-held hose on the same two days per week basis set forth in the schedule in Stage 2 above for up to two hours.
- Public gardens may water on the same two days per week basis set forth in the schedule in Stage 2 above.
- Nurseries may water plant stock only between the hours of 9:00 p.m. and 9:00 a.m.
- Prohibit operations of ornamental fountains, except where necessary to support aquatic life or where equipped with a recirculation system.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 3 have been alleviated and would be unlikely to recur upon termination. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 3 actions.

Stage 4

Triggering criteria: Total raw water supply in connected lakes drops below 30 percent of total conservation storage, demand exceeds 98 percent of deliverable capacity for one day, short term deficiencies in distribution system limit supply capability, or natural or man-made contamination of the water supply source(s) occurs. Stage 4 actions will not ordinarily be taken until Stage 3 actions have first been implemented.

Goals for reduction and actions available under Stage 4:

The goal for water use reduction under Stage 4 is a 25-percent reduction in the use that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, as deemed necessary. All requirements implemented in Stages 1, 2 and 3 shall remain in effect during Stage 4. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Prohibit all commercial and residential landscape watering with the following exceptions:
  - Nurseries' plant stock may be watered between the hours of 9:00 p.m. and 9:00 a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.
  - Public gardens may water foundations, shrubs and trees between the hours of 9:00 p.m. and 9:00

a.m. two days per week, based on the last digit of their address per the schedule in Stage 2.

- Foundations may be watered for a two-hour period between the hours of 9:00 p.m. and 9:00 a.m. with a soaker or hand-held hose on the two day per week basis prescribed for landscape watering in Stage 2.
- Any and all washing of vehicles is prohibited.
- All commercial water users may be required to reduce water consumption by a percentage determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 4 have been alleviated and are unlikely to recur upon termination. If Stage 4 is initiated because of excessive demands, all initiated actions will remain in effect until the city manager or the director of Dallas Water Utilities determines that conditions exist which will allow removal of Stage 4 actions.

Stage 5

(a) *System outage due to major water system components—Triggering criteria:* A system outage to one of the town's two water pump stations, which are located at each end of town. In the event of such outage, the second pump station will be used. In addition, the Town of Addison has four City of Dallas emergency stand-by meters connected to the town's distribution system that can be used to supplement the town's supply after notification to the City of Dallas.

Goals for reduction and actions available under Stage 5:

The goal for water use reduction under Stage 5 is a reduction to prevent public health emergencies that would have occurred in the absence of drought contingency measures. If circumstances warrant or if required by Dallas Water Utilities ("DWU"), city manager can set a goal for a greater water use reduction.

The city manager must implement any action(s) required by DWU. In addition, the city manager may order the implementation of any of the actions listed below, or other actions not included, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on member cities and customers. The supplier must notify TCEQ within five business days if these measures are implemented:

- Initiate or continue implementation of all restrictions from previous stages as directed by the city manager.
- Prohibit all commercial and residential landscape watering. All commercial water users will be required to reduce water consumption by a percentage determined by the city manager.

(b) *Supply source contamination special precautions—Triggering criteria:* Water system contamination caused by low distribution pressures (below 20 psi), repeated unacceptable microbiological samples, or failure to maintain adequate chlorine residuals. In the event of such contamination, the affected area shall be isolated from the distribution system immediately and special precautions shall be taken in accordance with subsection (q), "Special Precautions," of Section 290.46, "Minimum Acceptable Operating Practices for Public Drinking Water Systems," of Subchapter D, "Rules and Regulations for Public Water Systems," of Chapter 290, "Public Drinking Water," of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended.

Water customers in the affected area shall be notified immediately with a "boil water notice" and a letter explaining the situation and containing recommendations to the water customer regarding the use of bottled water. The "Flow chart" contained in Appendix H of Section 290.47, "Appendices," of Subchapter D, "Rules and Regulations for Public

Water Systems," of Chapter 290, "Public Drinking Water, of Part 1, "Texas Commission on Environmental Quality," of Title 30, "Environmental Quality," of the Texas Administrative Code, in its current form and as it may hereafter be amended, shall be used to evaluate the response measures necessary to correct the condition.

Actions available (applied to all affected customers).

- Hand deliver boil water notice to all water customers affected.
- Prohibit all water usage for human consumption for 24 to 36 hours, as determined by the city manager.

Enforcement: Violations of restrictions will result in a warning, and then a citation may be issued with a fine not to exceed $2,000.00 per incident.

Termination criteria: All initiated actions will remain in effect until the conditions which triggered Stage 5 have been alleviated. If Stage 5 is initiated because of water supply contamination, all initiated actions will remain in effect until the city manager determines that conditions exist which will allow removal of Stage 5 actions.

(Ord. No. 099-030, § 7, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 005-056, § 1(Exh. A), 10-25-05; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-178. - Variances.

(a) *Temporary variances.* The city manager may, in writing, grant temporary variance for existing water uses otherwise prohibited under this plan if it is determined that failure to grant such a variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:
   (1) Compliance with this plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.
   (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.

(b) *Exemptions.* Persons requesting an exemption from the provisions of this article shall file a petition for a variance with the city within five days after the plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the city manager and shall include the following:
   (1) Name and address of the petitioner(s).
   (2) Purpose of water use.
   (3) Specific provision(s) of the plan from which the petitioner is requesting relief.
   (4) Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this article.
   (5) Description of the relief requested.
   (6) Period of time for which the variance is sought.
   (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this plan and the compliance date.
   (8) Other pertinent information as may be required by the city manager.

(c) *Special conditions.* Variances granted by the city manager shall be subject to the following conditions, unless waived or modified by the city manager:
   - Variances granted shall include a timetable for compliance.
   - Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

No variance shall be retroactive or otherwise justify any violation of the plan occurring prior to the issuance of the variance.

(Ord. No. 099-030, § 8, 8-24-9; Ord. No. 001-021, § 2(Exh. A), 6-26-01; Ord. No. 011-071, § 1(Exh. A), 11-22-11)

Sec. 34-179. - Penalty.

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than $2,000.00, and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. No. 099-030, § 11, 8-24-99; Ord. No. 001-021, § 2(Exh. A), 6-26-01)

Secs. 34-180—34-200. - Reserved.

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

Meeting Date: 08/13/2024

Department: Airport

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving an agreement between the Town of Addison, Texas, and Bassco Services, Inc. for airport bulk fuel storage facility regular maintenance and repair services and authorizing the City Manager to execute the agreement in an amount not to exceed $175,000 over a two-year agreement.

BACKGROUND:

Bassco Services, Inc. is a leading provider of aviation fuel storage and dispensing systems maintenance in the North Texas region and has been the airport's vendor for bulk fuel storage facility maintenance and inspection services since before the Fuel Farm came online in 2007. Timely and high-quality inspection and maintenance is essential to the efficient operation of the Fuel Farm, which is a critical facility for the operations of the Airport. Bassco Services, Inc. has provided excellent service to the Airport in this regard for many years.

A Request for Proposal (RFP) was advertised on May 6, 2024 and ended on May 23, 2024. There were two qualified respondents with Bassco Services, Inc. being the lowest bidder and the selected vendor.

Under the terms of the proposed agreement, Bassco Services, Inc. is to provide scheduled inspection services and maintenance and repairs on an as-needed / as-requested basis following the agreed labor rate schedule. The agreement has a two-year primary term commencing on the effective date and ending August 31, 2026. The agreement also includes three one-year term extension options and can be terminated by either party for any reason upon delivery of a 30-day advance written notice.

The agreement amount is not to exceed $175,000 over the primary two-year term ($85,000 in year 1 and $90,000 in year 2, respectively) and is funded by the Airport operating budget.

RECOMMENDATION:

Administration recommends approval.

Attachments

Exhibit A - Resolution w/ Exhibit A
Location Map

RESOLUTION NO. R24-___

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND BASSCO SERVICES, INC. FOR AIRPORT BULK FUEL STORAGE FACILITY REGULAR MAINTENANCE AND REPAIR SERVICES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN THE AMOUNT NOT TO EXCEED $175,000 OVER THIS TWO-YEAR AGREEMENT.

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

SECTION 1. The Agreement between the Town of Addison and Bassco Services Inc., for maintenance and repair services of the Addison Airport Fuel Farm at 15701 Addison Road in the amount not to exceed $175,000 of the two-year Agreement, a copy of which is attached to the Resolution as **Exhibit A**, is hereby approved and 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 ***13th*** day of ***August 2024***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

Exhibit A

AGREEMENT BY AND BETWEEN
BASSCO SERVICES, INC. AND
THE TOWN OF ADDISON, TEXAS
FOR FUEL FARM MAINTENANCE AT
ADDISON AIRPORT

This Agreement ("Agreement"), made and entered into this the _____day of **_____, 2024 ("Effective Date")**, is by and between the **Town of Addison, Texas,** hereinafter called ("Town"), a home-rule Texas municipal corporation, and **Bassco Services, Inc., a Texas corporation**, hereinafter called ("Contractor").

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

WITNESSETH:

WHEREAS, the Town owns and operates Addison Airport ("Airport"); and

WHEREAS, the Airport operates a fuel farm which requires routine maintenance; and

WHEREAS, Contractor provides the routine maintenance necessary for the fuel farm; and

WHEREAS, the Town and Contractor entered into a multi-year Agreement in 2017 that has expired; and

WHEREAS, the Town and Contractor entered into a 6-month Agreement in December 2023; and

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Scope of Services.
The Contractor shall provide routine maintenance at the fuel farm at the Airport and such necessary services, labor, tools, software, materials, equipment, supplies, transportation, and management pursuant to the terms and conditions set forth in the Agreement Documents, hereinafter defined, and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide all of the work as specified by the terms and conditions of the Agreement Documents (see Exhibit "A" – Scope of Services attached hereto and made a part hereof and see Exhibit "D" – Service Level Agreement).

Contractor shall perform the services with the skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or

similar circumstances and professional licenses. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services, documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services. Contractor shall further make, without expense to Town, such revisions to any documents or plans as may be required to meet the needs of Town and which are within the Scope of Services.

It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Town. 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.

2. Term.

This Agreement shall have an initial term beginning on the Effective Date and terminating August 31, 2026 with the Town's exclusive option to exercise up to three additional one-year extensions all subject to the terms and conditions of this Agreement. This Agreement may not be renewed following the completion of the end of the third extension, if applicable. See Exhibit E for a sample of the Agreement Term Extension. With each Agreement Term Extension, an updated Rate Sheet can be applied for that year's term.

The Contractor recognizes that the Agreement shall commence upon the Effective Date and continue in full force and effect until termination in accordance with its provisions. However, if the Agreement is terminated, Town is obligated to pay all amounts due Contractor based on service performed before termination under the existing Agreement, notwithstanding other provisions of this Agreement. The agreement may be terminated by the Town at any time upon providing Contractor thirty (30) days written notice of the termination date.

3. Termination.

This Agreement may be terminated for any reason or for no reason whatsoever, by either party upon the terminating party giving the non-terminating party at least thirty (30) days' written notice of such termination. Upon termination, Contractor shall be paid in accordance with the terms provided herein, unless Contractor is in breach.

If any party fails to perform any of its obligations under the Agreement Documents, such failure shall constitute a default. The non-defaulting party shall give the defaulting party written notice of the default. The defaulting party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party

may terminate this Agreement and may obtain any reasonable remedy provided by law. The obligations in this subsection shall survive the expiration or termination of this Agreement.

4. Agreement Price and Payment.

The total cost of this Agreement shall not exceed Eighty-five thousand and 00/100s Dollars ($85,000.00) in the first year and shall not exceed Ninety thousand and 00/100s Dollars ($90,000.00) in the second year. Town and Contractor agree to the following rates for services during the Term of this Agreement (See Exhibit "B" - 2024 Rate Sheet attached hereto and made a part hereof).

On or before the 10th day of each month, Contractor shall submit to Town an invoice for the services provided by Contractor during the immediately preceding month. Invoices are payable within thirty (30) days. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for thirty (30) days from the date of quotation unless otherwise stated in this Agreement. Unless otherwise stated, this Agreement shall apply but any change in freight rate in effect on shipment date may result in a corresponding change in price, so long as the increase is approved to in writing by the Town.

All payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any amount due under this Agreement unless the City appropriates funds to make such payment during the budget year in which said amount is payable; provided that during the term of this Agreement the City will take such steps as necessary to appropriate funding for the Project each fiscal year in an amount sufficient to satisfy the reasonably anticipated payment(s) that will become due to Contractor during the ensuing fiscal year. City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Contractor. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

5. Agreement Documents.

The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as fully as if set forth verbatim in the Agreement.

a. This Agreement;
b. Scope of Services, attached hereto as **Exhibit "A"**; and
c. 2024 Rate Sheet, attached hereto as **Exhibit "B"**; and
d. Insurance Requirements, attached hereto as **Exhibit "C"**; and
e. Service Level Agreement, attached hereto as **Exhibit "D"**; and
f. Sample Agreement Term Extension, attached hereto as **Exhibit "E"**.

This Agreement shall incorporate the terms of all attachments in their entirety. To the extent that any of the **Exhibits** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement shall prevail and shall otherwise be given precedence in their listed order.

6. Entire Agreement.

The Agreement Documents contain the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

7. Insurance.

The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies with those coverage amounts deemed necessary by the Town as provided in **Exhibit "C"**, attached hereto and incorporated herein for all purposes. Contractor shall present the Town with a copy of its Certificate of Insurance, which shall name the Town as an additional insured party.

8. Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. INDEMNIFICATION; NOTICE.

TOWN 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 TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN INDEMNITEES. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE TOWN 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 CONTRACTOR, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS,

COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A TOWN INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY THE TOWN INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. Contractor shall promptly advise Town in writing of any claim or demand against the Town, 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 Town, 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 under this Agreement.

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

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

11. Notice.
All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (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.

If to Contractor, to: Bassco Services, Inc.
Attn: Amanda Walker
9219 Viscount Row
Dallas, Texas 75247

If to Town, to: Town of Addison
Attn: City Manager
5300 Belt Line Road
Dallas, Texas 75254

12. Representations.

Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

13. Force Majeure.

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such "force majeure" event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a "force majeure" event causing such delay and the other party shall not otherwise be aware of such "force majeure" event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

14. **Miscellaneous**

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of Town. (b) Contractor shall comply with all federal, state, county, and municipal laws, ordinances, resolutions, regulations, rules, and orders applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
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respective heirs, executors, administrators, legal representatives, successors and assigns. 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.

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals on this the ____ day of_____, 2024.

TOWN OF ADDISON, TEXAS
a Texas home-rule municipality

By: _____

David Gaines, City Manager

Date: _____

BASSCO SERVICES, INC.

By: Amanda Walker

Amanda Walker, Controller and General Manager

Date: 7/9/24

Exhibit "A"
Scope of Services

The Scope of Services for the Addison Airport's Fuel Farm Agreement will consist of two (2) main components: 1) Recurring Routine Maintenance and Inspection and 2) Required Repairs. All Maintenance, Inspections, and Repairs shall be compliant with the latest published ATA Specification 103.

RECURRING ROUTINE MAINTENANCE and INSPECTION: Contractor shall provide general, scheduled inspections and maintenance of the fuel facilities to maintain fuel system integrity. Maintenance and inspection tasks involve scheduled routine inspections, testing of fuel systems, identifying required repairs, ensuring product quality, safe working conditions, and environmental protection. Services apply to all real property facilities used for storing, distributing, and dispensing fuels for reciprocating and jet engine aircraft, automotive fuels, and diesel fuel.

Contractor will provide monthly, quarterly, and annual inspections compliant with ATA 103 for the duration of the Agreement. The following lists are the minimum items and their frequency that are to be inspected.

Monthly

1. Check condition of all tank equipment.
2. Grease, Oil, and inspect all pumps on the system including drive couplings.
3. Check all sump pumps to ensure they are in working order.
4. Ensure that pressures on pumping systems are within limits.
5. Check emergency stop equipment (must place fire monitoring system into test mode and notify Addison Fire Department before commencing test).
6. Ensure all meter seals are in place and you are getting proper registration.
7. Check Veeder Root system for proper working order.
8. Repair any problems the tenants have reported.
9. Check floating suction on all tanks.
10. Perform any other applicable inspections in accordance with the latest ATA Specification 103.

Quarterly (includes monthly plus the following)

1. Test all gauges with calibration gauge.
2. Test water slugs on vessels.

Annual (includes all of the above, plus the following)

1. Internal tank inspections per ATA 103.
2. Calibrate meters on all tanks.

REQUIRED REPAIRS: The 2nd main component of this Scope of Services is performing required repairs. The Contractor shall provide corrective action of deficiencies to petroleum facilities, petroleum systems, and supporting capitalized facilities as well as emergency response capability to ensure the safe and reliable accomplishment of the applicable fuels delivery mission. Minor Repair projects restore real property to such a condition that it may effectively be utilized for its designated purpose by overhaul, re-processing or replacement of constituent parts or materials that have deteriorated by action or elements or usage and that have not been corrected through the recuring maintenance outlined above.

The Contractor shall provide all repairs and maintenance to the fuel farm, as requested by the Airport, in a reasonable time – see Service Level Agreement Section.

Emergency repairs: are those repairs required to get the fuel farm functioning (fuel farm is no longer functioning – cannot take delivery or dispense fuel).

Non-emergency repairs: are those needed scheduled repairs or required repairs found during the inspection process or determined as needed.

Exhibit "B"
2024 Rate Sheet

2023 PRICING EFFECTIVE – 9/1/23

LABOR/TRAVEL	$105/MAN HOUR
TIME OVERTIME LABOR	$157.50/MAN HOUR
MILEAGE (PORTAL TO PORTAL)	$1.25/MILE
METER CALIBRATION (INCLUDES CERTIFICATE)	$175/ METER

(Rate does not include travel, mileage or per diem. Rate includes 1 hr labor per meter. Parts are billed at regular rates.)

DIESEL MECHANIC OR GSE LABOR RATE (REGULAR)	$115.00 PER HOUR
(OVERTIME)	$172.50 PER HOUR
TRONAIR JACK LOAD TESTING (INCLUDES CERTIFICATE AND 1 HOUR LABOR)	$450.00 PER JACK

PER DIEM
$225/ MAN PER DAY

TANK INSPECTION/ENTRY FEE* $500/Tank

JET TANK CLEANING
$2000/TANK
(REQUIRES TANK ENTRY FEE)

AVGAS TANK CLEANING
$2500/TANK
(REQUIRES TANK ENTRY FEE)

(INCLUDES UP TO 100 GALLONS OF FUEL TRANSFER; ADDITIONAL FUEL TRANSFER BILLED AT NORMAL RATES. FUEL STORAGE IS RESPONSIBILITY OF THE CUSTOMER.)

*(Does not include travel, mileage or per diem)

Misc Shop Supplies $50.00

Exhibit "C"
Insurance Requirements

CITY OF ADDISON, TEXAS
CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

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

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

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

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

a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles		**material change in coverage.** **Insurance company must be A:VII-rated or above.**

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be **faxed** to the Purchasing Department: **972-450-7074 or emailed to:** purchasing@addisontx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

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

2. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any material change in the insurance coverage.

3. All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.

4. All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

5. Insurance must be purchased from insurers that are financially acceptable to the Town of Addison and licensed to do business in the State of Texas.

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

Exhibit "D"
Service Level Agreement

This Service Level Agreement will be in place for the duration of this Agreement. The Agreement will outline escalation procedures and contacts.
of this Agreement. The Agreement will outline escalation procedures and contacts.

1. Addison Airport Management shall be the approval authority on all required repairs. This does not include the repairs Permit Holders are responsible for under their Aviation Bulk Fuel Dispensing License Agreements
2. Emergency repairs: Once notified of an Emergency Repair, the Contractor is to reply to the airport as soon as is possible or the airport is to be immediately notified when there are emergency repairs needed. Within 24 hours of the Contractor being notified of needed emergency repairs, the Contractor is to be on-site responding to the emergency.
3. tor is to be on-site responding to the emergency.
4. Non-emergency repairs (including routine maintenance): It is expected that the contractor will present estimated costs of the needed repair and a timeframe for when the repair can be started and completed. The contractor may need to coordinate these repairs with the Permit Holder if the repair will impact the Permit Holders ability to utilize their fuel tanks or are required to support making the repair. Within 72 hours, the Contractor will be on-site responding to the needed non-emergency repair.
5. sponding to the needed non-emergency repair.
6. Normal working hours should be at the minimum 8:00 am to 6:00 pm during the work week.
7. Scheduled Inspections: Schedule inspections are to be performed within one (1) week of their due date. Inspection reports and inspection outcomes are due within one (1) week of the inspection date.
8. Any 'Fails' from inspections are to be communicated as soon as is possible in addition to the communication in the checklist.
9. Permit Holders are to be notified when routine maintenance or any repair is to be performed that will impact the Permit Holders' ability to utilize their fuel tanks or when the Permit Holder is required to support the Contractor making the repair.
10. The Contractor is to coordinate with the Permit Holder with any needed repair for their portions of the fuel farm that are the Permit Holders responsibility per the Aviation Bulk Fuel Dispensing License Agreement - billing Permit Holders directly.
11. Estimated costs of repairs should not be a "lump sum, not to exceed" estimate. Estimates should be in good faith, sufficiently detailed with quantity and costs per the provided rate sheet.
12. Remove any absorbent pads used for spill absorption once spill has been remediated.
13. All needed equipment must be furnished by the Contractor and not the airport.
14. DELIVERY: Delivery assurances are based on manufacturers material suppliers to maintain schedules. The Contractor shall have no liability for any delay, failure to deliver, loss, or damage that might result from material delays. The

Contractor will endeavor to maintain schedules, but cannot guarantee to do so. The Town shall make a storage area available to Contractor. Any necessary relocation of installation materials from this area will be at the Town's expense.

15. his area will be at the Town's expense.
16. DELAYS: Due to increasing costs of labor and materials, any delay in progress, not under Contractor's direct control and due to causes not within the control of the Contractor, may result in an additional charge to the Town subject to their prior written authorization.
17. REVISIONS: Should the Town revise operating or equipment specifications after this quotation is submitted, the Contractor shall have the right to revise or withdraw this quotation and to resubmit in accordance with the new requirements. Any alteration or modifications involving extra costs shall be executed only upon written change orders and shall become an additional charge.
18. y alteration or modifications involving extra costs shall be executed only upon written change orders and shall become an additional charge.
19. WARRANTY: Workmanship is guaranteed for one year from date of completion. Equipment and all products are guaranteed in accordance with manufacturer's guarantees, warranties, or policies, Contractor shall not be responsible for labor to replace a defective part if the manufacturer's warranty does not pay for labor charges. No responsibility will be assumed for unauthorized repair or replacement of said equipment. The sale of original equipment manufacturers (OEM) products is subject to the OEM's warranty provisions and under no circumstances shall the Contractor or the OEM be liable for incidental, consequential, or special damages to include, but not limited to, loss of profit, or any other costs associated therewith. The Contractor does not cover damage to pumps caused by operating the pump dry. Due to the design of some fuel systems, pumps will encounter air at times. This is unavoidable and not within the control of the Contractor.
20. provisions and under no circumstances shall the Contractor or the OEM be liable for incidental, consequential, or special damages to include, but not limited to, loss of profit, or any other costs associated therewith. The Contractor does not cover damage to pumps caused by operating the pump dry. Due to the design of some fuel systems, pumps will encounter air at times. This is unavoidable and not within the control of the Contractor.
21. imes. This is unavoidable and not within the control of the Contractor.
22. UNDERGROUND OBSTRUCTIONS: We have based the preceding prices on normal soil conditions. Any obstructions found below grade such as water, rock, sewer lines, water lines, bed rock, electrical conduit, unstable soil conditions, and all utilities, will be removed and replaced on a time and material basis and will be in addition to this proposal. The project may be halted until approval for additional costs due to change in conditions and scope of work is received.
23. nd scope of work is received.
24. RETURNS: No merchandise may be returned without prior written agreement. A restocking charge will be made on all returns and a copy of the invoice must accompany material. No obsolete or special ordered items may be returned.

25. SHIPMENT: Contractor's responsibility ceases upon delivery and acceptance of goods to the transportation company or Town's representative. The Town shall make claims for goods damaged or lost in transit directly with the transportation company.
26. CANCELLATIONS: On all orders entered and canceled, a cancellation charge will be billed to the Town for costs incurred by the Contractor or Manufacturer.
27. TAXES AND LICENSES: Prices quoted on equipment and repair parts and some labor are subject to federal, state, and municipal taxes and licenses or permits, which may be in effect,
28. ERRORS: Stenographic, clerical, and mathematical errors made by Contractor in quotation and invoices are subject to correction.
29. HAZARDOUS MATERIALS: Contractor shall report the presence and location of any hazardous materials it notices or which a Contractor of similar skill and experience should have noticed to the Town.

Exhibit "E"
Sample Agreement Term Extension

This Agreement ("Agreement"), made and entered into the _____day of _____, **2026 ("Effective Date")**, is by and between the **Town of Addison, Texas,** hereinafter called ("Town"), a home-rule Texas municipal corporation, and **Bassco Services, Inc., a Texas corporation**, hereinafter called ("Contractor").

Pursuant to Paragraph 2 of the above-referenced Agreement, please be advised that the Term of the License is scheduled to expire _____.

Pursuant to this Exhibit E – Agreement Term Extension, Town and Contractor agree to extend the Term of the Agreement for one (1) year, provided Contractor is not in default under the Agreement or any other agreement with the Town of Addison at Addison Airport at the time of the Agreement Term Extension or at the commencement of the applicable Agreement Term Extension.

Please indicate the acceptance to this one (1) year Term Extension in accordance with the above-referenced Agreement by signing below and returning it to the undersigned. Once this _____ (First, Second, or Third) Term Extension is acknowledged and accepted by all Parties, you will be provided with a fully executed copy of this Agreement Term Extension for your records. After the Third Agreement Term Extension is acknowledged and accepted by all Parties, this Agreement can no longer be extended.

The Agreement now expires on _____.

See **Exhibit "A"** to this Agreement Term Extension for the applicable Rate Sheet that will be in effect during this extended term of the Agreement.

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

TOWN OF ADDISON, TEXAS
a Texas home-rule municipality

By: _____

Print Name: _____

Title: _____

Date: _____

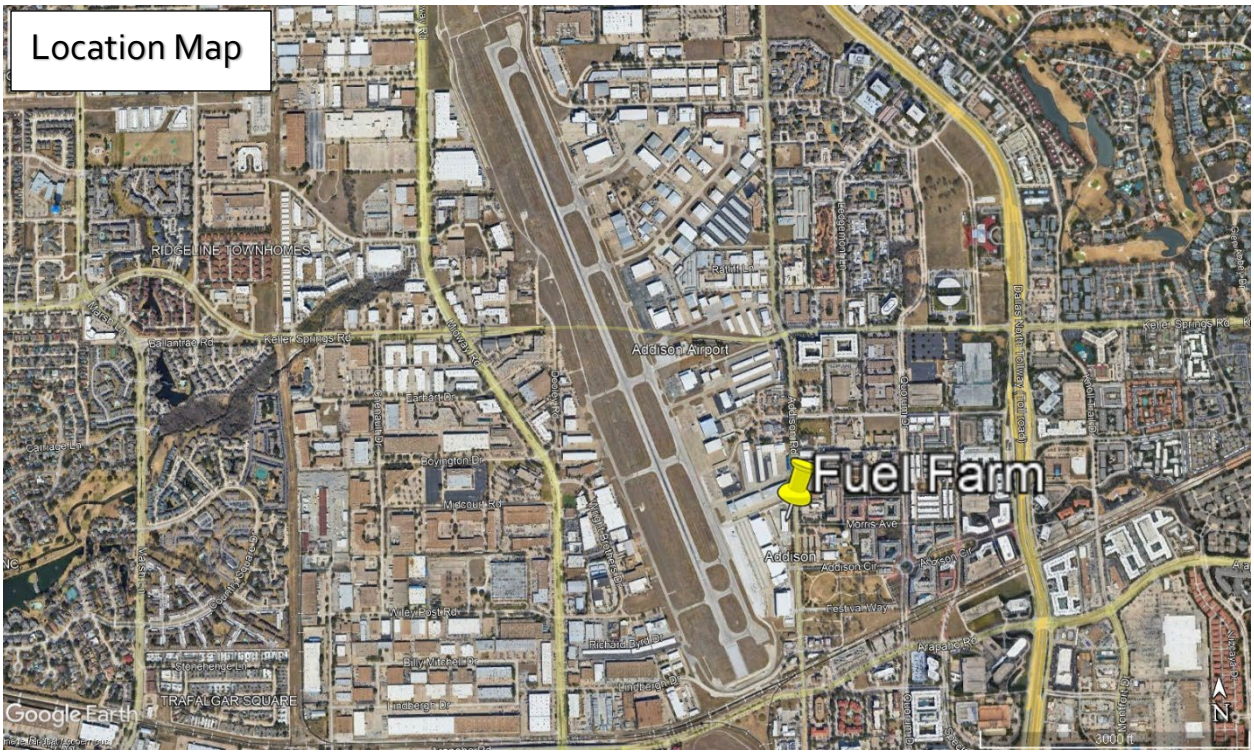
BASSCO SERVICES, INC.

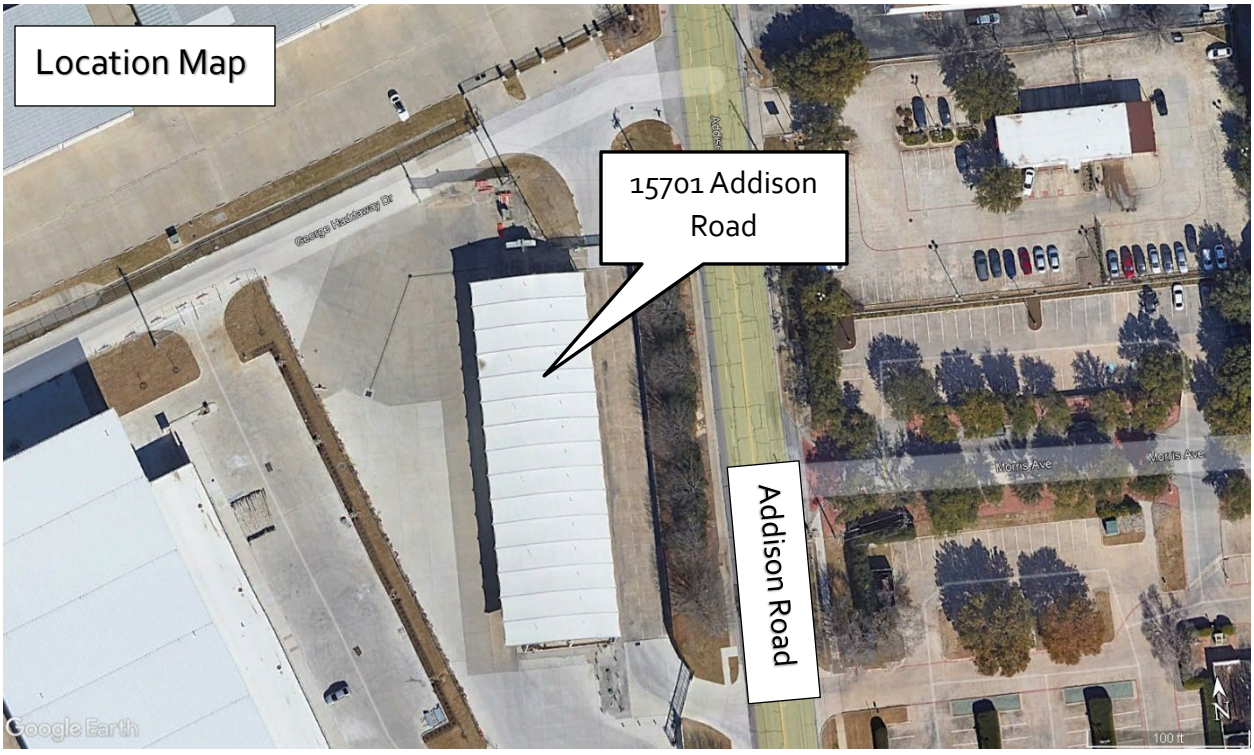
By: _____

Print Name: _____

Title: _____

Date: _____


Location Map
Fuel Farm
Addison Airport
RIDGELINE TOWNHOMES
TRAFALGAR SQUARE
Google Earth


Location Map
15701 Addison Road
Addison Road
George Haddaway Dr
Morris Ave
Google Earth

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

Meeting Date: 08/13/2024

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 16301 Quorum Drive, that is currently zoned Commercial-1 (C-1), to allow a philanthropic institution. Case 1918-SUP/Jewish Family Service of Greater Dallas.

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on July 16, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a philanthropic institution on a property located at 16301 Quorum Drive, which is currently zoned Commercial-1 (C-1).

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, with the following condition:

- There shall be no outside storage of goods, equipment, or materials. Outside storage is considered any item(s) that are not customarily intended to be outside and are stored on site for greater than 24 hours.

Attachments

1918-SUP Presentation
1918-SUP Ordinance
1918-SUP Staff Report
1918-SUP Letter of Intent
1918-SUP Plans
1918-SUP Interior Renderings

Jewish Family Service of Greater Dallas Special Use Permit (1918-SUP)

Case 1918-SUP Jewish Family Service

LOCATION:

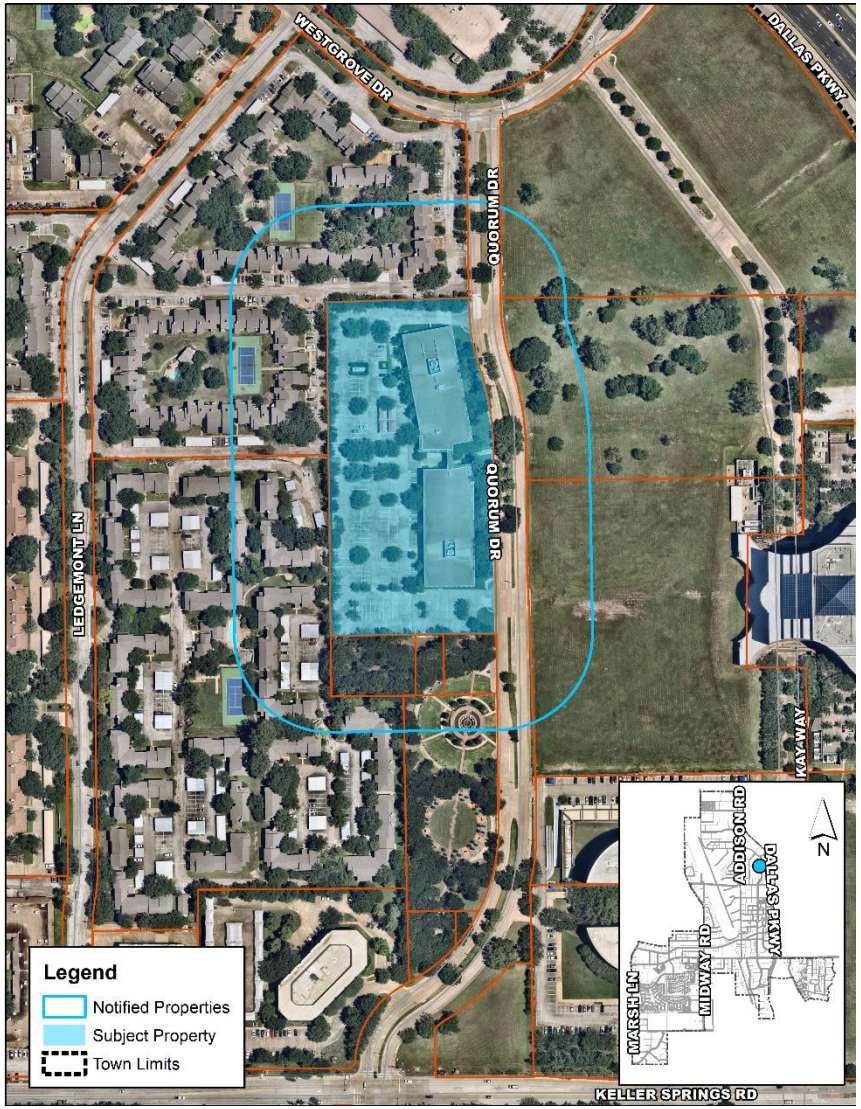
16301 Quorum Drive

REQUEST:

Approval of a Special Use Permit for a philanthropic institution, Jewish Family Service of Greater Dallas (JFS)

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed philanthropic institution, and associated site conditions at the subject property.

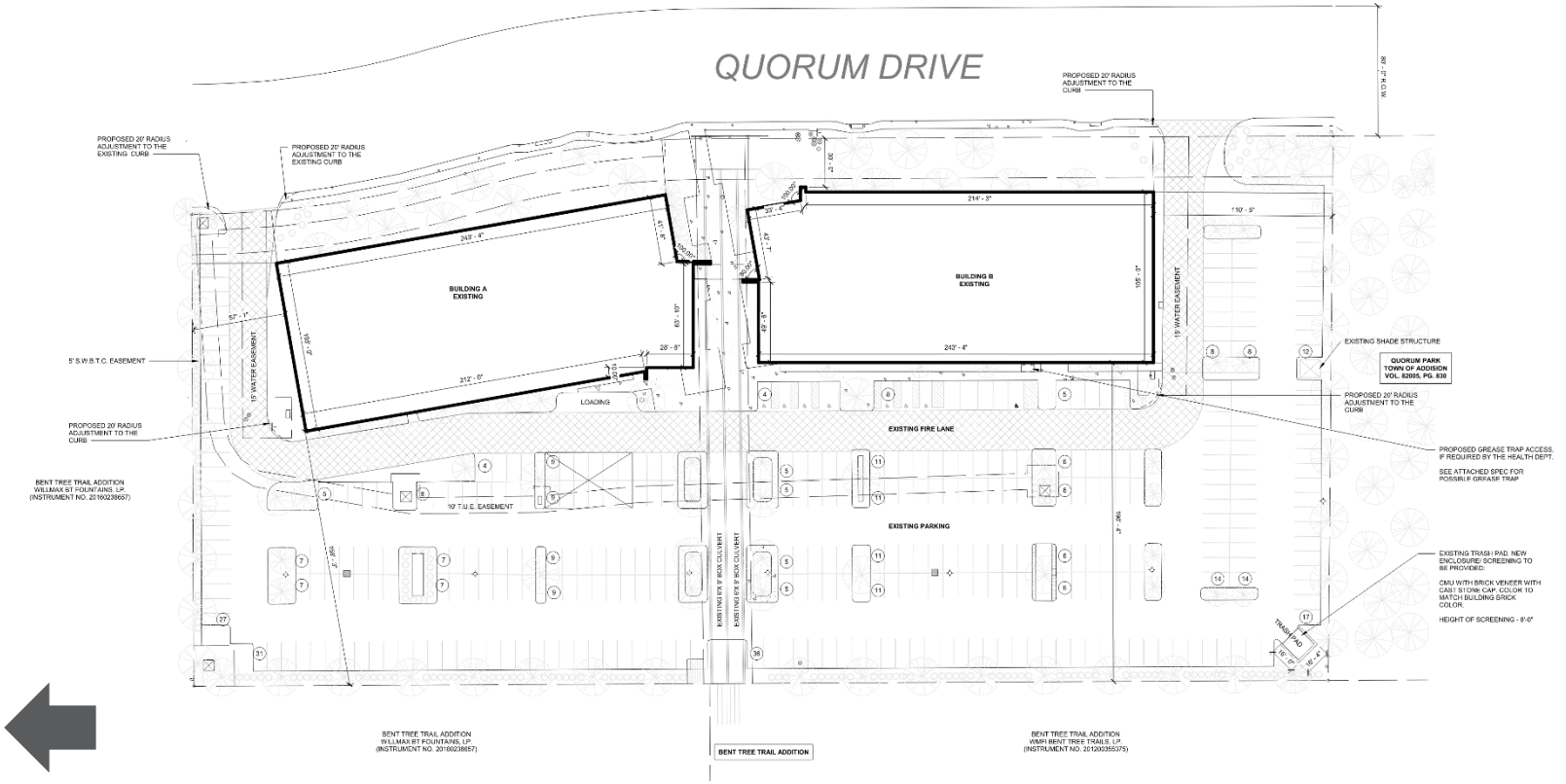


Case 1918-SUP Jewish Family Service

SITE HISTORY:

- 2001 – Parkside Corporate Center constructed (two existing office buildings).

- Present – Proposed SUP to allow a philanthropic institution.



Case 1918-SUP Jewish Family Service

BUSINESS OPERATIONS:

- JFS Core Services –
  - Physical Heath
  - Emotional Health
  - Nutritional Health
  - Financial Health

- 60 employees (future expansion to 85-120)

- Hours of Operation:
  - Monday – Wednesday, 8:30am-8:00pm
  - Thursday, 8:30am-6:00pm
  - Friday, 8:30am-5:00pm





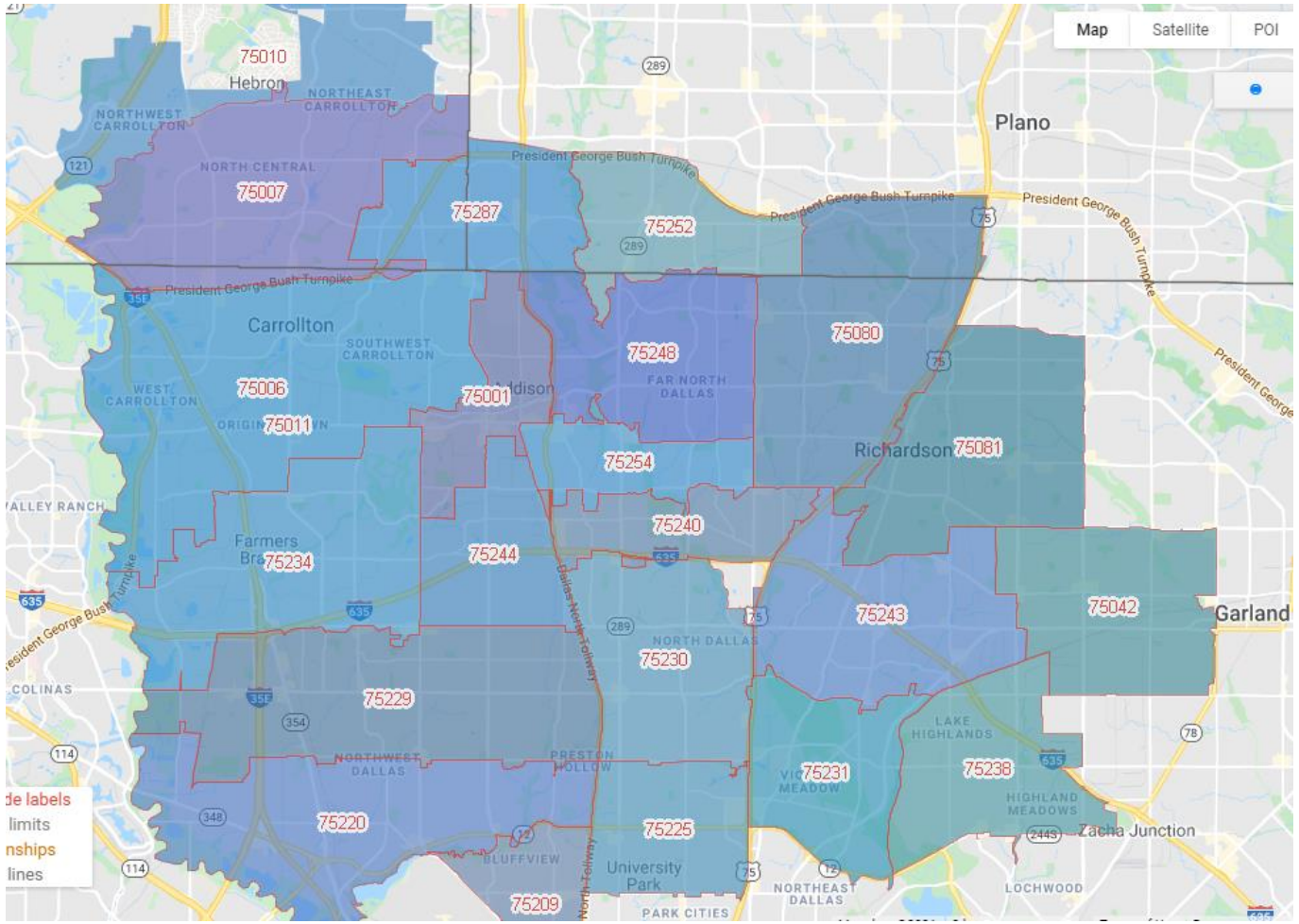
Case 1918-SUP Jewish Family Service

FOOD PANTRY:

- Accepts customers by appointment only.
  - 15-minute appointments
  - 7 clients per time slot

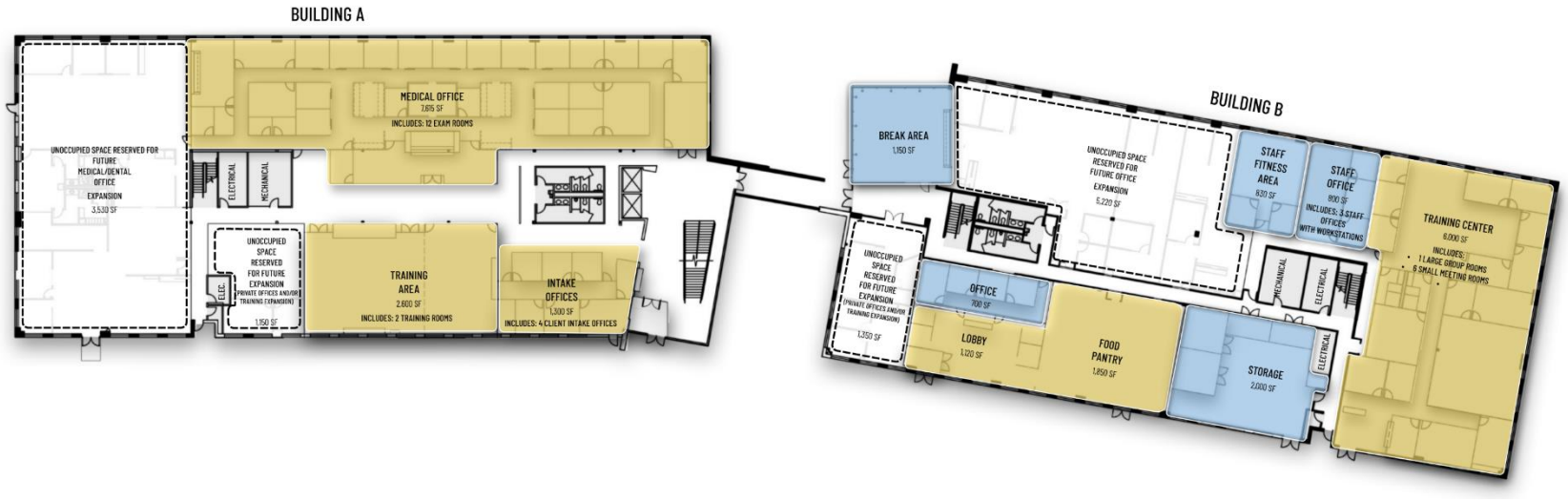
- Must be within service area set by North Texas Food Bank.
  - With a change in location, it is possible the service area could also change.

- Hours of Operation for Food Pantry:
  - Tuesday, Thursday, & Friday, 9:00am-1:00pm
  - 3rd Monday of each month, 10:00am-1:00pm

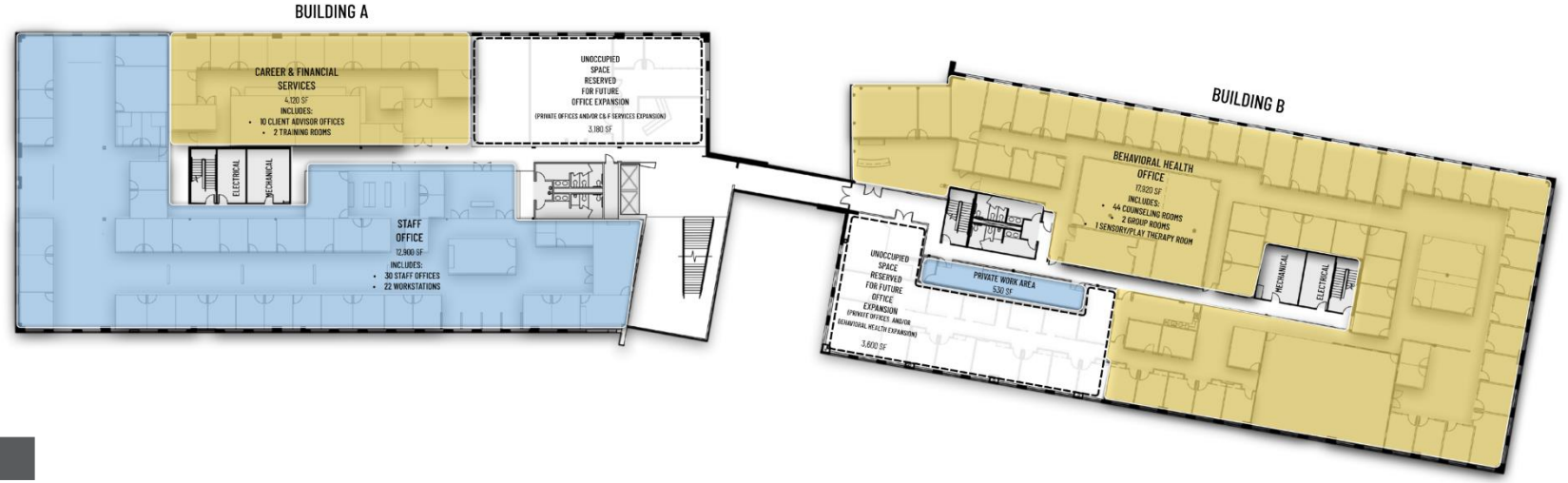


Case 1918-SUP Jewish Family Service

Level 1



Level 2



Case 1918-SUP Jewish Family Service

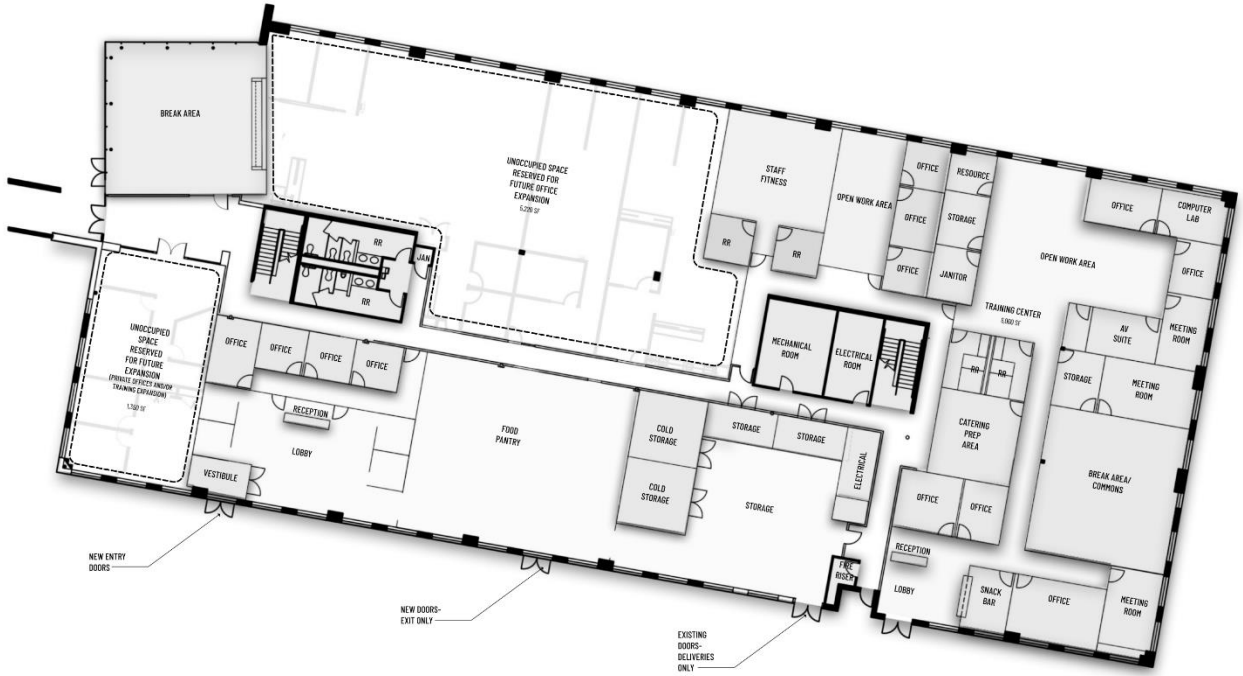


Building A, Level 1:

- Lobby / Intake
- Training Room
- Medical Clinic
- Future Expansion for Medical/Dental & Office

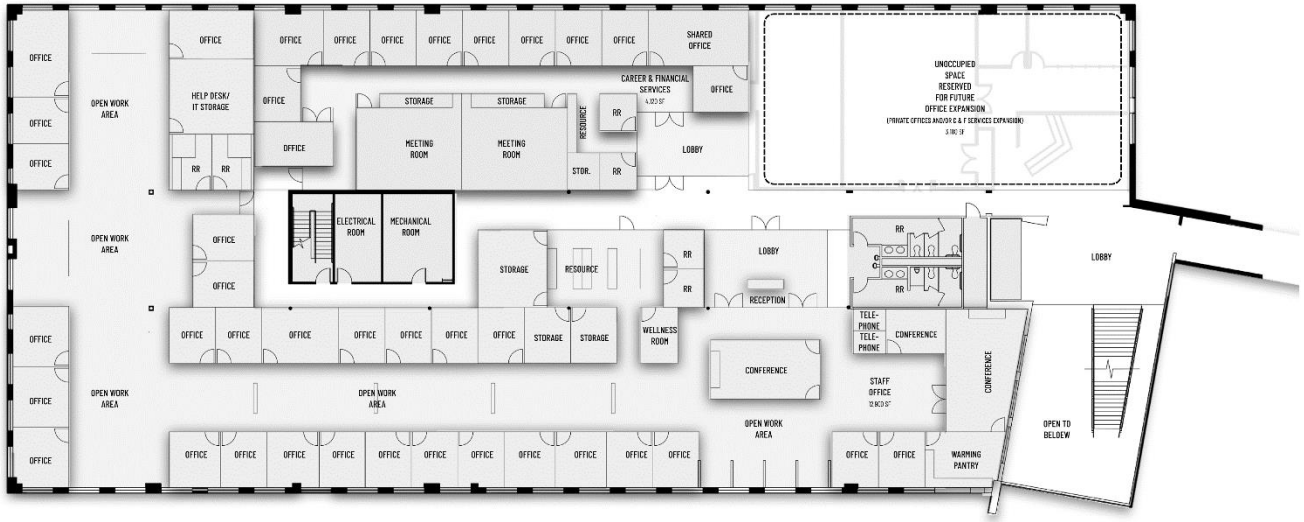
Building B, Level 1:

- Food Pantry
- Breakroom
- Training Center
- Future Expansion for Office



Level 1

Case 1918-SUP Jewish Family Service



Building A, Level 2:

- Career & Financial Services
- Staff Offices
- Meeting Space
- Future Expansion for Office

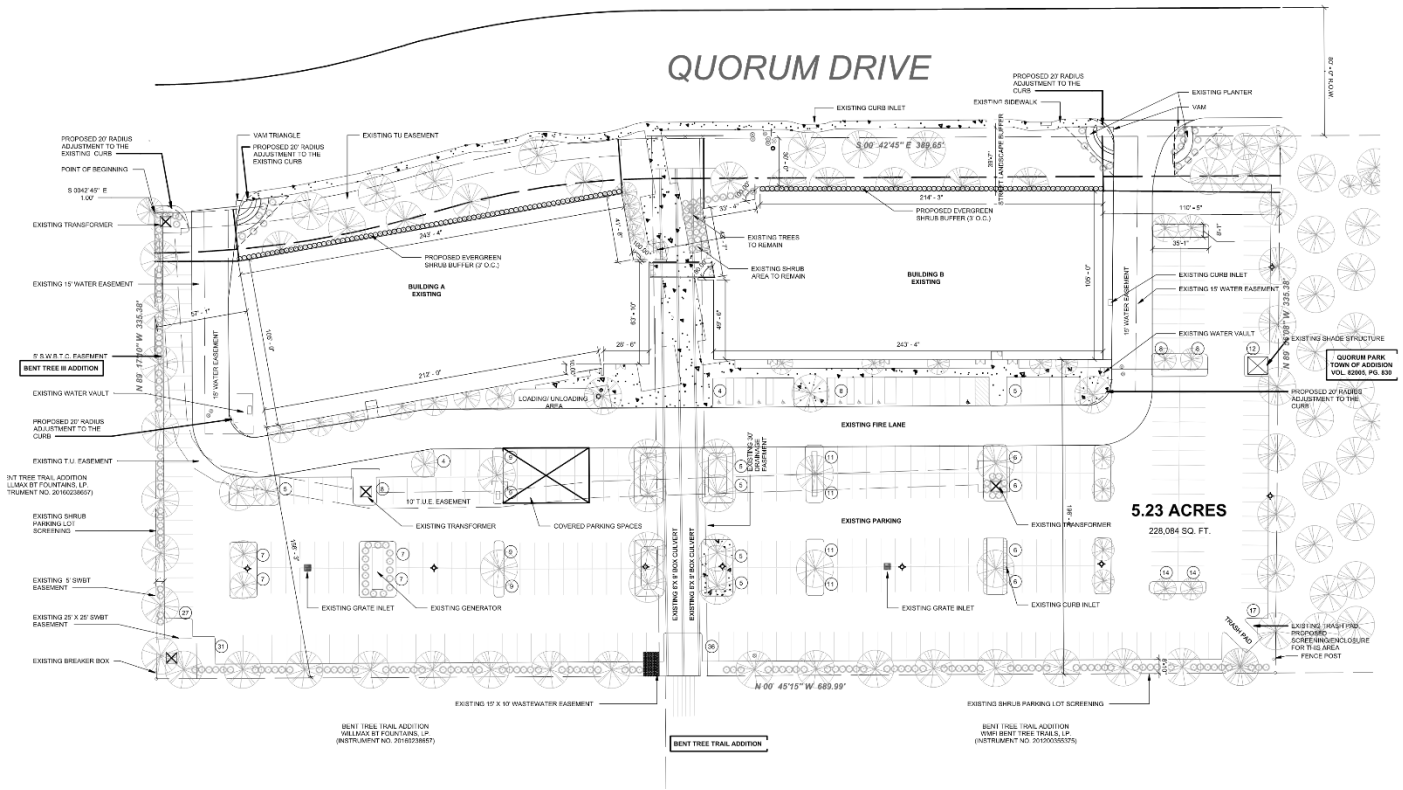
Building B, Level 2:

- Emotional Health
- Play Therapy
- Meeting Space
- Future Expansion for Office



Level 2

Case 1918-SUP Jewish Family Service



PARKING:

- No modifications are proposed to the parking.
- Staff believes existing 353 spaces will meet demand as JFS primarily operates by appointment only.

OPEN SPACE AND LANDSCAPE:

- New evergreen shrubs will be planted within the landscape buffer along Quorum Drive. No additional modifications proposed.

EXTERIOR APPEARANCE:

- Two new exterior doors for Food Pantry.
- No additional modifications are proposed to the exterior façade.

Case 1918-SUP Jewish Family Service

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: 10

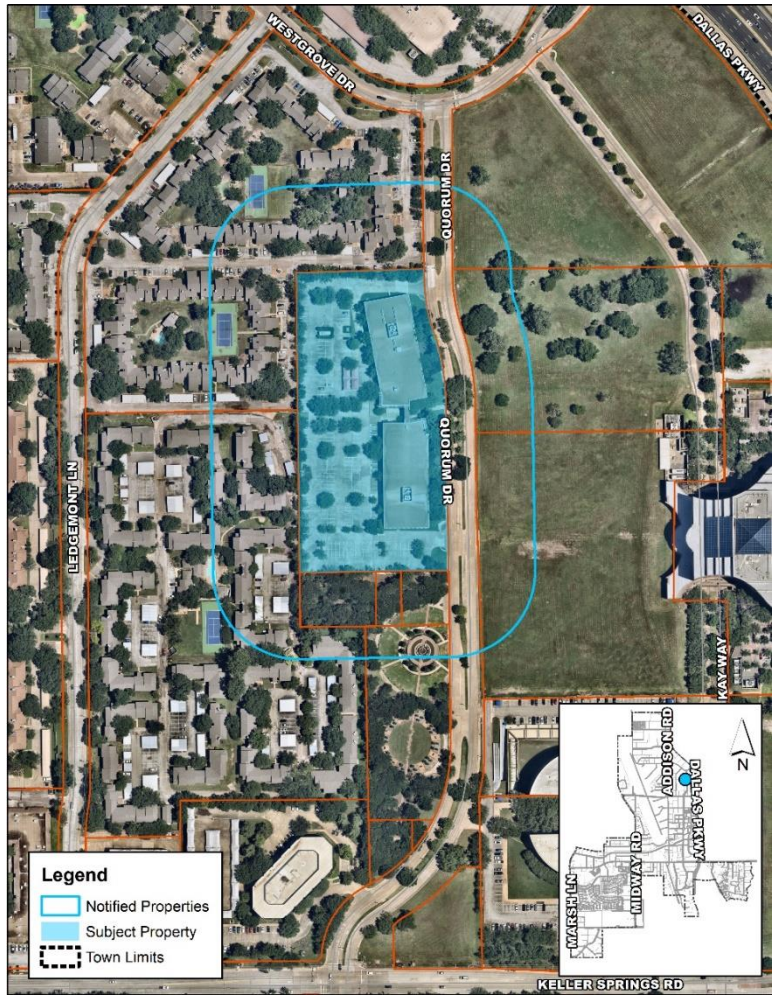
FOR: 1.
AGAINST: None.
NEUTRAL: None.

ADDITIONAL FEEDBACK (OUTSIDE NOTICE BOUNDARY): 1

FOR: 1.
AGAINST: None.
NEUTRAL: None.

PLANNING & ZONING COMMISSION ACTION:

APPROVAL: 7-0



Case 1918-SUP Jewish Family Service

RECOMMENDATION:

Staff recommends **approval** of the request, with the following conditions:

- There shall be no outside storage of goods, equipment, or materials. Outside storage is considered any item(s) that are not customarily intended to be outside and are stored on site for greater than 24 hours.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A PHILANTHROPIC INSTITUTION FOR THE PROPERTY LOCATED AT 16301 QUORUM DRIVE; 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 July 16, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1918-SUP) for a philanthropic institution at the property located at 16301 Quorum Drive (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Commercial-1 (C-1); 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 philanthropic institution 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) There shall be no outside storage of goods, equipment, or materials. Outside storage is considered any item(s) that are not customarily intended to be outside and are stored on site for greater than 24 hours.

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

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

SECTION 6. This ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***13TH*** day of **AUGUST** ***2024*.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

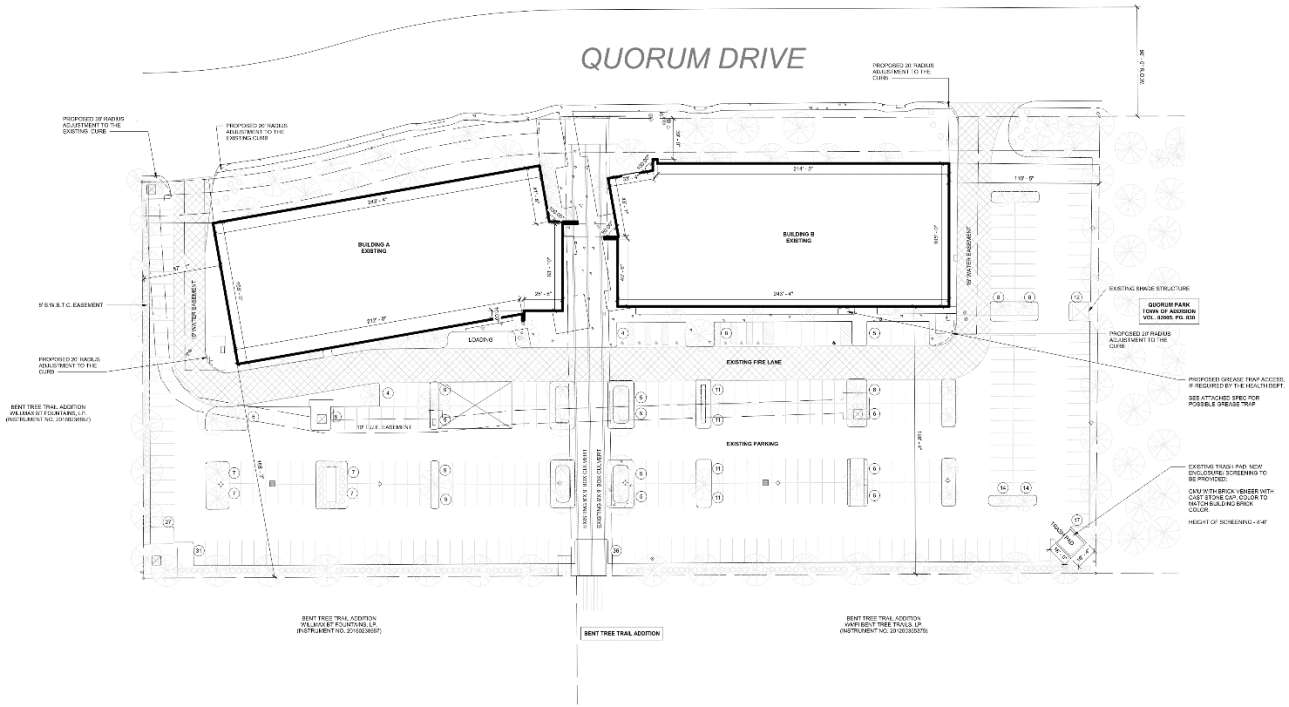
ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A



LEGEND - SITE PLAN

SYMBOL	DESCRIPTION
	SCOPE OF WORK
	CONCRETE SIDEWALK AND PAVING. REF CIVIL/LANDSCAPE
	EXISTING FIRE LANE.
	EXISTING CONCRETE SIDEWALK AND PAVING.
	PROPERTY LINE
	EASEMENT, BUILDING SETBACK & R.O.W.
	FENCE
2	PARKING SPACE COUNT
	EXISTING EXTERIOR LIGHTING POLE
	EXISTING TREE
	EXISTING SHRUB

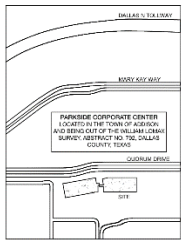
SITE PLAN NOTES

- ANY REVISION TO THE PLAN SHALL REQUIRE TOWN APPROVAL AND MAY REQUIRE PAYING TOWN FEES. SITE LINE TO BE CLEAR OF OBJECTS BETWEEN 30" AND 72" ABOVE GRADE.
- OPEN STORAGE OF ANY KIND IS PROHIBITED. SHALL BE CONTAINED IN ACCORDANCE WITH ZONING.
- BUILDING MATERIALS: MINIMUM OF 90% BRICK, STONE, STUCCO OR ARCHITECTURAL CONCRETE MASONRY UNITS (EXCLUDING DOORS AND WINDOWS) FOR EACH BUILDING FACADE FACING A PUBLIC STREET OR PUBLIC OPEN SPACE.
- ALL SIGNAGE IS SUBJECT TO SEPARATE SIGN PERMIT.
- ALL STREET AND ADJOINING PUBLIC R.O.W. TO BE CLEANED TO PUBLIC PLAN AS NEEDED DUE TO BUILDING SITE CONSTRUCTION APPROVAL.
- THE PLANS CONTAINED HEREIN ARE NOT TO BE CONSTRUED AS A PERMIT OR APPROVAL OF ANY BUILDING OR SIGN. A SEPARATE PERMIT SHALL BE OBTAINED FROM THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEMS, SEWER SYSTEMS, DRAINAGE FACILITIES, AND ALL OTHER IMPROVEMENTS AND APPURTENANCES THERETO.

SITE PLAN DATA

ZONING:	C
EXISTING ZONING:	PD#178
PROPOSED USE:	OFFICE, OFFICE, RELIGIOUS
LOT AREA:	5.0 AC (217,800 SQ. FT.)
BUILDING AREA (GROSS SQUARE FOOTAGE):	97,000 SF
BUILDING A:	37,113 SQUARE FT.
BUILDING B:	59,887 SQUARE FT.
LOT COVERAGE:	45.0%
IMPERVIOUS SURFACE:	191,115 SF
TOTAL PARKING PROVIDED (WITH EXCESS):	363 SPACES
	2.5/1,000 SF, 10/1,000 SQ. FT. OFFICE, 1/100 SF SEATING, 1/100 SF SEATING
TOTAL PARKING PROVIDED:	363 SPACES
TOTAL PARKING PERMITTED:	363 SPACES

NOTE: PARKING PROVIDED IN ACCORDANCE WITH PD#178 STANDARDS



VICINITY MAP
N.T.S.

OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: 972.465.0000

SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 59000
PARCEL IDENTIFICATION NUMBER: 19006770000000000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 668

SITE PLAN

GFFdesign
3030 NORTZY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

EXHIBIT A

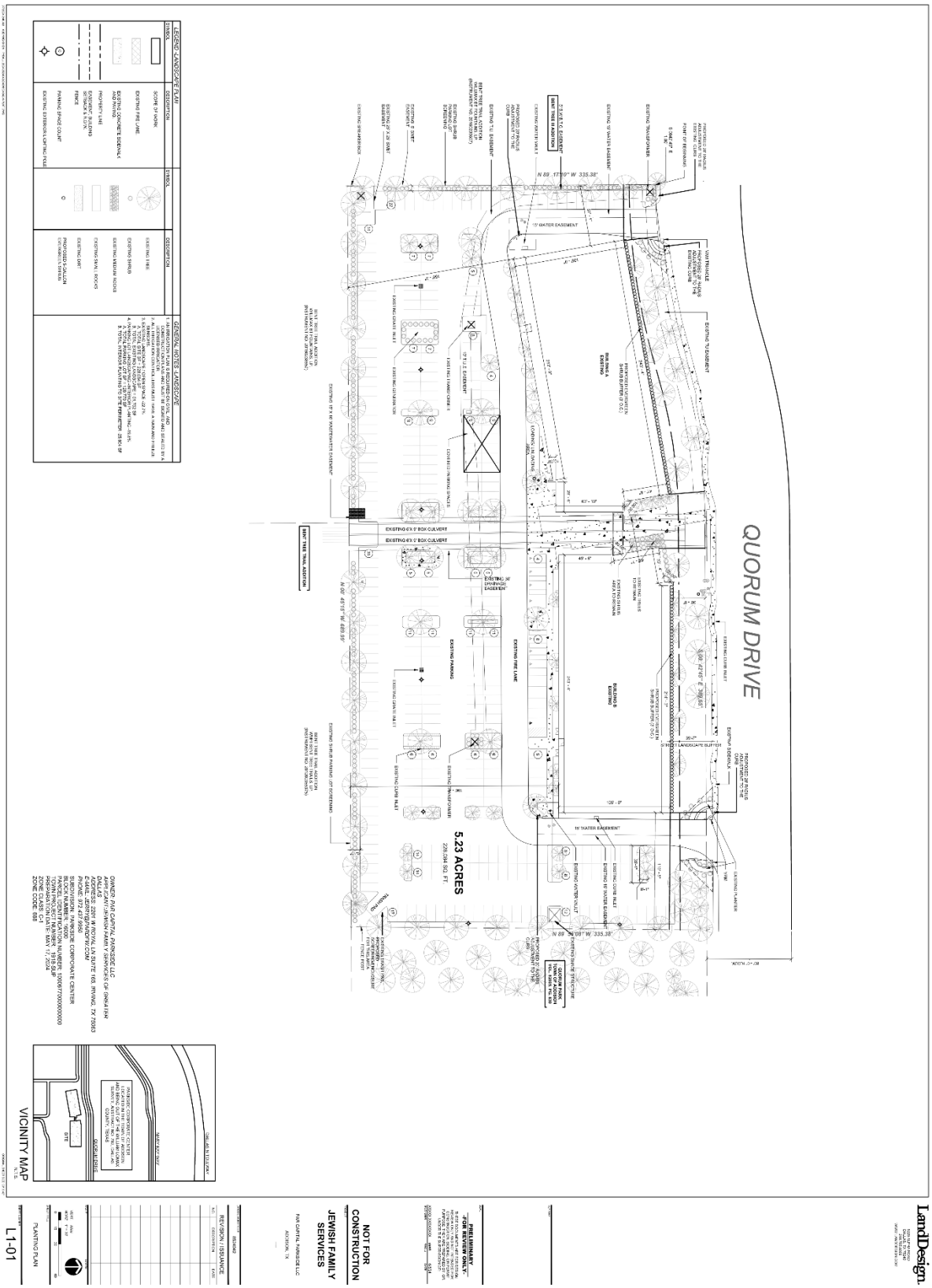
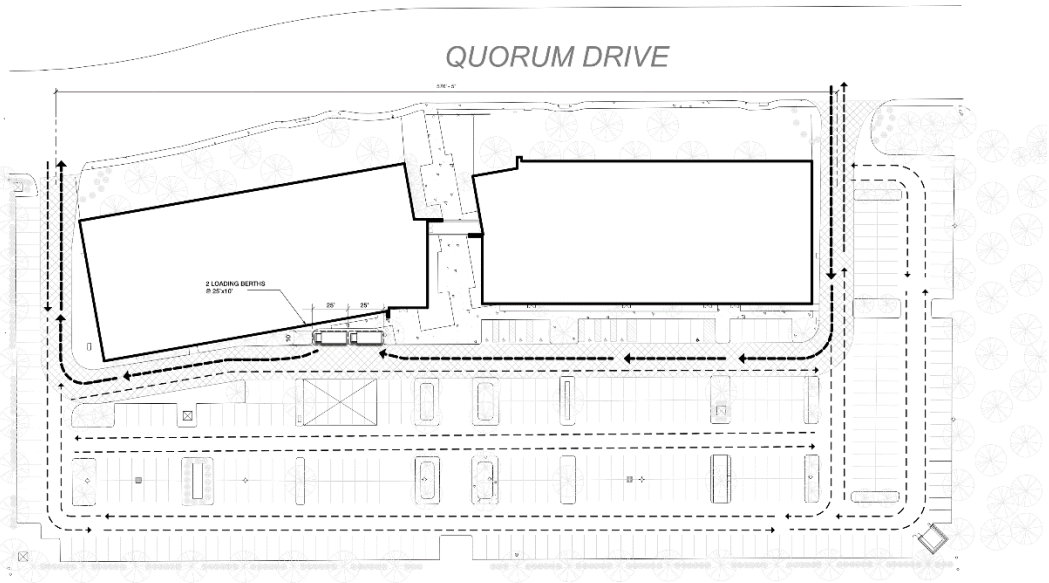

QUORUM DRIVE
5.23 ACRES
228,094 SQ. FT
N 89° 17' 10" W 335.38'
N 00° 42' 51" W 680.99'
S 89° 17' 10" E 335.38'
S 00° 42' 51" E 680.99'
EXISTING 6'X 5' BOX CULVERT
EXISTING 6'X 5' BOX CULVERT
BRIT TREE TRAIL ADDITION
BRIT TREE ADDITION
EXISTING PARKING
EXISTING TREE LINE
EXISTING BUILDING
PROPOSED BUILDING
EXISTING TRANSFORMER
EXISTING WATER VAULT
EXISTING WATER EASEMENT
EXISTING TELEPHONE
EXISTING SANITARY SEWER EASEMENT
EXISTING DRAINAGE EASEMENT
EXISTING 15' W.W. PUMP WATER EASEMENT
EXISTING 15' W.W. PUMP WATER EASEMENT
EXISTING 15' W.W. PUMP WATER

EXHIBIT A



NOTE: ALL DRIVEWAYS, FIRE LANE, LOADING ZONES ARE EXISTING. INTENDED USE IS OFFICE WITH SIMILAR TRAFFIC PATTERNS TO EXISTING.

BENT TREE TRAIL ADDITION

LEGEND - SITE PLAN

SYMBOL	DESCRIPTION
	SCOPE OF WORK
	CONCRETE SIDEWALK AND PAVING. REF CIVIL/LANDSCAPE
	EXISTING FIRE LANE
	EXISTING CONCRETE SIDEWALK AND PAVING.
	PROPERTY LINE
	EASEMENT, BUILDING SETBACK & R.O.W.
	FENCE
(X)	PARKING SPACE COUNT
	EXISTING EXTERIOR LIGHTING POLE
	EXISTING TREE
	EXISTING SHRUB
	DELIVERY/REFUSE FLOW
	VEHICULAR TRAFFIC FLOW

NOTES

- THE LOADING ZONE IS INTENDED TO SERVE BOTH BUILDING AS IS INCLUDING THE FUTURE ADDITION

GFFdesign
3030 NOWITZKY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: 972.468.8600

SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 16000
PARCEL IDENTIFICATION NUMBER: 16000700000000000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 688

VEHICULAR CIRCULATION PLAN

Not For Regulatory Approval, Permitting, or Construction Job # 24033 // 16301 QUORUM DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE OFFICE // MAY 17 2024 // SUP SUBMITTAL

Town of Addison, Texas
Ordinance No.
Case No. 1918-SUP/Jewish Family Service of Greater Dallas

EXHIBIT A

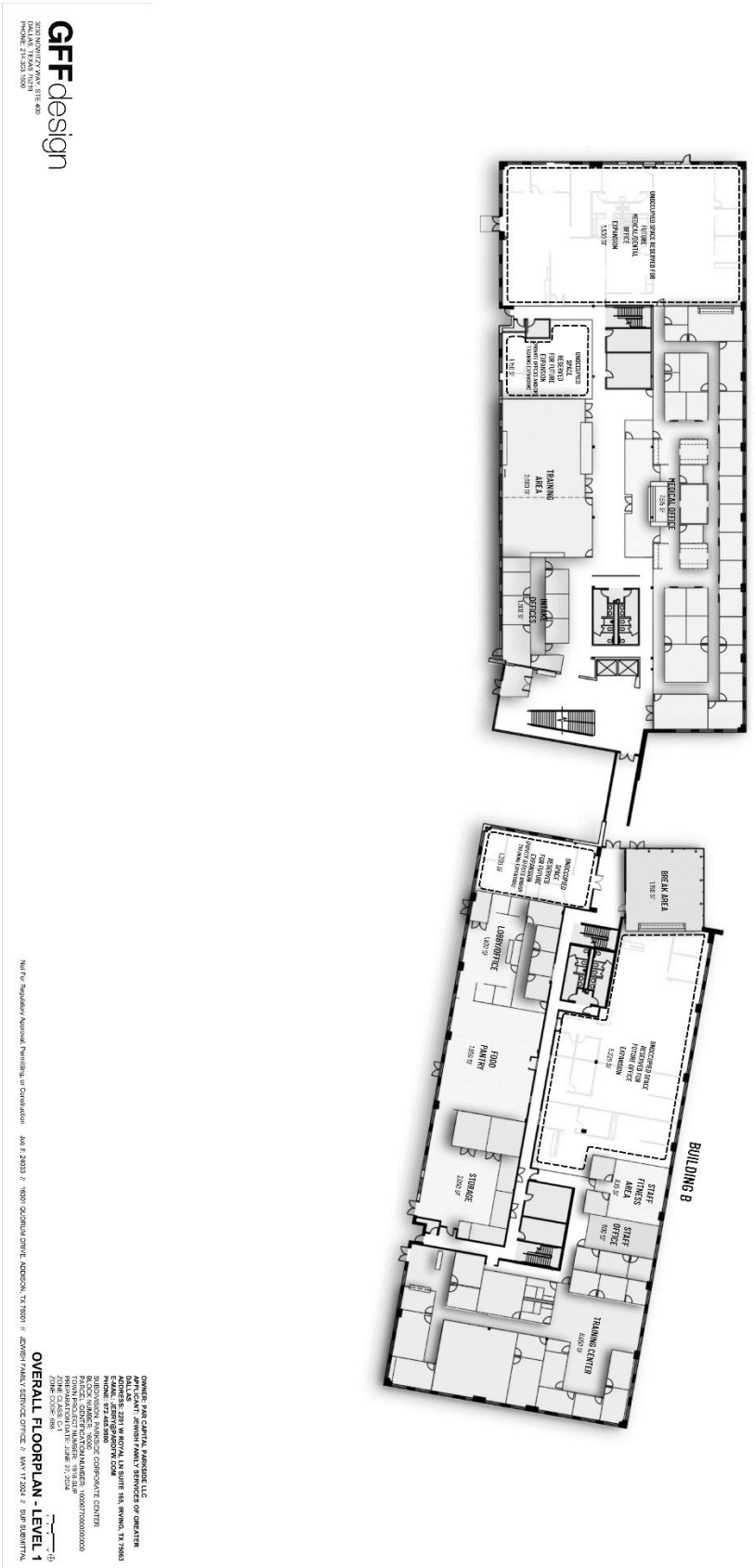

GFF design
2801 N. HARWOOD, SUITE 400
DALLAS, TX 75201
PHONE: 214.303.1500
OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 150, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: 817-881-8000
SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 2000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 1918
OVERALL FLOORPLAN - LEVEL 1
Not For Regulatory Approval, Permitting, or Construction
AUG 8, 28033 // 15051 QUORUM DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE OFFICE // MAY 17 2024 // SUP SUBMITTAL
BUILDING A
BUILDING B
UNDESIGNED SPACE RESERVED FOR FUTURE MEDICAL/DENTAL EXPANSION
5,553 SF
UNDESIGNED SPACE RESERVED FOR FUTURE TRAINING EXPANSION
1,391 SF
TRAINING AREA
2,823 SF
MEDICAL OFFICE
555 SF
OFFICES
1,430 SF
BREAK AREA
139 SF
LOBBY/OFFICE
1,405 SF
FOOD PANTRY
1,026 SF
STORAGE
2,000 SF
UNDESIGNED SPACE RESERVED FOR FUTURE TRAINING EXPANSION
1,220 SF
UNDESIGNED SPACE RESERVED FOR FUTURE OFFICE EXPANSION
5,225 SF
STAFF FITNESS AREA
435 SF
STAFF OFFICE
900 SF
TRAINING CENTER
4,600 SF

EXHIBIT A

GFFdesign
2000 MCKINNEY AVE., STE 400
DALLAS, TEXAS 75201
PHONE: 214.303.1500
BUILDING A
BUILDING B
CAREER & FINANCIAL SERVICES
STAFF OFFICE
UNOCCUPIED SHELL SPACE RESERVED FOR FUTURE OFFICE EXPANSION
BEHAVIORAL HEALTH OFFICE
Not For Regulatory Approval, Permitting, or Construction
JOB # 24133.1 | 15301 GLADEMUIR DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE OFFICE // MAY 17, 2024 // SUP SUBMITTAL
OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 5995 PLANO PKWY, SUITE 150, IRVING, TX 75063
E-MAIL: JEFFRY@PARTFH.COM
PHONE: 972.468.5969
SUBDIVISION: ADDISON CORPORATE CENTER
BLOCK NUMBER: 19000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONING: PD
ZONE CODE: 681
OVERALL FLOORPLAN - LEVEL 2
1/16" = 1'-0"

EXHIBIT A

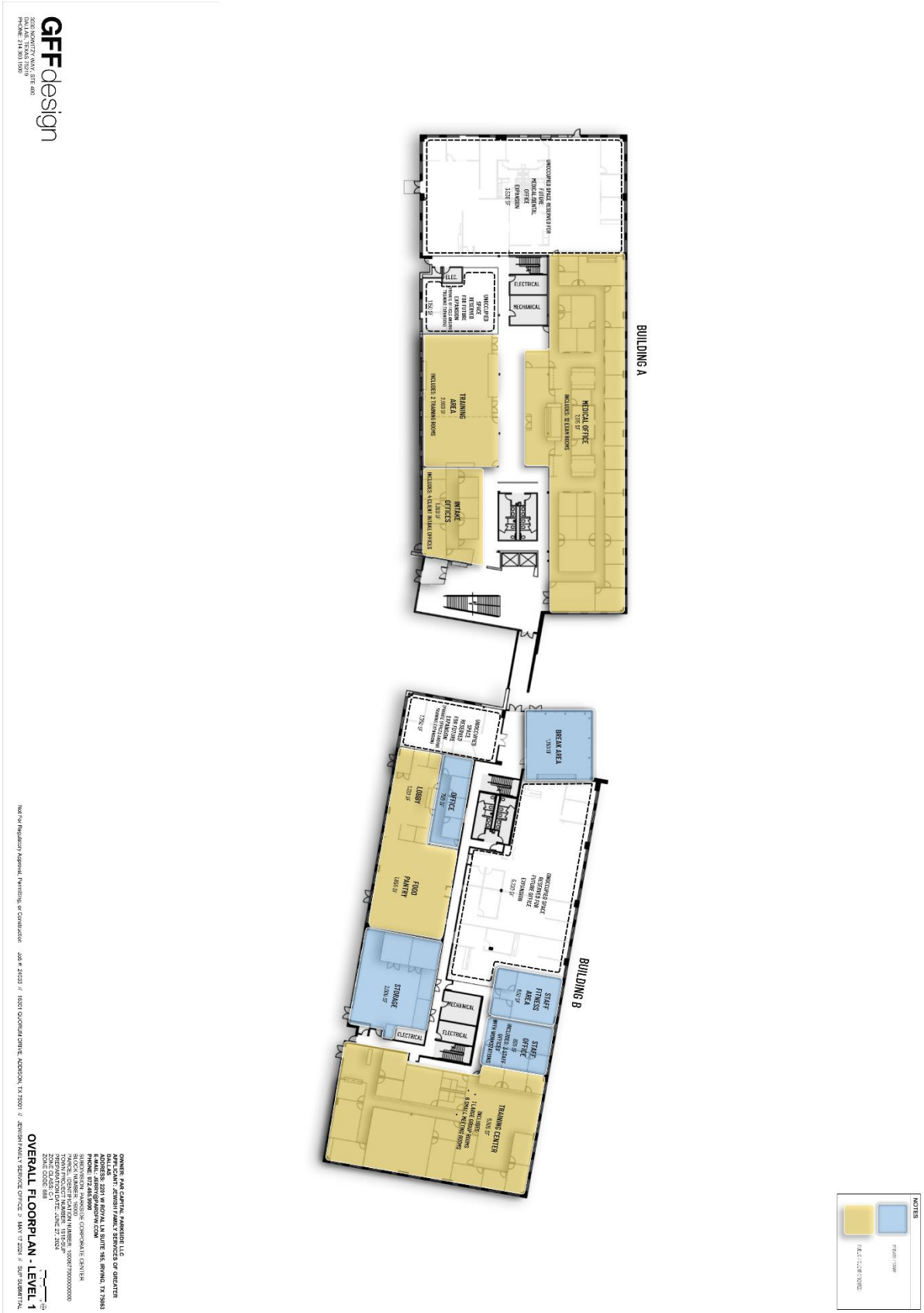

GFFdesign
2000 MCKINNEY AVE., STE 400
DALLAS, TEXAS 75201
PHONE: 214.303.1500
Not For Regulatory Approval, Permitting, or Construction
Job # 24020 // 15501 QUORUM DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE OFFICE // MAY 17 2024 // SUP SUBMITTAL
OVERALL FLOORPLAN - LEVEL 1
OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 5910 N. O'CONNOR BLVD., SUITE 165, IRVING, TX 75039
E-MAIL: JBERG@PARDFW.COM
PHONE: 972.465.0900
SURVEY: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 15501
TOWN TRACT/LOT NUMBER: 1B1R-BP
PREPARATION DATE: JUNE 27, 2024
ZONE CODE: 686
BUILDING A
BUILDING B
MEDICAL OFFICE
7,915 SF
INCLUDES 12 EXAM ROOMS
TRAINING AREA
2,603 SF
INCLUDES 2 TRAINING ROOMS
INTAKE OFFICES
1,383 SF
INCLUDES 4 EXAM/ INTAKE OFFICES
UNOCCUPIED SPACE RESERVED FOR FUTURE MEDICAL/DENTAL OFFICE EXPANSION
3,328 SF
UNOCCUPIED SPACE RESERVED FOR FUTURE OFFICE EXPANSION
1,515 SF
ELEC.
ELECTRICAL
MECHANICAL
UNOCCUPIED SPACE RESERVED FOR FUTURE OFFICE EXPANSION
2,736 SF
BREAK AREA
1,383 SF
LOBBY
1,320 SF
OFFICE
700 SF
FOOD PANTRY
1,696 SF
STORAGE
2,836 SF
UNOCCUPIED SPACE RESERVED FOR FUTURE OFFICE EXPANSION
5,320 SF
STAFF FITNESS AREA
656 SF
STAFF OFFICE
1,383 SF
INCLUDES 4 OFFICES & 2 CUBICLE AREAS
TRAINING CENTER
5,505 SF
INCLUDES 6 SMALL MEETING ROOMS & 1 LARGE MEETING ROOM
MECHANICAL
ELECTRICAL
ELECTRICAL
NOTES

EXHIBIT A

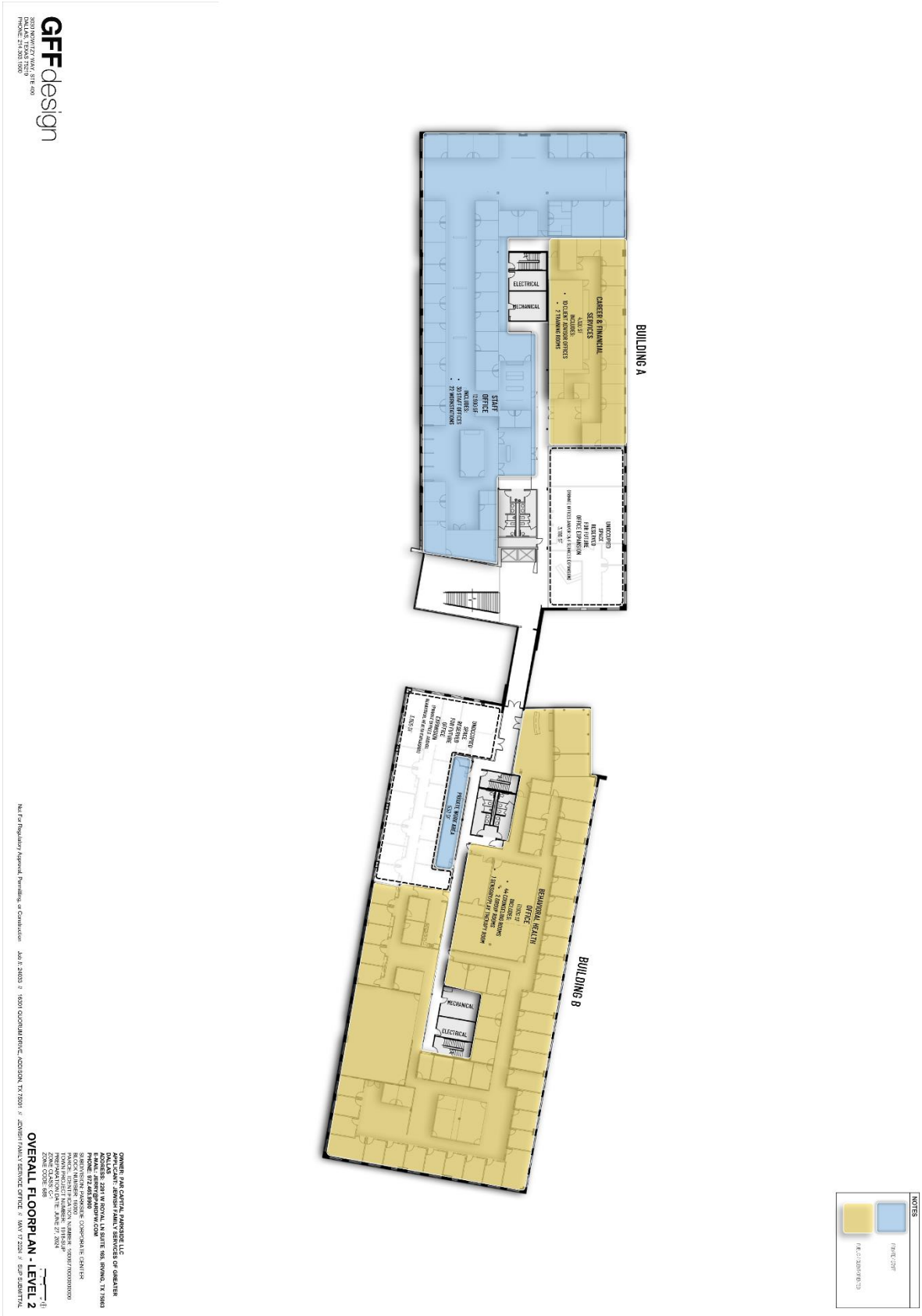
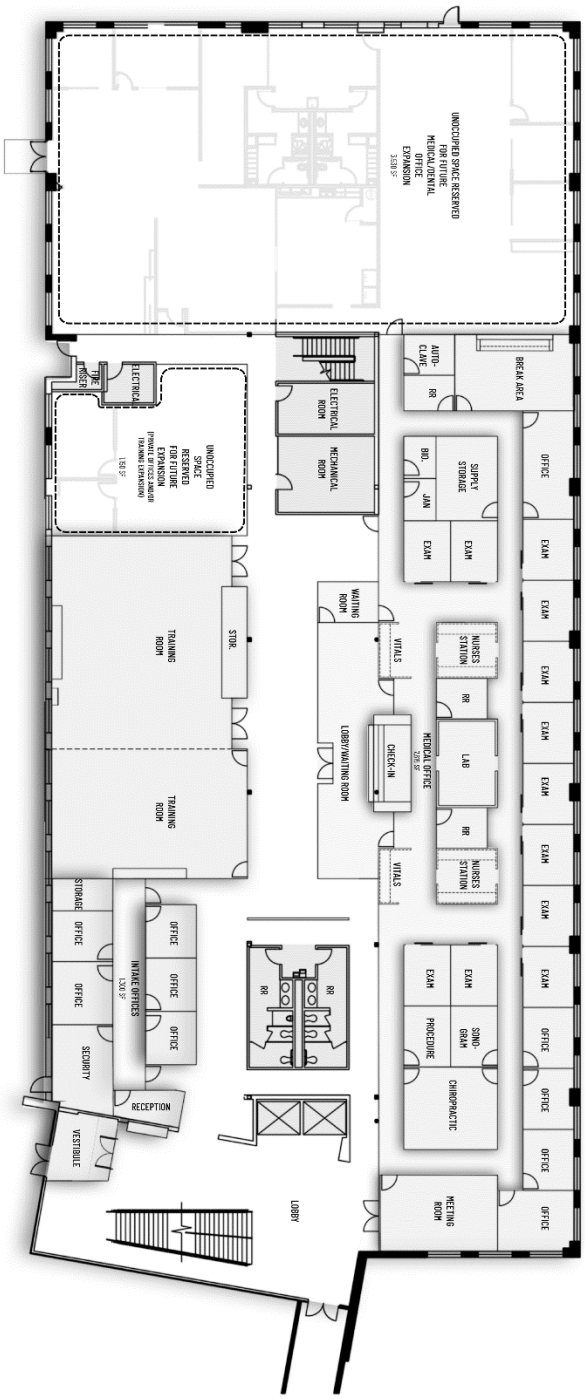

GFFdesign
OWNER: PAM CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2301 W ROYAL LN SUITE 105, IRVING, TX 75063
E-MAIL: JENYP@FAMDFW.COM
PHONE: 214.452.0000
EXISTING PARKSIDE CORPORATE CENTER
BUILDING A: 12,000 SF
BUILDING B: 7,000 SF
PARCEL IDENTIFICATION NUMBER: 00007700000000
TOWN PROJECT NUMBER: 1918-SUP
PROPOSED PARKING: JUNE 07, 2024
ZONE CLASS: CC
ZONE CODE: 985
OVERALL FLOORPLAN - LEVEL 2
1" = 20'-0"
Not For Regulatory Approval, Permitting, or Construction
Jun 6, 24033
16301 QUORUM DRIVE, ADDISON, TX 75001
JEWISH FAMILY SERVICE OFFICE
MAY 17 2024
SUP SUBMITTAL
BUILDING A
BUILDING B
CAREER & FINANCIAL SERVICES
INCLUDES:
10 CLIENT ADVISOR OFFICES
2 TRAINING ROOMS
ELECTRICAL
MECHANICAL
STAFF OFFICE
INCLUDES:
30 WORKSTATIONS
2 CONFERENCE ROOMS
UNCOVERED PARKING RESERVED FOR FUTURE OFFICE EXPANSION
UNCOVERED PARKING RESERVED FOR FUTURE OFFICE EXPANSION
PRIMARY ENTRY
BEHAVIORAL HEALTH OFFICE
INCLUDES:
10 OFFICES
1 GROUP THERAPY ROOM
1 PSYCHIATRIST THERAPY ROOM
MECHANICAL
ELECTRICAL
NOTES

EXHIBIT A



GFFdesign
2000 NOVITZKY WAY, STE 400
DALLAS, TEXAS 75207
PHONE: 214.303.1500

Not For Regulatory Approval, Permitting, or Construction Job # 21003.2 16301 QUORUM DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE OFFICE // JUNE 07 2024 // SUP SUBMITTAL

OWNER: PAK CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 5307 W. LBJ FREEWAY, SUITE 165, IRVING, TX 75063
E-MAIL: JBERG@JFSDFW.COM
PHONE: 972.466.8900
PROJECT NAME: 16301 QUORUM - CORPORATE CENTER
BLOCK NUMBER: 16301
SUBDIVISION NAME: CORPORATE CENTER
TOWN PROJECT NUMBER: SITE-SUP
PREPARATION DATE: JUNE 07, 2024
ZONE CODE: 686

LEVEL 01 - FLOOR PLAN - BUILDING A

EXHIBIT A

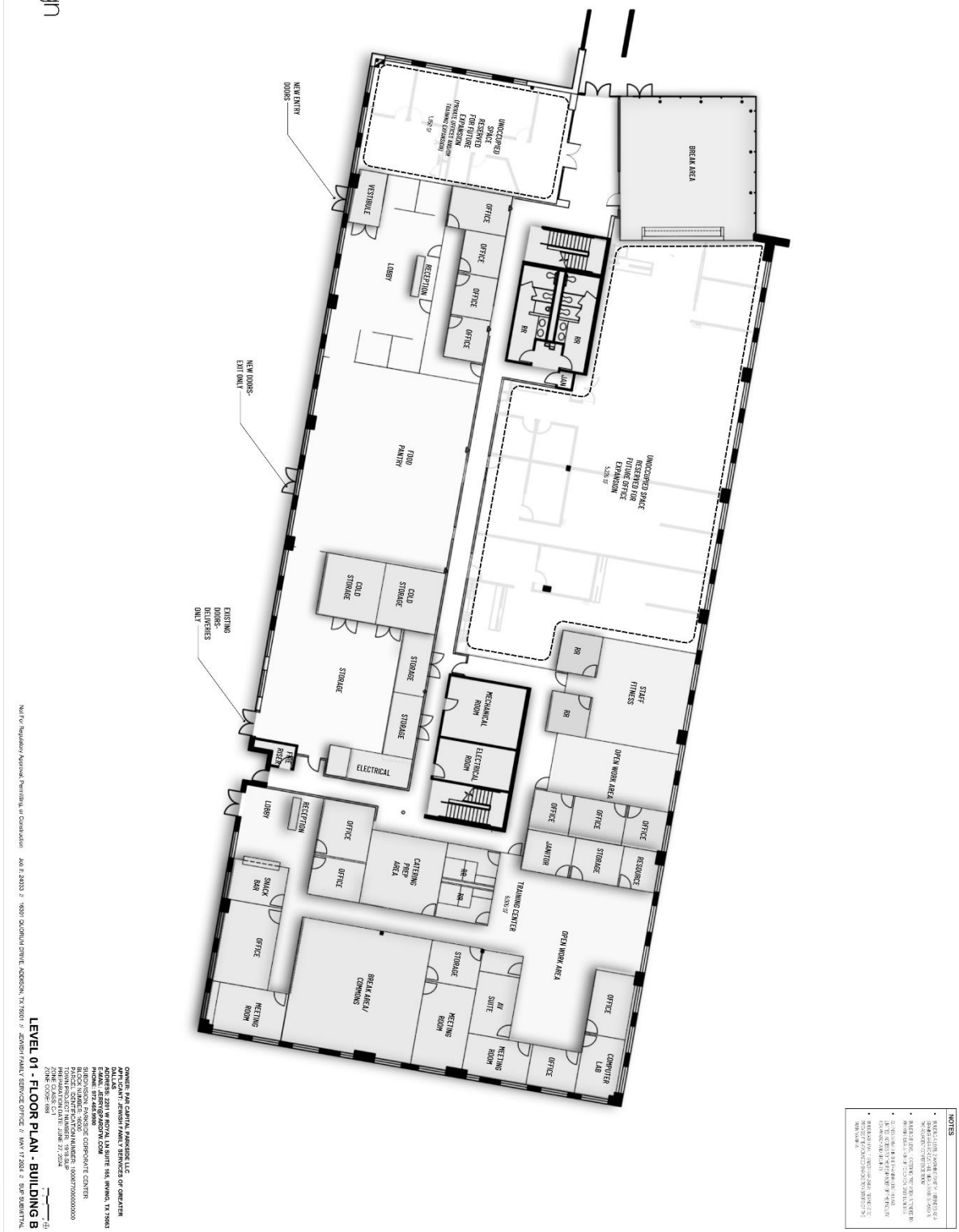

GFF design
LEVEL 01 - FLOOR PLAN - BUILDING B
NOTES
BREAK AREA
VESTIBULE
LOBBY
RECEPTION
OFFICE
FOOD PANTRY
COLD STORAGE
STORAGE
ELECTRICAL
MECHANICAL ROOM
ELECTRICAL ROOM
STAFF FITNESS
OPEN WORK AREA
JANITOR
RESOURCE
TRAINING CENTER
CATERING PREP AREA
SNACK BAR
BREAK AREA/ COMMONS
MEETING ROOM
AV SUITE
COMPUTER LAB
RR
JAN
NEW ENTRY DOORS
NEW DOORS- EXIT ONLY
EXISTING DOORS- DELIVERIES ONLY

EXHIBIT A

GFFdesign

3030 NEWTEX WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
EMAIL: ABBY@JFSDALLAS.ORG
PHONE: 972.466.0900
SURVEY: BOUNDARY SURVEY
BLOCK NUMBER: 1 BLOCK NAME: CORPORATE CENTER
PARCEL IDENTIFICATION NUMBER: 1000770000000000
PREPARATION DATE: JUNE 27, 2024
ZONE CODE: MR

LEVEL 02 - FLOOR PLAN - BUILDING A

Not For Regulatory Approval, Permitting, or Construction

JOB # 210053.1 | 16301 QUORUM DRIVE, ADDISON, TX 75001 | JEWISH FAMILY SERVICE OFFICE | MAY 17, 2024 | SUP SUBMITTAL

NOTES

EXHIBIT A

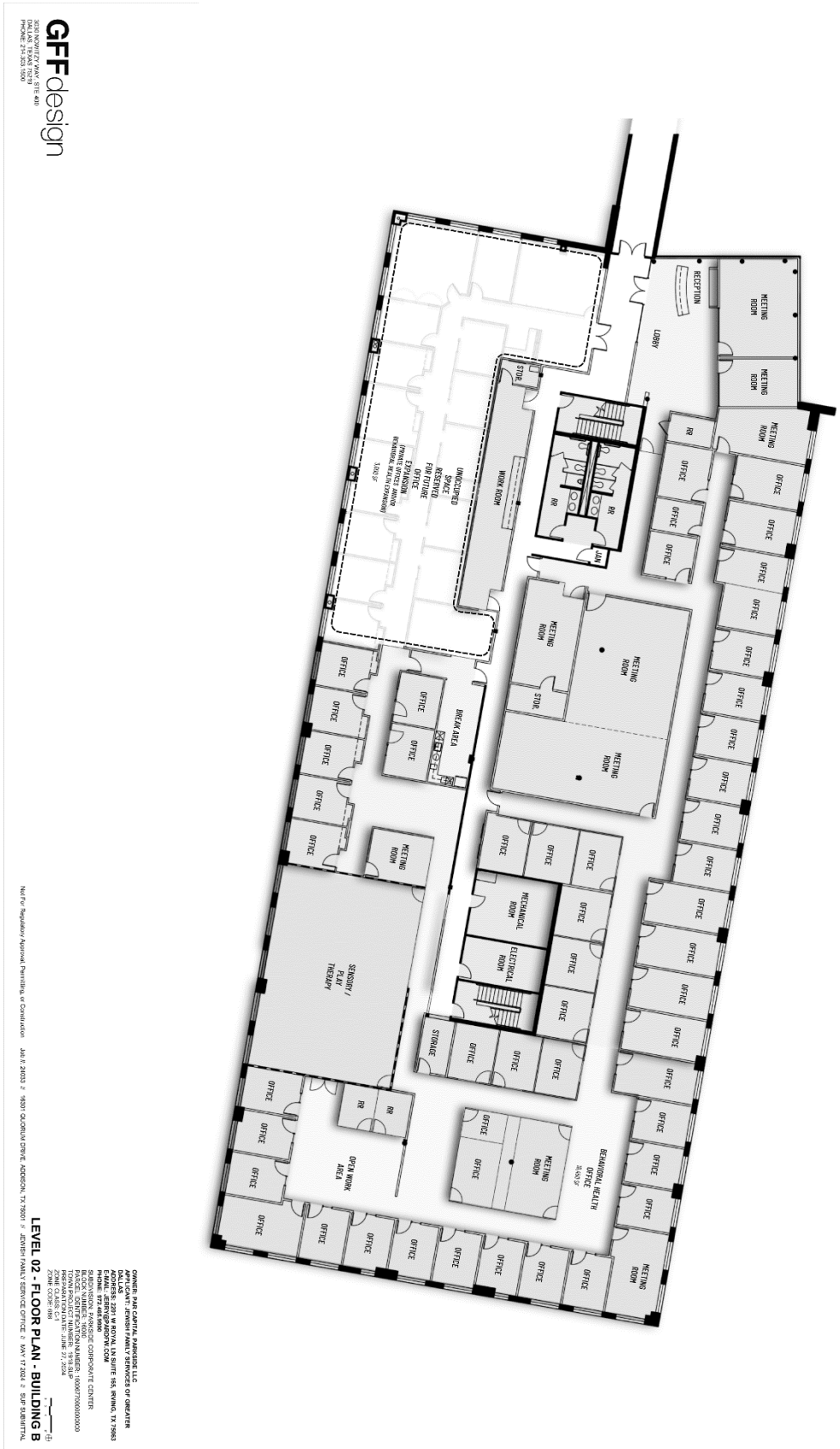

GFF design
2001 N. PEARL EXPY, SUITE 400
DALLAS, TEXAS 75201
PHONE: 214.303.1500
RECEPTION
LOBBY
MEETING ROOM
MEETING ROOM
MEETING ROOM
STOR.
WORK ROOM
UNOCCUPIED SPACE RESERVED FOR FUTURE EXPANSION OFFICE (FUTURE BEHAVIORAL HEALTH EXPANSION) 5300 S.F.
RR
RR
WIC
OFFICE
OFFICE
OFFICE

EXHIBIT A

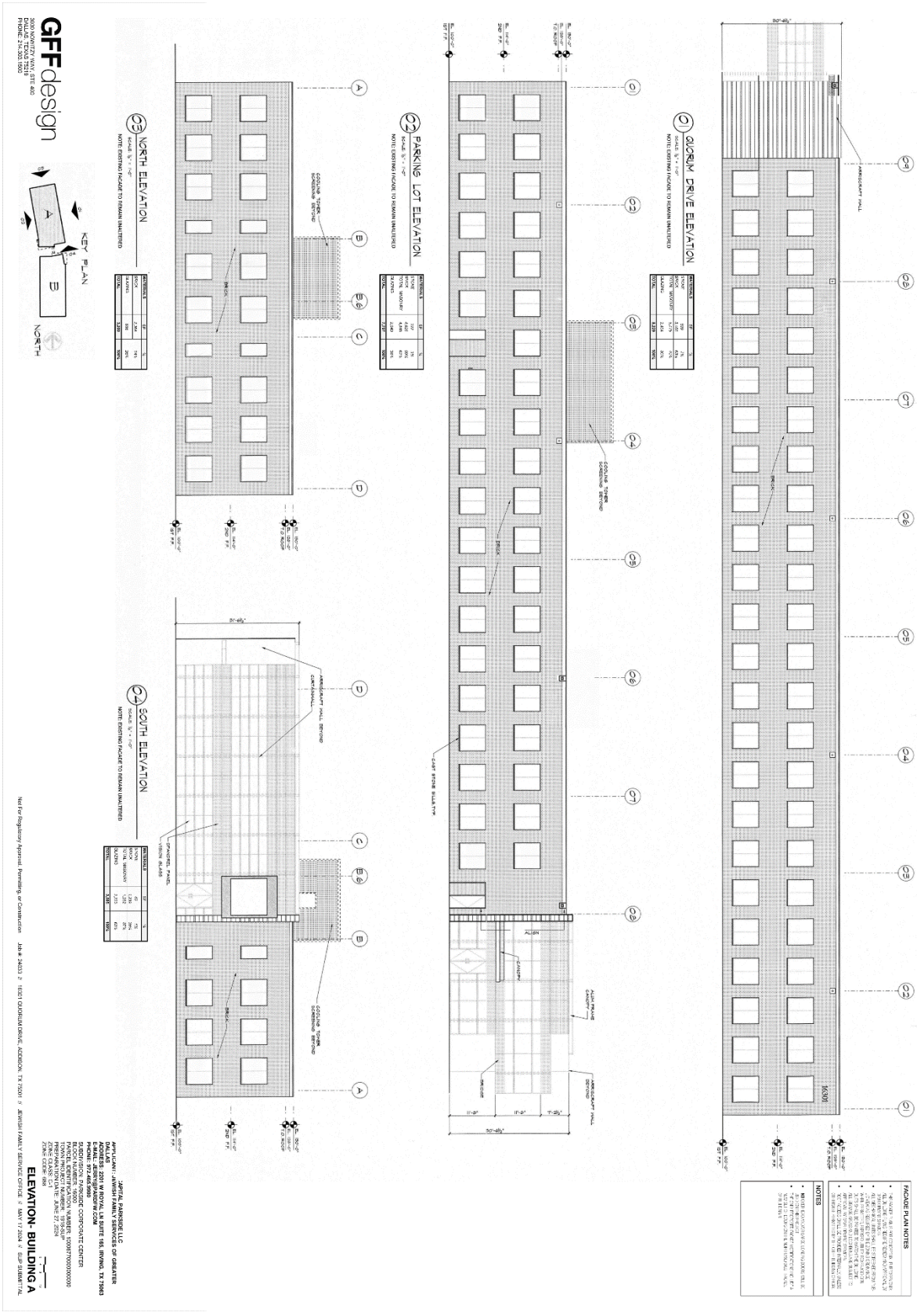
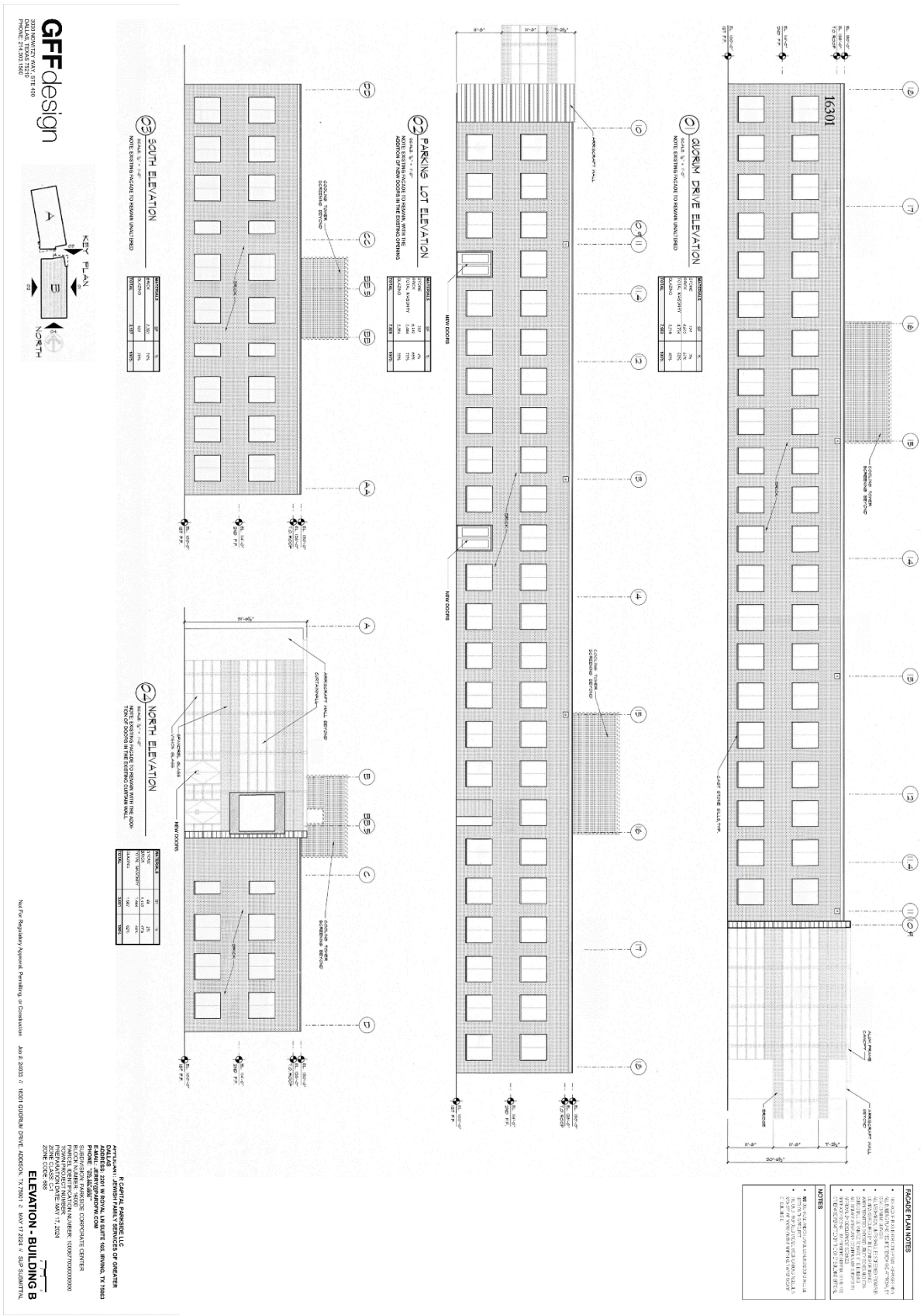

GFFdesign
ELEVATION- BUILDING A
FACADE PLAN NOTES
NOTES
KEY PLAN
NORTH
01 QUORUM DRIVE ELEVATION
02 PARKING LOT ELEVATION
03 NORTH ELEVATION
04 SOUTH ELEVATION
ARBOR HALL
ARBOR HALL BEYOND
COOLING TOWER SCREENING BEYOND
EAST STONE BULK TYP.
CANOPY
ALIGN
ALIGN TRUCK CANOPY
16301
BRICK
Not For Regulatory Approval, Permitting, or Construction
JAB # 24033.3 | 16301 QUORUM DRIVE, ADDISON, TX 75001 // JEWISH FAMILY SERVICE GRTGE // MAY 17 2024 // SUP SUBMITTAL

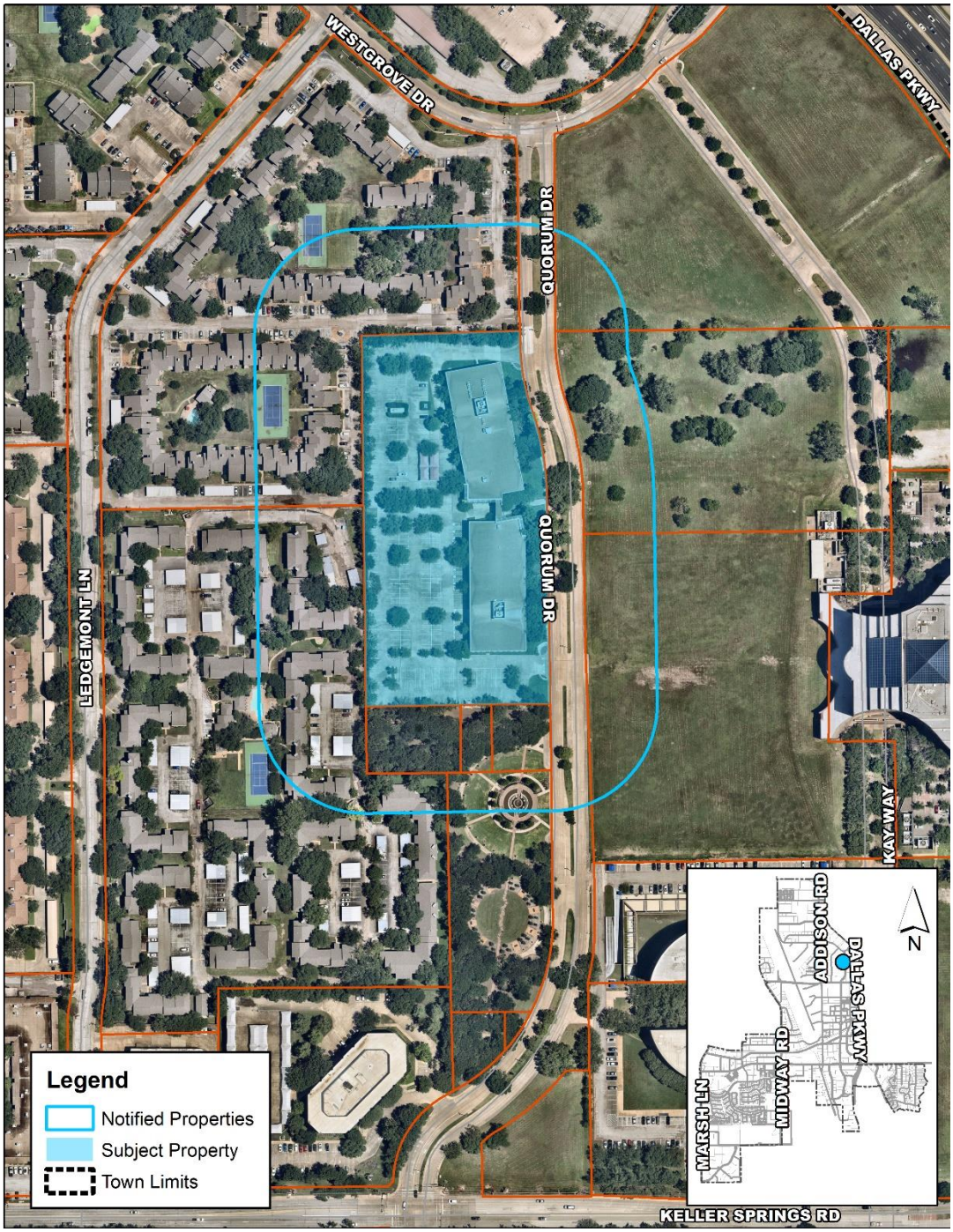
EXHIBIT A


16301
01 QUORUM DRIVE ELEVATION
02 PARKING LOT ELEVATION
03 SOUTH ELEVATION
04 NORTH ELEVATION
FACADE PLAN NOTES
NOTES
KEY PLAN
NORTH
GFFdesign
ELEVATION - BUILDING B
Not For Regulatory Approval, Permitting, or Construction
Job # 24033 // 16301 QUORUM DRIVE ADDISON, TX 75001 // MAY 17 2024 // SUP SUBMITTAL

1918-SUP

PUBLIC HEARING Case 1918-SUP/Jewish Family Services of Greater Dallas. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 16301 Quorum Drive, that is currently zoned Commercial-1 (C-1), to allow a philanthropic institution.

LOCATION MAP



July 16, 2024

STAFF REPORT

RE:	Case 1918-SUP/Jewish Family Service of Greater Dallas
LOCATION:	16301 Quorum Drive
REQUEST:	Approval of a Special Use Permit (SUP) for a philanthropic institution. (Application Date: 05/17/2024)
APPLICANT:	Deizel Sarte, Jewish Family Service of Greater Dallas

DISCUSSION:

Background: The subject property is located at 16301 Quorum Drive and is comprised of 5.24± acres. The site is currently developed with two office buildings (referred to as Building A and Building B), which were constructed in 2001. The site is known as Parkside Corporate Center. The subject property is zoned Commercial-1 (C-1).

The applicant, Jewish Family Services of Greater Dallas (JFS), is a nonsectarian nonprofit organization that provides a variety of services to residents in Addison and the surrounding communities. JFS has a long history of providing social services in the region and also provides support to many immigrants and Holocaust survivors. The organization provides support to all individuals regardless of age, race, religion, or ability to pay. The services provided at JFS are available to anyone, however, additional support may be provided based upon need. JFS currently serves approximately 900 Addison residents.

JFS has been located at 5402 Arapaho Road (southwest corner of Arapaho Road and Montfort Drive) for the past 23 years. They would like to relocate to expand their services offered at one location. A new service proposed at the subject property includes a medical and/or dental clinic. The subject property will be the primary location for the JFS administrative offices and will also provide four core services including physical health, emotional health, nutritional health, and financial health.

- Physical health will include a medical clinic that provides primary and preventative healthcare. The clinic is open to everyone and accepts most health insurance. JFS hopes to expand these services in the future to include additional medical and/or dental care.
- Emotional health is provided for all ages. This may include counseling and support for a variety of mental health illnesses and trauma.
- A food pantry is provided on site for individuals seeking food assistance. This is a service that individuals must qualify for. The food pantry has limited hours of operation and is by appointment only. The food pantry is open Tuesday, Thursday and Friday from 9:00am-

1:00pm and the first and third Monday of each month from 10am-1:00pm. Deliveries to restock the food pantry occur on Monday and Wednesday.

- Career and finances services are offered to those individuals who need support to become income stable or develop job skills via coaching or skills courses.

There will be approximately 60 employees on site initially, with an anticipated growth to 85-120 employees. The proposed hours of operation include 8:30am-8:00pm Monday through Wednesday, 8:30am-6:00pm on Thursday, and 8:30am-5:00pm on Friday. The offices are closed on Saturday and Sunday. JFS provides security on site during operating hours.

The Addison Zoning Ordinance allows philanthropic institutions through the approval of an SUP in any district. The proposed request complies with the ordinance.

Proposed Plan: With this request, the applicant proposes to use the subject property to provide a variety of services and administrative offices for Jewish Family Services of Greater Dallas (JFS). JFS will provide comprehensive health services on site to address physical, emotional, nutritional, and financial well-being.

JFS will own and occupy the entire site, including approximately 100,000 square feet of existing office space. The site has two office structures, approximately 50,000 square feet each. The buildings are 2-stores tall and each floor within each building is generally used for one of the core service areas.

The primary improvements proposed are interior to the existing office buildings to customize the space for JFS. Most of the interior will be used for medical offices, administrative offices, training/conference rooms, breakrooms, restroom facilities, storage, and utilities. The food pantry will be located on the first floor of Building B and have direct access on the west façade. This space will have a lobby area, shopping area (like a grocery store), and storage. The medical clinic will be located on the first floor of Building A. Access to the medical clinic is interior to the building via the lobby. A new grease trap is required on site due to a proposed catering prep area on the first floor of Building B to feed individuals onsite.

There are minor exterior improvements proposed with the request, including two new exterior doors, a solid waste enclosure, and new shrubs to bring the site into compliance with the landscaping buffering requirements. There are no additional modifications proposed to the façades of the existing buildings or parking lot.

Parking: The site currently provides 353 surface parking spaces and 1 loading space. Using the standard parking ratios for the proposed uses within the building, including office, medical, and retail, staff believes the existing parking will meet the demand. Additionally, JFS operates by appointment only and has varied hours of operation for some of their services, which will offset the demand. There is an existing bus stop along the property frontage on Quorum Drive.

Use	Parking Ratio	Gross Floor Area	Required Parking
Office	1 per 300 SF	78,540 SF	262
Medical	1 per 200 SF	13, 807 SF	70
Retail	1 per 200 SF	3,493 SF	18
		Total	**350**

JFS will occasionally receive deliveries and has provided a vehicular circulation plan for the site. Delivery trucks will be required to enter the site at the south access point on Quorum Drive and park within a designated loading space, located to the west of Building A. This loading area is not visible from public rights-of-way. Trucks will then exit the site at the northern access drive.

Exterior Facades: The existing façade will largely remain intact. The applicant has proposed to install two new exterior doors on the west façade of Building B. This will provide an entry and exit door for the proposed food pantry. No additional modifications are proposed.

Landscaping and Open Space: The site was initially developed under the Town's current landscape regulations and complies with nearly all of the standards. During the review, staff identified that the landscape buffer along Quorum Drive was noncompliant and missing the required shrubs. The applicant will provide evergreen shrubs along the east side of the buildings to bring the site back into compliance. No trees are proposed to be removed with this request.

Public Input: Town staff notified adjacent property owners within 200 feet of the subject property in accordance with Town and State requirements. As of the date of agenda posting, the Town has received 1 statement of support from a property owners within the 200-foot notice boundary, which is provided in the meeting packet. Staff has also received an additional statement of support from Metrocrest Services.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

The proposed SUP will primarily function as an office building or other medical use, both of which are permitted by right within the Commercial-1 district. Additionally, JFS operates by appointment only, which will reduce possible traffic and parking congestion. JFS can contribute to the community by providing services to all residents and supporting those in need. Additionally, JFS will bring the site into compliance with the landscaping requirements.

Staff recommends approval of this SUP request, subject to the following condition:

- There shall be no outside storage of goods, equipment, or materials. Outside storage is considered any item(s) that are not customarily intended to be outside and are stored on site for greater than 24 hours.

Case 1918-SUP/Jewish Family Service of Greater Dallas

July 16, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on July 16, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a philanthropic institution on a property located at 16301 Quorum Drive, which is currently zoned Commercial-1 (C-1).

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

Jewish Family Service
of Greater Dallas
An open door to all in need

President & CEO
Cathy Barker

JFS Board of Directors
Eric Goldberg
Chair

Julie Gothard
Chair-Elect

Weezie Margolis
Vice Chair

Lindsay Stengle Chang
Vice Chair

Steven Berger
Vice Chair

Seth Margolies
Treasurer

Laura Weinstein
Secretary

Julie Liberman
Immediate Past Chair

Rachel Biblo Block
Jonathan Blum
Rebecca Buell
Shelley Glazer
Jeff Haggard, MD
Jonathan Herskovitz
Andrew Kaufman
Michelle B. Kravitz, MD
Michael Landgarten, MD
Monita Moore
David Olesky
Nicole Post
Michael Saks
Andrew Silver
Mark Spalding
Richard L. Wasserman, MD, PhD
Bob Weinfeld
Simma Weiss, MD

Honorary Members
Linda Garner
Ethel Silvergold Zale

May 17, 2024 (updated June 6, 2024)

City Officials,

This letter of intent is in reference to Jewish Family Service of Greater Dallas's request for a Special Use Permit for 16301 Quorum Drive. The site is known as Parkside Corporate Center (5.236 acres). The property is currently zoned as Commercial-1 District (C-1).

Jewish Family Service of Greater Dallas is a nonsectarian nonprofit organization providing comprehensive health services that address physical, emotional, nutritional, and financial well-being. Since 1950, JFS has welcomed anyone through their doors regardless of age, race, religion, or ability to pay. These wraparound services impacted almost 17,000 lives last year. JFS is accredited by the Council on Accreditation and is a community partner of United Way of Metropolitan Dallas and the North Texas Food Bank.

Jewish Family Service of Greater Dallas has been operating at the southwest corner of Arapaho and Montfort for more than 23 years. JFS would like to expand current services under one roof at the existing Parkside Corporate Center 100,000-square foot office building with no major revisions to the building's exterior – façade, driveways, or landscaping.

The current climate for office buildings is challenging, but our organization can make great use of the facility and make impactful changes in the community on behalf of those in need.

The agency will have its administrative offices in the building. Likewise, there are four core service areas that will be offered out of the Parkside Corporate Center. Each program area helps people lead healthier, self-sufficient lives through specialized, professional services. Clients access these services through referrals from other community-based organizations across the Greater Dallas community.

The following are the agency's primary programs:

Physical Health:

The JFS medical clinic provides comprehensive primary and preventive care, accepting most insurances. Medical services for all ages include adult and pediatric annual physicals, cancer screenings, routine health exams, sick visits, chronic disease management, dental care, and other medical services.

Emotional Health:

JFS Provides individuals of all ages with counseling to address issues such as depression, anxiety, mood disorders, and/or serious personal difficulties and relationship struggles. This is done through psychotherapy, trauma counseling, crisis intervention, psychiatry, family violence intervention, play therapy, school-based support, chaplaincy, and support groups.

Nutritional Health:

The by-appointment-only, client-choice food pantry allows individuals seeking food assistance to choose the products they bring home to their families by shopping in a store-like environment. JFS carries a core list of items based on nutritional guidelines from the North Texas Food Bank, allowing for healthier and more diverse food options that meet cultural and dietary needs.

Financial Health:

In the Career and Financial Services department, coaches help each client devise an individually customized path toward income stability and professional fulfillment, while also emphasizing the importance of preparing and adhering to a budget, maintaining, and developing 21st-century job skills, and creating viable career and financial goals.

All of the services Jewish Family Service of Greater Dallas provides are predominantly by advanced appointment only. This is a low volume traffic generator with an average staff on site of 60 to 65 people initially, anticipating growth from 85 to 120 employees.

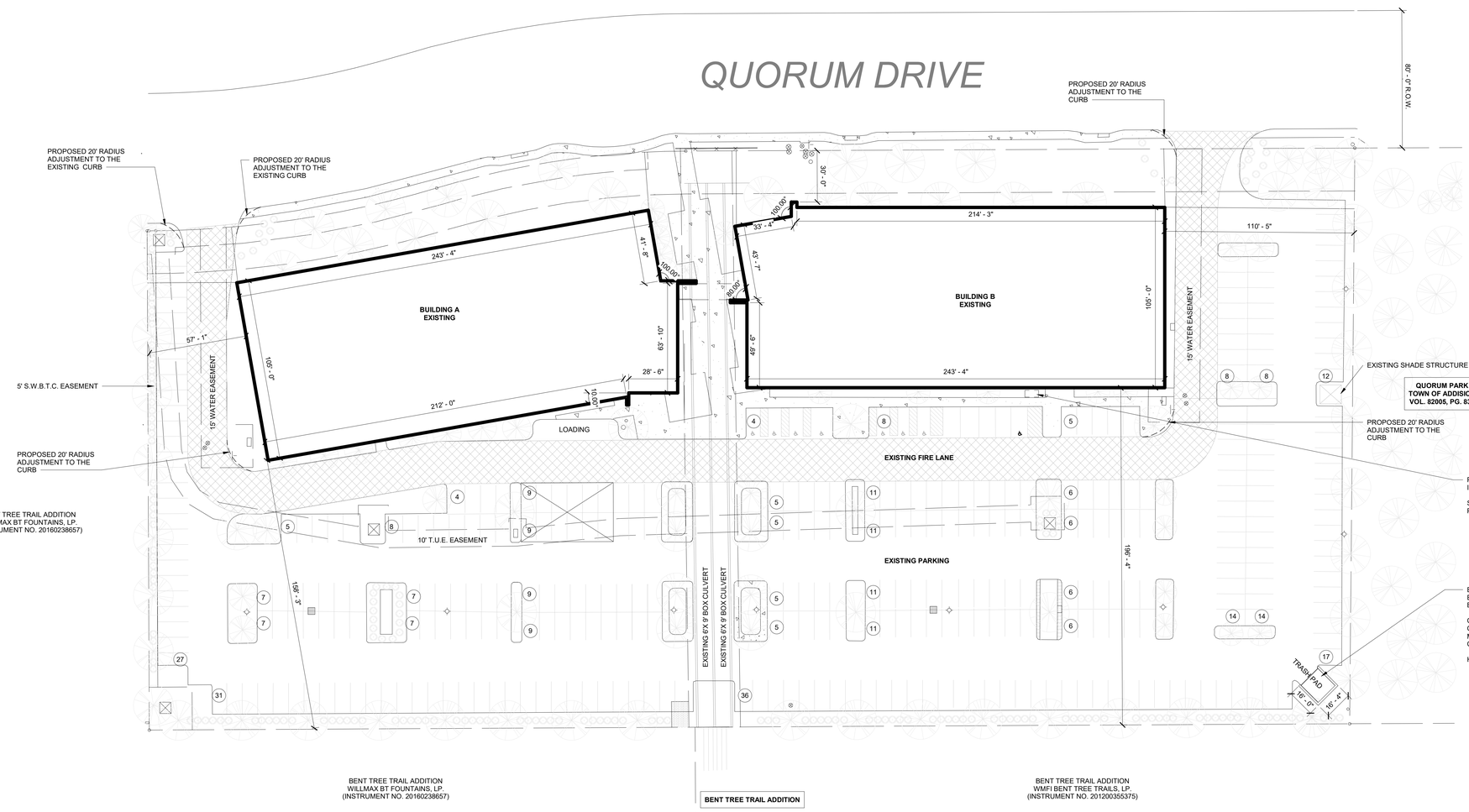
JFS primary use will be office with hours of operation 8:30 am to 8:00 pm on Monday to Wednesday, 8:30 am to 6:00 pm on Thursday, and 8:30 to 5:00 pm on Friday.

Food pantry hours of operation will be Tuesday, Thursday, Friday 9 am to 1 pm and the first and third Mondays from 10 am to 1 pm. Deliveries are made with a single truck on Monday from North Texas Food Bank and Wednesday from retail partners. Restocking is done by volunteers throughout the week. The scheduled 15-minute appointments have an average of seven clients per time slot.

Sincerely,



Deizel Sarte
Chief Operations Officer



LEGEND - SITE PLAN

SYMBOL	DESCRIPTION
	SCOPE OF WORK
	CONCRETE SIDEWALK AND PAVING. REF CIVIL/LANDSCAPE
	EXISTING FIRE LANE.
	EXISTING CONCRETE SIDEWALK AND PAVING.
	PROPERTY LINE
	EASEMENT, BUILDING SETBACK & R.O.W.
	FENCE
0	PARKING SPACE COUNT
	EXISTING EXTERIOR LIGHTING POLE
	EXISTING TREE
	EXISTING SHRUB

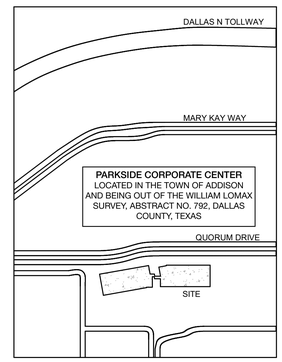
SITE PLAN NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH TOWN REGULATIONS.
- BUILDINGS WITH AN AGGREGATE SUM OF 0 SQUARE FEET OR GREATER ON A LOT SHALL HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED THROUGHOUT ALL STRUCTURES. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE MARSHAL.
- ALL SIGNAGE IS SUBJECT TO TOWN APPROVAL VIA A SIGN PERMIT.
- ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING INSPECTION DIVISION APPROVAL.
- THIS PLAN CONFORMS WITH DESIGN STANDARDS INCLUDED IN THE TOWN OF ADDISON TRANSPORTATION PLAN, WATER SYSTEM REQUIREMENTS, WASTE WATER SYSTEM REQUIREMENTS, AND DRAINAGE CRITERIA MANUAL.

SITE PLAN DATA

EXISTING ZONING:	C-1
FLOOD ZONE:	ZONE 'X'
PROPOSED USE:	OFFICE, MEDICAL OFFICE, GROCERY
LOT AREA:	5.2361 ACRES (228,084 SF)
BUILDING AREA (GROSS SQUARE FOOTAGE):	100,695 SF
BUILDING HEIGHT:	31' / 2 STORIES
LOT COVERAGE:	22.5%
IMPERVIOUS SURFACE:	181,186 SF
TOTAL PARKING REQUIRED (WITH RATIO):	350 SPACES OFFICE (1/300 SF): 78,540 SF /300= 262 SP. MEDICAL (1/200 SF): 13,807 SF /200= 70 SP. RETAIL (1/200 SF): 3,493 SF /200= 18 SF.
TOTAL PARKING PROVIDED:	353 SPACES
TOTAL HANDICAP PARKING PROVIDED:	8 SPACES

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS



VICINITY MAP
N.T.S.

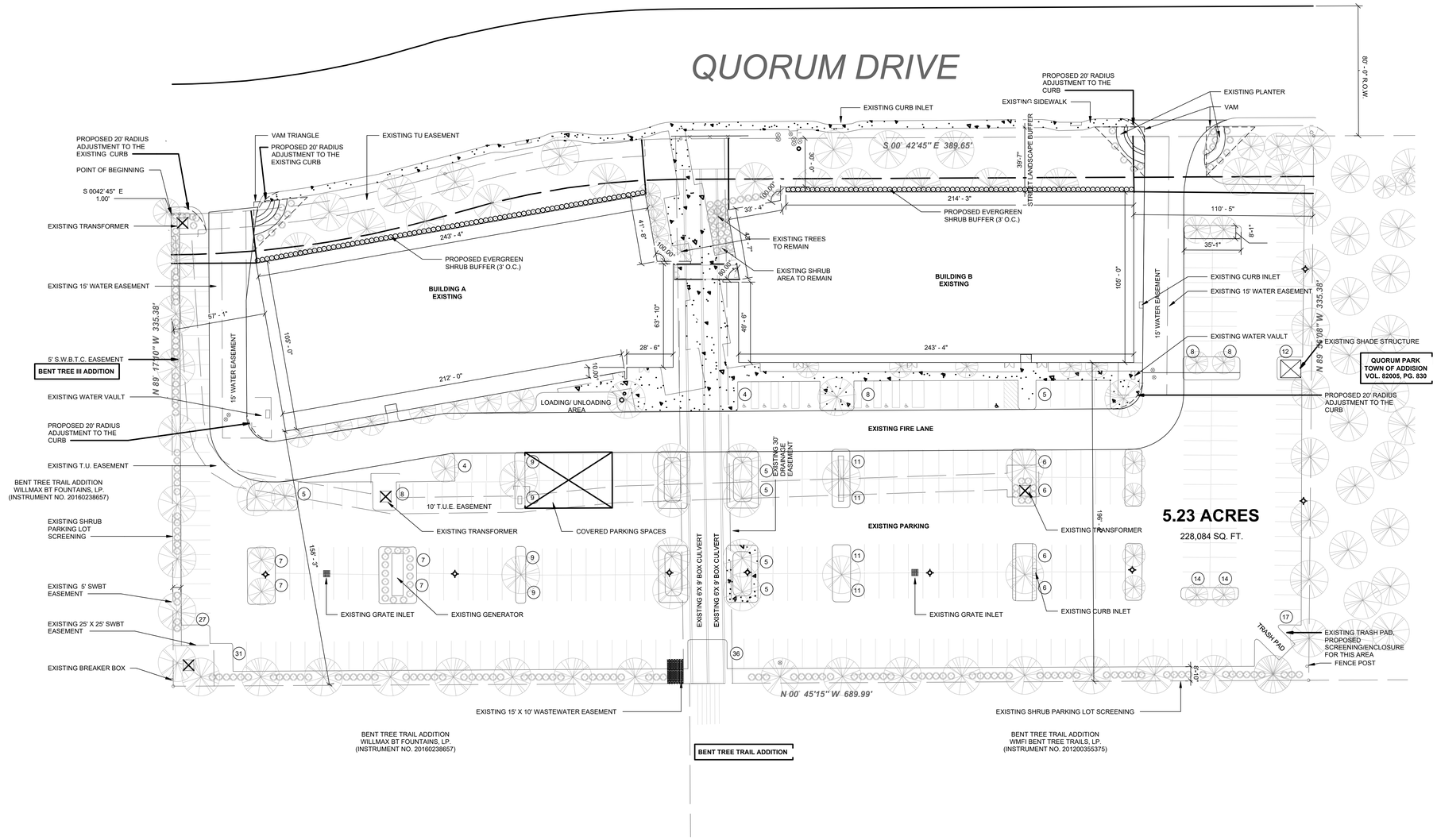
OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: 972.465.9900

SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 16000
PARCEL IDENTIFICATION NUMBER: 10006770000000000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 688

0 7.5 15 30

SITE PLAN

GFFdesign
3030 NOWITZY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500



LEGEND -LANDSCAPE PLAN

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	SCOPE OF WORK		EXISTING TREE
	EXISTING FIRE LANE.		EXISTING SHRUB
	EXISTING CONCRETE SIDEWALK AND PAVING.		EXISTING MEDIUM ROCKS
	PROPERTY LINE		EXISTING SMALL ROCKS
	EASEMENT, BUILDING SETBACK & R.O.W.		EXISTING DIRT
	FENCE		PROPOSED 5-GALLON EVERGREEN SHRUB
0	PARKING SPACE COUNT		
	EXISTING EXTERIOR LIGHTING POLE		

GENERAL NOTES -LANDSCAPE

1. AN IRRIGATION PLAN IS REQUIRED ON CIVIL, AND CONSTRUCTION PLANS AND MUST BE SIGNED AND SEALED BY A LICENSED IRRIGATOR
2. ALL IRRIGATION CONTROLLERS MUST HAVE A RAIN AND FREEZE SENSORS.
3. EXISTING LANDSCAPE / OPEN SPACE -22.7%
   A. TOTAL SITE SF = 228,084 SF
   B. TOTAL EXISTING LANDSCAPE = 51,752 SF
4. PARKING LOT LANDSCAPING -INTERIOR PLANTING -19.8%
   A. TOTAL PARKING LOT SF = 129,770 SF
   B. TOTAL INTERIOR PLANTING TO SITE PERIMETER -25,804 SF

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PHONE: 972.437.9950

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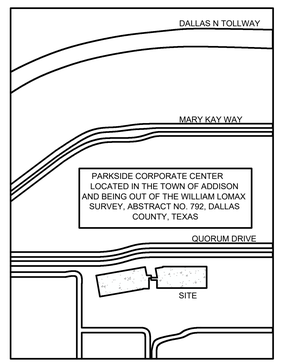


VICINITY MAP
N.T.S.

LandDesign.
5225 ALPHA ROAD
DALLAS, TX 75240
214.783.6009
WWW.LANDDESIGN.COM

KEY MAP

SEAL

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

XXXXX XXXXXXXX	####	6/5/24
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

JEWISH FAMILY SERVICES

PAR CAPITAL PARKSIDE LLC

ADDISON, TX

LANDDESIGN PROJ #
8524042

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

SCALE — NORTH

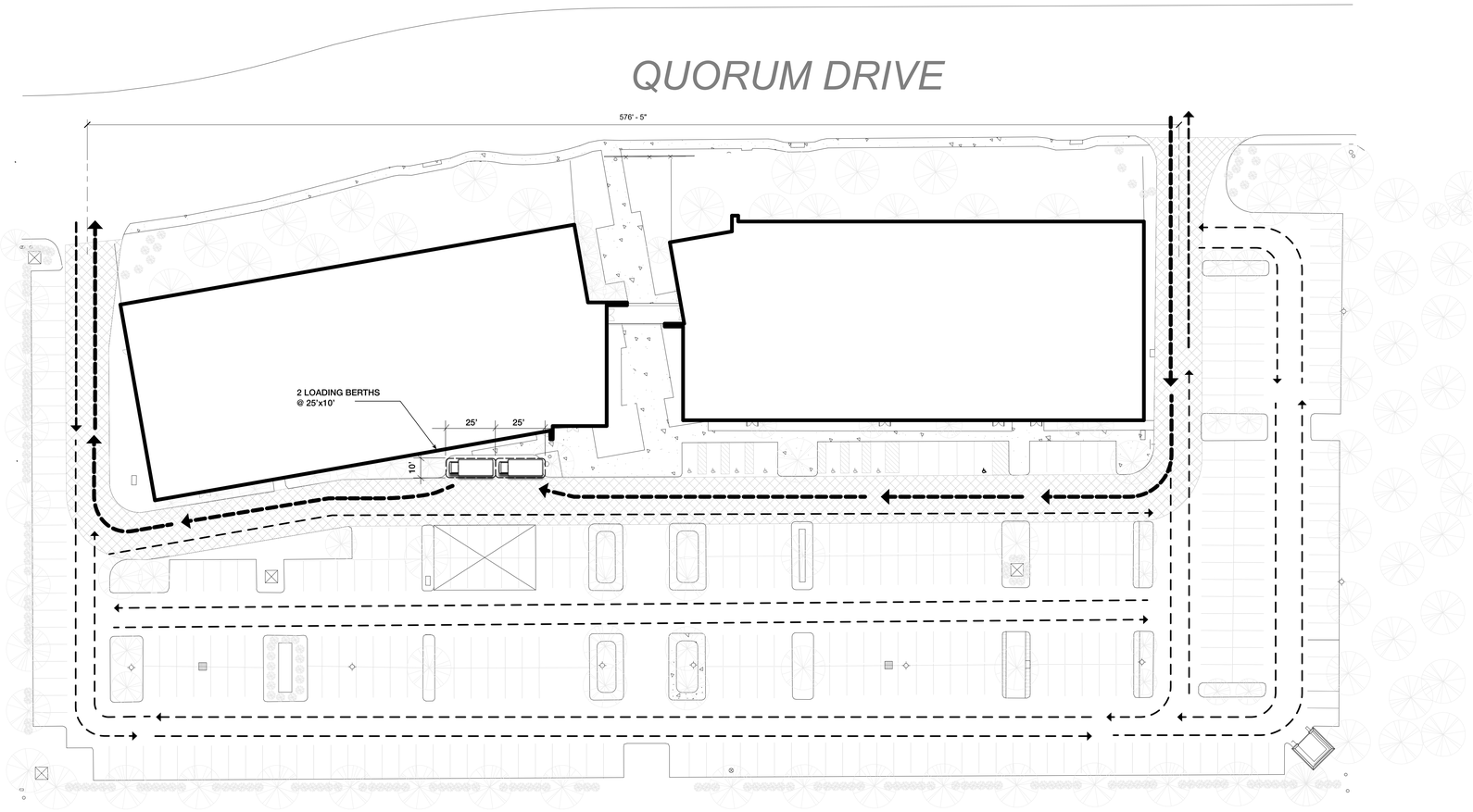
VERT: ####
HORZ: 1" = 30'
0 15 30 60

SHEET TITLE

PLANTING PLAN

SHEET NUMBER

L1-01



NOTE: ALL DRIVEWAYS, FIRE LANE, LOADING ZONES ARE EXISTING. INTENDED USE IS OFFICE WITH SIMILAR TRAFFIC PATTERNS TO EXISTING.

BENT TREE TRAIL ADDITION

LEGEND - SITE PLAN

SYMBOL	DESCRIPTION
	SCOPE OF WORK
	CONCRETE SIDEWALK AND PAVING. REF CIVIL/LANDSCAPE
	EXISTING FIRE LANE.
	EXISTING CONCRETE SIDEWALK AND PAVING.
	PROPERTY LINE
	EASEMENT, BUILDING SETBACK & R.O.W.
	FENCE
0	PARKING SPACE COUNT
	EXISTING EXTERIOR LIGHTING POLE
	EXISTING TREE
	EXISTING SHRUB
	DELIVERY ROUTE/FLOW
	VEHICULAR ROUTE/FLOW

NOTES

- THE LOADING ZONE IS INTENDED TO SERVE BOTH BUILDING A & B INCLUDING THE FOOD PANTRY

GFFdesign
3030 NOWITZY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

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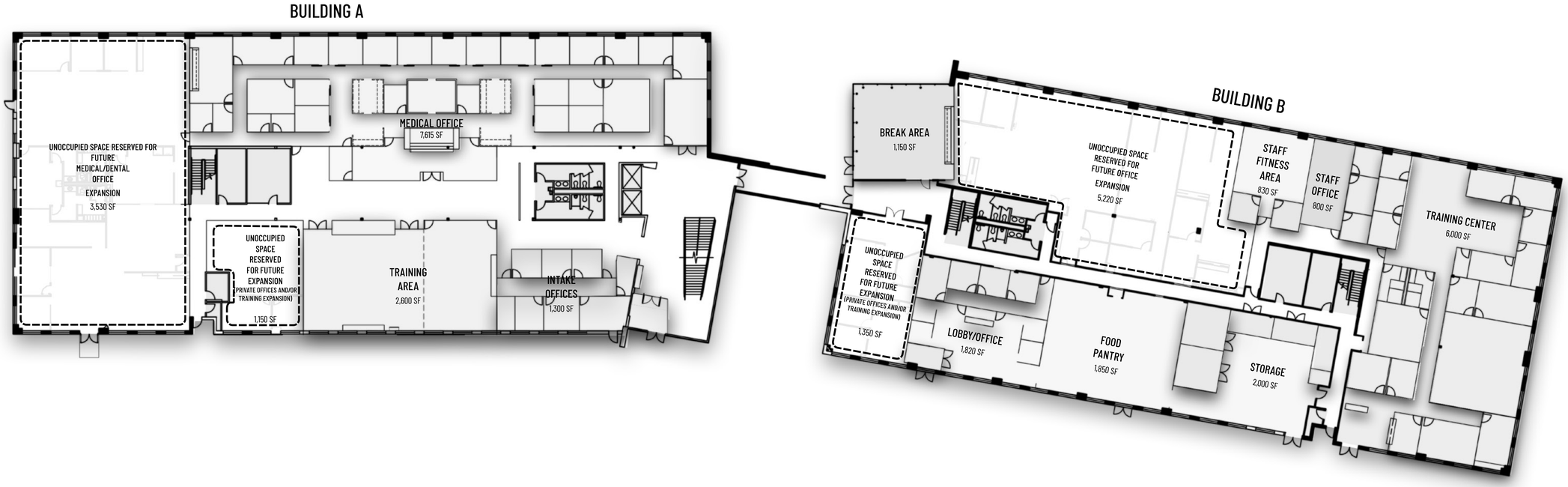
0 7.5 15 30

VEHICULAR CIRCULATION PLAN



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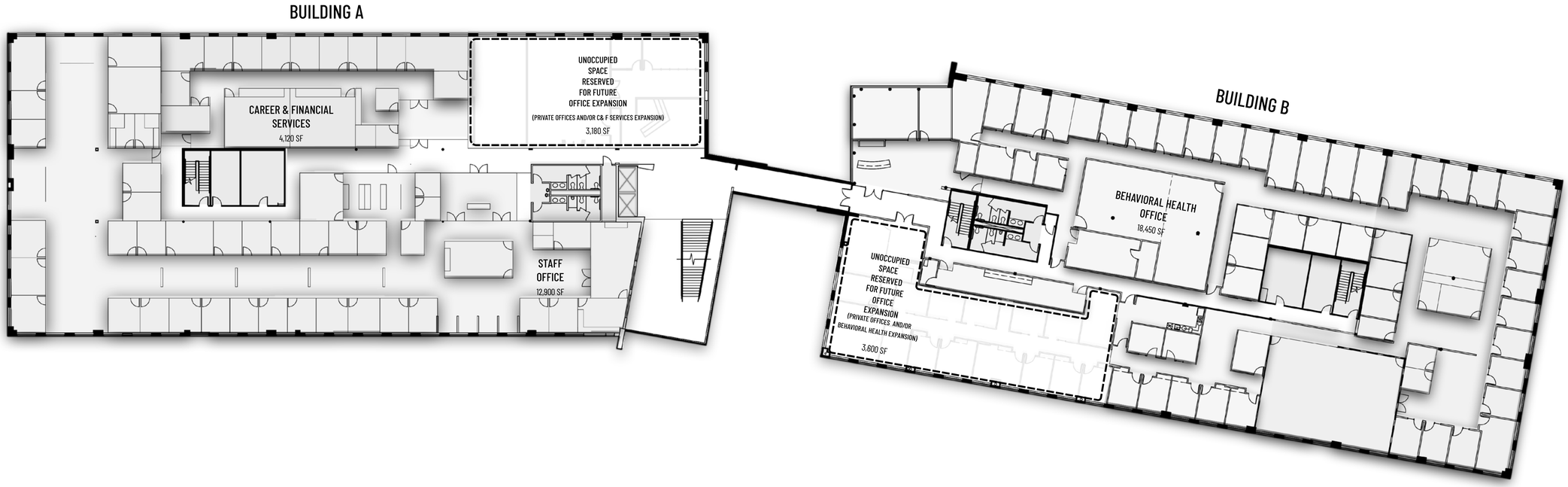
0 4 8 16'

OVERALL FLOORPLAN - LEVEL 1



GFFdesign

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ZONE CODE: 688

0 4 8 16'

OVERALL FLOORPLAN - LEVEL 2

NOTES

PRIVATE / STAFF

PUBLIC / CLIENT-ORIENTED

BUILDING A

UNOCCUPIED SPACE RESERVED FOR FUTURE MEDICAL/DENTAL OFFICE EXPANSION
3,530 SF

MEDICAL OFFICE
7,615 SF
INCLUDES: 12 EXAM ROOMS

ELECTRICAL

MECHANICAL

UNOCCUPIED SPACE RESERVED FOR FUTURE EXPANSION (PRIVATE OFFICES AND/OR TRAINING EXPANSION)
1,150 SF

ELEC.

TRAINING AREA
2,600 SF
INCLUDES: 2 TRAINING ROOMS

INTAKE OFFICES
1,300 SF
INCLUDES: 4 CLIENT INTAKE OFFICES

BUILDING B

BREAK AREA
1,150 SF

UNOCCUPIED SPACE RESERVED FOR FUTURE OFFICE EXPANSION
5,220 SF

STAFF FITNESS AREA
830 SF

STAFF OFFICE
800 SF
INCLUDES: 3 STAFF OFFICES WITH WORKSTATIONS

TRAINING CENTER
6,000 SF
INCLUDES:
- 1 LARGE GROUP ROOMS
- 6 SMALL MEETING ROOMS

MECHANICAL

ELECTRICAL

UNOCCUPIED SPACE RESERVED FOR FUTURE EXPANSION (PRIVATE OFFICES AND/OR TRAINING EXPANSION)
1,350 SF

OFFICE
700 SF

LOBBY
1,120 SF

FOOD PANTRY
1,850 SF

STORAGE
2,000 SF

ELECTRICAL

GFFdesign
3030 NOWITZY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

OWNER: PAR CAPITAL PARKSIDE LLC
APPLICANT: JEWISH FAMILY SERVICES OF GREATER DALLAS
ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: 972.465.9900

SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 16000
PARCEL IDENTIFICATION NUMBER: 10006770000000000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 688

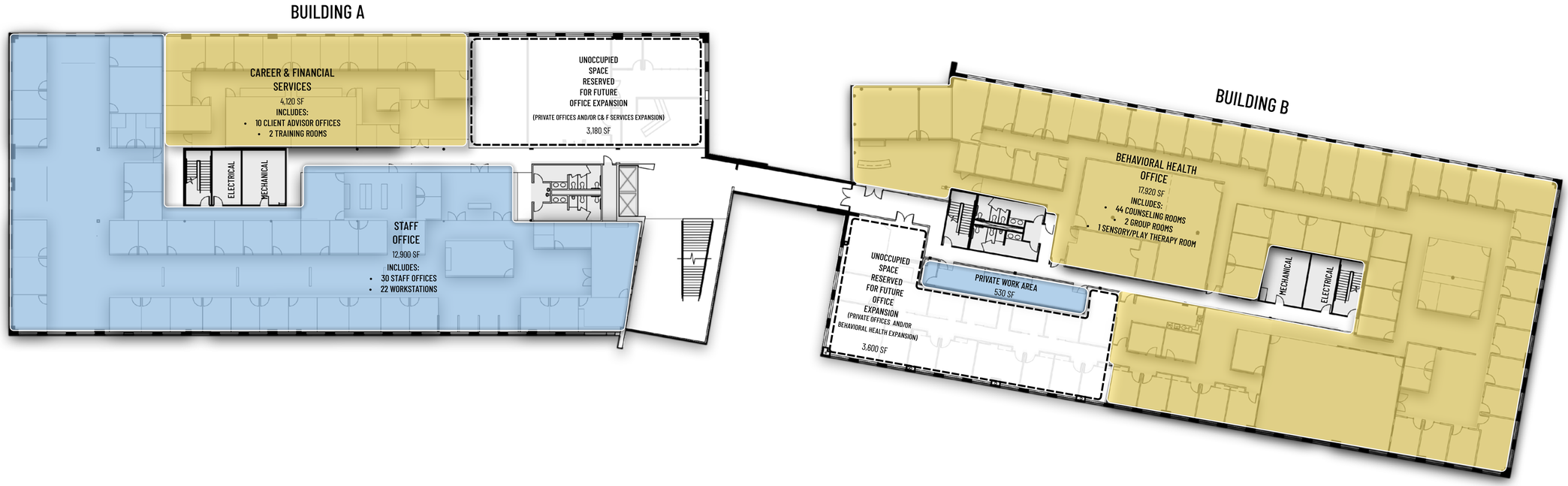
0 4 8 16

OVERALL FLOORPLAN - LEVEL 1

NOTES

PRIVATE / STAFF

PUBLIC / CLIENT-ORIENTED



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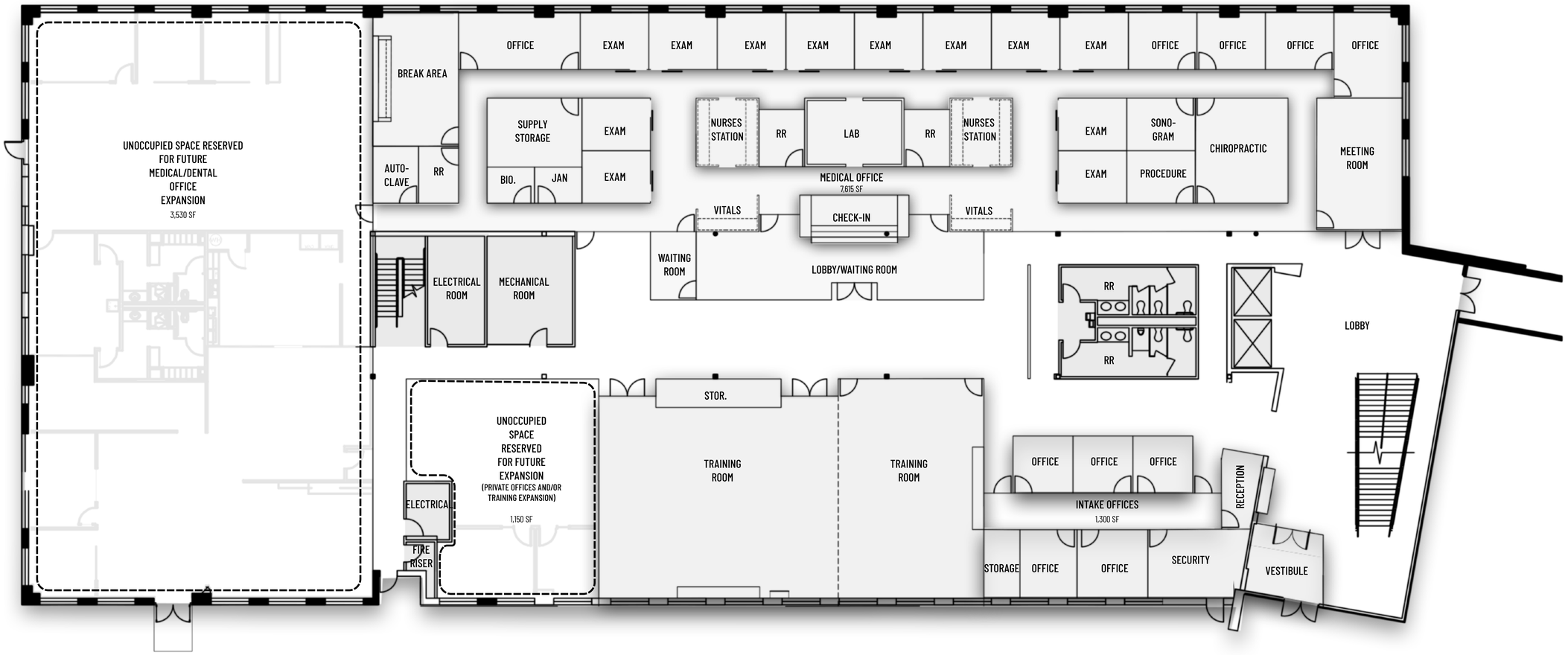
0 4 8 16'

OVERALL FLOORPLAN - LEVEL 2



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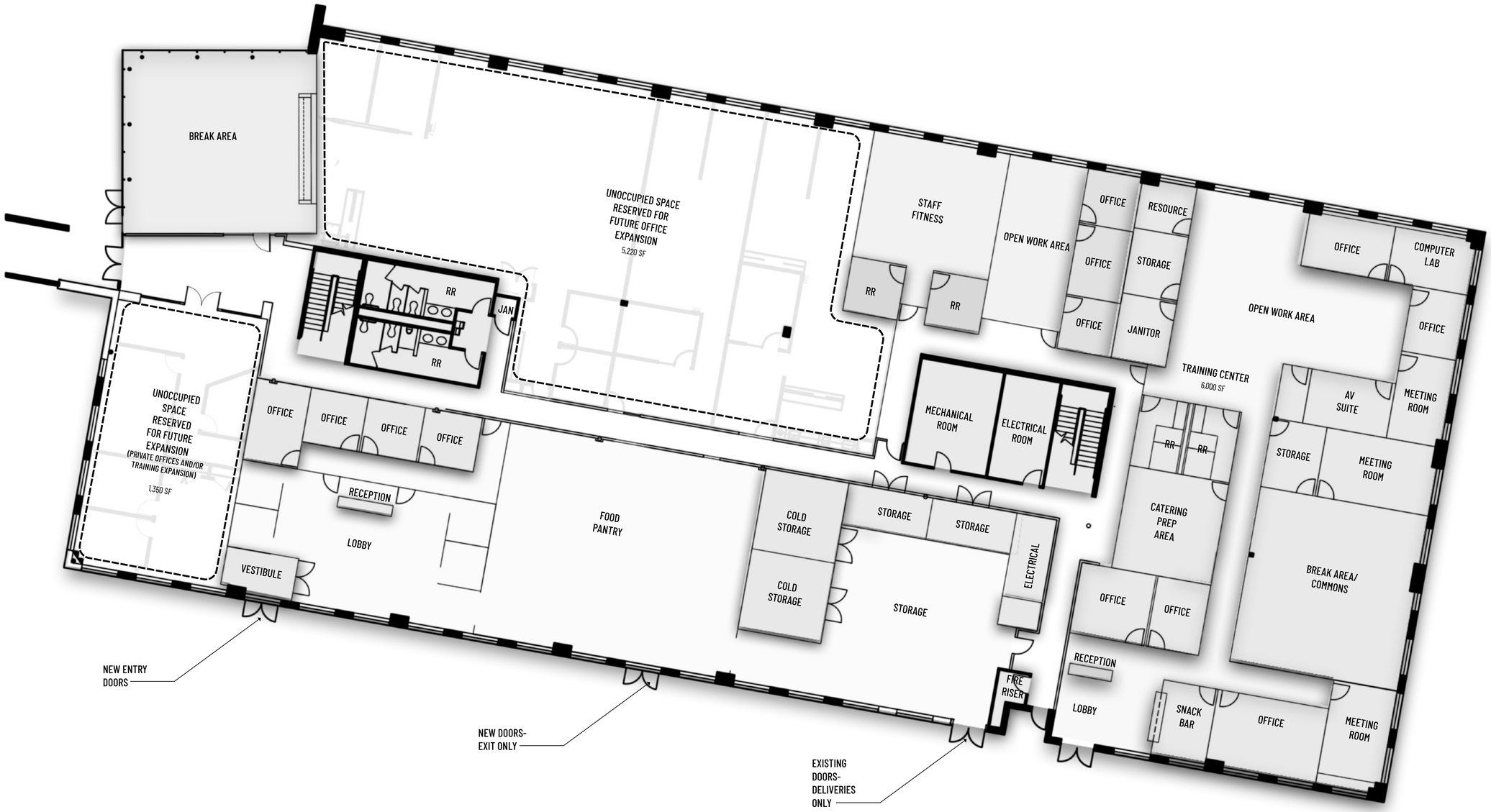
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 688

0 2 4 8

LEVEL 01 - FLOOR PLAN - BUILDING A

NOTES

- BUILDING A LEVEL 2 WARMING PANTRY: INTENDED AS A STAGING AREA FOR CATERED MEALS TO BE SERVED IN THE ADJACENT CONFERENCE ROOM
- BUILDING B LEVEL 1 CATERING PREP AREA: INTENDED TO PREPARE MEALS FOR UP TO 50 FOR DAILY LUNCHES
- CLIENTS SERVED IN THE TRAINING CENTER HAVE LIMITED ACCESS TO THE REMAINDER OF THE FACILITY FOR PRIVACY AND SECURITY
- BUILDING B LEVEL 1 SNACK BAR AREA: INTENDED TO PROVIDE PRE-PACKAGED SNACKS TO VISITORS OF THE TRAINING AREA



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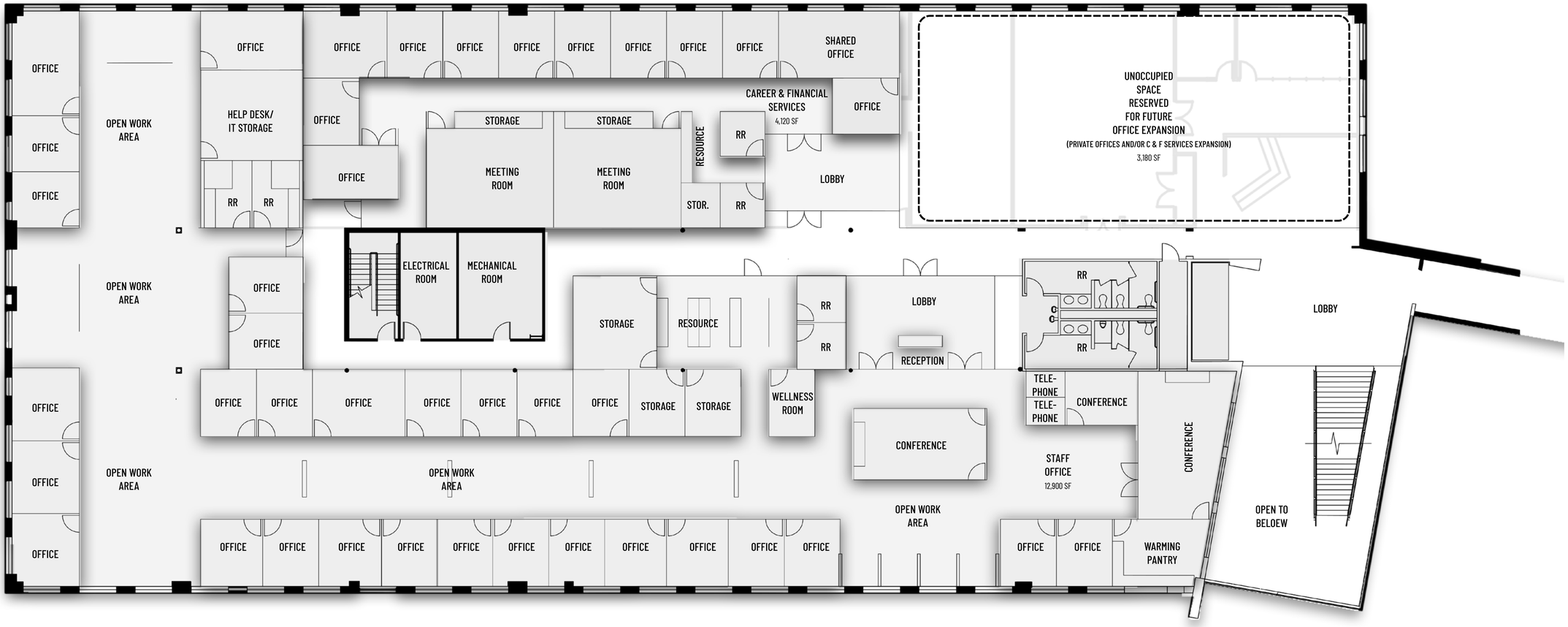
ZONE CODE: 688

0 2 4 8'

LEVEL 01 - FLOOR PLAN - BUILDING B

NOTES

- BUILDING A LEVEL 2 WARMING PANTRY: INTENDED AS A STAGING AREA FOR CATERED MEALS TO BE SERVED IN THE ADJACENT CONFERENCE ROOM
- BUILDING B LEVEL 1 CATERING PREP AREA: INTENDED TO PREPARE MEALS FOR UP TO 50 FOR DAILY LUNCHES



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ZONE CODE: 688

0 2 4 8'

LEVEL 02 - FLOOR PLAN - BUILDING A



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3030 NOWITZY WAY, STE 400
DALLAS, TEXAS 75219
PHONE: 214.303.1500

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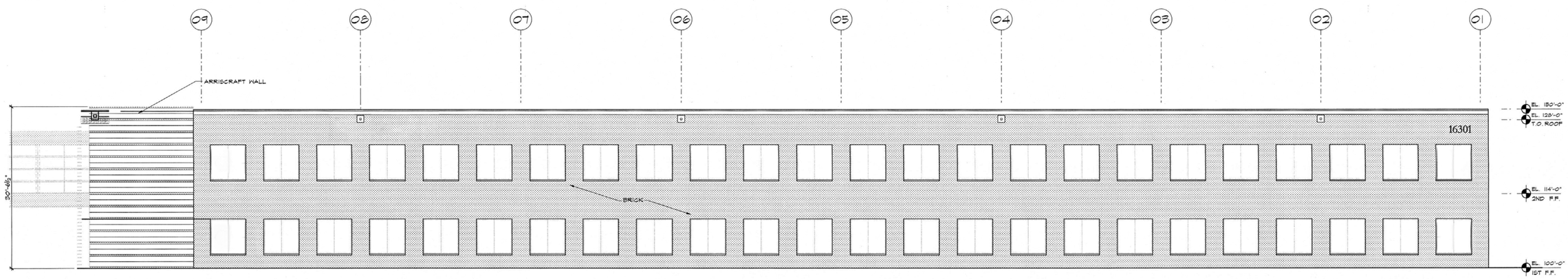
ZONE CLASS: C-1
ZONE CODE: 688

0 2 4 8'

LEVEL 02 - FLOOR PLAN - BUILDING B

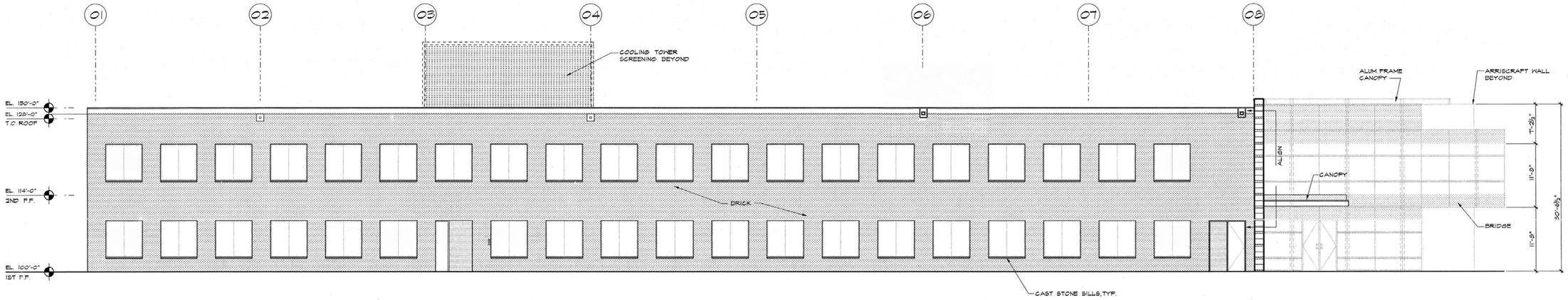


01 QUORUM DRIVE ELEVATION

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

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
STONE	609	7%
BRICK	5,166	63%
TOTAL MASONRY	5,775	70%
GLAZING	2,454	30%
TOTAL	**8,229**	**100%**

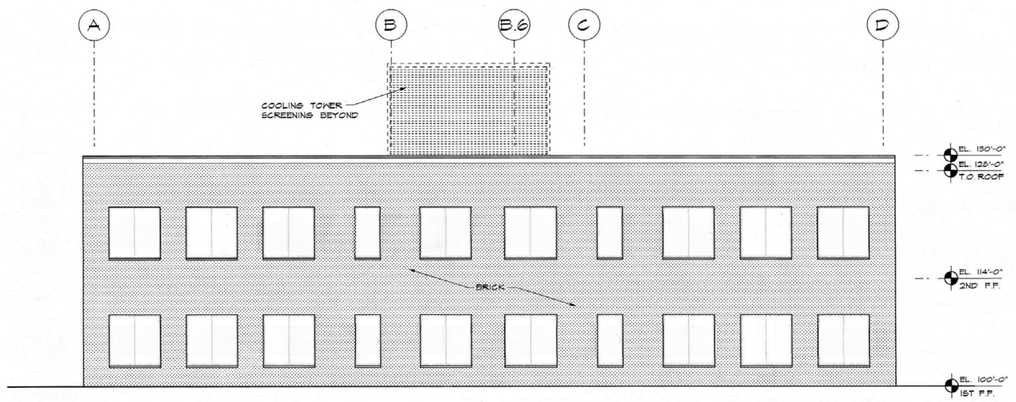


02 PARKING LOT ELEVATION

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

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
STONE	222	3%
BRICK	4,626	59%
TOTAL MASONRY	4,848	62%
GLAZING	2,949	38%
TOTAL	**7,797**	**100%**

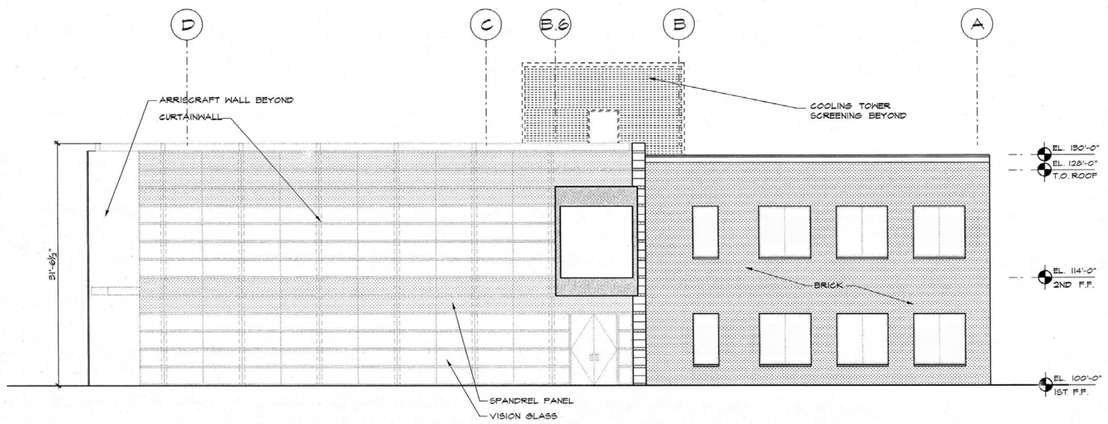


03 NORTH ELEVATION

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

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
BRICK	2,364	74%
GLAZING	836	26%
TOTAL	**3,200**	**100%**



04 SOUTH ELEVATION

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

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
STONE	43	1%
BRICK	1,239	35%
TOTAL MASONRY	1,282	37%
GLAZING	2,223	63%
TOTAL	**3,505**	**100%**

FACADE PLAN NOTES

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- ROOF ACCESS SHALL BE PROVIDED INTERNALLY, UNLESS OTHERWISE PERMITTED BY THE CHIEF BUILDING OFFICIAL

NOTES

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- THE ONLY PROPOSED FACADE MODIFICATIONS INCLUDE A NEW SET OF DOORS ON THE NORTH AND WEST FACADE OF BUILDING B

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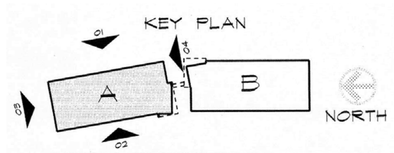

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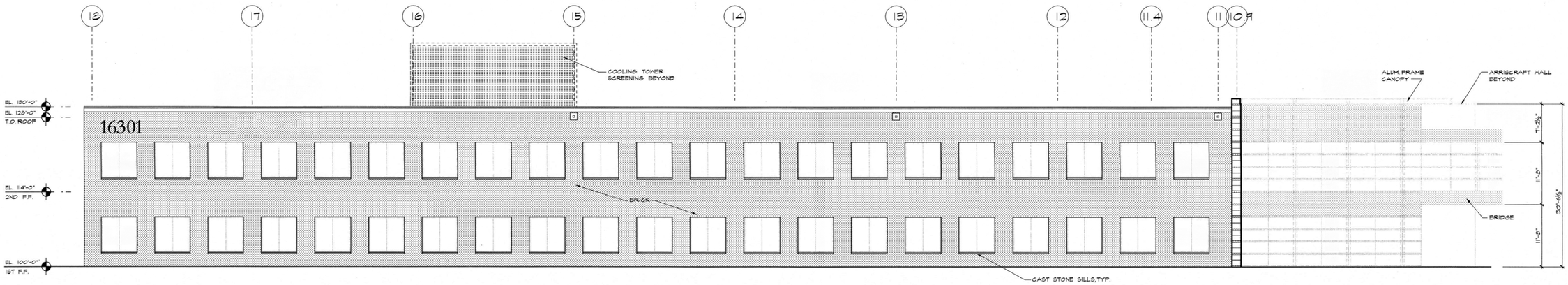
PARCEL IDENTIFICATION NUMBER: 10006770000000000
TOWN PROJECT NUMBER: 1918-SUP
PREPARATION DATE: JUNE 27, 2024
ZONE CLASS: C-1
ZONE CODE: 688

0 4 8 16

ELEVATION- BUILDING A

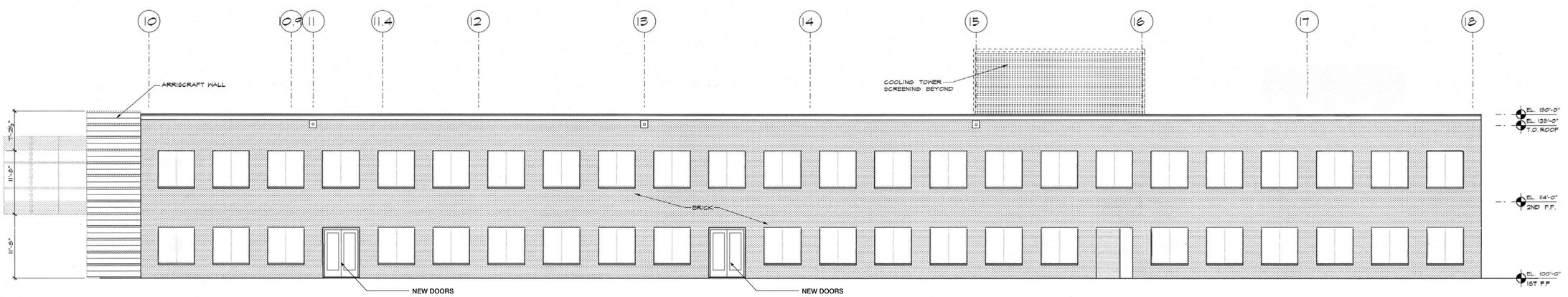


01 QUORUM DRIVE ELEVATION

SCALE: ⅛" = 1'-0"

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
STONE	*224*	*3%*
BRICK	*4,510*	*57%*
TOTAL MASONRY	4,734	60%
GLAZING	3,219	40%
TOTAL	**7,953**	**100%**

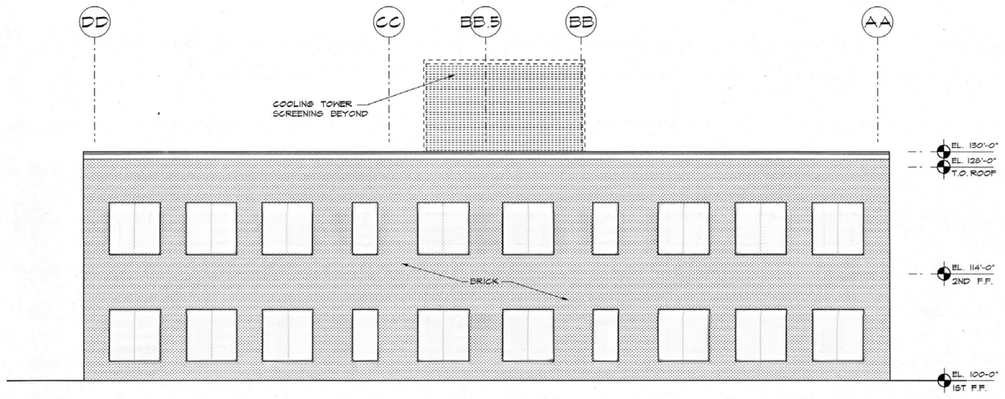


02 PARKING LOT ELEVATION

SCALE: ⅛" = 1'-0"

NOTE: EXISTING FACADE TO REMAIN, WITH THE ADDITION OF NEW DOORS IN THE EXISTING OPENING

MATERIALS	SF	%
STONE	*302*	*4%*
BRICK	*5,142*	*66%*
TOTAL MASONRY	5,444	70%
GLAZING	2,384	30%
TOTAL	**7,828**	**100%**

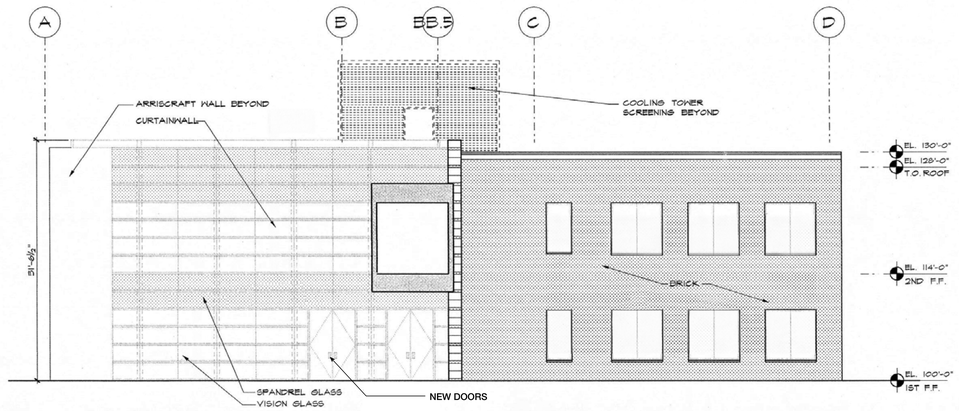


03 SOUTH ELEVATION

SCALE: ⅛" = 1'-0"

NOTE: EXISTING FACADE TO REMAIN UNALTERED

MATERIALS	SF	%
BRICK	*2,330*	*74%*
GLAZING	827	26%
TOTAL	**3,157**	**100%**



04 NORTH ELEVATION

SCALE: ⅛" = 1'-0"

NOTE: EXISTING FACADE TO REMAIN WITH THE ADDITION OF DOORS IN THE EXISTING CURTAIN WALL

MATERIALS	SF	%
STONE	*46*	*2%*
BRICK	*1,418*	*47%*
TOTAL MASONRY	1,464	48%
GLAZING	1,567	52%
TOTAL	**3,031**	**100%**

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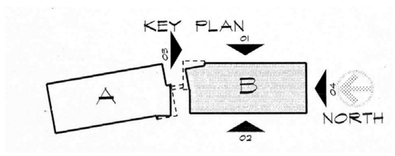

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R CAPITAL PARKSIDE LLC
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ADDRESS: 2201 W ROYAL LN SUITE 165, IRVING, TX 75063
E-MAIL: JERRY@PARDFW.COM
PHONE: ~~972.465.9906~~

SUBDIVISION: PARKSIDE CORPORATE CENTER
BLOCK NUMBER: 16000
PARCEL IDENTIFICATION NUMBER: 10006770000000000
TOWN PROJECT NUMBER:
PREPARATION DATE: MAY 17, 2024
ZONE CLASS: C-1
ZONE CODE: 688

0 2 4 8'

ELEVATION - BUILDING B


Play Therapy



MARY KAY

Mary Kay Inc. Global Headquarters
16251 Dallas Pkwy. | Addison, Texas 75001 | [redacted]

June 12, 2024

Lesley Nyp, Planning and Development Manager
Addison Planning and Zoning Commission
5300 Belt Line Rd.
Dallas, TX 75254

Dear Lesley Nyp,

At Mary Kay, we are committed to empowering others, not only through our products, but also by supporting organizations that serve our community. Mary Kay is proud to have called Addison home for many years, and we express our support for the special use permit sought by Jewish Family Service to be located across the street from our headquarters.

Our organization appreciates Jewish Family Service's record of supporting survivors of domestic violence through compassionate counseling and other wraparound services. This is an issue in which Mary Kay is particularly invested through the Mary Kay Ash Foundation. We understand the importance of the services provided by the agency, as well as their work in offering essential services to all in need.

Therefore, we advocate for the approval of the special use permit, confident that it will enable Jewish Family Service to expand its reach and deepen its impact across the community.

Sincerely,

Allison E. Levy
Chief Legal Officer and Corporate Secretary
Mary Kay Inc.

Cc: Chair Denise Fansler

METROCREST
CHAMBER OF COMMERCE
ADDISON • CARROLLTON • FARMERS BRANCH

July 15, 2024

Planning & Zoning Commission
Town of Addison
Addison, TX

Dear Commissioners,

On behalf of the Metrocrest Chamber of Commerce, I am writing to express our strong support for the Special Use Permit request by Jewish Family Service of Greater Dallas (JFS) for the property located at 16301 Quorum Drive, known as Parkside Corporate Center. As a nonsectarian nonprofit organization dedicated to providing comprehensive health services addressing physical, emotional, nutritional, and financial well-being, JFS has been an invaluable asset to the Greater Dallas community since 1950.

Jewish Family Service's mission and vision align seamlessly with the values and goals of our business community. Their proposed move to Parkside Corporate Center, without any significant revisions to the building's exterior, driveways, or landscaping, represents an opportunity to enhance the vibrancy and support network within the Town of Addison.

The expanded services offered by JFS will be particularly beneficial to the business community in several ways:

1. **Supporting Employee Well-being**: The comprehensive health services provided by JFS, including medical care, mental health counseling, nutritional assistance, and financial coaching, will offer crucial support to employees and families of many who work in Addison. These services can improve employee well-being, reduce absenteeism, and enhance productivity.
2. **Community Enhancement**: By welcoming all individuals regardless of age, race, religion, or ability to pay, JFS contributes to a more inclusive and supportive community. Their presence in Addison will bolster community resources, making it an even more attractive location for businesses and families alike.
3. **Partnerships and Collaboration**: As a community partner of United Way of Metropolitan Dallas and the North Texas Food Bank, JFS has demonstrated a robust ability to collaborate and create impactful partnerships. Their relocation to Addison will facilitate further collaboration opportunities with local businesses, fostering a spirit of cooperation and mutual benefit.
4. **Low Impact, High Benefit**: JFS's operations, predominantly by advanced appointment only, ensure low volume traffic generation. Their office hours from 8:30 am to 8:00 pm on Monday to Wednesday, 8:30 am to 6:00 pm on Thursday,

and 8:30 am to 5:00 pm on Friday, align well with typical business hours, minimizing any potential disruptions.

The support from Mary Kay, a prominent business in our community, underscores the positive impact JFS will have on the area. Their shared commitment to supporting survivors of domestic violence and providing essential services further emphasizes the alignment of values and the potential for collaborative community enhancement.

In conclusion, the Metrocrest Chamber of Commerce wholeheartedly supports Jewish Family Service's request for a Special Use Permit for 16301 Quorum Drive. We are confident that their presence will not only enhance the quality of life for residents but also provide substantial benefits to our local businesses and workforce. We advocate for the approval of this permit, recognizing the significant, positive impact JFS will bring to the Town of Addison.

Sincerely,



Michael Gallops | President/CEO
Metrocrest Chamber of Commerce
13612 Midway Rd, Suite 603 | Farmers Branch,Texas 75244
[redacted]
ADDISON | CARROLLTON | FARMERS BRANCH
Building Business. Breaking Boundaries.

City Council (FY24) **6. a.**

Meeting Date: 08/13/2024

Department: Finance

Key Focus Areas: Financial Health and Organizational Excellence

---

AGENDA CAPTION:

Present, discuss and consider action on a Resolution approving a Primary Depository Services Agreement with PlainsCapital Bank.

BACKGROUND:

Chapter 105 of the Texas Local Government Code requires that the Town competitively solicit financial institutions to provide Primary Depository Services at least every five (5) years. The Town's current five-year Depository Contract terminates on September 30, 2024.

The Town, with the assistance of Valley View Consulting, LLC, conducted the required solicitation and received four applications to provide primary depository services for the Town. After a detailed review and analysis of the applications, it was determined that PlainsCapital Bank provided the most advantageous application to serve as the Town's Primary Depository Services provider.

The potential impact of the award will be an overall net income to the Town of $514,846 over the initial two-year term of the contract and $1,264,121 over the full five-year term if the extensions are approved.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - RFA Banking Recap

Resolution - Depository Services

Depository RFA Project Recap

Banking RFA Project Recap for



Presented by Tim Pinon

Valley View Consulting, L.L.C.

Objective

- Select a primary depository financial institution
- Initial agreement begins October 1, 2024
- Contract ends September 30, 2026
- Town may extend contract three additional one-year periods through September 30, 2029

Valley View Consulting, L.L.C.

Governing Codes

- Chapter 105 Municipal Depository Act
- Chapter 176 Conflict of Interest Act
- Chapter 2256 Public Funds Investment Act
- Chapter 2257 Public Funds Collateral Act

Valley View Consulting, L.L.C.

Project Steps

1. Analyzed historical bank service usage and balances
2. Reviewed the required banking services and potential additional services
3. In order to enhance the competitiveness of the solicitation, as permitted by Chapter 105, the Council exercised the policy on file to expand the eligibility area to banks with locations within five miles of City Hall.
   This increased the eligible banks from 6 banks to 47.
4. Successfully established contacts for 17 financial institutions
5. Drafted RFA for the Town

Valley View Consulting, L.L.C.

Project Steps Continued

6. Advertised as required
7. RFA Posted on the Town's website and sent email to all eligible banks to notify them of the RFA.
8. Held a non-mandatory pre-application video conference

Valley View Consulting, L.L.C.

Pre-Application Call Attended by:

1. Bank of Texas
2. Frost Bank (Incumbent)
3. Guaranty Bank & Trust
4. Inwood National Bank
5. JPMorgan Chase Bank, N.A.
6. PlainsCapital Bank
7. Veritex Community Bank

Valley View Consulting, L.L.C.

Proposals Received

1. Frost Bank (Incumbent)
2. Inwood National Bank
3. PlainsCapital Bank
4. Texas Regional Bank

Valley View Consulting, L.L.C.

Evaluation Criteria

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers and incentives;
5. Interest paid on interest bearing accounts and deposits;
6. Earnings credit calculation on compensating balances;
7. Previous service relationship with the Town;
8. Completeness of application and agreement to points outlined in the RFA;
9. Qualifying location of applicant and convenience of location(s);
10. Financial strength and stability of the institution.

Financial Analysis for First Two Years

Summary Financial Comparison				
	Frost (Incumbent)	**Inwood**	**PlainsCapital**	**Texas Regional**
Average Bank Balance	$5,445,000	$5,445,000	$5,445,000	$5,445,000
Fees for Two Year Term	($97,078)	($6,120)	($46,882)	($41,665)
Earnings Credit Rate	3.76%	0.27%	5.25%	2.50%
Earnings Credit for 2 Years	97,078	6,120	46,882	41,665
Interest Rate Offered	0.08%	5.25%	5.15%	4.38%
Basis for Interest Rate	Bank determined	Indexed, Upper limit of Fed Funds Target - 0.25	Lower End of the Fed Fund Target Rate less 10 basis points.	5.30% first 6 months, then 13 week T-Bill with a ceiling of 4.375%
Two Year Investment Income	11,730	452,725	514,846	424,852
Net Two Year Income	**$11,730**	**$452,725**	**$514,846**	**$424,852**

Valley View Consulting, L.L.C.

Financial Analysis for Full Five Years

Summary Financial Comparison				
	Frost (Incumbent)	**Inwood**	**PlainsCapital**	**Texas Regional**
Average Bank Balance	$5,445,000	$5,445,000	$5,445,000	$5,445,000
Fees for Five Year Term	($255,933)	($15,300)	($140,645)	($104,164)
Earnings Credit for Five Year Term	255,933	15,300	140,645	104,164
Five Year Investment Income	29,043	1,131,813	1,264,121	1,008,807
Net Five Year Income	**$29,043**	**$1,131,813**	**$1,264,121**	**$1,008,807**

Valley View Consulting, L.L.C.

Bank Interviews and Demonstrations

- Invited Inwood National Bank and PlainsCapital Bank
  - Interview
  - Demonstration of online portal
- Service Offerings Difference
  - PlainsCapital Bank offers two services not offered by Inwood National Bank:
    - Electronic Lockbox
    - Integrated Disbursement Services

Recommendation

- Based on:
  - The financial analysis
  - The demonstration of online services
  - Access to Electronic Lockbox and Integrated Disbursement Services

- Staff is recommending the Council award the depository contract to PlainsCapital Bank
- Valley View Consulting concurs with the staff recommendation

Valley View Consulting, L.L.C.

Valley View Consulting Banking Team

- Tim Pinon
  - tdpinon@valleyviewconsultingllc.com
- Orlando Saenz
  - oasaenz@valleyviewconsultingllc.com

Valley View Consulting, L.L.C.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF ADDISON, APPROVING AWARDING A PRIMARY DEPOSITORY SERVICES CONTRACT TO PLAINSCAPITAL BANK; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE ALL AGREEMENTS NECESSARY TO IMPLEMENT THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Addison is required by Chapter 105 of the Texas Local Government Code to select a primary depository for the Town's funds, and

WHEREAS, the Town of Addison has solicited for applications from eligible financial institutions to serve as the Town's primary Depository, and

WHEREAS, the Town of Addison has determined that PlainsCapital Bank has provided the most advantageous terms to the Town,

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

SECTION 1. The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

SECTION 2. The City Council hereby awards the Town's primary depository contract to PlainsCapital Bank for an initial two-year term effective October 1, 2024, with the option to extend for up to three (3) additional one-year periods.

SECTION 3. The City Manager, or designee, is hereby authorized to execute all necessary agreements to establish the depository relationship together with all documents necessary to extend the term thereof for such renewal terms as the City Manager determines is in the best interest of the Town.

SECTION 4. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality.

SECTION 5. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on **this *13th* day of *AUGUST* 2024.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO LEGAL FORM:

_____
Whitt L. Wyatt, City Attorney

Valley View Consulting, L.L.C.

July 26, 2024

Mr. Steven Glickman
Chief Financial Officer
Town of Addison
5350 Belt Line Road
Dallas, Texas 75254

Dear Mr. Glickman:

Thank you for the opportunity to assist the Town of Addison (the "Town") with this Depository Services Request for Applications (the "RFA") project. The objective of this engagement was to select a primary depository bank following the expiration of the current contract which ends September 30, 2024. This agreement, when approved, will commence on October 1, 2024, and terminate on September 30, 2026. Upon the option of the Town, the contract may be extended for three (3) additional one (1) year periods under the same terms and conditions.

Procedure

The project began with the establishment of a calendar of events to ensure that the required project steps were performed in a timely and sequential manner.

The process for selecting a Primary Depository is governed by the State of Texas Local Government Codes: Chapter 105 Municipal Depository Act; Chapter 176 Conflict of Interest Act; Chapter 2256 Public Funds Investment Act; and Chapter 2257 Public Funds Collateral Act.

In order to enhance the competitiveness of the solicitation, as permitted by Chapter 105, the Town Council exercised the policy on file to expanded the eligibility area to banks with locations outside of the municipal boundaries of the Town.

In addition to complying with these State statutory requirements, it was necessary to understand and comply with the Town's financial, purchasing, and investment policies.

The RFA project was conducted as follows:

1. Analyzed historical bank service usage and balance records.
2. Reviewed the minimum banking services and potential additional services.
3. Developed a list of eligible financial institutions within the expanded solicitation area:

    a. Amegy Bank of Texas
    b. American National Bank & Trust
    c. Bank of America

2428 Carters Mill Road, Huddleston, VA 24104-4003
540.297.3419

d. Bank of Texas
e. Cadence Bank
f. Capital One Bank
g. Frost Bank (Incumbent)
h. Guaranty Bank & Trust
i. Inwood National Bank
j. JPMorgan Chase Bank, N.A.
k. Origin Bank
l. PlainsCapital Bank
m. Simmons Bank
n. Texas Republic Bank
o. Truist Bank
p. Veritex Community Bank
q. Wells Fargo Bank, N.A.

4. Contacted the financial institutions to confirm distribution information, describe the process, and identify the designated recipient.
5. Drafted the RFA for Town review and approval.
6. Posted the notice and advertised the RFA.
7. Distributed RFAs to the identified and receptive financial institutions.
8. Held a non-mandatory pre-application conference that was attended by representatives of:

    a. Bank of Texas
    b. Frost Bank (Incumbent)
    c. Guaranty Bank & Trust
    d. Inwood National Bank
    e. JPMorgan Chase Bank, N.A.
    f. PlainsCapital Bank
    g. Veritex Community Bank

9. By the closing deadline, applications were received from:

    a. Frost Bank (Incumbent)
    b. Inwood National Bank
    c. PlainsCapital Bank
    d. Texas Regional Bank.

The evaluation of the applications was based on, but not limited to, the following criteria, in no particular order of priority:

1. Ability to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of Services;
4. Transition cost, retention and transition offers and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;

7. Previous service relationship with the Town;
8. Convenience of location(s)
9. Completeness of application and agreement to points outlined in the RFA;
10. Financial strength and stability of institution.

Application Analysis

The Application Analysis began with an overall review of each financial institution's general financial strength and ability to provide the services necessary to meet the Town's current and future service needs. Each of the qualified responding financial institutions exhibited acceptable financial strength and the ability to provide services the Town requested.

Financial Analysis of the Applications

Each financial institution's fee schedule was analyzed based on the Town's banking service needs and estimated activity levels. Where quantifiable and appropriate, the estimated service fees were adjusted for any incentives (including waived fees and transition allowances). The Town's historical monthly deposit balances for the previous twelve months averaged approximately $5,445,000; therefore, the analysis was completed using this amount to evaluate the responses. The table below summarizes the financial comparison of the four applications:

Summary Financial Comparison				
	Frost (Incumbent)	**Inwood**	**PlainsCapital**	**Texas Regional**
Average Bank Balance	$5,445,000	$5,445,000	$5,445,000	$5,445,000
Fees for Two Year Term	($97,078)	($6,120)	($46,882)	($41,665)
Earnings Credit Rate	3.76%	0.27%	5.25%	2.50%
Earnings Credit for 2 Years	97,078	6,120	46,882	41,665
Interest Rate Offered	0.08%	5.25%	5.15%	4.38%
Investment Option	Interest on Checking Account	Money Market Account/Insured Cash Sweep (ICS)	Insured Cash Sweep (ICS)	Interest Bearing Account
Basis for Interest Rate	Bank determined	Indexed, Upper limit of Fed Funds Target - 0.25	Lower End of the Fed Fund Target Rate less 10 basis points.	5.30% first 6 months, then 13 week T-Bill with a ceiling of 4.375%
Two Year Investment Income	11,730	452,725	514,846	424,852
Net Two Year Income	**$11,730**	**$452,725**	**$514,846**	**$424,852**
Fees for Five Year Term	($255,933)	($15,300)	($140,645)	($104,164)
Earnings Credit for Five Year Term	255,933	15,300	140,645	104,164
Five Year Investment Income	29,043	1,131,813	1,264,121	1,008,807
Net Five Year Income	**$29,043**	**$1,131,813**	**$1,264,121**	**$1,008,807**

Interviews and Demonstrations

Based on the results of the financial analysis, the Town invited Inwood National Bank and PlainsCapital Bank to interview with the Town's financial team and to demonstrate their online platforms. The Town also contacted the references provided by the two finalists as guidance in deciding on their final recommendation.

Another factor the Town took into consideration is two services not currently in use that are offered by PlainsCapital Bank, but are not offered with Inwood National Bank: Electronic Lockbox and Integrated Disbursement Services. Both of these services have the potential to reduce workload on staff, and in the case of Electronic Lockbox, have a positive impact on Town residents by reducing the amount of time it takes for water payments to post to their account, potentially reducing the number of late fees incurred by residents.

Conclusion

Town staff considered the complete range of services presented by PlainsCapital, including the competitive pricing of service fees, the ease of use of the bank's online platform, and the Town's positive outlook of using the overall services offered.

Based on the analysis results and discussion with staff, it was determined that the terms offered by PlainsCapital Bank provide the "most advantageous" depository relationship to the Town. We concur with the staff recommendation that the Council award the Primary Depository Services contract to PlainsCapital Bank and authorize the Town Manager to execute the agreements necessary to begin a new banking relationship.

Please contact Orlando Saenz or me to discuss any questions or additional information needs.

Thank you for this opportunity to serve the Town of Addison once again.

Sincerely,

Tim Pinon

Tim Pinon
Valley View Consulting, L.L.C.

City Council (FY24) **6. b.**

Meeting Date: 08/13/2024

Department: General Services

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving an agreement with TSK Architects for the Addison Conference Centre Renovation Project and authorizing the City Manager to sign the agreement in an amount not to exceed $153,000.

BACKGROUND:

At the May 28, 2024 City Council Meeting, staff was given direction from Council to remodel the Addison Conference Centre to include new Council Chambers, office space for Town staff, and improved facility security. TSK Architects is familiar with the facility and completed the conceptual design that was presented to the Council.

This agenda item seeks Council approval of an agreement with TSK to perform the project design, construction document creation, bidding and permitting services, and construction administrative services for the Addison Conference Centre Remodel Project.

Funding for this agreement will come from the Infrastructure Investment Fund. Staff will include this amount in the end of year budget amendment. The construction project cost is included in the proposed FY2025 budget. The total budget for the project is $2 million.

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - TSK Architects

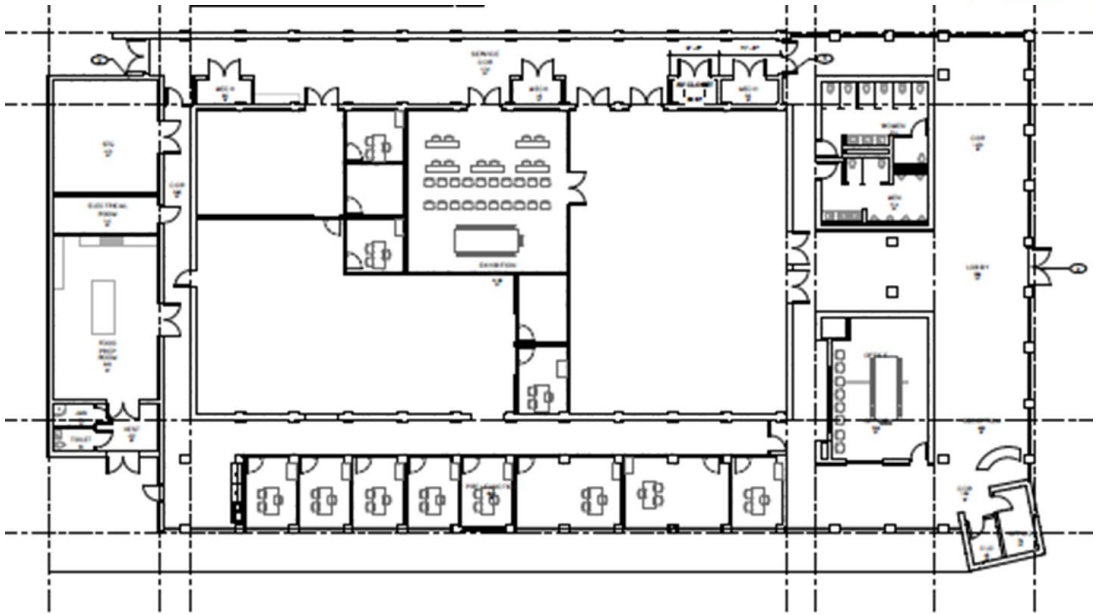
Resolution TSK Architects

TSK Architects Professional Services Agreement

Addison City Council Meeting
Aug. 13, 2024

Addison Conference Centre Renovation Project

- ***May 28, 2024***: Staff presented to City Council and proposed a renovation project at the Conference Centre based upon:
  - Previous studies and Council direction.
  - Council's 2024-2025 Strategic Plan.
  - Current facilities conditions and repairs needed.
  - Operations and staffing, including future projections.
  - Security enhancements.
  - Costs and efficiencies.



5.4. Strategic Objective: Explore opportunities for consolidating and/or expanding Town facilities.

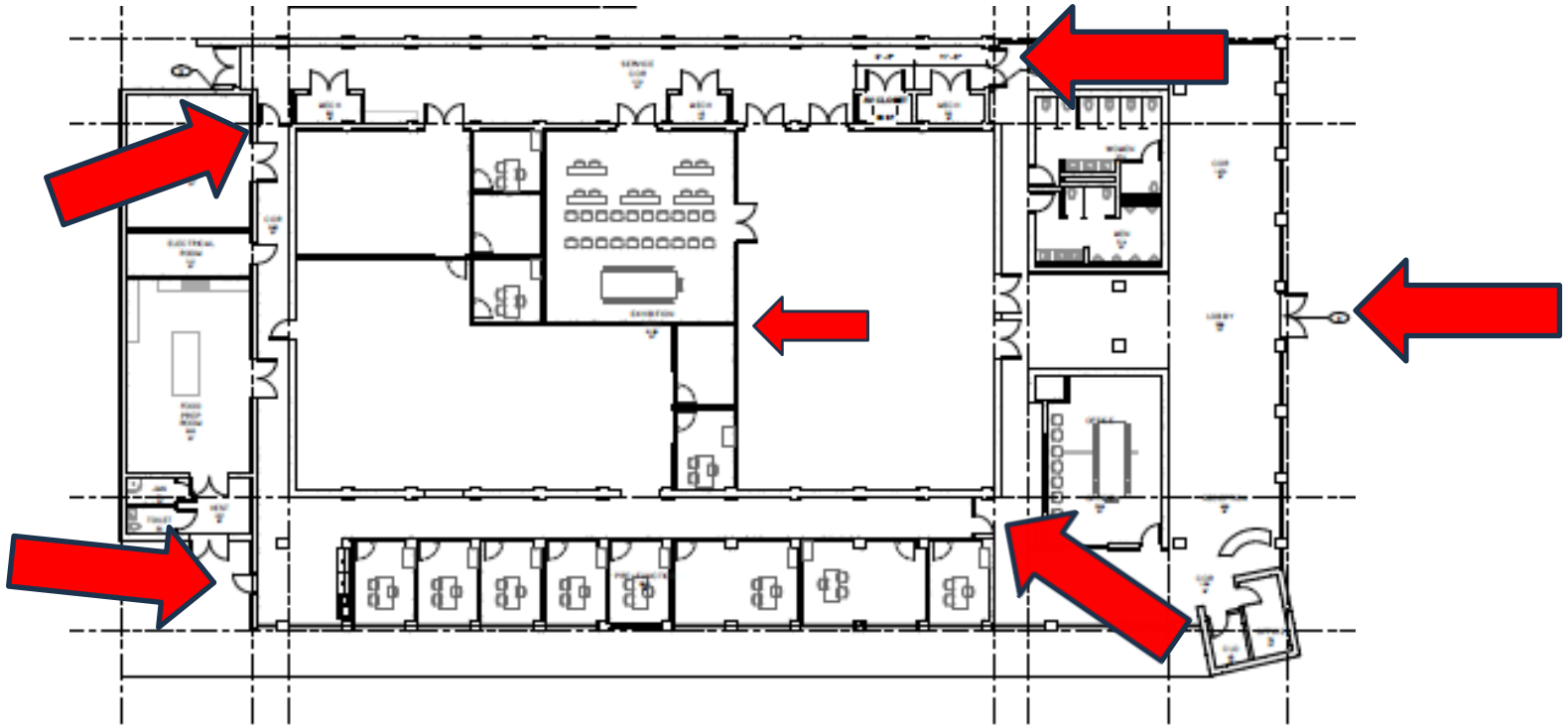
5.4.1. Consider options and funding for new or remodeled Town facilities and maintenance of existing facilities with Addison brand in mind.

5.4.2. Proceed with consideration for a plan and funding for Police & Courts facility.

5.4.3. Implement security enhancements at Town facilities.

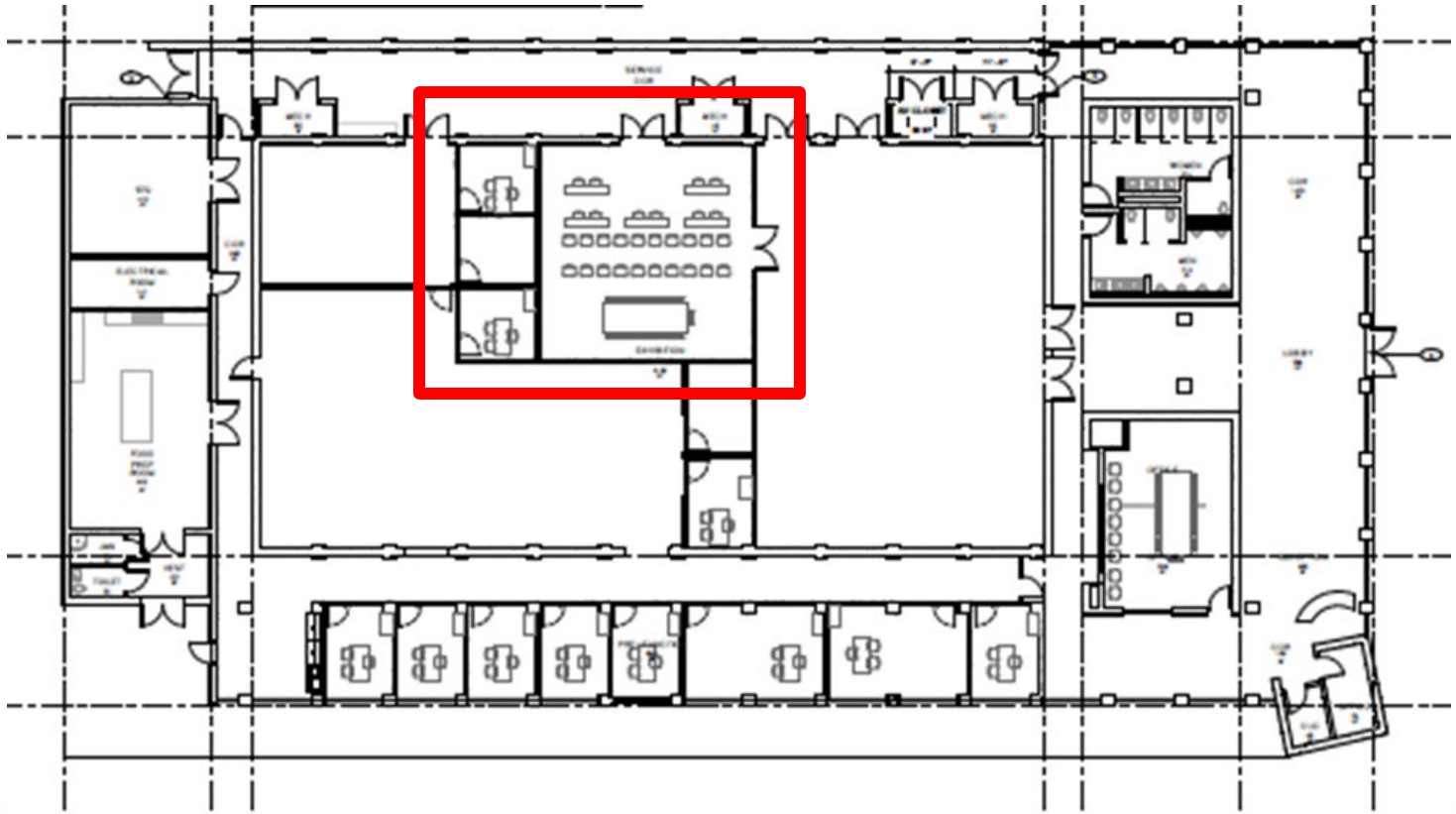
Addison Conference Centre Renovation Project

- **Add Security and Access Controls**
  - Add access control on all exterior doors and the service hallway access from the East Lobby.
  - Build permanent wall on the west side of the current chambers.



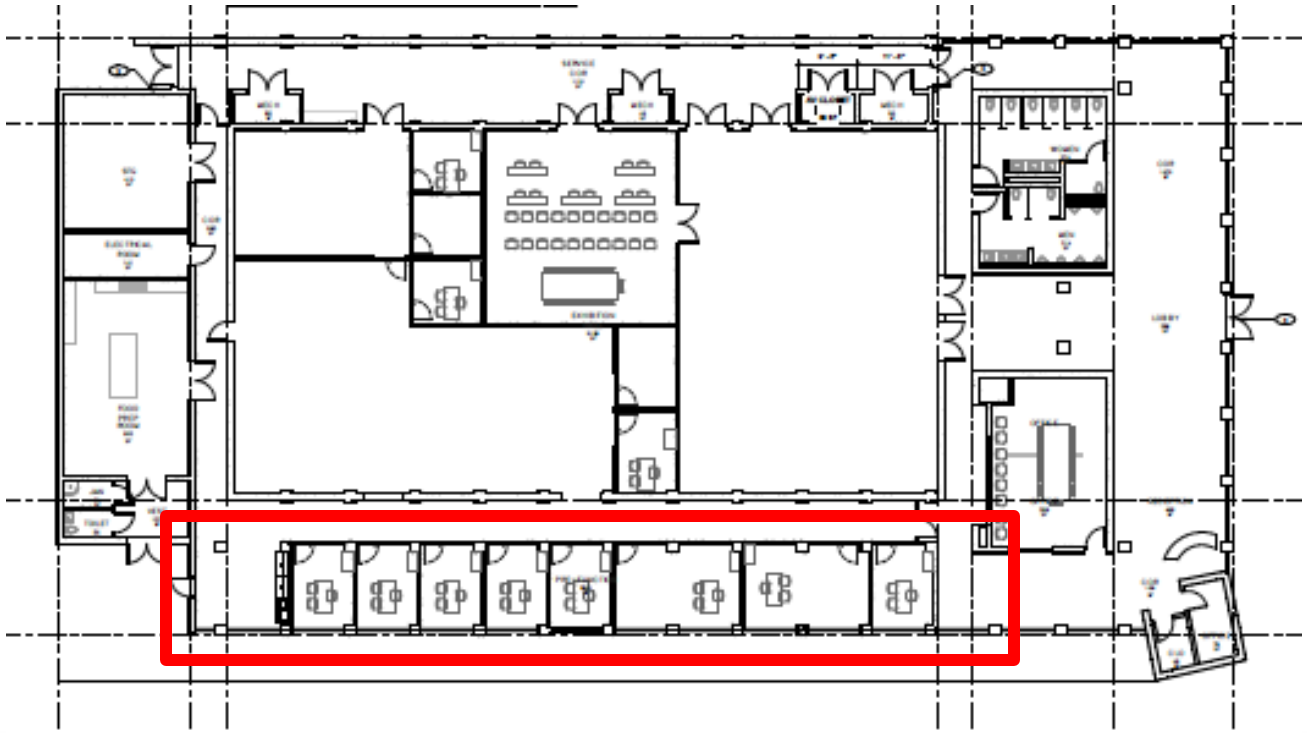
Addison Conference Centre Renovation Project

- **Relocate the Executive Meeting Space (Acacia)**
  - The room is comparable to the Acacia layout (executive table, AV equipment, staff seating, and public seating).



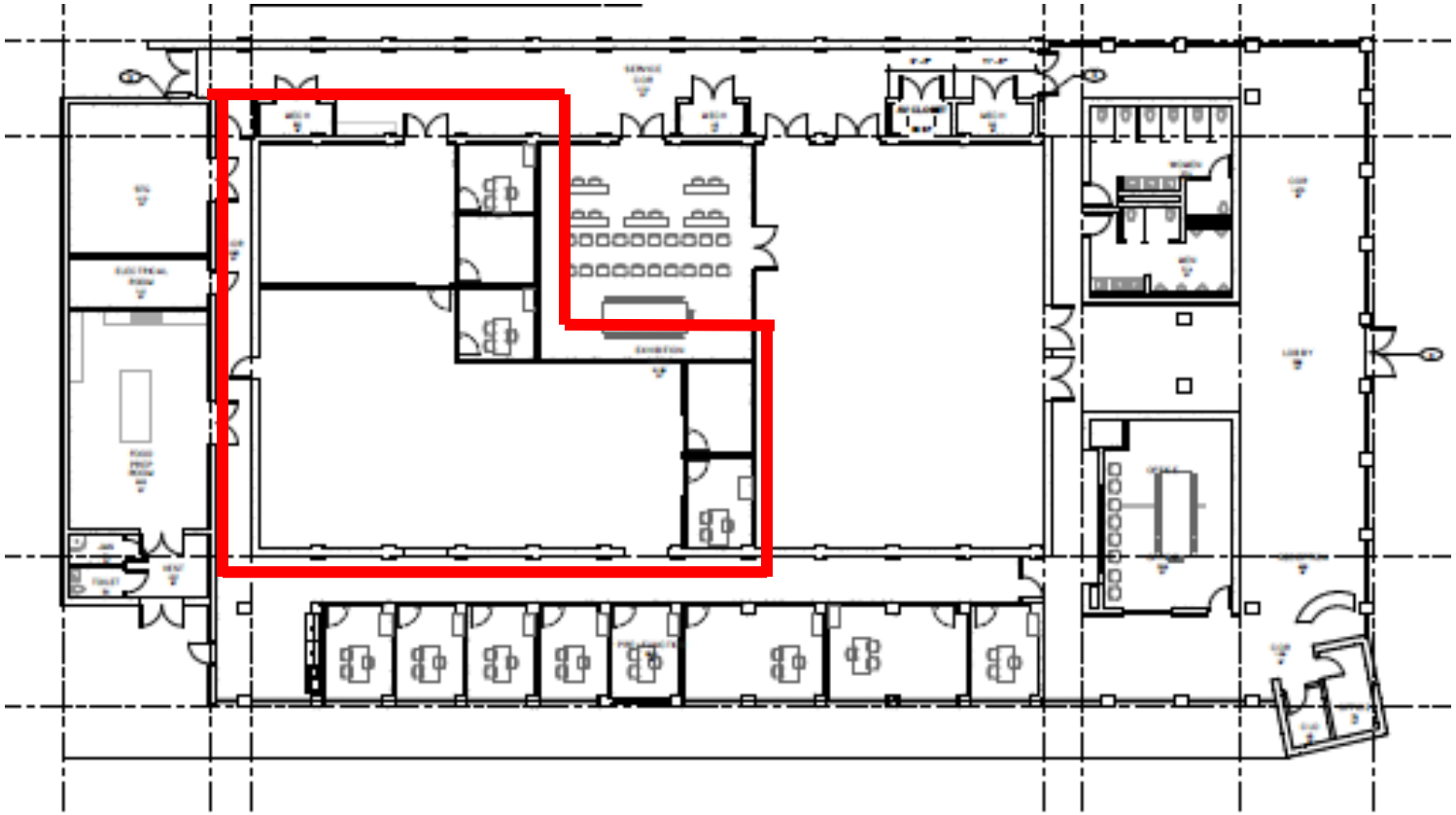
Addison Conference Centre Renovation Project

- **Modify South Lobby Space**
  - Turn the South Lobby into office space along the windows and a hallway to the interior office spaces.



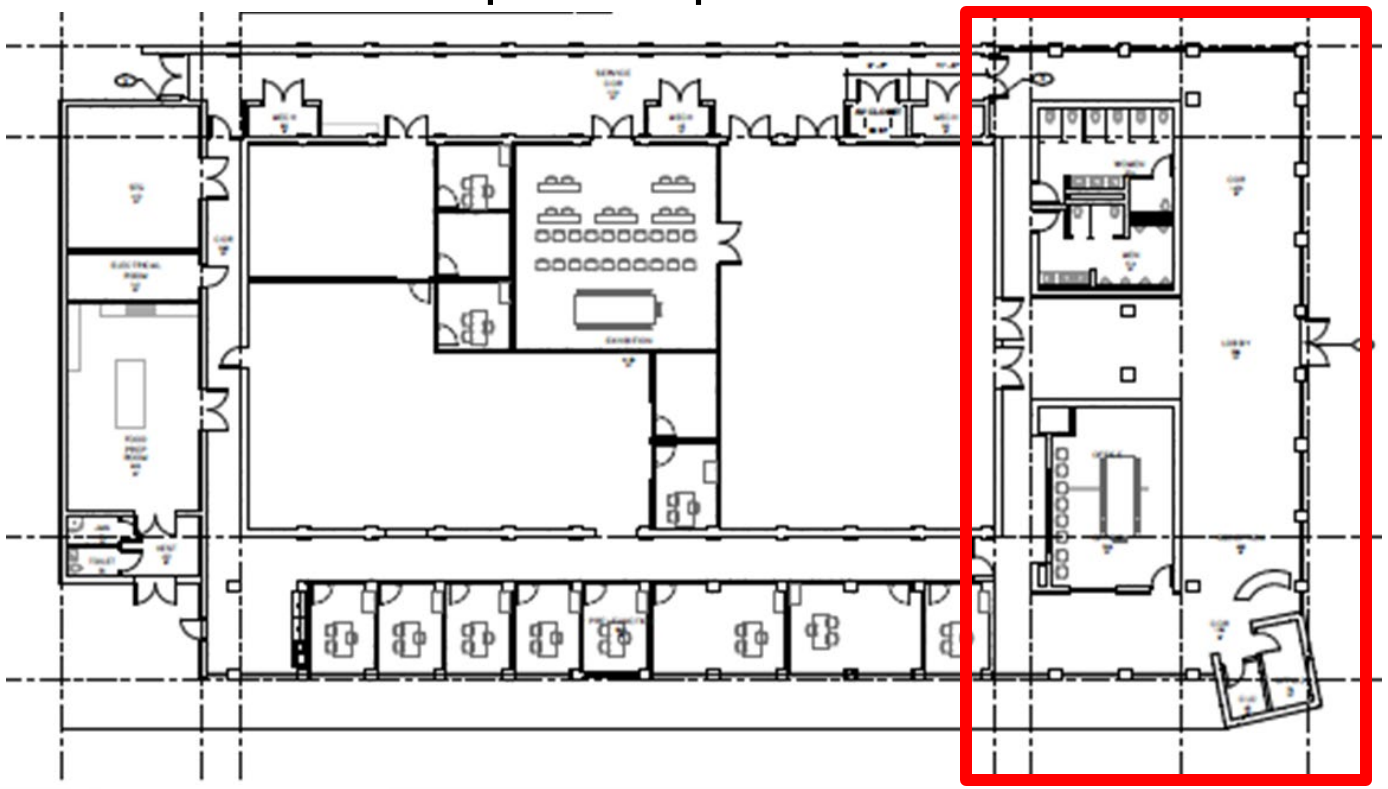
Addison Conference Centre Renovation Project

- **Create Office Space**
  - Create additional workspaces (approx. 20). Proposed to be modular instead of permanent walls.



Addison Conference Centre Renovation Project

- **Update East Lobby**
  - Remains a public space and hosts voting and other events by reservation in accordance with Town policy.
  - Turn current Economic Development space into a conference room.



TSK Agreement Details

Council directed staff to proceed.
Professional Services Agreement for the Addison Conference Centre Renovation Project

- TSK Architects
- Scope
  - Preliminary Design
  - Construction Documents
  - Permitting and Bidding
  - Construction Administration
- Compensation – not to exceed $153,000
  - Funding for this agreement will come from the Infrastructure Investment Fund. Staff will include this amount in the end of year budget amendment.

The total budget for the construction project ($2 million) is included in the proposed FY2025 budget.

Next Steps

- Project Design
- Bid and Select a Construction Manager at Risk (CMAR)
  - Anticipate to bid in the fall
  - Once bids are received, a contract will be brought forward for City Council consideration
  - At contract consideration, a more defined project schedule will be available
- Construction
- Finish Out
- Occupy
  - Goal is to substantially complete the renovation by end of next summer 2025

Questions?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH TSK ARCHITECTS FOR THE ADDISON CONFERENCE CENTER RENOVATION PROJECT IN AN AMOUNT NOT TO EXCEED $153,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with TSK Architects for the Addison Conference Center Renovation Project 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 TSK Architects in an amount not-to-exceed of $153,000.00, a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***13th*** day of ***AUGUST***, 2024.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

PROFESSIONAL SERVICES AGREEMENT
ADDISON CONFERENCE CENTER RENOVATION PROJECT

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

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Professional's Obligations

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

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

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

circumstances and professional licenses. Professional shall be responsible for the professional quality, technical accuracy, and the coordination of all services, including all Project Documents, designs, drawings, specifications, plans, reports, presentations and all other services furnished by Professional under this Agreement. Professional shall, without additional compensation, correct or revise any errors or deficiencies in the services. Professional shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Professional's Scope of Services.

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

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

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

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

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

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

Section 4. Performance Schedule

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

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

Section 5. Documents

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

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

(c) Confidential Information. Professional agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by

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

Section 6. Payment

(a) Compensation. Professional's compensation shall be as specified in the payment schedule set forth in **Exhibit A**; provided, that the total compensation under this Agreement shall not exceed ONE HUNDRED AND FIFTY-THREE THOUSAND DOLLARS ($153,000.00) without prior written approval of City.

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

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

Section 7. **Default; Force Majeure**

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

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

(i) Terminate this Agreement and be relieved of the payment of any further consideration to Professional except for all services determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Professional to and from meetings called by City at which Professional is required to attend, but shall not include any loss of profit of Professional. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others; or

(ii) City may, without terminating this Agreement or taking over the services, furnish the necessary labor, materials, equipment, supplies and/or assistance necessary to remedy the situation, at the expense of Professional.

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

Section 8. **Termination; Suspension**

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

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

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

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

Section 9. Insurance

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

Section 10. Indemnification; Notice.

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

PROFESSIONAL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice.

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

Section 12. Verifications by Professional

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

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

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

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

Section 13. **Miscellaneous**

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

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

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

For City:	For Professional:
TOWN OF ADDISON, TEXAS	TSK ARCHITECTS
By:_____ David Gaines City Manager	By:_____ Michael Morow Managing Principal
Date: _____	Date: _____
Notice Address:	Notice Address:
Town of Addison Attn: City Manager P.O. Box 9010 Town of Addison, Texas 75001 E: dgaines@addisontx.gov	TSK Architects Attn: Michael Morow, Managing Principal 5830 Granite Pkwy, Suite 750 Plano, Texas 75024 E: _____

Addison Contract ID:
PSA_WW_July 28, 2024_v1.20220427

EXHIBIT "A"
SCOPE OF SERVICES

(attached)



Project Proposal

Addison Conference Centre Renovation

Tailored to Mr. Bill Hawley
Town of Addison, TX

tsk

July 15, 2024

July 15, 2024

Town of Addison
16801 Westgrove Dr
Addison, TX 75001

Attention: Bill Hawley

Subject: Town of Addison, Conference Centre Renovation - TSK Proposal

Dear Mr. Hawley,

Thank you for inviting us to submit on this project. Your proposal has been tailored to your specific requests with thoughtful consideration to the project approach, schedule, and execution. We recognize the importance of this project to you and a desire to have a quality set of documents to achieve approvals with an expedient timeline for completion. Please find enclosed our Proposal for this effort specific to the Addison Conference Centre Renovation project.

We certainly hope this proposal meets your expectations and are open to any further discussions you believe may be of value in your evaluation of it.

Please do not hesitate to let us know if you have any questions or comments.

For TSK Architects,

Michael Morow, AIA | Managing Principal

tsk
a MORE group brand

PROJECT UNDERSTANDING

This proposal is prepared for the following project: Town of Addison Conference Centre located at 15650 Addison Rd, Addison, TX 75001.

The project is an existing Conference Centre with renovations to the exhibit hall and break-out spaces. The existing exhibit halls shall be transformed into a Council Chambers, Executive Session Room along with two (2) Huddle/ Quiet Rooms, three to five (3-5) Offices, and open work area for roughly 17-20 workstations. The existing entrances to the exhibit halls shall be replaced with storefront doors. The south side breakout space shall contain seven (7) offices and create a secured entry to the "private" work space beyond. Additional renovations shall include renovations to the existing office space to become one larger Conference Room with an additional window along the west wall. An AV Closet along the service corridor on the north side of the Council Chambers. New 3'x7' pair of storefront doors at the main east entry with sidelights. Modification to the southwest entrance to be a single man-door vs. pair of oversized doors. UV film on all south facing glazing and access control for the building. The space shall be designed for new LED lighting to integrate with current lighting controls and modifications to the existing mechanical system.

The existing Conference Centre Building is approximately 16,283 square feet. The project is not seeking any variances or other site adjustments to affect SF as part of this proposal.

The Owner's budget for the total project cost is $2,000,000 at this time.

The Owner's desired Project Schedule is as follows:

- Preliminary Design 3 weeks
- Construction Documents 4 weeks
- Permitting & Bidding 4-6 weeks
- Construction 10-14 weeks

This proposal is for an acoustical study to be incorporated with architectural, electrical, and mechanical services. It includes coordination (both design and technical) with the consultants for an integrated set of contract documents.

SCOPE OF WORK

A. Preliminary Design Services

- Obtain existing documentation for the Addison Conference Centre
- Project Kickoff meeting to walk site and confirm scope of work
- Provide preliminary layout to TOA for approval
- Digital scanning of the building into Revit model.
- Assist in Review of CM@R Selection Process

B. Construction Document Phase Services

Based upon the Owner's approval of the Preliminary Plan Phase submittal and authorization to proceed, we will prepare documents suitable for AHJ approval and construction. The following will be provided:

- Provide coordinated set of documents for permitting
- Perform additional site investigations as needed to validate scope solutions
- Provide elevations and details as required
- Provide finish selections
- Provide a 50% Construction Document Submittal
    - Team will respond and incorporate TOA comments on the drawings. Does not include a cost estimate based on this submission.

- Provide a 100% Construction Document Submittal
  - Team will respond and incorporate TOA comments on the drawings. Does not include a cost estimate based on this submission.
- Submit for Texas Accessibility Standards (TAS) review
- At the conclusion of this phase, design team will submit the accepted package to TOA to initiate the review process
- Coordinate with CM@R for Constructability and Cost Review.

C. Permitting & Bidding Services

- Provide PDF set of documents for permitting
- Complete and provide TOA required and requested forms and support documentation.
- Prepare and revise drawings in response to TOA review comments.
- Respond to bidder questions.
- Prepare supplemental drawings, if required. To be submitted as CCDs (construction change directives) after award of bid.
- Attend Bid Walk, if requested.

D. Construction Administration Services

- Provide assistance and advise the Owner when requested regarding interpretation of design intent of contract documents, requests for information, and product and shop drawing submittals
- Architectural representative(s) to attend bi-weekly on-site construction meetings (up to 6 meetings in total) for the duration of construction 90 calendar days. Extended CA services beyond the noted duration due to no fault of the AE Team will be discussed with TOA for possible additional service costs prior to additional participation.
- Provide site observation at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of work completed
- Review Contractor's Request for Payment and advise the Owner
- Provide CCDs and manage submittal/review process with TOA for items requiring clarification to the construction documents.
  - CCDs requested for contractor convenience or field discovery items will be discussed with the TOA for possible additional service costs prior to initiation.

PROJECT TEAM

The following consultants are included in the proposal.

Mechanical & Electrical:	Innovative Engineering Group
Acoustical	BAi, LLC

SCHEDULE

The proposal is based on the following schedule and reflects our understanding of the project timeline while incorporating our work plan to accomplish.

TOA CM@R Selection Process	21 calendar days, concurrent with Prelim. Plan
Preliminary Plan due	21 calendar days from the Kick-Off meeting
TOA Preliminary Plan Review	3 calendar days*
Finalize CM@R Selection	7 calendar days
50% CD submittal due	14 calendar days
TOA 50% Intake / Review	3 calendar days*
100% CD submittal due	14 calendar days
TOA 100% Intake / Review	3 calendar days*
A/E Team incorporates comments	7 calendar days
TOA submittal	7 calendar days

TOA Permitting	+/- 30 calendar days
Bid Phase	30 calendar days
Construction Phase	90 calendar days

*TOA review durations are approximate

COMPENSATION

A. Design Team Fee

TSK proposes to complete the work as defined by this proposal as a Lump Sum Fixed Fee for Preliminary Design and Construction Documents Phase, Construction Administration services, plus reimbursable expenses per the following detail.

Lump Sum, Fixed Fee

Phase		Fee by Phase
Preliminary Design	$	45,000.00
Construction Documents	$	82,500.00
Permitting & Bidding	$	7,500.00
Construction Administration	$	15,000.00
Sub-total	$	150,000.00

Expense Allowances:
Reimbursable Expense Allowance of $ 3,000.00

* All related Plan Check and Permit Fees will be paid by the Owner and/or awarded general contractor.

** Reimbursable expenses are an estimate based on similar past project experiences and may be greater than or less than required for actual needs. Design Team will notify the Client if expenses may exceed the anticipated allowance. Compensation for additional expenses, if necessary, shall be provided by the Client. Reimbursable expenses for messenger and delivery services, and reproduction for other than in-house check prints and plots made by the Design Team in the interest of the project are separate from our fees and will be billed with a multiplier of 1.1.

EXCEPTIONS / CLARIFICATIONS

A. Agreement for Professional Services

All general Terms and Conditions shall be per the professional services agreement between Owner and TSK attached to this proposal.

B. Additional Services

1. As-Constructed Record Drawings can be prepared and provide in CAD format based on As-built drawings maintained and updated by the Contractor throughout construction for the Owner's

records. Such Record Drawings can only be as reliable as the marked-up information provided by the Contractor.

2. All other services that are considered additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to our current hourly rate schedule.
3. Additional work during construction resulting from code interpretation by inspectors can be provided on a Time and Materials basis. Building officials can exercise their authority during construction to interpret the code differently than is common practice, knowledge, or as accepted by approved drawings, resulting in field changes. The design team will assist the Client in defense against such revisions as is feasible but has no control over such demands.

C. Insurance

TSK carries the following insurance and will provide the Owner with certificates:

- Comprehensive General Liability $1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
- Automobile Liability - $1,000,000 combined single limit and aggregate for bodily injury and property damage
- Workers' Compensation - $1,000,000
- Professional Liability - $2,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

All general Terms and Conditions shall be per the industry standard American Institute of Architects B103 Contract or other mutually agreed upon Terms and Conditions established prior to the commencement of our professional services for this project.

D. Exclusions

- Consultant services: civil engineering, mechanical engineering, interior design, kitchen equipment design and layout, acoustical engineering, landscape design.
- Fire sprinkler and alarm engineering.
- Geotechnical Engineering and Soils Testing.
- Asbestos Testing at existing building.
- Asbestos or Lead-Based Paint design documents.
- Payment and Performance Bonds.
- Systems or consultants other than described under scope of services above.
- Boundary Verification and Platting.
- Site Plan Application.
- Permitting and Approvals.
- Taxes/fees: city state and federal
- Construction cost estimating
- Construction management
- FF&E: Fixtures, Furniture & Equipment selection and procurement
- Signage design, engineering and permitting
- Record As-built Documents.
- Low voltage design, CCTV, Access Control Systems, security systems, etc.

Attachments

- TSK Billing Rates Schedule

TBAE COMPLIANCE

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000 (www.tbae.state.tx.us), has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.



Standard Billing Rates

Senior Principal	$340.00
Principal	$290.00
Sr. Project Manager	$235.00
Senior Project Architect	$210.00
Sr. Project Designer	$210.00
Project Manager	$185.00
Construction Site Manager	$158.00
Project Architect	$170.00
Project Designer	$136.00
Project Coordinator	$126.00
Specifications	$126.00
Job Captain	$126.00
Technical Support	$105.00
Design Support	$105.00
Administrative Support	$95.00