



Addison City Council Meeting

**September 24, 2024
Addison Conference Centre
15650 Addison Road
Addison, Texas 75001**

**AMENDED 9/24 at 4:26pm - Addition of Council Q&A
Document to WS Item #3a and replacement of
updated Public Input Document for PH Item #5a**

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 5:30 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(1) and (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:
 - The real properties located at 15900 Addison Road and 4800 Keller Springs Road.
 - b. 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 progress on the Rental & Lodging Registration and Inspection Program.
 - b. Present and discuss solutions for aggressive dog training on Town property.

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 September 3, 2024 Special City Council Meeting.

b. Consider action on the Minutes from the September 10, 2024 City Council Meeting.

c. Consider action to approve the Fire Station #1 Restroom Remodel Project budget in a total project budget amount not to exceed \$115,400 (consisting of \$31,900 with Gutter Solutions for the female restroom remodel, \$47,500 with Gutter Solutions for the male restroom remodel, \$16,000 with United Rentals for rental of a portable restroom trailer, and \$20,000 for an owner's contingency).

d. Consider action on a Resolution approving a three-year agreement with DFW Holiday Kings for turnkey holiday lighting services for Addison Circle Park in an amount not to exceed \$76,808.42 for the first annual term and \$69,915.05 for each renewal and providing an effective date.

5. **Public Hearings.**

- a. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school building. Case 1916-SUP/Greenhill Athletic Performance Center.

6. Items for Individual Consideration.

- a. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Chick-Fil-A, located at 3790 Belt Line Road, in order to allow two attached wall signs to exceed the maximum effective area on the north and south facades within the Addison Town Center Special District. (Case MR2024-07/3790 Belt Line Road - Chick-Fil-A).
- b. Present, discuss and consider action on a Resolution approving the installation of three public art pieces donated by the Addison Arbor Foundation to be located in the public open space trail corridor dedicated to the Town with the AMLI Treehouse Development and providing for an effective date.
- c. Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2024.

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: 9/19/2024 Time posted: 3:41 PM

Date removed from bulletin board: _____

Removed by: _____

City Council (FY24)

3. a.

Meeting Date: 09/24/2024

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

Answers to Council Questions



Answers to Council Questions – September 24, 2024

Public Hearing

Item #5a. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school building. Case 1916-SUP/Greenhill Athletic Performance Center.

Question 1: Can you please supply a current map (Google map) of the existing live oak trees currently planted at Greenhill School?

Response: Please see requested maps below showing different aerial images of the existing tree line. These images are from June 2024. Please note that it is difficult to differentiate the hackberries from the live oaks as the tree canopies are all combined.





Answers to Council Questions – September 24, 2024



Also included are photos of the trees from the ground:



Answers to Council Questions – September 24, 2024





Answers to Council Questions – September 24, 2024



Individual Consideration

Item #6c. Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2024.

Question 1: What is the threshold for CM spending?

Response: The City Manager's purchasing authority is \$50,000 per contract.

Question 2: Why do some of the items reference council approval and others do not? I figure some are determined within the CM's authority. Are any other items on the list approved by or presented to Council? Tying the items back to the approving action and dates allows anybody to further review if interested.

Response: Staff has listed items approved by Council in the current fiscal year with the



Answers to Council Questions – September 24, 2024

date Council approved a contract for the specific item or service. Additionally, some items would fall within the City Manager's authority. In the future, staff will add original approval dates with items related to prior year encumbrances.

Question 3: What is "Christmas Tree lease and lighting"? I think this is part of the upcoming Christmas tree and lighting relating to the other agenda item. Again, if so, referencing the approved by or presented to Council bullet above.

Response: This is related to item 4d. on the Consent Agenda. Staff did not list the approval date since it is on the same agenda as the budget amendment. At the August 13, 2024, Council meeting, staff presented this item as a proposal for a holiday tree and lighting in Addison Circle District.

Question 4: Why is \$126,000 for storm related facility repairs not a council approved item?

Response: This consisted of several repairs at Town facilities that were emergency purchases and/or individually did not exceed the City Manager's purchasing authority. For example, at the Finance building there was fire restoration, ceiling tile and insulation replacement, and reconstruction as a result of fire damage caused by the storm. Additionally, there was damage to the service center roof and flooding and water damage to the wastewater lift station vault electrical components near Finance.

Question 5: What is the \$160,000 for prior year encumbrances for Beltway Trail consulting services?

Response: The fiscal year 2023 budget included \$223,000 for the development of construction documents for the Beltway Drive Trail and a contract was approved by Council on February 12, 2023. The \$160,000 is the amount remaining on that contract from fiscal year 2023. Staff will begin to include Council approval dates or budget references for prior year encumbrances in future budget amendments.

City Council (FY24)

4. a.

Meeting Date: 09/24/2024

Department: City Manager

AGENDA CAPTION:

551.071(1) and (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:

- The real properties located at 15900 Addison Road and 4800 Keller Springs Road.

BACKGROUND:

N/A

RECOMMENDATION:

N/A

City Council (FY24)

4. b.

Meeting Date: 09/24/2024

Department: City Manager

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: 09/24/2024

Department: Development Services

Key Focus Areas: Public Safety

AGENDA CAPTION:

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

BACKGROUND:

This presentation builds on the Work Session item from the August 27, 2024 City Council Meeting in which staff and the project consultant presented initial information. Additional information has been gathered to help guide City Council on requirements and fees related to the proposed rental and lodging registration and inspection program.

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

Presentation - Rental Registration Program

Comparator City Analysis

Rental & Lodging Program FAQ

Rental/Lodging Registration & Inspection Program

September 24, 2024

Kevin Martin, Assistant Director of
Neighborhood Services



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.



The International Property Maintenance Code (IPMC) was adopted at the April 23, 2024 Council meeting. These ordinances and guidelines play an integral role in the inspection of various property types by addressing unsafe structures, deferred maintenance, and structural integrity of buildings.



Deferred Maintenance

ADDISON



Smoke Detectors



Circuit Panel



Heating & Cooling Issues

Deferred Maintenance

ADDISON



Plumbing issues



Infestations

Exterior Lighting/Security

ADDISON



Exterior lighting



Door Locks



Peephole/Viewers

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

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.

Personnel Cost Breakdown:

- Code Compliance Manager (1) (75%, 30 hours)
- Sr. Code Compliance Officer (1) (75%, 30 hours)
- Code Compliance Officer (2) (75%, 60 hours)
- Asst. Director of Neighborhood Services (1) (30%, 12 hours)
- Director of Dev. & Neighborhood Services (1) (15%, 6 hours)
- Other Support Personnel (Admin, Arborist, Planning, Building Inspectors, etc) (8 hours)
- **Total Projected Personnel Cost for Program = \$400,298.05**

Additional Cost Breakdown:

- Vehicles/Maintenance - \$40,600 (75%)
- Postage - \$10,000 (75%)
- Equipment - \$10,000 (75%)
- Miscellaneous - \$16,500 (75%)
- **Total Projected Additional Cost for Program (75%) = \$57,825.00**

Projected Cost:
\$458,123.05

- Total Projected Personnel Cost for Program = **\$400,298.05**
- Additional Cost for Program = **\$57,825.00**
- **Total Projected Program Cost: \$458,123.05**

Projected Revenue / Program Cost = Projected Cost Recovery Rate

- $\$450,120 / \$458,123.05 = \textbf{98\% Projected Cost Recovery Rate}$

Fees & Projected Revenue

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

Municipality	Single-Family Fee (per year)	Multi-Family Fee (per unit)	Hotel/Motel Fee (per unit)	Re-inspection Fee
Addison	\$115 (proposed)	\$25 (proposed)	\$40 (proposed)	\$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

Projected Re-Inspection Revenue*

- Single-Family: **\$75** x 61 (25%) = \$4,575
- Multi-Family: **\$75** x 230 (50%) = \$17,250
- Hotel/Motel: **\$75** x 195 (50%) = \$14,625

Total Projected Revenue = \$450,120
Anticipated Cost Recovery ~ 98%

Proposed Fees

ADDISON

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

Texas Cities with Hotel/Motel Inspection Programs

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

Municipality	Hotel/Motel Fee (per unit)
Plano	\$8.00
Mesquite	\$10.00
Carrollton	\$13.00*
Austin	\$15.00**
Rowlett	\$15.00
<i>Addison</i>	<i>\$40.00 (Proposed)</i>
Lancaster	\$50.00
Arlington	\$75.00 Hotel/Motel \$86.04 Extended Stay
Average of Comparators	\$28.83

*Carrollton has minimum of \$250; whichever is greater.

**Austin charges \$327, plus \$15 per unit.

Fee Analysis & Projected Revenue

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By the Numbers Hotel/Motels	Hotel/Motel Fee <u>\$15</u>	Hotel/Motel Fee <u>\$25</u>	Hotel/Motel Fee <u>\$30</u>	Hotel/Motel Fee <u>\$40</u>
Hotel/Motel (H/M) Properties	22	22	22	22
Number of units	3,896 Units	3,896 Units	3,896 Units	3,896 Units
Projected Hotel/Motel Fees	\$58,440	\$97,400	\$116,880	\$155,840
Projected Cost Recovery*	76%	85%	90%	98%

*At proposed fees.

Fee Analysis & Projected Revenue

By the Numbers Multi-Family	Muti-Family Fee <u>\$15</u>	Multi-Family Fee <u>\$25</u>	Multi-Family Fee <u>\$30</u>
Number of units	9,200 Units	9,200 Units	9,200 Units
Projected Multi-Family Fees	\$138,000	\$230,000	\$276,000

Projected Revenue

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

If fee MF & Hotel/Motel per unit is \$25 -

By the Numbers SF & MF Rentals

Single Family properties (SF) (est. @ 10% of existing stock)	242
SF/STR Fee per property/side	\$115
Multifamily properties (MF)	9,200 Units
MF Fee per unit	\$25
Projected Fees SF/MF	\$230,000

By the Numbers Hotel/Motels

Hotel/Motel (H/M) Properties	22
Estimated # of units	3,896 Units
Hotel/Motel Fee per unit	\$25
Hotel/Motel Fees	\$97,400

Projected Revenue

- SF: **\$115** x 242= \$27,830
- MF: **\$25** x 9,200= \$230,000
- H/M: **\$25** x 3,896 = \$97,400
- Reinspection: \$36,450

**Total Projected Revenue =
\$363,850**

**Anticipated Cost Recovery ~
79%**

Projected Revenue

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

Projected Revenue based on proposed fees;

By the Numbers SF & MF Rentals

Single Family properties (SF) (est. @ 10% of existing stock)	242
SF/STR Fee per property/side	\$115
Multifamily properties (MF)	9,200 Units
MF Fee per unit	\$25
Projected Fees SF/MF	\$257,830

By the Numbers Hotel/Motels

Hotel/Motel (H/M) Properties	22
Estimated # of units	3,896 Units
Hotel/Motel Fee per unit	\$40
Hotel/Motel Fees	\$155,840

Projected Revenue

- SF: **\$115** x 242= \$27,830
- MF: **\$25** x 9,200= \$230,000
- H/M: **\$40** x 3,896 = \$155,840
- Reinspection: \$36,450

**Total Projected Revenue =
\$450,120**

**Anticipated Cost Recovery ~
98%**

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)	Re-inspection Fee
Addison	\$115 (proposed)	\$25 (proposed)	\$40 (proposed)	\$75/\$125 (proposed)
Allen	N/A	\$15	N/A	\$25
Carrollton	\$50	\$13*	\$13*	\$75
Farmers Branch	\$120	\$15	N/A	\$150
Garland	\$65	\$13	N/A	\$100
Grapevine	N/A	N/A	N/A	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	\$25
Irving	N/A	Level ½ \$13.16 Level ¾ \$17.50	N/A	\$75
Little Elm	\$85	\$85 + \$25 per unit	N/A	N/A
McKinney	N/A	\$25***	N/A	\$50
Plano	N/A	\$11	\$8	\$250
The Colony	N/A	N/A	N/A	N/A
Richardson	\$75	\$13	N/A	N/A
University Park	N/A	N/A	N/A	N/A
Average of Comparators	\$79	\$16.30	\$12.40	\$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
September 24, 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.

Does the Town currently have a rental and/or lodging inspection program?

- The only inspection program we have related to rentals properties is for Short-Term Rentals (STR). An STR is a single-family residential property that is rented out on a short-term basis (less than 30 days). This program includes an annual permit for the STR, and the ordinance allows inspections of the home prior to issuance of the permit. You can view the current ordinance [here](#). Additional information can be found on the Town website [here](#).
- The Town does not currently have any rental and/or lodging inspection programs specifically related to multi-family housing, hotels/motels, or other long-term rental properties.

City Council (FY24)

6. b.

Meeting Date: 09/24/2024

Department: Police

Key Focus Areas: Public Safety

AGENDA CAPTION:

Present and discuss solutions for aggressive dog training on Town property.

BACKGROUND:

After a recent incident, it was discovered that current ordinances do not prohibit Aggressive Dog Training on Town property. Staff is seeking feedback on a potential ordinance change that will prohibit dog training for any form of protection, including personal protection or area protection by the apprehension or warding off an individual or other animal on Town property.

RECOMMENDATION:

Staff requests Council direction.

Attachments

Presentation on Aggressive Dog Training on Town Property

Prohibiting Aggressive Dog Training on Town Property

Sept. 24, 2024, Council Meeting

Chris Freis, Chief of Police

The logo for the Town of Addison, featuring the word "ADDISON" in blue capital letters inside a white circle, which is set against a blue background with a white diagonal stripe.

ADDISON

Background and Purpose

- After a recent incident, it was discovered that current Town ordinances do not prohibit Aggressive Dog Training on Town property.
- **What is Aggressive Dog Training?**
 - Dog training for any form of protection, including personal protection or area protection by the apprehension or warding off an individual or other animal.
 - Often used by police and military organizations.
 - No restrictions on private citizens utilizing this type of training.



- **Chapter 54 of the Town's Municipal Code** addresses offenses and miscellaneous provisions in the interest of public health, safety, and welfare.
- Staff recommends making the following changes through ordinance to define aggressive dog training and prohibit on town property:

Sec. 54-5. – Section 1

Aggressive dog training means dog training for any form of protection including personal or area protection by the apprehension or warding off an individual or other animal by means of barking, threatening gestures, biting, or restraining by use of teeth. Any method used to encourage a dog to utilize such means shall be considered to fall under the scope of this definition.

Sec. 54-5. – Section 2

A person commits an offense if the person engages in aggressive dog training on any property owned, managed, and/or controlled by the Town including parks, parking lots, buildings, fields, Addison Airport property, sidewalks, streets, and right-of-way or public right-of-way as defined by ordinance.

Sec. 54-5. – Section 3

This section does not apply to training conducted by a certified peace officer in the course of their duties.

- Staff is seeking direction on an ordinance prohibiting Aggressive Dog Training on Town property.
- A proposed ordinance could be placed on an upcoming Council agenda for consideration.

City Council (FY24)

2. a.

Meeting Date: 09/24/2024

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: 09/24/2024

Department: City Manager

AGENDA CAPTION:

Employee Recognition

BACKGROUND:

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

RECOMMENDATION:

Information only.

City Council (FY24)

4. a.

Meeting Date: 09/24/2024

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the September 3, 2024 Special City Council Meeting.

BACKGROUND:

The minutes for the September 3, 2024 Special City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Admininstration recommends approval.

Attachments

Minutes - September 3, 2024 Special City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING - FY25 BUDGET

September 3, 2024

**Addison Conference Centre
15650 Addison Road, Addison, TX 75001
4:30 PM Work Session - Acacia Room
5:30 PM Regular Meeting – Buckthorn & Sycamore Rooms**

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

1. Call Meeting to Order: Mayor Arfsten called the meeting to order at 4:32 PM.

2. Work Session Reports.

a. **Discuss the Addison Theatre Centre.**
[Deputy City Manager, Passion Hayes]

Deputy City Manager Passion Hayes presented an update on and facilitated a discussion with the Council regarding the Addison Theatre Centre and implementation of results from the recently completed Theatre Centre study completed by Odyssey Associates.

During the FY2024 Budget workshop, City Council discussed funding for the Addison Theatre Centre and agreed that a comprehensive study would be beneficial. The approved budget included funding to hire a consultant to assess the Theatre and develop a business plan. In January 2024, the Town engaged Odyssey Associates to conduct the study and create a plan. The study aimed to (1) develop a business plan to guide the future development and growth of the Addison Theatre Centre, (2) maximize the Theatre as a publicly owned asset to enhance its economic and community impact, and (3) conduct an in-depth review of current Theatre operations, including space usage, facilities management, and agreements with ongoing users.

From January to May 2024, Odyssey engaged with various stakeholders, including Town staff,

City Council Members, and Theatre users, to gather input. This outreach involved multiple meetings with WaterTower Theatre (WTT), the resident theatre company, as a key stakeholder. At the May 28th Council meeting, Odyssey presented their findings and Council directed staff to begin implementing the study. The goals included revitalizing the Theatre by achieving 150 lit nights, developing a clear brand identity, and supporting diverse content providers.

Over the summer, Town staff and WTT representatives met to discuss a transition plan for the upcoming year and future years to align with the study's goals. Town staff presented a summary of these discussions, the transition plan for 2025, and the next steps to achieve the study's objectives beyond 2025.

Representatives from WaterTower Theatre and Outcry Theatre attended the meeting to provide a brief presentation on the proposed funding for FY25.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 6:40 PM in the Addison Conference Centre Council Chambers – Buckthorn / Sycamore Rooms.

- 1. 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.*

The following citizens addressed the Council during the Public Comment period:

- Nancy Williams, 3920 Bobbin Lane – Ms. Williams spoke regarding the WaterTower Theatre. She spoke in support of the organization and its operations. She also noted that expanding productions to achieve more lit nights would be detrimental.
- Ron Whitehead, 3919 Bobbin Lane – Mr. Whitehead spoke in support of the WaterTower Theatre. He asked the Council to consider a study of the Hotel Fund as there could be an availability within the fund to assist WaterTower Theatre. He also asked that the Town delay the timeline for WaterTower Theatre to move out of their current offices at the Theatre.
- Liz Oliphant, 16300 Ledgemont Lane – Ms. Oliphant spoke regarding WaterTower Theatre. She encouraged the WaterTower Theatre to accept the Town's offer to extend their move out timeline from Theatre offices. She also asked the Council to consider a theatre study to be performed by an SMU Arts Management student.

The following citizen submitted a letter for the public comment period and was acknowledged by

Mayor Arfsten:

- Mary Dolan, 3155 Lockmoor Lane, Dallas – this letter regarding support for the WaterTower Theatre is attached to the minutes.

2. Public Hearings.

a. **Hold a Public Hearing, present, and discuss the Town of Addison's Annual Budget for the fiscal year commencing October 1, 2024 and ending September 30, 2025.**

[Chief Financial Officer, Steven Glickman]

This is the first public hearing regarding the Town of Addison's Annual Budget for Fiscal Year (FY) 2025. The proposed FY 2025 budget requests an appropriation of \$114,733,281 consisting of \$102,924,148 for operating expenditures, \$10,447,675 for capital improvements, \$972,958 for transfers, and \$388,500 for one-time decision packages. Listed below is a breakdown of funds:

Fund	Expenditure Amount
General	50,269,389
Hotel	7,546,596
Debt Service Combined	11,818,279
Economic Development	1,477,263
Infrastructure Investment	1,500,000
Airport	11,222,071
Utility	18,721,537
Stormwater	3,308,001
Combined Replacement	3,280,600
Combined Grants	20,000
Combined Special Revenues	5,569,545
Total	\$114,733,281

Significant items in the proposed operating budget include:

- Revenues for all funds total \$108,587,156 an increase of \$0.68 million compared to the FY 2024 budget. Primary revenue sources are property tax (\$37.93 million), sales tax (\$16.17 million), hotel occupancy tax (\$5.35 million), interest and other income (\$5.66 million), rental income (\$5.90 million), and service fees (\$28.85 million).
- Staffing level of 322.6 Full-time Equivalent (FTE) positions. This is an increase of 3.3 FTE's over FY 2024.
- An employee compensation pool of 4% is included in the proposed budget as well as an increase of 5% for health insurance.

Significant decision packages include:

- \$50,000 for Day Porter Services for Town Facilities
- \$14,400 for Police Officer-in-Charge Pay
- \$10,000 for Police Field Training Officer Pay
- \$10,000 for Police Community Outreach

- \$76,236 for the addition of two City observed holidays
- (\$4,000) for Development Services Abatement Services
- \$2,700 for Recreation Programming
- \$27,986 to make the Volunteer Coordinator a full-time position – 0.3 Full Time Equivalent position
- \$108,247 for a Tourism Coordinator position funded by TPID Administrative Fees – 1.0 Full Time Equivalent position
- \$116,560 for a Senior Communications Specialist position offset by increased hotel taxes from the TPID creation - 1.0 Full Time Equivalent position
- \$138,409 for a Theatre Manager position as recommended by the Theatre vision study - 1.0 Full Time Equivalent position
- \$30,000 for major Theatre projects funding
- \$175,000 for Kellway Pump Station Maintenance
- \$25,000 for a contracted Flood Plain Administrator
- \$163,375 for a Construction Inspector – 1.0 Full Time Equivalent Position
- \$110,000 for Airport GIS Contractual Services
- \$37,000 for an Airport vehicle replacement
- \$15,000 for EMS training
- \$196,000 for Parks Planned Asset Replacement
- \$30,000 for mental health screenings for Fire Department
- \$100,000 for Neighborhood Vitality Grant Funding
- \$156,000 for Local Trail Connection and Park Schematic Design
- \$248,000 for Wayfinding Signage Master Plan

The FY 2025 proposed five-year capital improvements budget totals \$51.02 million. Significant projects include:

- Vitruvian West Streetscape and Bella Lane Extension (\$0.90 million)
- Improvements to Existing Buildings (\$0.62 million)
- Keller Springs Reconstruction (\$8.00 million)
- Les Lacs Pond Improvements (\$4.38 million)
- Vitruvian Park Phase 6, Block 301, 302, and 303 Improvements (\$1.90 million)
- Quorum Drive Reconstruction (\$10.00 million)
- Monfort Drive Reconstruction (\$4.19 million)
- Beltway Drive Trail (\$1.70 million)
- Airport Road Reconstruction (\$3.40 million)
- North Texas Emergency Communications (NTECC) Facility (\$0.20 million)
- AAC Outdoor Pool Restrooms/Perimeter Fence Renovations (\$0.60 million)
- Westgrove & Quorum Bicycle Lanes and Airport Viewing Area (\$0.56 million)
- Police and Courts Facility (\$3.50 million)
- Severine Center Lobby Renovations (\$0.23 million)
- Arapaho Road/Surveyor Boulevard and Systemwide Traffic Signal Improvements (\$0.22 million)
- Conference Center Renovations (\$1.50 million)

- AMI Water Meter Modernization (\$3.15 million)
- Celestial Pump Station Bathroom Addition (\$0.05 million)
- Addison Circle Tower Driveway (\$0.23 million)
- Reconstruction of Jimmy Doolittle Drive (\$1.00 million),
- Eastside Airport Service Road Reconstruction (\$1.49 million),
- Airport Regulated Garbage Utility Building (\$0.28 million),
- Airport Fuel Storage Expansion (\$3.37 million)
- 4533 Glenn Curtiss (U2) Rood Replacement (\$0.15 million).

Texas Local Government Code (LGC) Sec. 102.006 requires the governing body of a municipality to hold a public hearing on the proposed budget and provide for public notice of the date, time, and location of the hearing. This notice was published in the Dallas Morning News on Friday, August 23, 2024.

A second public hearing will be held before the budget is considered for adoption on September 10, 2024 at 7:00 pm at the Addison Conference Center located at 15650 Addison Road, Addison, Texas 75001.

The Fiscal Year 2025 proposed budget can be found at the following link on the Town's website: <https://addisontexas.net/finance/budget>.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

Mayor Arfsten closed the Public Hearing.

b. Hold a Public Hearing, present, and discuss the Town of Addison's proposed Property Tax Rate for the fiscal year commencing October 1, 2024 and ending September 30, 2025.
[Chief Financial Officer, Steven Glickman]

This is the first of two public hearings regarding the proposed tax rate for the Town of Addison. The second public hearing will be held on September 10, 2024, at a meeting that commences at 7:00 pm at the Addison Conference Center.

The proposed property tax rate for the Fiscal Year 2025 is \$0.609822 per \$100 of valuation. The proposed rate is made of the following components:

Tax Rate Component	Amount (per \$100 of valuation)
Maintenance & Operations: General Fund	\$0.409905
Maintenance & Operations: Economic Development	\$0.023716
Maintenance & Operations: Infrastructure Investment	\$0.006201
Interest & Sinking (Debt)	\$0.170000
Total Proposed Rate for the FY 2025	\$0.609822

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

Tax Rate	Definition
No-New Revenue Tax Rate	The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for Town of Addison from the same properties in both the 2023 tax year and the 2024 tax year.
Voter-Approval Tax Rate	The voter-approval tax rate is the highest tax rate that Town of Addison may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for Town of Addison exceeds the voter-approval tax rate for Town of Addison.
De Minimis Rate	The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for Town of Addison, the rate that will raise \$500,000, and the current debt rate for Town of Addison.

Notice of this public hearing was published in the Dallas Morning News on August 23, 2024. Included with this agenda item is a copy of the publication notice.

The proposed budget recommends a property tax rate of \$0.609822 per \$100 valuation, which exceeds the no-new revenue tax rate. This proposed rate is the same rate that was adopted for fiscal years 2023 and 2024.

The average taxable home value for the Town of Addison is \$474,475, which generates a tax bill of \$2,893.45. Last year, the average taxable home value was \$426,338 which generated a tax bill of \$2,599.90. The average single-family residential taxpayer would pay about \$293.55 more in property taxes than last year. Individual taxes may increase or decrease depending on the change in the taxable value of each property.

Of the total tax rate, \$0.439822 is dedicated to maintenance and operations, which is a decrease of over one cent from the Fiscal Year 2024 tax rate for maintenance and operations, and \$0.170000 is dedicated to debt service payments. The debt service portion of the tax rate is increasing due to the issuance of Certificates of Obligations and loans from the State Infrastructure Bank which are replacing funding that was approved by voters in the 2019 Bond Election at a lower borrowing cost.

The City Council is scheduled to consider adoption of the proposed tax rate and budget on September 10, 2024, during a meeting of the Council to be held at the Addison Conference Center at 7:00 pm.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

Mayor Arfsten closed the Public Hearing.

3. 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 salutory 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.

4. Adjourn Meeting.

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 7:48 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

To: Mayor and Council Members

From: Mary Dolan

3155 Lockmoor Lane

Dallas, TX 75220

Re: Water Tower Theatre

Logistically, the theatre and its offices, storage area, green room, costume storage space, box office, etc. should all be located in the same area as the theatre. It does not make any sense for their offices, etc. to be located elsewhere. Other local theatre's have all of their office, etc. located at the same place at the theatre.

There has been some conversation about cutting the funding to the theatre and then make them move some place else. That means the theatre would have to absorb the cost of renting another facility.

The Water Tower Theatre has always been known as a "creative" one. That means not using an auditorium type of seating all of the time. What makes this theatre so unique is that the seating can be arranged to fit the kind of play they are producing.

I hope you will consider my thoughts before you vote on this.

Thank you for your time.

Mary Dolan

Former Town Council Member

City Council (FY24)

4. b.

Meeting Date: 09/24/2024

Department: City Manager

AGENDA CAPTION:

Consider action on the Minutes from the September 10, 2024 City Council Meeting.

BACKGROUND:

The minutes for the September 10, 2024 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - September 10, 2024 City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 10, 2024

**Addison Conference Centre
15650 Addison Road, Addison, TX 75001
6:00 PM Work Session -Acacia Room
7:00 PM Regular Meeting – Buckthorn & Sycamore Rooms**

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

WORK SESSION

The Addison City Council will convene the Work Session in the Acacia Room at 6:00 PM

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

Mayor Arfsten called the meeting to order in the Acacia Room at 6:00 PM.

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

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

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

a. **Council Questions and Answers**

4. **Work Session Reports**

a. **Present and discuss the format for the Town Meeting on October 29, 2024.**

[Director of Marketing & Tourism, Mary Rosenbleeth]

Director of Marketing and Tourism Mary Rosenbleeth presented an update on the upcoming Fall Town Meeting. Town Meetings are held twice a year in the spring and fall. This year, the fall meeting is scheduled for October 29, 2024, at 7:00 pm at the Addison Conference Centre.

Ms. Rosenbleeth provided information regarding the format and topics for the presentation. Council was asked to select their respective topics for presentation at the meeting.

b. **Present and discuss a preview of Addison Oktoberfest 2024.**

[Director of Special Events & Theatre, Abby Morales]

Director of Special Events & Theatre Abby Morales presented a preview of the 2024 Addison Oktoberfest planned for Thursday, September 19th through Sunday, September 22nd at Addison Circle Park.

For more than 36 years, people have donned dirndls and lederhosen for four days of revelry in German culture, food, music and bier. Attendees can experience the sound of polka bands and other traditional entertainers on multiple stages in Addison Circle Park, and participate in special games for bier lovers, kids of all ages, dachshunds and more.

Mayor Arfsten closed the Work Session at 6:22 PM.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:00 PM in the Addison Conference Centre Council Chambers - Buckthorn/Sycamore Rooms.

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

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

b. **Proclamations / Presentations**

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

b. **Employee Recognition**

- Human Resources: Human Resources Director, Ashley Wake introduced HR Learning & Development Coordinator – Emily Watson.

c. **Public Comment.** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card*

and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

No citizens requested to address the City Council during the Public Comment period.

The following citizen submitted an email for the public comment period and was acknowledged by Mayor Arfsten:

- Tricia Stuart, 15755 Seabolt Place – this email regarding support for public safety for the 23rd anniversary of the 9/11 tragedy is attached to the minutes.
- d. **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 August 27, 2024 City Council Meeting.**
 - b. **Resolution No. R24-069: Consider action on a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division, regarding its 2024 Rate Review Mechanism Filing.**
 - c. **Resolution No. R24-070: Consider action on a Resolution to approve a change order to the agreement between the Town of Addison and Sgt. Poopers, LLC. for pet waste removal services providing for an increase of \$8,970 to the contract price and a revised total contract price of \$61,000; authorizing the City Manager to execute the change order and provide an effective date.**
 - d. **Resolution No. R24-071: Consider action on a Resolution authorizing and ratifying emergency storm debris cleanup expenditures arising out of the May 28, 2024 severe storm event that produced hurricane-force winds, rain and hail throughout the Town in an amount not to exceed \$150,000; and authorizing the City Manager to administer the emergency storm debris cleanup and provide an effective date.**

Council Member DeFrancisco pulled item §4 - CONSENT AGENDA (c) for separate discussion and consideration.

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

MOTION: Council Member DeFrancisco moved to approve §4 - CONSENT AGENDA (c) as presented. Council Member Willesen seconded the motion. Motion carried unanimously.

5. Public Hearings

- a. **Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school**

building. Case 1916-SUP/Greenhill Athletic Performance Center. (POSTPONED)

[Director of Development & Neighborhood Services, Lesley Nyp]

Administration recommended postponing consideration of this request to the September 24, 2024 City Council Meeting.

Mayor Arfsten postponed this item to the September 24, 2024 City Council Meeting as requested. No action was taken.

- b. **Ordinance No. 024-039: Hold a public hearing, present, discuss, and consider action on an Ordinance of the Town of Addison, Texas approving and adopting the Annual Budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025 and making appropriations for each office, department, agency and project of the Town, providing that expenditures for said Fiscal Year shall be made in accordance with the adopted budget, unless otherwise authorized by an Ordinance adopted by the City Council, and providing for emergency expenditures and expenditures as otherwise allowed by law.**

[Chief Financial Officer, Steven Glickman]

This was the second public hearing regarding the Town of Addison's Annual Budget for Fiscal Year (FY) 2025. The proposed FY 2025 budget requests an appropriation of \$114,733,281 consisting of \$102,924,148 for operating expenditures, \$10,447,675 for capital improvements, \$972,958 for transfers, and \$388,500 for one-time decision packages. Listed below is a breakdown of funds:

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Stormwater	3,308,001
Combined Replacement	3,280,600
Combined Grants	20,000
Combined Special Revenues	5,569,545
Total	\$114,733,281

Significant items in the proposed operating budget include:

- Revenues for all funds total \$108,417,636 an increase of \$0.51 million compared to the FY 2024 budget. Primary revenue sources are property tax (\$37.93 million), sales tax (\$16.17 million), hotel occupancy tax (\$5.35 million), interest and other income (\$5.66 million), rental income (\$5.90 million), and service fees (\$28.68 million).
- Staffing level of 322.6 Full-time Equivalent (FTE) positions. This is an increase of 3.3 FTE's over FY 2024.

- An employee compensation pool of 4% is included in the proposed budget as well as an increase of 5% for health insurance.

Significant decision packages include:

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The FY 2025 proposed five-year capital improvements budget totals \$51.02 million. Significant projects include:

- Vitruvian West Streetscape and Bella Lane Extension (\$0.90 million)
- Improvements to Existing Buildings (\$0.62 million)
- Keller Springs Reconstruction (\$8.00 million)
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- Airport Road Reconstruction (\$3.40 million)

- North Texas Emergency Communications (NTECC) Facility (\$0.20 million)
- AAC Outdoor Pool Restrooms/Perimeter Fence Renovations (\$0.60 million)
- Westgrove & Quorum Bicycle Lanes and Airport Viewing Area (\$0.56 million)
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- Service Center Lobby Renovations (\$0.23 million)
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- Conference Center Renovations (\$1.50 million)
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- Celestial Pump Station Bathroom Addition (\$0.05 million)
- Addison Circle Tower Driveway (\$0.23 million)
- Reconstruction of Jimmy Doolittle Drive (\$1.00 million),
- Eastside Airport Service Road Reconstruction (\$1.49 million),
- Airport Regulated Garbage Utility Building (\$0.28 million),
- Airport Fuel Storage Expansion (\$3.37 million)
- 4533 Glenn Curtiss (U2) Road Replacement (\$0.15 million).

Texas Local Government Code (LGC) Sec. 102.006 requires the governing body of a municipality to hold a public hearing on the proposed budget and provide for public notice of the date, time, and location of the hearing. This notice was published in the Dallas Morning News on Friday, August 23, 2024.

The Fiscal Year 2025 proposed budget can be found at the following link on the Town's website: <https://addisontexas.net/finance/budget>.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

Mayor Arfsten closed the Public Hearing.

MOTION: Mayor Pro-Tempore Gardner moved to approve Ordinance No. O24-039 adopting the FY2024 -2025 Budget as presented. Deputy Mayor Pro-Tempore Craig seconded the motion. Roll call vote was conducted by City Secretary Garcia as follows:

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

Motion carried unanimously.

c. Ordinance No. O24-040: **Hold a public hearing, present, discuss, and consider action**

on an Ordinance to levy taxes for the Town of Addison, Texas, and to fix and adopt the tax rate of \$0.609822 for the Town on all taxable property for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025.

[Chief Financial Officer, Steven Glickman]

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

The proposed property tax rate for the Fiscal Year 2025 is \$0.609822 per \$100 of valuation. The proposed rate is made of the following components:

Tax Rate Component	Amount (per \$100 of valuation)
Maintenance & Operations: General Fund	\$0.409905
Maintenance & Operations: Economic Development	\$0.023716
Maintenance & Operations: Infrastructure Investment	\$0.006201
Interest & Sinking (Debt)	\$0.170000
Total Proposed Rate for the FY 2025	\$0.609822

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

Tax Rate	Definition
No-New Revenue Tax Rate	The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for Town of Addison from the same properties in both the 2023 tax year and the 2024 tax year.
Voter-Approval Tax Rate	The voter-approval tax rate is the highest tax rate that Town of Addison may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for Town of Addison exceeds the voter-approval tax rate for Town of Addison.
De Minimis Rate	The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for Town of Addison, the rate that will raise \$500,000, and the current debt rate for Town of Addison.

Notice of this public hearing was published in the Dallas Morning News on August 23, 2024 and August 29, 2024.

The proposed budget recommends a property tax rate of \$0.609822 per \$100 valuation, which exceeds the no-new revenue tax rate. This proposed rate is the same rate that was adopted for fiscal years 2023 and 2024.

The average taxable home value for the Town of Addison is \$474,475, which generates a tax bill of \$2,893.45. Last year, the average taxable home value was \$426,338 which generated a tax bill of \$2,599.90. The average single-family residential taxpayer would pay about \$293.55 more in

property taxes than last year. Individual taxes may increase or decrease depending on the change in the taxable value of each property.

Of the total tax rate, \$0.439822 is dedicated to maintenance and operations, which is a decrease of over one cent from the Fiscal Year 2024 tax rate for maintenance and operations, and \$0.170000 is dedicated to debt service payments. The debt service portion of the tax rate is increasing due to the issuance of Certificates of Obligations and loans from the State Infrastructure Bank which are replacing funding that was approved by voters in the 2019 Bond Election at a lower borrowing cost.

Mayor Arfsten opened the Public Hearing. No citizens requested to address the Council.

Mayor Arfsten closed the Public Hearing.

MOTION: Council Member Willesen moved to approve Ordinance No. O24-040 adopting the FY2024 -2025 tax rate as presented. Council Member DeFrancisco seconded the motion. Roll call vote was conducted by City Secretary Garcia as follows:

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

Motion carried unanimously.

6. Items for Individual Consideration

- a. **Ordinance No. O24-041: Present, discuss, and consider action on the Fiscal Year 2024-25 Property Tax Revenue Ratification Ordinance.**

[Chief Financial Officer, Steven Glickman]

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

This Ordinance ratifies the property tax revenue increase as reflected in the Fiscal Year 2024-25 Budget by adding the following statement:

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$1,857,704 OR 5.12%, AND OF THAT AMOUNT \$417,004 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

MOTION: Mayor Pro-Tempore Gardner moved to approve Ordinance No. O24-041 ratifying the FY2024 – 2025 property tax revenue. Council Member Liscio seconded the motion. Motion carried unanimously.

- b. Ordinance No. O24-042: Present, discuss, and consider action on an Ordinance amending Chapter 82 (Utilities), Section 82-76, Section 82-77, and Section 82-79.2 of the Code of Ordinances of the Town by amending sewer rates, water rates, and form of security deposits for all customer classifications and providing that the changes to the sewer rates and water rates made herein shall be applied to monthly customer bills beginning with the November 2024 billing cycle.

[Chief Financial Officer, Steven Glickman]

An update to the utility rate model for fiscal years 2024-2028 was adopted by Council on July 12, 2022. Staff reviews this utility rate model on an annual basis to ensure the rate adjustments are appropriate. The utility rate model anticipated a 5.5% increase for fiscal year 2025, which is what is included in the FY 2025 budget.

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

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

Consumption	Existing	New Rate (10/1/24)	% Increase
5,000 gallons	\$67.14	\$70.83	5.5%
8,000 gallons	\$98.73	\$104.16	5.5%
10,000 gallons	\$119.79	\$126.38	5.5%

The specific rates for each customer class are listed in the ordinance.

Additionally, the ordinance proposes to eliminate surety bonds as an approved form of security deposit for utility service.

MOTION: Deputy Mayor Pro-Tempore Craig moved to approve Ordinance No. O24-042 amending sewer rates, water rates, and form of security deposits for all customer classifications. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

- c. Ordinance No. O24-043: Present, discuss, and consider action on an Ordinance providing for the issuance of Town of Addison, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2024; levying a tax in payment thereof; prescribing the form of said certificates; approving and awarding the sale of the

certificates; authorizing the execution and delivery of a paying agent/registrar agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this Ordinance.

[Chief Financial Officer, Steven Glickman]

At the City Council Meeting on July 23, 2024, the Council passed a Resolution giving Notice of Intention to Issue Certificates of Obligation. This Ordinance provides for the Town's issuance of Certificates of Obligation in an amount not to exceed \$10,700,000; that amount encompasses the following:

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

The Town of Addison maintained an underlying bond rating of "AAA" from Standard and Poor's and an "Aaa" from Moody's.

MOTION: Council Member Willesen moved to approve Ordinance No. O24-043 providing for the Town's issuance of Certificates of Obligation in an amount not to exceed \$10,700,000. Council Member Liscio seconded the motion. Motion carried unanimously.

- d. **Ordinance No. O24-044: Present, discuss, and consider action on a request granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Austin's Bar B Que, located at 16101 Addison Road, in order to allow three murals on portions of the east and south facades and to allow multiple signs per facade on the east and south facades. (Case MR2024-06/16101 Addison Road - Austin's Bar B Que).**

[Director of Development & Neighborhood Services, Lesley Nyp]

The applicant, Austin's Bar-B-Que, has requested a Meritorious Exception to the Town's Sign Ordinance in order to complete three murals on portions of the east and west facades of an existing restaurant building, located at the northwest corner of Addison Road and Keller Spring Road.

The proposed mural is defined as an attached sign by the Town's sign ordinance. With the murals encompassing an effective area of 285 square-feet (Sign A: 9 feet tall and 18 feet wide, Sign B: 3.75 feet tall and 12 feet wide, and Sign C: 6.85 feet tall and 11.33 feet wide), this sign is well in excess of the area requirements prescribed for attached signs. Additionally, the maximum number of signs per facade would be exceeded with the addition of the murals on the east and west facades. The

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

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

The proposed murals are not commercial in nature, and instead highlight elements commonly associated with Texas, including a Texas longhorn. The proposed murals would be located on the east and south facades of the existing one-story restaurant, visible from Addison Road and Keller Spring Road.

Staff believes that the proposed mural constitutes art that makes a positive contribution to the visual environment of the surrounding area, meeting the Meritorious Exception approval criteria.

MOTION: Deputy Mayor Pro-Tempore Craig moved to approve Ordinance No. O24-044 approving a Meritorious Exception to the Town's Sign Ordinance for Austin's Bar-B-Que. Council Member DeFrancisco seconded the motion. Motion carried unanimously.

- e. Ordinance No. O24-045: Present, discuss, and consider action on an Ordinance of the Town of Addison approving a Developer Participation Agreement with RR Investment, Inc. for the construction of certain public improvements within Addison Airport to include a portion of the airport vehicle service road and aircraft apron; providing for the City's participation in the costs to be in conformance with Chapter 212 of the Texas Local Government Code in an amount not to exceed \$1,175,000.00; authorizing the City Manager to execute the agreement; and providing an Effective Date.

[Addison Airport Director, Joel Jenkinson]

Airport management proposed that the Town enter into a Developer Participation Agreement ("Contract") provided for under Subchapter C, Chapter 212, Tex. Loc. Gov. Code ("Chapter 212") with RR Investment, Inc. ("RRI") to reconstruct a portion of the Airport Vehicle Service Road at Addison Airport.

On May 23, 2024, the Town and RRI entered into and made effective a 4.05-acre ground lease at 4550 Jimmy Doolittle Drive at Addison Airport ("Lease Premises"). As part of the ground lease, RRI agreed to construct nearly 2.5 acres of new heavy aircraft concrete apron.

Adjacent to the Lease Premises' west boundary, fronting the airport's flight line, is a section of the airport's vehicle service road. This road serves as the airport's primary on-airport vehicle access for the general aviation public. However, the airport vehicle service road abutting the RRI Lease Premises is in a failed condition and needs to be replaced.

Without having to comply with the statutory competitive sealed bidding procedures, the Town may contract with a developer to construct public improvements following the provisions of Chapter 212, provided the Town's share does not exceed 30% of the total project costs (excluding town-requested upgrades). Accordingly, the Town and RRI have agreed to the terms of a Developer's Participation Agreement, consistent with the requirements of Chapter 212, where RRI will use their design professional and contractor to construct the RRI aircraft apron and the vehicle service road as a combined project. The engineer's estimate of probable cost for the combined project is \$6,479,000, with the Town's share not to exceed \$1,175,000, or approximately 18% of the total project costs. Should the contract price exceed 110% of the total engineer's probable cost, RRI, and the Town will cooperate to reduce the project scope as needed or terminate the contract, as the case may be.

The benefits of approving the Developer Participation Agreement include:

- Improvement of the airport's infrastructure.
- Economies of scale can be recognized with the larger combined project scope of work and required quantities of materials.
- Constructing the aircraft apron and vehicle service road as one project will cause less disruption to aeronautical operations.

The Town's portion of the project costs will be paid from the Airport Enterprise Fund.

The Developer Participation Agreement was reviewed by the city attorney, who found the form acceptable for the Town's purposes.

MOTION: Mayor Pro-Tempore Gardner moved to approve Ordinance No. O24-045 approving a Developer Participation Agreement with RR Investments, Inc. Council Member Liscio seconded the motion. Motion carried unanimously.

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.

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:27 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

City Council Public Comment Form

Submitted on 10 September 2024, 1:20PM

Receipt number 5

Related form version 7

Acknowledged

Meeting Date 09/10/2024

I wish to speak during: Public Comment (at the beginning of the meeting)

Which Agenda Item #?

If you do not wish to speak, you may provide comments here

Hello! Can you please read this out loud at the citizen comment time?
Thank you!
Dear Mr. Mayor, Council Members, City Manager, Assistant Managers, and Town Staff,
Tomorrow is a day of reflection and remembrance. Personally, it's a day where I have deep gratitude for those who answer the call to be first responders. Remembering those lives lost and forever changed on 9/11, as well seeing as the daily news of the world we live in – hits me hard to think of the danger that they bravely accept as a job. To dedicate your life to others - to put your own life in danger and make sacrifices affecting your own family - is a calling that not all can answer.
In Addison we are beyond blessed to have THE MOST AMAZING first responders in our police and fire departments. Based on the conversations and experiences I have had over many years - I confidently speak not only for Addison homeowners but also for the businesses – the taxpayers, the residents, and the over 100,000 visitors a day – we are all extremely grateful for the response time, the care, and the hard work of those who took a solemn vow to protect our town. It is beyond exemplary and the reason why so many people do want to call Addison home, establish their business here, or visit with their family and friends.
I hope the budget and all budgets going forward will prioritize not only what the fire and police departments need to keep us safe - but also the salaries and well-being of all first responders who put their lives on the line for our safety. It is the least we can do for their sacrifices. I will never forget. And I know you won't either.

Name Tricia Stuart

Street 15755 Seabolt Place

City Addison

State TX

Zip 75001

Phone Number	3038863010
Email	tricia.stuart@sbcglobal.net

If you represent a group or organization, please list it below.

City Council (FY24)

4. c.

Meeting Date: 09/24/2024

Department: General Services

Key Focus Areas: Public Safety
Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action to approve the Fire Station #1 Restroom Remodel Project budget in a total project budget amount not to exceed \$115,400 (consisting of \$31,900 with Gutter Solutions for the female restroom remodel, \$47,500 with Gutter Solutions for the male restroom remodel, \$16,000 with United Rentals for rental of a portable restroom trailer, and \$20,000 for an owner's contingency).

BACKGROUND:

The restrooms for the firefighters at Fire Station #1 are in need of minor repairs and major updates. The remodeling work will be divided into two separate projects because we can not take both restrooms out of service at the same time and still operate the facility. While we will have a temporary restroom trailer with shower and toilet facilities, we do not have the infrastructure or room on the site to have separate male and female temporary facilities. By separating the two restroom remodels, we are able to leave one restroom in service while using the temporary trailer for the staff whose restroom is being remodeled. Once the first restroom remodel is done, the second restroom will be taken out of service and that staff will use the temporary trailer.

This project was not formally put out to bid directly by the Town of Addison. This vendor, Gutter Solutions, 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 the proposed vendor through the TIPS Purchasing Cooperative for several repair and remodel projects in the past year with positive results. The competitive bidding process performed by the purchasing cooperative ensures the Town is paying competitive market prices.

The quotes are as follows (rounded numbers):

Female Restroom = \$31,900

Male Restroom = \$47,500

Temporary Rest Room Trailer \$16,000 (the quote is for 6 weeks)
Owner's Contingency = \$20,000
Total = \$115,400

The scope is to rebuild the female restroom from the walls out, including total replacement of the shower. For the male restroom, the wall tiles will be resurfaced. The floor tiles will be cleaned and grouted. The shower tiles will be repaired and resurfaced. The cabinets will receive new facings and new counter tops. The metal partitions for the urinals and toilets will be replaced. The room will be painted, and the light fixtures brought up to date. We are reusing the existing fixtures in the men's restroom. The finished product will be much lighter, brighter, and updated. It is not a total rebuild. Due to limitations in funding and the need to comply with accessibility standards for a full remodel, we have opted for a more conservative approach to the project.

The funding for this project will be requested as a mid-year budget adjustment from the Self Funded Special Project Fund. Savings from the FY24 Budget year will cover the cost.

RECOMMENDATION:

Administration recommends approval.

City Council (FY24)

4. d.

Meeting Date: 09/24/2024

Department: Parks & Recreation

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

AGENDA CAPTION:

Consider action on a Resolution approving a three-year agreement with DFW Holiday Kings for turnkey holiday lighting services for Addison Circle Park in an amount not to exceed \$76,808.42 for the first annual term and \$69,915.05 for each renewal and providing an effective date.

BACKGROUND:

At the August 13, 2024 Council meeting, staff presented a proposal for a holiday tree and lighting in Addison Circle District. This initiative was prompted by numerous requests from the community to reinstate the holiday tree and tree lighting ceremony, which had previously been located at Beckert Park until 2018.

The presentation included several options for the Council's consideration:

- **Installing a 32' "twinkly" tree** with addressable LED lights at the Addison Circle Park Plaza.
- **Adding a 6' tall branded tree base** around the tree to help deter vandalism.
- **Hosting a Tree Lighting Ceremony** on December 6, 2024.
- **Installing additional decorations** in the Addison Circle Park Plaza.
- **Offering carriage rides** around Addison Circle District on select nights.
- **Encouraging local businesses** to participate with lighting, decorations and holiday specials.
- **Adding uplights** in medians at select locations where streetscape trees are not wrapped with holiday lights.

Council directed staff to move forward with the plans, which were estimated to cost \$103,600. As a result, an agreement for the 32' holiday tree, 6' tall branded base, accessory decorations, and streetscape tree uplights is being brought forward for Council consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Holiday Lights

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A THREE (3) YEAR ANNUAL AGREEMENT WITH DFW HOLIDAY KINGS FOR TURNKEY HOLIDAY LIGHTING SERVICES FOR ADDISON CIRCLE PARK IN AN AMOUNT NOT TO EXCEED \$76,808.42 FOR THE FIRST ANNUAL TERM AND \$62,040.05 FOR EACH RENEWAL TERM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to authorize an annual agreement with DFW Holiday Kings for turnkey holiday lighting services for Addison Circle Park.

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 DFW Holiday Kings for turnkey holiday lighting services in an amount not-to-exceed of \$76,808.42 for the first annual term and \$62,040.05 for each renewal term, 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 **24th** day of **SEPTEMBER**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, Interim City Secretary

EXHIBIT A

CONTRACT SERVICES AGREEMENT Holiday Lighting Services for Addison Circle Park

This Contract Services Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City"), and **DFW Holiday Kings** ("Contractor") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS

WHEREAS, City desires to engage Contractor 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, Contractor 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 notice to proceed by City, Contractor agrees to provide the necessary services, labor, materials, equipment and supplies related to the services, being more fully described herein and pursuant to Contractor's Proposal attached hereto as **Exhibit A**, together with the Contract Documents (collectively, the "Scope of Services"), Contractor shall not be entitled to any claim for extra services, additional services or changes in the services, except as expressly authorized in writing in advance by City.

Section 2. Term of Agreement

The term of this Agreement shall become effective as of the date of last signature hereof (the "Effective Date") and shall remain in effect for a period of one year (the "Initial Term"), unless sooner terminated as provided in this Agreement. The parties may, upon mutual written agreement, renew this Agreement for up to two additional one (1) year periods (each a "Renewal Term"). City may, in its sole discretion, extend the term hereof as necessary to allow Contractor to complete work on any uncompleted services authorized by City prior to the expiration of this Agreement.

Section 3. Contract Documents

This Agreement is a part of the "Contract Documents", which include:

- (1) This Agreement, including all exhibits and addenda hereto;
- (2) City's bid and specifications for the services;
- (3) City's written notice(s) to proceed to the Contractor;
- (4) Properly authorized change orders;
- (5) Contractor's Proposal (**Exhibit A**); and
- (6) Any other materials distributed by the City that relate to the services.

In the event there exists a conflict between any term, provision and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section. If

discrepancies are found that may impact construction of the services, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the services. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the services, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the services.

Section 4. Contractor's Obligations

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

(b) Standard of Care. Contractor shall perform the services with the skill and care ordinarily provided by competent Contractors practicing in the same or similar locality and under the same or similar circumstances and Contractor licenses. Contractor shall be responsible for the Contractor quality, technical accuracy, and the coordination of all services 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 City, such revisions to the services as may be required to meet the needs of City and which are within the Scope of Services.

(c) City Directives. Contractor shall comply with and timely execute the City's directives in all matters related to the operation of the City's special events including, without limitation, operating procedures, security, parking, traffic control, event hours and general customer service matters.

(d) Claims and Complaints. Contractor shall investigate and report to the City, in a manner satisfactory to the City; all complaints and all claims made for loss of or damage to persons or property arising from the services. In the event that any written complaint with respect to Contractor's services under this Agreement is delivered to the Contractor, Contractor agrees that it will deliver a copy of the complaint to the City within twenty-four (24) hours after Contractor's receipt of the complaint. The City reserves the right to respond to such complaint directly.

(e) Additional Services. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

(f) 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 Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(g) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's 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 City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

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

(i) Confidential Information. Contractor 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 Contractor to be confidential and the exclusive property of Contractor. Notwithstanding the foregoing, Contractor 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 Contractor has not notified City of such designation in conformance with this section. Contractor agrees and covenants to protect any and all proprietary rights of City in any materials provided to Contractor. Additionally, any materials provided to Contractor 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 or if instructed to do so by City. In the event City delivers to Contractor information that it has expressly marked "Confidential" or has notified Contractor is confidential or is the proprietary information of a third-party, Contractor 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 in connection with Contractor's performance of the services under this Agreement. Contractor 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.

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

Section 5. Performance Schedule

(b) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Contractor manner in accordance with City's requirements. In the event Contractor's performance of this Agreement is delayed or interfered with by acts of the City or

others, Contractor may request an extension of time in conformance with this Section 5 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

(c) 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 Contractor, unless Contractor 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 Contractor have agreed in writing upon the allowance of additional time to be made.

Section 6. Payment.

(a) Payment Terms. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in general conformance with the fee schedule(s) established in the Contract Documents, subject to changes in the Scope of Services or additional services agreed upon in writing. Unless otherwise agreed by the parties, all payments to Contractor by City shall be based on detailed monthly invoices submitted by Contractor for work performed and accepted by City, less any previous payments. Payment will be due within 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 Contractor when, in the opinion of City, Contractor has not made satisfactory progress on any component of the services described in the Scope of Services

(b) Compensation. Contractor's total compensation for the services under this Agreement shall not exceed \$76,808.42 for the Initial term and \$62,040.05 for each Renewal Term, subject to the parties' mutual written agreement for Contractor to provide additional services in conformance with this Agreement. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Contractor's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect 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 Contractor.

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

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 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 Contractor. In addition to default under Section 7(a) above, Contractor shall be in default under this Agreement if Contractor fails to comply or becomes disabled and unable to comply with the provisions of this Agreement related to Contractor'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 Contractor 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 Contractor except for all services determined by City to be satisfactorily completed prior to termination. Payment for services satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. 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 Contractor.

(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 work strikes, 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 parties 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 Contractor.

(c) Termination Following Request for Modification. Should City require a modification of this Agreement with Contractor, and in the event City and Contractor fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor, in accordance with the terms of this Agreement, for the services reasonably determined by City to be properly performed by Contractor 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 Contractor's receipt of said notice. Should such suspension extend past the expected duration identified by City in its latest notice of suspension, Contractor shall have the right to terminate this Agreement if Contractor if (i) Contractor 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

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

Section 10. Indemnification; Notice.

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page 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 personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.

Section 12. Verifications by Contractor

Contractor'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 Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter;

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

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

Section 13. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, 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 Contractor:

TOWN OF ADDISON, TEXAS

DFW HOLIDAY KINGS

By: _____
David Gaines
City Manager

By: Sean Phoenix

Name: Sean Phoenix

Title: President

Date: _____

Date: 9/18/2024

Notice Address:

Notice Address:

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

807 Oak St
McKinney TX 75069

E: _____

DFW HOLIDAY KINGS

Proposal for Addison Circle Park Holiday Lighting Services

DFW HOLIDAY KINGS service is comprised of the design, installation, and removal of holiday decorations. All lighting and decorations remain the property of the service provider. This is a service agreement only and no goods are being sold.

Lighting and Decorations: DFW HOLIDAY KINGS warrants the quality of our decorations and workmanship as provided below. Should you have any problems with the decorations, we want to correct them as soon as possible. We recommend that you turn the lights on for several hours over the first three to four evenings to test the lighting program. This will allow us to make corrections as soon as possible in order to maximize your enjoyment of the decorations. Repairs needed due to vandalism, extraordinary weather conditions, and customer added lights are not warranted and will be billed as additional services. Power failure or tripping of GFI circuits that occur as a result of inclement weather cannot be the responsibility of DFW Holiday King's. We will perform required service calls to solve these issues, but we cannot be held liable for damage that may occur as a result of acts of nature. Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at no additional charge; this is included in the reinstallation and removal charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and bill service at the appropriate rates. Any additional items requested at the time of service will also will be invoiced accordingly.

Billing Issues and Quality of Service: In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed, are billed at the time of installation, at which time payment is due. This normally would include materials, set up, installation accessories, removal, & boxing of decor. Storage of all decors is included with the service; DFW HOLIDAY KINGS guarantees the quality of all material and workmanship, however any questions regarding the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first.

Seasonal Lighting

Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting, unless otherwise specified. DFW HOLIDAY KINGS can only warrant seasonal lighting for up to 90 days. Product life expectancy should not exceed 90 days when used continuously. Please consult your representative if you are interested in a permanent type of lighting. There is no permanent type of mini lighting or tree lighting available.

Photos

Please note, that unless otherwise agreed upon, DFW HOLIDAY KINGS reserves the right to take photos of our decor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply any financial or other consideration will be given for said use. Further, we reserve the right commercial accounts to state the property name and/or address.

Terms and Conditions: A deposit may be required at the time your order is placed. Full payment for every item and service is due according to the invoice terms on the date of service. In the event payment is not made within terms on invoice, a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed at law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the DFW HOLIDAY KINGS service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event the purchaser fails to make payments as required, your account shall be considered to be in default and the purchaser shall be responsible for costs of collection and reasonable attorneys' fees, as allowed by law. Client will provide all electrical power sources. If a requested item becomes unavailable, DFW HOLIDAY KINGS reserves the right to substitute an item of equal or better quality, subject to customer agreement, or to delete the items off of the installation and invoice. ***Residential clients will be bound by continuing service agreement, meaning that yearly decor services are authorized, unless DFW HOLIDAY KINGS is notified otherwise.***

Installation and Removal: Holiday decorations shall be installed and removed at your request if possible. Clients designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Scope of Services and Fee Schedule:

Description	Quantity	Rate	Year 1	Year 2-3
Turnkey lease of 32' Twinkly tree for Addison Circle	1		\$48,409.19	\$43,568.27
Turnkey price for 6' Riser Stand	1		\$5,724.00	\$5,151.60
Large Ornaments Display	3	\$4,933.41	\$14,800.23	\$13,320.18
Tree uplighting	10		\$7,875.00	
TOTAL			<u>\$76,808.42</u>	<u>\$62,040.05</u>

[End of Exhibit A]

City Council (FY24)

5. a.

Meeting Date: 09/24/2024

Department: Development Services

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school building. Case 1916-SUP/Greenhill Athletic Performance Center.

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on August 20, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a new private school building for an existing private school, Greenhill School, located at 4141 Spring Valley Road, which is currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092.

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 of the request, with the following condition:

- Prior to issuance of a Building Permit for the Athletic Performance Center, Greenhill School shall provide a tree line along the northern property line as shown on the landscape exhibit. This consists of live oak trees, spaced 30 feet on center. Additionally, a landscape plan completed by a licensed design professional shall be submitted prior to removal or installation of any trees.

Attachments

1916-SUP Presentation

Ordinance - 1916 - SUP
1916-SUP Staff Report
1916-SUP Letter of Intent
1916-SUP Plans
1916 - SUP Public Input

**Greenhill School Athletic
Performance Center
Special Use Permit
(1916-SUP)**



ADDISON

Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

LOCATION:

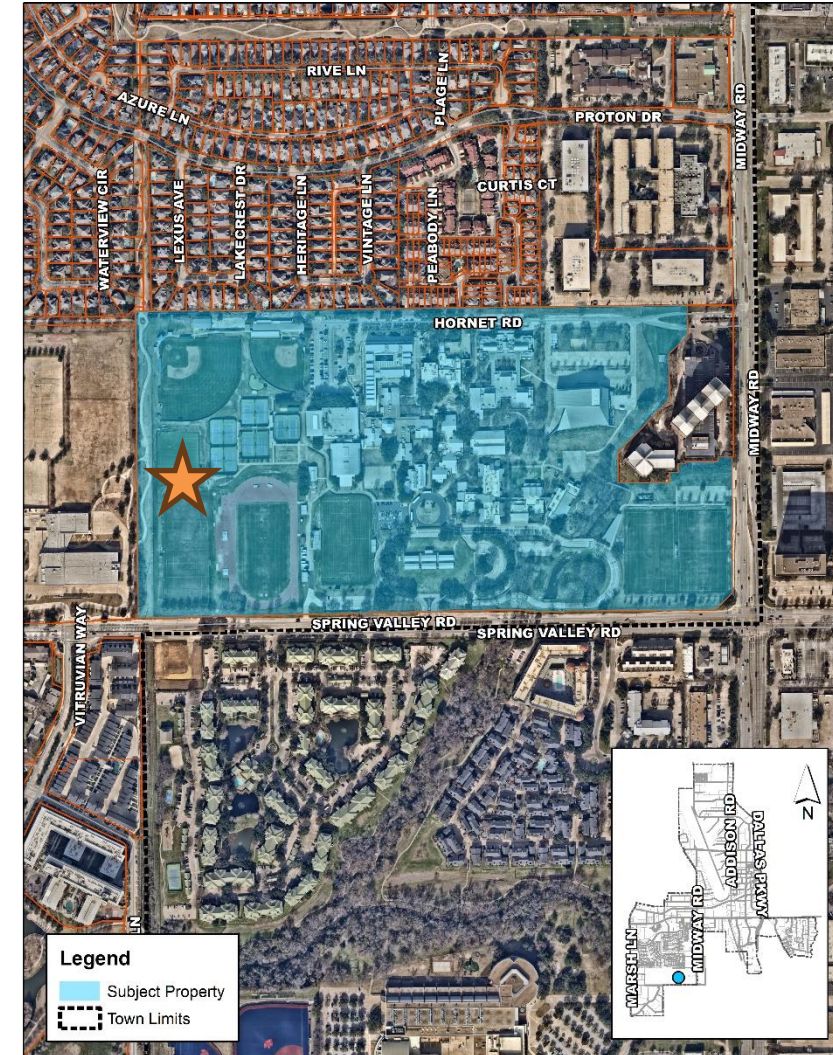
4141 Spring Valley Road

REQUEST:

Approval of a Special Use Permit (SUP) for a new private school building

ACTION REQUIRED:

Discuss, consider, and take action on the an SUP request for a new athletic performance center and associated site improvements at Greenhill School



Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

SITE HISTORY:

- 1959 – Greenhill School established in Addison
- 1984 – Planned Development, Ord. No. 084-092, for southeastern corner of campus
- 1985-2021 – Nine SUP's for Greenhill School for various improvements throughout the campus
- Present – Proposed SUP to allow new Athletic Performance Center

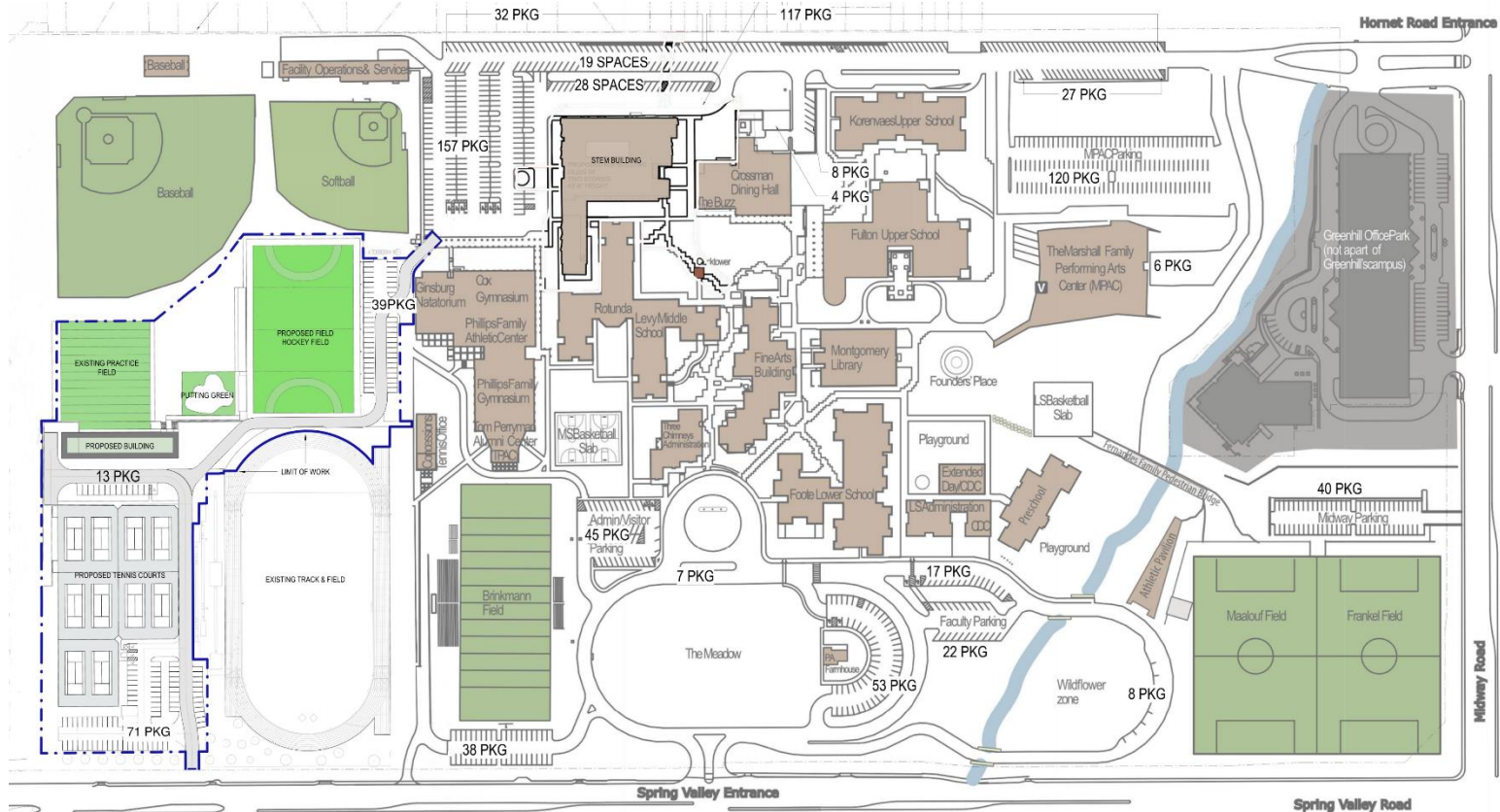


Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

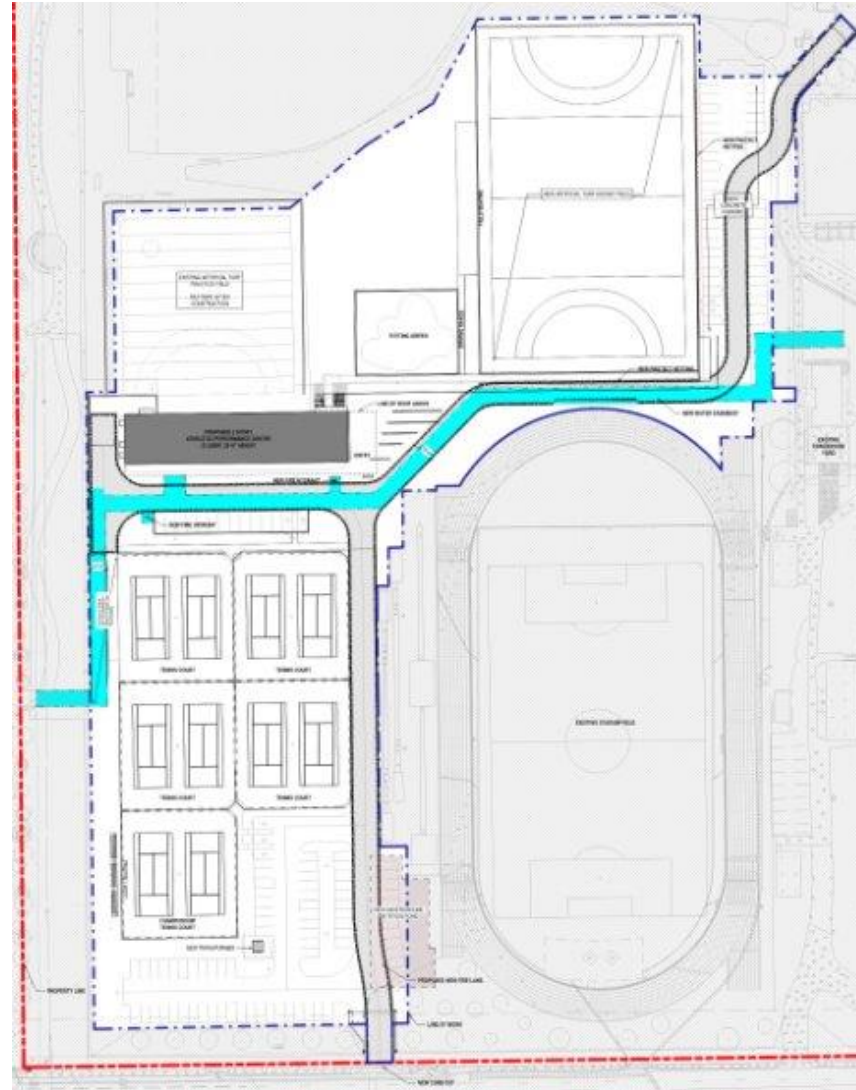
SITE IMPROVEMENTS:

- Two-Story, 21,250 SF Athletic Performance Center
- 123 Surface Parking Spaces
- Outdoor Sports Fields:
 - 5 Tennis Courts (relocated)
 - Field Hockey (relocated)
 - Putting Green
- Emergency Access Connection (*Spring Valley Road to Hornet Road*)



Case 1916-SUP Greenhill Athletic Performance Center

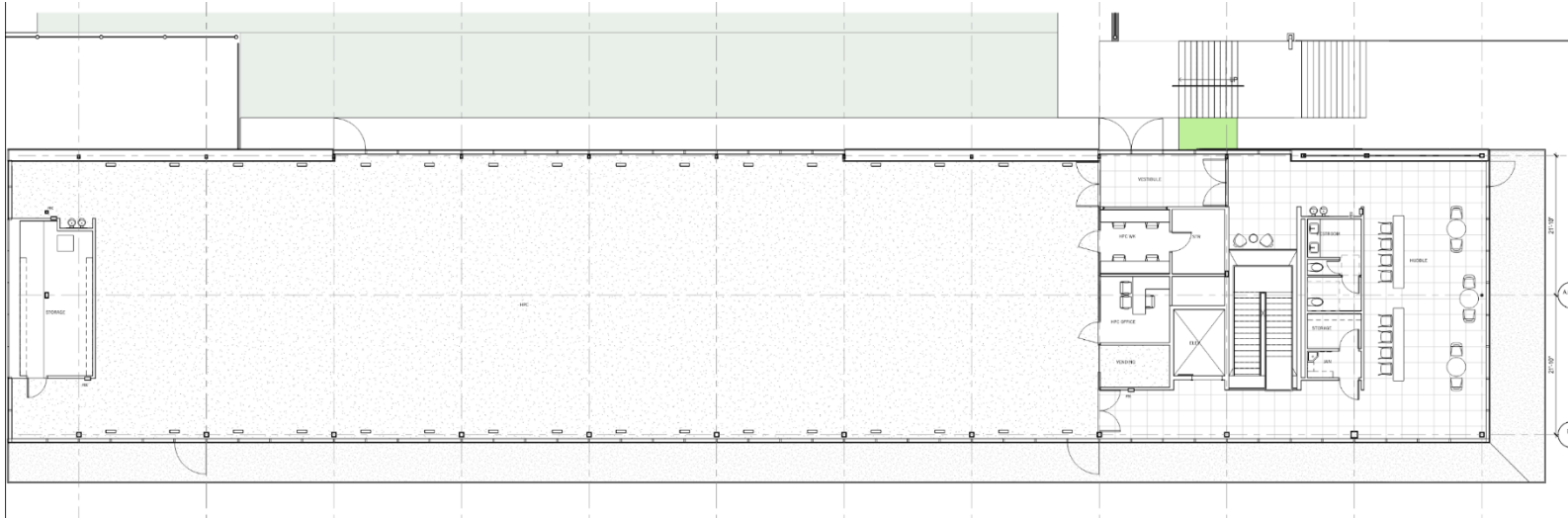
ADDISON



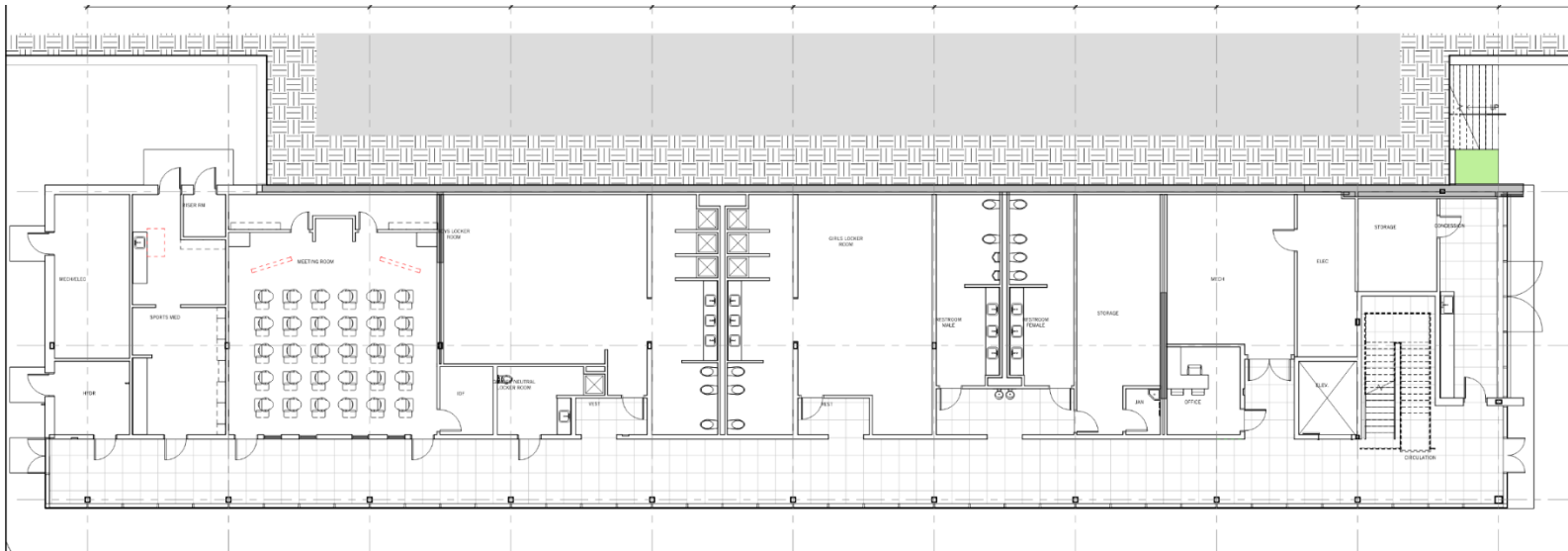
Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

Level 2



Level 1

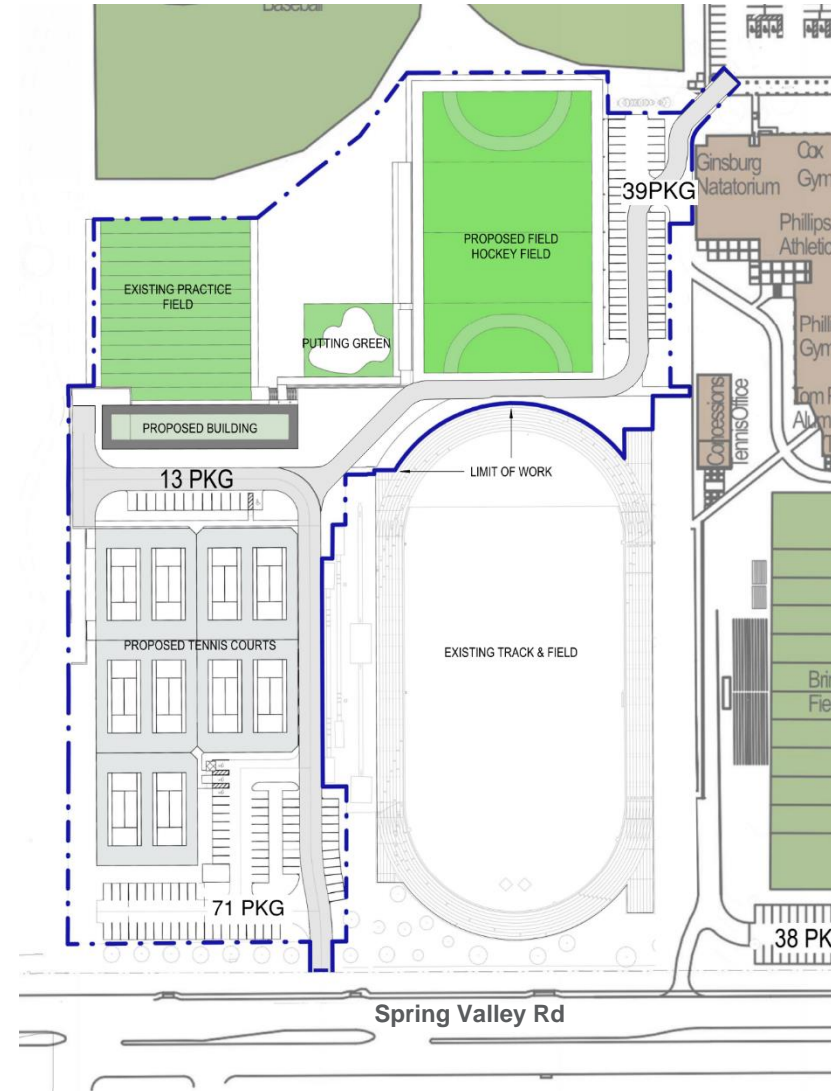


Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

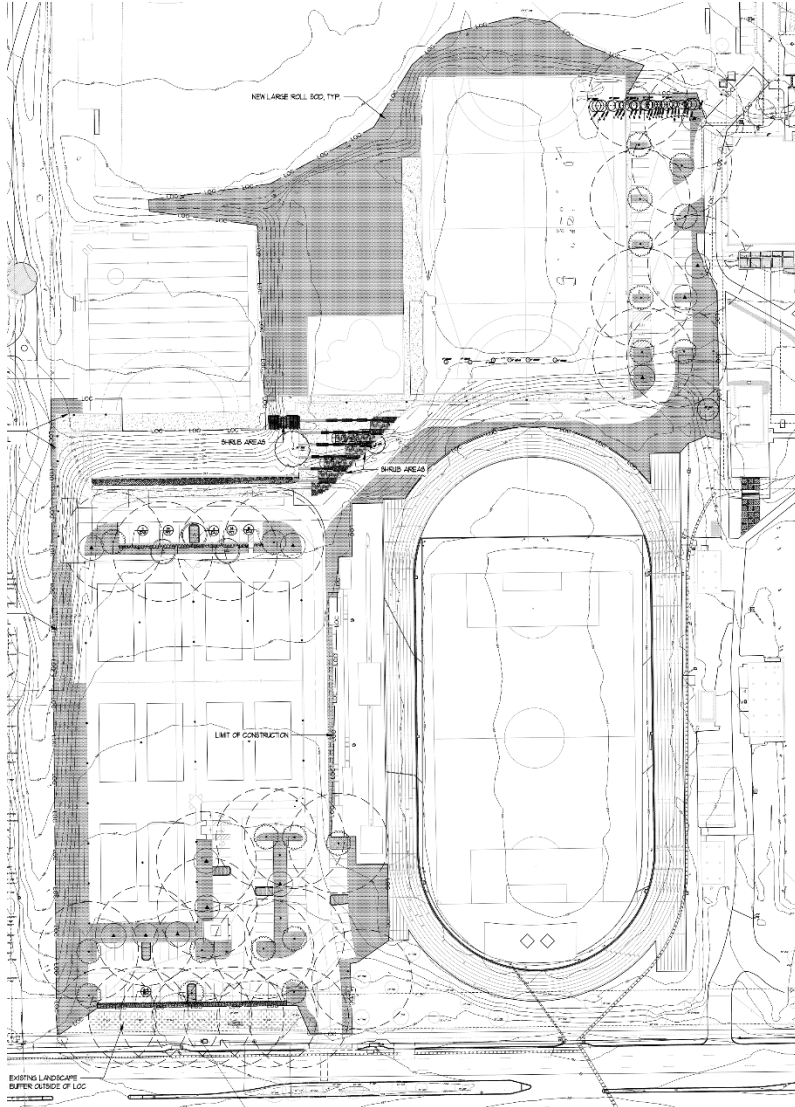
PARKING:

- No modifications are proposed to existing parking. An additional 123 spaces will be provided.
- Performance Center is not anticipated to increase student capacity or increased traffic to the site.
 - Required Parking: 744 spaces
 - Current Parking: 762 spaces
 - Proposed Parking: 885 spaces
- Traffic Impact Analysis (TIA) was completed and did not identify an increase in traffic to the site as the proposal does not increase student capacity.



Case 1916-SUP Greenhill Athletic Performance Center

ADDISON



OPEN SPACE AND LANDSCAPE:

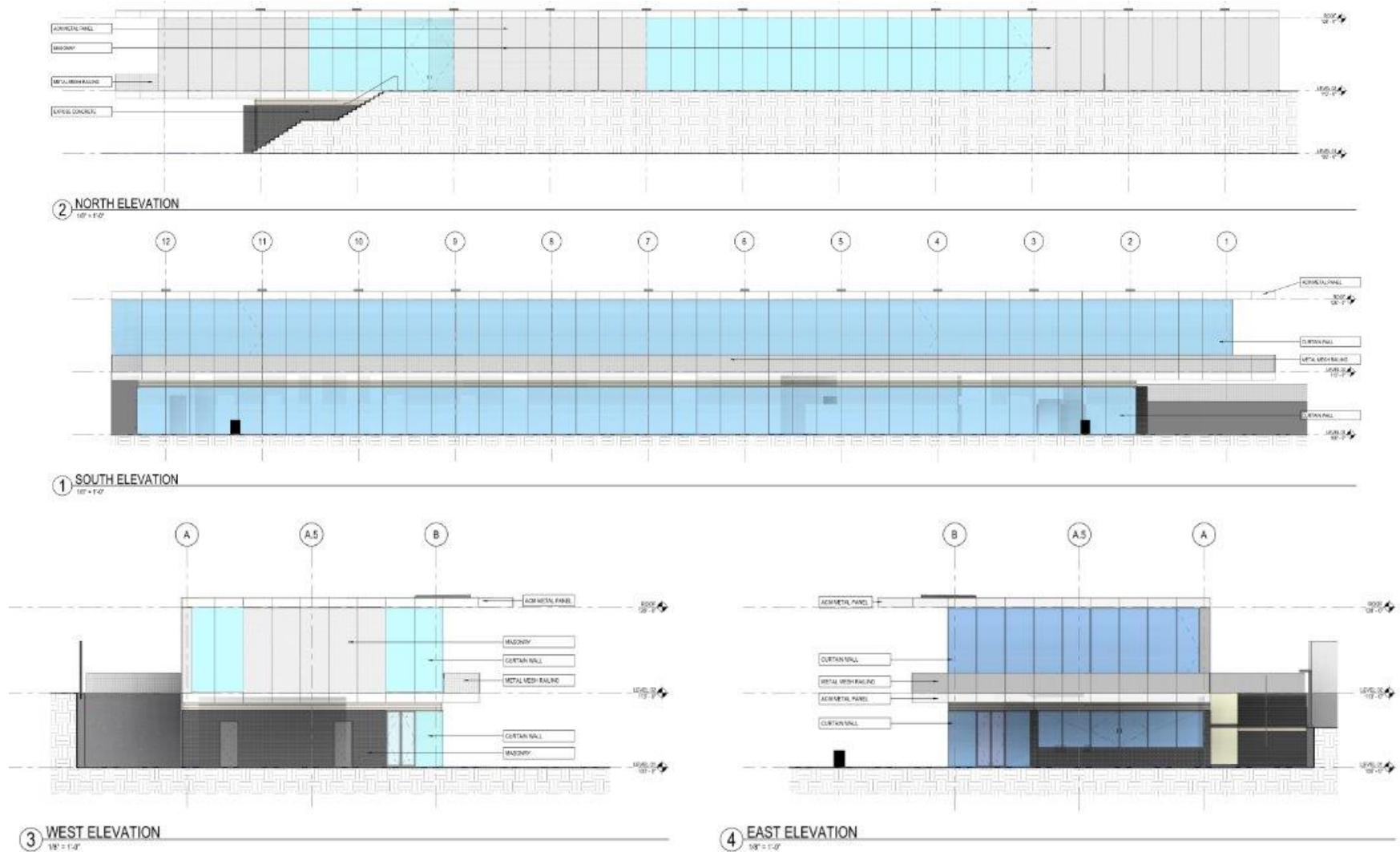
- Within the limit of work, the site has met or exceeded all landscaping requirements
- Tree Mitigation Exceeded on Site
 - 86 caliper inches of protected trees are proposed to be removed, 144 caliper inches will be provided.

Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

EXTERIOR APPEARANCE:

- Facades are compliant with building code materials.
- Materials primarily consist of window glazing with masonry and metal accents.



Case 1916-SUP Greenhill Athletic Performance Center

ADDISON



VIEW FROM EAST



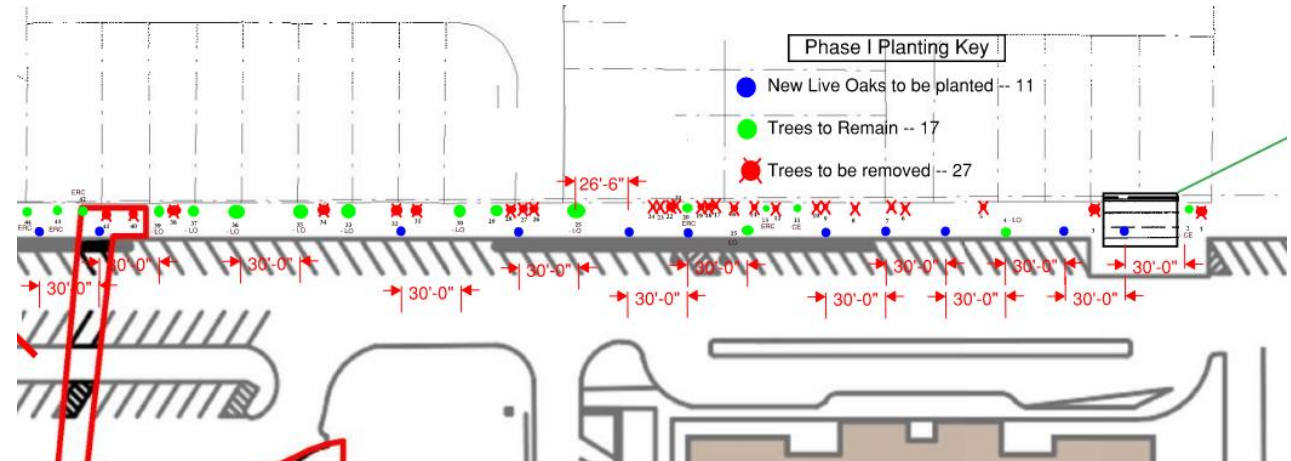
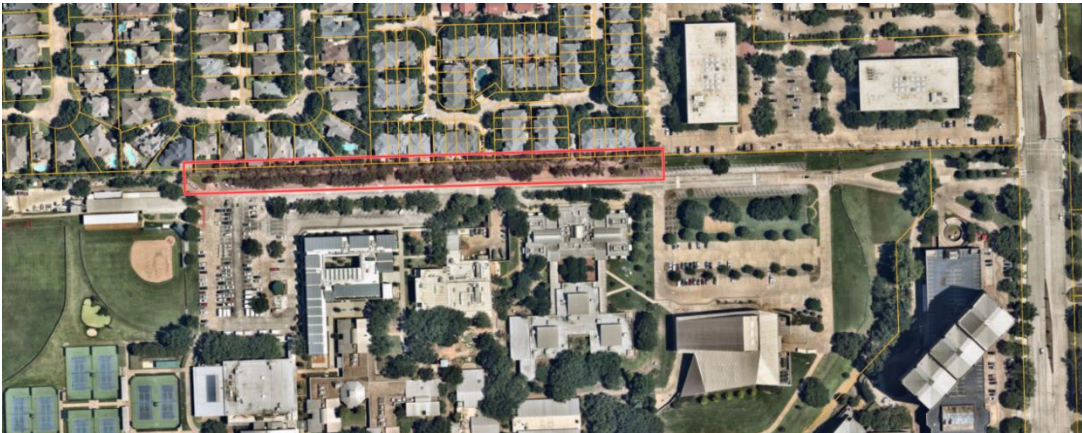
VIEW FROM SOUTHEAST

Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

CODE COMPLIANCE:

- Greenhill has been working with Town staff and adjacent residents to find a solution for an existing code compliance issue related to the required tree buffer along the northern property line. Greenhill organized a neighborhood meeting on August 28th to discuss possible solutions given the constraints caused by underground and overhead utilities.
- Greenhill has agreed to remove the existing hackberry trees, which are in poor health, and replant 11 new live oak trees, spaced 1 tree every 30 feet (on center).
- Compliance is planned for late fall to ensure greatest likelihood for survival of the new trees.



Case 1916-SUP Greenhill Athletic Performance Center

ADDISON

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 85

FOR: None.

AGAINST: None.

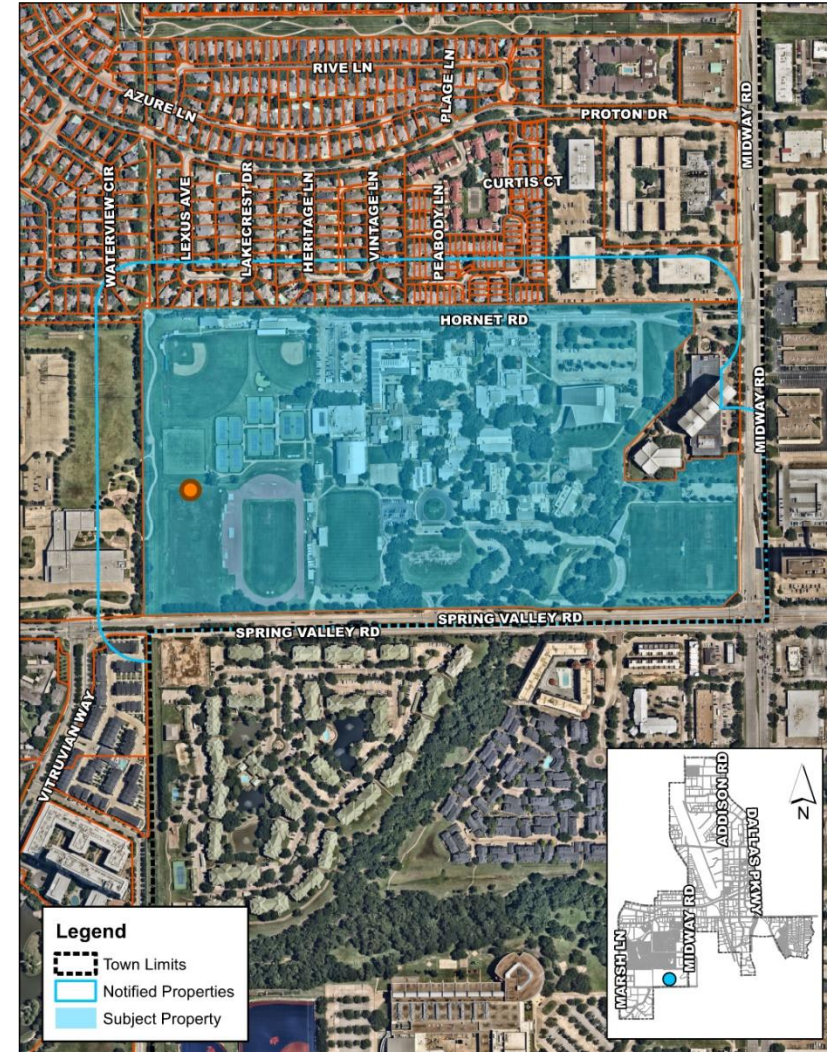
NEUTRAL: None.

OTHER INPUT: 3

Public input regarding tree buffer on northern property line.

PLANNING & ZONING COMMISSION ACTION:

APPROVAL: 7-0



RECOMMENDATION:

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

- Prior to issuance of a Building Permit for the Athletic Performance Center, Greenhill School shall provide a tree line along the northern property line as shown on the landscape exhibit. This consists of live oak trees, spaced 30 feet on center. Additionally, a landscape plan completed by a licensed design professional shall be submitted prior to removal or installation of any trees.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) FOR A PRIVATE SCHOOL BUILDING FOR PROPERTY LOCATED AT 4141 SPRING VALLEY ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on August 20, 2024, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1916-SUP) for a private school building at the property located at 4141 Spring Valley Road (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned R-1, Single Family Dwelling and Planned Development (PD) through Ordinance 084-092, which requires a SUP for the construction and development of a new private school building on the Subject Property; 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 private school building 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) 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.
- (c) Prior to issuance of a Building Permit for the Athletic Performance Center, Greenhill School shall provide a tree line along the northern property line as shown on the landscape exhibit. This consists of live oak trees, spaced 30 feet on center. Additionally,

a landscape plan completed by a licensed design professional shall be submitted prior to removal or installation of any trees.

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 24TH day of SEPTEMBER 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

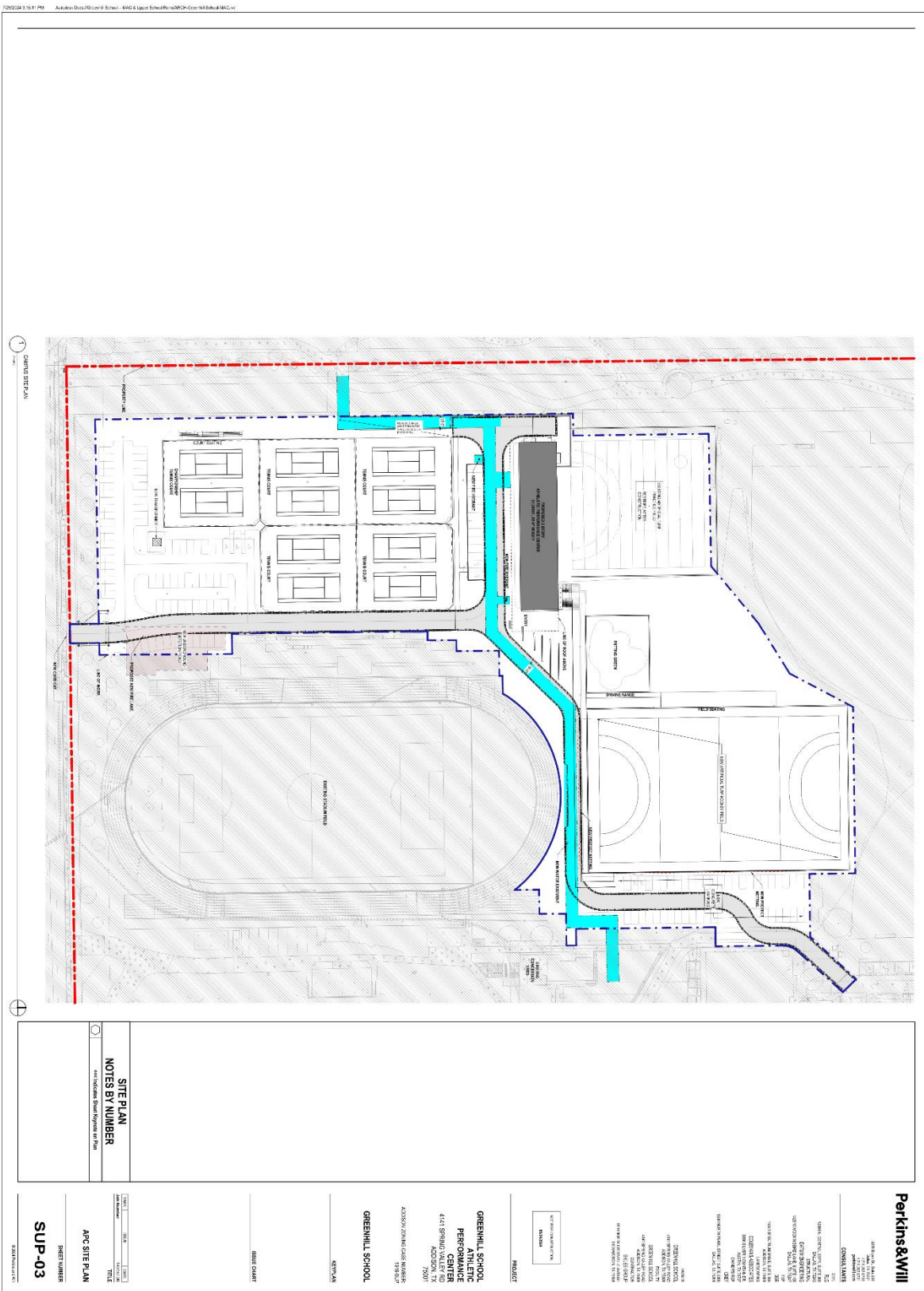
ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, City Secretary

Whitt Wyatt, City Attorney

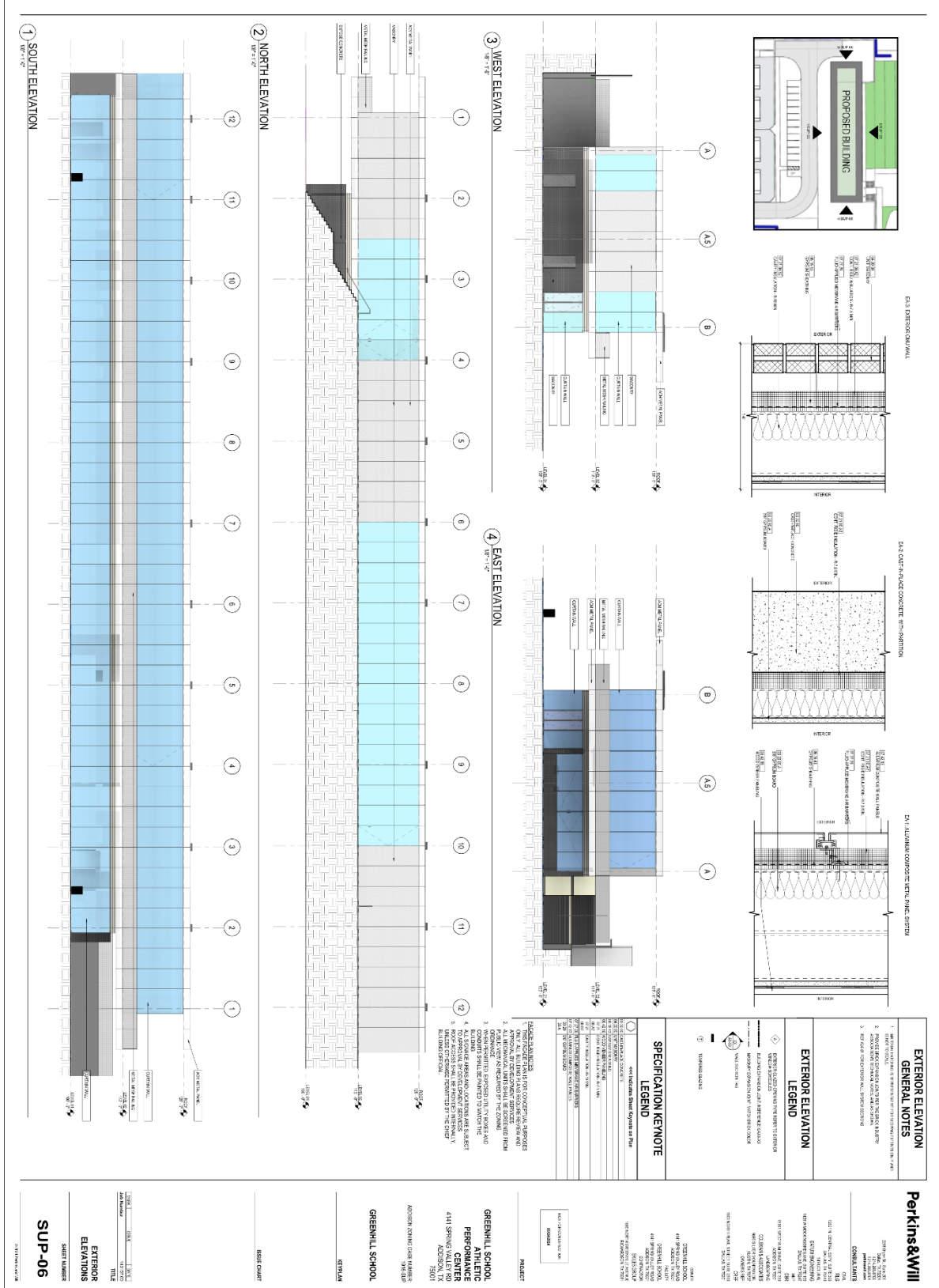
EXHIBIT A



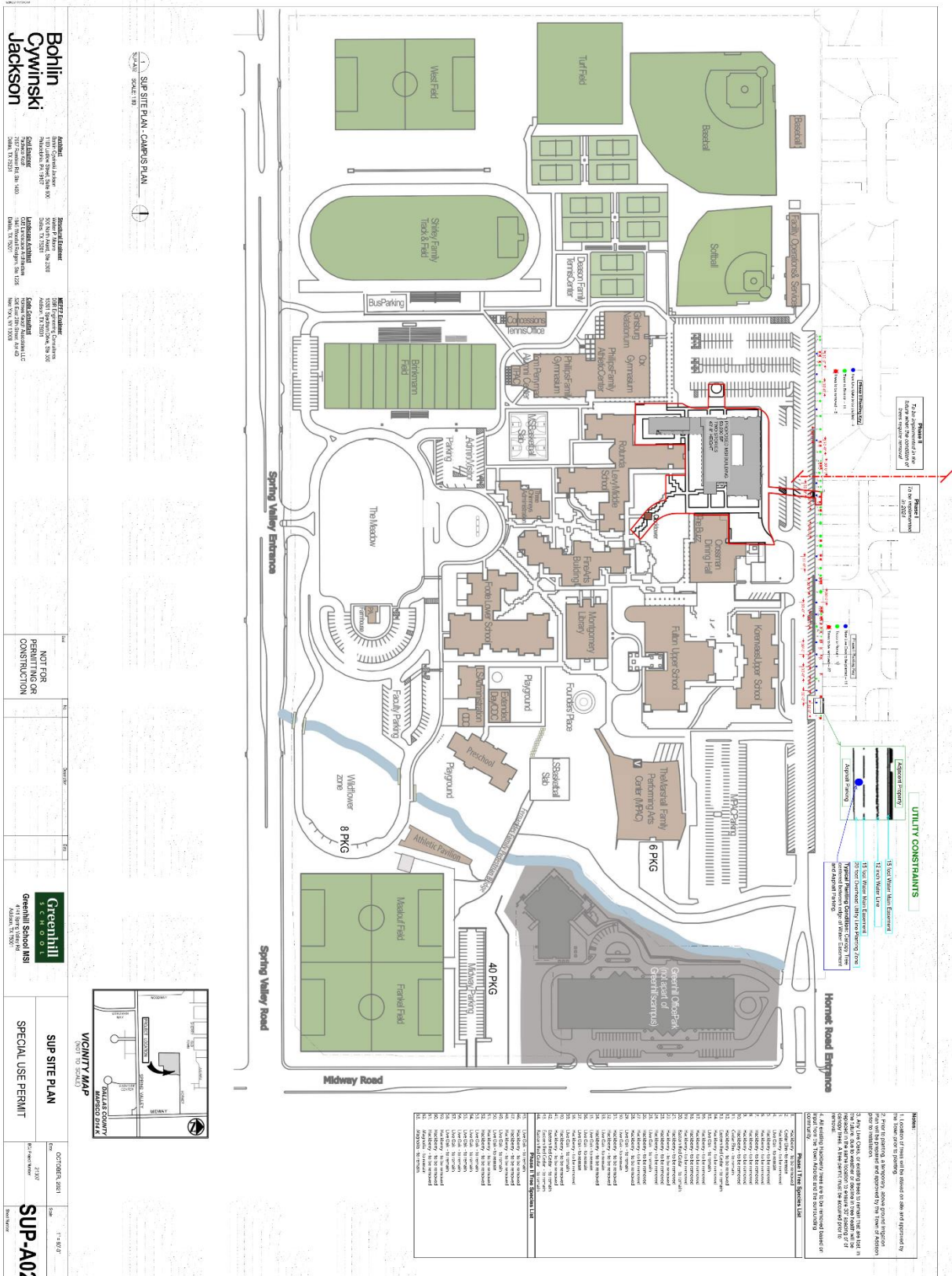
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EXHIBIT A

TDS2024-3-21-13 PM Automatic Document Release - TAC & Local Rules/RDC - document Release KDCore



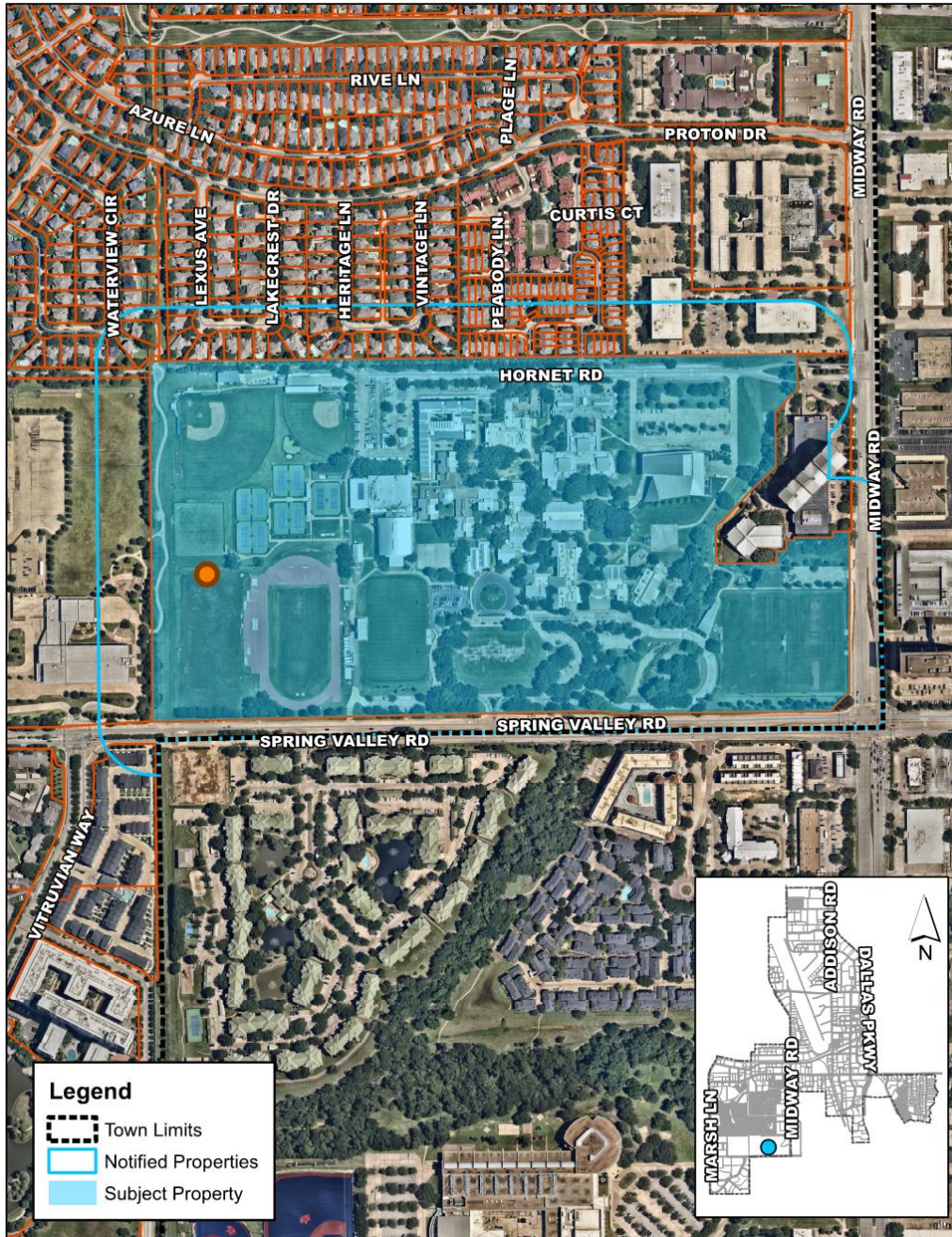
Town of Addison, Texas
Ordinance No.
Case No. 1916-SUP/Greenhill Athletic Performance Center



1916-SUP

PUBLIC HEARING Case 1916-SUP/Greenhill Athletic Performance Center. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for an existing private school, Greenhill School, located at 4141 Spring Valley Road, currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092, to allow a new private school building.

LOCATION MAP





August 20, 2024

STAFF REPORT

RE: Case 1916-SUP/Greenhill Athletic Performance Center

LOCATION: 4141 Spring Valley Road

REQUEST: Approval of a Special Use Permit (SUP) for a new private school building (Application Date: 04/28/2024)

APPLICANT: Micah Davis, Perkins & Will, on behalf of Greenhill School

DISCUSSION:

Background: The subject property is 4141 Spring Valley Road, located at the northwest corner of Spring Valley Road and Midway Road. The 75-acre site is occupied by Greenhill School, a private school that has been in Addison since 1959. The property is primarily zoned R-1 Single-Family Dwelling District. A small segment at the southeastern corner of the property is zoned Planned Development (PD), through Ordinance 084-092. In Addison, private schools are only permitted by Special Use Permits (SUP). SUPs for various components of Greenhill School have been approved and amended over the years to revise the development plans and uses within the campus, through Ordinances 085-035, 087-043, 091-064, 094-025, 004-010, 013-053, 018-39, 021-20, and 021-40.

The most recent SUP ordinance allowed the construction of the Valdes STEM + Innovation building at the northwest quadrant of the campus, replacing the former Agnich Science Hall. With this request, Greenhill School is proposing to add a new Athletic Performance Center and sports fields to the campus at the southwest corner of the campus.

The Greenhill School campus consist of approximately 75 acres and with 15 buildings, including an athletic complex, library, STEM building, and performing arts center that total over 356,000 square feet of floor area and serves 1,300+ Greenhill School students, ranging from prekindergarten to 12th grade.

Proposed Plan: With this request, Greenhill School is proposing to construct a new two-story, 21,250 square foot, Athletic Performance Center in the southwest corner of the campus. The new site improvements will also include the relocation of outdoor tennis courts and field hockey field and new parking to serve the facility. The building and parking area will have access from a new entrance on Spring Valley Road. Security fencing will remain around the perimeter of the campus.

The Athletic Performance Center will house a weight room, locker rooms, sports medicine room, restroom facilities, storage, and meeting space. There is a small concession area proposed which is only intended to serve pre-packaged food and drink items. There is not additional classroom

space proposed with the new building, and it is not intended to increase the student capacity at the school.

The new building will be primarily used by upper school athletes and will generally be open early morning through evenings during the school year (August-May). The peak times for the facility will be before and after school.

Parking: Schools in the R-1 Single-Family Dwelling District require parking for assembly areas such as theaters, auditoriums, gymnasiums, stadiums, and field houses, based on the following parking ratios:

- Soccer fields, baseball fields and stadiums, one parking space for every four seats.
- Theaters, auditoriums, gymnasiums, and field houses, public or private, one space for every three seats.

Based on the assembly buildings located on campus, the school is required a total of 744 parking spaces. The campus currently exceeds this with 762 spaces on-site, and the proposed improvements will provide an additional 123 spaces to the campus (885 total).

Traffic Generation: Given that schools often generate a significant amount of activity during peak hours, the Town required that the applicant provided a Traffic Impact Analysis (TIA) and a Traffic Management Plan (TMP) to determine the impact of the proposed use. This exercise observed current traffic, parking, and queueing generated at the school's existing campuses and generated anticipated traffic demands at the proposed location.

TIAs are based on traffic engineering standards and best practices. It is common practice to utilize traffic data assumptions published by the Institute of Transportation Engineers (ITE), which combines multiple studies of actual traffic counts from different uses to establish the average number of one-way trips that similar uses can be expected to generate in a day, as well as in the AM peak hour, midday peak hour, and PM peak hour. Based upon that information and traffic counts taken on site, no traffic mitigations are necessary with the proposed site improvements.

The new Athletic Performance Center is not serving to increase the student population but to provide new facilities to the existing students. Therefore, we do not anticipate an increase in traffic generation to what is already occurring on site.

The analysis was conducted by Halff Associates. The analysis was reviewed by Town staff and traffic engineers at Kimley-Horn and Associates. Kimley-Horn's traffic engineering group provides traffic engineering and transportation planning services to the Town, which includes development of the Town's Master Transportation Plan. Based on their review, Kimley-Horn determined that the applicant's traffic impact assessment was accurate.

Exterior Facades: The building facade will be comprised primarily of window glazing with masonry and metal accents. Due to the unique grading in this area, the second floor, which will house the performance center, opens onto the existing practice field to the north. The primary building entrance will be on the east façade. The building will be two-stories and approximately 28 feet tall.

Landscaping and Open Space: Greenhill has met or exceeded Town requirements for the provision of minimum landscape area, landscape buffer, tree plantings, and parking lot interior landscaping within the limit of work. With the new development, eight protected trees are

proposed to be removed, equivalent to 86 caliper inches. Tree mitigation was exceeded by planting 36 new shade trees and 5 ornaments for 144 caliper inches provided around the new Athletic Performance Center.

Code Compliance: The Town is currently engaged with Greenhill School on an existing code compliance issue regarding the required landscape buffer along the northern property boundary, north of Hornet Road. This issue is unrelated to the proposed Athletic Performance Center.

Greenhill has engaged with Town staff and the adjacent residents to achieve a resolution regarding the tree buffer. A neighborhood meeting was held on August 28, 2024, from 6:00-7:00 PM at the Greenhill campus. The meeting was attended by Town staff, Greenhill representatives, and eight residents. The group provided information regarding preferred tree species, planting location, and timeline for removal. To offer the best chance for survival, it was recommended that the new tree line be planted in late fall (approximately October 2024).

It is staff's recommendation that the ongoing code issue should not delay progress on this SUP request as Greenhill is actively pursuing compliance and has agreed to plan live oak trees as depicted in the landscape exhibit. Additionally, compliance will likely be delayed until fall 2024 to ensure the greatest likelihood for survival of the trees.

The Town did received input from three adjacent property owners, included within the packet. This input was directly related to the ongoing code compliance issue and not related to the proposed Athletic Performance Center.

RECOMMENDATION: **APPROVAL WITH CONDITIONS**

Greenhill School is a longtime stakeholder in Addison and is widely respected as a high-quality academic institution. The new building will provide enhanced athletic facility for students. This new facility is unlikely to create adverse impacts as it will not increase student capacity and is situated approximately 700 feet from the nearest residential properties.

Staff recommends approval of the request, with the following condition:

- Prior to issuance of a Building Permit for the Athletic Performance Center, Greenhill School shall provide a tree line along the northern property line as shown on the landscape exhibit. This consists of live oak trees, spaced 30 feet on center. Additionally, a landscape plan completed by a licensed design professional shall be submitted prior to removal or installation of any trees.



Case 1916-SUP/Greenhill Athletic Performance Center

August 20, 2024

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on August 20, 2024, voted to recommend approval of a request for a Special Use Permit (SUP) to allow a new private school building for an existing private school, Greenhill School, located at 4141 Spring Valley Road, which is currently zoned R-1 Single Family Dwelling and Planned Development (PD), through Ordinance 084-092.

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

Perkins&Will

Date: 7.3.2024

Town of Addison
Development Services
16801 Westgrove Dr
Addison, TX 75001

Re: Special Use Permit – Greenhill School
4141 Spring Valley Rd Addison, TX 75001

Dear Sir or Madam,

The subject property is located at 4141 Spring Valley Road in Addison TX. The site is known as Tract Block 1 Lot 1R and is 72.863 acres. The development will consist of approximately 7.9 acres of the existing site. The portion of the site that contains the proposed improvements is the southwest portion that is adjacent to Spring Valley to the south and Bush Elementary School Park to the west.

The site is currently being used for Greenhill's athletics including tennis courts and practice fields. The proposed use of the site is an athletics district that is anchored by a new Athletic Performance Center. This would be an 18,000 square foot facility housing their new high performance weight room and locker rooms to support the athletics. The site development will include relocating the tennis courts to the south, and a new field hockey field to the northeast. Additional parking spaces will be provided to support the new facility and associated activities.

Greenhill School is a private, coeducational day school serving the greater Dallas area. Grades range from preschool through 12th grade. The school was founded in 1950 and has been providing a rigorous college-preparatory curriculum that involves the integration of academic, artistic, athletic, and social service in a positive and open atmosphere. Greenhill is located on approximately 73 acres and consists of 15 buildings including athletics buildings, library, academic buildings, STEM building, and performing arts center.

The school has a current enrollment of 1,377 students between preschool and 12th grade. School is in session Monday through Friday from mid August through mid May. This Athletic performance center is will mainly be used by the upper school athletes. The facility will be open from early morning through the evenings with the peak activity being before and after school.

The first floor of the proposed building will house locker rooms, a meeting room, sports medicine room, mechanical and storage space. The second floor will have the high performance weight room which will open directly to the existing football practice field on the west side of campus. The building will not have a kitchen for preparation of food, the concession stand will serve pre-packaged food and drink items.

The site will have additional parking to support the development and activities at the new Athletic Performance Center. 137 additional parking spots are being proposed, 76 parking spots to the south, 14 parking spots adjacent to the building and 47 parking spots at the Northeast. A new curb cut and entrance drive is being proposed from Spring Valley Rd. This will add a new gate for security. The gate will meet Addison Fire Code for emergency entry.

Date: 7.3.2024

Re: Special Use Permit –
Greenhill School
4141 Spring Valley Rd
Addison, TX 75001

The site will include new utilities and associated easements. A new underground storm water detention system is being proposed under the south parking lot to aid in storm water run-off. The existing water line running through the site will be relocated and two new fire hydrants will be added to support the building. A new easement will be created with this water line. The main drive into the Athletic Performance Center will be a 24' fire lane and built to accommodate fire trucks and will have a hammer head turn at the west end of the building for truck turn around. Extending from the main drive will be a 20' fire lane to the east of the proposed building to provide coverage, this fire lane will continue east across the north side of the current track and turn north into a proposed parking lot. This will provide connection back to the existing fire lanes on campus for continuity and providing a second access for emergency vehicles.

Further information regarding parking, site security, access, and fire lanes are outlined in the Site Plan. Landscaping plans, building elevations, floor plans, grading and drainage are also provided in the drawing set.

Please feel free to reach out with any questions.

Sincerely,



Micah Davis, AIA, NCARB
Project Manager, Associate
Perkins&Will

GREENHILL SCHOOL ATHLETIC PERFORMANCE CENTER

4141 SPRING VALLEY RD
ADDISON, TX
75001

SPECIAL USE PERMIT DRAWINGS



Perkins&Will Perkins&Will



FACILITY	OWNER	ARCHITECT	INTERIOR DESIGN	STRUCTURAL	MEP	CIVIL	LANDSCAPING	CONTRACTOR	OWNER'S REP		CITY OF ADDISON
GREENHILL SCHOOL 4141 SPRING VALLEY ROAD ADDISON, TX 75001 972.683.3860 (TX)	GREENHILL SCHOOL 4141 SPRING VALLEY ROAD ADDISON, TX 75001 972.683.3860 (TX) CONTACT: KENDRA GRACE	PERKINS&WILL 100 NORTH PLAZA STREET, SUITE 200 DALLAS, TX 75201 214.261.8000 (TX) CONTACT: MICHAEL DAVIS MDAVIS@PERKINS&WILL.COM	PERKINS&WILL 100 NORTH PLAZA STREET, SUITE 200 DALLAS, TX 75201 214.261.8000 (TX) CONTACT: MICHAEL DAVIS MDAVIS@PERKINS&WILL.COM	DAYTON ENGINEERING 1400 WOODBRIDGE LANE, SUITE 100 DALLAS, TX 75201 214.261.8000 (TX) CONTACT: STEPHEN PRICE SPRICE@DAYTON-ENG.COM	DBR 1000 W. CENTRAL EXPRESS, SUITE 200 ADDISON, TX 75001 972.683.3860 (TX) CONTACT: ROBERT FARRON RFARRON@DBR.COM	RLG 1000 W. CENTRAL EXPRESS, SUITE 200 ADDISON, TX 75001 972.683.3860 (TX) CONTACT: ABDULLAH KHAN AKHAN@RLG.COM	COLLINS & ASSOCIATES 8000 W. WOODBRIDGE LANE, SUITE 100 DALLAS, TX 75201 214.261.8000 (TX) CONTACT: MARISA MCWHIRTER MMWHIRTER@COLLINS-AND-ASSOCIATES.COM	SKILES GROUP 100 NORTH PLAZA STREET, SUITE 200 DALLAS, TX 75201 972.683.3860 (TX) CONTACT: MICHAEL BLANCKENHORN MBLANCKENHORN@SKILESGROUP.COM	CREP 1000 NORTH PLAZA STREET, SUITE 200 DALLAS, TX 75201 972.683.3860 (TX) CONTACT: MICHAEL BLANCKENHORN MBLANCKENHORN@SKILESGROUP.COM		CITY OF ADDISON



PROJECT DATA

PROJECT INFORMATION

HEIGHT	20' 0"
STORIES	2
BUILDING AREA	1,800 SQ FT
	1,800 SQ FT
	1,800 SQ FT

NOT FOR CONSTRUCTION

VICINITY MAP

SITE MAP

MARK

MARK	ISSUE	DATE
Job Number		10/10/2024

TITLE

INDEX OF DRAWINGS

SHEET NUMBER

SUP-01

Perkins&Will

2024 Project ID: SUP-01 Date: 10/10/2024 10/10/2024
perkinswill.com
CONSULTANTS
CIVIL RLG
STRUCTURAL DAYTON ENGINEERING
MEP DBR
LANDSCAPING COLLINS & ASSOCIATES
OWNER'S REP CREP
OWNER GREENHILL SCHOOL
FACILITY GREENHILL SCHOOL
CONTRACTOR SKILES GROUP
PROJECT GREENHILL SCHOOL ATHLETIC PERFORMANCE CENTER
4141 SPRING VALLEY RD ADDISON, TX 75001
ADDISON ZONING CASE NUMBER: 1796-SUP
GREENHILL SCHOOL
KEYPLAN
ISSUE CHART
MARK
Job Number
ISSUE
DATE
10/10/2024
TITLE
INDEX OF DRAWINGS
SHEET NUMBER
SUP-01
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RLG
12001 N. CENTRAL EXPY, SUITE 300
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STRUCTURAL
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DALLAS, TX 75247
MEP
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15301 SPECTRUM DRIVE, SUITE 350
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LANDSCAPING
COLEMAN & ASSOCIATES
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4141 SPRING VALLEY ROAD
ADDISON, TX 75001
CONTRACTOR
SKILES GROUP
1810 NORTH GREENVILLE AVENUE
RICHARDSON, TX 75081

05/24/2024

**GREENHILL SCHOOL
ATHLETIC
PERFORMANCE
CENTER**
4141 SPRING VALLEY RD
ADDISON, TX
75001

ODDISON ZONING CASE NUMBER:
1916-SUP

KEYPLAN

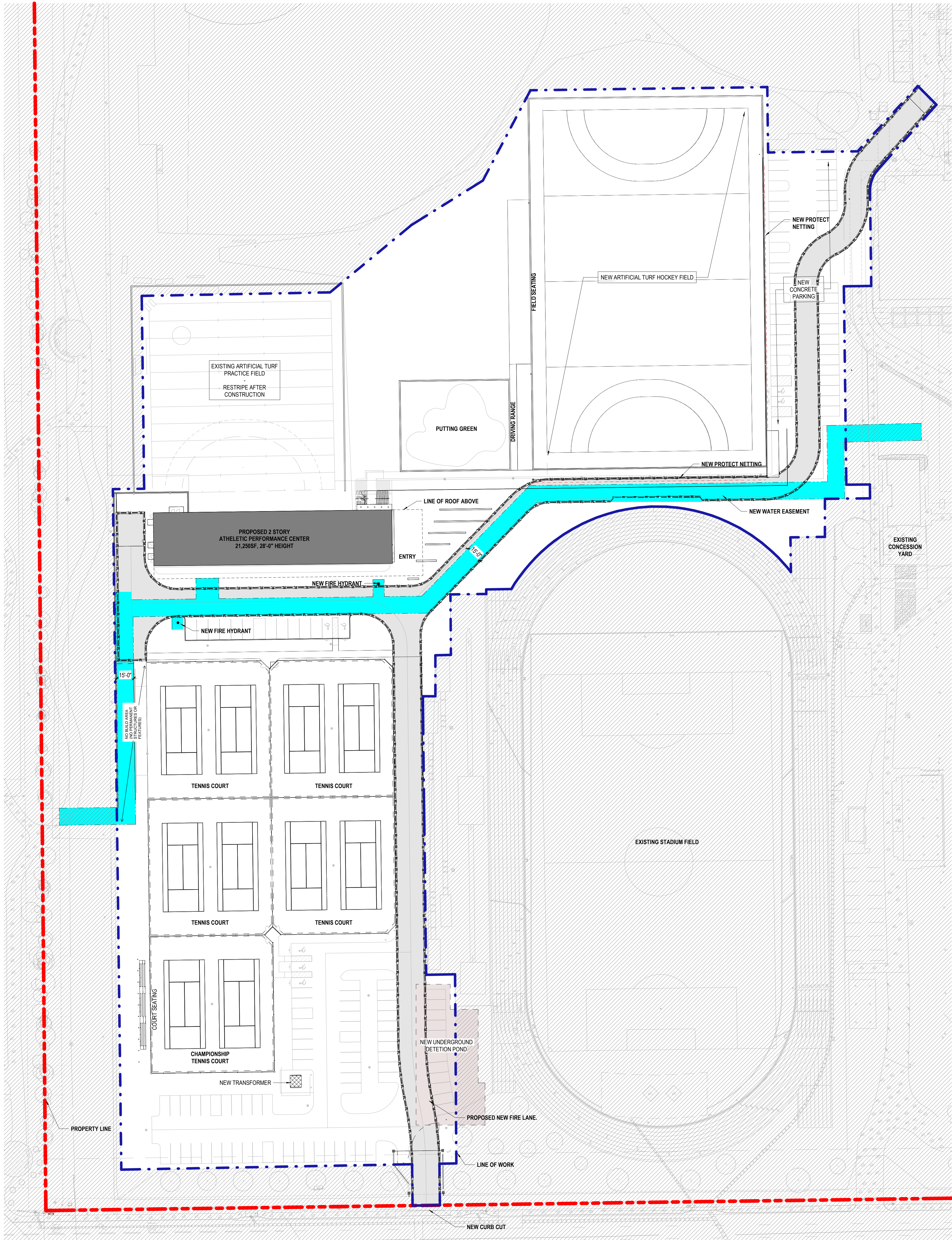
MARK	ISSUE	DATE
Job Number		143157.00
		TITLE

SHEET NUMBER

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1. Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
2. Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
3. Buildings with an aggregate sum of 0 square feet or greater on a lot shall have automatic fire sprinklers installed throughout all structures. Alternative fire protection measures may be approved by the Fire Department.
4. All signage is subject to Town approval.
5. All fences and retaining walls shall be shown on the site plan and are subject to Building Inspection Division approval.



1 CAMPUS SITE PLAN
1" = 40'-0"

SITE PLAN NOTES BY NUMBER		
<<< Indicates Sheet Keynote on Plan		

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05/24/2024

PROJECT

**GREENHILL SCHOOL
ATHLETIC
PERFORMANCE
CENTER**
4141 SPRING VALLEY RD
ADDISON, TX
75001

ADDISON ZONING CASE NUMBER:
1916-SUP

GREENHILL SCHOOL

KEYPLAN

ISSUE CHART

MARK	ISSUE	DATE
Job Number		143157.00
		TITLE

APC SITE PLAN

SHEET NUMBER

SUP-03

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GREENVILLE AVENUE
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05/24/2024

**GREENHILL SCHOOL
ATHLETIC
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CENTER**
4141 SPRING VALLEY RD
ADDISON, TX
75001

ADDISON ZONING CASE NUMBER:
1916-SUP

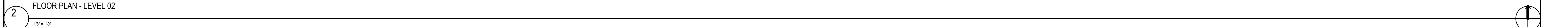
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MARK	ISSUE	DATE
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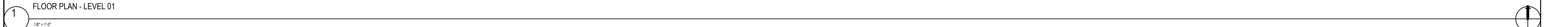
Job Number 143157 00

FLOOR PLAN - LEVEL
01 & 02

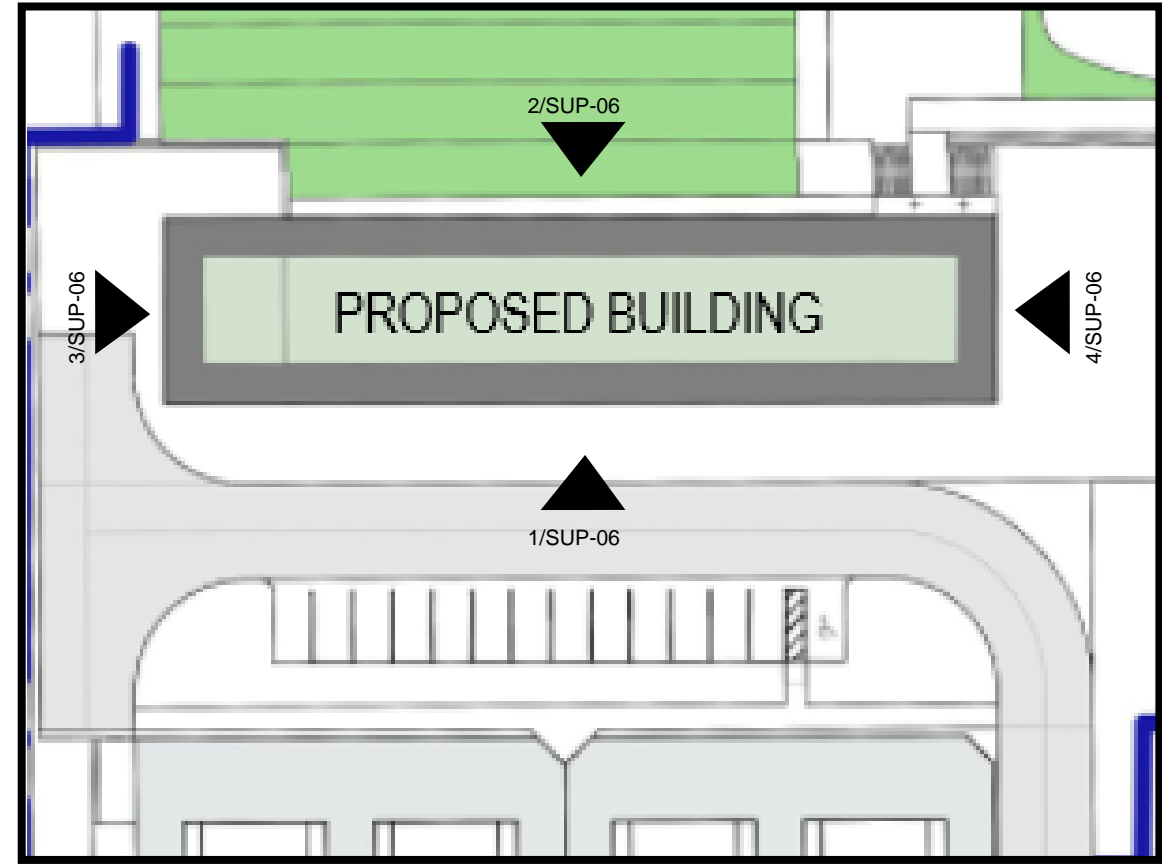
SUP-05



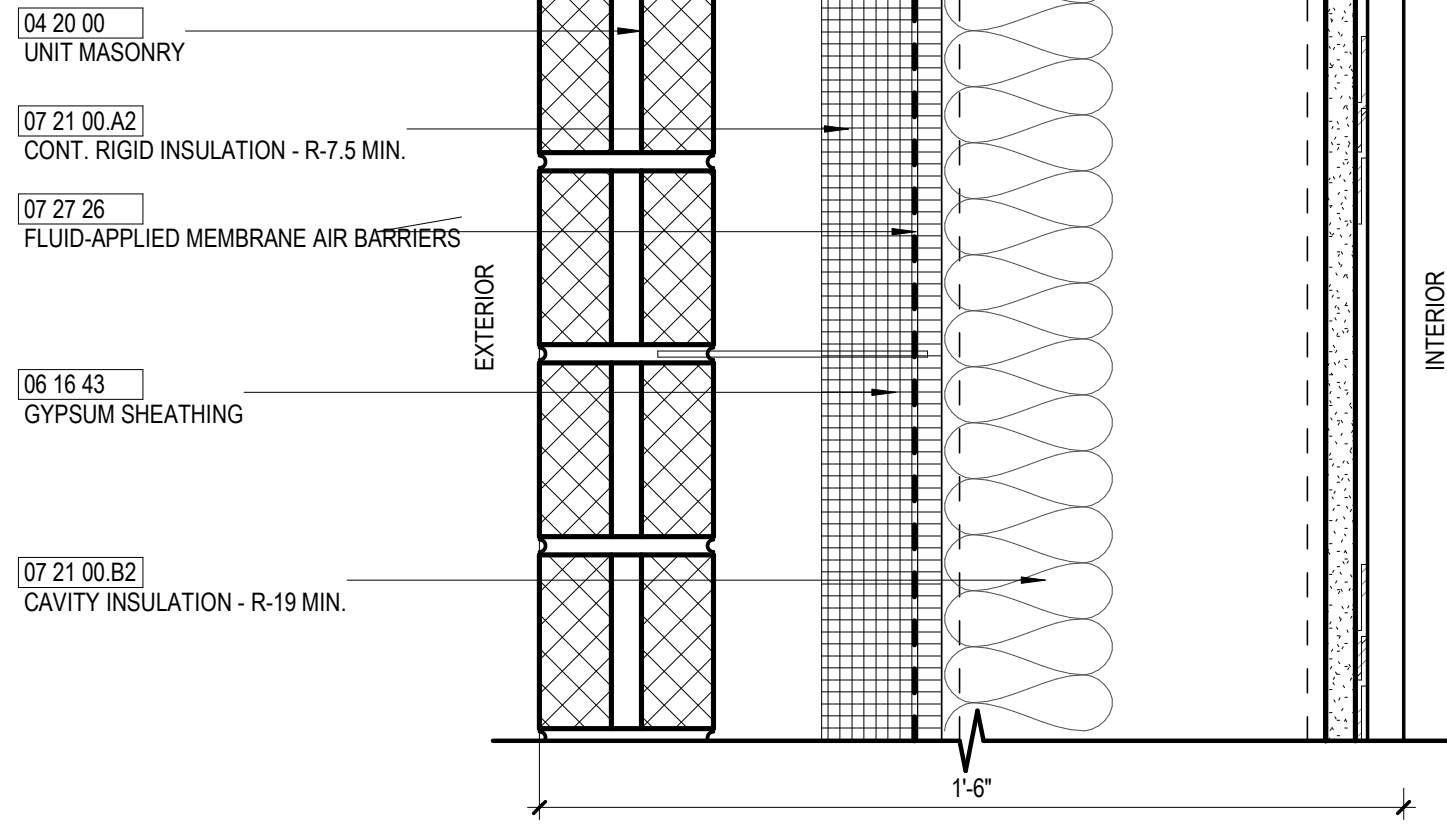
FLOOR PLAN - LEVEL 02



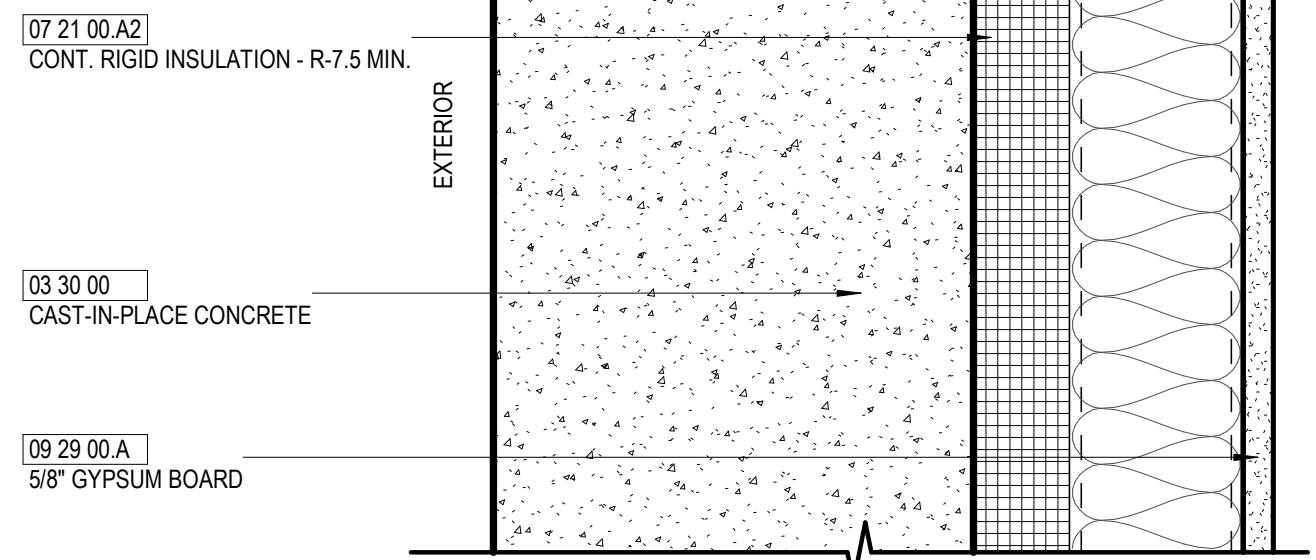
FLOOR PLAN - LEVEL 01



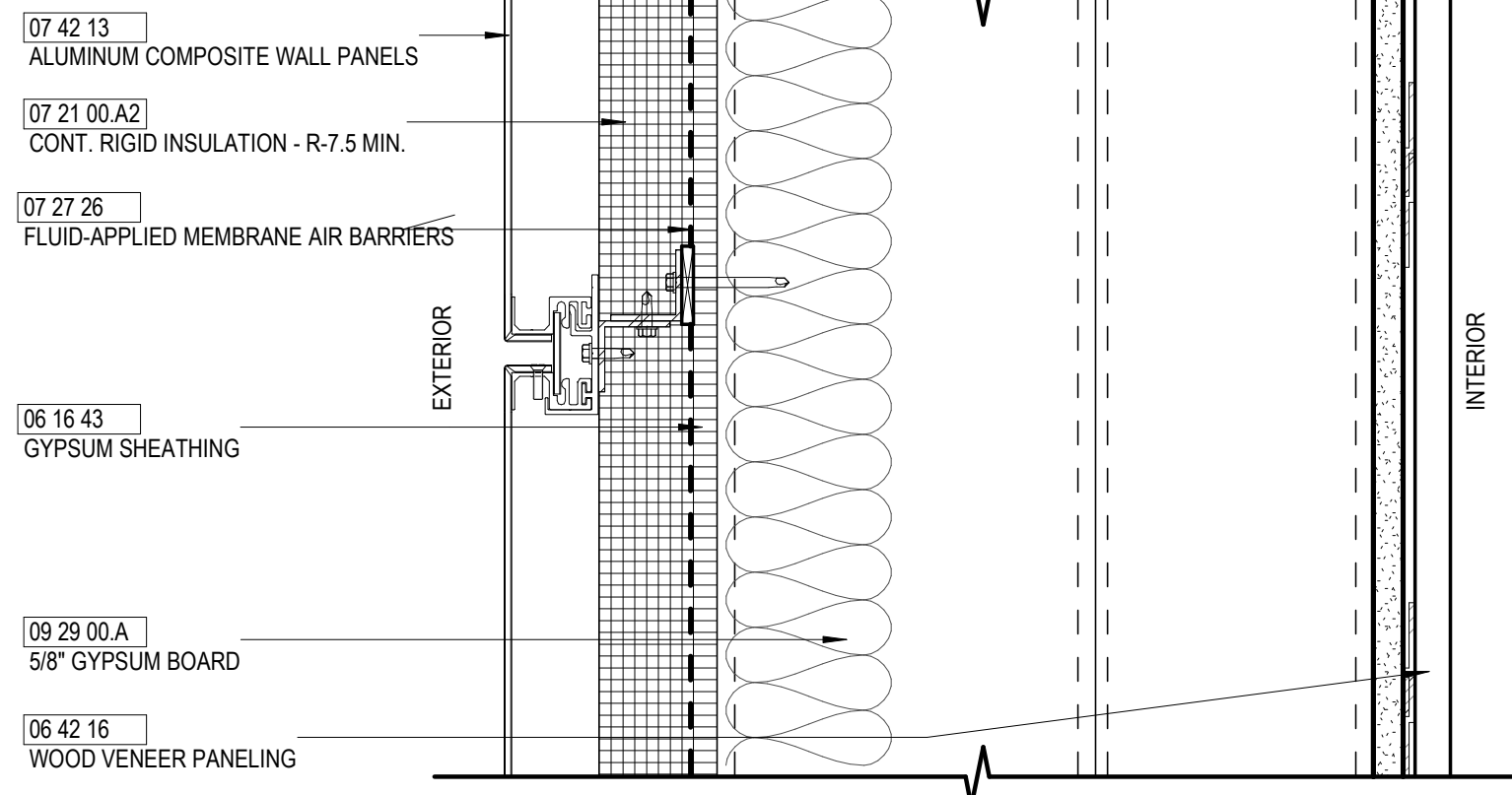
EA-3: EXTERIOR CMU WALL



EA-2: CAST-IN-PLACE CONCRETE WITH PARTITION



EA-1: ALUMINUM COMPOSITE METAL PANEL SYSTEM



EXTERIOR ELEVATION GENERAL NOTES

- MATERIAL HATCHING IS REPRESENTATIVE FOR SCOPING EXTENTS ONLY AND IS NOT TO SCALE.
- PROVIDE BRICK EXPANSION JOINTS PER THE BRICK INDUSTRY ASSOCIATION'S TECHNICAL NOTES, AND AS SHOWN.
- REF A34-01 FOR EXTERIOR WALL SYSTEM SECTIONS

EXTERIOR ELEVATION LEGEND

- EXTERIOR GLAZED OPENING TYPE REFER TO EXTERIOR WINDOW SCHEDULES
- BUILDING EXPANSION JOINT: REFERENCE X/XX-XX
- MASONRY EXPANSION JOINT: MATCH BRICK COLOR
- WALL SECTION TAG
- TEMPERED GLAZING

SPECIFICATION KEYNOTE LEGEND

<<< Indicates Sheet Keynote on Plan

- 03 30 00 CAST-IN-PLACE CONCRETE
- 04 20 00 UNIT MASONRY
- 06 16 43 GYPSUM SHEATHING
- 06 42 16 WOOD VENEER PANELING
- 07 21 00 A2 CONT. RIGID INSULATION - R-7.5 MIN.
- 07 21 00 B21 CAVITY INSULATION - R-19 MIN.
- 07 27 26 FLUID-APPLIED MEMBRANE AIR BARRIERS
- 07 42 13 ALUMINUM COMPOSITE WALL PANELS
- 09 29 00 A 5/8\"/>

FACADE PLAN NOTES

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

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OWNER

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NOT FOR CONSTRUCTION

05/24/2024

PROJECT

**GREENHILL SCHOOL
ATHLETIC
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4141 SPRING VALLEY RD
ADDISON, TX
75001

ADDISON ZONING CASE NUMBER:
1916-SUP

GREENHILL SCHOOL

KEYPLAN

ISSUE CHART

MARK	ISSUE	DATE
Job Number	143157.00	TITLE

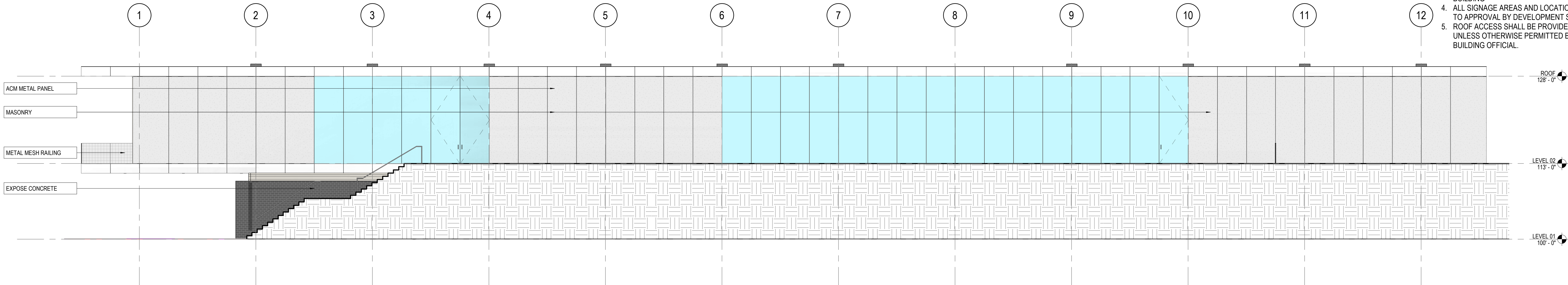
EXTERIOR ELEVATIONS

SHEET NUMBER

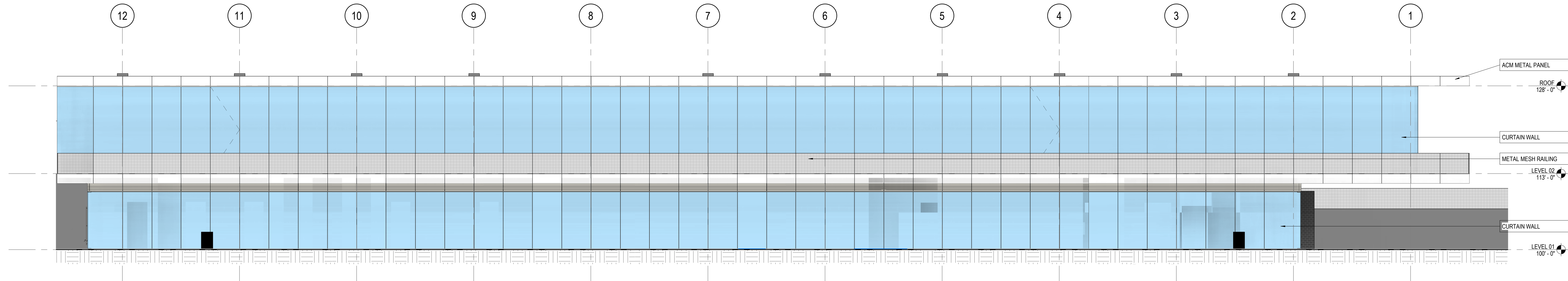
SUP-06

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3 WEST ELEVATION 1/8" = 1'-0"

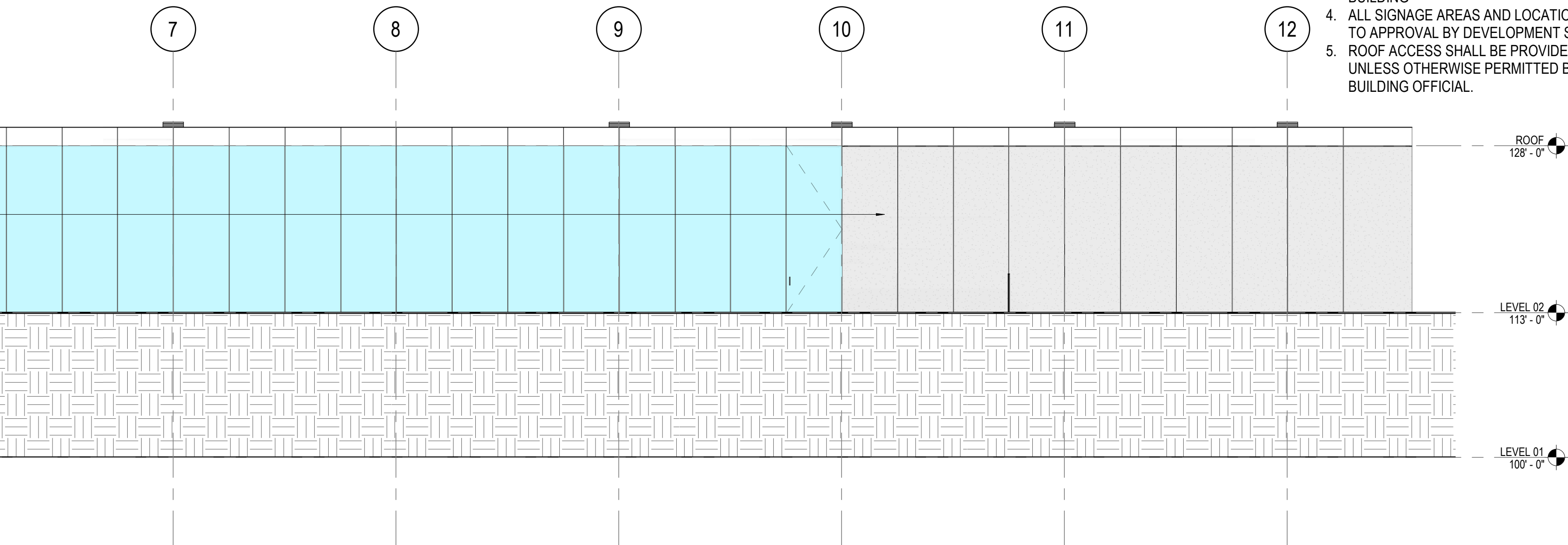


2 NORTH ELEVATION 1/8" = 1'-0"



1 SOUTH ELEVATION 1/8" = 1'-0"

4 EAST ELEVATION 1/8" = 1'-0"





VIEW FROM EAST LOOKING TOWARDS BUILDING AND TENNIS COURTS



VIEW FROM SOUTHEAST STANDING ON THE TRACK



VIEW FROM SOUTHEAST STANDING ON THE FIRE LANE

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NOT FOR CONSTRUCTION
04/11/2024

PROJECT

**GREENHILL SCHOOL
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GREENHILL SCHOOL

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ISSUE CHART

MARK	ISSUE	DATE
Job Number		143157.00

TITLE

**PROJECT
RENDERINGS**

SHEET NUMBER

SUP-07

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LANDSCAPE NOTES:

- ALL UNDESIRER VEGETATION (WEEDS, ETC.) WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE REMOVED AND ROOT SYSTEMS SHOULD BE ERADICATED.
- FINISH GRADES OF PLANT BED AREAS (TOP OF MULCH), SOD (TOP OF SOD), HYDROMULCH (TOP OF TOPSOIL), SHALL BE FLUSH WITH ADJACENT PAVING.
- TRENCHING AND SITE WORK PERFORMED WITHIN THE PROMINENT ROOT ZONES OF EXISTING TREES SHALL BE DONE BY HAND OR AIR SPADE UNLESS OTHERWISE SPECIFIED BY THE LANDSCAPE ARCHITECT. NO ROOTS OVER 1" DIA. SHALL BE CUT.
- VERIFY PLANT COUNTS AND SQUARE FOOTAGES. QUANTITIES ARE PROVIDED AS REFERENCE ONLY. IF QUANTITIES ON PLANT SCHEDULE DIFFER FROM GRAPHIC INDICATIONS, THEN GRAPHICS SHALL PREVAIL.
- LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS OF ACTUAL MATERIAL TO BE PLANTED PRIOR TO PURCHASE, DIGGING, OR SHIPPING OF PLANT MATERIALS.
- PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
- PLANT NAMES USED ON THE PLANS COMPLY WITH STANDARD HORTICULTURAL NOMENCLATURE, AND NAMES GENERALLY ACCEPTED IN THE NURSERY TRADE. THE LANDSCAPE ARCHITECT, OR OWNERS REPRESENTATIVE SHALL REVIEW ALL PLANTS AT THE TIME OF DELIVERY TO THE SITE. IF THE CONTRACTOR FAILS TO NOTIFY THE LANDSCAPE ARCHITECT, OR OWNERS REPRESENTATIVE FORTY-EIGHT (48) HOURS IN ADVANCE OF THE DELIVERY TIME, AND/OR DOES NOT CALL FOR OBSERVATION OF THE MATERIAL, THE CONTRACTOR SHALL BE LIABLE FOR ALL REMOVAL AND REPLACEMENT COSTS OF THE PLANT MATERIAL. THE PLANT MATERIAL WILL BE JUDGED AND ACCEPTED OR REJECTED ON BASIS OF THE FOLLOWING CRITERIA:
 - PROVIDE PLANTS OF QUALITY, SIZE, GENUS, SPECIES, AND VARIETY AS INDICATED ON THE PLANS AND AS COORDINATED WITH THE LANDSCAPE ARCHITECT.
 - PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS, CONFORMING TO ANSI Z601
 - TREE CANOPIES SHALL HAVE AN INTACT AND UNDAMAGED CENTRAL LEADER.
 - TREES ARE REQUIRED TO STAND UPRIGHT WITH NO SUPPORT AND HAVE PROPER TRUNK CALIPER (PER TOWN OF ADDISON REQUIREMENTS) AND TAPER. TREES HAVING "BROOM STICK" TRUNKS WITH "FOODLE" TOPS WILL NOT BE ACCEPTED.
 - BARK SHALL BE DAMAGE FREE WITH ALL MINOR CUTS AND ABRASIONS SHOWING HEALING TISSUE. FOLIAGE, ROOTS AND STEMS OF ALL PLANTS SHALL BE OF VIGOROUS HEALTH AND NORMAL HABIT OF GROWTH FOR ITS SPECIES. ALL PLANTS SHALL BE FREE OF INSECT INFESTATIONS AND DISEASES. TOP GROWTH SHALL BE PROPORTIONATE TO BOTTOM GROWTH.
 - SHRUBS TRANSPLANTED IN AN UP-SIZED CONTAINER LARGER THAN SPECIFIED SIZE, SHALL HAVE BEEN GROWN IN THAT CONTAINER FOR A SUFFICIENT LENGTH OF TIME TO DEVELOP NEW FIBROUS ROOTS, SO THAT ROOT MASS WILL FILL THE CONTAINER.
 - AREAS DISTURBED BY CONSTRUCTION AND ARE NOT SCHEDULED TO BE IMPROVED SHALL BE REPAIRED TO THE STATE THAT IT WAS PRIOR TO THE START OF CONSTRUCTION.
- ALIGN AND EQUALLY SPACE IN ALL DIRECTIONS PLANTS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
- EXACT LOCATIONS OF TREES TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO DIRECT THE ADJUSTMENT OF PLANTS TO EXACT LOCATION IN FIELD.
- PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.
- PROVIDE EDGING AS DIVIDER BETWEEN PLANTING BEDS AND LAWN AREAS.
- IF PLANT MATERIAL IS BALL AND BURLAP CUT AND BURLAP FROM TOP 1/3 OF BALL, CONTAINER GROWN STOCK WILL HAVE THE OUTSIDE EDGE OF THE ROOTBALL LOOSENED BY HAND AFTER REMOVING FROM THE CONTAINER.

EXISTING TREES

Removed	Mitigation Req	Tree Number	Size (Caliper)	Multi Trunk	Total Caliper	Species	Condition
		1	6	NO	6	DESERT WILLOW	GOOD
		2	4,2,2,2	YES	10	DESERT WILLOW	GOOD
		3	38	NO	38	HACKBERRY	GOOD
		4	14	NO	14	HACKBERRY	GOOD
x		5	12	NO	12	ARBORVITAE	GOOD
x		6	12	NO	12	ARBORVITAE	GOOD
x		7	12	NO	12	ARBORVITAE	POOR
x		8	10	NO	10	ARBORVITAE	POOR
x		9	12	NO	12	ARBORVITAE	POOR
x		10	9	NO	9	ARBORVITAE	POOR
x		11	7	NO	7	ARBORVITAE	POOR
x		12	10	NO	10	ARBORVITAE	POOR
x		13	12	NO	12	ARBORVITAE	POOR
x		14	8	NO	8	ARBORVITAE	POOR
x		15	10	NO	10	ARBORVITAE	POOR
x		16	10	NO	10	ARBORVITAE	POOR
x		17	12	NO	12	ARBORVITAE	POOR
x		18	8	NO	8	ARBORVITAE	POOR
x		19	10	NO	10	ARBORVITAE	POOR
x		20	8	NO	8	ARBORVITAE	POOR
x		21	8	NO	8	ARBORVITAE	POOR
x		22	8	NO	8	ARBORVITAE	POOR
x		23	8	NO	8	ARBORVITAE	POOR
x		24	12	NO	12	ARBORVITAE	POOR
x		25	7	NO	7	ARBORVITAE	POOR
x		26	8	NO	8	ARBORVITAE	POOR
x		27	6,6	YES	12	ARBORVITAE	POOR
x		28	9	NO	9	ARBORVITAE	POOR
x		29	5	NO	5	ARBORVITAE	POOR
x		30	8	NO	8	ARBORVITAE	POOR
x		31	12	NO	12	ARBORVITAE	POOR
x		32	12	NO	12	ARBORVITAE	POOR
x	x	33	22	NO	22	LIVE OAK	GOOD
		34	28	NO	28	LIVE OAK	GOOD
		35	30	NO	30	LIVE OAK	GOOD
x	x	36	20,20	YES	40	BLACK WILLOW	FAIR
x		37	38	NO	38	COTTONWOOD	GOOD
x	x	38	4	NO	4	CEDAR	DEAD
x	x	39	4	NO	4	CEDAR	GOOD
x	x	40	4	NO	4	CEDAR	GOOD
x	x	41	4	NO	4	CEDAR	GOOD
x	x	42	4	NO	4	CEDAR	GOOD
x	x	43	4	NO	4	CEDAR	GOOD
		44	17	NO	17	LACBARK ELM	GOOD
		45	14	NO	14	BALD CYPRESS	GOOD
		46	22	NO	22	NUTTALL OAK	GOOD
		47	18	NO	18	RED OAK	GOOD
		48	18	NO	18	RED OAK	GOOD
		49	20	NO	20	RED OAK	GOOD
		50	12	NO	12	RED OAK	GOOD
		51	15	NO	15	LIVE OAK	GOOD
		52	12,12	YES	24	RED OAK	GOOD
		53	15	NO	15	LACBARK ELM	GOOD
		54	17	NO	17	LACBARK ELM	GOOD
		55	14	NO	14	LACBARK ELM	GOOD
		56	18	NO	18	LACBARK ELM	GOOD
		57	16	NO	16	LACBARK ELM	GOOD
		58	17	NO	17	LACBARK ELM	GOOD
		59	18	NO	18	LACBARK ELM	GOOD
		60	18	NO	18	LACBARK ELM	GOOD
		61	18	NO	18	LACBARK ELM	GOOD
		62	18	NO	18	LACBARK ELM	GOOD
		63	17	NO	17	LACBARK ELM	GOOD
		64	18	NO	18	LACBARK ELM	GOOD

TOTAL TREE INCHES REMOVED - 339'
TOTAL TREE MITIGATION INCHES REQUIRED - 86'

MITIGATION PROVIDED ON SITE - 144'

GENERAL CONSTRUCTION NOTES:

- LANDSCAPE CONTRACTOR SHALL BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS INCLUDING UNDERGROUND UTILITIES, PIPES, AND STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR BODILY INJURY AND/OR ANY COST INCURRED DUE TO DAMAGE OF OWNER'S PROPERTY OR UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES PRIOR TO ANY EXCAVATION TO ENSURE UTILITIES ARE NOT DISTURBED. REFER TO CIVIL DRAWINGS FOR ALL SITE UTILITIES.
- ANY CONFLICTING INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR IT SHALL BE ASSUMED THAT THE CONTRACTOR CAN IMPLEMENT THE PLANS AS DRAWN AND SPECIFIED.
- EXISTING CONDITIONS ARE SHOWN SHADED BACK TO ALLOW ALL PROPOSED IMPROVEMENTS TO STAND OUT. EXISTING BASE INFORMATION HAS BEEN IMPORTED FROM CIVIL AND ARCHITECTURAL DRAWINGS. REFER TO THESE DRAWINGS FOR SUPPLEMENTAL INFORMATION.
- ALL TURF AREAS TO BE TEMPORARILY IRRIGATED UNTIL TURF IS ESTABLISHED.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING AND STRUCTURAL COMPONENTS. CONFLICTS BETWEEN GEOTECHNICAL RECOMMENDATIONS, STRUCTURES AND FOUNDATIONS, AND LANDSCAPE PLANS, INCLUDING IRRIGATION AND PLANTING, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND LANDSCAPE ARCHITECT. REFER TO GEOTECHNICAL RECOMMENDATIONS.

PARKING LOT LANDSCAPE AREA

NO PARKING SPACE MAY BE LOCATED FURTHER THAN 50 FEET FROM TRUNK OF SHADE TREE

MUST INCLUDE A MINIMUM OF ONE SHADE TREE PER 10 PARKING SPACES
TOTAL PARKING SPACES: 124 SPACES
REQUIRED TREES: 13 TREES

STREET LANDSCAPE BUFFER

EXISTING LANDSCAPE BUFFER ALONG SPRING VALLEY RD. TO REMAIN

REQUIRED LANDSCAPE AREA

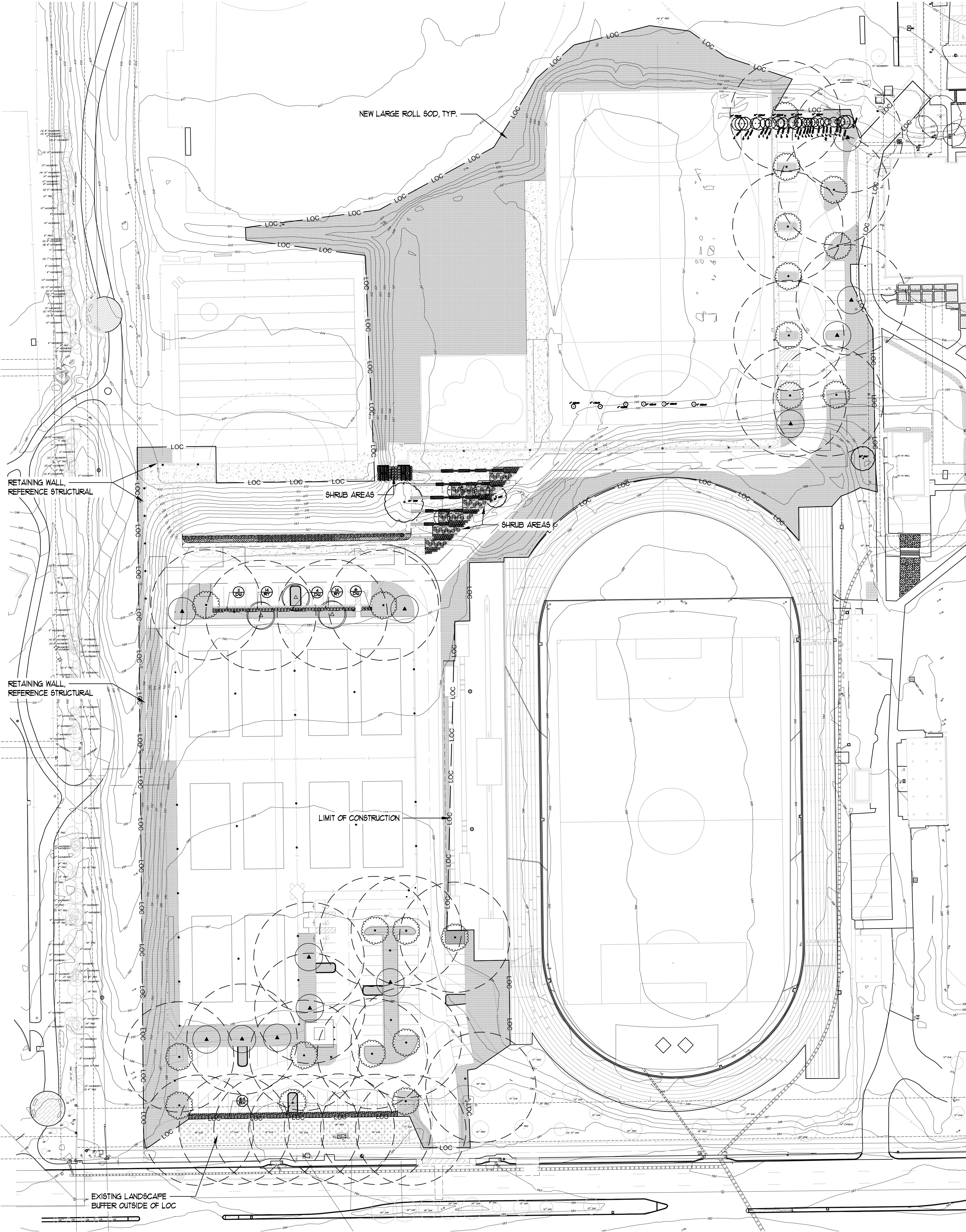
TOTAL SITE AREA: 346,518 SF
REQUIRED LANDSCAPE AREA: 69,303 SF
PROVIDED LANDSCAPE AREA: 99,241 SF

PLANTING SCHEDULE

SYMBOL	QTY	COMMON / BOTANICAL NAME	CONT	CALIPER	HEIGHT
ORNAMENTAL TREES					
	5	VITEX VITEX AGNUS-CASTUS	45 GAL	2.5" CAL	6'-7' HT.
SHADE TREES					
	12	TEXAS RED OAK QUERCUS TEXANA	100 GAL	4" CAL	12'-14' HT.
	3	SOUTHERN LIVE OAK QUERCUS VIRGINIANA	100 GAL	4" CAL	10' HT.
	21	CEDAR ELM ULMUS CRASSIFOLIA	100 GAL	4" CAL	10'-12' HT.

CODE	QTY	COMMON / BOTANICAL NAME	CONT	SPACING
BA	23	BAMBOO MUHLY MULLENBERGIA DUMOSA	5 GAL	36" o.c.
GM	35	GULF MUHLY MULLENBERGIA CAPILLARIS 'REGAL MIST'	3 GAL	36" o.c.
MF	44	MEXICAN FEATHER GRASS STIPA TENUISSIMA	1 GAL	24" o.c.
BY	51	BRAKELIGHTS RED YUCCA HESPERALOE PARVIFLORA 'PERPA'	3 GAL	24" o.c.
GH	24	GIANT HESPERALOE HESPERALOE RUNIFERA	15 GAL	36" o.c.
RY	39	RED YUCCA HESPERALOE PARVIFLORA	5 GAL	36" o.c.
YB	12	YELLOW BELLS TECOMA X 'SIERRA AFRICOT'	5 GAL	36" o.c.
BX	64	WINTER GEM BOXWOOD BUXUS MICROPHYLLA ASIATICUM 'WINTERGEM'	5 GAL	36" o.c.
DY	23	SCHILLINGS DWARF YALPON ILEX VOMITORIA 'SCHILLINGS DWARF'	5 GAL	36" o.c.
DW	21	DON'S DWARF WAXMYRTLE MYRTICA CERIFERA 'DON'S DWARF'	5 GAL	36" o.c.
GX	46	BABY GEM BOXWOOD BUXUS MICROPHYLLA 'GREGEM'	5 GAL	24" o.c.
HL	41	SPIDER LILY HYMENOCALLIS LATIFOLIA	3 GAL	24" o.c.
TX	46	COMPACT TEXAS RANGER LEUCOPHYLLUM FRUTESCENS 'COMPACTA'	5 GAL	36" o.c.
PB	40	PRIDE OF BARBADOS CAESALPINIA PULCHERRIMA	5 GAL	24" o.c.

GROUND COVERS					
	WTL	139	WHITE TRAILING LANTANA LANTANA MONTEVIDENSIS 'ALBA'	1 GAL*	18" o.c.
	KR	101	KATIE'S RUELLIA RUELLIA BRITTONIANA 'KATIE'	1 GAL	18" o.c.
	ASM	69	ARTEMISIA SILVER MOUND ARTEMISIA SCHMIDTIANA NANA 'SILVER MOUND'	1 GAL	18" o.c.
			BERMUDA GRASS 'TIF 419'	SOD	
			CYNODON DACTYLON 'TIF 419'		



Perkins&Will

2218 Bryon St., Suite 300
Dallas, TX 75201
1214.283.8700
1214.283.8701
perkinswill.com

CONSULTANTS

CIVIL
RLG
12001 N. CENTRAL EXPY, SUITE 300
DALLAS, TX 75243
STRUCTURAL
DATUM ENGINEERING
1429 W. MOCKINGBIRD LANE, SUITE 100
DALLAS, TX 75247
MEP
DBR
15301 SPECTRUM DRIVE, SUITE 350
ADDISON, TX 75001
LANDSCAPING
COLEMAN & ASSOCIATES
9890 SILVER MOUNTAIN DR.
AUSTIN, TX 78737
OWNERS REP
CREP
1900 NORTH PEARL STREET SUITE 2300
DALLAS, TX 75201

OWNER
GREENHILL SCHOOL
4141 SPRING VALLEY ROAD
ADDISON, TX 75001
FACILITY
GREENHILL SCHOOL
4141 SPRING VALLEY ROAD
ADDISON, TX 75001
CONTRACTOR
SKILES GROUP
1810 NORTH GREENVILLE AVENUE
RICHARDSON, TX 75081



08/15/2024

PROJECT

GREENHILL SCHOOL
ATHLETIC
PERFORMANCE
CENTER
4141 SPRING VALLEY RD
ADDISON, TX
75001

ADDISON ZONING CASE NUMBER
1916-SUP

GREENHILL SCHOOL

KEYPLAN

ISSUE CHART

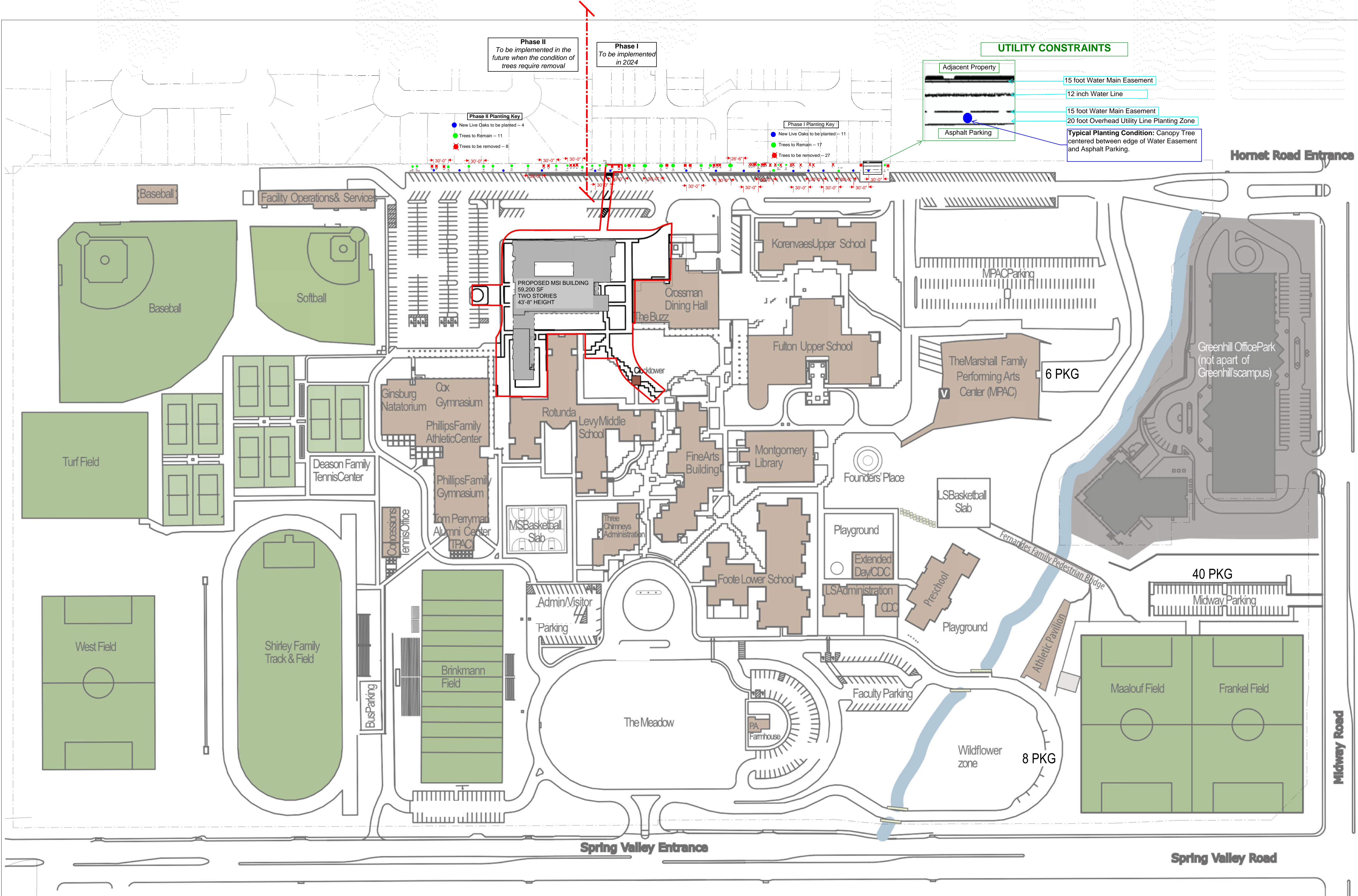
ISSUE FOR PERMIT		08/15/2024
MARK	ISSUE	DATE
Job Number		143157.00
		TITLE

LANDSCAPE PLAN

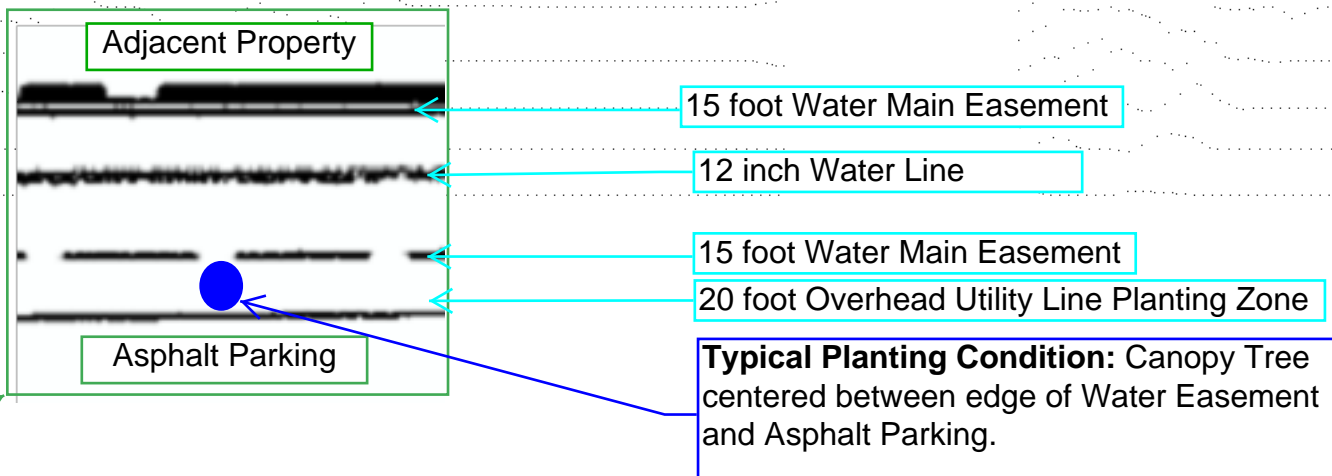
SHEET NUMBER

L000-00

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UTILITY CONSTRAINTS



Phase II
To be implemented in the future when the condition of trees require removal

Phase I
To be implemented in 2024

Phase II Planting Key
New Live Oaks to be planted - 4
Trees to Remain - 11
Trees to be removed - 6

Phase I Planting Key
New Live Oaks to be planted - 11
Trees to Remain - 17
Trees to be removed - 27

- Notes:
1. Location of trees will be staked on site and approved by the Town prior to planting.
 2. Prior to planting, a temporary, above ground Irrigation Plan will be prepared and approved by the Town of Addison prior to installation.
 3. Any Live Oaks, or existing trees to remain that are lost, in the future, due to weather or decline in tree health will be replaced in the same location to ensure 30' spacing of canopy trees. A tree permit must be acquired prior to removal.
 4. All existing Hackberry trees are to be removed based on input from the Town Arborist and the surrounding community.

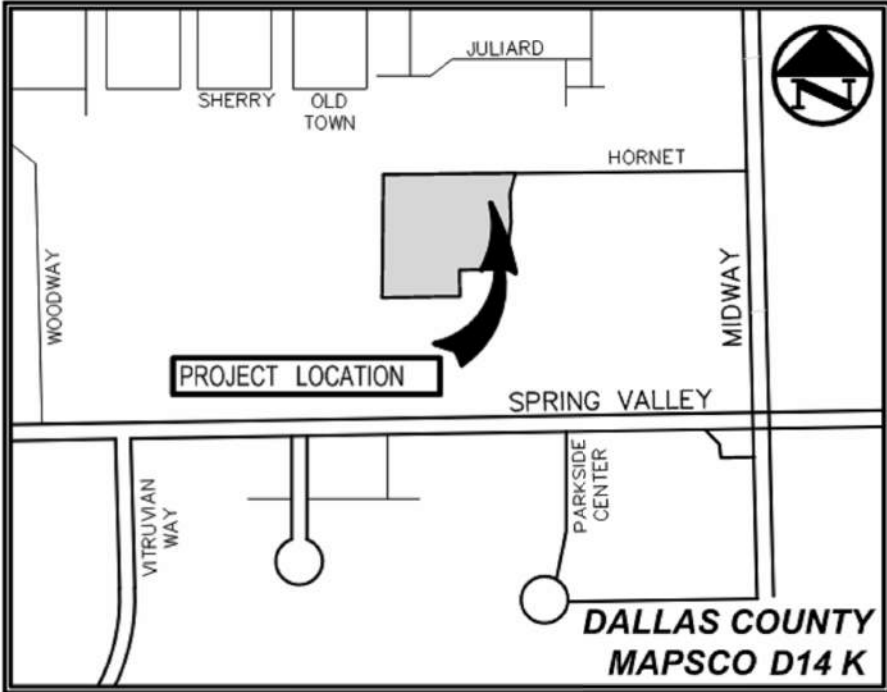
Phase I Tree Species List

1. Hackberry - to be removed
2. Cedar Elm - to remain
3. Hackberry - to be removed
4. Live Oak - to remain
5. Hackberry - to be removed
6. Hackberry - to be removed
7. Hackberry - to be removed
8. Hackberry - to be removed
9. Hackberry - to be removed
10. Hackberry - to be removed
11. Cedar Elm - to remain
12. Hackberry - to be removed
13. Eastern Red Cedar - to remain
14. Hackberry - to be removed
15. Live Oak - to remain
16. Hackberry - to be removed
17. Hackberry - to be removed
18. Hackberry - to be removed
19. Hackberry - to be removed
20. Eastern Red Cedar - to remain
21. Hackberry - to be removed
22. Hackberry - to be removed
23. Hackberry - to be removed
24. Hackberry - to be removed
25. Live Oak - to remain
26. Hackberry - to be removed
27. Hackberry - to be removed
28. Hackberry - to be removed
29. Live Oak - to remain
30. Live Oak - to remain
31. Hackberry - to be removed
32. Hackberry - to be removed
33. Live Oak - to remain
34. Hackberry - to be removed
35. Live Oak - to remain
36. Live Oak - to remain
37. Live Oak - to remain
38. Hackberry - to be removed
39. Live Oak - to remain
40. Hackberry - to be removed
41. Hackberry - to be removed
42. Eastern Red Cedar - to remain
43. Eastern Red Cedar - to remain
44. Eastern Red Cedar - to remain

Phase II Tree Species List

45. Live Oak - to remain
46. Hackberry - to be removed
47. Hackberry - to be removed
48. Hackberry - to be removed
49. Live Oak - to remain
50. Live Oak - to remain
51. Hackberry - to be removed
52. Hackberry - to be removed
53. Live Oak - to remain
54. Live Oak - to remain
55. Live Oak - to remain
56. Live Oak - to remain
57. Live Oak - to remain
58. Live Oak - to remain
59. Hackberry - to be removed
60. Hackberry - to be removed
61. Hackberry - to be removed
62. Magnolia - to remain
63. Magnolia - to remain

1 SUP SITE PLAN - CAMPUS PLAN
SCALE: 1:80



VICINITY MAP
(NOT TO SCALE)

Bohlin
Cywinski
Jackson

Architect
Bohlin Cywinski Jackson
1100 Ludlow Street, Suite 600
Philadelphia, PA 19107

Civil Engineer
Pacheco Koch
7557 Rambler Rd, Ste 1400
Dallas, TX 75231

Structural Engineer
Waller P. Moore
500 North Akard, Ste 2300
Dallas, TX 75201

Landscape Architect
QJB Landscape Architecture
1845 Woodall Rodgers, Ste 1225
Dallas, TX 75201

MEPFP Engineer
DBR Engineering Consultants
15301 Spectrum Drive, Ste 350
Addison, TX 75001

Code Consultant
Holmes Keogh Associates LLC
526 East 20th Street, Apt 4D
New York, NY 10009

Seal	No.	Description	Date
NOT FOR PERMITTING OR CONSTRUCTION			

**Greenhill
SCHOOL**

Greenhill School MSI
4141 Spring Valley Rd
Addison, TX 75001

SUP SITE PLAN
SPECIAL USE PERMIT

OCTOBER, 2021
Date
21307
BCJ Project Number

1" = 80'-0"
Scale
SUP-A02
Sheet Number

Lesley Nyp

From: Lesley Nyp
Sent: Tuesday, September 24, 2024 12:52 PM
To: Lesley Nyp
Subject: Fwd: Follow-Up and Additional Concerns Regarding Tree Buffer at Greenhill Property

Follow Up Flag: Follow up
Flag Status: Flagged

From: Adam Webb [REDACTED]
Date: August 29, 2024 at 1:46:06 PM CDT
To: [REDACTED] Janna Tidwell <jtidwell@addisontx.gov>, Lesley Nyp <lnyp@addisontx.gov>, Marlin Willesen <mwillesen@addisontx.gov>
Subject: Follow-Up and Additional Concerns Regarding Tree Buffer at Greenhill Property

Dear Greenhill and the City of Addison,

I want to thank the City of Addison and Greenhill School for organizing the recent meeting to discuss the landscaping changes along the northern boundary of Greenhill's property. Your efforts to involve the community in these discussions are greatly appreciated.

Having walked the property line after the meeting, I would like to provide additional insights that I believe are crucial for the decision-making process regarding the tree buffer zone.

1. Concerns Regarding Shade:

As I mentioned during the meeting, my main concern is shade. The removal of Hackberry trees poses a significant concern regarding the availability of shade. The proposed replacement with Eastern Red Cedars will not suffice in restoring the canopy, as these do not provide the same level of shade coverage that my family has been accustomed to since moving to the property in 2016. This poses a significant change to my property that's becoming more of a challenge to accept.

2. Uniformity of the Tree Line:

Our discussions emphasized the intent to maintain a uniform tree line. With the predominant presence of live oaks along the property line post-Hackberry removal,

replacing them with additional live oaks rather than Eastern Red Cedars will accomplish the desired uniform tree line and further enhance the buffer zone's visual and ecological value.

3. Challenges with Tree Replacement:

I've noticed several logistical challenges that could complicate the planting of Eastern Red Cedars in the former locations of the Hackberry trees: 1) Proximity to the Fence Line: The existing cedars planted near the fence on the northern side have failed to develop foliage facing the homes, exposing only branches and bark. This will detract from the visual barrier the buffer is intended to provide. 2) Obstructions: Power poles and utility boxes may hinder the effective placement of new trees, potentially resulting in uneven gaps in the tree line, posing a challenge to the uniform property line discussion.

4. Hackberry Removal:

Several options were discussed regarding the strategy of hackberry removal. As I mentioned previously, my concern is shade. I propose leaving any hackberries found intact and viable to maintain the canopy, especially where live oak coverage is limited.

Considering these factors, as a resident and board member of Townhomes of Addison, I strongly advocate for a revised approach that prioritizes planting additional live oaks. This would address the need for a more consistent tree line and greater shade coverage. This solution would better align with the community's needs and the goals outlined during our meeting.

Thank you for considering these additional points. I look forward to your thoughts on this matter and am eager to continue contributing to our community's landscape planning efforts.

Warm regards,

Adam Webb

4090 Juliard Dr.

[REDACTED]

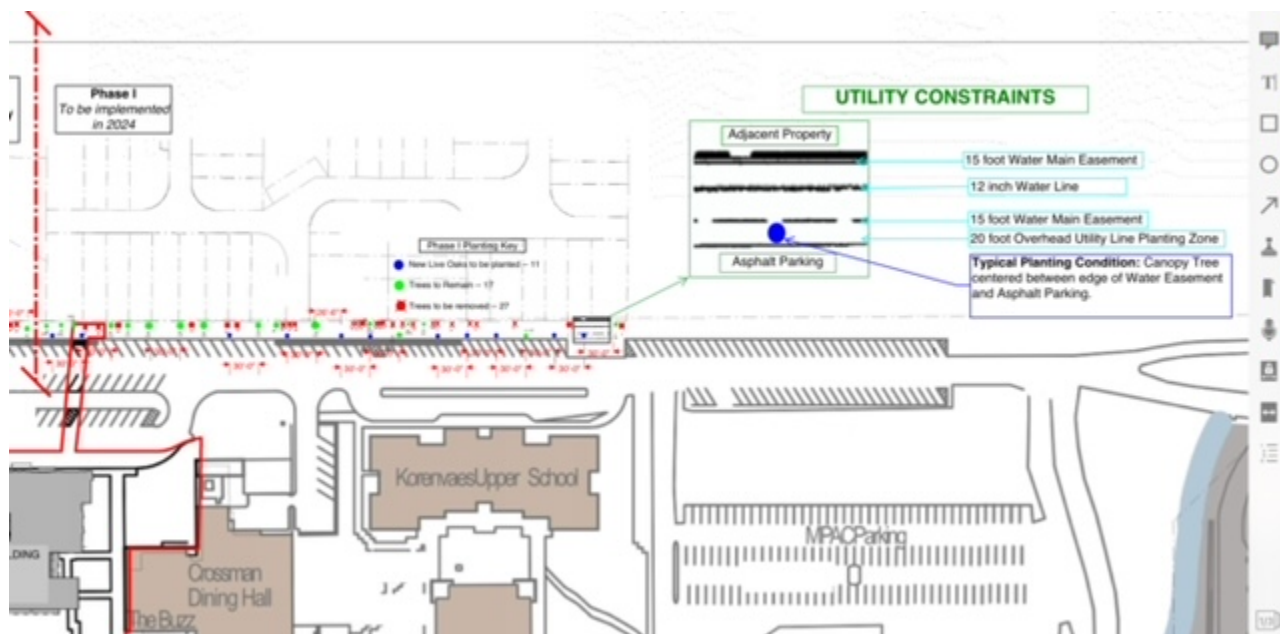
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Lesley Nyp

From: Beatnik Dallas [REDACTED]
Sent: Monday, September 23, 2024 7:16 PM
To: Hark, Lee; Lesley Nyp; Grace, Kendra
Subject: Tree replacement issues

Follow Up Flag: Follow up
Flag Status: Flagged

The proposed plan below for the trees was shared with me at 5:30pm today. It looks like two trees are being removed from behind my property (one at boundary line) and a live oak being planted at a boundary line rather than behind my property where the tree was located. So, I will lose all tree coverage with the sun blazing down on my townhome and no replacement tree behind my home, just a barren spot. Please note I already lost a tree when the utility pole was installed. Replacing trees to me meant that the trees removed would be replaced generally in the area from where they were removed, not that I would lose all tree coverage from behind my property. At the meeting it was represented that the tree would be placed on the other side of the utility line, not that I may lose trees and not get any replacement at all. This is highly problematic for me. Is there going to be a meeting to discuss this? And, I would rather the trees that are behind my fence remain than have this done. Worse, this proposal does not even consider the fact that the windows from the new science building are parallel to the windows to my house (also faces neighbors house). So this is doubly important for me. So tree removal and non replacement is in an area that actually faces house.



Barbara

Lesley Nyp

From: Lesley Nyp
Sent: Tuesday, September 24, 2024 1:20 PM
To: Lesley Nyp
Subject: Fwd: [IMPERSONATION ATTEMPT] Greenhill School Neighborhood Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

From: Marlin Willesen [REDACTED]
Sent: Thursday, August 29, 2024 8:45 AM
To: 'Hark, Lee' [REDACTED]
Cc: Lesley Nyp <lnyp@addisontx.gov>; Janna Tidwell <jtidwell@addisontx.gov>; David Gaines <dgaines@addisontx.gov>
Subject: [IMPERSONATION ATTEMPT] Greenhill School Neighborhood Meeting

Hi Lee,

Thanks for hosting the neighborhood meeting and for Greenhill School being such a great part of the Addison community. The meeting was helpful for me in better understanding the few tree choices for future installation consideration. At this point it appears to be Eastern Red Cedars and or Live Oaks. As a Townhomes of Addison resident and neighbor of Greenhill School since 1998 I have been informed over the years by Mike Willis (Director of Facilities at Greenhill School) that the plan has always been for Greenhill to remove the Hackberry trees when the Live Oak trees matured to a point of overcrowding. He explained, "this is why you see a Hackberry tree in between a Live Oak tree in most cases down the tree line buffer". It appears that day for removal of the Hackberry trees is upon us. As I shared at the meeting, I prefer the Live Oak trees as a screening buffer over the Eastern Red Cedars. I believe one Live Oak offers more shade and a better aesthetic masking the power lines, than three Eastern Red Cedars. Also, as you can see in the attached photos other than a few gaps there is a great looking line of Live Oak trees that make up the majority of the trees providing the screening buffer at present. If you're looking for uniformity as mentioned in the meeting, I believe the Live Oaks are the best option and may provide an opportunity for savings as less trees might need to be installed. Thanks again for hosting the meeting and allowing our property owners to learn more and share their input.

Marlin Willesen

Townhomes of Addison | Board of Directors | President

4100 Juliard Drive

Addison, TX 75001



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Lesley Nyp

From: Ben McWilliams [REDACTED]
Sent: Monday, September 9, 2024 12:05 PM
To: Bruce Arfsten; David Gaines; Janna Tidwell; Lesley Nyp
Subject: Greenhill School

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

Our condo backs up to the Greenhill school. When we bought our condo we were assured that Greenhill had an obligation to maintain a foliage barrier between us and the school. That barrier has diminished as trees were removed. We are concerned that they plan to replace those trees with Eastern Red Cedar. Looking into those trees has us concerned as to the suitability of that species of tree. Our preference is that they use Live Oaks.

Bernard and Barbara McWilliams
4102 Juliard Dr

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Lesley Nyp

From: Marlin Willesen
Sent: Monday, September 2, 2024 3:46 PM
To: Lesley Nyp
Cc: Janna Tidwell; David Gaines; David Lee
Subject: FW: Oak trees

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Lesley,

Please see the email below from Junsup David Lee who lives at 4048 Old Town Road, Addison, TX 75001. Greenhill School currently has oak trees as a screening buffer just south of his property. He would like to maintain oak trees as the buffer.

Marlin Willesen | Council Member
Town of Addison
5300 Belt Line Road
Addison, Texas 75001
[REDACTED]

AddisonTexas.Net
B|R|A|V|E... It's how we make a difference.
AccountaBility | Responsiveness | InnovAtion | SerVice | IntEgrity

-----Original Message-----

From: David Lee
Sent: Friday, August 30, 2024 8:13 AM
To: Marlin Willesen <mwillesen@addisontx.gov>
Subject: Oak trees

Regarding maintaining oak trees in the back between green hill

Sent from my iPhone

WARNING: This email is from an external source. Please DO NOT click links or open attachments without positive sender verification of purpose. Never enter Username, Password, or sensitive information on linked pages from any email. If you are unsure about the message, please click on the Report Phishing button located to the right side of the Menu above.

Lesley Nyp

From: Marlin Willesen
Sent: Thursday, September 5, 2024 2:49 PM
To: Lesley Nyp
Cc: David Gaines; Steve Ballard; Janna Tidwell
Subject: FW: Tree Issues-Greenhill School

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Lesley,

Please see the input below from Steve Ballard who lives at 4044 Old Town Road, Addison, TX 75001.

Marlin Willesen | Council Member

Town of Addison

5300 Belt Line Road

Addison, Texas 75001


AddisonTexas.Net

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-----Original Message-----

From: Steve Ballard
Sent: Thursday, September 05, 2024 1:29 PM
To: Marlin Willesen <mwillesen@addisontx.gov>
Subject: Tree Issues-Greenhill School

Hello;

We do not want any removal of existing old growth trees such as oaks and magnolias from the area under discussion and review.

The ambiance afforded us by these trees is a real bonus and attraction here at Old Town rd and the neighborhood.

Thank You,

Steve Ballard

Sent from my iPhone

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City Council (FY24)

6. a.

Meeting Date: 09/24/2024

Department: Development Services

Key Focus Areas: Economic Development and Revitalization

AGENDA CAPTION:

Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Chick-Fil-A, located at 3790 Belt Line Road, in order to allow two attached wall signs to exceed the maximum effective area on the north and south facades within the Addison Town Center Special District. (Case MR2024-07/3790 Belt Line Road - Chick-Fil-A).

BACKGROUND:

Chick-fil-A is constructing a new restaurant at 3790 Belt Line Road and has requested a Meritorious Exception to the Sign Ordinance to install two attached wall signs, which each exceed the maximum effective area. The property lies within the Addison Town Center Special Sign District, which allows one sign per 20 feet of linear frontage, with a maximum square footage of a sign to be 3.5% of the square footage of the facade, and a maximum letter height to be six feet for all letters. The district was intended to create cohesive and unified signage for the shopping center. At the May 28, 2024 City Council meeting, a Meritorious Exception was approved for Chick-Fil-A to allow a detached single-tenant monument sign.

The proposed wall sign exceeds the maximum effective area allowed by 28 square feet, which is proposed on the front and rear of the building. All other applicable standards are met with the proposed sign, including letter/logo height.

Meritorious exceptions to the Sign Ordinance are allowed under the following provision:

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

Staff does not believe that the criteria for a meritorious exception have been met

for the proposed attached wall signs. The allowances within the Addison Town Center Special Sign District are less restrictive than the standard sign code. Additionally, a Meritorious Exception was approved for the subject property to increase visibility from the Belt Line Road.

RECOMMENDATION:

Administration recommends denial.

Attachments

MR2024-07 Presentation

MR2024-07 Ordinance

MR2024-07 Plans

Chick-Fil-A Meritorious Exception (MR2024-07)

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is itself set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle with a white circle and a grey triangle in the top-left corner.

ADDISON

Case MR2024-07 Chick-Fil-A

ADDISON

LOCATION:

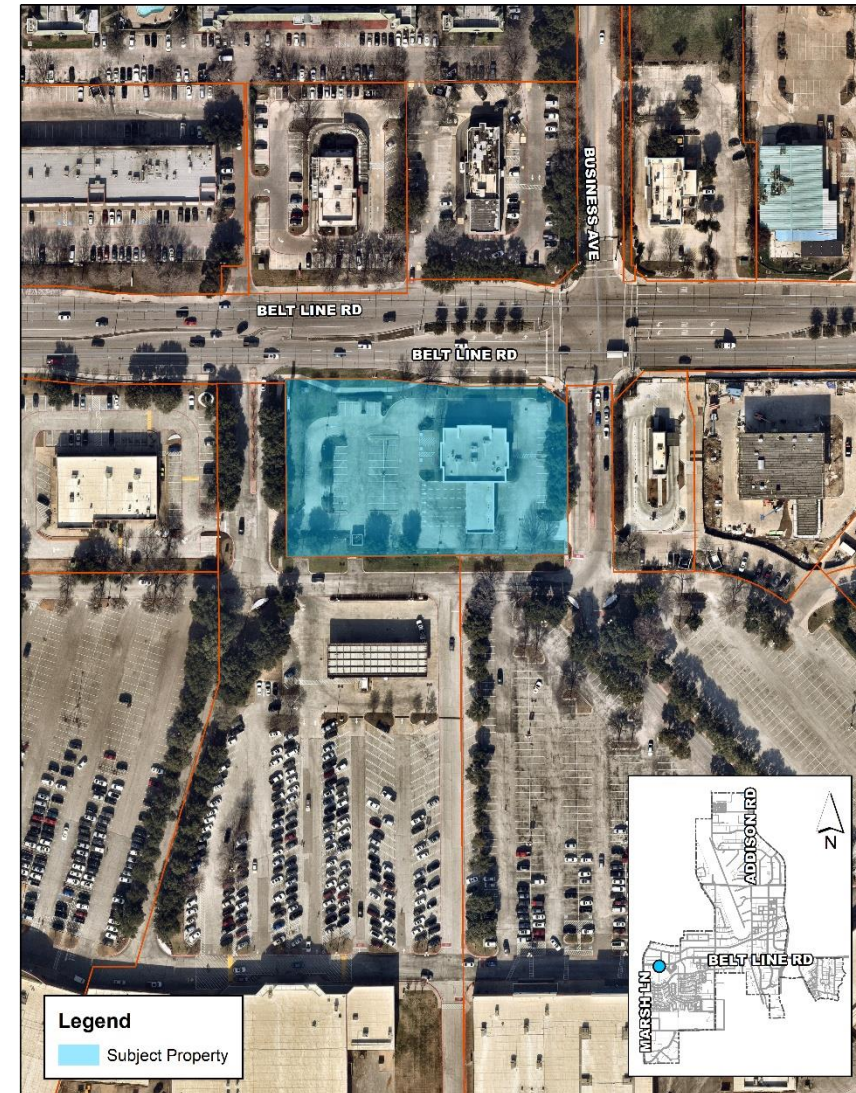
3790 Belt Line Road

REQUEST:

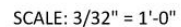
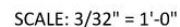
Approval of a Meritorious Exception to allow two attached wall signs to exceed the maximum size within the Addison Town Center Special Sign District for Chick-Fil-A.

ACTION REQUIRED:

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



ADDISON



SIGN CODE COMPLIANCE REVIEW

- The front and rear attached wall signs exceed the maximum effective area.
 - Required: 31 Square Feet
 - Proposed: 59 Square Feet
- Applicant Justification:
 - Ensure public safety on high traffic road to facilitate the ease of navigation for customers.
 - Chick-Fil-A branding consistency and uniform aesthetic.



C3 **PLC - 5'0"**
ONE (1) REQUIRED - MANUFACTURE & INSTALL

SCALE: 3/4" = 1'-0"
LIVE AREA: 38 SQ.FT
OVERALL AREA: 59 SQ.FT

[SEE SECTION DETAIL](#)

MERITORIOUS EXCEPTION CRITERIA:

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

Proposal does not meet hardship criteria:

- City Council approved a Meritorious Exception for a monument sign for the subject property to ensure visibility from Belt Line Road.
- The Addison Town Center Special Sign District is less restrictive than the based wall sign requirements.

Case MR2024-07 Chick-Fil-A

ADDISON

RECOMMENDATION:

Staff recommends **denial** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR CHICK-FIL-A, A RESTAURANT LOCATED AT 3970 BELT LINE ROAD, TO ALLOW TWO ATTACHED WALL SIGNS TO EXCEED THE MAXIMUM EFFECTIVE AREA WITHIN THE ADDISON TOWN CENTER SPECIAL DISTRICT; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 62.33 permits the City Council to approve exceptions to provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

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

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

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

SECTION 2. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted for Chick-fil-A, a restaurant located at 3970 Belt Line Road, to allow two attached wall signs to exceed the maximum effective area, as depicted in **Exhibit A**. Except as permitted herein, all other signage on the property shall comply with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62.35 of the Town of Addison Code of Ordinances, be fined, upon conviction, in an amount of not more than Five Hundred and No/00 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the **24TH** day of **SEPTEMBER** 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

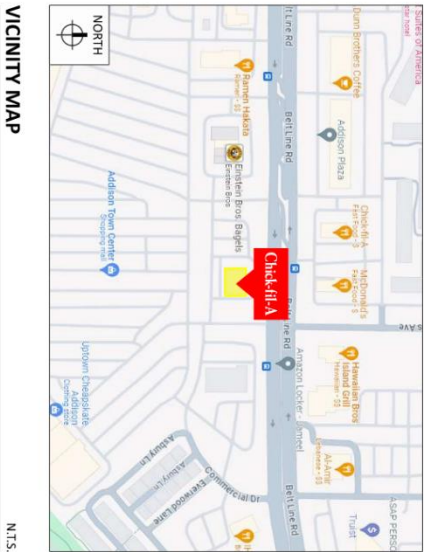
APPROVED AS TO FORM:

Valencia Garcia, City Secretary

Whitt Wyatt, City Attorney

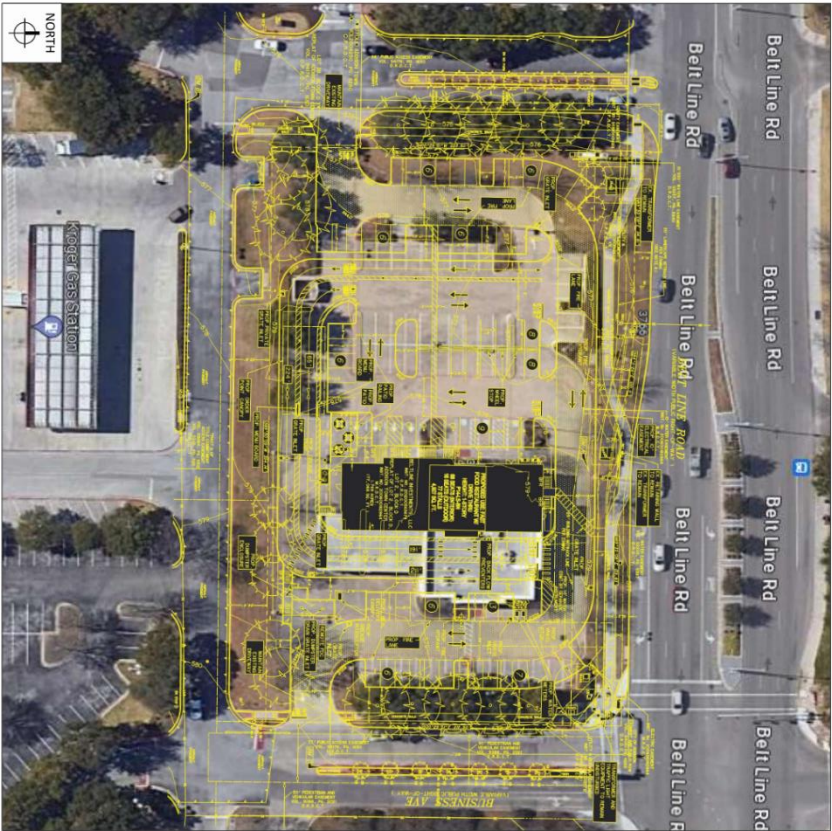
EXHIBIT A

EXHIBIT A



KRISTEN HAMILTON
678-725-8852
KHamilton@chandlersigns.com

LEAH CASALE
210-349-3804
LCasale@chandlersigns.com



Order #	06396154 APV
Sheet	1 of 8
Client	CRA 05521
Address	3790 Belt Line Road Addison, Texas
Account	KH/LC
Revised	MR
Designer	MR
Date	6/12/24
Revision / Date	

APV 006 6/12/24

CHANDLER
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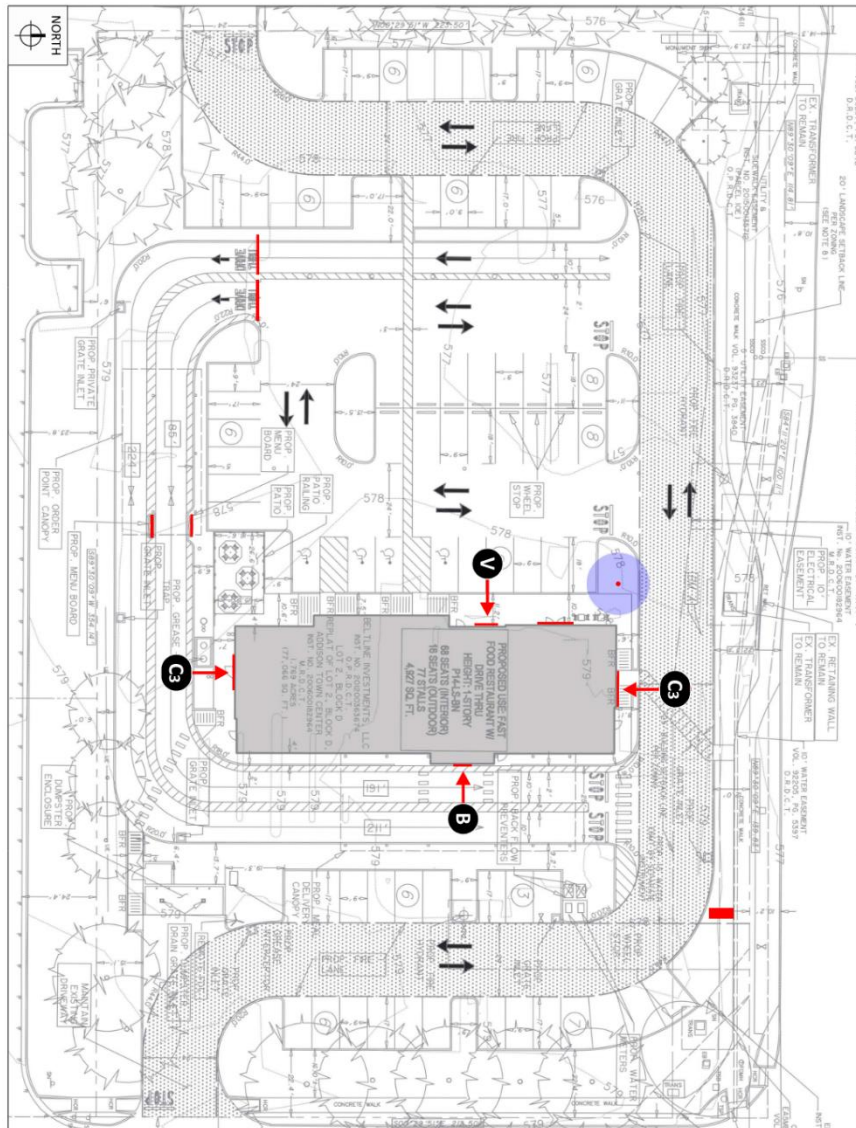
11111 Addison Blvd, Suite 100
Addison, TX 75001
714.349.3804
11111 Addison Blvd, Suite 100
Addison, TX 75001
714.349.3804

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FINAL ELECTRICAL
CONNECTION BY
CUSTOMER

THE TOWN OF ADDISON, TEXAS
IS HEREBY APPROVING THE
PROPOSED ELECTRICAL
CONNECTION FOR THE
PROJECT SHOWN ON THIS
DRAWING.

SCALE: 1/32" = 1'-0"

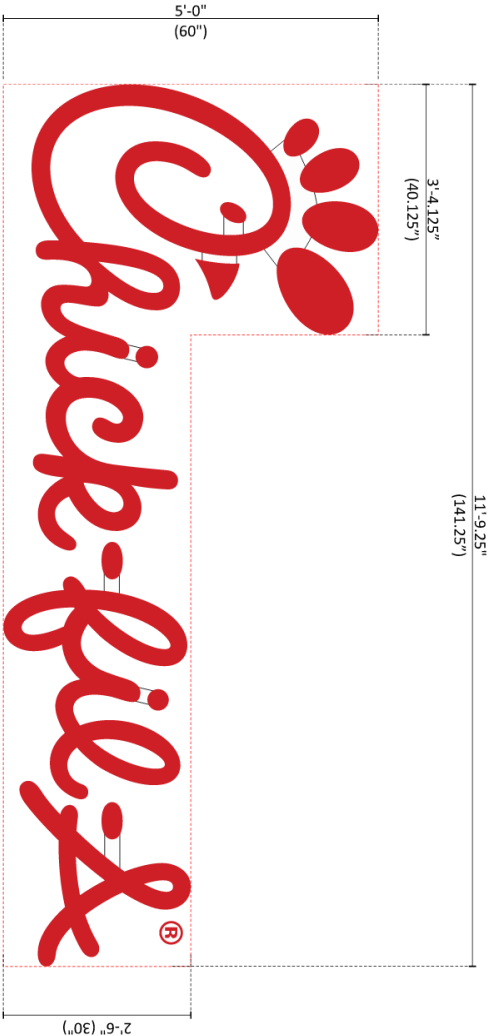


SIGN ID LETTER	FACE A	FACE B
	5'-0" 	N/A

[illegible]

EXHIBIT A

C3 **PLC - 5'0"**
ONE (1) REQUIRED - MANUFACTURE & INSTALL
SCALE: 3/4" = 1'-0"
LIVE AREA: 38 SQ.FT
OVERALL AREA: 59 SQ.FT
SEE SECTION DETAIL



DAL - MANUFACTURING
NEW CFA LOGO

Design #	0639635A APV
Sheet	6 of 8
Client	CFA 05521
Address	3730 Belt Line Road Addison, Texas
Account Rep.	KH/LC
Designer	MR
Date	6/12/24
Revision / Date	

APV KMK-6/12/24

	CHANDLER SIGNES
chandlersignes.com	
Chandler Signes is a leading provider of custom signage solutions for businesses and organizations. Our team of experts works closely with clients to create high-quality, long-lasting signs that enhance their brand and improve their marketing efforts.	
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Star Knoxville	12120 Lake Ridge Avenue Lawrenceville, GA 30046 770.962.8888
Star Texas	12120 Lake Ridge Avenue Lawrenceville, GA 30046 770.962.8888

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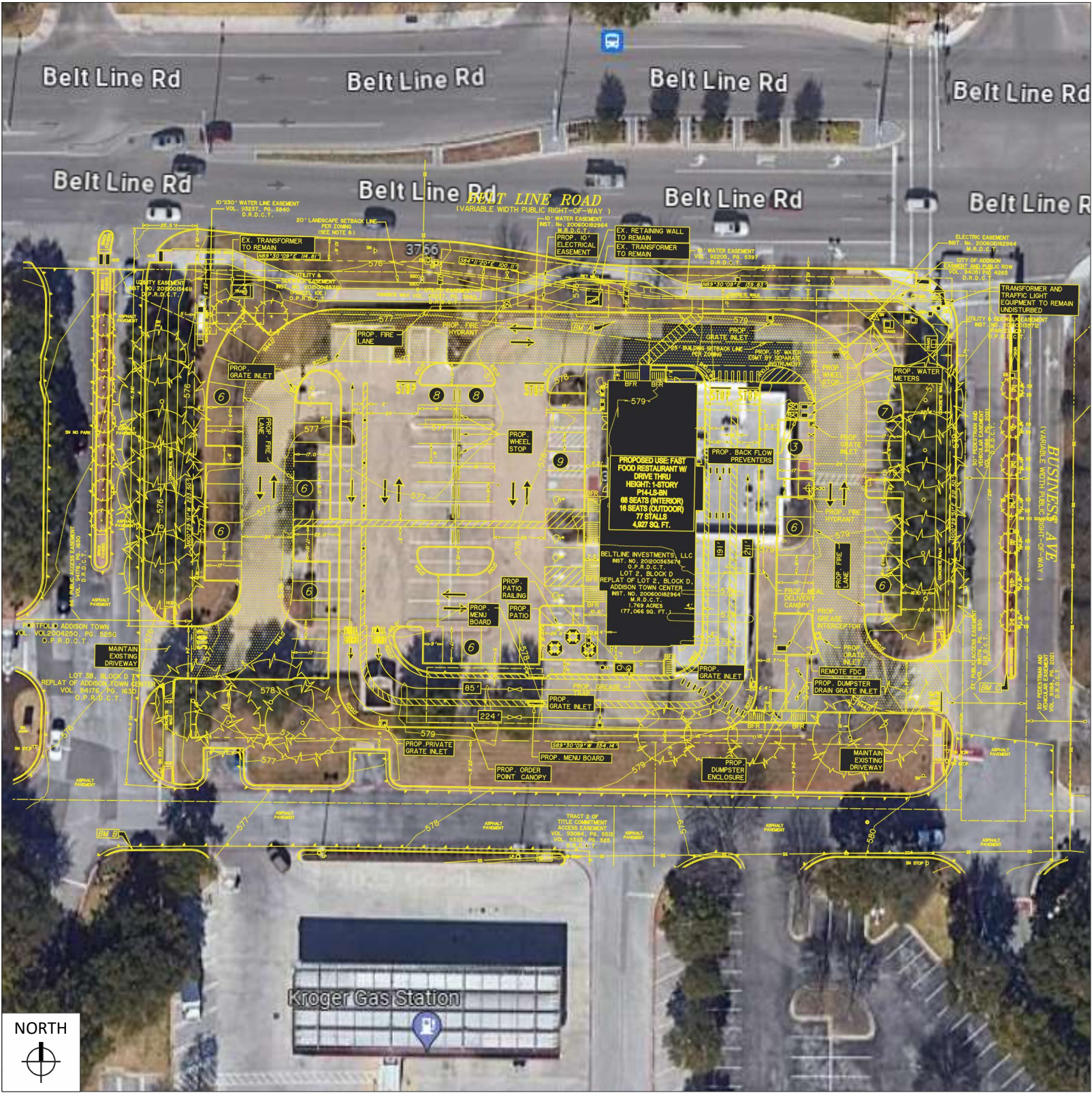


VICINITY MAP

N.T.S.

KRISTEN HAMILTON
678-725-8852
KHamilton@chandersigns.com

LEAH CASALE
210-349-3804
LCasale@chandersigns.com



AERIAL VIEW / SITE PLAN OVERLAY

N.T.S.

APPROVED

By kmccur1 at 11:42 am, 6/12/24

Design #	
0639615A APV	
Sheet	1 of 8
Client	
CFA 05521	
Address	
3790 Belt Line Road Addison, Texas	
Account Rep.	KH/LC
Designer	MR
Date	6/12/24
Revision / Date	

APV KmC 6/12/24

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SIGNS**

chandersigns.com

National Headquarters
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Fort Worth, TX 76155
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San Antonio
17319 San Pedro Avenue
Suite 200
San Antonio, TX 78232
(210) 349-3804 Fax (210) 349-8724

Georgia
111 Woodstone Place
Dawsonville, GA 30534
(678) 725-8852 Fax (210) 349-8724

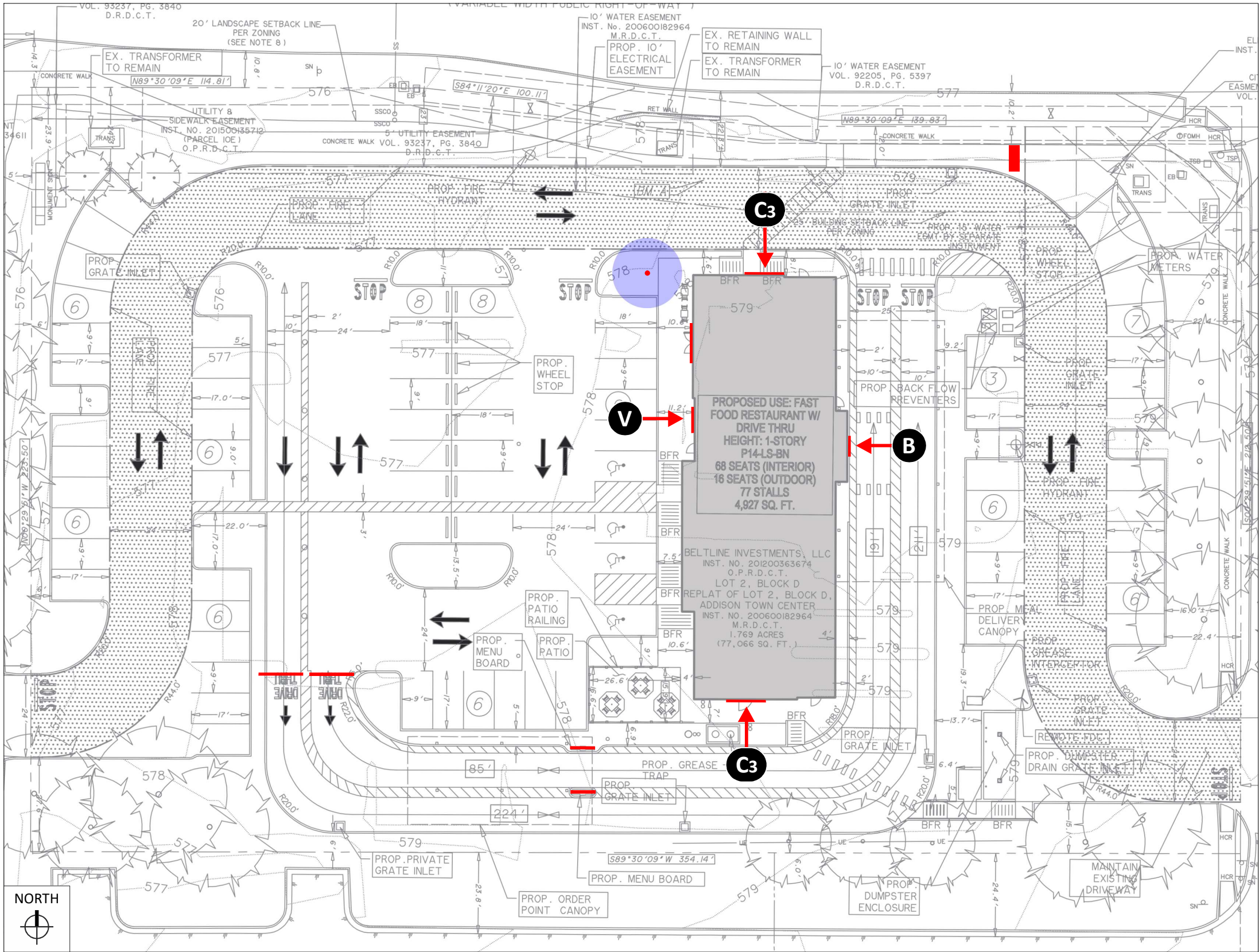
South Texas
PO BOX 125 206 Doral Drive
Portland, TX 78374
(361) 563-5599 Fax (361) 643-6533

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PROPER GROUNDING & BONDING OF THE SIGN.
SIGN WILL BEAR UL LABEL(S).



SITE PLAN 1

SCALE: 1/32" = 1'-0"

SIGN ID LETTER	FACE A	FACE B
C1-3	5'-0" 	N/A

Design #	0639615A APV
Sheet	2 of 8
Client	CFA 05521
Address	3790 Belt Line Road Addison, Texas
Account Rep.	KH/LC
Designer	MR
Date	6/12/24
Revision / Date	

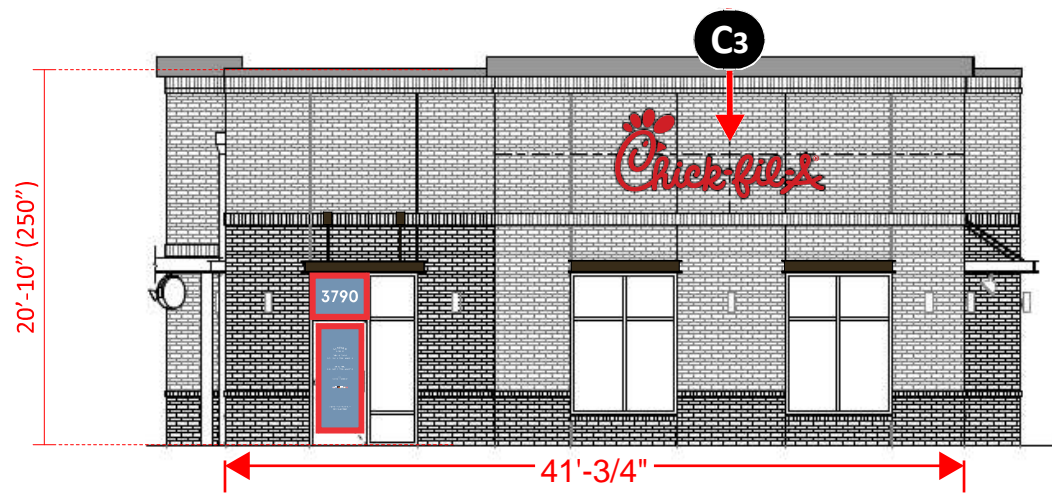
APV KMc 6/12/24

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San Antonio	17319 San Pedro Avenue Suite 200 San Antonio, TX 78232 (210) 349-3804 Fax (210) 349-8724
Georgia	111 Woodstone Place Dawsonville, GA 30534 (678) 725-8852 Fax (210) 349-8724
South Texas	PO BOX 125 206 Doral Drive Portland, TX 78374 (361) 563-5599 Fax (361) 643-6533

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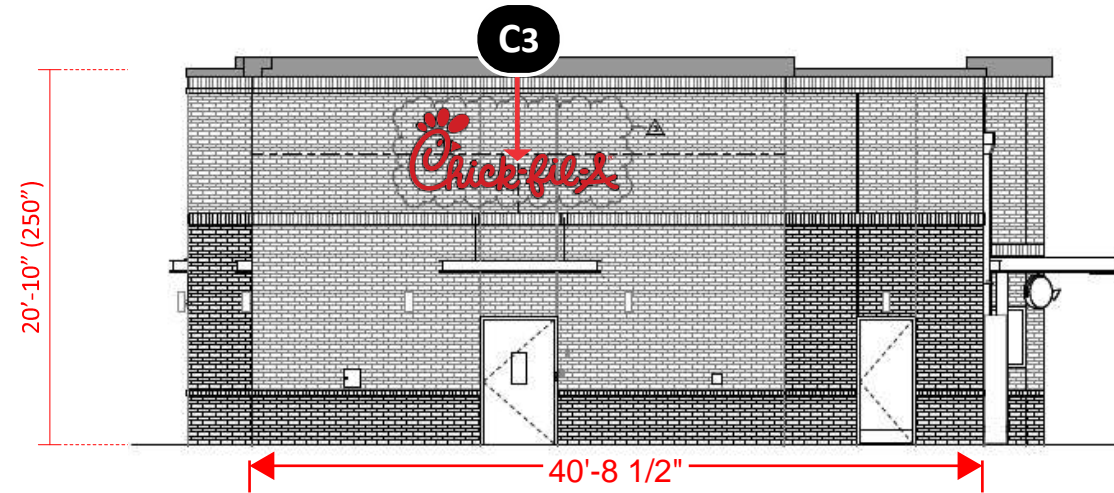
THIS SIGN IS INTENDED TO BE INSTALLED
IN ACCORDANCE WITH ARTICLE 600 OF THE
NATIONAL ELECTRICAL CODE AND/OR OTHER
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PROPER GROUNDING & BONDING OF THE SIGN.
SIGN WILL BEAR UL LABEL(S).



FRONT ELEVATION

SCALE: 3/32" = 1'-0"

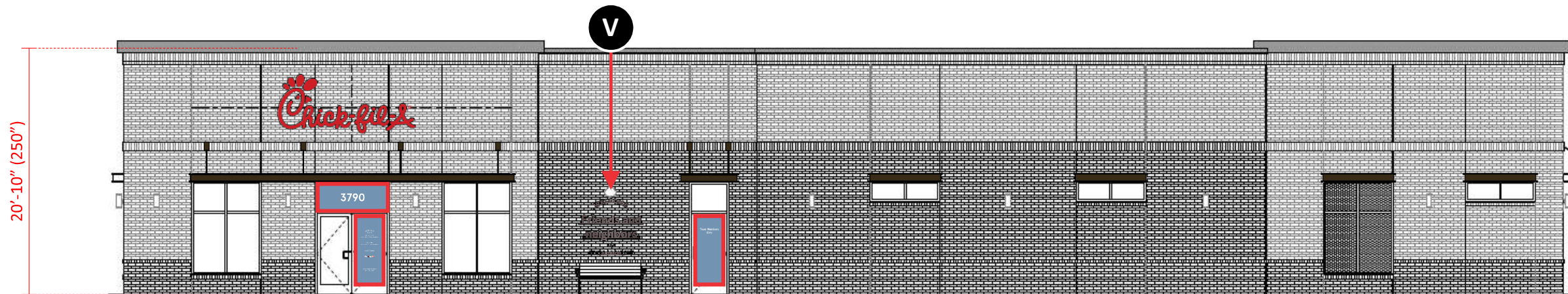
2555 BUILDING SQ. FT.



REAR ELEVATION

SCALE: 3/32" = 1'-0"

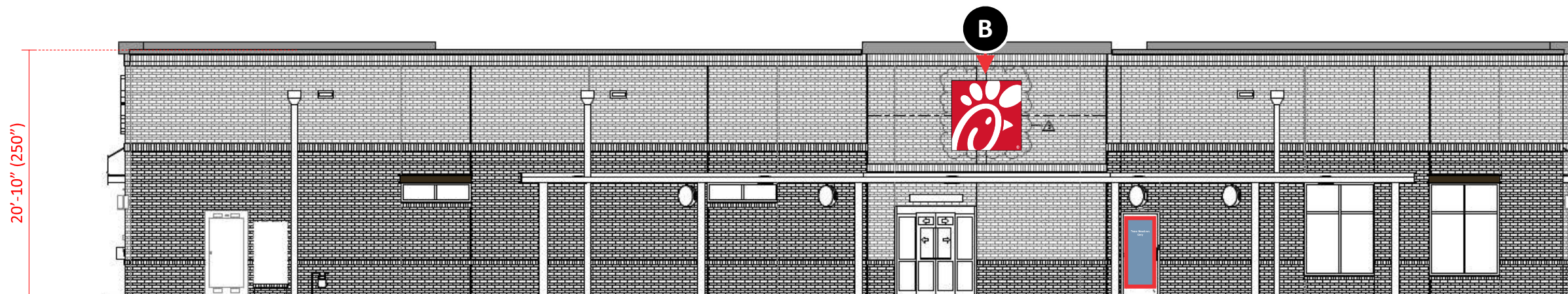
2555 BUILDING SQ. FT.



MAIN ENTRY ELEVATION

SCALE: 3/32" = 1'-0"

2555 BUILDING SQ. FT.



DRIVE THRU ELEVATION


SCALE: 3/32" = 1'-0"

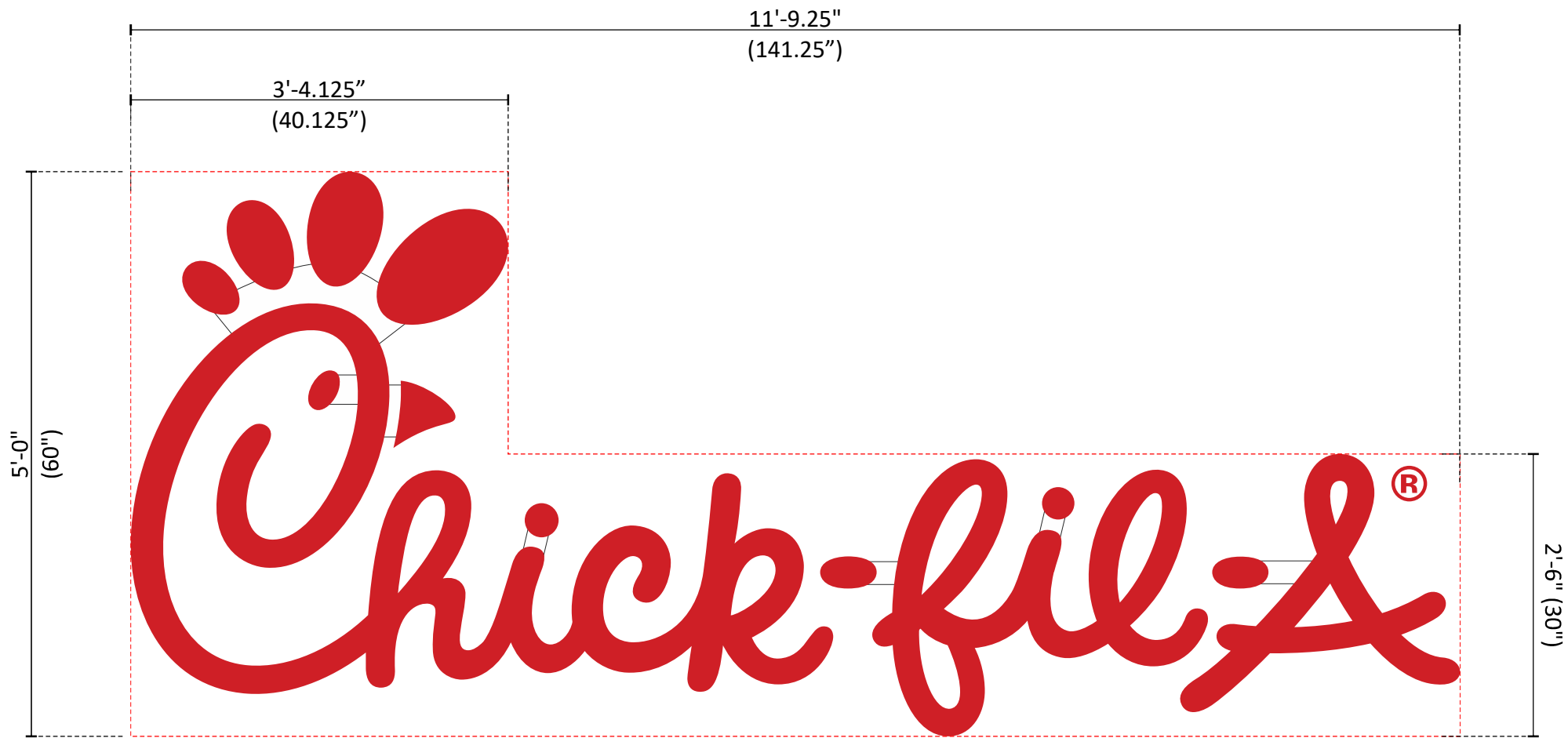
2555 BUILDING SQ. FT.

Design #	0639615A APV
Sheet	3 of 8
Client	CFA 05521
Address	3790 Belt Line Road Addison, Texas
Account Rep.	KH/LC
Designer	MR
Date	6/12/24
Revision / Date	

APV KMc 6/12/24

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C3 **PLC - 5'0"** **SCALE: 3/4" = 1'-0"**
ONE (1) REQUIRED - MANUFACTURE & INSTALL **LIVE AREA: 38 SQ.FT**
OVERALL AREA: 59 SQ.FT

SEE SECTION DETAIL

DAL - MANUFACTURING
NEW CFA LOGO

Design #			
0639615A APV			
Sheet			
6	of	8	
Client			
CFA 05521			
Address			
3790 Belt Line Road Addison, Texas			
Account Rep.		KH/LC	
Designer		MR	
Date		6/12/24	
Revision / Date			

APV KMc 6/12/24

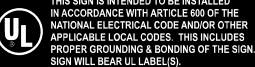


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South Texas	

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**FINAL ELECTRICAL
CONNECTION BY
CUSTOMER**



City Council (FY24)

6. b.

Meeting Date: 09/24/2024

Department: Parks & Recreation

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present, discuss and consider action on a Resolution approving the installation of three public art pieces donated by the Addison Arbor Foundation to be located in the public open space trail corridor dedicated to the Town with the AMLI Treehouse Development and providing for an effective date.

BACKGROUND:

The Addison Arbor Foundation (AAF) is proposing to locate three sculptures within the open space dedicated to the Town as part of the AMLI Treehouse Development. The three proposed sculptures are listed below:

- Public Art Site 1 - Kinetic sculpture by artist Jeff Kahn titled "Four Moons Rising"
- Public Art Site 2 - Stainless steel tree sculpture by artist Michael Warrick titled "Three Songs for a Poet"
- Public Art Site 3 - Corten steel dog sculpture by artist Dale Rogers titled "Happy Dogs"

Per the development agreement with AMLI, the developer is contributing \$150,000 to AAF for the installation of public art. The funds donated by AMLI are being utilized for the three installations.

AAF will make a presentation to Council, which will include photos and locations of the proposed works.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - AAF Public Art Donation

Presentation - AAF Public Art Donation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE INSTALLATION OF A PUBLIC ART PIECE CREATED BY ARTIST KEVIN BOX TO BE LOCATED IN A PUBLIC ACCESS EASEMENT WITHIN THE JEFFERSON AERO DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Addison Arbor Foundation desires to install certain public art for the Town of Addison (“City”) within the public open space dedicated to the Town as part of the AMLI Treehouse Development

WHEREAS, the City Council desires to accept the donations of three Public Art pieces from the Addison Arbor Foundation and approve the placement of the three Public Art installations within the public open space dedicated to the Town as part of the AMLI Treehouse Development.

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

SECTION 1. The Addison City Council approves and accepts the donation of the three Public Art installations Created by:

- Artist Jeff Kahn titled “Four Moons Rising”
- Artist Michael Warrick “Three Songs for a Poet”
- Artist Dale Rogers “Happy Dogs”

as shown in **Exhibit A** attached hereto. The City Council further authorizes the installation of the foregoing Public Art by the Addison Arbor Foundation in the public open space dedicated to the Town as part of the AMLI Treehouse Development

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 **24th** day of **September**, 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

EXHIBIT A

Installation 1 - Pictured below “Four Moons Rising” kinetic sculpture by artist Jeff Kahn installed at Public Art Site 1 identified on the site plan map. Dimensions are approximately 18-22’ tall and material is Aluminum.



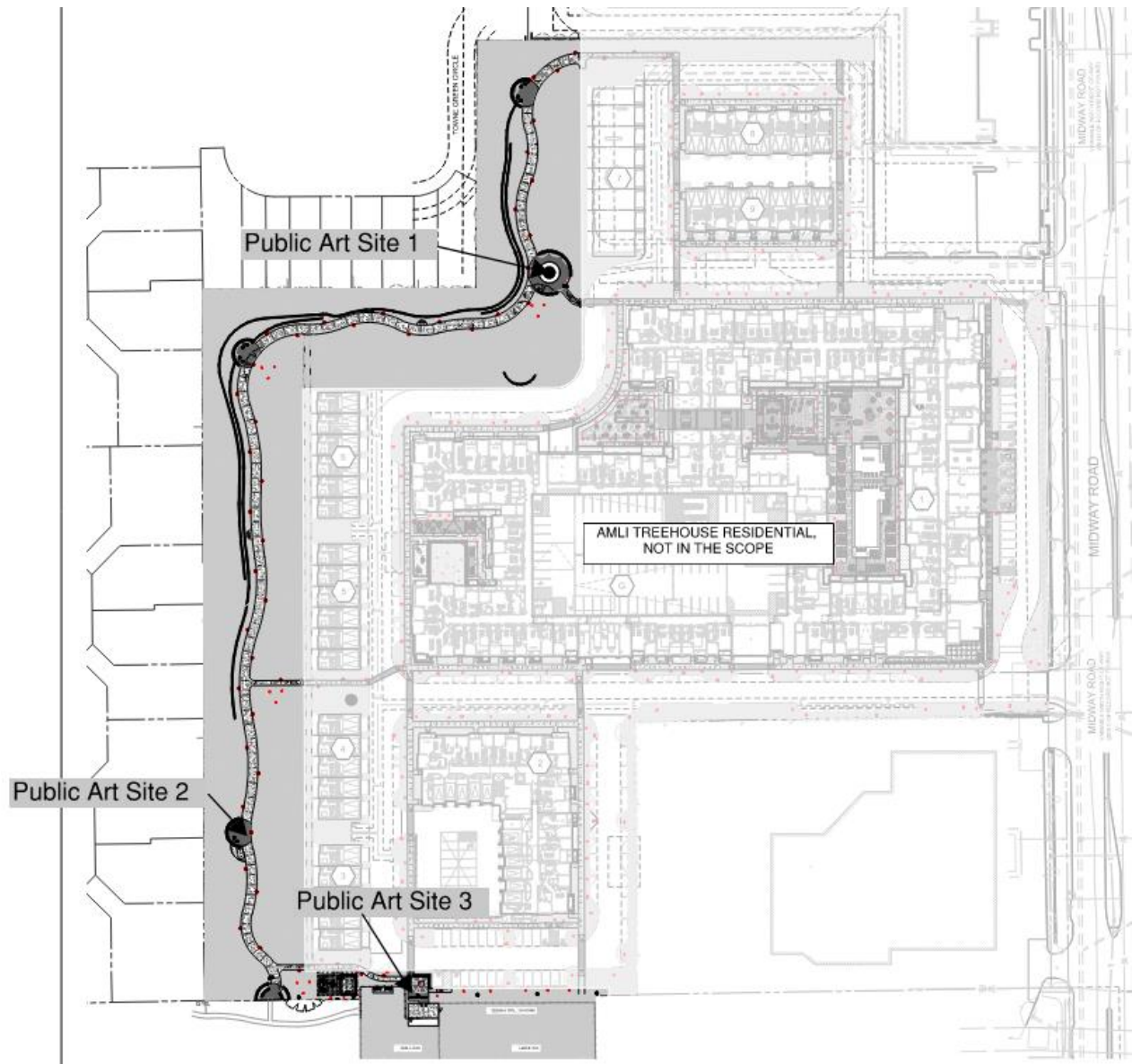
Installation 2 - Pictured below “Three Songs for a Poet” sculpture by artist Michael Warrick installed at Public Art Site 2 identified on the site plan map. Dimensions are approximately 15’ tall and material is Stainless Steel.



Installation 3 - Pictured below “Happy Dogs ” sculpture by artist Dale Rogers installed at Public Art Site 3 identified on the site plan map. Dimensions are approximately 4’ and 6’ tall and material is Corten Steel.



PUBLIC ART SITE PLAN MAP



AMLI TREEHOUSE

PUBLIC ART LOCATION REQUEST



AML Treehouse 1 Location Request



AML TREEHOUSE SCULPTURES

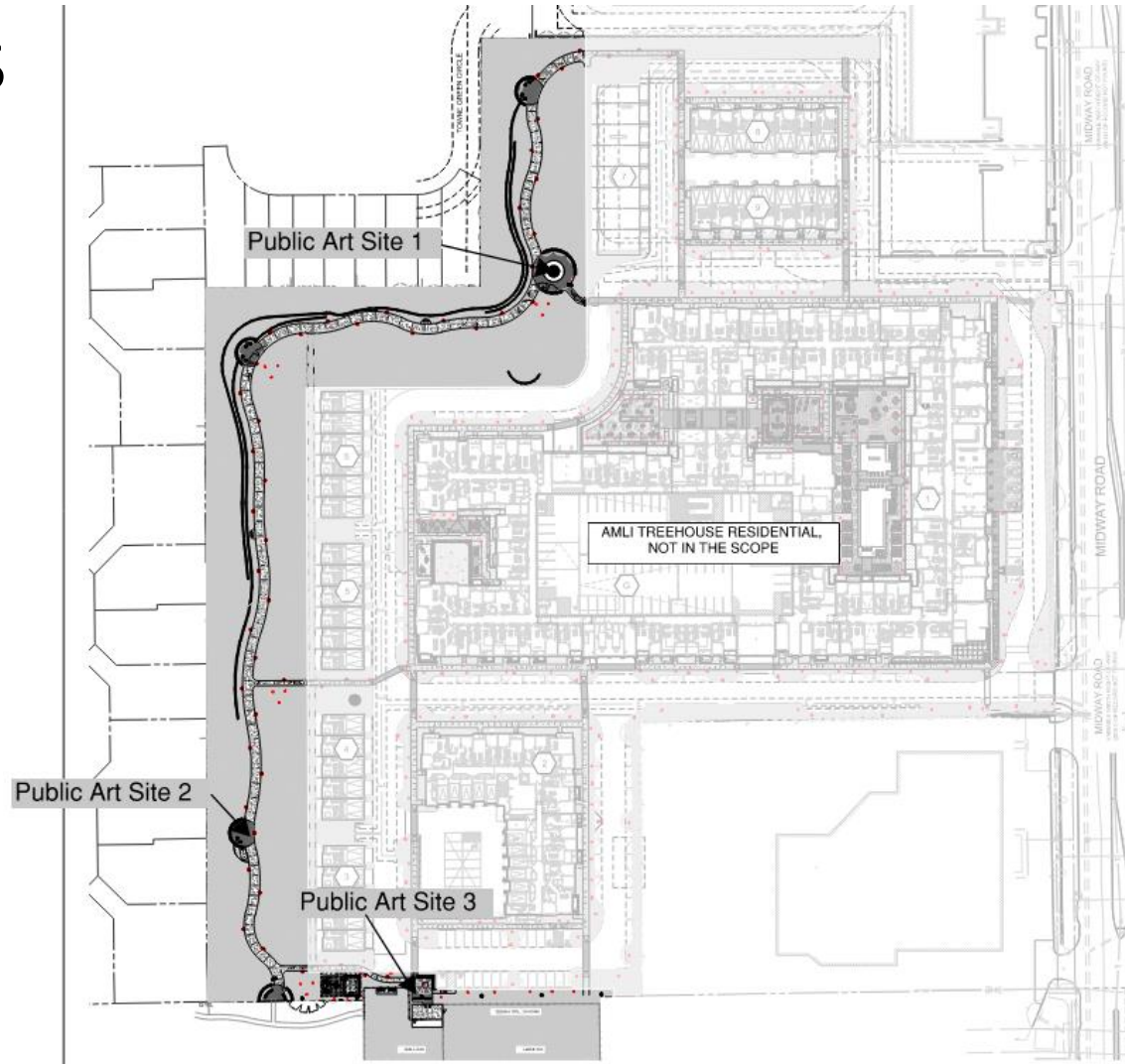
Public Art Site 1
Kinetic



Public Art Site 2
Themed (Tree)



Public Art Site 3
Whimsical





ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Jeff Kahn

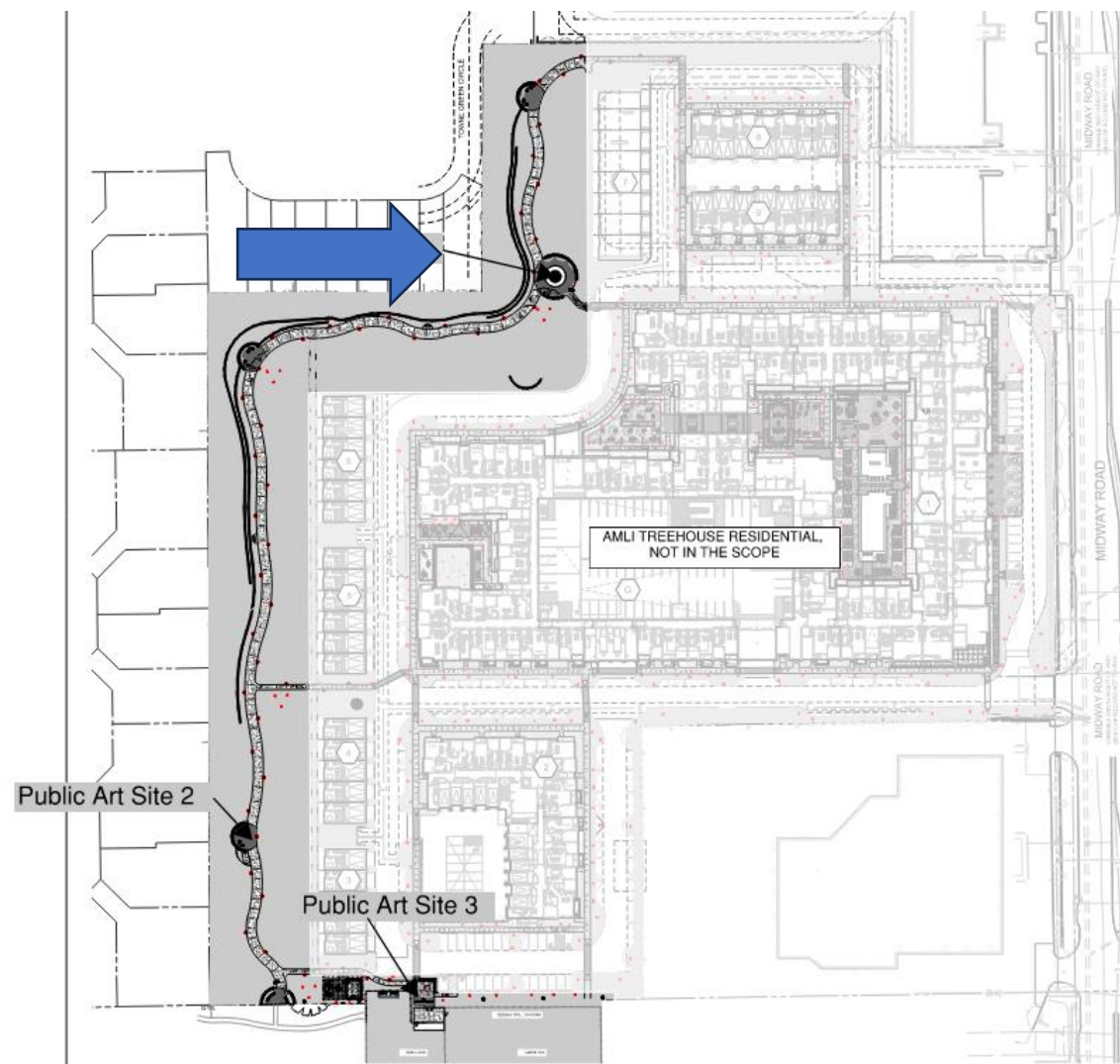
Materials: Aluminum

Size: 18' – 22'

Title: *4 Moons Rising*

Location: Public Open Space Dedicated with
AMLI Treehouse Development, Site 1

PUBLIC ART SITE 1





ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Jeff Kahn

Materials: Aluminum

Size: 18' – 22'

Title: *4 Moons Rising*

Location: Public Open Space Dedicated with
AMLI Treehouse Development, Site 1





ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Michael Warrick

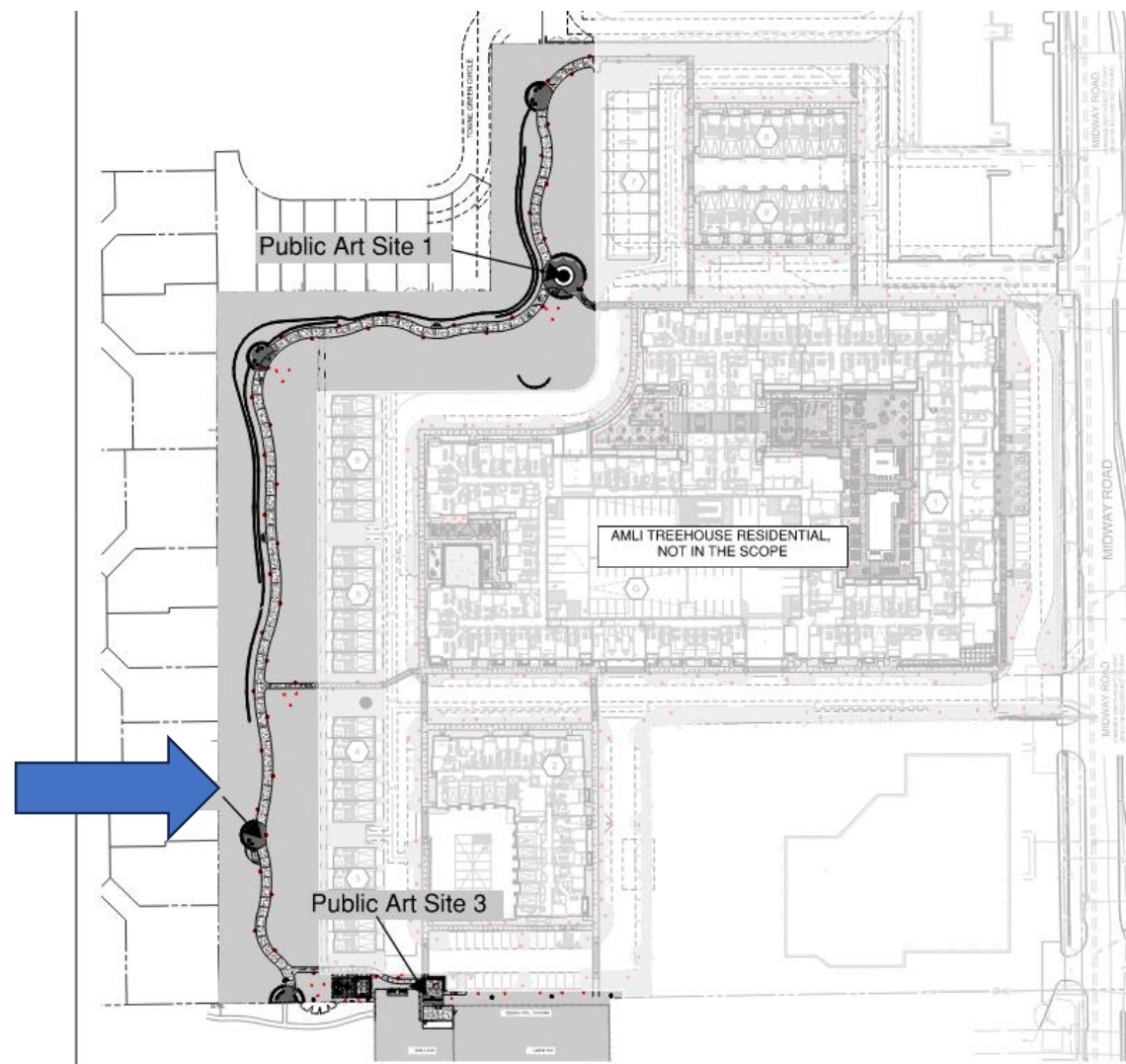
Materials: Stainless steel

Size: Approximately 15'

Title: *Three Songs for a Poet*

Location: Public Open Space Dedicated with
AMLI Treehouse Development, Site 2.

PUBLIC ART SITE 2





Public Art Location Request

Artist: Michael Warrick

Materials: Stainless steel

Size: Approximately 15'

Title: *Three Songs for a Poet*

Location: Public Open Space Dedicated with
AML Treehouse Development, Site 2.





ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Dale Rogers

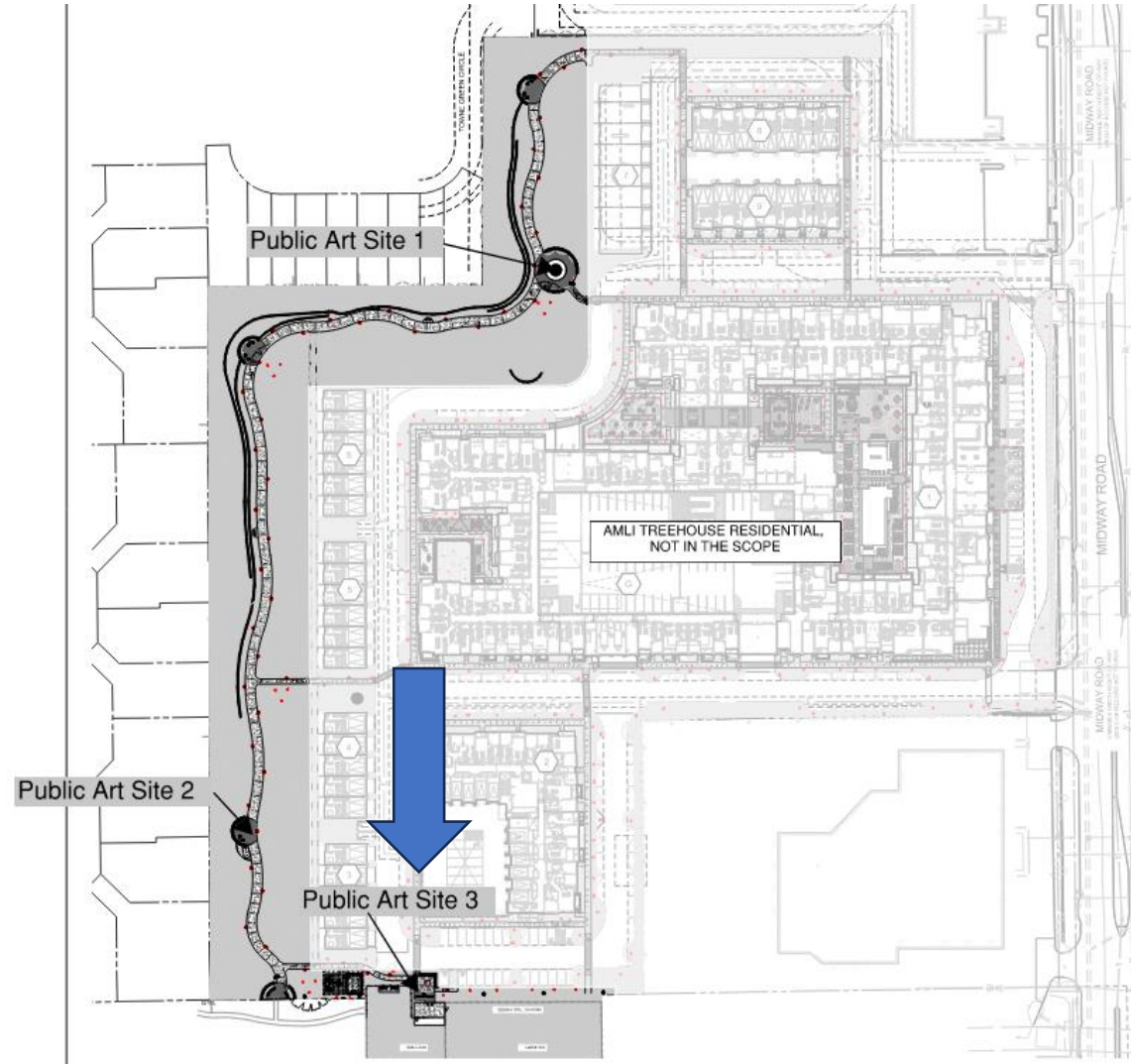
Materials: Corten Steel

Sizes: 4' and 6'

Title: *Happy Dogs*

Location: Public Open Space Dedicated
with AMLI Treehouse Development, Site 3
– Adjacent to Redding Trail Dog Park

PUBLIC ART SITE 2





ADDISON ARBOR FOUNDATION

Public Art Location Request

Artist: Dale Rogers

Materials: Corten Steel

Sizes: Approximately 4' and 6'

Title: *Happy Dogs*

Location: Location: Public Open Space
Dedicated with AMLI Treehouse
Development, Site 3 – Adjacent to Redding
Trail Dog Park



Note: Placement of dogs and head positions may vary from photo.

City Council (FY24)

6. c.

Meeting Date: 09/24/2024

Department: Finance

Pillars: Gold Standard in Financial Health

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

AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2024.

BACKGROUND:

The Fiscal Year (FY) 2024 budget was adopted by the Council on September 12, 2023. This is the second amendment to the FY2024 Town of Addison annual budget.

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

Major items include:

General Fund

- Allocate \$387,000, offset by an equal increase in Sales Tax (\$300,000) and 911 Fees (\$87,000), from the General Fund for the following:
 - \$175,000 in the Combined Services Department for legal services.
 - \$100,000 in the Police Department for animal control services.
 - \$87,000 in the Emergency Communications Department for pass through funding received by the Town from the State of Texas to the North Texas Emergency Communications Center.
 - \$25,000 in the Streets Department for street maintenance and signals.
- Additionally, this budget amendment authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2023-2024 budget to the Self-Funded Special Projects Fund. The amount of this transfer (if applicable) will be known in late November 2024 after the Town has recorded all revenues and expenditures for Fiscal Year 2023-2024. The Fiscal Year 2023-2024 estimate included in the Fiscal Year 2024-2025 budget included an estimated transfer amount of \$2,000,000.

Infrastructure Investment Fund

- An amendment is needed in the Infrastructure Investment Fund to allocate \$1,391,073 for prior year encumbrances and \$500,000 for Conference Center renovations.

Capital Projects Fund

- An amendment is needed in the Capital Projects Fund to allocate \$156,903 for prior year encumbrances from the 2021 General Obligation Bonds and \$500,000 from the 2024 Certificates of Obligation Bonds for the new North Texas Emergency Communications Facility.

Self-Funded Special Projects Fund

- An amendment is needed in the Self-Funded Projects Fund to allocate \$1,221,000, partially offset by \$200,000 in Tree Mitigation Fees for the following:
 - \$150,000 for Emergency storm debris cleanup approved by Council on September 10, 2024
 - \$126,000 for storm related facility repairs
 - \$120,000 for a Police and Fire staffing study approved by Council on January 9th, 2024
 - \$85,000 for Christmas Tree lease and lighting
 - \$300,000 for TXDoT Highway Safety Improvement Program design and matching funds approved by Council on January 9, 2024, June 25, 2024, and July 23, 2024
 - \$80,000 for prior year encumbrances for the Unified Development Code
 - \$200,000 for tree replacement and mitigation offset by an equal amount of tree mitigation revenue
 - \$160,000 for prior year encumbrances for Beltway Trail consulting services

Utility Fund

- An additional appropriation of \$200,000 is needed in the Utility Fund to provide funding for professional services to update the Town's water and wastewater master plan that was approved by Council on January 9, 2024. These additional appropriations are offset by corresponding increased water sales revenue of \$200,000, resulting in a net impact on the Utility Fund of \$0.

Capital Equipment Replacement Fund

- An additional appropriation of \$170,896 is needed in the Capital Equipment Replacement Fund for costs associated with the replacement of an

ambulance and vehicle upfitting costs.

Facility Maintenance Fund

- An additional appropriation of \$350,000 is needed in the Facility Maintenance Fund for repairs and remediation at the Police and Courts Facility, repairs at the Conference Center and Theatre Center, and repairs and improvements at the Service Center.

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
General Fund	\$387,000	\$387,000	\$0
Infrastructure Investment Fund	\$1,891,073	\$0	(\$1,891,073)
Capital Projects Fund	\$656,903	\$0	(\$656,903)
Self-Funded Special Projects Fund	\$1,221,000	\$200,000	(\$1,021,000)
Utility Fund	\$200,000	\$200,000	\$0
Capital Equipment Replacement Fund	\$170,896	\$0	(\$170,896)
Facility Maintenance Fund	\$350,000	\$0	(\$350,000)
Total	\$4,876,872	\$787,000	(\$4,089,872)

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

RECOMMENDATION:

Administration recommends approval.

Attachments

Presentation - Fiscal Year 2024 Year-End Budget Amendment

Ordinance - Budget Amendment #2

FY2024 Year End Budget Amendment

Steven Glickman
Chief Financial Officer

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

Regular amendments are an accepted practice

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

Town's budget amendment policy:

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

Revenues

- Sales Tax Revenue = \$300,000
- 911 Fees = \$87,000

Expenses

- Combined Services
 - Legal Services = \$175,000
- Police Department
 - Animal Control services = \$100,000
- Streets Department
 - Street Maintenance and Signals = \$25,000
- Emergency Communications
 - 911 Fee Passthrough = \$87,000

- This budget amendment also authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2023-2024 budget to the Self-Funded Special Projects Fund.
- The amount of this transfer (is applicable) will be known in late November 2024 after the Town has recorded all revenues and expenditures for Fiscal Year 2023-2024.
- The Fiscal Year 2023-20234 estimate included in the Fiscal Year 2024-2025 budget included an anticipated transfer amount of \$2,000,000.

Revenues

Expenses

- Prior Year Encumbrances = \$1,391,073
 - Conference Center Renovations = \$500,000
- Total = \$1,891,073

Revenues

Expenses

- Prior Year Encumbrances = \$156,903
- NTECC 2 = \$500,000
- Total = \$656,903

Revenues

- Tree Mitigation Revenue = \$200,000

Expenses

- Storm Debris Cleanup = \$150,000
- Storm Related Facility Repairs = \$126,000
- Public Safety Staffing Study = \$120,000
- Tree Mitigation = \$200,000
- Christmas Tree Lease and Lighting = \$85,000
- TXDoT HSIP = \$300,000
- Prior Year Encumbrances
 - UDC = \$80,000
 - Beltway Drive Trail = \$160,000
- Total = \$1,221,000

Revenues

- Water Sales = \$200,000

Expenses

- Water/Wastewater Master Plan = \$200,000

Revenues

Expenses

- Ambulance = \$135,000
 - Police vehicle upfitting = \$35,896
- Total = \$170,896

Revenues

Expenses

- Police and Courts Facility Remediation and Repairs = \$225,000
 - Conference Center and Theatre Center Repairs = \$100,000
 - Service Center Improvements = \$25,000
- Total = \$350,000

FY2024 Amendment: Grand Totals

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

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balances
General Fund	\$387,000	\$387,000	\$-
IIF Fund	\$1,891,073	\$-	(\$1,891,073)
Capital Projects Fund	\$656,903	\$-	(\$656,903)
Self-Funded Special Projects Fund	\$1,221,000	\$200,000	(\$1,021,000)
Utility Fund	\$200,000	\$200,000	\$-
CERF Fund	\$170,896	\$-	(\$170,896)
Facility Maintenance Fund	\$350,000	\$-	(\$350,000)
Total	\$4,876,872	\$787,000	(\$4,089,872)

Questions?

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024 FOR LEGAL SERVICES; EMERGENCY COMMUNICATIONS; STREET MAINTENANCE AND SIGNALS; CONFERENCE CENTER RENOVATIONS; WATER AND WASTERWATER MASTER PLAN; EMERGENCY DEBRIS CLEANUP AND STORM RELATED FACILITY REPAIRS; CHRISTMAS TREE LEASE AND LIGHTING; POLICE AND FIRE STAFFING STUDY; TXDOT HIGHWAY SAFETY IMPROVEMENT PROGRAM; TREE REPLACEMENT AND MITIGATION; AMBULANCE REPLACEMENT; PRIOR YEAR ENCUMBRANCES; POLICE VEHICLE UPFITTING; REMEDIATION AND REPAIRS AT THE POLICE AND COURTS FACILITY; REPAIRS AT THE CONFERENCE CENTER AND THEATRE CENTER; IMPROVEMENTS TO THE SERVICE CENTER; AND CONSTRUCTION OF THE NORTH TEXAS EMERGENCY COMMUNICATIONS CENTER FACILITY PROVIDING THAT EXPENDITURES SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2023, the City Council of the Town of Addison, Texas (the “City”) adopted a budget for the City for the fiscal year beginning October 1, 2023 and ending September 30, 2024 as set forth in City Ordinance No. 023-42; and

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

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

WHEREAS, the amendments to the City’s 2023-2024 budget made herein are as a result of conditions that have arisen and could not reasonably have been foreseen in the normal process of planning the budget, provide for additional expenses in which the general welfare of the citizenry is involved, and the City Council finds that the amendments provided for herein are of a serious public necessity and an urgent need for the City.

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

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

SECTION 2. In accordance with Section 5.08 of the City Charter, City Ordinance No. 2023-42 adopting the 2023-24 annual budget, is hereby amended as set forth in this Section 2 below and as detailed on **EXHIBIT A**, attached hereto and incorporated herein:

- (a) allocate \$387,000, offset by an equal increase in Sales Tax (\$300,000) and 911 Fees (\$87,000), from the General Fund for the following:
 - i. \$175,000 in the Combined Services Department for legal services; and
 - ii. \$100,000 in the Police Department for animal control services; and
 - iii. \$87,000 in the Emergency Communications Department for pass through funding received by the Town from the State of Texas to the North Texas Emergency Communications Center; and
 - iv. \$25,000 in the Streets Department for street maintenance and signals; and
- (b) allocate \$1,891,073 in the Infrastructure Investment Fund for the following:
 - i. \$1,391,073 for prior year encumbrances; and
 - ii. \$500,000 for Conference Center renovations; and
- (c) allocate \$200,000 in the Utility Fund to update the Town's water and wastewater maintenance plan offset by \$200,000 in Water Sales revenue; and
- (d) allocate \$1,221,000 from the Self-Funded Special Projects Fund, partially offset by \$200,000 in Tree Mitigation Fees, for the following:
 - i. \$150,000 for emergency storm debris cleanup; and
 - ii. \$85,000 for Christmas tree lease and lighting; and
 - iii. \$126,000 for storm related facility repairs; and
 - iv. \$120,000 for a Police and Fire staffing study; and
 - v. \$300,000 for TXDoT Highway Safety Improvement Program design and matching funds; and
 - vi. \$80,000 for prior year encumbrances for the Unified Development Code; and
 - vii. \$200,000 for tree replacement and mitigation offset by an equal amount of tree mitigation revenue; and
 - viii. \$160,000 for prior year encumbrances for Beltway Trail consulting; and
- (e) allocate \$170,896 from the Capital Equipment Replacement Fund for the following:
 - i. Ambulance replacement (\$135,000); and
 - ii. Police vehicle upfitting (\$35,896); and

(f) allocate \$350,000 in the Facility Maintenance Fund for the following:

- i. Remediation and repairs at the Police and Courts Facility (\$225,000); and
- ii. Repairs at the Conference Center and Theatre Center (\$100,000); and
- iii. Improvements at the Service Center (\$25,000); and

(g) allocate \$656,903 in the Capital Projects Fund for the following:

- i. \$156,903 for prior year encumbrances from the 2021 General Obligation Bonds and \$500,000 from the 2024 Certificates of Obligation Bonds for construction of the new North Texas Emergency Communications Facility.

SECTION 3. Specific authority is given to the City Manager to authorize transfers from the General Fund to the Self-Funded Special Projects Fund of unexpended appropriations and excess revenue for the Fiscal Year 2023-2024.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas on this 24th day of SEPTEMBER 2024.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

TOWN OF ADDISON GENERAL FUND BY CATEGORY FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING BALANCES	\$ 20,682,959	\$ -	\$ 20,682,959
REVENUES:			
Ad valorem Taxes	\$ 24,841,151		\$ 24,841,151
Non-Property Taxes	16,774,733	300,000	17,074,733
Franchise Fees	2,060,000	87,000	2,147,000
Licenses and Permits	1,109,500		1,109,500
Service Fees	2,442,350		2,442,350
Fines and Penalties	330,000		330,000
Rental Income	8,600		8,600
Interest and Other Income	872,500		872,500
TOTAL OPERATIONAL REVENUE	\$ 48,438,834	\$ 387,000	\$ 48,825,834
TOTAL REVENUES	\$ 48,438,834	\$ 387,000	\$ 48,825,834
TOTAL AVAILABLE RESOURCES	\$ 69,121,793	\$ 387,000	\$ 69,508,793
EXPENDITURES:			
Personnel Services	\$ 31,832,445		\$ 31,832,445
Supplies	1,599,270		1,599,270
Maintenance	4,044,550	300,000	4,344,550
Contractual Services	8,651,805	87,000	8,738,805
Capital Replacement / Lease	2,136,863	-	2,136,863
Capital Outlay	165,663		165,663
TOTAL OPERATIONAL EXPENDITURES	\$ 48,430,597	\$ 387,000	\$ 48,817,597
TOTAL EXPENDITURES	\$ 48,430,597	\$ 387,000	\$ 48,817,597
ENDING FUND BALANCES	\$ 20,691,196	\$ -	\$ 20,691,196
Fund Balance Percentage	42.7%		42.4%

EXHIBIT A

TOWN OF ADDISON INFRASTRUCTURE INVESTMENT FUND FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING BALANCES	\$ 4,789,057	\$ 1,262,948	\$ 6,052,005
REVENUES:			
Ad valorem Taxes	\$ 368,614	\$ -	\$ 368,614
Interest and Other Income	276,667	-	276,667
TOTAL OPERATIONAL REVENUE	\$ 645,281	\$ -	\$ 645,281
TOTAL REVENUES	\$ 645,281	\$ -	\$ 645,281
TOTAL AVAILABLE RESOURCES	\$ 5,434,338	\$ 1,262,948	\$ 6,697,286
EXPENDITURES:			
Traffic Signal and ADA Improvements	-	1,391,073	1,391,073
Redding Trail Extension/Dog Park	550,000	-	550,000
Conference Center Renovations	-	500,000	500,000
TOTAL EXPENDITURES	\$ 550,000	\$ 1,891,073	\$ 2,441,073
ENDING FUND BALANCES	\$ 4,884,338	\$ (628,125)	\$ 4,256,213

EXHIBIT A

TOWN OF ADDISON UTILITY FUND FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING WORKING CAPITAL	\$ 7,164,062	\$ 1,266,017	\$ 8,430,079
REVENUES:			
Water Sales	\$ 8,832,590	\$ 200,000	\$ 9,032,590
Sewer Charges	7,011,910	-	7,011,910
Tap Fees & Other	10,324	-	10,324
Penalties	93,711	-	93,711
Interest and Other Income	157,422	-	157,422
TOTAL OPERATIONAL REVENUE	<u>\$ 16,105,957</u>	<u>\$ 200,000</u>	<u>\$ 16,305,957</u>
TOTAL AVAILABLE RESOURCES	<u>\$ 23,270,019</u>	<u>\$ 1,466,017</u>	<u>\$ 24,736,036</u>
EXPENSES:			
Personnel Services	\$ 3,048,220	\$ -	\$ 3,048,220
Supplies	238,671	-	238,671
Maintenance	925,922	-	925,922
Contractual Services			
Water Purchases	4,620,482	-	4,620,482
Wastewater Treatment	3,950,773	-	3,950,773
Other Services	1,282,972	200,000	1,482,972
Capital Replacement / Lease	206,584	-	206,584
Debt Service	1,744,170	-	1,744,170
TOTAL OPERATIONAL EXPENSES	<u>\$ 16,017,794</u>	<u>\$ 200,000</u>	<u>\$ 16,217,794</u>
One-Time Decision Packages	175,000	-	175,000
Capital Projects (Cash Funded)			
Beltway Drive/Belt Line Road Water Main Replacement	79,000	-	79,000
TOTAL EXPENSES	<u>\$ 16,271,794</u>	<u>\$ 200,000</u>	<u>\$ 16,471,794</u>
ENDING WORKING CAPITAL	<u>\$ 6,998,225</u>	<u>\$ 1,266,017</u>	<u>\$ 8,264,242</u>
Working Capital Percentage	43.7%		51.0%

EXHIBIT A

TOWN OF ADDISON SELF-FUNDED SPECIAL PROJECTS FUND FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING BALANCES	\$ 6,505,507	\$ -	\$ 6,505,507
REVENUES:			
Licenses and Permits	\$ -	\$ 200,000	\$ 200,000
Interest and Other Income	100,000	-	100,000
TOTAL OPERATIONAL REVENUE	\$ 100,000	\$ 200,000	\$ 300,000
TOTAL AVAILABLE RESOURCES	\$ 6,605,507	\$ 200,000	\$ 6,805,507
EXPENDITURES:			
Supplies	\$ 3,000	\$ -	\$ 3,000
Maintenance	543,343	326,000	869,343
Contractual Services	624,035	585,000	1,209,035
Capital Outlay	1,685,935	310,000	1,995,935
TOTAL OPERATIONAL EXPENDITURES	\$ 2,856,313	\$ 1,221,000	\$ 4,077,313
TOTAL EXPENDITURES	\$ 2,856,313	\$ 1,221,000	\$ 4,077,313
ENDING FUND BALANCES	\$ 3,749,194	\$ (1,021,000)	\$ 2,728,194

EXHIBIT A

TOWN OF ADDISON CAPITAL EQUIPMENT REPLACEMENT FUND FY2023-24

	Adopted Budget 2023-24	Amendment 2023-24	Revised Budget 2023-24
BEGINNING BALANCES	\$ 4,397,985	\$ -	\$ 4,397,985
REVENUES:			
Service Fees	\$ 1,415,000	\$ -	\$ 1,415,000
Interest and Other Income	97,200	-	97,200
TOTAL OPERATIONAL REVENUE	\$ 1,512,200	\$ -	\$ 1,512,200
TOTAL REVENUES	\$ 1,512,200	\$ -	\$ 1,512,200
EXPENSES:			
Capital Outlay	3,909,313	170,896	4,080,209
TOTAL OPERATIONAL EXPENDITURES	\$ 3,909,313	\$ 170,896	\$ 4,080,209
TOTAL EXPENDITURES	\$ 3,909,313	\$ 170,896	\$ 4,080,209
ENDING WORKING CAPITAL	\$ 2,000,872	\$ (170,896)	\$ 1,829,976
Working Capital Percentage	51.2%		44.9%

EXHIBIT A

TOWN OF ADDISON FACILITY MAINTENANCE FUND FY2023-24

	Adopted Budget 2023-24	Amendment 2023-24	Revised Budget 2023-24
BEGINNING BALANCES	\$ 1,008,182	\$ 416,718	\$ 1,424,900
REVENUES:			
Service Fees	\$ 450,000	\$ -	\$ 450,000
Interest and Other Income	18,250	-	18,250
TOTAL OPERATIONAL REVENUE	\$ 468,250	\$ -	\$ 468,250
TOTAL REVENUES	\$ 468,250	\$ -	\$ 468,250
EXPENSES:			
Maintenance	506,800	350,000	856,800
TOTAL OPERATIONAL EXPENDITURES	\$ 506,800	\$ 350,000	\$ 856,800
TOTAL EXPENDITURES	\$ 506,800	\$ 350,000	\$ 856,800
ENDING WORKING CAPITAL	\$ 969,632	\$ 66,718	\$ 1,036,350
Working Capital Percentage	191.3%		121.0%

EXHIBIT A

TOWN OF ADDISON 2021 GENERAL OBLIGATION BOND FUND FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING BALANCES	\$ -	\$ 156,903	\$ 156,903
REVENUES:			
Interest and Other Income	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ -	\$ 156,903	\$ 156,903
EXPENDITURES:			
Improvements to Existing Buildings	-	73,220	\$ 73,220
Trail Rehab, Expansion, Wayfinding	-	83,683	\$ 83,683
TOTAL EXPENDITURES	\$ -	\$ 156,903	\$ 156,903
ENDING FUND BALANCES	\$ -	\$ -	\$ -

TOWN OF ADDISON 2024 CERTIFICATE OF OBLIGATION BOND FUND FY2023-24

	Current Budget	Amendment	Revised Budget
BEGINNING BALANCES	\$ -	\$ -	\$ -
TOTAL AVAILABLE RESOURCES	\$ -	\$ -	\$ -
EXPENDITURES:			
North Texas Emergency Communications (NTECC) Facility	\$ -	\$ 500,000	\$ 500,000
TOTAL EXPENDITURES	\$ -	\$ 500,000	\$ 500,000
ENDING FUND BALANCES	\$ -	\$ (500,000)	\$ (500,000)