Addison City Council Meeting

May 27, 2025
Addison Town Hall
5300 Belt Line Road
Dallas, Texas 75254

AMENDED 5/23 at 3:16 PM - Addition of Ordinance to Item #5a (Quorum Speed Limit)

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.addisontx.gov.

WORK SESSION

The Addison City Council will convene in the Town Hall Parlor Room beginning at 6:00 PM.

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

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

3. **Council 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. Pursuant to Section 551.071(2) to receive legal advice from the City Attorney regarding Agenda Item 5(a), Quorum Speed Limit.

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 leased vehicle property tax.

b. Present and discuss the Town of Addison FY 2025 Second Quarter Financial Report.

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

c. American Public Works Association (APWA) Public Works First Responders Designation

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 April 22, 2025 Regular City Council Meeting.

   b. Consider action on the Minutes from the May 6, 2025 City Council Work Session Meeting.

   c. Consider action on the Minutes from the May 13, 2025 Special City Council Meeting.

   d. Consider action on a Resolution designating Public Works Employees as First Responders and authorizing the use of the national Public Works First Responder Symbol as adopted by the American Public Works Association.

   e. Consideration action on a Resolution awarding a contract for street crack sealing services to ICOS Management, LLC. through the cooperative purchasing program TxShare in an amount not to exceed $321,737.50.

   f. Consider action on a Resolution appointing Ashley Shroyer to Place 1, Steven Glickman to Place 2, and Rebecca Diviney to Place 3 of the Board of Directors of the North Dallas County Water Supply Corporation.

   g. Consider action on a Resolution authorizing the City Manager to accept awarded funds from the FY26 Criminal Justice Program - Justice Assistance Grant, for the purpose of purchasing mobile vehicle barriers to enhance public safety.

5. **Items for Individual Consideration.**

a. Present, discuss, and consider action on an Ordinance approving the speed limit change from 30 miles per hour to 25 miles per hour on Quorum Drive from Airport Parkway to Addison Circle.

b. Present, discuss, and consider action on a request for a Meritorious Exception to Chapter 62 of the Code of Ordinances for Wilson Company, located at 16301 Addison Road, in order to allow an attached wall sign to exceed the maximum effective area and maximum letter height on the east facade. (Case MR2025-1/16301 Addison Road - Wilson Company).

c. Present, discuss and consider action on a Resolution supporting Dallas Area Rapid Transit's (DART) application to the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside call for projects to construct Phase 3 of the Cotton Belt Trail in Addison.

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

7. **Adjourn Meeting.**

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

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

Posted by: Valencia Garcia, City Secretary
Date posted: May 22, 2025 Time posted: 6:30 PM

Date removed from bulletin board: _____
Removed by: _____

City Council Regular Meeting **3. a.**

Meeting Date: 05/27/2025

Department: City Secretary

AGENDA CAPTION:

Council Questions and Answers

BACKGROUND:

The Council Questions and Answers 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.

FISCAL IMPACT

N/A

RECOMMENDATION

Information only.

City Council Regular Meeting **4. a.**

Meeting Date: 05/27/2025

Department: City Secretary

AGENDA CAPTION:

Pursuant to Section 551.071(2) to receive legal advice from the City Attorney regarding Agenda Item 5(a), Quorum Speed Limit.

BACKGROUND:

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

City Council Regular Meeting **6. a.**

Meeting Date: 05/27/2025

Department: Finance

Key Focus Areas: Financial Health and Organizational Excellence

AGENDA CAPTION:

Present and discuss leased vehicle property tax.

BACKGROUND:

Staff will provide history and data regarding leased vehicles property taxes in Addison as well as provide a timeline and process to make changes to taxes on leased vehicles.

Motor vehicles leased for personal use after January 2, 2001, may be exempt from property taxes. Tax Code Section 11.252 defines these vehicles as passenger cars or trucks with a shipping weight of less than 9,000 pounds. The law defines “personal use” as using the vehicle more than 50% of its mileage for activities that do not involve the production of income. Cities were given the option to continue taxing personal leased vehicles if the city adopted an ordinance to do so before January 1, 2002. The Town of Addison did pass such an ordinance to continue taxing personal leased vehicles. Per a survey completed by the Texas Comptroller in 2005, 75 cities chose to continue taxing personal leased vehicles.

To change the taxation of personal leased vehicles, an Ordinance must be adopted by the Council and submitted to the appraisal district by the end of February 2026 to be effective for 2027.

FISCAL IMPACT

The Town collects approximately $120,000 in property taxes annually from personal leased vehicles. Elimination of this source of revenue would require the Town to increase the taxes on other property owners to generate the same revenue or reduce property tax revenue overall. Legislation currently poised for approval would provide a $125,000 exemption to business personal property. This would trigger voters to approve a constitutional amendment that, if approved, would virtually eliminate all property taxes on all leased vehicles.

RECOMMENDATION

Staff seeks Council direction.

Attachments

Presentation - Personal Leased Vehicle Tax

Personal Leased Vehicle Property Tax

Steven Glickman
Chief Financial Officer
May 27, 2025

Background & History

- Motor vehicles leased for personal use after January 2, 2001, may be exempt from property taxes.
- Tax Code Section 11.252 defines these vehicles as passenger cars or trucks with a shipping weight of less than 9,000 pounds.
- The law defines “personal use” as using the vehicle more than 50 percent of its mileage for activities that do not involve the production of income.

Background & History

- Cities were given the option to continue taxing personal leased vehicles if the city adopted an ordinance to do so before January 1, 2002.
- The Town of Addison did pass such an ordinance to continue to tax personal leased vehicles.
- Per a survey completed by the Texas Comptroller in 2005, 75 cities chose to continue taxing personal leased vehicles.

Background & History

Cities in Dallas, Collin, and Denton Counties that assess property taxes on personal leased vehicles:

- Addison
- Argyle
- Carrollton
- Cedar Hill
- DeSoto
- Frisco
- Garland
- Lake Dallas
- Lancaster
- Mesquite
- Pilot Point
- Prosper
- Richardson

Comparator cities:

• Allen	No
• Carrollton	Yes
• Coppell	No
• Farmers Branch	No
• Flower Mound	No
• Frisco	Yes
• Grapevine	No
• Irving	No
• Lewisville	No
• McKinney	No
• Plano	No
• Richardson	Yes
• University Park	No

Tax Collections on Leased Vehicles

Tax Collections on Leased Vehicles				
	All Leased Vehicles	% Total	Personal Leased Vehicles	% Total
Taxable Value	$45 million	0.69%	$20 million	0.31%
Property Tax	$270,000	0.69%	$120,000	0.31%

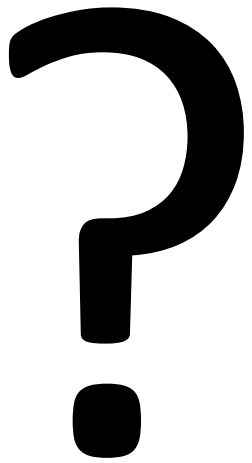
Process and Timeline

- To change the taxation of personal leased vehicles an ordinance must be adopted by Council.
- Ordinance must be submitted to the appraisal district by the end of February 2026 to be effective for 2027.

Other Considerations

- Legislation currently poised for approval would provide a $125,000 exemption to business personal property.
- This would trigger voters to approve a constitutional amendment that, if approved, would virtually eliminate all property taxes on all leased vehicles.

Questions



City Council Regular Meeting **6. b.**

Meeting Date: 05/27/2025

Department: Finance

Key Focus Areas: Financial Health and Organizational Excellence

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AGENDA CAPTION:

Present and discuss the Town of Addison FY 2025 Second Quarter Financial Report.

BACKGROUND:

The Town of Addison's financial policies require the publication of a financial report 60 days subsequent to the end of the fiscal quarter. This report covers the financial performance through the second quarter for FY 2025 (January 1, 2025 - March 31, 2025). Enclosed in the report is an executive dashboard that provides a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrate the current financial positions of the various funds. The report includes information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds. Key highlights for the second quarter include:

- General Fund revenue totaled $38.9 million, which is 77.4 percent of the fiscal year budget.
- General Fund expenditures totaled $23.9 million, which is 47.6 percent of the fiscal year budget.
- Sales tax collections totaled $8.9 million, which is 55.0 percent of the fiscal year budget.
- The Hotel Fund had revenue of $2.8 million, a decrease of $171 thousand from this time a year ago. Hotel Fund expenditures totaled $2.1 million.
- Addison Theatre Centre expenditures are at 50.7 percent due to the payment of the WaterTower Theatre grant.
- Special Events revenues totaled 12.3 percent and expenses totaled 10.1 percent of the fiscal year budget due to the timing of events.
- Airport Fund operating revenue totaled $3.9 million or 38.6 percent and operating expenditures totaled $3.1 million or 48.4 percent of the fiscal year budget.
- Utility Fund operating revenue totaled $8.3 million or 47.8 percent and expenditures totaled $8.7 million or 49.6 percent of the fiscal year budget.
- Stormwater Fund revenue and expenditures are in line with historical averages.

The Quarterly Investment Report for Quarter 2 of Fiscal Year 2025 is also being provided for information purposes. This report has been prepared in accordance

with state law and the Town's Financial Policies.

FISCAL IMPACT
Information only. No action required.

RECOMMENDATION
Information only.

Attachments

Presentation - Quarterly Financial Report Fiscal Year 2025 Second Quarter
Quarterly Financial Report - Fiscal Year 2025 Second Quarter
Quarterly Investment Report - Fiscal Year 2025 Second Quarter

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Quarterly Financial Report
Fiscal Year 2025
Second Quarter

Steven Glickman
Chief Financial Officer
May 27, 2025

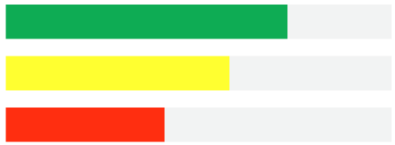
Executive Dashboard – Revenues/Expenditures

Key Revenue Sources	FY2025 Budget	Actual through 3/31/25	% Annual Budget
Ad Valorem Taxes - General Fund	$25,465,206	$25,382,053	99.67%
Non-Property Taxes - General Fund	17,465,000	9,482,431	54.29%
Hotel Tax [1]	5,355,000	2,464,507	46.02%
Franchise Fees - General Fund	2,055,000	1,209,373	58.85%
Service/Permitting/License Fees - General Fund	3,940,647	1,981,329	50.33%
Fines and Penalties - All Funds	440,000	281,508	63.98%
Special Event Revenue - Hotel Fund [2]	1,616,000	198,219	12.27%
Fuel Flowage Fees - Airport Fund	1,207,440	628,869	52.08%
Water and Sewer Charges - Utility Fund	16,946,561	8,004,546	47.23%

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

[2] Special Events occur in the third and fourth quarters

Key Expenditures	FY2025 Budget	Actual through 3/31/25	% Annual Budget
General Fund	$50,269,389	$23,917,172	47.58%
Hotel Fund	7,546,596	2,066,537	27.38%
Economic Development	1,477,263	434,438	29.41%
Airport Operations	6,485,544	1,250,978	19.29%
Utility Operations	17,501,537	8,684,473	49.62%



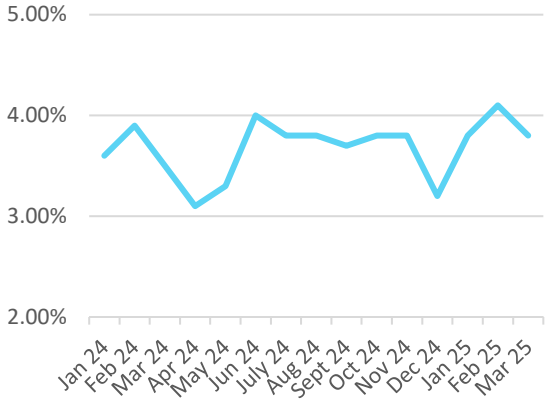
Positive: Positive variance compared to historical trends

Warning: Negative variance of 3%-5% and more than $50,000

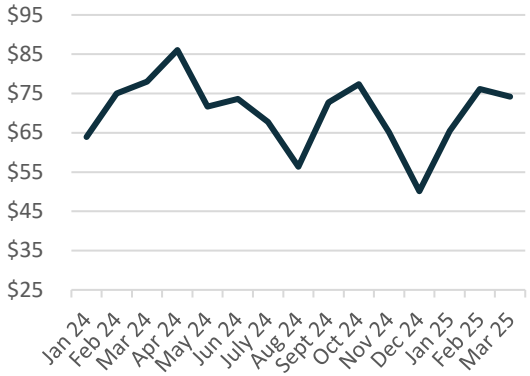
Negative: Negative variance of >5% and more than $50,000

Economic Indicators

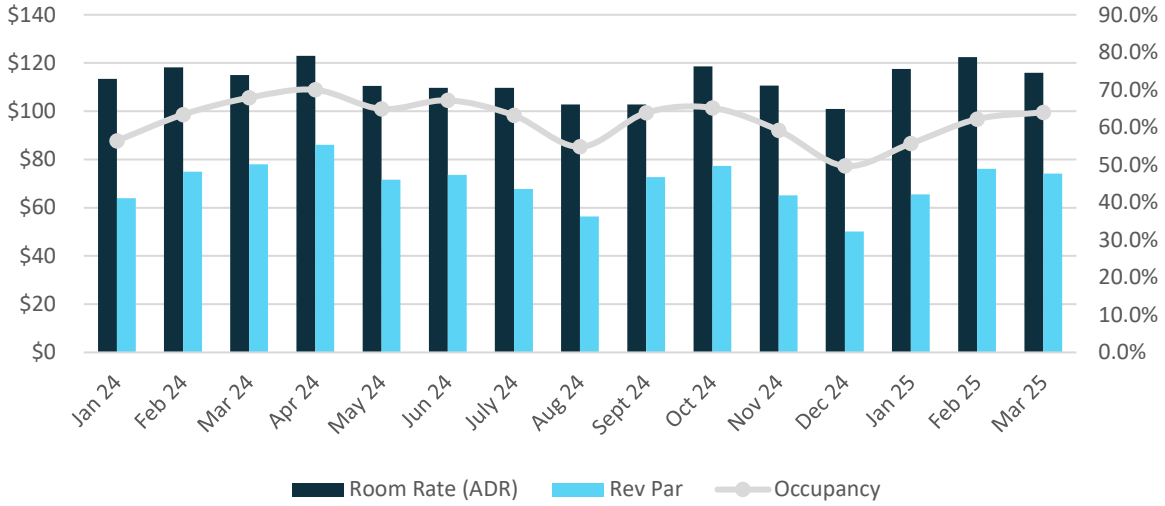
DFW Unemployment Rate
Last 12 Months



Hotel Revenue
Per Available Room



Addison Hotel Statistics



Occupancy Indicators

Office occupancy is at 79.6% resulting in a 0.8% decrease year-over-year. Retail Occupancy is at 95.9% resulting in a 0.2% increase year-over-year. Occupancy rates are in comparison to prior year Quarter 2. (Source: CoStar)

Office Occupancy = 79.6%

Retail Occupancy = 95.9%

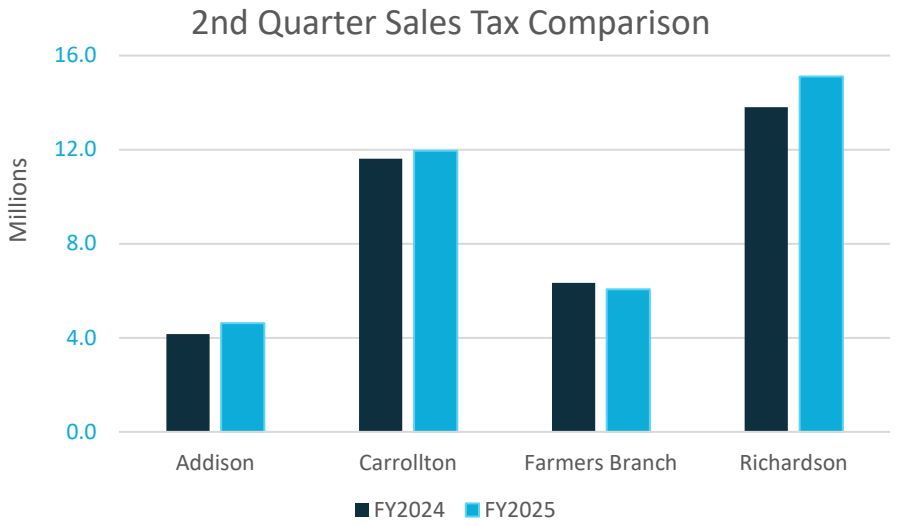
Hotel Indicators

Hotel occupancy is at 64.0% resulting in a 1.9% decrease year-over-year. Revenue per available room (RevPar) is at $71.92 resulting in a 0.5% decrease year-over-year. Hotel indicators are in comparison to prior year Quarter 2. (Source: STR Report)

Hotel Occupancy = 58.0%

Retail Occupancy = $64.22

Economic Indicators



Addison

Addison had an 11% increase in sales tax from FY2024 to FY2025.

Carrollton

Carrollton had a 3% increase in sales tax from FY2024 to FY2025.

Farmers Branch

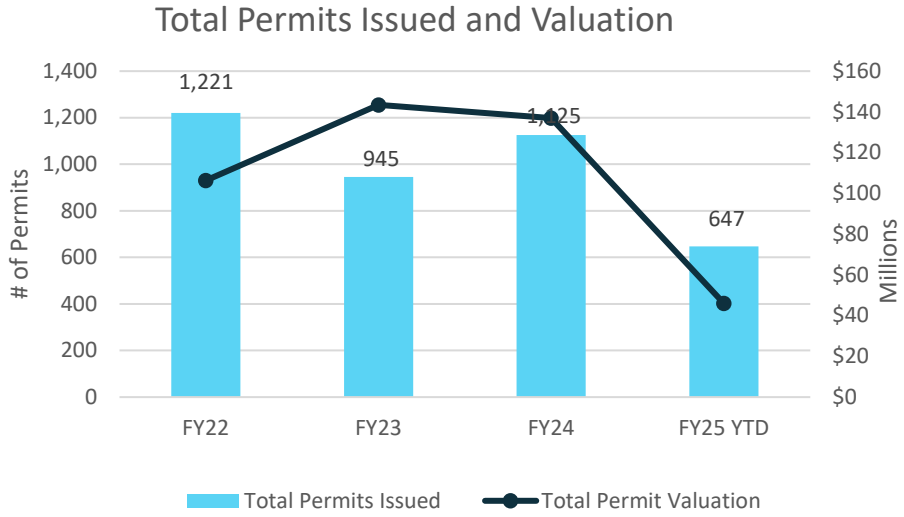
Farmers Branch had a 4% decrease in sales tax from FY2024 to FY2025.

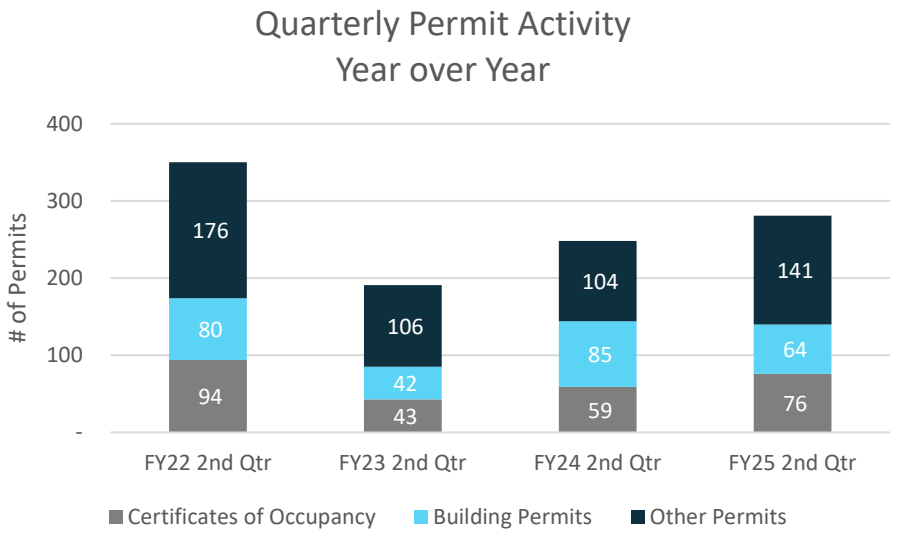
Richardson

Richardson had a 9% increase in sales tax from FY2024 to FY2025.

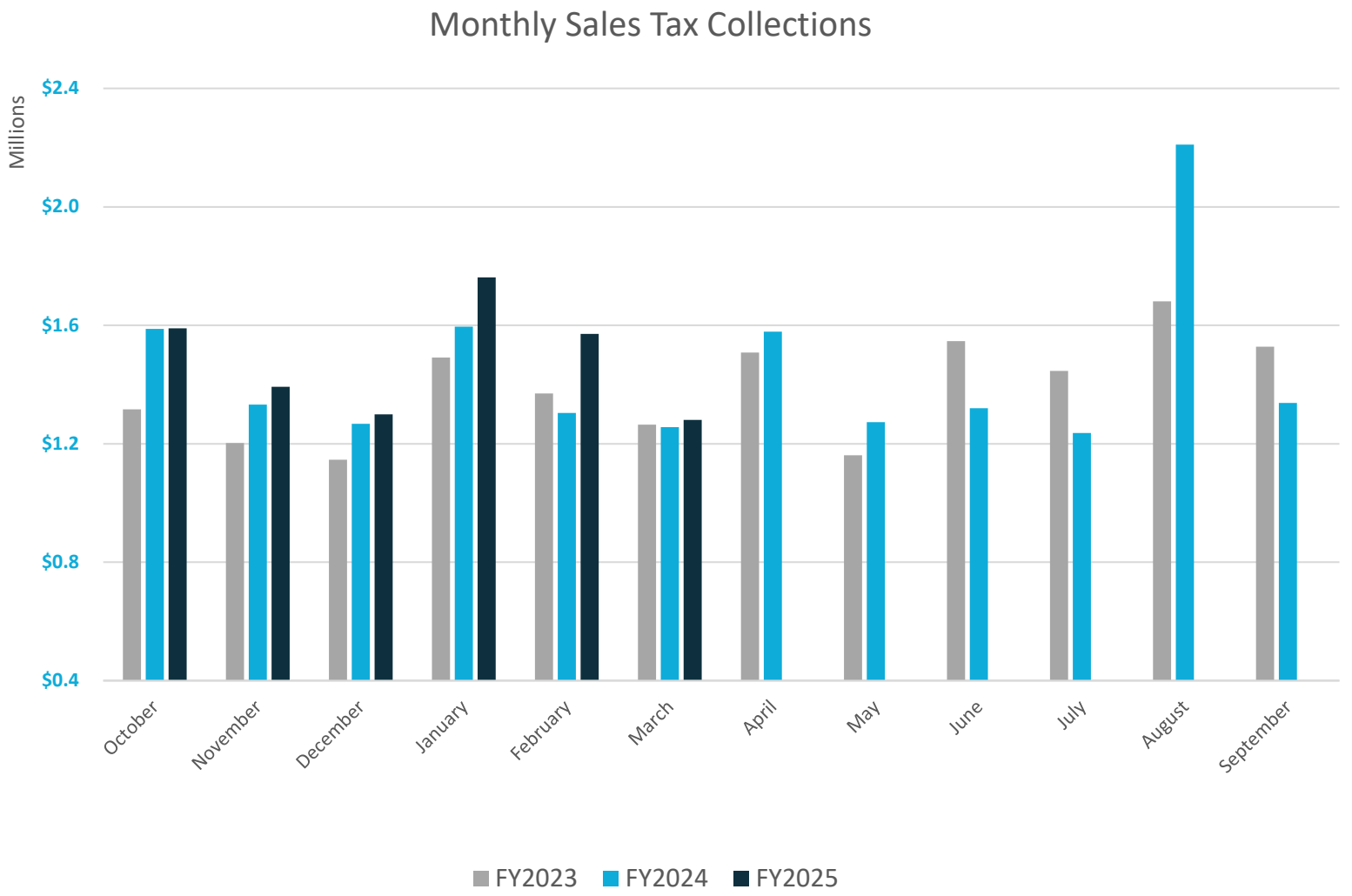
Economic Development Incentives:

Executed	Amount	Total Incentives
7	$16,667	$537,960





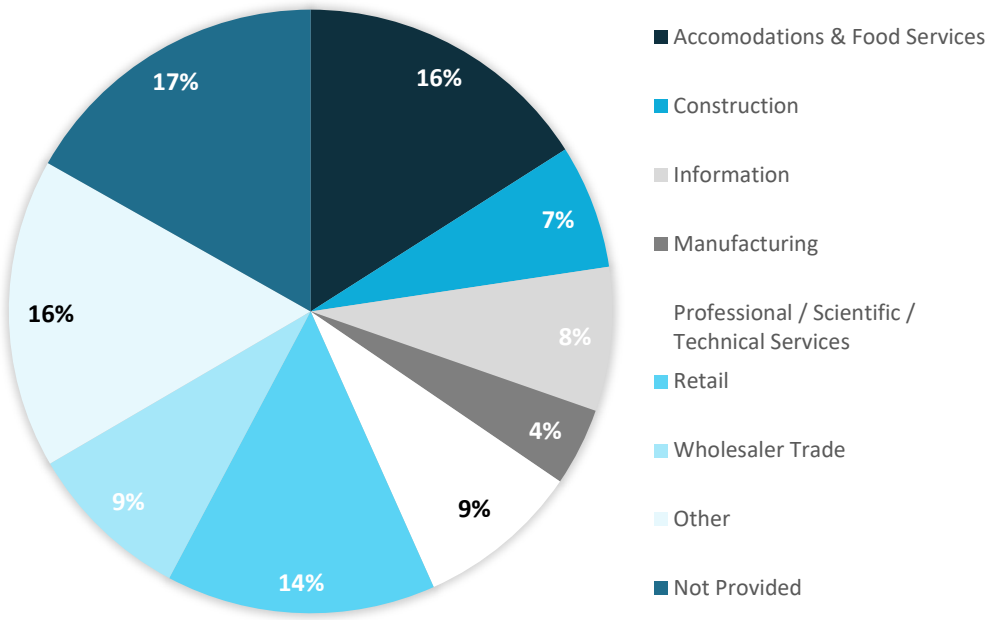
Sales Tax Collections



Sales Tax Collections

	FY2025 Monthly Collections	% Change from Prior Year	FY2024 Monthly Collections
October	$1,589,328	0.1%	$1,588,209
November	1,391,938	4.5%	1,331,900
December	1,299,653	2.6%	1,267,187
January	1,762,073	10.5%	1,595,294
February	1,571,229	20.5%	1,303,812
March	1,280,923	2.0%	1,256,245
April			1,578,604
May			1,272,712
June			1,319,487
July			1,236,618
August			2,209,805
September			1,338,169
	$8,895,145		**$17,298,041**
Budget:	16,165,000	55.0%	15,774,733

Breakdown of Sales Tax by Economic Category



General Fund Revenues

General Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	$25,000,925	$25,615,206	$19,145,680	$25,907,965	101.1%
Delinquent taxes [1]	(471,087)	(200,000)	(309,394)	(599,229)	299.6%
Penalty & interest	71,829	50,000	56,729	73,317	146.6%
Non-property taxes:					
Sales tax	17,298,041	16,165,000	4,614,226	8,895,144	55.0%
Alcoholic beverage tax	1,297,720	1,300,000	282,363	587,286	45.2%
Franchise/right-of-way use fees:					
Electric franchise	1,491,544	1,525,000	339,707	782,326	51.3%
Gas franchise	297,695	275,000	316,001	316,001	114.9%
Telecommunication access fees	152,514	160,000	33,447	70,017	43.8%
Cable franchise	91,828	95,000	20,316	41,028	43.2%
Licenses and permits:					
Business licenses and permits	219,243	229,328	34,930	83,830	37.1%
Building & construction permits	1,420,632	985,000	276,998	417,315	42.4%
Service fees:					
Public safety	1,235,153	1,094,000	301,965	560,694	51.3%
Urban development	68,270	87,200	7,210	15,725	18.0%
Streets and sanitation	510,440	508,500	284,881	391,945	77.1%
Recreation	137,387	96,000	22,240	41,510	43.2%
Interfund	646,294	940,619	235,155	470,310	50.0%
Court fines	350,929	335,000	109,751	196,212	58.6%
Interest earnings	2,060,831	650,000	263,098	448,365	69.0%
Rental income	8,640	8,600	1,900	3,800	44.2%
Other	831,622	357,500	32,918	214,748	60.1%
Total Revenues:	**52,720,449**	**50,276,953**	**26,070,120**	**38,918,311**	**77.4%**

[1] Represents prior year tax payment refunds

General Fund Expenditures

General Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	251,528	260,131	53,838	98,831	38.0%
City Manager	1,310,833	1,179,935	293,495	601,368	51.0%
Finance [1]	2,053,908	2,013,188	475,773	1,325,950	65.9%
General Services	1,592,424	1,888,887	440,486	847,156	44.8%
Municipal Court	680,963	704,632	151,083	362,192	51.4%
Human Resources	637,739	749,123	176,667	356,923	47.6%
Information Technology	2,610,070	2,398,709	571,357	1,020,698	42.6%
Combined Services [2]	1,258,576	1,180,585	159,859	722,771	61.2%
Council Projects [3]	403,664	391,766	32,248	215,415	55.0%
Public Safety:					
Police	12,768,329	13,471,279	2,917,353	6,089,002	45.2%
Emergency Communications [4]	1,917,253	1,909,006	705,979	1,546,183	81.0%
Fire	10,702,820	11,105,525	2,400,308	5,134,472	46.2%
Development Services	2,322,114	2,908,843	715,393	1,364,738	46.9%
Streets	2,267,292	2,316,292	457,808	746,888	32.2%
Parks and Recreation:					
Parks	5,370,556	5,651,687	1,229,239	2,568,692	45.4%
Recreation	1,898,897	2,139,801	453,215	915,892	42.8%
Other financing uses:					
Transfers to other funds	4,500,000	-	-	-	0.0%
Total Expenditures:	52,720,449	50,276,953	11,234,100	23,917,172	47.6%
Net Change in Fund Balance	173,484	3,936	14,836,021	15,001,139	
Fund Balance at Beg. of Year	**20,682,959**	**20,856,443**		**20,856,443**	
Fund Balance at End of Year	**$20,856,443**	**$20,860,379**		**$35,857,582**	

[1] *Sales tax recovery professional services*

[2] *Annual property and liability insurance paid at the beginning of the fiscal year*

[3] *Includes primary NPO grant payment for non-profit funding*

[4] *NTECC operations payment, radio allocation, and antenna rental*

Hotel Fund

Hotel Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes [1]	$5,374,881	$5,355,000	$1,304,126	$2,464,507	46.0%
Proceeds from special events	1,392,560	1,616,000	31,968	198,219	12.3%
Rental income	169,372	160,000	36,172	74,622	46.6%
Interest and miscellaneous	456,896	275,000	53,909	106,089	38.6%
Total Revenues:	7,393,709	7,406,000	1,426,175	2,843,436	38.4%
Expenditures:					
Marketing and Tourism	1,567,739	1,989,451	282,565	499,994	25.1%
Addison Theatre Centre	747,619	915,874	179,691	464,015	50.7%
Major Special Events	2,759,705	2,535,572	220,933	256,104	10.1%
Special Events	1,142,699	1,320,478	286,376	565,890	42.9%
Vitruvian Events	185,000	185,000	-	-	0.0%
General Hotel Operations	366,384	600,221	128,637	280,534	46.7%
Total Expenditures:	6,769,146	7,546,596	1,098,202	2,066,537	27.4%
Net Change in Fund Balance	624,563	(140,596)	224,027	776,899	
Fund Balance at Beg. of Year	**5,330,207**	**5,954,770**		**5,954,770**	
Fund Balance at End of Year	**$5,954,770**	**$5,814,174**		**$6,731,669**	

Economic Development Fund

Economic Development Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Ad Valorem taxes:	$1,387,809	$1,474,028	$1,093,099	$1,468,441	99.6%
Business license fee	18,700	-	(50)	350	0.0%
Interest income and other	232,318	75,000	31,996	57,666	76.9%
Transfer from General Fund	-	-	-	-	0.0%
Total Revenues	1,638,827	1,549,028	1,125,045	1,526,457	98.5%
Expenditures:					
Personnel services	432,330	504,152	115,112	228,774	45.4%
Supplies	7,986	14,308	4,219	11,862	82.9%
Maintenance	1,116	44,728	(21,168)	222	0.5%
Contractual services	906,887	904,360	140,584	188,723	20.9%
Debt Service	9,715	9,715	2,429	4,858	50.0%
Capital replacement/lease	-	-	-	-	0.0%
Other financing uses:					
Transfers to other funds	-	-	-	-	0.0%
Total Expenditures	1,358,034	1,477,263	241,175	434,438	29.4%
Net Change in Fund Balance	280,793	71,765	883,870	1,092,018	
Fund Balance at Beg. of Year	**2,592,507**	**2,873,300**		**2,873,300**	
Fund Balance at End of Year	**$2,873,300**	**$2,945,065**		**$3,965,318**	

Airport Fund

Airport Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Operating grants	$186,133	$2,671,260	$-	$-	0.0%
Service fees	184,075	277,700	107,675	181,875	65.5%
Fuel flowage fees	1,166,081	1,207,440	298,827	628,869	52.1%
Rental income	5,750,708	5,672,075	1,444,488	2,869,667	50.6%
Interest income and other	1,030,262	282,112	109,448	225,951	80.1%
Total Operating Revenues:	8,317,259	10,110,587	1,960,438	3,906,362	38.6%
Operating Expenses:					
Personnel services	2,533,938	2,964,581	640,064	1,312,828	44.3%
Supplies	39,497	55,873	30,751	42,041	75.2%
Maintenance	857,875	693,126	96,269	181,938	26.2%
Contractual services	1,347,997	1,617,327	353,150	773,673	47.8%
Capital Replacement/Lease	157,928	242,928	60,732	121,464	50.0%
Debt service	875,747	874,709	707,797	707,797	80.9%
Capital Outlay	-	37,000	-	-	0.0%
Total Operating Expenses:	5,812,982	6,485,544	1,888,763	3,139,741	48.4%
Other financing uses:					
Transfer to Debt service fund	469,344	528,527	132,132	264,264	50.0%
Capital Projects (Cash Funded)	401,640	4,208,000	299,563	1,175,403	27.9%
Total Expenses:	6,683,966	11,222,071	2,320,458	4,579,408	40.8%
Net Change in Working Capital	1,633,293	(1,111,484)	(360,020)	(673,046)	
Working Capital at Beg. of Year	**8,194,654**	**9,827,947**		**9,827,947**	
Working Capital at End of Year	**$9,827,947**	**$8,716,463**		**$9,154,901**	

Utility Fund

Utility Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Water sales	$9,249,861	$9,440,658	$1,789,840	$4,287,276	45.4%
Sewer charges	7,057,591	7,505,903	1,815,216	3,717,270	49.5%
Tap fees	62,918	50,000	9,530	15,095	30.2%
Penalties	108,354	105,000	29,231	85,297	81.2%
Interest income and other	693,568	232,422	87,372	181,635	78.1%
Total Operating Revenues:	17,172,292	17,333,983	3,731,189	8,286,573	47.8%
Operating Expenses:					
Personnel services	2,878,324	3,202,074	664,458	1,377,018	43.0%
Supplies	233,111	227,105	38,326	100,506	44.3%
Maintenance	1,057,449	1,342,009	155,927	284,080	21.2%
Contractual Services:					
Water purchases	4,615,709	4,976,098	1,706,932	2,362,041	47.5%
Wastewater treatment	3,831,176	4,310,865	1,479,415	2,274,100	52.8%
Other services	1,342,023	1,529,332	380,253	761,164	49.8%
Capital Replacement/Lease	206,584	166,584	41,646	83,292	50.0%
Debt service	1,743,592	1,747,470	1,442,272	1,442,272	82.5%
Capital outlay	-	-	-	-	0.0%
Total Operating Expenses:	15,907,968	17,501,537	5,909,228	8,684,473	49.6%
Capital Projects (Cash Funded)	-	1,220,000	-	-	0.0%
Total Expenses:	15,907,968	18,721,537	5,909,228	8,684,473	46.4%
Net Change in Working Capital	1,264,324	(1,387,554)	(2,178,039)	(397,900)	
Working Capital at Beg. of Year	**8,406,367**	**9,670,691**		**9,670,691**	
Working Capital at End of Year	**$9,670,691**	**$8,283,137**		**$9,272,791**	

Stormwater Utility Fund

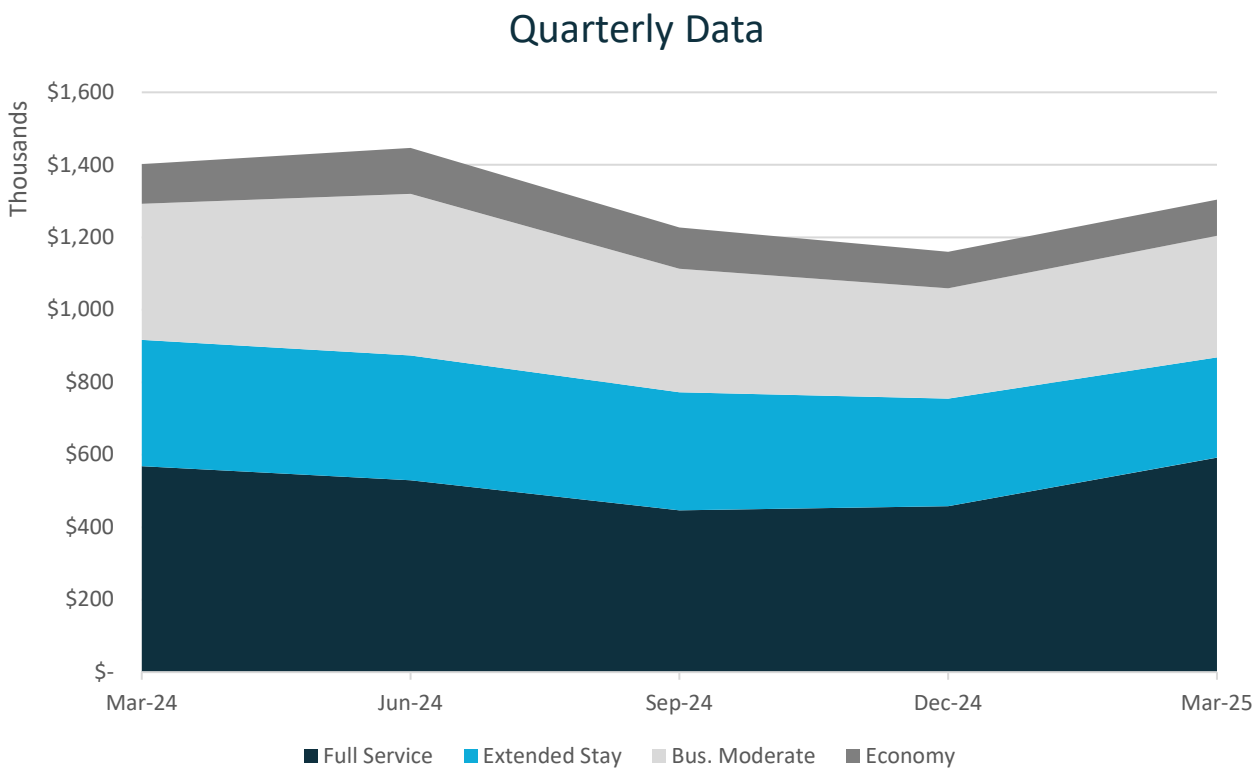
Stormwater Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Drainage Fees	$2,609,536	$2,600,000	$647,514	$1,314,973	50.6%
Interest income and other	694,036	200,000	75,649	155,304	77.7%
Total Operating Revenues:	3,303,572	2,800,000	723,162	1,470,276	52.5%
Operating Expenses:					
Personnel services	758,272	942,468	206,173	406,420	43.1%
Supplies	34,054	34,900	2,094	8,072	23.1%
Maintenance	717,834	620,549	207,692	213,293	34.4%
Contractual services	352,718	257,200	54,302	90,754	35.3%
Capital Replacement/Lease	25,000	50,000	12,500	25,000	50.0%
Debt service	488,948	896,453	729,245	729,245	81.3%
Capital Outlay	-	62,000	46,262	46,262	74.6%
Total Operating Expenses:	2,376,826	2,863,570	1,258,268	1,519,045	53.0%
Other financing uses:					
Transfer to Debt service fund	406,196	444,431	111,108	222,216	50.0%
Capital Projects (Cash Funded)	273,550	-	-	-	0.0%
Total Expenses:	3,056,572	3,308,001	1,369,376	1,741,261	52.6%
Net Change in Working Capital	247,000	(508,001)	(646,213)	(270,984)	
Working Capital at Beg. of Year	**8,656,973**	**8,903,973**		**8,903,973**	
Working Capital at End of Year	**$8,903,973**	**$8,395,972**		**$8,632,989**	

Hotel Occupancy Tax Collections

Hotel	# Rooms	% Rooms	Amount	% Amount	FY25 to FY24 % Diff
Marriott Quorum	547	15%	291,602	22%	3%
Renaissance	528	14%	300,181	23%	5%
Full Service Total	**1,075**	**29%**	**591,783**	**45%**	**4%**
Budget Suites	344	9%	9,679	1%	-1%
Mainstay Suites	70	2%	9,456	1%	-34%
Marriott Residence Inn	150	4%	71,475	5%	-19%
Hyatt House	132	4%	39,304	3%	14%
Homewood Suites	120	3%	3,460	0%	-92%
Home2Suites	132	4%	82,797	6%	-5%
Springhill Suites	159	4%	60,612	5%	-12%
Extended Stay Total	**1,107**	**30%**	**276,782**	**21%**	**-21%**
Marriott Courtyard Quorum	176	5%	92,423	7%	3%
LaQuinta Inn (1)	152	4%	-	0%	-100%
Marriott Courtyard Midway	145	4%	72,431	6%	0%
Radisson - Addison	101	3%	23,987	2%	-19%
Hilton Garden Inn	96	3%	49,965	4%	-5%
Holiday Inn Express	97	3%	53,656	4%	20%
Holiday Inn Beltway	102	3%	23,620	2%	-10%
Best Western Plus	85	2%	19,666	2%	-10%
Business Moderate Total	**954**	**26%**	**335,748**	**26%**	**-11%**
Motel 6	128	3%	26,392	2%	-12%
The Addison Inn	154	4%	22,932	2%	16%
Red Roof Inn	107	3%	22,344	2%	-21%
Quality Suites North/Galleria	78	2%	22,702	2%	-12%
America's Best Value Inn	60	2%	5,443	0%	9%
Economy Total	**527**	**14%**	**99,813**	**8%**	**-8%**
TOTAL	**3,663**	**100%**	**1,304,126**	**100%**	**-7%**

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



Investment Report Summary

$1,447,360
Interest Revenue

March 31, 2025

Book Value	Market Value
$156,653,259	$155,962,088

Weighted Average Yield-to-Matrity
3.69%

The change in book value is $9,245,161 or 6.27%.
The change in market value is $29,937,591 or 6.81%.
The change in interest revenue is $118,593 or 8.93%.
Weighted average yield-to-maturity increased 0.05%, which is a 1.37% change.

$1,328,766
Interest Revenue

December 31, 2024

Book Value	Market Value
$147,408,0983	$146,024,497

Weighted Average Yield-to-Matrity
3.64%

Town of Addison

FY 2024-25

2nd Quarter

Financial Report

Quarterly Financial Report as of
March 31, 2025

Prepared by
Finance Department

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Memorandum to City Manager

This is the second quarter report for the 2024-2025 fiscal year. Revenues and expenditures reflect activity from January 1, 2025 through March 31, 2025 or 50 percent of the fiscal year. The Quarterly Financial Report is intended to provide our users with timely and relevant information.

If you would like additional information, please don't hesitate to contact me.

Steven Glickman

Chief Financial Officer

Financial Review

General Fund

Fiscal year-to-date revenue totals $38.9 million, which is 77.4 percent of the overall budget amount. Sales tax collections are at 55.0 percent of the fiscal year 2025 budget. Alcoholic beverage tax collections are at 45.2 percent of the fiscal year 2025 budget.

Fiscal year-to-date expenditures and transfers total approximately $23.9 million, which is 47.6 percent of budget. All departments are on pace with or below their respective budgets for fiscal year 2025.

Hotel Fund

Revenues through the second quarter total approximately $2.8 million, 38.4 percent of the fiscal year 2025 budget. Hotel occupancy tax collections are 46.0 percent of budget for six months of collections. Collections have not been received by all hoteliers for March. Proceeds from Special Events are below budget due to timing of events; all significant events occur between May and September.

Hotel Fund expenditures of $2.1 million are 27.4 percent of budget, and $350 thousand more than this time a year ago. Addison Theatre Centre expenditures are at 50.7 percent due to the payment of the Water Tower Theater primary grant. Special events expenditures are at 10.1 percent due to timing of events.

Airport Fund

Operating revenue through the second quarter total approximately $3.9 million or 38.6 percent of the fiscal year 2025 budget.

Operating expenses total $3.1 million, or 48.4 percent of fiscal year 2025 budget.

Through the second quarter $1.2 million has been spent on cash-funded capital projects.

Continued

Utility Fund

Operating revenue through the second quarter totals $8.3 million, or 47.8 percent of the fiscal year 2025 budget. Water revenues for six months are at 45.4 percent of the fiscal year 2025 budget and sewer revenues for six months are at 49.5 percent of the fiscal year 2025 budget. The year-to-date revenue and percent of budget is higher than the prior year.

Operating expenses through the second quarter total approximately $8.7 million, or 49.6 percent of the fiscal year 2025 budget. Water wholesale purchases and wastewater treatment expenses are less than this time a year ago due to the timing of payment for these services.

Stormwater Fund

Operating revenue through the second quarter total $1.5 million, or 52.5 percent of the fiscal year 2025 budget.

Operating expenses through the second quarter total approximately $1.5 million, or 53.0 percent of the fiscal year 2025 budget. The percentage to budget is driven by our debt service payment, which is made in the second quarter of the fiscal year.

The net change in working capital for the Stormwater Fund is a decrease of $271 thousand.

All General Fund departments are on pace with or below their respective budgets for fiscal year 2025.

Financial Indicators

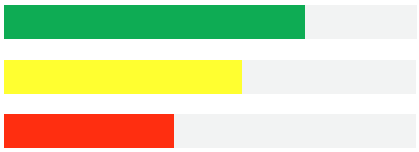
Financial performance is tracked by analyzing key metrics against historical trends. Positive indicators represent percentage variances that exceed historical averages, signaling growth or improvement. Warning indicators are identified when a metric shows a negative variance of 3-5% and exceeds $50,000, highlighting areas of moderate concern. Negative indicators reflect more significant challenges, with a negative variance of over 5% and more than $50,000. These measures provide a clear framework to monitor financial health and address potential risks proactively.

Key Revenue Sources	FY2025 Budget	Actual through 3/31/25	% Annual Budget
Ad Valorem Taxes - General Fund	$25,465,206	$25,382,053	99.67%
Non-Property Taxes - General Fund	17,465,000	9,482,431	54.29%
Hotel Tax [1]	5,355,000	2,464,507	46.02%
Franchise Fees - General Fund	2,055,000	1,209,373	58.85%
Service/Permitting/License Fees - General Fund	3,940,647	1,981,329	50.33%
Fines and Penalties - All Funds	440,000	281,508	63.98%
Special Event Revenue - Hotel Fund [2]	1,616,000	198,219	12.27%
Fuel Flowage Fees - Airport Fund	1,207,440	628,869	52.08%
Water and Sewer Charges - Utility Fund	16,946,561	8,004,546	47.23%

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

[2] Special Events occur in the third and fourth quarters

Continued



Positive: Positive variance compared to historical trends

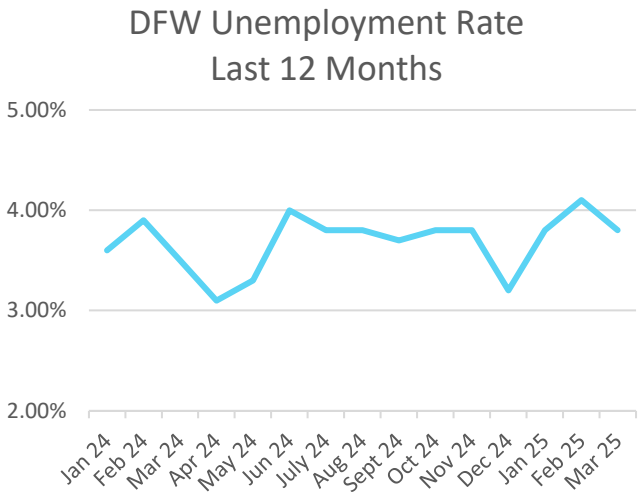
Warning: Negative variance of 3%-5% and more than $50,000

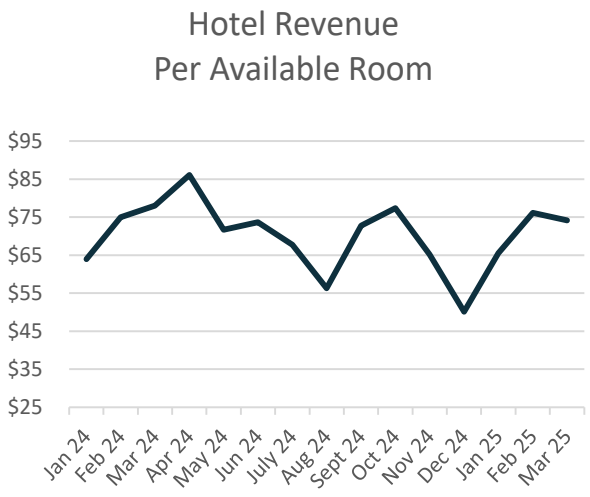
Negative: Negative variance of >5% and more than $50,000

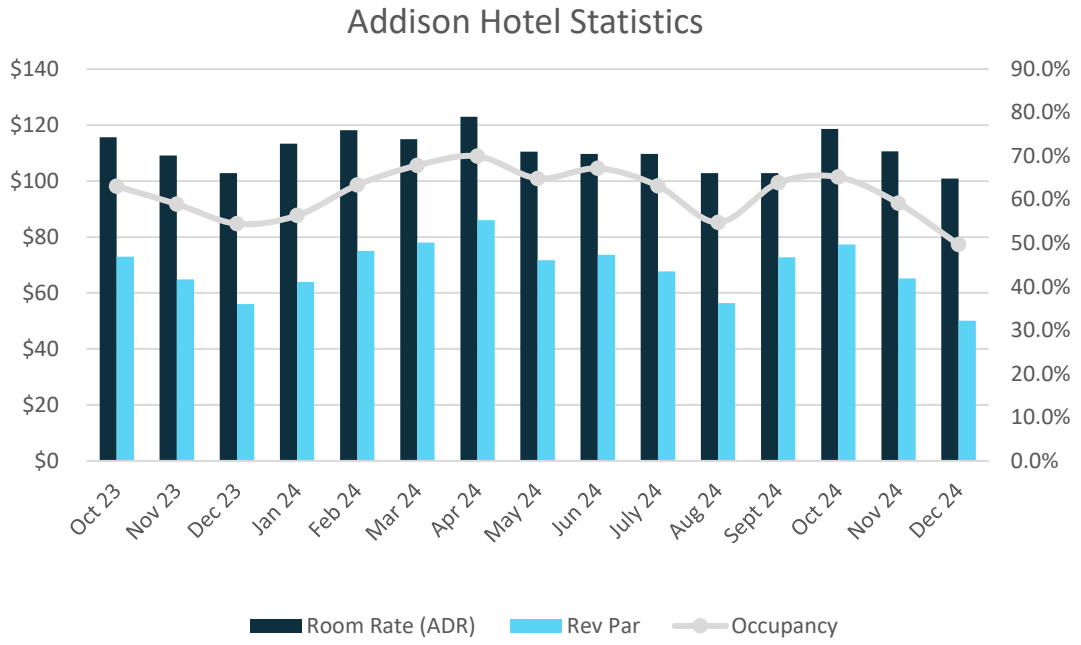
Key Expenditures	FY2025 Budget	Actual through 3/31/25	% Annual Budget
General Fund	$50,269,389	$23,917,172	47.58%
Hotel Fund	7,546,596	2,066,537	27.38%
Economic Development	1,477,263	434,438	29.41%
Airport Operations	6,485,544	1,250,978	19.29%
Utility Operations	17,501,537	8,684,473	49.62%

Executive Dashboard

Our executive dashboard provides a comprehensive overview of key economic indicators to assess the city's economic health. It tracks the area unemployment rate, hotel revenue per available room (RevPAR), office and hotel occupancy rates, and the total number of building and other permits issued, along with their valuation. These metrics offer valuable insights into market trends and development activity, helping us evaluate current conditions and inform strategic planning for sustained growth.







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Occupancy Indicators

Office occupancy is at 79.6% resulting in a 0.8% decrease year-over-year. Retail Occupancy is at 95.9% resulting in a 0.2% increase year-over-year. Occupancy rates are in comparison to prior year Quarter 2. (Source: CoStar)

Office Occupancy = 79.6%

Retail Occupancy = 95.9%

Hotel Indicators

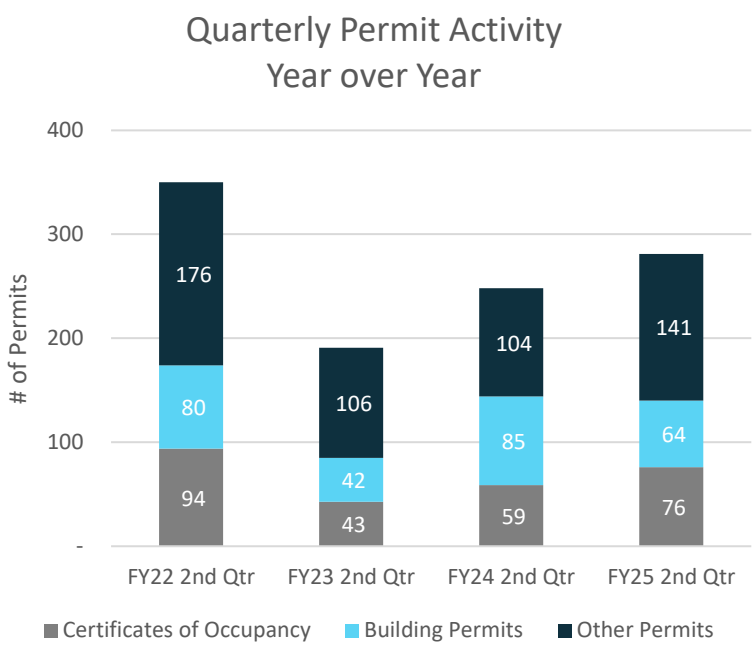
Hotel occupancy is at 64.0% resulting in a 1.9% decrease year-over-year. Revenue per available room (RevPar) is at $71.92 resulting in a 0.5% decrease year-over-year. Hotel indicators are in comparison to prior year Quarter 2. (Source: STR Report)

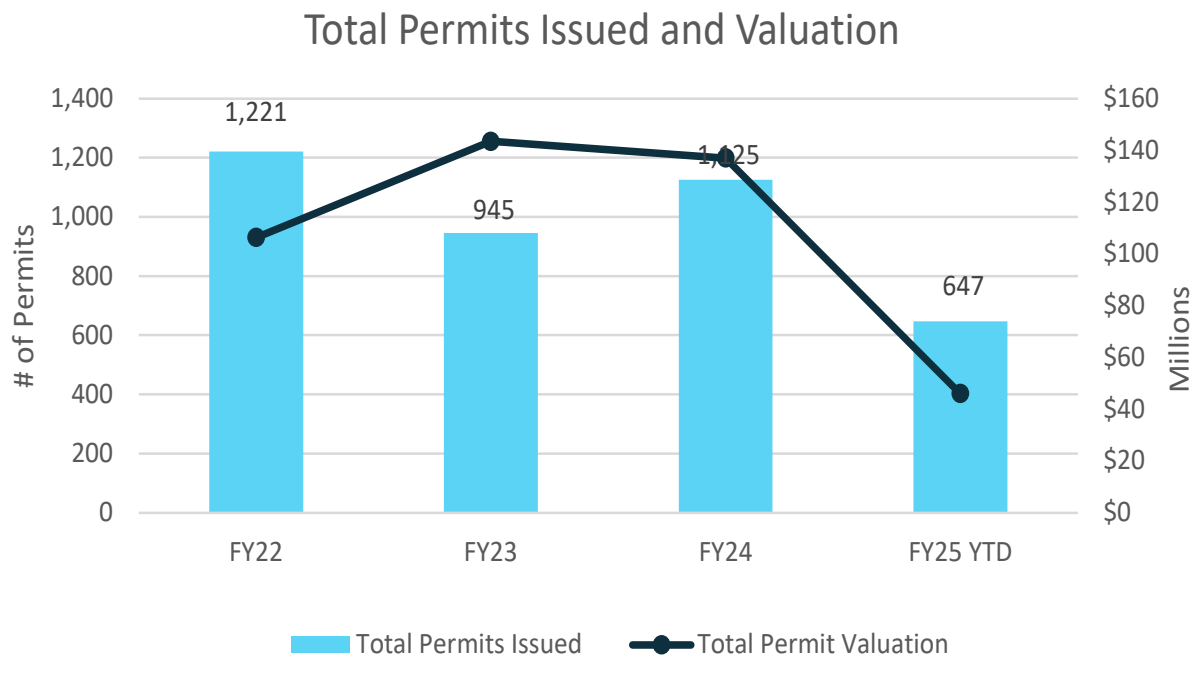
Addison's hotel market experienced steady growth throughout the second quarter, with occupancy remaining above 50% for all three months. This strong baseline was driven by multiple large group events, including several week-long conferences in January and a national insurance conference in February that significantly boosted demand. Revenue performance also followed an upward trend, with solid gains across both ADR and RevPAR compared to the prior quarter.

Hotel Occupancy = 58.0%

Retail Occupancy = $64.22

Continued


Quarterly Permit Activity
Year over Year
400
300
200
100
-
# of Permits
176
80
94
106
42
43
104
85
59
141
64
76
FY22 2nd Qtr
FY23 2nd Qtr
FY24 2nd Qtr
FY25 2nd Qtr
Certificates of Occupancy
Building Permits
Other Permits


Total Permits Issued and Valuation
1,400
1,200
1,000
800
600
400
200
0
# of Permits
$160
$140
$120
$100
$80
$60
$40
$20
$0
Millions
1,221
945
1,125
647
FY22
FY23
FY24
FY25 YTD
Total Permits Issued
Total Permit Valuation

Continued

Economic Development Incentives provided by Town of Addison

Economic Development incentives are actively tracked to support growth and attract businesses. This includes monitoring the number of executed agreements, the total amount paid in fiscal year 2025, and the overall dollar amount of incentives committed.

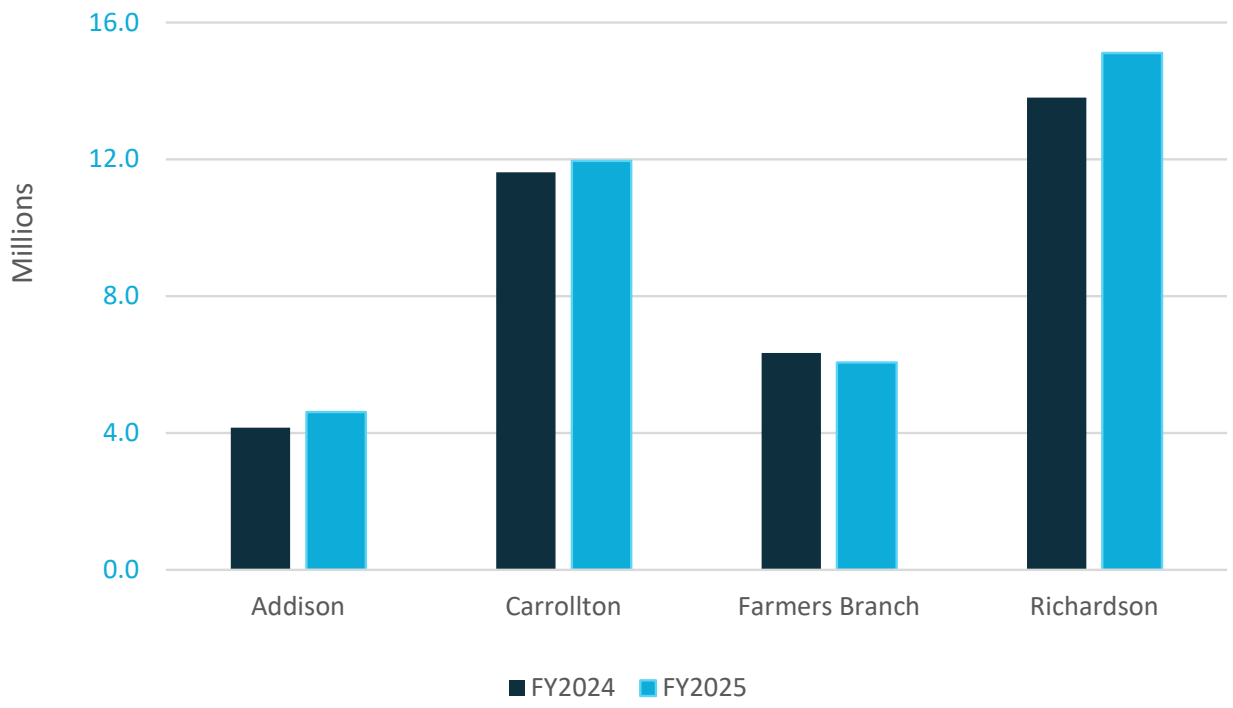
A Executed agreements throught the first quarter is seven (7).

B Amount of economic developments paid in FY2025 is $16,667.

C Total economic development incentives committed for FY2025 is $537,960.

Continued

Additionally, we provide a comparative analysis of sales tax revenue with three surrounding cities to gauge the effectiveness of these incentives and ensure our approach remains competitive in the regional market. This data helps guide strategic decision-making to foster economic vitality.



Addison

Addison had an 11% increase in sales tax from FY2024 to FY2025.

Carrollton

Carrollton had a 3% increase in sales tax from FY2024 to FY2025.

Farmers Branch

Farmers Branch had a 4% decrease in sales tax from FY2024 to FY2025.

Richardson

Richardson had a 9% increase in sales tax from FY2024 to FY2025.

General Fund

FY2025 Quarterly Statement of Revenues and Expenditures Compared to Budget with comparative information from prior fiscal year.

General Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Ad Valorem taxes:					
Current taxes	$25,000,925	$25,615,206	$19,145,680	$25,907,965	101.1%
Delinquent taxes [1]	(471,087)	(200,000)	(309,394)	(599,229)	299.6%
Penalty & interest	71,829	50,000	56,729	73,317	146.6%
Non-property taxes:					
Sales tax	17,298,041	16,165,000	4,614,226	8,895,144	55.0%
Alcoholic beverage tax	1,297,720	1,300,000	282,363	587,286	45.2%
Franchise/right-of-way use fees:					
Electric franchise	1,491,544	1,525,000	339,707	782,326	51.3%
Gas franchise	297,695	275,000	316,001	316,001	114.9%
Telecommunication access fees	152,514	160,000	33,447	70,017	43.8%
Cable franchise	91,828	95,000	20,316	41,028	43.2%
Licenses and permits:					
Business licenses and permits	219,243	229,328	34,930	83,830	37.1%
Building & construction permits	1,420,632	985,000	276,998	417,315	42.4%
Service fees:					
Public safety	1,235,153	1,094,000	301,965	560,694	51.3%
Urban development	68,270	87,200	7,210	15,725	18.0%
Streets and sanitation	510,440	508,500	284,881	391,945	77.1%
Recreation	137,387	96,000	22,240	41,510	43.2%
Interfund	646,294	940,619	235,155	470,310	50.0%
Court fines	350,929	335,000	109,751	196,212	58.6%
Interest earnings	2,060,831	650,000	263,098	448,365	69.0%
Rental income	8,640	8,600	1,900	3,800	44.2%
Other	831,622	357,500	32,918	214,748	60.1%
Total Revenues:	52,720,449	50,276,953	26,070,120	38,918,311	77.4%

[1] Represents prior year tax payment refunds

Continued

Positive: Positive variance compared to historical trends

Warning: Negative variance of 3%-5% and more than $50,000

Negative: Negative variance of >5% and more than $50,000

General Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Expenditures:					
General Government:					
City Secretary	251,528	260,131	53,838	98,831	38.0%
City Manager	1,310,833	1,179,935	293,495	601,368	51.0%
Finance [1]	2,053,908	2,013,188	475,773	1,325,950	65.9%
General Services	1,592,424	1,888,887	440,486	847,156	44.8%
Municipal Court	680,963	704,632	151,083	362,192	51.4%
Human Resources	637,739	749,123	176,667	356,923	47.6%
Information Technology	2,610,070	2,398,709	571,357	1,020,698	42.6%
Combined Services [2]	1,258,576	1,180,585	159,859	722,771	61.2%
Council Projects [3]	403,664	391,766	32,248	215,415	55.0%
Public Safety:					
Police	12,768,329	13,471,279	2,917,353	6,089,002	45.2%
Emergency Communications [4]	1,917,253	1,909,006	705,979	1,546,183	81.0%
Fire	10,702,820	11,105,525	2,400,308	5,134,472	46.2%
Development Services	2,322,114	2,908,843	715,393	1,364,738	46.9%
Streets	2,267,292	2,316,292	457,808	746,888	32.2%
Parks and Recreation:					
Parks	5,370,556	5,651,687	1,229,239	2,568,692	45.4%
Recreation	1,898,897	2,139,801	453,215	915,892	42.8%
Other financing uses:					
Transfers to other funds	4,500,000	-	-	-	0.0%
Total Expenditures:	52,720,449	50,276,953	11,234,100	23,917,172	47.6%
Net Change in Fund Balance	173,484	3,936	14,836,021	15,001,139	
Fund Balance at Beg. of Year	**20,682,959**	**20,856,443**		**20,856,443**	
Fund Balance at End of Year	**$20,856,443**	**$20,860,379**		**$35,857,582**	

[1] *Sales tax recovery professional services*

[2] *Annual property and liability insurance paid at the beginning of the fiscal year*

[3] *Includes primary NPO grant payment for non-profit funding*

[4] *NTECC operations payment, radio allocation, and antenna rental*

Hotel Fund

FY2025 Quarterly Statement of Revenues and Expenditures Compared to Budget with comparative information from prior fiscal year.

Hotel Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Hotel/Motel occupancy taxes [1]	$5,374,881	$5,355,000	$1,304,126	$2,464,507	46.0%
Proceeds from special events	1,392,560	1,616,000	31,968	198,219	12.3%
Rental income	169,372	160,000	36,172	74,622	46.6%
Interest and miscellaneous	456,896	275,000	53,909	106,089	38.6%
Total Revenues:	7,393,709	7,406,000	1,426,175	2,843,436	38.4%
Expenditures:					
Marketing and Tourism	1,567,739	1,989,451	282,565	499,994	25.1%
Addison Theatre Centre	747,619	915,874	179,691	464,015	50.7%
Major Special Events	2,759,705	2,535,572	220,933	256,104	10.1%
Special Events	1,142,699	1,320,478	286,376	565,890	42.9%
Vitruvian Events	185,000	185,000	-	-	0.0%
General Hotel Operations	366,384	600,221	128,637	280,534	46.7%
Total Expenditures:	6,769,146	7,546,596	1,098,202	2,066,537	27.4%
Net Change in Fund Balance	624,563	(140,596)	224,027	776,899	
Fund Balance at Beg. of Year	**5,330,207**	**5,954,770**		**5,954,770**	
Fund Balance at End of Year	**$5,954,770**	**$5,814,174**		**$6,731,669**	

[1] *Hotel tax collections have not been received by all hoteliers*

Economic Development

Positive: Positive variance compared to historical trends

Warning: Negative variance of 3%-5% and more than $50,000

Negative: Negative variance of >5% and more than $50,000

Economic Development Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Revenues:					
Ad Valorem taxes:	$1,387,809	$1,474,028	$1,093,099	$1,468,441	99.6%
Business license fee	18,700	-	(50)	350	0.0%
Interest income and other	232,318	75,000	31,996	57,666	76.9%
Transfer from General Fund	-	-	-	-	0.0%
Total Revenues	1,638,827	1,549,028	1,125,045	1,526,457	98.5%
Expenditures:					
Personnel services	432,330	504,152	115,112	228,774	45.4%
Supplies	7,986	14,308	4,219	11,862	82.9%
Maintenance	1,116	44,728	(21,168)	222	0.5%
Contractual services	906,887	904,360	140,584	188,723	20.9%
Debt Service	9,715	9,715	2,429	4,858	50.0%
Capital replacement/lease	-	-	-	-	0.0%
Other financing uses:					
Transfers to other funds	-	-	-	-	0.0%
Total Expenditures	1,358,034	1,477,263	241,175	434,438	29.4%
Net Change in Fund Balance	280,793	71,765	883,870	1,092,018	
Fund Balance at Beg. of Year	**2,592,507**	**2,873,300**		**2,873,300**	
Fund Balance at End of Year	**$2,873,300**	**$2,945,065**		**$3,965,318**	

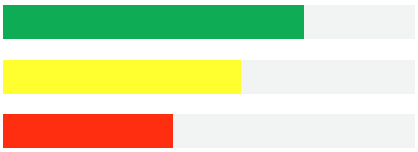
Airport Fund

FY2025 Quarterly Statement of Revenues and Expenditures Compared to Budget with comparative information from prior fiscal year.

Airport Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Operating grants	$186,133	$2,671,260	$-	$-	0.0%
Service fees	184,075	277,700	107,675	181,875	65.5%
Fuel flowage fees	1,166,081	1,207,440	298,827	628,869	52.1%
Rental income	5,750,708	5,672,075	1,444,488	2,869,667	50.6%
Interest income and other	1,030,262	282,112	109,448	225,951	80.1%
Total Operating Revenues:	8,317,259	10,110,587	1,960,438	3,906,362	38.6%
Operating Expenses:					
Personnel services	2,533,938	2,964,581	640,064	1,312,828	44.3%
Supplies	39,497	55,873	30,751	42,041	75.2%
Maintenance	857,875	693,126	96,269	181,938	26.2%
Contractual services	1,347,997	1,617,327	353,150	773,673	47.8%
Capital Replacement/Lease	157,928	242,928	60,732	121,464	50.0%
Debt service	875,747	874,709	707,797	707,797	80.9%
Capital Outlay	-	37,000	-	-	0.0%
Total Operating Expenses:	5,812,982	6,485,544	1,888,763	3,139,741	48.4%
Other financing uses:					
Transfer to Debt service fund	469,344	528,527	132,132	264,264	50.0%
Capital Projects (Cash Funded)	401,640	4,208,000	299,563	1,175,403	27.9%
Total Expenses:	6,683,966	11,222,071	2,320,458	4,579,408	40.8%
Net Change in Working Capital	1,633,293	(1,111,484)	(360,020)	(673,046)	
Working Capital at Beg. of Year	**8,194,654**	**9,827,947**		**9,827,947**	
Working Capital at End of Year	**$9,827,947**	**$8,716,463**		**$9,154,901**	

Utility Fund



Positive: Positive variance compared to historical trends

Warning: Negative variance of 3%-5% and more than $50,000

Negative: Negative variance of >5% and more than $50,000

Utility Fund

Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Water sales	$9,249,861	$9,440,658	$1,789,840	$4,287,276	45.4%
Sewer charges	7,057,591	7,505,903	1,815,216	3,717,270	49.5%
Tap fees	62,918	50,000	9,530	15,095	30.2%
Penalties	108,354	105,000	29,231	85,297	81.2%
Interest income and other	693,568	232,422	87,372	181,635	78.1%
Total Operating Revenues:	17,172,292	17,333,983	3,731,189	8,286,573	47.8%
Operating Expenses:					
Personnel services	2,878,324	3,202,074	664,458	1,377,018	43.0%
Supplies	233,111	227,105	38,326	100,506	44.3%
Maintenance	1,057,449	1,342,009	155,927	284,080	21.2%
Contractual Services:					
Water purchases	4,615,709	4,976,098	1,706,932	2,362,041	47.5%
Wastewater treatment	3,831,176	4,310,865	1,479,415	2,274,100	52.8%
Other services	1,342,023	1,529,332	380,253	761,164	49.8%
Capital Replacement/Lease	206,584	166,584	41,646	83,292	50.0%
Debt service	1,743,592	1,747,470	1,442,272	1,442,272	82.5%
Capital outlay	-	-	-	-	0.0%
Total Operating Expenses:	15,907,968	17,501,537	5,909,228	8,684,473	49.6%
Capital Projects (Cash Funded)	-	1,220,000	-	-	0.0%
Total Expenses:	15,907,968	18,721,537	5,909,228	8,684,473	46.4%
Net Change in Working Capital	1,264,324	(1,387,554)	(2,178,039)	(397,900)	
Working Capital at Beg. of Year	**8,406,367**	**9,670,691**		**9,670,691**	
Working Capital at End of Year	**$9,670,691**	**$8,283,137**		**$9,272,791**	

Stormwater Fund

FY2025 Quarterly Statement of Revenues and Expenditures Compared to Budget with comparative information from prior fiscal year.

Stormwater Fund

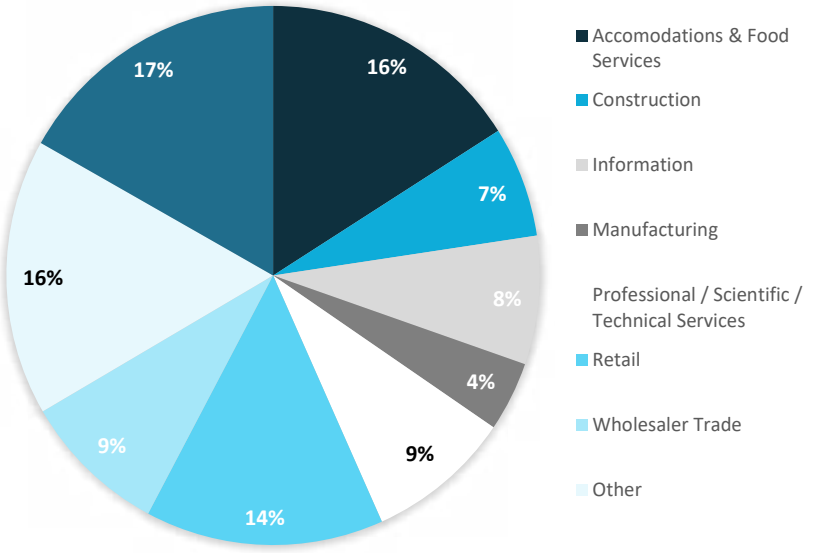
Category	FY 2023-24 Actual Prior Year	FY 2024-25 Revised Budget	FY 2024-25 Actual 2nd Qtr	FY 2024-25 Actual YTD	Actual YTD as % of Budget
Operating Revenues:					
Drainage Fees	$2,609,536	$2,600,000	$647,514	$1,314,973	50.6%
Interest income and other	694,036	200,000	75,649	155,304	77.7%
Total Operating Revenues:	3,303,572	2,800,000	723,162	1,470,276	52.5%
Operating Expenses:					
Personnel services	758,272	942,468	206,173	406,420	43.1%
Supplies	34,054	34,900	2,094	8,072	23.1%
Maintenance	717,834	620,549	207,692	213,293	34.4%
Contractual services	352,718	257,200	54,302	90,754	35.3%
Capital Replacement/Lease	25,000	50,000	12,500	25,000	50.0%
Debt service	488,948	896,453	729,245	729,245	81.3%
Capital Outlay	-	62,000	46,262	46,262	74.6%
Total Operating Expenses:	2,376,826	2,863,570	1,258,268	1,519,045	53.0%
Other financing uses:					
Transfer to Debt service fund	406,196	444,431	111,108	222,216	50.0%
Capital Projects (Cash Funded)	273,550	-	-	-	0.0%
Total Expenses:	3,056,572	3,308,001	1,369,376	1,741,261	52.6%
Net Change in Working Capital	247,000	(508,001)	(646,213)	(270,984)	
Working Capital at Beg. of Year	**8,656,973**	**8,903,973**		**8,903,973**	
Working Capital at End of Year	**$8,903,973**	**$8,395,972**		**$8,632,989**	

Sales Tax Collections

Schedule of sales tax collections for the quarter ending March 31, 2025.

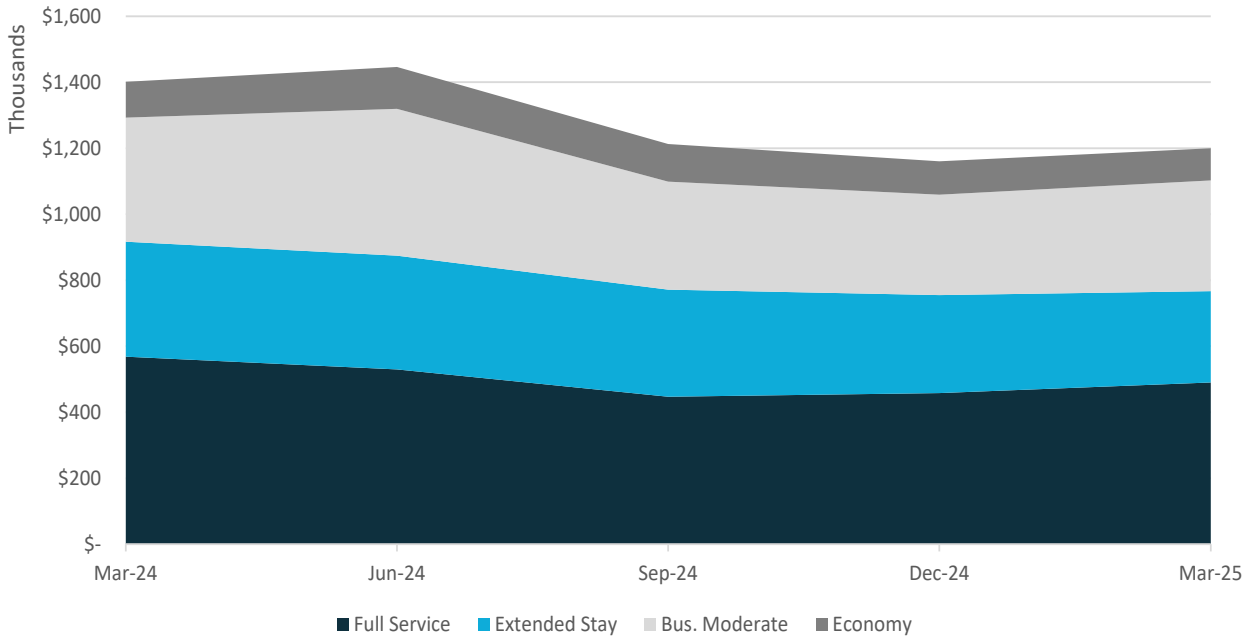
	FY2025 Monthly Collections	% Change from Prior Year	FY2024 Monthly Collections
October	$1,589,328	0.1%	$1,588,209
November	1,391,938	4.5%	1,331,900
December	1,299,653	2.6%	1,267,187
January	1,762,073	10.5%	1,595,294
February	1,571,229	20.5%	1,303,812
March	1,280,923	2.0%	1,256,245
April			1,578,604
May			1,272,712
June			1,319,487
July			1,236,618
August			2,209,805
September			1,338,169
	$8,895,145		**$17,298,041**
Budget:	16,165,000	55.0%	15,774,733

Breakdown of Sales Tax by Economic Category



Hotel Occupancy Tax

Hotel Occupancy Tax collection for hotels by service type for the quarter and year-to-date ended March 31, 2025. This analysis includes comparative information from the prior fiscal year.



FY2024, Q2

Revenue from three out of four hotel categories showed increased hotel occupancy tax collections in the second quarter of FY2024.

FY2025, Q2

In the Business Moderate and Economy category one or more monthly payments from two hotels are missing in the second quarter of FY2025.

Continued

Hotel Occupancy Tax collection for hotels by service type for the quarter and year-to-date ended March 31, 2025. This analysis includes comparative information from the prior fiscal year.

Hotel	# Rooms	% Rooms	Amount	% Amount	FY25 to FY24 % Diff
Marriott Quorum	547	15%	291,602	22%	3%
Renaissance	528	14%	300,181	23%	5%
Full Service Total	**1,075**	**29%**	**591,783**	**45%**	**4%**
Budget Suites	344	9%	9,679	1%	-1%
Mainstay Suites	70	2%	9,456	1%	-34%
Marriott Residence Inn	150	4%	71,475	5%	-19%
Hyatt House	132	4%	39,304	3%	14%
Homewood Suites	120	3%	3,460	0%	-92%
Home2Suites	132	4%	82,797	6%	-5%
Springhill Suites	159	4%	60,612	5%	-12%
Extended Stay Total	**1,107**	**30%**	**276,782**	**21%**	**-21%**
Marriott Courtyard Quorum	176	5%	92,423	7%	3%
LaQuinta Inn (1)	152	4%	-	0%	-100%
Marriott Courtyard Midway	145	4%	72,431	6%	0%
Radisson - Addison	101	3%	23,987	2%	-19%
Hilton Garden Inn	96	3%	49,965	4%	-5%
Holiday Inn Express	97	3%	53,656	4%	20%
Holiday Inn Beltway	102	3%	23,620	2%	-10%
Best Western Plus	85	2%	19,666	2%	-10%
Business Moderate Total	**954**	**26%**	**335,748**	**26%**	**-11%**
Motel 6	128	3%	26,392	2%	-12%
The Addison Inn	154	4%	22,932	2%	16%
Red Roof Inn	107	3%	22,344	2%	-21%
Quality Suites North/Galleria	78	2%	22,702	2%	-12%
America's Best Value Inn	60	2%	5,443	0%	9%
Economy Total	**527**	**14%**	**99,813**	**8%**	**-8%**
TOTAL	**3,663**	**100%**	**1,304,126**	**100%**	**-7%**

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

Investments

Town of Addison investments for the quarter ending March 31, 2025. This information is from the Investment Report which was prepared in accordance with Chapter 2256 of the (PFIA) Public Funds Investment Act.

$1,447,360
Interest Revenue

March 31, 2025

Book Value
$156,653,259

Market Value
$155,962,088

Weighted Average Yield-to-Matrity
3.69%

The change in book value is $9,245,161 or 6.27%.
The change in market value is $29,937,591 or 6.81%.
The change in interest revenue is $118,593 or 8.93%.
Weighted average yield-to-maturity increased 0.05%, which is a 1.37% change.

$1,328,766
Interest Revenue

December 31, 2024

Book Value
$147,408,0983

Market Value
$146,024,497

Weighted Average Yield-to-Matrity
3.64%

FY 2024-25

www.addisontx.gov

CONTACT

Town of Addison
P.O. Box 9010
Addison, TX 75001
P: (972) 450-7000

TOWN OF ADDISON

Investment Portfolio
March 31, 2025

COMPLIANCE

This report was prepared in accordance with Chapter 2256 of the Public Funds Investment Act ("PFIA"). Section 2256.03(a) of the PFIA states that "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report, which covers the quarter ended March 31, 2025, is signed by the Town's investment officers and includes the disclosures required in the PFIA.

Performance Benchmark

US Treasury | 6 Months 4.27%

Asset Category	Face Amount/Shares	Market Value	Book Value	% of Portfolio	YTM @ Cost	Days To Maturity
Certificate of Deposit 50%	3,920,000.00	3,888,898.94	3,920,000.00	2.50	4.01	1,353
LGIP | State 70%	58,221,703.09	58,221,703.09	58,221,703.09	37.17	4.47	1
Municipal Bonds 50%	59,462,954.15	58,297,849.59	58,560,662.64	37.38	3.43	619
US Agency | Treasury 70%	36,000,000.00	35,553,636.65	35,950,893.13	22.95	2.85	873
Total / Average	**157,604,657.24**	**155,962,088.27**	**156,653,258.86**	**100.00**	**3.69**	**466**

Steven Glickman, Chief Financial Officer — 4-21-25 Date

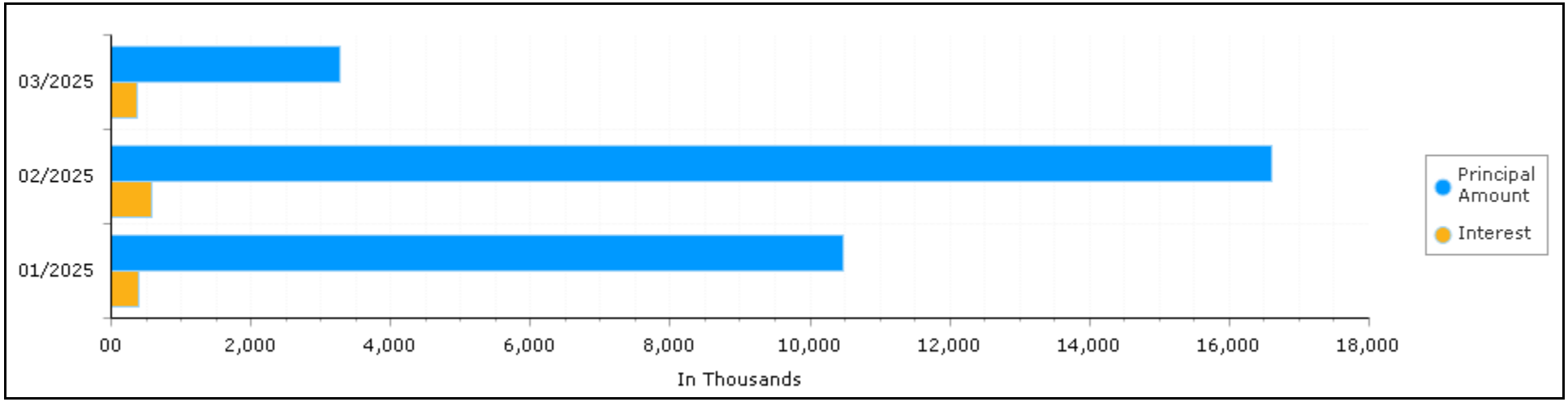
Amanda Turner, Assistant Director of Finance — 4-22-25 Date

Town of Addison | TX
Portfolio Summary by Month
All Portfolios

Begin Date: 1/31/2025, End Date: 3/31/2025

Month	Market Value	Book Value	Unrealized Gain/Loss	YTM @ Cost	YTM @ Market	Duration	Days To Maturity
1/31/2025	159,876,744.80	161,083,655.94	-1,206,911.14	3.72	4.57	1.25	486
2/28/2025	157,727,221.09	158,630,052.92	-902,831.83	3.72	4.50	1.24	482
3/31/2025	155,962,088.27	156,653,258.86	-691,170.59	3.71	4.46	1.20	470
Total / Average	**157,855,351.39**	**158,788,989.24**	**-933,637.85**	**3.71**	**4.51**	**1.23**	**479**

Actual Cash Flow



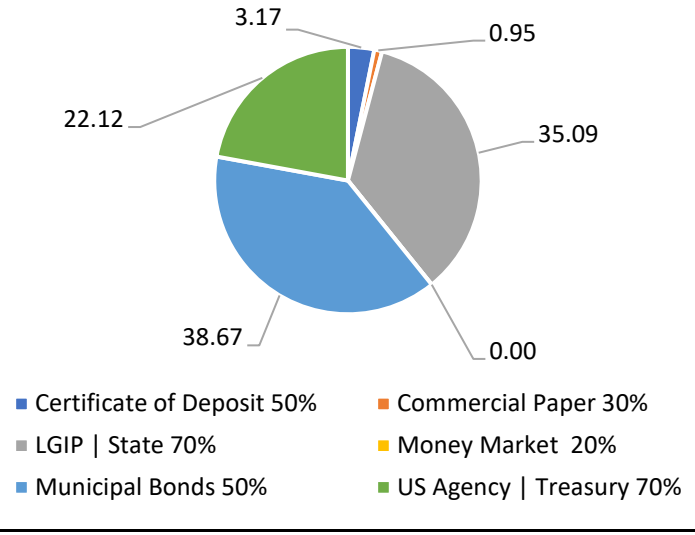
Town of Addison | TX
Distribution by Asset Category - Market Value
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

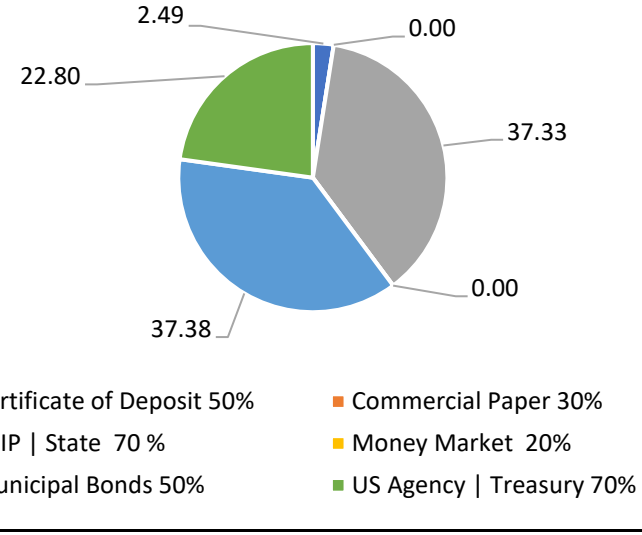
Asset Category Allocation

Asset Category	Market Value 12/31/2024	% of Portfolio 12/31/2024	Market Value 3/31/2025	% of Portfolio 3/31/2025
Certificate of Deposit 50%	4,619,354.50	3.17	3,888,898.94	2.49
Commercial Paper 30%	1,392,255.20	0.95	0.00	0.00
LGIP | State 70%	51,237,860.84	35.09	58,221,703.09	37.33
Money Market 20%	0.00	0.00	0.00	0.00
Municipal Bonds 50%	56,471,620.71	38.67	58,297,849.59	37.38
US Agency | Treasury 70%	32,303,406.09	22.12	35,553,636.65	22.80
Total / Average	**146,024,497.34**	**100.00**	**155,962,088.27**	**100.00**

Portfolio Holdings as of 12/31/2024



Portfolio Holdings as of 3/31/2025



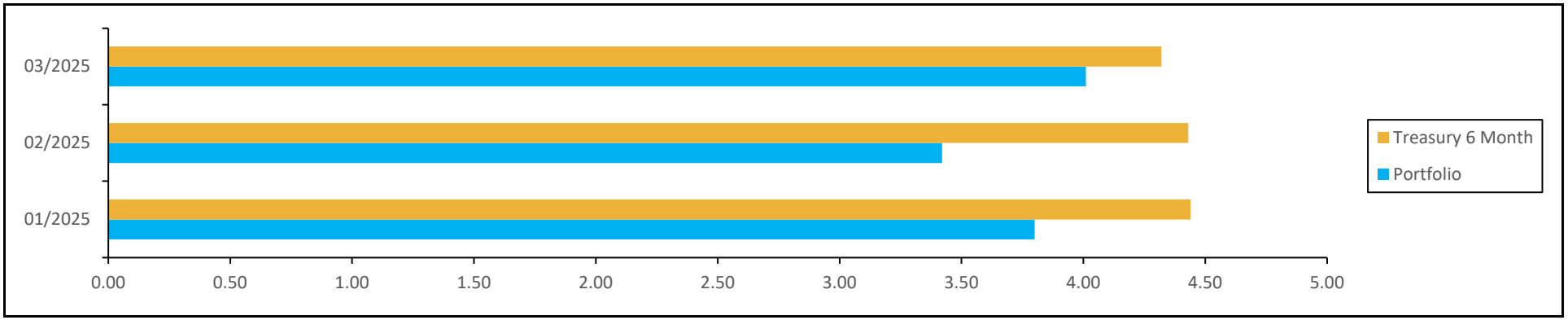
Asset Category | Investment Policy Compliance
Compliance | Yes

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

Begin Date: 1/31/2025, End Date: 3/31/2025

	1	2	3	4	5	6			
Month	**Purchased Interest**	**Sell Accrued Interest**	**Interest Dividends**	**Amortization Discount**	**Amortization Premium**	**Difference in Accrued Int**	**Interest Earned During the Period-BV**	**Annualized TRR-BV**	**Treasury 6 Month**
1/31/2025	-10,738.22	0.00	402,643.83	58,885.57	-36,196.38	52,649.79	467,244.59	3.80	4.44
2/28/2025	-30.88	0.00	577,948.41	53,305.61	-32,006.95	-137,361.38	461,854.81	3.42	4.43
3/31/2025	0.00	314.14	361,151.93	55,870.44	-34,707.90	135,631.54	518,260.15	4.01	4.32
Total / Average	**-10,769.10**	**314.14**	**1,341,744.17**	**168,061.62**	**-102,911.23**	**50,919.95**	**1,447,359.55**	**3.74**	**4.40**

Annualized TRR-BV



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

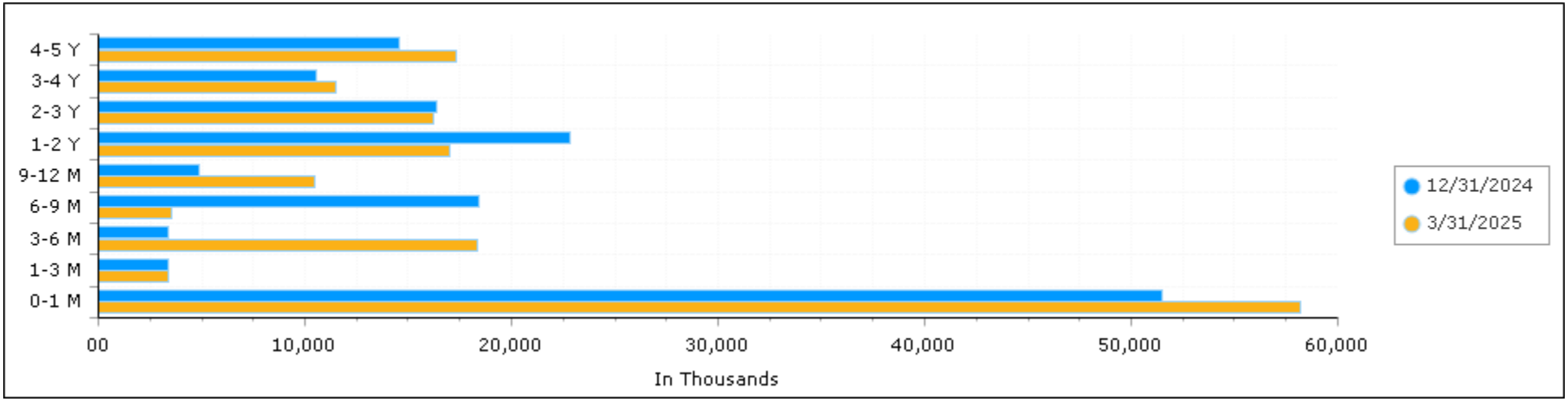
Town of Addison | TX
Distribution by Maturity Range - Market Value
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Maturity Range Allocation

Maturity Range	Market Value 12/31/2024	% of Portfolio 12/31/2024	Market Value 3/31/2025	% of Portfolio 3/31/2025
0-1 Month	51,482,959.94	35.26	58,221,703.09	37.33
1-3 Months	3,420,118.22	2.34	3,370,318.01	2.16
3-6 Months	3,361,735.46	2.30	18,331,306.37	11.75
6-9 Months	18,454,545.97	12.64	3,548,788.75	2.28
9-12 Months	4,881,948.33	3.34	10,438,574.44	6.69
1-2 Years	22,843,502.14	15.64	16,981,234.17	10.89
2-3 Years	16,396,106.84	11.23	16,252,510.07	10.42
3-4 Years	10,583,345.59	7.25	11,498,302.94	7.37
4-5 Years	14,600,234.85	10.00	17,319,350.43	11.10
Total / Average	**146,024,497.34**	**100.00**	**155,962,088.27**	**100.00**

Portfolio Holdings



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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Agency | Bullet								
FFCB Step 7/20/2026		7/20/2021	1,500,000.00	96.73	1,450,882.25	0.96%	Moodys-Aaa	476
3130AN5K2	1,500,000.00	1.25	1,500,000.00	4.11	4,437.50	-49,117.75	S&P-AA+	1.29
			1,500,000.00		**1,450,882.25**	**0.96%**		**476**
Sub Total Agency | Bullet	**1,500,000.00**	**1.25**	**1,500,000.00**	**4.11**	**4,437.50**	**-49,117.75**		**1.29**
Agency | Callable								
FAMC 5.78 4/23/2029-25		4/23/2024	1,000,000.00	100.04	1,000,447.66	0.64%	Moodys-Aaa	23
31424WHJ4	1,000,000.00	5.78	1,000,000.00	5.77	25,367.78	447.66	S&P-AA+	3.59
FFCB 0.61 5/23/2025-21		9/22/2021	999,900.00	99.46	994,630.51	0.64%	Moodys-Aaa	53
3133EM3E0	1,000,000.00	0.61	999,996.11	4.34	2,168.89	-5,365.60	S&P-AA+	0.14
FFCB 0.94 4/28/2026-22		4/28/2021	1,000,000.00	96.72	967,161.21	0.64%	Moodys-Aaa	393
3133EMXQ0	1,000,000.00	0.94	1,000,000.00	4.09	3,995.00	-32,838.79	S&P-AA+	1.07
FHLB 0.75 12/30/2025-22		9/30/2021	1,000,000.00	97.45	974,509.44	0.64%	Moodys-Aaa	91
3130AP2G9	1,000,000.00	0.75	1,000,000.00	4.24	0.00	-25,490.56	S&P-AA+	0.75
FHLB 1 9/30/2026-22		9/30/2021	1,000,000.00	95.61	956,082.90	0.64%	Moodys-Aaa	91
3130AP6D2	1,000,000.00	1.00	1,000,000.00	4.05	0.00	-43,917.10	S&P-AA+	1.49
FHLB 1.6 1/19/2027-22		1/19/2022	1,000,000.00	95.77	957,660.38	0.64%	Moodys-Aaa	19
3130AQJ87	1,000,000.00	1.60	1,000,000.00	4.06	3,200.00	-42,339.62	S&P-AA+	1.78
FHLB 4.1 6/30/2027-23		6/30/2022	1,000,000.00	99.51	995,107.04	0.64%	Moodys-Aaa	91
3130ASG52	1,000,000.00	4.10	1,000,000.00	4.33	10,250.00	-4,892.96	S&P-AA+	2.15
FHLB 4.625 10/2/2029-25		10/9/2024	2,000,000.00	100.01	2,000,122.30	1.28%	Moodys-Aaa	185
3130B36D0	2,000,000.00	4.63	2,000,000.00	4.62	44,194.44	122.30	S&P-AA+	4.03
FHLB 4.625 11/20/2029-26		11/20/2024	1,000,000.00	100.68	1,006,782.13	0.64%	Moodys-Aaa	599
3130B3SZ7	1,000,000.00	4.63	1,000,000.00	4.46	16,829.86	6,782.13	S&P-AA+	4.16
FHLB 4.65 11/19/2026-25		11/19/2024	1,000,000.00	99.99	999,911.74	0.64%	Moodys-Aaa	49
3130B3RT2	1,000,000.00	4.65	1,000,000.00	4.65	17,050.00	-88.26	S&P-AA+	1.57

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FHLB 4.75 1/14/2030-27		1/14/2025	1,000,000.00	100.40	1,004,030.04	0.64%	Moodys-Aaa	654
3130B4K34	1,000,000.00	4.75	1,000,000.00	4.65	10,159.72	4,030.04	S&P-AA+	4.3
FHLB 5.25 1/22/2030-25		1/30/2025	2,000,000.00	99.97	1,999,376.42	1.28%	Moodys-Aaa	113
3130B4MZ1	2,000,000.00	5.25	2,000,000.00	5.26	17,500.00	-623.58	S&P-AA+	4.27
FHLB Step 2/18/2027-22		2/18/2022	1,000,000.00	97.41	974,052.72	0.64%	Moodys-Aaa	689
3130AQPR8	1,000,000.00	2.06	1,000,000.00	4.05	3,105.56	-25,947.28	S&P-AA+	1.84
FHLB Step 3/29/2027-22		3/29/2022	1,000,000.00	99.63	996,325.63	0.64%	Moodys-Aaa	90
3130ARCD1	1,000,000.00	3.25	1,000,000.00	4.69	222.22	-3,674.37	S&P-AA+	1.94
FHLB Step 4/14/2027-23		4/14/2022	1,000,000.00	100.03	1,000,314.92	0.64%	Moodys-Aaa	14
3130ARGS4	1,000,000.00	3.92	1,000,000.00	5.44	18,555.56	314.92	S&P-AAA	1.93
FHLB Step 5/12/2026-21		5/12/2021	1,500,000.00	97.71	1,465,716.06	0.96%	Moodys-Aaa	42
3130AMDE9	1,500,000.00	1.19	1,500,000.00	4.12	11,583.33	-34,283.94	S&P-AA+	1.1
FHLB Step 6/10/2026-21		6/10/2021	1,500,000.00	97.08	1,456,241.79	0.96%	Moodys-Aaa	436
3130AMMW9	1,500,000.00	1.19	1,500,000.00	4.03	6,937.50	-43,758.21	S&P-AA+	1.18
FHLB Step 6/9/2026-23		6/9/2021	1,000,000.00	97.04	970,431.22	0.64%	Moodys-Aaa	435
3130AMMJ8	1,000,000.00	1.05	1,000,000.00	4.07	4,666.67	-29,568.78	S&P-AA+	1.18
FHLMC 0.57 9/24/2025-21		9/24/2020	2,000,000.00	98.23	1,964,530.20	1.28%	Moodys-Aaa	85
3134GWUG9	2,000,000.00	0.57	2,000,000.00	4.34	221.67	-35,469.80	S&P-AA+	0.48
FHLMC 4.86 10/22/2029-25		10/22/2024	2,000,000.00	99.99	1,999,721.92	1.28%	Moodys-Aaa	113
3134HATW3	2,000,000.00	4.86	2,000,000.00	4.86	42,930.00	-278.08	S&P-AA+	4.06
FHLMC 5 1/14/2030-26		1/14/2025	1,000,000.00	100.25	1,002,504.90	0.64%	Moodys-Aaa	289
3134HA2C6	1,000,000.00	5.00	1,000,000.00	4.94	10,694.44	2,504.90	S&P-AA+	4.27
FHLMC Step 2/16/2029-24		2/16/2024	1,000,000.00	99.32	993,162.82	0.64%	Moodys-Aaa	46
3134H1TE3	1,000,000.00	4.71	1,000,000.00	4.53	5,937.50	-6,837.18	S&P-AA+	3.58

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
FNMA 0.56 8/21/2025-23		8/21/2020	1,500,000.00	98.58	1,478,680.56	0.96%	Moodys-Aaa	51
3136G4N74	1,500,000.00	0.56	1,500,000.00	4.27	933.33	-21,319.44	S&P-AA+	0.39
FNMA 0.625 8/27/2025-21		8/27/2020	1,500,000.00	98.54	1,478,040.24	0.96%	Moodys-Aaa	57
3136G4V59	1,500,000.00	0.63	1,500,000.00	4.30	885.42	-21,959.76	S&P-AA+	0.41
FNMA 0.71 7/22/2025-21		7/22/2020	1,499,925.00	98.89	1,483,282.32	0.96%	Moodys-Aaa	22
3136G4A45	1,500,000.00	0.71	1,499,995.40	4.37	2,041.25	-16,713.08	S&P-AA+	0.31
			31,499,825.00		**31,118,827.07**	**20.16%**		**176**
Sub Total Agency | Callable	**31,500,000.00**	**2.73**	**31,499,991.51**	**4.51**	**259,430.14**	**-381,164.44**		**2.11**
Agency | MBS								
FHLMC MBS 4.25 12/1/2028		4/11/2024	970,468.75	99.06	990,590.24	0.62%	Moodys-Aaa	641
3132XGYV2	1,000,000.00	5.00	976,636.34	4.58	3,541.67	13,953.90	S&P-AA+	3.38
FHLMC MBS 4.42 9/1/2029		11/15/2024	989,375.00	99.34	993,395.65	0.63%	Moodys-Aaa	914
3132XFSR0	1,000,000.00	4.71	990,200.24	4.59	3,683.33	3,195.41	S&P-AA+	3.99
FHLMC MBS 4.6 1/1/2029		4/15/2024	980,000.00	99.99	999,941.44	0.63%	Moodys-Aaa	672
3132XGZZ2	1,000,000.00	5.12	984,065.04	4.67	3,833.33	15,876.40	S&P-AA+	3.42
			2,939,843.75		**2,983,927.33**	**1.88%**		**743**
Sub Total Agency | MBS	**3,000,000.00**	**4.94**	**2,950,901.62**	**4.61**	**11,058.33**	**33,025.71**		**3.6**
CD | Negotiable								
Bridgewater Bank 4.65 2/7/2030-25		2/7/2025	245,000.00	100.01	245,022.05	0.16%	FDIC Insured	37
108622PY1	245,000.00	4.65	245,000.00	4.65	749.10	22.05	FDIC Insured	4.34
Celtic Bank 4.5 12/20/2029-25		12/20/2024	245,000.00	100.01	245,012.35	0.16%	FDIC Insured	81
15118RU21	245,000.00	4.50	245,000.00	4.50	332.26	12.35	FDIC Insured	4.26
Central Bank 4.4 3/28/2030-25		3/28/2025	245,000.00	99.77	244,428.83	0.16%	FDIC Insured	181
152577CV2	245,000.00	4.40	245,000.00	4.45	88.60	-571.17	FDIC Insured	4.49
Clearpath Federal CU 5.4 7/30/2029-25		7/30/2024	245,000.00	100.33	245,818.86	0.16%	NCUA Insured	121
18507MAD3	245,000.00	5.40	245,000.00	5.31	1,087.40	818.86	NCUA Insured	3.86

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

Date: 3/31/2025

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First Federal Bank 4.6 2/3/2028-25		2/3/2025	245,000.00	100.01	245,018.96	0.16%	FDIC Insured	33
32022WDU7	245,000.00	4.60	245,000.00	4.60	864.55	18.96	FDIC Insured	2.66
Goldman Sachs Bank 1.05 9/8/2026		9/8/2021	245,000.00	95.77	234,639.71	0.16%	FDIC Insured	526
38149MZJ5	245,000.00	1.05	245,000.00	4.11	162.10	-10,360.29	FDIC Insured	1.43
JPM Chase 4.6 11/1/2029-25		11/1/2024	245,000.00	100.10	245,233.24	0.16%	FDIC Insured	215
46657VNZ9	245,000.00	4.60	245,000.00	4.58	4,631.51	233.24	FDIC Insured	4.11
Kemba Fin CU 5.4 5/14/2029-24		5/14/2024	245,000.00	100.11	245,274.72	0.16%	NCUA Insured	44
48836LBH4	245,000.00	5.40	245,000.00	5.37	616.19	274.72	NCUA Insured	3.7
Morgan Stanley 4.2 10/18/2029-25		10/18/2024	245,000.00	99.15	242,928.33	0.16%	FDIC Insured	18
61776CCT2	245,000.00	4.20	245,000.00	4.41	4,623.45	-2,071.67	FDIC Insured	4.11
Morgan Stanley PVT 4.2 10/18/2029-25		10/18/2024	245,000.00	99.15	242,928.33	0.16%	FDIC Insured	18
61768UQS9	245,000.00	4.20	245,000.00	4.41	4,623.45	-2,071.67	FDIC Insured	4.11
Sallie Mae Bank UT 1.1 8/11/2026		8/12/2021	245,000.00	96.07	235,360.94	0.16%	FDIC Insured	498
795451AK9	245,000.00	1.10	245,000.00	4.09	354.41	-9,639.06	FDIC Insured	1.36
SmartBank 4.6 2/8/2030-25		2/11/2025	245,000.00	100.05	245,112.92	0.16%	FDIC Insured	132
83172HHT0	245,000.00	4.60	245,000.00	4.59	648.41	112.92	FDIC Insured	4.35
State Bank of India NY 1.15 9/28/2026		9/28/2021	245,000.00	95.76	234,607.27	0.16%	FDIC Insured	546
856285XL0	245,000.00	1.15	245,000.00	4.11	23.16	-10,392.73	FDIC Insured	1.48
Truist Bank 4.5 11/27/2029-25		11/27/2024	245,000.00	99.97	244,932.06	0.16%	FDIC Insured	241
897926AS0	245,000.00	4.50	245,000.00	4.50	3,745.48	-67.94	FDIC Insured	4.25
Truliant Federal CU 5.15 3/23/2026		3/22/2023	245,000.00	100.98	247,393.75	0.16%	NCUA Insured	357
89789AAH0	245,000.00	5.15	245,000.00	4.13	311.12	2,393.75	FDIC Insured	0.96
Tucson FCU 4.65 3/7/2030-25		3/7/2025	245,000.00	100.08	245,186.62	0.16%	NCUA Insured	160
898812AE2	245,000.00	4.65	245,000.00	4.63	749.10	186.62	NCUA Insured	4.41
			3,920,000.00		**3,888,898.94**	**2.56%**		**200**
Sub Total CD | Negotiable	**3,920,000.00**	**4.01**	**3,920,000.00**	**4.53**	**23,610.29**	**-31,101.06**		**3.37**

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
LGIP								
LOGIC | Operating LGIP		3/31/2023	31,630,489.22	100.00	31,630,489.22	20.19%	NR	1
LOGIC5010	31,630,489.22	4.48	31,630,489.22	4.48		0.00	NR	0
LOGIC | SIB Loan LGIP		10/30/2024	15,302,536.37	100.00	15,302,536.37	9.77%	NR	1
LOGIC5020	15,302,536.37	4.48	15,302,536.37	4.48		0.00	NR	0
Texas CLASS LGIP		3/31/2023	9,018,337.17	100.00	9,018,337.17	5.76%	NR	1
TEXASCLASS0001	9,018,337.17	4.44	9,018,337.17	4.44		0.00	NR	0
TexPool | General LGIP		3/31/2023	1,136,829.43	100.00	1,136,829.43	0.73%	NR	1
TEXPOOL0003	1,136,829.43	4.35	1,136,829.43	4.35		0.00	NR	0
TexSTAR | Operating LGIP		3/31/2023	1,133,510.90	100.00	1,133,510.90	0.72%	NR	1
TEXSTAR1110	1,133,510.90	4.36	1,133,510.90	4.36		0.00	NR	0
			58,221,703.09		**58,221,703.09**	**37.17%**		**1**
Sub Total LGIP	**58,221,703.09**	**4.47**	**58,221,703.09**	**4.47**		**0.00**		**0**
Municipal Bonds								
Arlington 1.396 8/15/2029-29		10/29/2024	500,773.50	88.69	505,538.70	0.32%	Moodys-Aa1	1597
041796XQ1	570,000.00	4.22	506,822.42	4.26	1,016.75	-1,283.72	S&P-AAA	4.24
Barbers Hill ISD TX 4 2/15/2026		4/29/2021	572,565.00	99.82	499,090.00	0.33%	Moodys-Aaa	321
067167YR1	500,000.00	0.90	513,253.88	4.21	2,555.56	-14,163.88	S&P-AAA	0.86
Bi-State Development Agency MA 1.344 10/1/2025		4/20/2021	1,548,424.00	98.58	1,503,390.75	0.98%	Moodys-Aa2	184
088632CT9	1,525,000.00	0.99	1,527,639.53	4.24	10,248.00	-24,248.78	S&P-AA	0.5
California St 4.5 8/1/2029		11/5/2024	1,006,720.00	100.81	1,008,110.00	0.64%	Moodys-Aa2	1584
13063EGT7	1,000,000.00	4.34	1,006,152.88	4.29	7,500.00	1,957.12	S&P-AA-	3.96
California St 5.125 9/1/2029		10/9/2024	1,570,665.00	103.61	1,554,165.00	1%	Moodys-Aa2	1615
13063EBP0	1,500,000.00	4.05	1,563,827.73	4.22	6,406.25	-9,662.73	S&P-AA-	4
California St Public 4.859 4/1/2028		4/11/2024	1,503,135.00	101.22	1,518,270.00	0.96%	Moodys-Aa3	1097
13068XLK3	1,500,000.00	4.80	1,502,370.16	4.42	36,442.50	15,899.84	S&P-A+	2.76

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

Date: 3/31/2025

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City of Cedar Park TX 2.95 8/15/2025		10/23/2020	2,619,033.60	99.52	2,348,554.00	1.52%	NR	137
150461M57	2,360,000.00	0.63	2,380,061.83	4.26	8,895.89	-31,507.83	S&P-AA	0.37
City of Dallas 0 2/15/2028		3/25/2024	170,273.00	88.01	180,424.60	0.11%	Moodys-A1	1051
235218L85	205,000.00	4.83	179,333.28	4.49	0.00	1,091.32	S&P-AA-	2.88
City of Dallas 1.497 10/1/2027		3/25/2024	224,470.00	94.29	235,735.00	0.15%	S&P-AAA	914
23542JQR9	250,000.00	4.68	231,840.92	3.92	1,871.25	3,894.08	Fitch-AA	2.44
Cleveland Public PWR 2.346 11/15/2028		5/30/2024	1,185,296.00	93.21	1,239,666.40	0.77%	Moodys-A1	1325
186398MK6	1,330,000.00	5.11	1,212,372.52	4.39	11,787.35	27,293.88	S&P-AA	3.46
Connecticut Green Bank CT 1.2 11/15/2025		5/11/2021	200,000.00	98.06	196,126.00	0.13%	NR	229
207580AR2	200,000.00	1.20	200,000.00	4.39	906.67	-3,874.00	S&P-AA-	0.62
Connecticut State GO CT 2.098 7/1/2025-24		4/22/2021	247,346.90	99.41	233,604.10	0.15%	Moodys-Aa3	92
20772KJX8	235,000.00	0.82	235,734.36	4.48	1,232.58	-2,130.26	S&P-AA-	0.25
Dallas ISD TX 4 8/15/2025		4/22/2021	3,134,945.00	99.90	2,747,140.00	1.78%	Moodys-Aaa	137
235308D75	2,750,000.00	0.70	2,783,239.70	4.26	14,055.56	-36,099.70	S&P-AAA	0.37
Dallas Water-Sewer TX 1.007 10/1/2025		4/19/2021	1,366,929.00	98.43	1,328,778.00	0.86%	NR	184
23542JQP3	1,350,000.00	0.72	1,351,906.47	4.22	6,797.25	-23,128.47	S&P-AAA	0.5
Florida SBA 1.258 7/1/2025-25		10/10/2024	5,188,821.00	99.17	5,290,506.10	3.37%	Moodys-Aa3	91
341271AD6	5,335,000.00	5.15	5,284,058.83	4.62	16,778.58	6,447.27	S&P-AA	0.25
Florida SBA 1.705 7/1/2027-27		1/16/2024	908,270.00	94.14	941,410.00	0.6%	Moodys-Aa3	821
341271AE4-2	1,000,000.00	4.60	940,251.93	4.47	4,262.50	1,158.07	S&P-AA	2.21
Florida SBA FL 1.705 7/1/2027-27		10/4/2023	871,190.00	94.14	941,410.00	0.59%	Moodys-Aa3	821
341271AE4	1,000,000.00	5.57	922,487.69	4.47	4,262.50	18,922.31	S&P-AA	2.21
Foothill-De Anza CC CA 0.906 8/1/2025-25		4/21/2021	705,677.00	98.90	692,272.00	0.45%	Moodys-Aaa	92
345102PG6	700,000.00	0.71	700,443.40	4.26	1,057.00	-8,171.40	S&P-AAA	0.33

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Frisco Economical Development TX 1.9 2/15/2028		4/20/2023	446,230.00	93.81	469,060.00	0.3%	Moodys-Aa2	1051
358782CW8	500,000.00	4.40	467,927.20	4.21	1,213.89	1,132.80	S&P-AA	2.8
Hawaii State 5.33 2/1/2026-25		4/23/2021	1,805,790.00	100.77	1,511,580.00	0.99%	Moodys-Aa2	307
419791YT9	1,500,000.00	0.95	1,553,653.52	4.37	13,325.00	-42,073.52	S&P-AA+	0.82
Jackson Energy TN 3.4 4/1/2026-23		9/29/2021	2,014,570.25	99.22	1,909,985.00	1.24%	NR	1
46873TAD5	1,925,000.00	2.31	1,944,886.34	4.21	32,725.00	-34,901.34	S&P-AA	0.97
Jefferson County MO 1.2 3/1/2026		5/6/2021	300,000.00	97.31	291,924.00	0.19%	NR	335
473142QY6	300,000.00	1.20	300,000.00	4.22	300.00	-8,076.00	S&P-AA+	0.91
Kansas City MO 1.475 4/1/2026		4/21/2021	1,019,450.00	97.14	971,390.00	0.64%	Moodys-A1	366
485106UX4	1,000,000.00	1.07	1,003,933.10	4.43	7,375.00	-32,543.10	S&P-AA-	0.99
Maine Health & Higher Education 1.304 7/1/2026		7/8/2021	202,458.00	96.17	192,338.00	0.13%	Moodys-A1	427
56042RJ52	200,000.00	1.05	200,616.53	4.49	652.00	-8,278.53	S&P-AA	1.24
Massachusetts 3.455 7/1/2028		2/16/2024	1,060,292.80	96.75	1,083,611.20	0.69%	S&P-AA	1188
57563RQH5	1,120,000.00	4.82	1,075,584.12	4.54	9,674.00	8,027.08	None	3.07
Massachusetts St Edu 1.921 7/1/2027		1/19/2024	455,020.00	94.66	473,275.00	0.3%	S&P-AA	822
57563RRU5	500,000.00	4.78	470,632.60	4.44	2,401.25	2,642.40	None	2.2
Massachusetts State 5.203 6/1/2025-25		4/22/2021	1,173,160.00	100.03	1,000,330.00	0.64%	Moodys-Aa1	31
57604TAB2	1,000,000.00	0.90	1,007,041.84	4.92	17,343.33	-6,711.84	S&P-AAA	0.17
McKinney Cmnty 3.531 8/15/2028-28		10/29/2024	1,222,048.80	97.50	1,228,474.80	0.78%	S&P-AA-	1232
581743AN1	1,260,000.00	4.40	1,226,238.22	4.34	5,684.91	2,236.58	None	3.19
Michigan St HSG 4.062 6/1/2028		10/17/2024	250,000.00	98.82	247,057.50	0.16%	Moodys-Aa2	1158
594654XV2	250,000.00	4.06	250,000.00	4.46	3,385.00	-2,942.50	S&P-AA+	2.96
Michigan St HSG 4.092 12/1/2028		10/17/2024	100,000.00	98.66	98,657.00	0.06%	Moodys-Aa2	1341
594654XW0	100,000.00	4.09	100,000.00	4.49	1,364.00	-1,343.00	S&P-AA+	3.39

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
Michigan St HSG 4.162 6/1/2029		10/17/2024	250,000.00	98.62	246,545.00	0.16%	Moodys-Aa2	1523
594654XX8	250,000.00	4.16	250,000.00	4.53	3,468.33	-3,455.00	S&P-AA+	3.81
Montgomery Cnty 3.78 9/1/2027-27		1/12/2024	965,980.00	98.26	982,620.00	0.62%	Moodys-A3	883
613603ZG7	1,000,000.00	4.81	977,354.16	4.55	3,150.00	5,265.84	S&P-A	2.32
Montgomery Cnty 3.78 9/1/2027-27		2/16/2024	960,850.00	98.26	982,620.00	0.62%	Moodys-A3	883
613603ZG7-2	1,000,000.00	5.00	973,233.87	4.55	3,150.00	9,386.13	S&P-A	2.32
Mosaic District VA 1.711 3/1/2026-26		4/22/2021	257,205.00	97.52	243,795.00	0.16%	Moodys-A2	307
61945DAZ4	250,000.00	1.10	251,357.29	4.50	356.46	-7,562.29	S&P-AA	0.91
Myrtle Beach 4.9 6/1/2028		11/21/2024	750,000.00	100.48	753,607.50	0.48%	Moodys-Aa3	1158
628571GA3	750,000.00	4.90	750,000.00	4.73	13,270.83	3,607.50	S&P-AA-	2.92
Myrtle Beach 5 6/1/2029		11/21/2024	305,000.00	100.57	306,732.40	0.19%	Moodys-Aa3	1523
628571GB1	305,000.00	5.00	305,000.00	4.85	5,506.94	1,732.40	S&P-AA-	3.75
Myrtle Beach 5.05 6/1/2025		11/21/2024	1,375,000.00	100.03	1,375,357.50	0.88%	Moodys-Aa3	62
628571FX4	1,375,000.00	5.05	1,375,000.00	4.81	25,074.65	357.50	S&P-AA-	0.17
New York City 1.71 11/1/2028-28		2/21/2024	879,500.00	91.49	914,900.00	0.58%	Moodys-Aa1	1310
64971XUT3	1,000,000.00	4.59	907,886.01	4.30	7,125.00	7,013.99	S&P-AAA	3.46
New York City 2.28 5/1/2026-26		12/13/2023	944,930.00	97.93	979,310.00	0.62%	Moodys-Aa1	395
64971WJ76	1,000,000.00	4.75	974,933.66	4.25	9,500.00	4,376.34	S&P-AAA	1.07
New York City 3.7 5/1/2027-27		3/21/2024	972,730.00	98.97	989,720.00	0.63%	Moodys-Aa1	760
64971XDY1	1,000,000.00	4.65	981,731.98	4.22	15,416.67	7,988.02	S&P-AAA	1.99
New York City 5 11/1/2027-27		3/21/2024	1,012,620.00	101.84	1,018,350.00	0.64%	Moodys-Aa1	944
64971X3D8	1,000,000.00	4.62	1,009,034.77	4.24	20,833.33	9,315.23	S&P-AAA	2.41
New York City NY 3.78 2/1/2026-24		4/16/2021	761,936.00	99.61	697,291.00	0.45%	Moodys-Aa1	123
64971WDP2	700,000.00	1.84	710,823.77	4.25	4,410.00	-13,532.77	S&P-AAA	0.82

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
New York City NY 5.075 11/1/2025-25		4/16/2021	614,411.20	100.10	520,494.00	0.34%	Moodys-Aa1	184
64971M5K4	520,000.00	0.98	532,178.42	4.90	10,995.83	-11,684.42	S&P-AAA	0.57
New York State NY 2.406 1/1/2026-25		4/22/2021	423,820.00	98.67	394,692.00	0.26%	Moodys-A1	245
650009S20	400,000.00	1.10	403,821.76	4.22	2,406.00	-9,129.76	S&P-A	0.74
Niagara Falls NY 2.4 7/15/2026		12/13/2023	972,289.35	97.57	1,009,859.85	0.64%	S&P-AA	471
653438CL3	1,035,000.00	4.92	1,003,744.22	4.36	5,244.00	6,115.63	None	1.27
Omaha NE 0.983 4/15/2026		5/21/2021	752,970.00	96.76	725,662.50	0.48%	Moodys-Aa2	380
6817126Z3	750,000.00	0.90	750,629.20	4.21	3,399.54	-24,966.70	S&P-AA+	1.03
Omaha Special OB | Sinking 6.4 2/1/2026-17		6/15/2021	33,509.10	101.70	30,509.10	0.02%	Moodys-Aa3	307
68189TBA3	30,000.00	3.63	30,636.70	4.30	320.00	-127.60	S&P-AA+	0.82
Oregon State | Sinking 5.892 6/1/2027-24		11/17/2022	817,384.24	101.94	803,224.70	0.51%	Moodys-Aa1	62
68607LXQ5	787,954.15	4.96	802,011.64	4.93	15,475.42	1,213.06	S&P-AA+	2.03
Pennsylvania State | Sinking 4.65 2/15/2026-26		6/9/2021	437,849.60	99.89	394,573.40	0.26%	Moodys-Aa3	290
70914PME9	395,000.00	2.20	403,013.95	4.77	2,346.96	-8,440.55	S&P-A+	0.86
San Antonio TX 5.635 2/1/2026-25		12/21/2023	2,020,460.00	100.19	2,003,780.00	1.28%	Moodys-Aaa	307
79623PQQ1	2,000,000.00	5.12	2,008,125.77	5.39	18,783.33	-4,345.77	S&P-AAA	0.82
San Bernardino Cmnty 1.61 8/1/2027		1/14/2025	929,570.00	94.40	943,980.00	0.6%	Moodys-Aa1	853
796720NT3	1,000,000.00	4.57	935,331.77	4.15	2,683.33	8,648.23	S&P-AA	2.29
San Joaquin Hills CA 2.153 1/15/2027-26		1/24/2022	757,177.50	96.28	722,100.00	0.48%	Moodys-A1	624
798111HF0	750,000.00	1.95	752,584.85	4.34	3,408.92	-30,484.85	S&P-AA	1.76
San Luis Obispo Cnty 0 9/1/2028		1/14/2025	843,380.00	86.17	861,660.00	0.54%	S&P-AAA	1250
798703BF0	1,000,000.00	4.75	852,356.71	4.40	0.00	9,303.29	Fitch-AA+	3.42
Savannah GA Hosp Auth | Sinking 6 7/1/2027-24		9/21/2023	1,117,085.05	101.68	1,133,765.45	0.71%	Moodys-A2	92
804833EZ0	1,115,000.00	5.94	1,116,242.87	5.19	16,725.00	17,522.58	Fitch-A	2.11

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

Date: 3/31/2025

Description CUSIP	Face Amount / Shares	Settlement Date YTM @ Cost	Cost Value Book Value	Market Price YTM @ Market	Market Value Accrued Interest	% Portfolio Unre. Gain/Loss	Credit Rating Credit Rating	Days To Call/Maturity Duration To Maturity
South Dakota Educational 1.495 6/1/2026-26		9/23/2021	1,008,150.00	96.84	968,390.00	0.64%	Moodys-Aaa	396
83754LAX5	1,000,000.00	1.32	1,000,000.00	4.30	4,983.33	-31,610.00	S&P-AA	1.16
Sun City Fire District AZ 1.707 7/1/2026-26		11/8/2021	503,700.00	96.90	484,500.00	0.32%	NR	427
86666PAE8	500,000.00	1.54	500,995.40	4.28	2,133.75	-16,495.40	S&P-A+	1.24
Texas Womans University TX 4 7/1/2025		5/12/2021	359,657.55	100.26	315,815.85	0.2%	Moodys-Aaa	92
882874KQ2	315,000.00	0.53	317,691.28	2.93	3,150.00	-1,875.43	NR	0.25
Tredyffrin Easttown SD PA 1.159 2/15/2026		5/6/2021	277,475.00	97.48	268,061.75	0.18%	Moodys-Aaa	321
894673TA0	275,000.00	0.97	275,453.87	4.13	407.26	-7,392.12	NR	0.87
TX Pub Fin Auth Lease 1.43 2/1/2029		12/30/2024	353,812.50	89.82	359,292.00	0.23%	Moodys-Aa1	1403
882669BX1	400,000.00	4.56	356,625.79	4.34	953.33	2,666.21	S&P-AA+	3.73
Univ of CA 1.316 5/15/2027-27		8/1/2024	2,347,609.80	94.23	2,398,204.40	1.53%	Moodys-Aa2	774
91412HGF4	2,545,000.00	4.30	2,394,579.74	4.18	12,652.61	3,624.66	S&P-AA	2.09
Univ of Chicago 4.947 4/1/2029-29		11/1/2024	1,016,645.33	101.95	1,019,524.54	0.65%	Moodys-Aa2	1461
91412NBH2	1,000,000.00	4.53	1,015,096.45	4.41	24,735.00	4,428.09	Fitch-AA+	3.59
University of Oklahoma OK 3.023 7/1/2025-22		7/1/2021	307,275.00	99.63	298,881.00	0.19%	NR	92
91476PDR6	300,000.00	2.38	300,453.44	4.50	2,267.25	-1,572.44	S&P-A+	0.25
Wisconsin St 2.299 5/1/2028-28		1/13/2025	697,035.00	94.42	708,157.50	0.45%	Moodys-Aa2	1126
977100HA7	750,000.00	4.63	700,422.30	4.25	7,184.38	7,735.20	Fitch-AA	2.96
			59,600,571.07		**58,297,849.59**	**37.37%**		**577**
Sub Total Municipal Bonds	**59,462,954.15**	**3.43**	**58,560,662.64**	**4.43**	**483,037.02**	**-262,813.05**		**1.62**
			157,681,942.91		**155,962,088.27**	**100.00%**		**275**
TOTAL PORTFOLIO	**157,604,657.24**	**3.69**	**156,653,258.86**	**4.46**	**781,573.28**	**-691,170.59**		**1.19**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	1/13/2025	977100HA7	750,000.00	Wisconsin St 2.299 5/1/2028-28	92.94	697,035.00	3,448.50	4.63	700,483.50
Buy	1/14/2025	798703BF0	1,000,000.00	San Luis Obispo Cnty 0 9/1/2028	84.34	843,380.00	0.00	4.75	843,380.00
Buy	1/14/2025	3130B4K34	1,000,000.00	FHLB 4.75 1/14/2030-27	100.00	1,000,000.00	0.00	4.75	1,000,000.00
Buy	1/14/2025	796720NT3	1,000,000.00	San Bernardino Cmnty 1.61 8/1/2027	92.96	929,570.00	7,289.72	4.57	936,859.72
Buy	1/14/2025	3134HA2C6	1,000,000.00	FHLMC 5 1/14/2030-26	100.00	1,000,000.00	0.00	5.00	1,000,000.00
Buy	1/30/2025	3130B4MZ1	2,000,000.00	FHLB 5.25 1/22/2030-25	100.00	2,000,000.00	0.00	5.25	2,000,000.00
Buy	2/3/2025	32022WDU7	245,000.00	First Federal Bank 4.6 2/3/2028-25	100.00	245,000.00	0.00	4.60	245,000.00
Buy	2/7/2025	108622PY1	245,000.00	Bridgewater Bank 4.65 2/7/2030-25	100.00	245,000.00	0.00	4.65	245,000.00
Buy	2/11/2025	83172HHT0	245,000.00	SmartBank 4.6 2/8/2030-25	100.00	245,000.00	30.88	4.60	245,030.88
Buy	3/7/2025	898812AE2	245,000.00	Tucson FCU 4.65 3/7/2030-25	100.00	245,000.00	0.00	4.65	245,000.00
Buy	3/28/2025	152577CV2	245,000.00	Central Bank 4.4 3/28/2030-25	100.00	245,000.00	0.00	4.40	245,000.00
	Subtotal		**7,975,000.00**			**7,694,985.00**	**10,769.10**		**7,705,754.10**
Deposit	1/31/2025	LOGIC5010	100,844.59	LOGIC | Operating LGIP	100.00	100,844.59	0.00	0.00	100,844.59
Deposit	1/31/2025	LOGIC5010	17,460,846.01	LOGIC | Operating LGIP	100.00	17,460,846.01	0.00	0.00	17,460,846.01
Deposit	1/31/2025	TEXSTAR1110	4,180.23	TexSTAR | Operating LGIP	100.00	4,180.23	0.00	0.00	4,180.23
Deposit	1/31/2025	LOGIC5020	58,334.28	LOGIC | SIB Loan LGIP	100.00	58,334.28	0.00	0.00	58,334.28
Deposit	1/31/2025	TEXASCLASS0001	34,483.91	Texas CLASS LGIP	100.00	34,483.91	0.00	0.00	34,483.91
Deposit	1/31/2025	TEXPOOL0003	4,195.23	TexPool | General LGIP	100.00	4,195.23	0.00	0.00	4,195.23
Deposit	2/28/2025	LOGIC5010	121,804.85	LOGIC | Operating LGIP	100.00	121,804.85	0.00	0.00	121,804.85
Deposit	2/28/2025	LOGIC5010	13,190,305.53	LOGIC | Operating LGIP	100.00	13,190,305.53	0.00	0.00	13,190,305.53
Deposit	2/28/2025	TEXSTAR1110	3,765.88	TexSTAR | Operating LGIP	100.00	3,765.88	0.00	0.00	3,765.88
Deposit	2/28/2025	LOGIC5020	52,441.19	LOGIC | SIB Loan LGIP	100.00	52,441.19	0.00	0.00	52,441.19
Deposit	2/28/2025	TEXASCLASS0001	30,917.68	Texas CLASS LGIP	100.00	30,917.68	0.00	0.00	30,917.68
Deposit	2/28/2025	TEXPOOL0003	3,771.81	TexPool | General LGIP	100.00	3,771.81	0.00	0.00	3,771.81
Deposit	3/31/2025	LOGIC5010	125,046.01	LOGIC | Operating LGIP	100.00	125,046.01	0.00	0.00	125,046.01
Deposit	3/31/2025	LOGIC5010	566,956.31	LOGIC | Operating LGIP	100.00	566,956.31	0.00	0.00	566,956.31

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Deposit	3/31/2025	TEXSTAR1110	4,161.33	TexSTAR | Operating LGIP	100.00	4,161.33	0.00	0.00	4,161.33
Deposit	3/31/2025	LOGIC5020	57,786.44	LOGIC | SIB Loan LGIP	100.00	57,786.44	0.00	0.00	57,786.44
Deposit	3/31/2025	TEXASCLASS0001	33,923.56	Texas CLASS LGIP	100.00	33,923.56	0.00	0.00	33,923.56
Deposit	3/31/2025	TEXPOOL0003	4,169.75	TexPool | General LGIP	100.00	4,169.75	0.00	0.00	4,169.75
	Subtotal		**31,857,934.59**			**31,857,934.59**	**0.00**		**31,857,934.59**
Total Buy Transactions			**39,832,934.59**			**39,552,919.59**	**10,769.10**		**39,563,688.69**
Sell Transactions									
Called	1/22/2025	07181JBD5	245,000.00	Baxter CU 5.15 1/24/2028-25	0.00	245,000.00	0.00	0.00	245,000.00
Called	1/30/2025	938828CY4	245,000.00	Washington Federal 5.5 11/30/2028-24	0.00	245,000.00	0.00	0.00	245,000.00
Called	2/1/2025	68189TBA3	200,000.00	Omaha Special OB | Sinking 6.4 2/1/2026-17	0.00	200,000.00	0.00	0.00	200,000.00
Called	2/15/2025	70914PME9	380,000.00	Pennsylvania State | Sinking 4.65 2/15/2026-26	0.00	380,000.00	0.00	0.00	380,000.00
Called	2/18/2025	920133AL9	245,000.00	Valley Strong CU CA 5.1 7/18/2025-23	0.00	245,000.00	0.00	0.00	245,000.00
Called	3/10/2025	92891CDA7	245,000.00	VYStar CU FL 5.2 3/10/2028-25	0.00	245,000.00	314.14	0.00	245,314.14
Called	3/17/2025	36266LAB2	245,000.00	GHS Federal CU 5.6 8/17/2028-25	0.00	245,000.00	0.00	0.00	245,000.00
	Subtotal		**1,805,000.00**			**1,805,000.00**	**314.14**		**1,805,314.14**
Matured	1/21/2025	87868YAG8	245,000.00	Technology CU CA 5 1/21/2025	0.00	245,000.00	0.00	0.00	245,000.00
Matured	1/31/2025	70962LBA9	245,000.00	Pentagon Federal CU 1.25 1/31/2025	0.00	245,000.00	0.00	0.00	245,000.00
Matured	2/10/2025	3133EMZ70	1,000,000.00	FFCB 0.48 2/10/2025-21	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	2/14/2025	8923A0PE7	1,400,000.00	Toyota Credit PR 0 2/14/2025	0.00	1,400,000.00	0.00	0.00	1,400,000.00
Matured	3/1/2025	57419TDX6	265,000.00	Maryland State 2.198 3/1/2025-25	0.00	265,000.00	0.00	0.00	265,000.00
Matured	3/1/2025	473142QX8	280,000.00	Jefferson County MO 0.95 3/1/2025	0.00	280,000.00	0.00	0.00	280,000.00
Matured	3/21/2025	91334AAL7	245,000.00	United Heritage CU TX 5.15 3/21/2025	0.00	245,000.00	0.00	0.00	245,000.00
	Subtotal		**3,680,000.00**			**3,680,000.00**	**0.00**		**3,680,000.00**
Withdraw	1/31/2025	LOGIC5010	9,500,000.00	LOGIC | Operating LGIP	0.00	9,500,000.00	0.00	0.00	9,500,000.00
Withdraw	2/28/2025	LOGIC5010	13,374,092.34	LOGIC | Operating LGIP	0.00	13,374,092.34	0.00	0.00	13,374,092.34
Withdraw	3/31/2025	LOGIC5010	2,000,000.00	LOGIC | Operating LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
	Subtotal		**24,874,092.34**			**24,874,092.34**	**0.00**		**24,874,092.34**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Sell Transactions			**30,359,092.34**			**30,359,092.34**	**314.14**		**30,359,406.48**
Interest/Dividends									
Interest	1/1/2025	3132XFSR0	0.00	FHLMC MBS 4.42 9/1/2029		0.00	3,806.11	0.00	3,806.11
Interest	1/1/2025	341271AE4	0.00	Florida SBA FL 1.705 7/1/2027-27		0.00	8,525.00	0.00	8,525.00
Interest	1/1/2025	3132XGYV2	0.00	FHLMC MBS 4.25 12/1/2028		0.00	3,659.72	0.00	3,659.72
Interest	1/1/2025	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	1,082.03	0.00	1,082.03
Interest	1/1/2025	18507MAD3	0.00	Clearpath Federal CU 5.4 7/30/2029-25		0.00	1,123.64	0.00	1,123.64
Interest	1/1/2025	56042RJ52	0.00	Maine Health & Higher Education 1.304 7/1/2026		0.00	1,304.00	0.00	1,304.00
Interest	1/1/2025	341271AD6	0.00	Florida SBA 1.258 7/1/2025-25		0.00	33,557.15	0.00	33,557.15
Interest	1/1/2025	91476PDR6	0.00	University of Oklahoma OK 3.023 7/1/2025-22		0.00	4,534.50	0.00	4,534.50
Interest	1/1/2025	341271AE4-2	0.00	Florida SBA 1.705 7/1/2027-27		0.00	8,525.00	0.00	8,525.00
Interest	1/1/2025	804833EZ0	0.00	Savannah GA Hosp Auth | Sinking 6 7/1/2027-24		0.00	33,450.00	0.00	33,450.00
Interest	1/1/2025	86666PAE8	0.00	Sun City Fire District AZ 1.707 7/1/2026-26		0.00	4,267.50	0.00	4,267.50
Interest	1/1/2025	650009S20	0.00	New York State NY 2.406 1/1/2026-25		0.00	4,812.00	0.00	4,812.00
Interest	1/1/2025	882874KQ2	0.00	Texas Womans University TX 4 7/1/2025		0.00	6,300.00	0.00	6,300.00
Interest	1/1/2025	57563RQH5	0.00	Massachusetts 3.455 7/1/2028		0.00	19,348.00	0.00	19,348.00
Interest	1/1/2025	3132XGZZ2	0.00	FHLMC MBS 4.6 1/1/2029		0.00	3,961.11	0.00	3,961.11
Interest	1/1/2025	57563RRU5	0.00	Massachusetts St Edu 1.921 7/1/2027		0.00	4,802.50	0.00	4,802.50
Interest	1/1/2025	20772KJX8	0.00	Connecticut State GO CT 2.098 7/1/2025-24		0.00	2,465.15	0.00	2,465.15
Interest	1/14/2025	48836LBH4	0.00	Kemba Fin CU 5.4 5/14/2029-24		0.00	1,123.64	0.00	1,123.64
Interest	1/15/2025	798111HF0	0.00	San Joaquin Hills CA 2.153 1/15/2027-26		0.00	8,073.75	0.00	8,073.75
Interest	1/15/2025	653438CL3	0.00	Niagara Falls NY 2.4 7/15/2026		0.00	12,420.00	0.00	12,420.00
Interest	1/17/2025	36266LAB2	0.00	GHS Federal CU 5.6 8/17/2028-25		0.00	1,165.26	0.00	1,165.26
Interest	1/18/2025	920133AL9	0.00	Valley Strong CU CA 5.1 7/18/2025-23		0.00	1,061.22	0.00	1,061.22
Interest	1/19/2025	3130AQJ87	0.00	FHLB 1.6 1/19/2027-22		0.00	8,000.00	0.00	8,000.00
Interest	1/20/2025	15118RU21	0.00	Celtic Bank 4.5 12/20/2029-25		0.00	936.37	0.00	936.37
Interest	1/20/2025	3130AN5K2	0.00	FFCB Step 7/20/2026		0.00	11,250.00	0.00	11,250.00

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	1/21/2025	87868YAG8	0.00	Technology CU CA 5 1/21/2025		0.00	1,107.53	0.00	1,107.53
Interest	1/22/2025	07181JBD5	0.00	Baxter CU 5.15 1/24/2028-25		0.00	1,071.62	0.00	1,071.62
Interest	1/22/2025	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	1,071.62	0.00	1,071.62
Interest	1/22/2025	3136G4A45	0.00	FNMA 0.71 7/22/2025-21		0.00	5,325.00	0.00	5,325.00
Interest	1/30/2025	938828CY4	0.00	Washington Federal 5.5 11/30/2028-24		0.00	1,144.45	0.00	1,144.45
Interest	1/31/2025	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	100,844.59	0.00	100,844.59
Interest	1/31/2025	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	4,180.23	0.00	4,180.23
Interest	1/31/2025	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	1,071.62	0.00	1,071.62
Interest	1/31/2025	LOGIC5020	0.00	LOGIC | SIB Loan LGIP		0.00	58,334.28	0.00	58,334.28
Interest	1/31/2025	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	34,483.91	0.00	34,483.91
Interest	1/31/2025	70962LBA9	0.00	Pentagon Federal CU 1.25 1/31/2025		0.00	260.10	0.00	260.10
Interest	1/31/2025	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	4,195.23	0.00	4,195.23
Interest	2/1/2025	3132XFSR0	0.00	FHLMC MBS 4.42 9/1/2029		0.00	3,806.11	0.00	3,806.11
Interest	2/1/2025	882669BX1	0.00	TX Pub Fin Auth Lease 1.43 2/1/2029		0.00	2,860.00	0.00	2,860.00
Interest	2/1/2025	3132XGYV2	0.00	FHLMC MBS 4.25 12/1/2028		0.00	3,659.72	0.00	3,659.72
Interest	2/1/2025	796720NT3	0.00	San Bernardino Cmnty 1.61 8/1/2027		0.00	8,050.00	0.00	8,050.00
Interest	2/1/2025	64971WDP2	0.00	New York City NY 3.78 2/1/2026-24		0.00	13,230.00	0.00	13,230.00
Interest	2/1/2025	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	1,082.03	0.00	1,082.03
Interest	2/1/2025	68189TBA3	0.00	Omaha Special OB | Sinking 6.4 2/1/2026-17		0.00	7,360.00	0.00	7,360.00
Interest	2/1/2025	18507MAD3	0.00	Clearpath Federal CU 5.4 7/30/2029-25		0.00	1,123.64	0.00	1,123.64
Interest	2/1/2025	13063EGT7	0.00	California St 4.5 8/1/2029		0.00	10,750.00	0.00	10,750.00
Interest	2/1/2025	419791YT9	0.00	Hawaii State 5.33 2/1/2026-25		0.00	39,975.00	0.00	39,975.00
Interest	2/1/2025	79623PQQ1	0.00	San Antonio TX 5.635 2/1/2026-25		0.00	56,350.00	0.00	56,350.00
Interest	2/1/2025	3132XGZZ2	0.00	FHLMC MBS 4.6 1/1/2029		0.00	3,961.11	0.00	3,961.11
Interest	2/1/2025	345102PG6	0.00	Foothill-De Anza CC CA 0.906 8/1/2025-25		0.00	3,171.00	0.00	3,171.00
Interest	2/10/2025	3133EMZ70	0.00	FFCB 0.48 2/10/2025-21		0.00	2,400.00	0.00	2,400.00
Interest	2/11/2025	795451AK9	0.00	Sallie Mae Bank UT 1.1 8/11/2026		0.00	1,358.58	0.00	1,358.58

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	2/14/2025	48836LBH4	0.00	Kemba Fin CU 5.4 5/14/2029-24		0.00	1,123.64	0.00	1,123.64
Interest	2/15/2025	041796XQ1	0.00	Arlington 1.396 8/15/2029-29		0.00	3,978.60	0.00	3,978.60
Interest	2/15/2025	235308D75	0.00	Dallas ISD TX 4 8/15/2025		0.00	55,000.00	0.00	55,000.00
Interest	2/15/2025	067167YR1	0.00	Barbers Hill ISD TX 4 2/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	2/15/2025	358782CW8	0.00	Frisco Economical Development TX 1.9 2/15/2028		0.00	4,750.00	0.00	4,750.00
Interest	2/15/2025	150461M57	0.00	City of Cedar Park TX 2.95 8/15/2025		0.00	34,810.00	0.00	34,810.00
Interest	2/15/2025	581743AN1	0.00	McKinney Cmnty 3.531 8/15/2028-28		0.00	22,245.30	0.00	22,245.30
Interest	2/15/2025	894673TA0	0.00	Tredyffrin Easttown SD PA 1.159 2/15/2026		0.00	1,593.63	0.00	1,593.63
Interest	2/15/2025	70914PME9	0.00	Pennsylvania State | Sinking 4.65 2/15/2026-26		0.00	18,018.75	0.00	18,018.75
Interest	2/16/2025	3134H1TE3	0.00	FHLMC Step 2/16/2029-24		0.00	27,500.00	0.00	27,500.00
Interest	2/17/2025	36266LAB2	0.00	GHS Federal CU 5.6 8/17/2028-25		0.00	1,165.26	0.00	1,165.26
Interest	2/18/2025	920133AL9	0.00	Valley Strong CU CA 5.1 7/18/2025-23		0.00	1,061.22	0.00	1,061.22
Interest	2/18/2025	3130AQPR8	0.00	FHLB Step 2/18/2027-22		0.00	13,000.00	0.00	13,000.00
Interest	2/20/2025	15118RU21	0.00	Celtic Bank 4.5 12/20/2029-25		0.00	936.37	0.00	936.37
Interest	2/21/2025	3136G4N74	0.00	FNMA 0.56 8/21/2025-23		0.00	4,200.00	0.00	4,200.00
Interest	2/22/2025	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	1,071.62	0.00	1,071.62
Interest	2/27/2025	3136G4V59	0.00	FNMA 0.625 8/27/2025-21		0.00	4,687.50	0.00	4,687.50
Interest	2/28/2025	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	121,804.85	0.00	121,804.85
Interest	2/28/2025	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	3,765.88	0.00	3,765.88
Interest	2/28/2025	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	967.92	0.00	967.92
Interest	2/28/2025	LOGIC5020	0.00	LOGIC | SIB Loan LGIP		0.00	52,441.19	0.00	52,441.19
Interest	2/28/2025	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	30,917.68	0.00	30,917.68
Interest	2/28/2025	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	3,771.81	0.00	3,771.81
Interest	3/1/2025	3132XFSR0	0.00	FHLMC MBS 4.42 9/1/2029		0.00	3,437.78	0.00	3,437.78
Interest	3/1/2025	3132XGYV2	0.00	FHLMC MBS 4.25 12/1/2028		0.00	3,305.56	0.00	3,305.56
Interest	3/1/2025	57419TDX6	0.00	Maryland State 2.198 3/1/2025-25		0.00	2,912.35	0.00	2,912.35
Interest	3/1/2025	61945DAZ4	0.00	Mosaic District VA 1.711 3/1/2026-26		0.00	2,138.75	0.00	2,138.75

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	3/1/2025	92891CDA7	0.00	VYStar CU FL 5.2 3/10/2028-25		0.00	977.32	0.00	977.32
Interest	3/1/2025	473142QY6	0.00	Jefferson County MO 1.2 3/1/2026		0.00	1,800.00	0.00	1,800.00
Interest	3/1/2025	473142QX8	0.00	Jefferson County MO 0.95 3/1/2025		0.00	1,330.00	0.00	1,330.00
Interest	3/1/2025	18507MAD3	0.00	Clearpath Federal CU 5.4 7/30/2029-25		0.00	1,014.90	0.00	1,014.90
Interest	3/1/2025	613603ZG7	0.00	Montgomery Cnty 3.78 9/1/2027-27		0.00	18,900.00	0.00	18,900.00
Interest	3/1/2025	13063EBP0	0.00	California St 5.125 9/1/2029		0.00	38,437.50	0.00	38,437.50
Interest	3/1/2025	3132XGZZ2	0.00	FHLMC MBS 4.6 1/1/2029		0.00	3,577.78	0.00	3,577.78
Interest	3/1/2025	613603ZG7-2	0.00	Montgomery Cnty 3.78 9/1/2027-27		0.00	18,900.00	0.00	18,900.00
Interest	3/3/2025	32022WDU7	0.00	First Federal Bank 4.6 2/3/2028-25		0.00	864.55	0.00	864.55
Interest	3/7/2025	108622PY1	0.00	Bridgewater Bank 4.65 2/7/2030-25		0.00	873.95	0.00	873.95
Interest	3/8/2025	38149MZJ5	0.00	Goldman Sachs Bank 1.05 9/8/2026		0.00	1,275.68	0.00	1,275.68
Interest	3/10/2025	83172HHT0	0.00	SmartBank 4.6 2/8/2030-25		0.00	864.55	0.00	864.55
Interest	3/14/2025	48836LBH4	0.00	Kemba Fin CU 5.4 5/14/2029-24		0.00	1,014.90	0.00	1,014.90
Interest	3/17/2025	36266LAB2	0.00	GHS Federal CU 5.6 8/17/2028-25		0.00	1,052.49	0.00	1,052.49
Interest	3/20/2025	15118RU21	0.00	Celtic Bank 4.5 12/20/2029-25		0.00	845.75	0.00	845.75
Interest	3/21/2025	91334AAL7	0.00	United Heritage CU TX 5.15 3/21/2025		0.00	725.94	0.00	725.94
Interest	3/22/2025	89789AAH0	0.00	Truliant Federal CU 5.15 3/23/2026		0.00	967.92	0.00	967.92
Interest	3/24/2025	3134GWUG9	0.00	FHLMC 0.57 9/24/2025-21		0.00	5,700.00	0.00	5,700.00
Interest	3/28/2025	856285XL0	0.00	State Bank of India NY 1.15 9/28/2026		0.00	1,397.17	0.00	1,397.17
Interest	3/29/2025	3130ARCD1	0.00	FHLB Step 3/29/2027-22		0.00	15,000.00	0.00	15,000.00
Interest	3/30/2025	3130AP6D2	0.00	FHLB 1 9/30/2026-22		0.00	5,000.00	0.00	5,000.00
Interest	3/30/2025	3130AP2G9	0.00	FHLB 0.75 12/30/2025-22		0.00	3,750.00	0.00	3,750.00
Interest	3/31/2025	LOGIC5010	0.00	LOGIC | Operating LGIP		0.00	125,046.01	0.00	125,046.01
Interest	3/31/2025	TEXSTAR1110	0.00	TexSTAR | Operating LGIP		0.00	4,161.33	0.00	4,161.33
Interest	3/31/2025	LOGIC5020	0.00	LOGIC | SIB Loan LGIP		0.00	57,786.44	0.00	57,786.44
Interest	3/31/2025	TEXASCLASS0001	0.00	Texas CLASS LGIP		0.00	33,923.56	0.00	33,923.56
Interest	3/31/2025	TEXPOOL0003	0.00	TexPool | General LGIP		0.00	4,169.75	0.00	4,169.75
	Subtotal		**0.00**			**0.00**	**1,341,744.17**		**1,341,744.17**

Town of Addison | TX
Transaction Summary by Action
All Portfolios

Begin Date: 12/31/2024, End Date: 3/31/2025

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Total Interest/Dividends			**0.00**			**0.00**	**1,341,744.17**		**1,341,744.17**

City Council Regular Meeting **2. a.**
Meeting Date: 05/27/2025
Department: City Secretary

AGENDA CAPTION:
City Manager's Announcements

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

FISCAL IMPACT
N/A

RECOMMENDATION
Information only.

City Council Regular Meeting **2. b.**
Meeting Date: 05/27/2025
Department: City Secretary

AGENDA CAPTION:
Employee Recognition

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

FISCAL IMPACT
N/A

RECOMMENDATION
Information only.

City Council Regular Meeting **2. c.**

Meeting Date: 05/27/2025

Department: City Secretary

AGENDA CAPTION:

American Public Works Association (APWA) Public Works First Responders Designation

BACKGROUND:

Public Works plays a vital role in responding to emergencies by supporting public safety emergency response partners, helping protect essential services and restoring those services following an emergency. In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) officially recognizing public works as first responders. In 2017, the APWA Board of Directors approved the adoption of a national “Public Works First Responder” symbol for use throughout North America to identify public works personnel and acknowledge their federally mandated role as first responders. Public works is often considered “the silent arm of public safety” and usually without fanfare. Public works professionals are often the first on scene and the last to leave the scenes of disasters, no matter the peril. The National Incident Management System (NIMS) lists public works alongside police, fire, and public. This recognition accompanies an item on the Consent Agenda that formally designates the Town's Public Works employees as Public Works First Responders, allowing for the use of APWA's national Public Works First Responders symbol.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

City Council Regular Meeting **4. a.**

Meeting Date: 05/27/2025

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the April 22, 2025 Regular City Council Meeting.

BACKGROUND:

The minutes for the April 22, 2025 City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Administration recommends approval.

Attachments

Minutes - April 22, 2025 City Council Meeting Minutes

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

April 22, 2025

Addison Town Hall
5300 Belt Line Road, Dallas, TX 75254
5:30 PM Work Session – Town Hall Parlor
7:00 PM Regular Meeting – Town Hall City Council Chambers

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 in the Work Session in the Town Hall Parlor at 5:30 PM.

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

Mayor Arfsten called the meeting to order in the Town Hall Parlor at 5:30 PM.

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

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**

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 5:33 PM.

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

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

Mayor Arfsten convened the City Council into Open Meeting at 7:22 PM. No action was taken as a result of the Closed Meeting.

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**

Mayor Arfsten closed the Work Session at 7:22 PM with the decision to postpone Work Session Item #6a until the May 6, 2025 City Council Work Session Meeting.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:22 PM in the Town Hall City Council Chambers.

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

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

2. **Proclamations / Presentations**
    a. **City Manager's Announcements**
    b. **Employee Recognition**
        - Addison Fire Department: Fire Chief David Jones introduced Firefighter Paramedic Jeff Gateley.

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.*

The following citizens requested to speak during the Public Comment period:

- David Snell, 11536 Las Polamas Drive, Frisco – spoke regarding his recent experience with a company hangar at the Addison Airport where he had leased space from the managing company.
- Tyler Wright, 15725 Artist Way – spoke regarding the proposed Memorandum of Understanding with QIP for the Transit Oriented Development, expressing his disappointment that the new proposed vision does not include housing components as did the previous vision of the project.
- Curtis Green, 15800 Spectrum Drive – spoke regarding the proposed Memorandum of Understanding with QIP for the Transit Oriented Development, expressing his disappointment that the new proposed vision does not include housing components as did the previous vision of the project.
- Jacob Meadors, 3920 Asbury Lane – spoke expressing his support for working with the community and neighboring local governments to create and promote childcare solutions for working parents.
- Patty Hahn, 3772 Waterford Drive – spoke expressing her support to proceed with plans for a new Police and Courts facility.
- Nick Vlapov, 5006 Morris Avenue – spoke regarding his concern with drivers speeding in the Addison Circle district.
- Sherri McCune, 15635 Quorum Drive – spoke regarding her concerns with proposed bike lanes as a business owner in the Addison Circle District, asking the Council to consider potential parking and delivery truck issues.
- Davis McCune, 4949 Addison Circle – spoke asking the Council to consider potential parking and delivery truck issues in the Addison Circle District that could arise from proposed bike lanes and offered alternatives to bike lanes for bicyclists.
- Claudia Rotariv, 15715 Quorum Drive – spoke regarding potential negative effects to her salon from construction of proposed bike lanes in the Addison Circle District.
- Luka Kundaica, 5004 Morris Avenue – spoke regarding his support for changing the DART bus routes to Addison Road, lower speed limits in the Addison Circle District, and expressed his concern with proposed designs for potential bike lanes.
- Elena Arsova, 5004 Morris Avenue – spoke regarding her gratitude for the added stop sign at Morris Avenue and requested visibility enhancements to the stop sign along with the addition of a crosswalk for safety.
- Teddy Arsova, 5006 Morris Avenue – spoke regarding her gratitude for the added stop sign at Morris Avenue and requested additional enhancements to improve safety. She also expressed concerns about the proposed bike lanes, citing possible safety issues and a lack of bicyclists that would use those lanes.
- Schnell Blanton, 17072 Knots Landing – spoke regarding her concern for speeding in her neighborhood, particularly on Westgrove and Sojourn citing instances of drivers speeding and running stop signs.
- Zackary Smutzer, 4925 Marcus Avenue – spoke regarding his disappointment for the removal of the housing component in the new vision of the Transit Oriented Development as the addition of more housing may help attract a grocery store to the area.
- Celeste Trahan, 15714 Quorum Drive – spoke regarding her opposition to the proposed

bike lanes which would be in front of her residence citing a lack of bicyclists in the area and potential negative ramification for the area and area business owners.

- Melanie Baggett, 15800 Spectrum – spoke regarding her opposition to proposed bike lanes and disappointment in the plans for the lanes as presented to the public citing safety concerns for pedestrians and cyclists.
- Tricia Stuart, 15755 Seabolt Place – spoke regarding the importance of citizens voicing their opinions on things occurring in their town. She also voiced her concerns for the safety, businesses, and children in the Addison Circle District.
- Dave Collins, 14668 Wayside Court – spoke regarding his concerns for the new vision of the Transit Oriented Development and his disappointment in recent developments of the project.
- Chris Wielgosz, 15729 Seabolt – spoke regarding his opposition to bringing more apartments to Addison, instead preferring to see more opportunities for home ownership.

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 April 8, 2025 City Council Meeting.**

   b. *Resolution No. R25-030:* **Consider action on a Resolution authorizing payment on a Frazer Medical Intensive Care Unit in the amount of $478,361.75, following a signed Letter of Intent.**

   c. **Consider action on the purchase of water meters from Thirkettle Corporation (d/b/a Aqua-Metric Sales Company, Inc.) through HGACBuy and authorize the City Manager to execute the Purchase Order in an amount not to exceed $86,315.47.**

   d. *Resolution No. R25-031:* **Consider action on a Resolution approving a contract agreement between the Town of Addison and Machining Valve and Automation LLC. for construction services for the Kellway Lift Station Pump Number Two replacement and authorizing the City Manager to execute the agreement in an amount not to exceed $84,600 plus an owner's contingency of up to $10,000.**

   e. *Resolution No. R25-032:* **Consider action on a Resolution approving a construction services agreement with Gutter Solutions of Texas, LLC for the 5300 Belt Line Road Roof and Exterior Repair Project and authorizing the City Manager to approve the agreement for an amount not to exceed $327,553.38.**

   f. *Resolution No. R25-033:* **Consider action on a Resolution approving a construction services agreement with MEXZIM Corporation for the Fire Station 1 Interior Remodel Project and authorizing the City Manager to sign the agreement for an amount not to exceed $89,633.00.**

   g. *Resolution No. R25-034:* **Consider action on a Resolution approving a construction**

services agreement with Gutter Solutions of Texas, LLC for the Addison Athletic Club Exterior Repair Project and authorizing the City Manager to sign the agreement in an amount not to exceed $91,887.40.

h. *Resolution No. R25-035:* **Consider action on a Resolution approving an agreement with Siemens Industry, Inc. - Smart Infrastructure for the Phase 1 Access Control Project and authorizing the City Manager to sign the agreement in an amount not to exceed $92,700.00.**

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

5. **Public Hearings.**

a. *Ordinance No. O25-007:* **Hold a public hearing, present, discuss and consider action on an Ordinance approving the 2025 Standards of Care for the Town's youth recreation programs**
[Assistant Director of Recreation, Pat White]

Council approval is requested for an Ordinance adopting the Standards of Care for all Town of Addison Parks and Recreation Department youth programs for children ages 5 -13, as required annually per Section 42.041 (b)(14) of the Texas Human Resources Code. For the Town of Addison, this includes - but is not limited to - the summer camp program, spring break camp, fall camps and winter camps, all held at the Addison Athletic Club.

The Texas Human Resources Code provides minimum standards for operating youth programs, including guidelines for hiring program staff, enrollment guidelines, discipline, health, safety, and more. The Code also addresses providing activities that promote emotional, social, and mental growth as well as programming. The Town not only complies with the minimum standards outlined in the Texas Human Resources Code but exceeds some of the established standards, including:

- Cleaning and sanitation.
- Video monitoring throughout the facility and in all childcare areas.
- Day camp restroom policy requires campers to use individual changing rooms. This prevents campers from utilizing the locker rooms. This policy also requires campers changing into swimsuits to use the individual changing rooms or outdoor pool restrooms prior to the outdoor pool being open to the public.

Staff recommended approval.

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

MOTION: Council Member DeFrancisco moved to approve Ordinance No. O25-007 approving

the 2025 Standards of Care for the Town's recreation programs. Council Member Liscio seconded the motion. Motion carried unanimously.

6. **Items for Individual Consideration.**

   a. *Resolution No. R25-036:* **Present, discuss, and consider action on a Resolution approving a Memorandum of Understanding (MOU) for the Addison Circle Area Transit Oriented Mixed-Use Development project; authorizing the City Manager to execute the MOU; and providing an effective date.**
   [Deputy City Manager, Ashley Shroyer]

The Addison Circle Station TOD is a long-range strategic initiative intended to transform the area surrounding the future DART Silver Line rail station into a vibrant, walkable, mixed-use urban district. The project seeks to leverage public investment in transit infrastructure to catalyze high-quality development that will diversify land use, support economic growth, and provide enhanced mobility and placemaking in Addison.

The TOD area is guided by the Addison Circle Special Area Study, which was adopted by Council in 2019 and provides a cohesive development framework built around the following goals:

- Extend the existing urban neighborhood character of Addison Circle
- Maximize access and connectivity to the DART Silver Line
- Diversify land use and economic opportunities
- Enhance public spaces and connectivity
- Promote a vibrant destination for residents, businesses, and visitors

Between 2017 and 2019, the Town of Addison initiated a visioning process to guide future development around the planned DART Silver Line station. In November 2017, the City Council authorized the development of the Addison Circle Special Area Study. A 14-member Special Project Committee was appointed to guide the effort, which included extensive stakeholder interviews, community meetings, and Council workshops. These efforts culminated in the formal adoption of the plan in February 2019. The study identified strategic opportunities and established a vision for a vibrant, mixed-use, transit-oriented district that builds upon the existing character of Addison Circle.

From 2020 to 2022, the Town focused on identifying a development partner to bring this vision to life. In September 2020, Cushman & Wakefield was retained to assist with marketing and master developer selection. A formal Request for Proposals (RFP) was issued in April 2021, and several proposals were received. In December 2021, AMLI Residential and Stream Realty Partners submitted a joint proposal, which was selected in March 2022 as the preferred development team. On April 12, 2022, the City Council approved the initial Memorandum of Understanding (MOU), granting AMLI and Stream exclusive negotiation rights and setting the stage for detailed planning for the project.

Between 2023 and 2024, a series of MOU amendments were executed to address evolving project

conditions. Amendments 2 through 4, approved between January and June 2023, focused on refining the development program, adjusting public incentives, and modifying the design of the parking garages. In October 2023, Stream Realty withdrew from the project, leading to Amendment 5, which retained AMLI as the residential developer and extended the MOU timeline to allow the Town and AMLI time to identify a new office development partner. This resulted in Amendment 6, approved in January 2024, which formalized the selection of Quadrant Investment Properties (QIP) as the new lead for the office component, replacing Stream Realty and allowing the project to move forward with a revised development team.

On April 23, 2024, the Town Council approved a zoning amendment and modification to the Planned Development (PD) district for the Transit-Oriented Development (TOD) area. This action provided the necessary entitlements to advance the updated master plan and align the zoning with the intended mixed-use development vision. However, the following day, on April 24, 2024, AMLI notified Town staff that Chicago Title had discovered a Restricted Use Covenant affecting the TOD Multi-Family Tower Parcel. This type of restriction, recorded on the plat, can limit how a parcel may be developed by regulating land use, building form, or site layout. In response, the Town engaged Benchmark Title on April 26, 2024, to conduct a detailed review of the restriction and identify potential solutions. Preliminary findings indicate that the restriction originates from Ordinance 095-032.

The Transit-Oriented Development (TOD) is guided by a clear and unified set of priorities that reflect the Town of Addison's long-term planning documents and Council's strategic goals. At the core of the vision is the creation of a vibrant, mixed-use environment that includes office, residential, hospitality, retail, and entertainment components. Emphasis is placed on the development of high-quality public spaces such as plazas, streetscapes, and pedestrian-focused amenities. The TOD is designed to support transit through an urban form that prioritizes walkability, bicycle accessibility, and a reduction in car dependency. It also seeks to enhance regional connectivity through multi-modal transportation options and trail connections. From an economic standpoint, the development is expected to stimulate business growth, expand the Town's tax base, and generate employment opportunities. Additionally, the TOD will support strong placemaking and branding efforts that reinforce Addison's identity as a premier regional destination. Additionally, you will see in QIP's presentation, their proposal addresses the Town's priorities while preserving much of the existing streetscape and trees.

From a regional perspective, Addison Circle Station stands out as the most housing-intensive TOD node along the future DART Silver Line. With approximately 3,194 residential units projected within a half-mile radius of the station, Addison is a key anchor of transit-oriented living in the region. For comparison, Cypress Waters Station offers 1,636 units, Downtown Carrollton Station 1,287 units, and UT Dallas Station 1,221 units near the rail station. This level of residential density plays a critical role in achieving TOD goals by supporting walkability, creating a consistent customer base for local retail, and increasing ridership on public transit.

As the TOD continues to advance, several implementation tools and strategies are under consideration to support its long-term success. These may include structured public-private partnerships, the refinement of development incentives, cost participation for infrastructure, and the potential use of Tax Increment Financing (TIF) or other funding mechanisms. Collaboration

with both regional agencies and private sector stakeholders will be vital to the execution of these tools. The revised development plan—led by Quadrant Investment Properties (QIP)—is expected to be brought to Council with updated site layouts, phasing timelines, and financial strategies for consideration and approval.

The next steps in the project include consideration of a Memorandum of Understanding. Key points of the agreement are:

- Exclusivity Period: The Town agrees to negotiate only with Quadrant for 120 days starting in April 2025.
- No Competing Offers: During this time, Addison won't seek or entertain offers from others regarding the property.
- Cooperation: Quadrant will provide information and support for the Town's due diligence, planning, and recruitment of possible tenants.
- Non-Binding for the Project: This agreement does not commit either party to proceed with development.

The proposed development aligns with multiple strategic plans and will create a vibrant, connected community hub that maximizes the Silver Line investment while addressing housing needs. Staff recommended approval.

MOTION: Council Member Willesen moved to approve Resolution No. R25-036 approving a Memorandum of Understanding with QIP for the Transit Oriented Development project. Council Member Liscio seconded the motion. Motion carried unanimously.

b. *Resolution No. R25-037:* **Present, discuss and consider action on a Resolution approving the installation of three public art benches donated by the Addison Arbor Foundation and located within the public open space trail corridor dedicated to the Town with the AMLI Treehouse Phase I Development and providing for an effective date.**
[Director of Parks & Recreation, Janna Tidwell and Addison Arbor Foundation President, Jay Ihrig]

The Addison Arbor Foundation (AAF) proposed the installation of three public art bench sculptures to be located within the open space dedicated to the Town as part of the AMLI Treehouse Phase I Development. To select artists for this project, AAF, in collaboration with the Parks & Recreation Department, issued a call for art on January 31, 2025. This call was posted on CAFE, a web portal used for soliciting proposals from artists. The submission period closed on March 1, 2025, and 21 proposals were received.

After reviewing the submissions, AAF representatives and Town staff selected Ken McCall's proposal, which features benches inspired by native Texas trees. Following the selection, Mr. McCall developed his proposal further, including detailed drawings for benches designed to represent the Texas Ash, Redbud, and Bur Oak trees.

As part of the development agreement, AMLI has contributed $150,000 to the Addison Arbor Foundation for the installation of public art. The benches are being commissioned for a total of

$30,000 and are donated to the Town by the Addison Arbor Foundation, utilizing funds contributed by AMLI Residential as part of their agreement for the Treehouse development with the Town. The anticipated maintenance cost of the three benches is $1,500 every ten years.

MOTION: Council Member Liscio moved to approve Resolution No. R25-037 approving the installation of three public art benches donated by the Addison Arbor Foundation to be located within the public open space trail corridor dedicated to the Town at the AMLI Treehouse Phase I Development. Council Member Willesen seconded the motion. Motion carried unanimously.

c. *Resolution R25-038:* **Present, discuss, and consider action on a Resolution approving the installation of a mosaic butterfly sculpture donated by the Addison Arbor Foundation to be located within the Beltway Greenspace and providing for an effective date.**
[Director of Parks & Recreation, Janna Tidwell and Addison Arbor Foundation President, Jay Ihrig]

The Addison Arbor Foundation (AAF) proposed the installation of a mosaic butterfly sculpture, titled Blue Butterfly, by artist Julie Richey. The butterfly is fabricated from stained-glass enclosed in a steel frame and is mounted on a stone boulder. AAF proposed locating the artwork near one of the pollinator patches in the Beltway Greenspace that is being constructed as part of the Beltway Bike Lane project.

The sculpture is being donated to the Town by the Addison Arbor Foundation, utilizing funds from a Town of Addison grant. Upon receiving the donated artwork, the Town will be responsible for maintenance and upkeep of the sculpture. The anticipated maintenance cost is $250 every ten years.

MOTION: Council Member DeFrancisco moved to approve Resolution No. R25-038 approving the installation of a mosaic butterfly sculpture donated by the Addison Arbor Foundation to be located within the Beltway Greenspace. Deputy Mayor Pro-Tempore Craig seconded the motion. Motion carried unanimously.

d. *Resolution No. R25-039:* **Present, discuss, and consider action on a Resolution approving an agreement between the Town of Addison and McMahon Contracting, LP for construction services for the Jimmy Doolittle Reconstruction Project and ask the City Manager to execute the agreement in an amount not to exceed $1,513,716.70.**
[Director of Public Works & Engineering, Becky Diviney]

The purpose of this item is to award a contract for the demolition and reconstruction of Jimmy Doolittle Drive, a public roadway that has significantly deteriorated and currently serves as the primary access route to the newly constructed Addison Airport Administration Building and the U.S. Customs and Border Protection facility. Originally built in the late 1960s, Jimmy Doolittle Drive has long exceeded the end of its useful life.

The project scope extends from Addison Road to the Million Air terminal and includes the full demolition and reconstruction of the roadway to meet Town standards. Improvements will include new concrete pavement, curbs, sidewalks, and utility upgrades such as the installation of

a new water main and improvements to storm drainage. To minimize construction delays, the Town proactively relocated all franchise utilities along the corridor in advance of this construction.

In November 2022, the City Council approved a contract with Garver, LLC (Garver) for design and bid phase services related to the Jimmy Doolittle Drive reconstruction.

In November 2024, the Town issued a request for Competitive Sealed Proposals for construction services for the Jimmy Doolittle project.

In December 2024, three (3) sealed proposals were received, with base bid amounts ranging from $1.47 million to $1.83 million. A proposal evaluation committee, composed of Town staff and representatives from Garver, reviewed and scored the submissions. McMahon Contracting LP (McMahon) was selected based on its proposed price, the qualifications of key personnel, and relevant project experience.

After McMahon was identified by the evaluation committee as the top-ranked proposer, the Town entered into negotiations to refine the scope of work and pricing for Additive Alternative 1. This additive item includes the installation of conduit, a foundation, as well as adjustments to the chain link fence, to accommodate the future monument sign. It also includes additional sodding at the entrance to Jimmy Doolittle Drive. The final construction contract amount of $1,513,716.70 is below the Engineer's Estimate of $2,064,415. The project will be fully funded by the Airport Fund and the 2023 Certificates of Obligation.

Construction is expected to begin in May 2025 and will take approximately 150 days to complete.

MOTION: Council Member DeFrancisco moved to approve Resolution No. R25-039 approving a construction services agreement with McMahon Contracting, LP for the Jimmy Doolittle Reconstruction Project. Council Member Willesen seconded the motion. Motion carried unanimously.

e. *Ordinance No. O25-008:* **Present, discuss, and consider action on an Ordinance amending the Town's Annual Budget for the Fiscal Year Ending September 30, 2025, to reallocate personnel and contractual services costs in the General Fund and provide funding for sales tax recovery contractual services, Holiday in the Park event enhancements, Athletic Club outdoor fence construction, maintenance and repairs to the Addison Performing Arts Center, Redding Trail extension project, and prior year encumbrances.**
[Chief Financial Officer, Steven Glickman]

The Fiscal Year (FY) 2025 Budget was adopted by Council on September 10, 2024. This is the first amendment of the FY 2025 Town of Addison annual budget.

Each year, Finance staff 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.

In the General Fund, the proposed budget amendment includes reallocation of personnel costs ($260,427) and contractual services costs ($86,020) from the Police Department to the Development & Neighborhood Services Department as a result of the transfer of the Animal Services function from the Police Department to the Development & Neighborhood Services Department. This amendment also includes funding for a Development Relations Project Manager position ($60,000) discussed at the March 25, 2025 Council meeting and increased contractual services in the Finance Department for sales tax recovery contractual services ($300,000). In the fourth quarter of fiscal year 2024, the Town's sales tax recovery consultant facilitated two large sales tax re-allocations to the Town totaling approximately $1.2 million. Increased sales tax revenue of $360,000 is included in the proposed amendment, resulting in no net change to the General Fund.

The proposed amendment allocates $1,108,472 in the Infrastructure Investment Fund of prior year encumbrances for the following projects:

- Traffic Signal and ADA Improvements ($608,472) - the City Council approved a construction contract for the project on August 9, 2022 in the amount of $1,350,513.
- Conference Centre Renovation Project ($500,000) - the City Council approved a design contract for the project on August 13, 2024 and awarded a construction contract on November 12, 2024 that was later amended to include the guaranteed maximum price on March 4, 2025.

The proposed amendment includes $1,023,665 in the Self-Funded Projects Fund for the following:

- Rockin' Around the Circle Event ($120,000) - this item was discussed in a work session by the Council on August 13, 2024 in which Council directed staff to move forward with the plan. A contract for a holiday tree and lighting was approved by Council at the September 24, 2024 meeting.
- Addison Athletic Club Outdoor Fence Construction - this item is a component of the AAC Outdoor Pool Restrooms / Perimeter Fence Renovations Project that was approved as part of the 2025 budget and included in the Town's five-year capital improvement program. The outdoor fence portion of this project was not anticipated to be completed until FY26.
- Prior year encumbrances for the following:
    - Fire Department Administration Vehicles ($120,430) - these vehicles were included in the FY24 budget but not received until October 2024.
    - Comprehensive Plan ($20,000) - the Council awarded the contract for the Comprehensive Plan project at the August 22, 2023 meeting.
    - Neighborhood Services Division Startup Funding ($60,000) - this item was included in the FY24 budget, but not utilized until FY25.
    - DART Engineering Review ($30,000) - this item was originally approved by Council at the May 28, 2019 meeting.
    - Unified Development Code ($51,449) - this item was originally approved by

Council at the June, 26, 2018 meeting.
- Code Enforcement Vehicle ($48,987) - this vehicle was included in the FY24 budget but not received until December 2024.
- Signal Improvements at Belt Line & Business Blvd. ($60,000) - this item was approved by Council at the July 23, 2024 meeting.
- Arapaho and Surveyor Traffic Signal Design ($46,000) - this item was approved by Council at the June 25, 2024 meeting.
- Pavement Condition Assessment ($14,500) - this item was approved by Council at the July 11, 2023 meeting.
- HSIP Grant Application Contractual Services ($18,500) - In November 2022, Public Works & Engineering staff collaborated with Kimley-Horn and Associates to pursue HSIP grant funding from TxDOT. This represents the amount remaining on the contract.
- Addison Performing Arts Centre Utilization Study ($32,400) - this item was included in the FY24 budget.
- Beltway Drive Trail Construction Documents ($12,000) - a contract for this item was approved by Council at the February 13, 2023 meeting.
- Rebuild of the Pond Pump at the Finance Building ($75,000) - prior year encumbrance related to repairs from storm damage that was included in the insurance claim.
- Spruill Dog Park Drainage Improvements ($29,226) - this item was included in the FY24 budget.
- Addison Circle Park Vision Plan ($60,000) - a contract for this item was approved by Council at the February 27, 2024 meeting.
- "Hero Among Us" Sculpture ($75,000) - a contract for this item was approved by Council at the February 27, 2024 meeting.
- Recreation Van ($65,173) - this item was approved in the FY24 budget, but was not received until FY25.
- Addison Athletic Club Facility Improvements ($35,000) - this item was included in the FY24 budget but was not completed until FY25.

The proposed amendment includes $80,000 in the Facility Maintenance Fund for maintenance and repairs to the Addison Performing Arts Centre to accommodate the relocation of Special Events & Theatre staff to the facility as a result of the construction of the new Town Hall.

The proposed amendment includes $1,925,973 in the Capital Equipment Replacement Fund for prior year encumbrances for vehicles and equipment that were not received in the prior year due to supply chain issues.

The proposed amendment includes $50,000 from the Capital Projects Fund to utilize residual bond proceeds from the 2021 General Obligation Bonds for the Redding Trail Extension / Dog Park project. The construction contract for this project was approved by Council at the August 27, 2024 meeting.

There is no net fiscal impact to the General Fund. There is a $1,108,472 impact on the Infrastructure Investment Fund. However, this impact is more than covered by a higher beginning

fund balance than anticipated. There is a $1,023,665 impact on the Self-Funded Special Projects Fund. However, this impact is more than covered by a higher beginning fund balance than anticipated. There is a $50,000 impact on the Capital Projects Fund. However, this impact is covered by a higher beginning fund balance than anticipated. There is a $1,925,973 impact on the Capital Equipment Replacement Fund. However, this impact is more than covered by a higher beginning working capital balance than anticipated. There is an $80,000 impact on the Facility Maintenance Fund.

MOTION: Deputy Mayor Pro-Tempore Craig moved to approve Ordinance No. O25-008 amending the Town's Annual Budget for the Fiscal Year Ending September 30, 2025, to reallocate personnel and contractual services costs in the General Fund and provide funding for sales tax recovery contractual services, Holiday in the Park event enhancements, Athletic Club outdoor fence construction, maintenance and repairs to the Addison Performing Arts Center, Redding Trail extension project, and prior year encumbrances. Mayor Pro-Tempore Gardner 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.*

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8. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 9:45 PM.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

City Council Regular Meeting **4. b.**

Meeting Date: 05/27/2025

Department: City Manager

AGENDA CAPTION:

Consider action on the Minutes from the May 6, 2025 City Council Work Session Meeting.

BACKGROUND:

The Minutes for the May 6, 2025 City Council Work Session Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Administration recommends approval.

Attachments

Minutes - May 6, 2025 City Council Work Session Meeting

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 6, 2025

Addison Town Hall
5300 Belt Line Road, Dallas, TX 75254
5:30 PM Work Session – Town Hall Parlor

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 in the Work Session in the Town Hall Parlor at 5:30 PM.

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

Mayor Arfsten called the meeting to order in the Town Hall Parlor Room at 5:30 PM.

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

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

3. **Work Session Reports**

a. **Present and discuss the Police Department's new building project, including space needs, costs, and related challenges.**
[Chief of Police, Chris Freis]

Chief of Police Chris Freis presented an update regarding the Police Department's new building project which included information regarding space needs, costs, and challenges.

In July 2019, the Town awarded LPA Architects (LPA) a contract to conduct a Facility Utilization and Consolidation Study. The study's purpose was to identify ways to improve facility functionality and to plan for future growth needs. LPA presented its report on April 14, 2020. At the conclusion of the presentation, Council asked Town staff to continue the study in a second

phase. On January 11, 2022, Council approved an agreement with MPI Architects (MPI) for Phase 2 of the study. MPI was asked to capitalize on data collected in Phase 1 and provide additional options and financial analysis. The Phase 2 Report was presented to the Council on March 28, 2023. The Council's consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility, new Fire Station 1, and options for a Town Center.

Staff reviewed and presented the Phase 1 and 2 findings to seek the Council's direction regarding the next steps on July 11, 2023. The Council's consensus was to further investigate the feasibility and costs associated with a new Police and Courts Facility and options for a Town Center. In February 2024, the Council held its annual strategic planning retreat and directed the town's staff to proceed with consideration of a plan and funding for the Police and Courts facility. On May 28, 2024, the Council approved a $35,000,000 Certificate of Obligation for a new Police and Courts facility.

The fiscal impact of the new Police and Courts facility is dependent on both its location and the square footage of the facility. There are no costs associated with this item at this time.

b. **Present and discuss the speed limit on Quorum Drive including an overview of existing roadway conditions, Addison Police Department data, driver feedback sign report information, countermeasures used for roadway safety from the Federal Highway Administration and inclusion in the Master Transportation Plan.**
[Director of Public Works & Engineering, Becky Diviney and Chief of Police, Chris Freis]

Director of Public Works & Engineering Becky Diviney and Chief of Police Chris Freis presented information regarding the speed limit on Quorum Drive, which included an overview of existing roadway conditions, Addison Police Department data, driver feedback sign report information, countermeasures used for roadway safety from the Federal Highway Administration and inclusion in the Master Transportation Plan.

Staff received a request from Council Member Howard Freed that was seconded by Council Member Dan Liscio to request a work session to discuss the speed limit on Quorum Drive, with a request to "reduce speed limit from 30 MPH to 20 MPH for the approximately 1/2 mile from Arapaho Road to Airport Parkway and install blinking yellow lights and signage at each end of the "Slower Speed Zone" that states: "Entering A Slower Speed Zone" to call attention to the new speed limit."

Quorum Drive from Arapaho Road to Keller Springs is a four-lane divided roadway with on-street parking and sidewalks on both sides and a stop sign at Morris Avenue and Quorum Drive, which was recently installed on March 10. Staff is currently working on additional visibility enhancements. Three signalized intersections are located at Arapaho Road, Airport Parkway, and Keller Springs Road.

A driver feedback sign is located southbound in the median before Addison Circle, giving the driver direct feedback of the speed they are driving on the roadway in this location. The driver feedback sign from March 1 through March 31 recorded a median speed of 28 miles per hour after the stop sign installation. The 85th percentile is used as the standard engineering practice to set the

speed limit on roadways. The recorded 85th percentile showed that 85% of drivers were driving 33 MPH or less after the stop sign installation. The 95th percentile showed that 95% of drivers drove 36 MPH or less after the stop sign installation.

The Addison Police Department provided information for January through March 2025, in which 95 traffic stops were conducted and 115 warnings/citations were issued. Of those violations, 70 vehicles ran the stop sign, 25 were speeding, and 20 had other violations. These traffic stops included zero in January, six in February, and 109 in March when enforcement increased due to the stop sign installation. There have been zero crashes in this area. In 2024, zero crashes occurred in this area and 30 speeding violations occurred, of which 2 citations were issued.

The Federal Highway Administration provides 26 proven safety countermeasures that significantly impact roadway safety. The countermeasures used in the Quorum Drive project are an exciting example of how the reconstruction in this area will allow for a safer roadway environment for all users. The Town is continuing to review and assess roadway characteristics and evaluate the roadway classification and speed limits during the ongoing development of the Master Transportation Plan for all roadways across the Town.

c. **Present and discuss an update on the 89th State Legislative Session.**
[Chief of Staff, Sarah Kuechler]

In advance of State legislative sessions, the Town has adopted legislative priorities to signal policy areas that are most important to the Town, provide the City Council's position on legislative topics that may be considered during the session, and provide direction to Town staff to act quickly on priority issues. The City Council considered a draft list of State legislative priorities for the 89th Texas Legislature during a work session on December 10, 2024 and approved the priorities through a Resolution on January 14, 2025.

The 89th regular session of the Texas Legislature began January 14, 2025 and ends June 2, 2025. During the session, staff has promoted and advocated for the Town's legislative priorities, including providing written and oral testimony in coordination with Mayor Bruce Arfsten. Staff have also coordinated efforts when interests are aligned with partners, such as the Texas Municipal League or North Central Texas Council of Governments and sent regular updates to City Council through the Friday Reports.

Although there are many bills that could impact cities and the Town, this presentation focused on the most significant legislation being monitored. At the conclusion of the session, staff will work on a comprehensive wrap-up report to communicate and prepare any changes to be in compliance with adopted legislation.

4. 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.*

5. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 7:26 PM.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

City Council Regular Meeting **4. c.**

Meeting Date: 05/27/2025

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the May 13, 2025 Special City Council Meeting.

BACKGROUND:

The Minutes for the May 13, 2025 Special City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Administration recommends approval.

Attachments

Minutes - May 13, 2025 Special City Council Meeting

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 13, 2025

Addison Town Hall
5300 Belt Line Road, Dallas, TX 75254
6:00 PM Special Meeting – Town Hall Chambers

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

Absent: Council Member Dan Liscio

SPECIAL CITY COUNCIL MEETING

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

Mayor Arfsten called the meeting to order in the Town Hall City Council Chambers at 6:00 PM.

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

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

3. *Ordinance No. O25-009:* **Present, discuss, and consider action on an Ordinance canvassing the returns of the May 3, 2025 General Election for the Offices of Mayor and three (3) City Council Members.**
[City Secretary, Valencia Garcia]

The May 3, 2025 General Election was ordered on January 14, 2025 and held for the purpose of electing a Mayor and three (3) Council members to serve a two-year term ending in May 2027.

This item formally canvassed the returns and declared the results of the May 3, 2025 General Election for the elected office of Mayor and three (3) Council members. The canvassing Ordinance and presentation were updated after the official results were received from Dallas County on Monday, May 12th. The unofficial totals are shown below:

Unofficial Vote Total - Mayor

Candidate	Total
Bruce Arfsten	823

Unofficial Vote Total - City Council Member

Candidate	Total
Randy Smith	629
Dan Liscio	580
Marlin Willesen	580
Nancy Craig	544

MOTION: Council Member DeFrancisco moved to approve Ordinance No. O25-009 canvassing the returns of the May 3, 2025 General Election for the Offices of Mayor and three (3) City Council Members. Mayor Pro-Tempore Gardner seconded the motion. Motion carried 6-0.

4. **Administer the Oath of Office to the Mayor and three (3) Council Members elected at the May 3, 2025 General Election.**
   [City Secretary, Valencia Garcia]

The Texas Constitution prescribes a written statement that all elected city officers must sign and an oath that all elected city officers must take before they enter upon the duties of their office. These actions are to occur after the election is canvassed. The Oath of Office was administered to Mayor-Elect Bruce Arfsten and Council Members-Elect Randy Smith and Marlin Willesen by City Secretary Valencia Garcia.

5. **Present Certificates of Election to the Mayor and three (3) Council Members elected at the May 3, 2025 General Election.**
   [City Secretary, Valencia Garcia]

Certificates of Election were presented to Mayor Bruce Arfsten and Council Members Randy Smith and Marlin Willesen by City Secretary Valencia Garcia.

6. **Presentation to outgoing City Council Member.**
   [Mayor Bruce Arfsten]

Outgoing Deputy Mayor Pro-Tempore Nancy Craig was presented with gifts and addressed the audience.

7. **Recognize May 2025 as ALS Awareness Month.**
   [Mayor Bruce Arfsten]

Mayor Bruce Arfsten read a proclamation declaring May 2025 as ALS Awareness Month in the Town of Addison. Amyotrophic lateral sclerosis (ALS), often referred to as Lou Gehrig's disease,

is a progressive, fatal neuromuscular disorder that occurs when motor nerve cells cease to function and die, often leading to total paralysis and death within five years of diagnosis. There is no cure. May 2025 is recognized as ALS Awareness month to help raise awareness and educate the community about the disease.

8. **Present, discuss, and consider action on the nominations and appointments of the Mayor Pro-Tempore and Deputy Mayor Pro-Tempore.**
   [Mayor Bruce Arfsten]

The Town's Home Rule Charter requires the selection of a Mayor Pro-Tempore and a Deputy Mayor Pro-Tempore. Pursuant to Home Rule Charter, Section 2.07, "the Council shall elect from among the Council Members a Mayor Pro-Tempore who shall perform the duties of Mayor in case of the absence or disability of the Mayor and the Deputy Mayor Pro-Tempore who shall serve as Mayor Pro-Tempore in the absence or disability of the Mayor Pro-Tempore."

MOTION: Mayor Arfsten moved to appoint Marlin Willesen as Mayor Pro-Tempore and Chris DeFrancisco as Deputy Mayor Pro-Tempore. Mayor Pro-Tempore Gardner seconded the motion. Motion carried 6-0.

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9. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 6:21 PM.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

City Council Regular Meeting **4. d.**

Meeting Date: 05/27/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution designating Public Works Employees as First Responders and authorizing the use of the national Public Works First Responder Symbol as adopted by the American Public Works Association.

BACKGROUND:

Public Works plays a vital role in responding to emergencies by supporting public safety emergency response partners, helping protect essential services and restoring those services following an emergency. In 2003, President George W. Bush issued Presidential Policy Directive 8 (PPD-8) officially recognizing public works as first responders. In 2017, the American Public Works Association (APWA) Board of Directors approved the adoption of a national “Public Works First Responder” symbol for use throughout North America to identify public works personnel and acknowledge their federally mandated role as first responders. Public works is often considered “the silent arm of public safety” and usually without fanfare. Public works professionals are often the first on scene and the last to leave the scenes of disasters, no matter the peril. The National Incident Management System (NIMS) lists public works alongside police, fire, and public. The Town of Addison Public Works and Engineering Department employees per this resolution are to be designated as First Reponders and are authorized to use the "Public Works First Responder" symbol, as adopted by the APWA.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Administration recommends approval.

Attachments

APWA First Responder Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, DESIGNATING PUBLIC WORKS EMPLOYEES AS FIRST RESPONDERS; AUTHORIZING THE USE OF THE PUBLIC WORKS FIRST RESPONDER SYMBOL AS ADOPTED BY THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Public Works plays a vital role in responding to emergencies by supporting public safety emergency response partners, helping protect essential services, and restoring those services following an emergency; and

WHEREAS, in 2017, the American Public Works Association ("APWA") created a national "Public Works First Responder" symbol to be used throughout North America to recognize Public Works professionals as "First Responders"; and

WHEREAS, the National Incident Management System ("NIMS") lists Public Works alongside Police, Fire, and Public Health workers in its documentation; and

WHEREAS, the efforts of Public Works First Responders represent an essential function protecting our citizens and communities that no other agency provides; and

WHEREAS, the Town of Addison ("Town") would like to authorize the Public Works and Engineering Department to use the "Public Works First Responder" symbol, as adopted by the American Public Works Association, to raise awareness among all citizens, government officials, and other first responders about the critical role Public Works plays in emergency management efforts; and

WHEREAS, the City Council finds it in the public's best interest to designate the Town's Public Works and Engineering employees as First Responders.

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

SECTION 1. The above recitals are confirmed, adopted, and incorporated herein and made a part of hereof by this reference.

SECTION 2. The Town of Addison Public Works and Engineering Department employees are hereby designated as First Responders. The Town's Public Works and Engineering Departments are authorized to use the "Public Works First Responder" symbol, as adopted by the APWA.

SECTION 3. The City Manager is hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this Resolution.

SECTION 4. This Resolution shall be effective from and after the date of passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***27th*** day of ***May*** **2025.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney
[ww.3.12.25]

City Council Regular Meeting **4. e.**

Meeting Date: 05/27/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consideration action on a Resolution awarding a contract for street crack sealing services to ICOS Management, LLC. through the cooperative purchasing program TxShare in an amount not to exceed $321,737.50.

BACKGROUND:

The Town of Addison is committed to maintaining and preserving its roadway infrastructure. Crack sealing is a technique that extends the life of streets by preventing water and debris from entering surface cracks and joints in the pavement, which can lead to more significant and costly deterioration. Crack and joint sealing is a routine maintenance practice for asphalt and concrete roadways. By reducing water infiltration and minimizing the effects of freeze-thaw cycles and traffic stress, this process slows pavement deterioration. It also helps delay the need for more extensive and costly repairs, such as full rehabilitation or reconstruction, while mitigating the risk of further cracking and the formation of potholes. This maintenance activity is recommended on major thoroughfares every three to five years on average.

To efficiently procure these services, Town staff recommends contracting with ICOS Management, LLC. through the TxShare Cooperative Purchasing Program from the North Central Texas Council of Governments (NCTCOG). The purpose of this cooperative is to purchase goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing. The scope of work under this contract includes the furnishing of all labor, materials, equipment, and incidentals necessary to perform street crack sealing on Belt Line Road, Inwood Road, and Addison Road.

During the project, temporary lane closures or reduced access will be necessary. Traffic control measures will be in place to ensure safety for both workers and the public. The process is minimally disruptive: crews clean the cracks or joints and apply a specialized sealant with limited impact to the surrounding pavement. The sealant cures quickly, allowing traffic to resume shortly after application. Once complete, the sealed areas will appear as narrow black lines on asphalt and concrete. This work is anticipated to take about thirty days to complete.

FISCAL IMPACT

All bidding processes were completed by the NCTCOG. TxShare cooperative purchasing program, which does not require any additional procurement processes for the Town. These services were approved by City Council as a part of the FY25 budget process for an amount of $375,000. The total cost of the proposed services will not exceed $321,737.50. Funding for this project is available and budgeted in the Town's FY25 Street Self-Funded Projects Fund.

RECOMMENDATION

Administration recommends approval.

Attachments

Resolution - ICOS Management (Crack Sealing Services)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT WITH ICOS MANAGEMENT, LLC FOR THE CRACK SEALING SERVICES IN AN AMOUNT NOT TO EXCEED $321,737.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 391 of the Texas Local Government Code, the Town of Addison has entered into a cooperative purchasing program with North Central Texas Council of Governments (NCTCOG) TXShare Cooperative Purchasing Program providing, among other things, for the efficient procurement of goods and services; and

WHEREAS, the NCTCOG's TXShare Cooperative Purchasing Program has awarded a contract to ICSO Management, LLC for the Addison Crack Sealing Services Project; and

WHEREAS, the City Council desires to authorize an agreement with ICSO Management, LLC for the Addison Crack Sealing Services Project in conformance with the foregoing cooperative purchasing agreement and the Town's specifications for the project.

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

SECTION 1. The City Council hereby approves the contract agreement between the Town of Addison and ICOS Management, LLC for the Addison Crack Sealing Services Project in conformance with the project documents identified in the agenda memorandum for this Resolution, in an amount not-to-exceed of $321,737.50, 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 ***27th*** day of ***MAY***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

CONSTRUCTION SERVICES AGREEMENT
Crack Sealing Services

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **ICOS Management, LLC**, hereinafter called "Contractor", and the **Town of Addison, Texas**, hereinafter called "City".

RECITALS

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

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

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

Section 1. Scope of Services

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

Section 2. Term of Agreement

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

Section 3. Contract Documents

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

(1) This Agreement, including all exhibits and addenda hereto;
(2) The NCTCOG'S TXShare Cooperative Purchasing Program, (RFP) 2024-107.
(3) City's written notice(s) to proceed to the Contractor;
(4) Properly authorized change orders;
(5) The Contractor's Quote #250414-01 (**Exhibit A**); and
(6) Any other materials distributed by the City that relate to the Project.

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

ESB

Section 4. Contractor Obligations

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

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

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

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

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute.

ESB

"Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

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

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

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

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

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed THREE HUNDRED AND TWENTY-ONE THOUSAND, SEVEN HUNDRED AND THIRTY-SEVEN DOLLARS AND FIFTY CENTS ($321,737.50) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

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

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

ESB

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

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

Section 6. Performance Schedule

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

(b) Costs of Delay. The Contractor understands and agrees that time is of the essence of this contract, and no damage will be paid for delay.

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

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

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

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL

OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

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

(1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

(2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

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

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

(1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at

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any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or

(2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

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

Section 9. Insurance

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

Section 10. Indemnification

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

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

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OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice

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

Section 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

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

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

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

(3) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not currently 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

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specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

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

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

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

For City:

TOWN OF ADDISON, TEXAS

By:_____
David Gaines
City Manager

Date:_____

Notice Address:

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

For Contractor:

ICOS MANAGEMENT, LLC

By:_____
Eric Brandenburg
Owner . PRESIDENT

Date: 5-20-25

Notice Address:

ICOS Management, LLC
3133 Persimmon
Frisco, Texas 75033
E: aaron.thompson@icosmgmt.com
E: ERIC@ ICOSMGMT. COM

5.15.25tc

City Council Regular Meeting **4. f.**

Meeting Date: 05/27/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution appointing Ashley Shroyer to Place 1, Steven Glickman to Place 2, and Rebecca Diviney to Place 3 of the Board of Directors of the North Dallas County Water Supply Corporation.

BACKGROUND:

This item appoints Town staff representatives to the Board of Directors for the North Dallas County Water Supply Corporation (NDCWSC). The NDCWSC is a Texas non-profit corporation established in 1991 with the approval of the City Councils of both the Town of Addison and the City of Farmers Branch. The purpose of the corporation, as set forth in Article Four of the Articles of Incorporation, is to furnish and provide sewer services to the cities of Addison and Farmers Branch, as well as to other towns and cities if so approved by a concurrent resolution adopted by the governing bodies of the cities. The NDCWSC bylaws mandate that it is to be managed by a Board of Directors consisting of six persons who each occupy a place on the Board. Three board members are appointed by the Addison City Council and occupy Places 1, 2, and 3. Additionally, three board members are appointed by the Farmers Branch City Council and occupy Places 4, 5, and 6. If approved, this resolution appoints Ashley Shroyer to Place 1, Steven Glickman to Place 2 and Rebecca Diviney to Place 3 to serve a three (3) year term to expire on May 28, 2028.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

Adminstration recommends approval.

Attachments

Resolution - NDCWSC Board Appointments

Joint Incorporation Resolution

RESOLUTION NO. R25 _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING ASHLEY SHROYER, STEVEN GLICKMAN, AND REBECCA DIVINEY TO THE BOARD OF DIRECTORS OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Dallas County Water Supply Corporation (the "Corporation"), a Texas non-profit corporation, was established in 1991 with the approval of the City Council of the City of Farmers Branch ("Farmers Branch"), and the Town Council of the Town of Addison, Texas ("Addison"), Farmers Branch and Addison being referred to herein together as the "Cities"); and

WHEREAS, the purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation ("Articles"), is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities; and

WHEREAS, Article Eight of the Articles, and Article II, Section of the Corporation's Bylaws ("Bylaws"), provide that the Corporation is managed by a Board of Directors ("Board") consisting of six (6) persons who each occupy a place on the Board ("Place"), three (3) of whom are appointed by the Addison City Council and occupy Places 1, 2 and 3, and three (3) of whom are appointed by the Farmers Branch City Council and occupy Places 4, 5 and 6; and

WHEREAS, the Articles names the members of the initial Board and provide that each of them held office for the term for which they were appointed and until a successor shall have been appointed and qualified, unless sooner removed or resigned, and the Bylaws provide that thereafter each successor member of the Board shall be appointed and shall serve for three (3) years or until his successor is appointed; and

WHEREAS, each of the Articles and the Bylaws provide that any Director may be removed from office by the appointing authority at will.

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

SECTION 1. Ashley Shroyer, Deputy City Manager, is hereby appointed to Place 1, Steven Glickman, Chief Financial Officer, is hereby appointed to Place 2, and Rebecca Diviney, Director of Public Works and Engineering, is hereby appointed to Place 3 on the Board to serve a three (3) year term to expire on May 28, 2028, as set forth in and in accordance with the Bylaws or until such time as their respective successor is appointed and qualified, unless sooner removed or resign. Further, said appointees may be removed from the Board by the Addison City Council at will.

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 ***27th*** day of ***MAY***, 2025.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

CONCURRENT RESOLUTION

ADDISON RESOLUTION NO. 91-034

FARMERS BRANCH RESOLUTION NO. 91-052

A RESOLUTION ADOPTED CONCURRENTLY BY THE TOWN COUNCIL OF THE TOWN OF ADDISON AND BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH AUTHORIZING THE CREATION OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION FOR LIMITED PURPOSES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), authorizes the creation of water supply corporations for the purpose of financing and furnishing sewer services to towns and cities; and

WHEREAS, the Town of Addison("Addison") and the City of Farmers Branch ("Farmers Branch") each have a serious need to provide sewer interceptor services to serve their respective sewer systems and have jointly concluded and agreed that the most efficient and least costly method of financing and providing such services is through an instrumentality (the "Corporation") created under the Act to provide the same on a joint basis; and

WHEREAS, The Corporation will be incorporated, organized, and operated as a nonprofit corporation pursuant to the provisions of the Act with powers strictly limited to the providing of such services and the financing thereof; and

WHEREAS, after incorporation, the Corporation, Addison, and Farmers Branch intend to negotiate and enter into acceptable contracts for sewer interceptor services pursuant to the authority granted to cities and towns under Section 402.014, Local Government Code, and the Act, with payments thereunder to be pledged to the payment of Bonds issued by the Corporation for such purposes upon terms approved by Addison and Farmers Branch;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

Section 1. That the incorporation of the Corporation is hereby authorized and approved as a water supply corporation under the provisions of the Act.

Section 2. That the Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved and the incorporators are authorized to file the same with the Secretary of State as provided by the Act.

Section 3. That the Bylaws of the Corporation, in the form attached hereto, are hereby approved, and the same shall be adopted by the board of directors of the Corporation prior to the commencement of its business.

Section 4. That Addison hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 1, Place 2, and Place 3, as initial members of the board of directors of the Corporation.

Section 5. That Farmers Branch hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 4, Place 5, and Place 6, as initial members of the board of directors of the Corporation.

Section 6. That, upon dissolution of the Corporation, Addison and Farmers Branch hereby agree to and shall accept title to any and all real, person, or interests as shall be specified in a separate interlocal agreement to be prepared and submitted to and approved and accepted by Addison and Farmers Branch.

PASSED AND APPROVED by the Town Council of Addison, Texas on this 26th day of March, 1991.

Mayor, Town of Addison

ATTEST:

City Secretary

APPROVED AS TO FORM:

Town Attorney

PASSED AND APPROVED by the City Council of the City of Farmers Branch, Texas, on this 18th day of March, 1991.

Mayor, City of Farmers Branch

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

ARTICLES OF INCORPORATION

OF

NORTH DALLAS COUNTY WATER SUPPLY CORPORATION

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age, and each of whom is a citizen of the State of Texas, acting as incorporators of a public instrumentality and non-profit water supply corporation (the "Corporation") under Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), with the approval of the Town Council of the Town of Addison, Texas, and of the City Council of the City of Farmers Branch, Texas (collectively, the "Cities"), do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE

The name of the corporation is "North Dallas County Water Supply Corporation."

ARTICLE TWO

The Corporation is a non-profit water supply corporation under the Act.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

(a) The purpose of the Corporation is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities.

(b) In the fulfillment of its corporate purpose, the Corporation shall have the power to provide financing to pay the costs of projects, through the issuance of bonds, notes, and other forms of debt instruments, and to acquire, maintain, and lease or sell property, and interests therein, all to be done and accomplished on behalf

of the Cities and for their benefit and to accomplish their public purposes as their duly constituted authority and public instrumentality pursuant to the Act and under, and within the meaning of, the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated under and pursuant to the Internal Revenue Code of 1986, as amended.

(c) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (b) of this Article, together with all of the other powers granted to corporations that are incorporated under the Act, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions granted to non-profit corporations under the Texas Non-Profit Corporation Act, Article 1396-101, et seq., Texas Revised Civil Statutes Annotated, as amended.

(d) The Corporation is not a political subdivision or a political corporation, and the Corporation has not been delegated, does not have, and shall not exercise any of the powers of sovereignty of the Cities.

(e) No agreements, bonds, notes, or other debt instruments or other obligations, contract, or agreements of the Corporation are or shall ever be deemed to be or constitute the agreements, bonds, notes, or other debt instruments or other obligations, or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the Cities or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them, except only to the extent that the same may be payable from revenues pledged by the Cities to pay the same under separate contracts and agreements executed by the Cities and the Corporation. Any and all of such agreements, bonds, notes, and other debt instruments and other obligations, contracts and agreements of the Corporation shall be payable solely and exclusively from the revenues and funds received by the Corporation from contracts and agreements with the Cities and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

ARTICLE FIVE

The Texas Non-Profit Corporation Act, cited in Article Four of these Articles, shall apply to the Corporation to the extent not in conflict with the Act. As permitted thereby the Corporation has no members and is a non-stock corporation. Accordingly, Sections 5 and 9A of the Act shall not apply to the Corporation.

ARTICLE SIX

These Articles of Incorporation may be amended in either one of the methods prescribed in this Article.

(a) The governing bodies of the Cities may, by concurrent resolution, order the board of directors to amend these Articles of Incorporation. If so directed, the board of directors shall file amendments conforming to such directions with the Secretary of State.

(b) The board of directors of the Corporation may file a written application with each of the governing bodies of the Cities requesting approval of proposed amendments to these Articles of Incorporation, specifying in such application the proposed amendments. If the governing bodies of the Cities, by concurrent resolution, find and determine that it is advisable that the proposed amendments be made, authorize the same to be made, and approve the form of the proposed amendments, the board of directors of the Corporation may proceed to amend these Articles of Incorporation.

(c) The board of directors of the Corporation shall not have any power to amend these Articles of Incorporation except in accordance with the procedures established in this Article.

ARTICLE SEVEN

The street address of the initial registered office of the Corporation is City Hall Plaza, Farmers Branch, Texas 75234, and the name of its initial registered agent at such address is Richard L. Escalante.

ARTICLE EIGHT

The affairs of the Corporation shall be managed by a board of directors consisting of six persons, each of whom will occupy a Place on the board of directors. Three of such persons shall be appointed by the governing body of the Town of Addison and shall occupy, respectively, Place 1, Place 2, and Place 3. Three of such persons shall be appointed by the governing body of the City of Farmers Branch and shall occupy, respectively, Place 4, Place 5, and Place 6. The number of directors and the terms of office of the directors may be changed by amendments to the bylaws of the Corporation in the manner herein provided. The names and street addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors, are as follows:

PLACE	NAMES	ADDRESSES	DATE OF EXPIRATION OF TERM
1	Ron Whitehead	Town Hall, Addison, Texas	January 1, 1994
2	Randy Moravec	Town Hall, Addison, Texas	January 1, 1994
3	John Baumgartner	Town Hall, Addison, Texas	January 1, 1994
4	Richard Escalante	City Hall, Farmers Branch, Texas	January 1, 1994
5	Doug Vanderslice	City Hall, Farmers Branch, Texas	January 1, 1994
6	John Burke	City Hall, Farmers Branch, Texas	January 1, 1994

Each director shall hold office for the term for which the director is appointed and until a successor shall have been appointed and qualified unless sooner removed or resigned. Each director, including the initial directors, shall be eligible for reappointment. Directors are removable by the governing body of the Town or City appointing them at will and must be appointed for a term not in excess of six years. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the board of directors through death, resignation, or otherwise shall be filled by appointment for the unexpired term and to the vacant Place by the governing body of the Town or City making the original appointment. Section 3(b) of the Act shall not be applicable to the Corporation.

ARTICLE NINE

The name and street address of each incorporator are:

Name	Address
Ron Whitehead	Town Hall, Addison, Texas 75001
Richard Escalante	City Hall, Farmers Branch, Texas 75234
Doug Vanderslice	City Hall, Farmers Branch, Texas 75234

ARTICLE TEN

(a) The initial bylaws of the Corporation shall be in the form and substance approved by the governing bodies of the Cities in their resolution approving these Articles of Incorporation. Such bylaws shall be adopted by the Corporation's board of directors and shall, together with these Articles of Incorporation, govern the internal affairs of the Corporation until and unless amended in accordance with this Article.

(b) Neither the initial bylaws nor any subsequently effective bylaws of the Corporation may be amended without the consent and approval of the governing body of each of the Cities. The board of directors of the Corporation shall make application to the governing bodies of the Cities for the approval of any proposed amendments, but the same shall not become effective until or unless the same shall be approved by concurrent resolution adopted by the governing body of each of the Cities.

ARTICLE ELEVEN

The Cities may, in their sole discretion, and at any time, by concurrent resolution, alter or change the structure, organization, programs or activities of the Corporation, and they may, by concurrent resolution, direct the board of directors to terminate or dissolve the Corporation, subject to the limitation that no such action shall be taken in any manner or at any time that would impair any contract or right theretofore executed or granted by the Corporation. If such directions are received, the board of directors shall dissolve the Corporation in the manner permitted by law.

ARTICLE TWELVE

(a) No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered. If the board of directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, notes, and other obligations of the Corporation, any net earnings thereafter accruing shall be paid to the Cities in the proportions stated in the interlocal agreement described in the Resolution referred to in Article Thirteen of these Articles.

(b) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds

or property rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the Cities, after satisfaction or provision for satisfaction of all debts and claims, in the proportions stated in the interlocal agreement described in the Resolution referred to in Article Thirteen of these Articles.

(c) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

ARTICLE THIRTEEN

The Cities have specifically authorized the Corporation by concurrent resolution to act on their behalf to further the public purposes stated in said Resolution and in these Articles of Incorporation, and the Cities have by said Resolution approved these Articles of Incorporation. A copy of said Resolution is on file among the permanent public records of each of the Cities and the Corporation.

Ron Whitehead

Richard Escalante

Doug Vanderslice

INCORPORATORS

THE STATE OF TEXAS

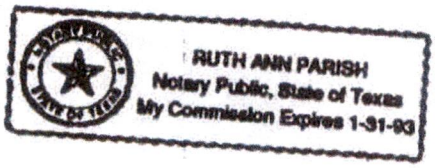
COUNTY OF DALLAS

I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this 22 day of April, 1991, personally appeared before me Ron Whitehead, Richard Escalante, and Doug Vanderslice, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.

Ruth Ann Parish
Notary Public in and for the
State of Texas

My Commission Expires: 1-31-93



[S E A L]

BYLAWS OF

NORTH DALLAS COUNTY WATER SUPPLY CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the Town of Addison, Texas ("Addison"), and the City of Farmers Branch, Texas ("Farmers Branch"), (collectively, the "Cities") as their duly constituted authority and instrumentality in accordance with Article 1434a, Texas Revised Civil Statutes Annotated, as amended, (the "Act"), and other applicable laws.

Section 2. Powers.

(a) In the fulfillment of its corporate purpose, the Corporation shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, in the Texas Non-Profit Corporations Act,Article 1396-101, et seq, Texas Revised Civil Statutes Annotated, as amended, to the extent not in conflict with the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

(b) The exercise by the Corporation of the powers of eminent domain as against a specific piece or item of property, pursuant to Section 4 of the Act, shall be subject to the approval of the Cities.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of six (6) directors, each of whom shall occupy a Place on the Board of Directors. Three of such directors shall be appointed by the Town Council of the Town of Addison and shall occupy, respectively, Place 1, Place 2, and Place 3. Three of such directors shall be appointed by the City Council of the City of Farmers Branch and shall occupy, respectively, Place 4, Place 5, and Place 6.

(c) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Each member of the first Board shall serve for a term expiring on the date set forth in the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and shall serve for three (3) years or until his or her successor is appointed as hereinafter provided.

(d) Any director may be removed from office by the appointing authority at will.

Section 2. Meetings of Directors. The directors may hold their meetings at such place or places in Addison or Farmers Branch as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

Section 3. Internal Notification of Board Meetings.

(a) Regular meetings of the Board shall be held without the necessity of notice at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, by the Mayor of Addison, by the Mayor of Farmers Branch, or by a majority of the governing body of either of the Cities.

(b) The secretary shall give notice to each director of each Special Meeting in person or by mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the

transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular or Special Meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 4. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Article 6252-17, Texas Revised Civil Statutes Annotated, as amended.

Section 5. Quorum. Four directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority vote of the entire Board at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 6. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Committees of the Board. The Board may designate two or more directors to constitute an official committee of the Board to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 8. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties hereunder; provided that all actual expenses are approved by the Board.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of office shall be one (1) year with the right of an officer to be reelected.

(b) The President shall be a representative from the City of Farmers Branch until the completion and the commencement of operation of the Eastside Sewer System; after which, the provisions of Subsection (a) of this section will be in effect.

(c) All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board.

(d) A vacancy in the office of any officer shall be filled by a vote of a majority of the remaining directors.

Section 2. Powers and Duties of the President. The president shall be the chief executive officer of the Corporation, and, subject to the paramount authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer. The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all moneys received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation,

give such bond for the faithful discharge of his duties in such form and amount as the Board or the Commission may require.

Section 5. Secretary. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 6. The president, each vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretaries may, at the option of the Board, be persons other than members of the Board, but they may be employees of the City.

Section 7. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties hereunder, provided that all expenses are approved by the Board. Other officers may be compensated as directed and approved by the Board.

ARTICLE IV

AUDITS, EXPENDITURES, DEBTS

Section 1. Annual Corporate Budget. At least 60 days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Board. The budget shall not be effective until the same has been approved by the Cities.

Section 2. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of the Cities, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of one of the Cities. In such event, the Corporation shall pay reasonable compensation for such services.

(c) The Corporation, or the City performing such services if the option described in subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Corporation and approved by the Cities. Such audit shall be at the expense of the Corporation.

Section 3. Deposit and Investment of Corporate Funds.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.

(b) All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the Cities. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board shall designate.

Section 4. Expenditures of Corporate Money.

(a) The monies of the Corporation may be expended by the Corporation for any of its corporate purposes, subject to the following limitations:

(i) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the governing bodies of each of the Cities prior to the sale and delivery of the Obligations to the purchasers thereof;

(ii) Expenditures that may be made from a fund created with the proceeds of Obligations may be used for the purposes of financing or otherwise providing the facilities with reference to which the Obligations were issued;

(iii) Expenditures of funds paid to the Corporation by the Cities under service or other contracts between the Corporation and the Cities shall be used as directed in such contracts;

(iv) All other proposed expenditures, if any, shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 5. Issuance of Obligations. No obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the Cities shall approve such Obligations by action taken no more than 60 days prior to the date of sale of the Obligations.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.

(b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act.

Section 2. Fiscal Year. The Fiscal year of the Corporation shall begin on the first day of October and shall end on the last day of September.

Section 3. Seal. The seal of the Corporation shall be as determined by the Board.

Section 4. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Approval or Advice and Consent of the Cities. To the extent that these bylaws refer to any approval by the Cities or refer to advice and consent by the Cities, such

approval, advice and consent shall be evidenced by a certified copy of a resolution, order, or motion concurrently and duly adopted by the governing body of each of the Cities.

Section 6. Services of Staff and Officers of Cities. Subject to the paramount authority of the Manager under the Charter of each of the Cities, the Corporation shall have the right to utilize the services of the City Attorney, the City Secretary, and the staff and employees of the Finance Department of each of the Cities, provided (i) that the Corporation shall pay reasonable compensation to the supplying City for such services, and (ii) the performance of such services does not materially interfere with the other duties of such personnel of such City.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

(1) the approval of these Bylaws by the Cities; and

(2) the adoption of these Bylaws by the Board.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation.

City Council Regular Meeting **4. g.**

Meeting Date: 05/27/2025

Department: Police

Key Focus Areas: Public Safety

AGENDA CAPTION:

Consider action on a Resolution authorizing the City Manager to accept awarded funds from the FY26 Criminal Justice Program - Justice Assistance Grant, for the purpose of purchasing mobile vehicle barriers to enhance public safety.

BACKGROUND:

In February 2025, the Addison Police Department sought funding to acquire Mobile Vehicle Barriers to enhance security at large public events and mitigate the risk of vehicle-ramming attacks through the FY26 Criminal Justice Program - Justice Assistance Grant. The Addison Police Department was recently notified that they were high on the priority list and a portion of the submitted project was being considered for funding. If awarded, the Addison Police Department would receive $100,000.00 in grant funding to be used to purchase Mobile Vehicle Barriers. A signed resolution outlining the authority to accept funds to be used for the stated statutory purpose, and providing that funds shall be returned in the event of loss or misuse, must be submitted to the Office of the Governor in order to receive funding.

FISCAL IMPACT

These funds will be used to purchase mobile vehicle barriers and the equipment needed to transport and install them, thus lessening the number of barriers the Town would need to rent for special events.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - FY26 Criminal Justice Assistance Grant

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION WITH THE OFFICE OF THE GOVERNOR FOR THE MOBILE VEHICLE BARRIER SYSTEM GRANT FOR PUBLIC SAFETY; AUTHORIZING THE CITY MANAGER TO ADMINISTER THE GRANT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the Town of Addison, Texas ("Town"), finds it in the best interest of its citizens that the Town submit a grant application for a Mobile Vehicle Barrier System for Public Safety program grant for use in enhancing safety during the Town of Addison's 2026 Special Events; and

WHEREAS, the City Council finds that should any Office of the Governor grant funds be lost or misused, the Town will ensure their full return to the Office of the Governor in conformance with the grant program rules; and

WHEREAS, the City Council hereby designates David Gaines, City Manager, as the authorized official for the Town's participation in the grant program, granting him full authority to apply for, accept, reject, alter, or terminate the grant on behalf of the Town.

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

SECTION 1. The City Council of the Town of Addison, Texas, hereby approves the submission of the grant application for the Mobile Vehicle Barrier System for Public Safety to the Office of the Governor (Grant Number 5440001) and authorizes the City Manager, or his designee, to administer the grant in conformance with this Resolution.

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 ***27th*** day of ***MAY***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

City Council Regular Meeting **5. a.**

Meeting Date: 05/27/2025

Department: Public Works

Key Focus Areas: Public Safety
Mobility and Connectivity
Infrastructure Development and Maintenance

AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance approving the speed limit change from 30 miles per hour to 25 miles per hour on Quorum Drive from Airport Parkway to Addison Circle.

BACKGROUND:

A work session held on May 6, 2025, included a detailed discussion by the City Council on the existing speed limit of Quorum Drive from Airport Parkway to Addison Circle. A policy decision was made by the City Council to recommend the speed limit change on Quorum Drive from Airport Parkway to Addison Circle from 30 miles per hour to 25 miles per hour. The Ordinance has been updated to reflect the change in this location. Due to the context-sensitive design, areas with unique characteristics, including the introduction of harrows for the bike lanes, heavy tree canopy, a roundabout, multiple crossing locations with stops signs, multifamily housing and commercial businesses who are all heavy pedestrian users, all within proximity to both Beckert and Bosque Parks and on-street parking, the 25 mph recommendation creates a safe and reasonable speed limit for the environment.

Per the Town Charter, the Town must publish any ordinances that impose a penalty in the Town's official newspaper, the Dallas Morning News, at least once within ten (10) days after the passage of the Ordinance. Staff will make the field adjustments to replace the speed limit signs.

FISCAL IMPACT

Staff will use operation budget funds from the Streets General Fund to purchase new signage in this area.

RECOMMENDATION

Administration recommends approval of the policy decision made by City Council.

Attachments

Presentation - Quorum Speed Limit
Ordinance - Quorum Speed Limit
Ordinance Supplement - Quorum Speed Limit

Quorum Drive Speed Limit Change

May 27, 2025

Rebecca P. Diviney, PE
Director of Public Works and Engineering

Overview

- City Council Request
- City Council Direction
- Ordinance Revision
- Next Steps

City Council Request

- Staff received a request from Council Member Howard Freed that was seconded by Council Member Dan Liscio to include a work session agenda item for City Council consideration.
- Request to consider the *"speed limit on Quorum Drive be reduced from 30 MPH to 20 MPH for the approximately 1/2 mile from Arapaho Road to Airport Parkway and install blinking yellow lights and signage at each end of this 'Slower Speed Zone' that states: 'Entering A Slower Speed Zone' to call attention to the new speed limit."*

Council Direction

During the May 6, 2025 Work Session, the City Council recommended:

- Modifying the speed limit on Quorum Drive between Airport Parkway and Addison Circle from 30 mph to 25 mph.

- Due to the context-sensitive design, areas with unique characteristics, including the introduction of harrows for the bike lanes, heavy tree canopy, a roundabout, multiple crossing locations with stops signs, multifamily housing and commercial businesses who are all heavy pedestrian users, all within proximity to both Beckert and Bosque Parks and on-street parking, the 25-mph speed limit creates a safe and reasonable speed limit for the environment.

Next Steps

- Quorum Drive Speed Limit Change:
  - Per Town Charter, the Town must publish the Ordinance change that imposes any penalty in the Town's official newspaper, Dallas Morning News, at least once within ten days after the Ordinance's passage. The Ordinance would then take effect ten days after the publication date.
  - Staff to install updated speed limit signs.
  - Staff to post changes on social media.
  - PWE staff to notify the Addison Police Department.

Questions

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 78 (TRAFFIC AND VEHICLES), ARTICLE III (VEHICLE OPERATION), DIVISION 2 (SPEED AND RELATED RESTRICTIONS) OF THE CODE OF ORDINANCES, TOWN OF ADDISON, TEXAS, BY AMENDING SECTION 78-140, IN PART, TO PROVIDE FOR UPDATED SPEED LIMITS ALONG THE SECTION OF QUORUM DRIVE LOCATED BETWEEN AIRPORT PARKWAY AND ADDISON CIRCLE; PROVIDING FOR A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the exercise of its police powers, has previously adopted and maintains local regulations governing the prima facie speed limits for vehicles operating upon public roadways within the corporate limits of the Town of Addison, Texas, to ensure the protection of the public health, safety, and welfare of its citizens; and

WHEREAS, the Town's Director of Public Works ("Director"), working in conjunction with Town staff and the Town's traffic engineering consultants, has determined it necessary and appropriate to recommend amending the prima facie speed limit on a densely urban section of Quorum Drive located between Airport Parkway and Addison Circle from 30 miles per hour to 25 miles per hour; and

WHEREAS, the City Council finds that this recommendation is supported by the Director's investigation and study of the foregoing section of Quorum Drive, which takes into account several factors, including the unique characteristics of the area surrounding the roadway, the future use of a portion of the roadway as a shared bike lane, the density and close proximity of the surrounding buildings to the roadway, adjacency to multiple public parks, the number of pedestrian crossings, and other circumstances of potential hazards on the roadway; and

WHEREAS, based upon the Director's investigation, the City Council finds it necessary and appropriate to amend the prima facie speed limit to protect traffic and pedestrian safety along the foregoing section of Quorum Drive; and

WHEREAS, the City Council desires to amend Chapter 78, Article III, Division 2, Section 78-140 of the Town's Code of Ordinances to reflect the adjusted speed limit along the section of Quorum Drive located between Airport Parkway and Addison Circle.

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

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

SECTION 2. That Chapter 78, Article III, Division 2, Section 78-140 of the Code of Ordinances, Town of Addison, Texas, is hereby amended, in part, to read as set forth in **Exhibit "A,"** attached hereto and incorporated herein for all purposes.

SECTION 3. The provisions of the Town of Addison Code of Ordinances, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to penalty as provided for in the Code of Ordinances, 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 5. The provisions of this ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 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 or ordinance.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***27th*** day of ***MAY*** **2025.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

Chapter 78, Article III, Division 2, Section 78-140 of the City's Code of Ordinances is amended, in part, to add the underlined language as follows:

…

Sec. 78-140. Streets other than school zone streets.

A person commits an offense if the person operates or drives a vehicle on the following designated streets at a speed faster than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

Street	**Extent**	**Speed (mph)**
…	…	…
Quorum Drive	Between Belt Line Road and Westgrove Drive being the 15100 block through the 16400 block of Quorum Drive excluding the block of 15500 through 15800 Quorum Drive	30
Quorum Drive	Between Airport Parkway and Addison Circle being the 15500 through 15800 blocks of Quorum Drive	25
…	…	…

…

DIVISION 2. SPEED AND RELATED RESTRICTIONS[1]

Sec. 78-131. Determination of limits.

The Director of public works shall determine, on the basis of engineering and traffic surveys, investigation and study, reasonable and safe maximum speed limits for each street within the town and submit recommendations based on his survey and investigation and study to the city council.

(Code 1982, § 9-101)

Sec. 78-132. Posting of speed limit signs.

The Director of public works shall post the maximum speeds and minimum speeds set forth in this chapter by appropriate signs in conspicuous places so that every motorist may be aware of the speed limits established by this chapter.

(Code 1982, § 9-102)

Sec. 78-133. Alteration of limits.

On the basis of the recommendation of the director of public works, submitted in accordance with section 78-132, the city council may alter the prima facie maximum and minimum speed limits established by state law and this chapter as the council may deem necessary.

(Code 1982, § 9-103)

Sec. 78-134. Reasonable speed.

No person shall drive a vehicle on a public street, road or highway in the town at a speed that is greater than is reasonable and prudent under the conditions and circumstances and having regard for the actual and potential hazards then existing. Except when a special hazard exists that requires lower speeds for compliance with the speed laws of the state or the ordinances of the town, the limits specified by state law or in this chapter or authorized by the city council shall be lawful, but any speed in excess of these limits shall be prima facie evidence that the speed is not reasonable or prudent.

(Code 1982, § 9-104)

State law reference(s)—Maximum speed generally, V.T.C.A., Transportation Code § 545.351 .

[1]State law reference(s)—Authority to regulate speed, V.T.C.A., Transportation Code §§ 542.201 , 542.202(a)(12) , 545.356 ; speed restrictions, V.T.C.A., Transportation Code § 545.351 .

Sec. 78-135. General speed limits.

A person commits an offense if he operates a vehicle on any street within the town at a speed greater than 30 miles per hour or on any public alley at a speed greater than 15 miles per hour, unless otherwise provided by this chapter. Any speed in excess of 30 miles per hour on a public street or 15 miles per hour in a public alley, unless otherwise provided by this chapter, shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

(Code 1982, § 9-107)

State law reference(s)—Similar provisions, V.T.C.A., Transportation Code § 545.352 .

Sec. 78-136. Reduced speed.

The driver of every vehicle shall, consistent with the requirements of the laws of the state and this chapter, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway and when special hazards exist with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(Code 1982, § 9-105)

State law reference(s)—Similar provisions, V.T.C.A., Transportation Code § 545.351(c) .

Sec. 78-137. Minimum speed.

No person shall drive a vehicle on a public street, roadway or highway of the town at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law.

(Code 1982, § 9-106)

State law reference(s)—Similar provisions, V.T.C.A., Transportation Code § 545.363 .

Sec. 78-138. School zones—Generally.

A person commits an offense if he operates or drives a vehicle on the following designated school zone streets at a speed greater than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

Street	Extent	Speed (mph)
Addison Road	Between Westgrove Drive and the town limits and being the 16900 block through the 17000 block of Addison Road	20
Sojourn Road	Between Voss Road and Addison Road and being the 4500 block through the 4900 block at Sojourn Road	20

Spring Valley Road	Between Marsh Lane and Vitruvian Way being the 3700 block through the 4000 block of Spring Valley Road	20

(Code 1982, § 9-108; Ord. No. 010-005, § 2.C., 2-9-10; Ord. No. 012-008, § 2(exh. A), 2-14-12)

Sec. 78-139. Same—Signs.

The Director of public works shall mark all school zones described in this article with appropriate street markings and signs showing the beginning and ending of such school zones, the speed limits within such school zones and the hours during the day during which such speed limits are effective. All speed limit regulations for school zones shall be effective only at such times as appropriate signs advising motorists of the fact are placed in conspicuous places. Speed regulations established in school zones in this article shall be effective on school days only during the following hours:

Street	Times
Addison Road	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:15 p.m., Monday through Friday
	1:15 p.m. to 2:00 p.m. on Friday only
Sojourn Drive	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:15 p.m. Monday through Friday
	1:15 p.m. to 2:00 p.m. on Friday only
Spring Valley Road	7:00 a.m. to 8:30 a.m. Monday through Friday
	3:00 p.m. to 4:30 p.m. Monday through Friday

(Code 1982, § 9-109; Ord. No. 002-033, § 1, 9-24-02; Ord. No. 010-005, § 2.D., 2-9-10; Ord. No. 012-008, § 2(exh. A), 2-14-12)

Sec. 78-140. Streets other than school zone streets.

A person commits an offense if he operates or drives a vehicle on the following designated streets at a speed faster than the speed designated by this section for that street or portion of that street, and any speed in excess of the limit provided in this section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful.

Street	Extent	Speed (mph)
Addison Circle	From Quorum Drive eastbound to Dallas Parkway being the 5000 block through the 5100 block	20
Addison Road	From the north right-of-way line of Belt Line Road to the northern town limits on Addison Road and being the 15100 block through the 17300 block of Addison Road, except as provided in section 78-138	40

Airport Parkway	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Airport Parkway	40
Arapaho Road	From Marsh Lane (3700 block) to Addison Road (4800 block)	40
	From Addison Road (4800 block) to Dallas Parkway (5100 block)	35
Bellbrook Drive	The 14800 block through the 14925 block of Bellbrook Drive	20
Bellbrook Way	The 14800 block through the 1925 block of Bellbrook Way	20
Belt Line Road	From the east town limits to the west town limits and being the 3700 block through the 5200 block of Belt Line Road	40
Celestial Road	The 5300 block through the 5600 block of Celestial Road	20
Dallas Parkway	The 14300 block through the 16000 block of Dallas Parkway	40
Hampton Court	The 14809 block through the 14818 block of Hampton Court	20
Havenshire Place	The 14901 block through the 14933 block of Havenshire Place	20
Inwood Road	From the south town limits to the south right-of-way line of Belt Line Road and being the 14600 block through the 15000 block of Inwood Road	35
Keller Springs Road	Between Addison Road and Dallas Parkway being the 4800 block through the 5100 block of Keller Springs Road	40
Knots Landing	17000 block of Knots Landing	10
Lake Forest Drive	The 14900 block through the 15000 block of Lake Forest Drive	20
Lewis Place	From McEntire Place to Addison Circle being the 15500 block through the 15650 block of Lewis Place	20
Marsh Lane	From the north right-of-way of Belt Line Road to the north town limits and being the 15100 block through the 15200 block of Marsh Lane	40
Marsh Lane	From the south town limits to the south right-of-way of Belt Line Road and being the 13900 block through the 15000 block of Marsh Lane	35

McEntire Place	From Quorum Drive eastbound to Spectrum Drive being the 5000 block through the 5100 block of McEntire Place	20
Midway Road	From the south town limits to the north town limits and being the 14000 block to the 16800 block of Midway Road	40
Mildred Place	From Addison Circle to Morris Avenue being the 15600 block through the 15700 block of Mildred Place	20
Morris Avenue	The 4900 block through the 5100 block of Morris Avenue	20
Oaks North Drive	The 14800 block through the 14900 block of Oaks North Drive	20
Paladium Drive	Between Montfort and Oaks North Drive being the 14800 block of Paladium Drive	20
Planters Row	17000 block of Planters Row	10
Quorum Drive	Between Belt Line Road and Westgrove Drive being the 15100 block through the 16400 block of Quorum Drive excluding the block of 15500 through 15800 Quorum Drive	30
Quorum Drive	Between Airport Parkway and Addison Circle being the 15500 through 15800 blocks of Quorum Drive	25 mph
Sojourn Place	Between Westgrove Drive and Windward Lane being the 4200 block to the 4400 block of Sojourn Place	10
Southfork Drive	Between Westgrove Drive and Windward Lane being the 4200 block to the 4400 block of Southfork Drive	10
Spring Valley Road	Between Midway Road and Marsh Lane and being the 3600 block through the 4100 block of Spring Valley Road, except as provided in section 78-138	35
Upper Bay Road	17000 block of Upper Bay Road	10
Vinland Drive	17000 block of Vinland Drive	10
Westgrove Drive	Between Addison Road and north town limit line being the 4600 block to the 17200 block of Westgrove Drive	40

Windward Lane	17000 block of Windward Lane	10
Winnwood Road	The 14500 block through the 15000 block of Winnwood Road	20

(Code 1982, § 9-110; Ord. No. 099-018, § 9-110, 5-11-1999; Ord. No. 005-062, § 2(Exh. A), 12-13-05; Ord. No. 006-022, § 2(Exh. A), 5-9-06; Ord. No. 006-035, § 2(Exh. A), 8-8-06)

Sec. 78-141. Temporary speed limit; posting signs.

During the period of construction of improvements (the "temporary construction period") or any road, street, highway or alley, the City Council does hereby authorize the City Manager, City Manager's designee or the Director of Public Works to determine and reduce the maximum speed limit of road, street, highway or alley, which is under maintenance, repair or construction, that is reasonable and safe, and such maximum speed limit is hereby fixed at the said rate of speed for vehicles traveling upon said road, street, highway or alley. The Director of Public Works (the "Director") of the City or his or her designee is hereby authorized and directed to cause appropriate signs to be placed indicating and giving reasonable notice of such speed along the road, street, highway or alley, which signs shall remain in place during the temporary construction period (as determined by the Director). It is unlawful for any person to operate or drive any motor vehicle within such posted area at a speed in excess of such speed, such speed limit hereby being deemed to be the prima facie evidence of reasonable and prudent maximum speed at which a vehicle may travel on such portions of such road, street, highway or alley under construction, maintenance or repair. Following the completion of the temporary construction period (as determined by the Director), the Director shall cause the said signs to be removed, and the speed limit in effect prior to the beginning of the temporary construction period shall then be in effect.

(Ord. No. 011-022, § 2, 3-22-11)

Secs. 78-142—78-160. Reserved.

City Council Regular Meeting **5. b.**

Meeting Date: 05/27/2025
Department: Development Services
Key Focus Areas: Public Safety
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 Wilson Company, located at 16301 Addison Road, in order to allow an attached wall sign to exceed the maximum effective area and maximum letter height on the east facade. (Case MR2025-1/16301 Addison Road - Wilson Company).

BACKGROUND:

Wilson Company is an existing hydraulic equipment retailer located at 16301 Addison Road. Wilson Company has made exterior improvements to their building, including new signage, and has requested a Meritorious Exception to the Sign Ordinance to install a new attached wall sign, which each exceeds the maximum effective area and maximum letter height, on the east facade, facing toward Addison Road. The proposed attached wall sign is 75.6 square feet, exceeding the maximum effective area by 24.6 square feet. The allowed area includes 1 square foot per 1 linear foot of building frontage. The maximum allowable logo/letter height is 16 inches and the proposed sign is approximately 50 inches tall. All other applicable standards are met with the proposed sign.

The Unified Development Code (UDC) was adopted by City Council on March 25, 2025. The UDC included new sign regulations, which will take effect on September 1, 2025. The new sign regulations would allow the proposed attached wall sign by right. The UDC allows 1.5 square feet of sign area per 1 foot of linear building frontage and eliminates the maximum logo/letter height requirement.

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 believes that the criteria for a Meritorious Exception has been met for the proposed attached wall sign. The proposed sign is consistent with the recently adopted sign regulations within the Unified Development Code (UDC) and will be consistent with new signs moving forward. Requiring the applicant to wait until the effective date is unnecessary as the new standards are unlikely to be modified prior to the effective date.

FISCAL IMPACT

N/A

RECOMMENDATION

Administration recommends approval.

Attachments

MR2025-01 Presentation

MR2025-01 Ordinance

MR2025-01 Plans

Wilson Company Meritorious Exception (MR2025-01)

May 27, 2025

Lesley Nyp, Director of Development & Neighborhood Services

Case MR2025-01 Wilson Company

LOCATION:

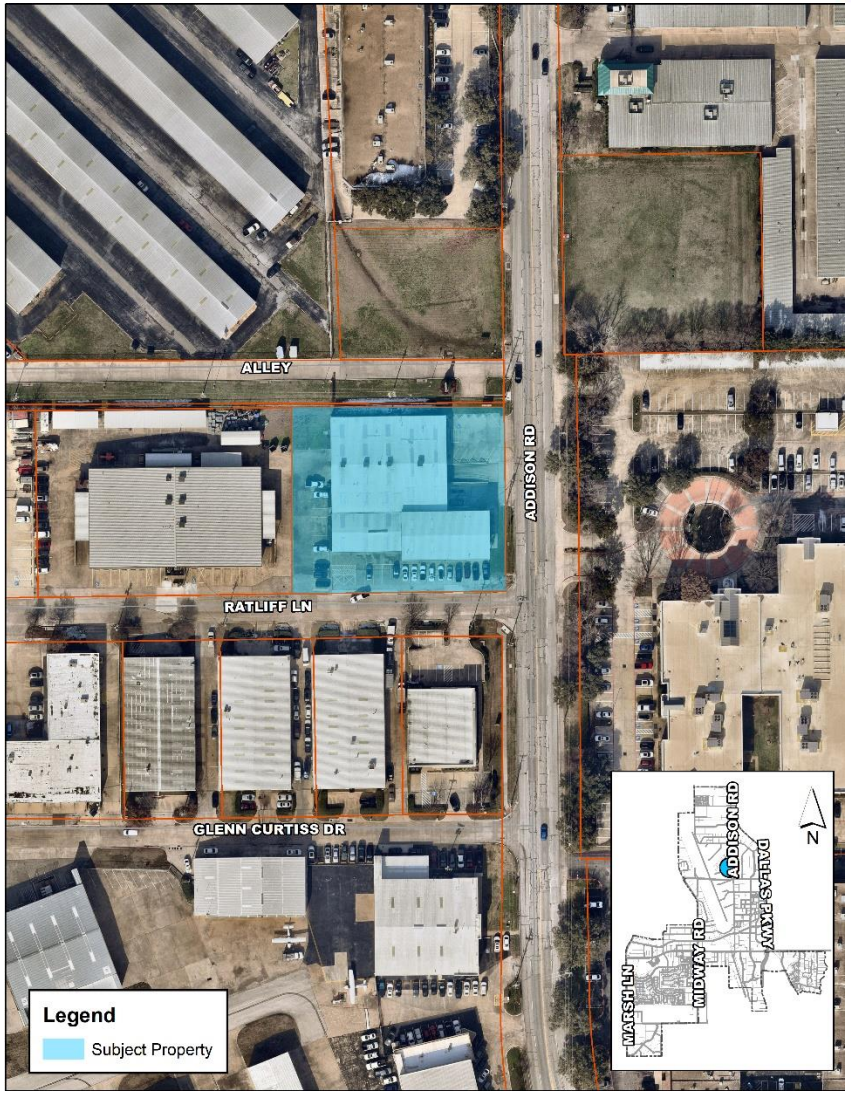
16301 Addison Road

REQUEST:

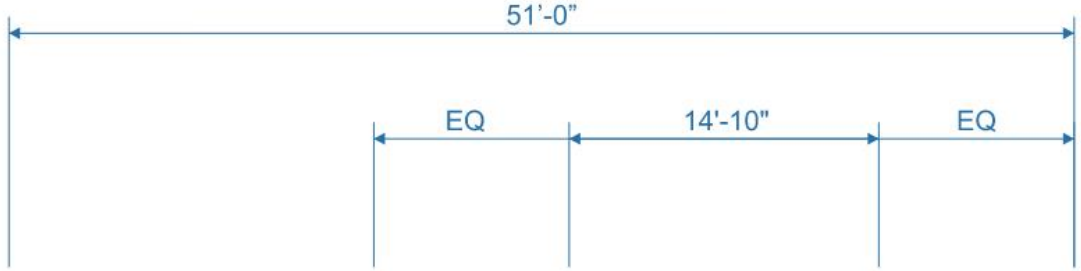
Approval of a Meritorious Exception to allow an attached wall signs to exceed the maximum area and maximum logo/letter height.

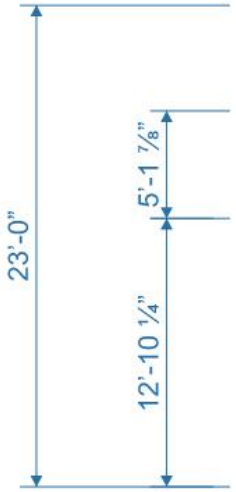
ACTION REQUIRED:

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



Case MR2025-01 Wilson Company





SIGN 1 - LOCATION - EAST ELEVATION

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

Case MR2025-01 Wilson Company

SIGN CODE COMPLIANCE REVIEW

- The attached wall signs exceed the current maximum effective area and maximum logo/letter height.
  - Required: 51 Square Feet
  - Proposed: 75.6 Square Feet

- The proposed sign will meet the UDC regulations for an attached wall sign.
  - Required: 76.5 Square Feet
  - Proposed: 75.6 Square Feet
  - *The UDC eliminated the maximum logo/letter height requirement.*

- Applicant Justification:
  - UDC will permit the proposed sign by right upon effective date (Sept. 1, 2025).

Case MR2025-01 Wilson Company

MERITORIOUS EXCEPTION CRITERIA:

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

Proposal does meet hardship criteria:

- The requested Meritorious Exception for an attached wall sign is permitted by right under the Unified Development Code (UDC), which was adopted March 25, 2025. The UDC will take effect on September 1, 2025.
- Staff believes an unnecessary hardship is created by making the applicant wait for the effective date of the new sign regulations when the proposed sign is permitted by right under the UDC and will be consistent with new signs moving forward.

Case MR2025-01 Wilson Company

RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR WILSON COMPANY, A HYDRAULIC EQUIPMENT RETAILER LOCATED AT 16301 ADDISON ROAD, TO ALLOW AN ATTACHED WALL SIGN TO EXCEED THE MAXIMUM EFFECTIVE AREA AND THE MAXIMUM LETTER HEIGHT; 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 Wilson Company, an hydraulic equipment retailer located at 16301 Addison Road, to allow an attached wall sign to exceed the maximum effective area and the maximum letter height, 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 **27*TH*** day of **MAY** ***2025*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

MELLO SIGNS

@ E479782 TDLR 18785

990 HALTOM RD. FORT WORTH, TX 76117
682-312-5338- www.mello-signs.com

FINAL APPROVAL

CLIENT SIGNATURE _____

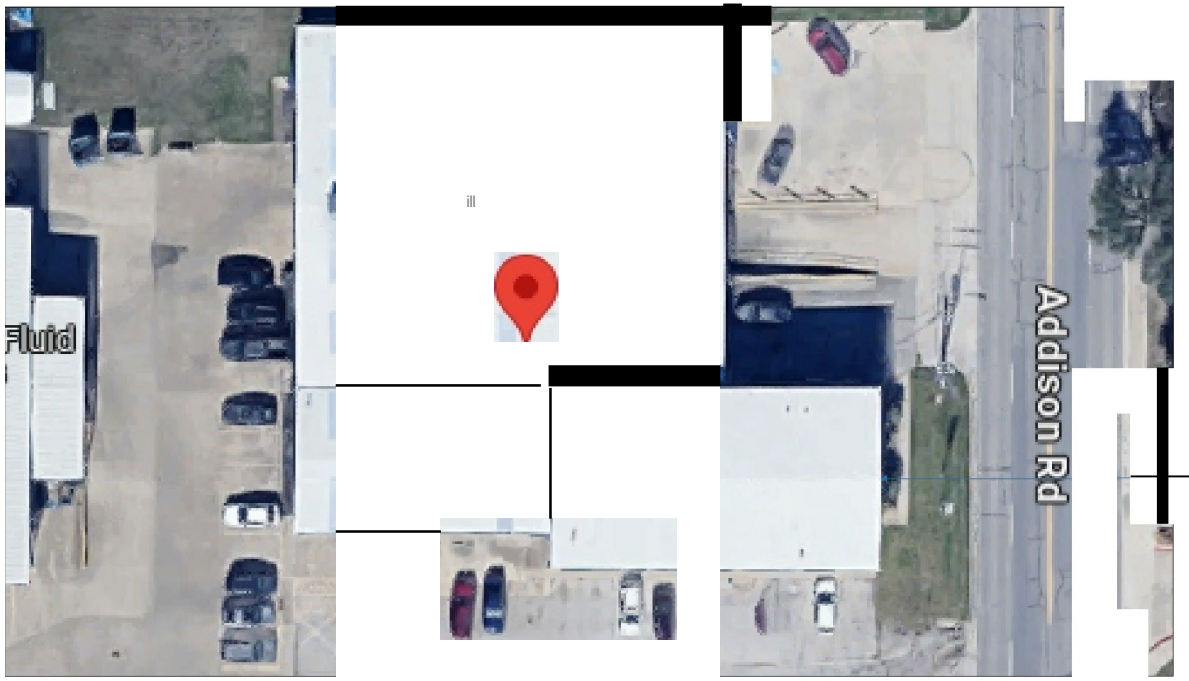
PRINTED NAME _____

DATE: _____ SALESMAN: _____ JOB#: _____

Town of Addison, Texas
Ordinance No.
Case No. MR2025-1/Wilson Company

EXHIBIT A

ALL ARTWORK IS THE SOLE INTELLECTUAL PROPERTY OF MELLO SIGNS AND MAY NOT BE REPRODUCED WITHOUT PERMISSION



SIGN 1

SCALE: NT$

DETAILED SITE SURVEY REQUIRED

SITE PLAN

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682-312-5338- www.mello-signs.com

® E479782 TOLA 18785

CLIENT SIGNATURE _____

PAINTED NAME _____

DATE:_____ SALESMAN INITIALS: _____

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EXHIBIT A

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NIGHT VIEW

EXISTING CONDITIONS

SIGN1-LOCATION- EAST ELEVATION

KEEP LEADS LOW SW 7060 FOR CORRUGATED METAL

txi MELLO SIGNS

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6B:Z-JJ:Z-5J38-www.m1o-11gn1.com

® E479782 TOLA 18785

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Town of Addison, Texas
Ordinance No.
Case No. MR2025-1/Wilson Company

ALL ARTWORK ISTHESOLE INTELLECTUAL PROPERTY OF MELLO SIGNS AND MAY NOT BE REPRODUCED WITHOUT PERMISSION

TOTAL SQFT: 75.60 SQFT

14'-10"

VILSON

Solutions In Motion

SIGNI-SIGNTYPE: ILLUMINATED REVERSE PAN HALO LIT CHANNEL LETTERS

SCALE: 1/,"=I '-0"

QUANTITY: (I) REQUIRED

DESCRIPTION OF WORK:
MANUFACTURE& INSTALLILLUMINATEDREV PAN HALO LIT CHANNELLETTERS.

LEITER SPECIFICATION	
RETURN DEPTH	3'" 0.063 ALUM. PRE-FINISHEDRETURNS
RETURN COLOR	SEECOLORSPECS
FACE MATERIAL	ROUTED 0.080 ALUMINUM
FACE COLOR	SEE COLORSPECS
LffiER BACKS	3/16" CLEARPOLYCARBONATE
ILLUMINATION	6500K WHITELEDs
POWER SUPPLIES	12 V POWERSUPPLIESASREQUIRED
PHOTOCELL	■ YES ☐NO
SPACER DEPTH	2" **COLOR:** COLOR
FASTENERS	NON-CORROSIVEFASTENERSAS REQUIRED
BACKER	.IO0 ALUMINUM BACKPLATE PAINTED WHITE

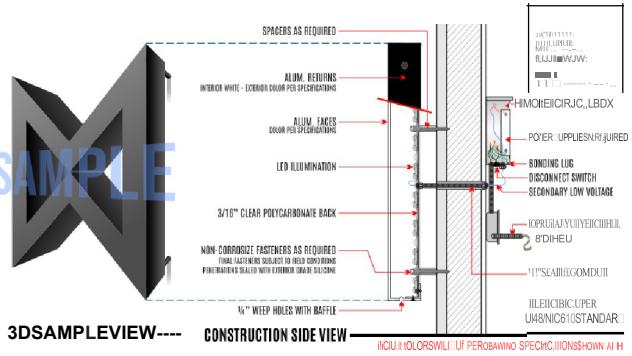
· ALLPENETRATIONSSEALED WITH EXTERIORGRADESILICONE
'W' POWER HOLE WITH HACO BUSHING

- PANTONE2935 C SATIN
- PANTONE424 C SATIN

CORRUGATED METAL

ELECmICAL NOTES

KEEP LEADSLOW



3DSAMPLEVIEW---- CONSTRUCTION SIDE VIEW

REVERSE PAN HALO ILLUMINATED CHANNEL LETTER DETAIL

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txl MELLO SIGNS
'90HALTOM RD. FORIWORTH, IX 76117
662-312-5336- www.mellc-slgns.c:om

® E479782 TDLR 18785

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PRINTED NAME
DATE: SALESMANINITIALS;

GENfRAL DISCLAIMERS: All signs to be manufactured and insiolled in accordance With KJcat and ;late regutatrons. This drawing IS the property of MELLO SIGNS, It shall not be produced, copied or distributed without authorization of MELLO SIGNS RENDERING APPROVAL: Please carefully reYiew 0 drawing! ond materICJI specificatiom Color MJmple can be pro11k1ed upon request, AW PDF files are approximate representotiom. PLEASEREAD CAREFULLY BEFORE FINAL APPROVAL; Rol-'tetw o flic and check rou all e-rror. Pleo>e review on spellilig, materiel end color speciicotOiis. or'ld in ollollion kes. Chor'lge$ cfter approvol ortd the s1ort of manufcclLIfin,g may incur cdd!tiortal chorges. By signing this ;n ;:. iJ' hove recd end fultyrev,ewed a" drawing;, proo

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EXHIBIT A

Town of Addison, Texas
Ordinance No.
Case No. MR2025-1/Wilson Company

WILSON

Solutions in Motion

16301 Addison Road, ADDISON, TX 75001

MELLO SIGNS

UL E479782 TDLR 18785

990 HALTOM RD. FORT WORTH, TX 76117

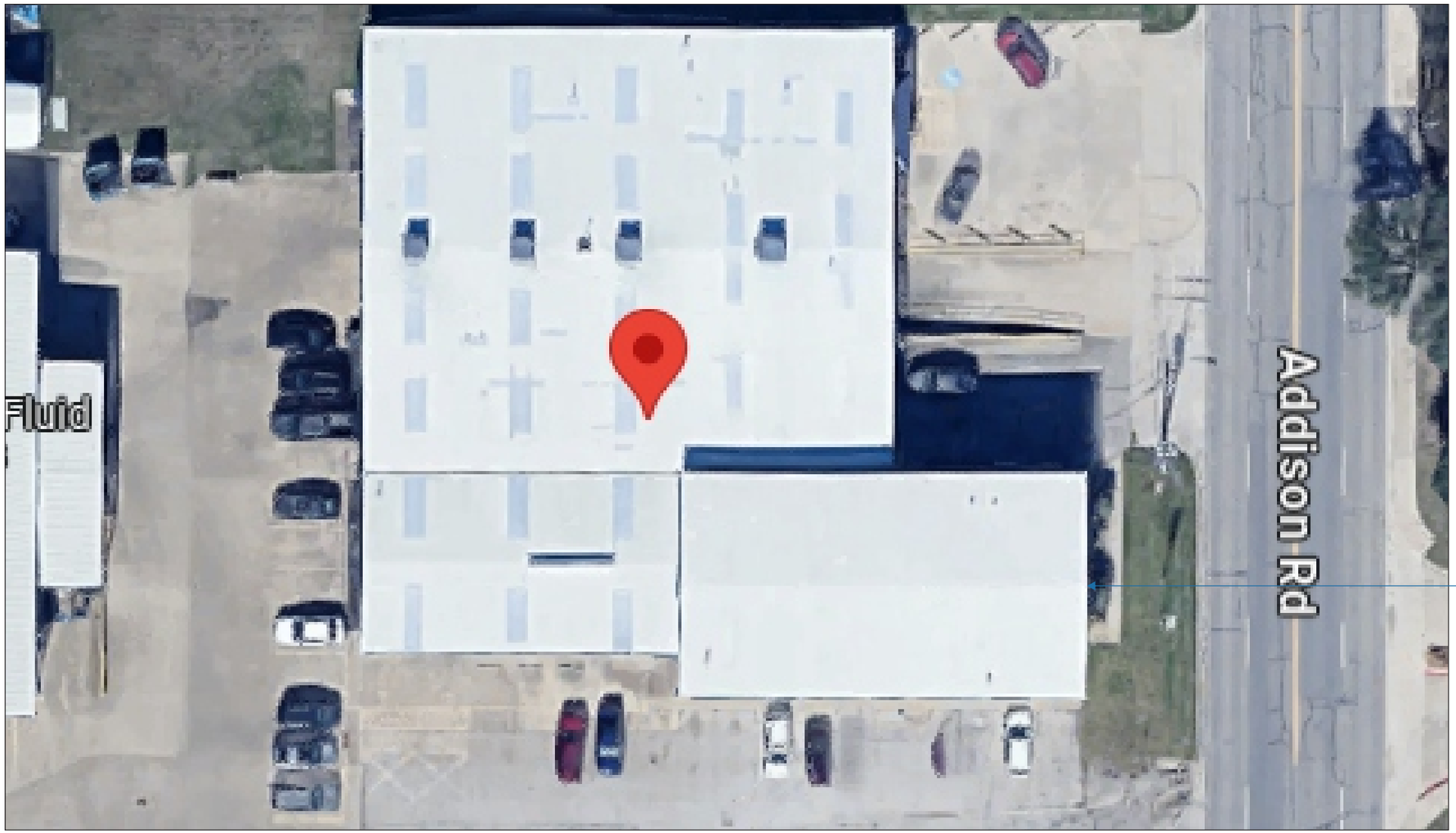
682-312-5338 — www.mello-signs.com

FINAL APPROVAL

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN: _____ JOB #: _____



SITE PLAN

SCALE: NTS

DETAILED SITE SURVEY REQUIRED

MELLO SIGNS

990 HALTOM RD. FORT WORTH, TX 76117

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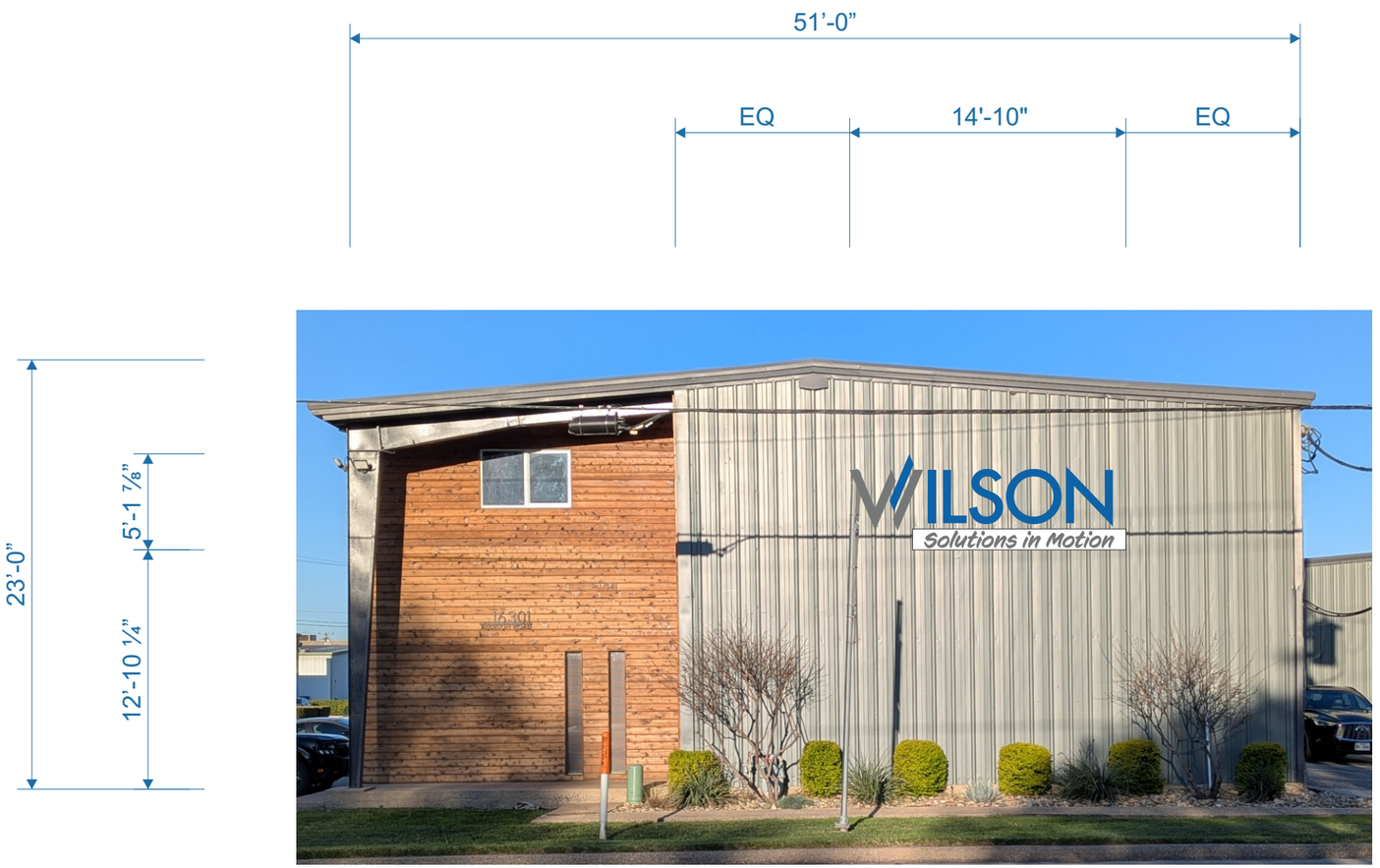
CLIENT NAME	WILSON SOLUTIONS	DATE	BY	REV #
ST. ADDRESS	16301 ADDISON RD.	03-25-2025	DE	OG
CITY/STATE	ADDISON, TX 75001	03-28-2025	DE	R1
PHONE		03-31-2025	DE	R2
EMAIL				
SALESMAN	KALE			
DESIGNER	DREW			
FILE NAME	WILSON SOLUTIONS_ADDISON_TX_SIGN			



SIGN 1 - LOCATION - EAST ELEVATION

SCALE: 1/8”=1’-0”

NIGHT VIEW

EXISTING CONDITIONS

SITE NOTES:

KEEP LEADS LOW SW 7060 FOR CORRUGATED METAL

CODE ALLOWANCE:

MELLO SIGNS

990 HALTOM RD. FORT WORTH, TX 76117

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UL E479782 TDLR 18785

CLIENT SIGNATURE _____

PRINTED NAME _____

DATE: _____ SALESMAN INITIALS: _____

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CLIENT NAME	WILSON SOLUTIONS	DATE	BY	REV #
ST. ADDRESS	16301 ADDISON RD.	03-25-2025	DE	OG
CITY/STATE	ADDISON, TX 75001	03-28-2025	DE	R1
PHONE		03-31-2025	DE	R2
EMAIL				
SALESMAN	KALE			
DESIGNER	DREW			
FILE NAME	WILSON SOLUTIONS_ADDISON_TX_SIGN			

ALL ARTWORK IS THE SOLE INTELLECTUAL PROPERTY OF MELLO SIGNS AND MAY NOT BE REPRODUCED WITHOUT PERMISSION

TOTAL SQ FT: 75.60 SQ FT

SIGN 1 - SIGN TYPE: ILLUMINATED REVERSE PAN HALO LIT CHANNEL LETTERS

SCALE: ½"=1'-0"

QUANTITY: (1) REQUIRED

DESCRIPTION OF WORK:
MANUFACTURE & INSTALL ILLUMINATED REV PAN HALO LIT CHANNEL LETTERS.

LETTER SPECIFICATIONS

RETURN DEPTH	3" 0.063 ALUM. PRE-FINISHED RETURNS
RETURN COLOR	SEE COLOR SPECS
FACE MATERIAL	ROUTED 0.080 ALUMINUM
FACE COLOR	SEE COLOR SPECS
LETTER BACKS	3/16" CLEAR POLYCARBONATE
ILLUMINATION	6500K WHITE LEDs
POWER SUPPLIES	12 V POWER SUPPLIES AS REQUIRED
PHOTOCELL	■ YES ☐ NO
SPACER DEPTH	2" **COLOR:** COLOR
FASTENERS	NON-CORROSIVE FASTENERS AS REQUIRED
BACKER	.100 ALUMINUM BACKPLATE PAINTED WHITE

*ALL PENETRATIONS SEALED WITH EXTERIOR GRADE SILICONE
* ⅞" POWER HOLE WITH HACO BUSHING

FINISHES COLOR CHART

- PANTONE 2935 C SATIN
- PANTONE 424 C SATIN

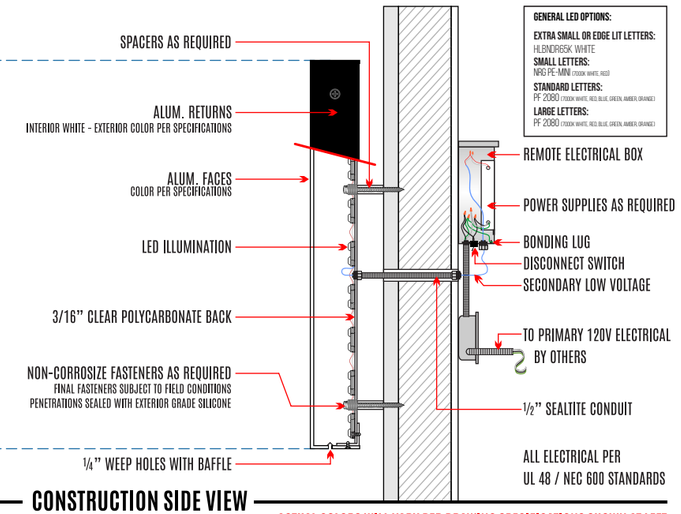
EXISTING WALL MATERIAL

CORRUGATED METAL

ELECTRICAL NOTES

KEEP LEADS LOW

3D SAMPLE VIEW



CONSTRUCTION SIDE VIEW

ACTUAL COLORS WILL VARY PER DRAWING SPECIFICATIONS SHOWN AT LEFT

REVERSE PAN HALO ILLUMINATED CHANNEL LETTER DETAIL

ELECTRICAL NOTES: PRIMARY ELECTRICAL IS NOT RUN BY MELLO SIGNS. POWER TO THE SIGN/INSTALL LOCATION MUST BE PROVIDED BY A LICENSED ELECTRICIAN. **ELECTRICAL REQUIREMENTS:** A MINIMUM OF (1) 120V 20AMP CIRCUIT REQUIRED. JUNCTION BOX TO BE INSTALLED WITHIN 6 FT OF SIGN BY LICENSED ELECTRICIAN IN ACCORDANCE WITH UL 48 / NEC 600 REQUIREMENTS.

MELLO SIGNS
990 HALTOM RD. FORT WORTH, TX 76117
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CLIENT SIGNATURE _____
PRINTED NAME _____
DATE: _____ SALESMAN INITIALS: _____

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		DATE	BY	REV #
CLIENT NAME	WILSON SOLUTIONS			
ST. ADDRESS	16301 ADDISON RD.	03-25-2025	DE	OG
CITY/STATE	ADDISON, TX 75001	03-28-2025	DE	R1
PHONE		03-31-2025	DE	R2
EMAIL				
SALESMAN	KALE			
DESIGNER	DREW			
FILE NAME	WILSON SOLUTIONS_ADDISON_TX_SIGN			

City Council Regular Meeting **5. c.**

Meeting Date: 05/27/2025

Department: Parks & Recreation

Key Focus Areas: Mobility and Connectivity
Infrastructure Development and Maintenance
Vibrant and Active Community

AGENDA CAPTION:

Present, discuss and consider action on a Resolution supporting Dallas Area Rapid Transit's (DART) application to the Texas Department of Transportation 2025 Transportation Alternatives Set-Aside call for projects to construct Phase 3 of the Cotton Belt Trail in Addison.

BACKGROUND:

The Cotton Belt Trail is a key component of the Regional Veloweb, a 2,165-mile existing, planned, and funded network of off-street shared-use paths across North Texas. Designed for cyclists, pedestrians, and other non-motorized transportation, the trail corridor will eventually connect Plano and Fort Worth, passing through Addison and link a series of key destinations and communities. The trail alignment generally follows the TexRail commuter rail project in Tarrant County and the Cotton Belt / Silver Line Rail Corridor in Dallas and Collin Counties. Along its route, the trail will link key destinations and municipalities, including two Transit-Oriented Developments (TODs) in North Richland Hills, Downtown Grapevine, DFW Airport, Old Town Coppell, Cypress Waters (Dallas), Downtown Carrollton, the planned Addison TOD and Circle District, CityLine Station (Richardson), and Downtown Plano.

In partnership with the North Central Texas Council of Governments (NCTCOG) and corridor cities, Dallas Area Rapid Transit (DART), has advanced design and construction of the trail which is located primarily within DART's right-of-way (ROW) since 2018. In September 2022, the Town of Addison applied for Transportation Alternatives (TA) Set-Aside funding to support DART’s construction of a critical segment near the Midway Road bridge. The project was later identified by NCTCOG as the top recommended project in Dallas County, resulting in an award of $12.2 million in December 2022. Construction of this segment is scheduled to begin in June 2025, starting near the Silver Line Station and extending eastward to the Dallas North Tollway. In May 2023, Addison passed a resolution supporting Phase 2, covering two key segments between Surveyor Boulevard and the Dallas North Tollway. With Addison's support, DART secured $7.1 million for this phase, with construction set to begin alongside the previously mentioned segment.

Current Action Requested – Phase 3 Resolution of Support
The proposed Resolution of Support addresses Phase 3 covers the final segment of the trail in Addison from Marsh Lane to Surveyor Boulevard. DART is coordinating with the Federal Transit Administration (FTA) to finalize engineering, funding agreements, and construction plans. If funding from TXDOT's TA Set-Aside Program is secured, it will fully cover construction costs for this final phase, with NCTCOG overseeing any potential cost overruns. Upon completion, the Town will assume responsibility for trail maintenance through a license agreement to be brought to Council at a future date.

Thanks to ongoing efforts, the design of Phase 3 of the Cotton Belt Trail in Addison is now fully funded with no requirement for a local financial match. Contributions are covered by Dallas County and the NCTCOG Regional Transportation Council. The Phase 3 project will be supported by federal transportation funds. Council support via Resolution is essential to securing funding and elevating the project to priority status. Applications for TA Set-Aside funding must be submitted to TxDOT by June 20, 2025.

FISCAL IMPACT
The design of the Cotton Belt Trail in Addison is fully funded. If DART's application is successful, construction will be funded and no additional funding for local matches associated with the project is being requested from Addison. Therefore, there will be no fiscal impact on design or construction. Maintenance costs for the trail are undetermined at this time since the project will not be completed for at least four years.

RECOMMENDATION
Administration recommends approval.

Attachments

Presentation - DART TxDOT Application Support
Resolution - DART TxDOT Application Support

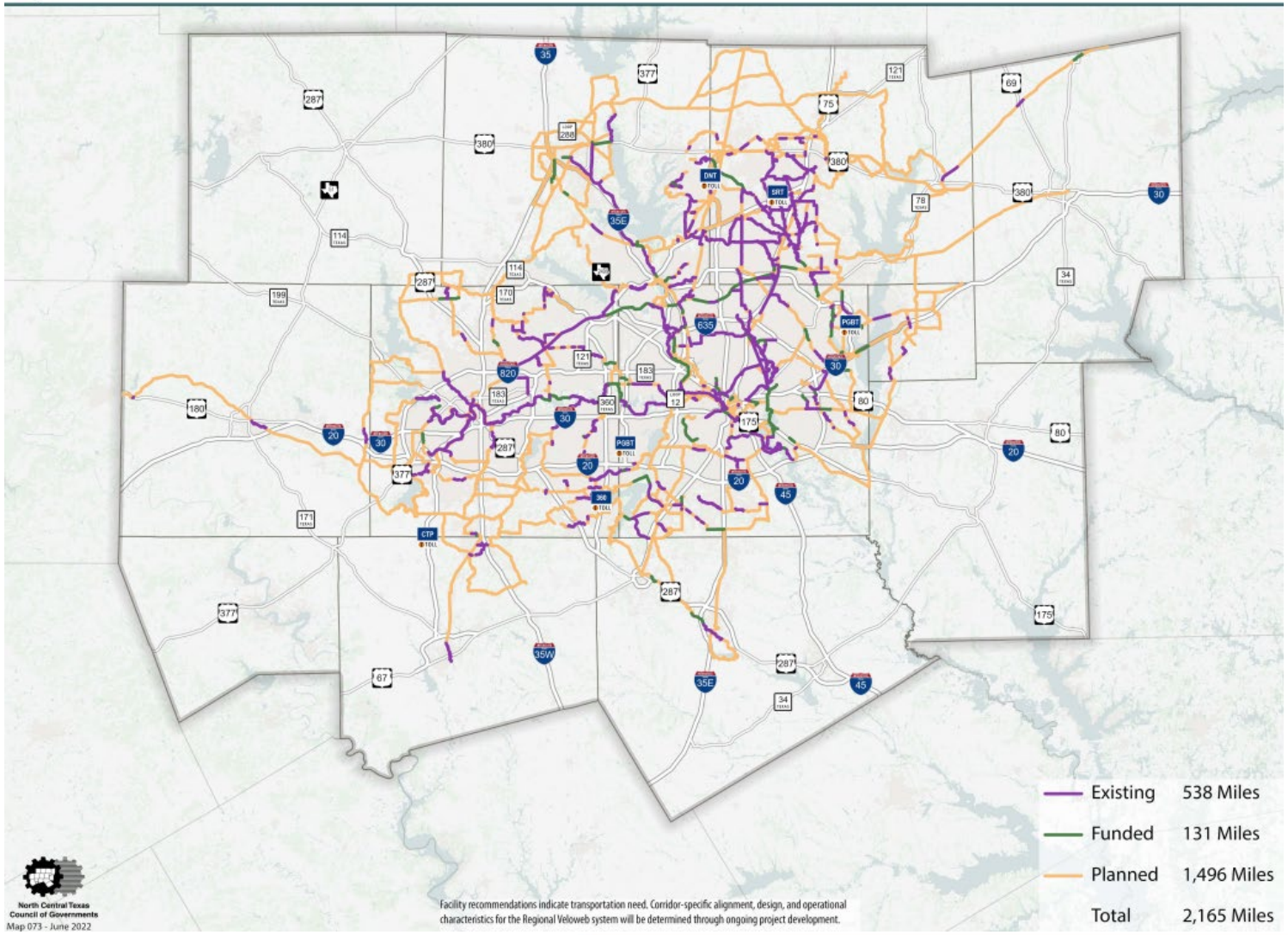
Cotton Belt Trail Update and Support For DART's Construction of Phase 3

May 27, 2025

Janna Tidwell, Director of Parks and Recreation

Background

Regional Veloweb



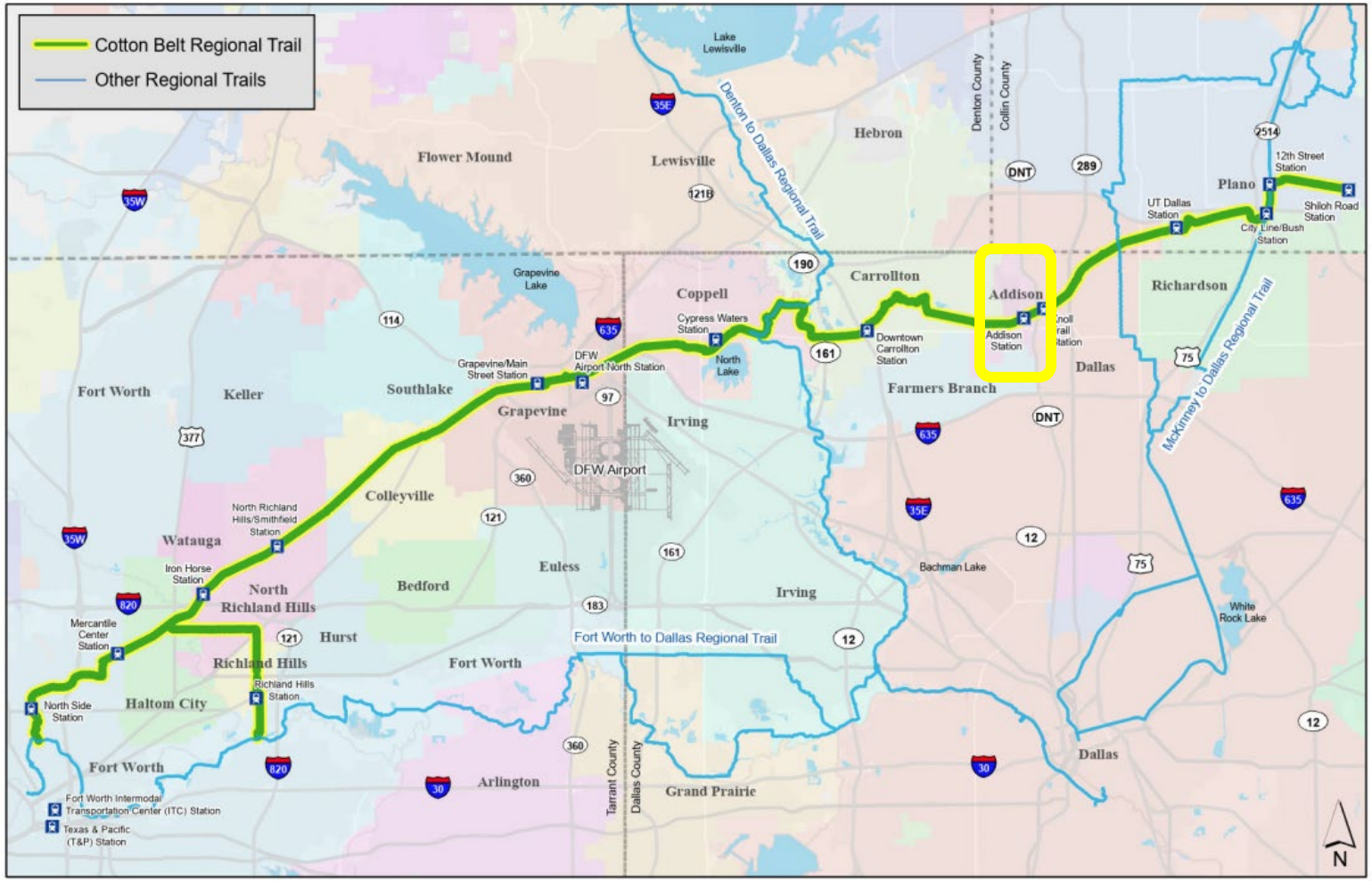
The Cotton Belt Trail is an integral part of the Regional Veloweb, a 2,165-mile existing, planned, and funded network of off-street shared-use paths across North Texas, designed to accommodate cyclists, pedestrians, and other non-motorized transportation.

The Cotton Belt Trail will ultimately connect Plano and Fort Worth, following portions of the planned TexRail commuter rail project in Tarrant County and The Cotton Belt / Dallas Area Rapid Transit (DART) Silver Line Corridor in Dallas and Collin Counties.

Background

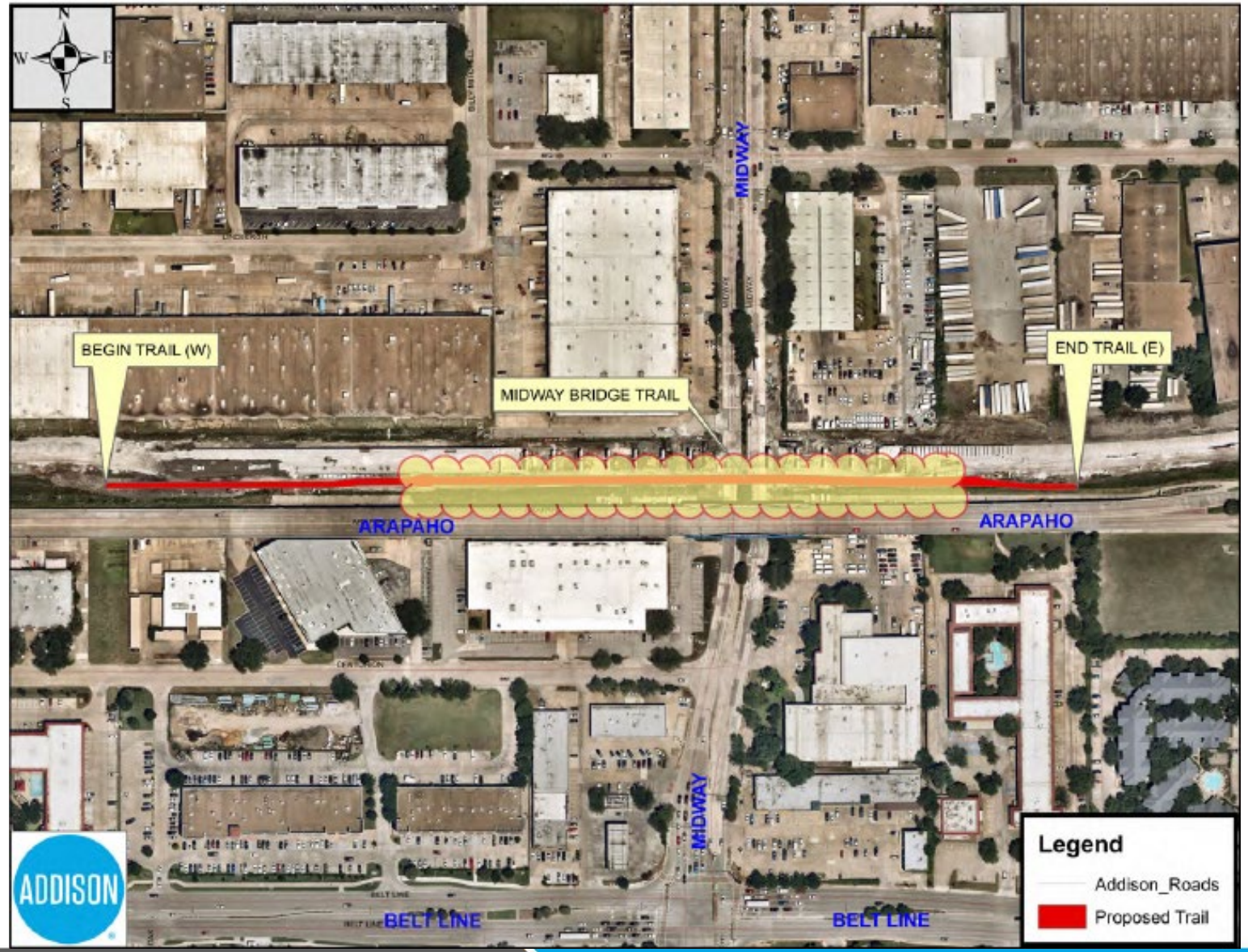
Cotton Belt Regional Trail Corridor

Total Length: 56.95 Miles



Last Update: 2/13/2024

Trail Funding - Midway Critical Bridge & Trail



- Trail and bridge section is approximately 1,800 LF
- December 2022 - Town of Addison was awarded $12,247.826 with no local match required
- TA Set-Aside funding granted to DART for construction of the trail section
- Construction is expected to begin in January 2026

Trail Funding - Phase 2 - Midway Bridge to DNT

- Trail section is approximately 5,100 LF
- September 2023 - Town of Addison was awarded $7,145,00 with required local match of $307,469
- TA Set-Aside funding granted to DART for construction of the Phase 2 trail section
- Construction expected to begin in June 2025

Trail Funding - Phase 3 - Marsh to Midway Bridge

- Trail section is approximately 2,800 LF
- Resolution of Support considered by Addison Council for DART's application to TxDOT TA Set-Aside Funding
- TxDOT TA Set-Aside Application due on June 20, 2025
- If approved, funding will be granted to DART with no local match required. Construction schedule is TBD with a TxDOT AFA agreement to come one year after award of funding.

Questions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, SUPPORTING THE DALLAS AREA RAPID TRANSIT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE CALL FOR PROJECTS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Texas Department of Transportation (TxDOT) issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, since 2018, Dallas Area Rapid Transit (DART) has worked cooperatively with the North Central Texas Council of Governments (NCTCOG) and respective cities along the Silver Line Corridor on a regional partnership to design and construct the Cotton Belt/Silver Line Rail Trail (the "Trail") within the DART owned rail right-of way; and

WHEREAS, DART has completed engineering design and environmental approvals for the Trail, and is coordinating construction of the Trail through the Federal Transit Administration (FTA) and entering into necessary agreements with FTA to construct the Trail with funding awarded for the project; and

WHEREAS, Phase 2 construction of the Cotton Belt/Silver Line Rail Trail began in May 2025 and includes a section of the Trail located within Addison east of Surveyor Boulevard; and

WHEREAS, the Program funds requested from TxDOT will be used to construct an approximately 0.6-mile portion of the Trail Phase 3 within Addison, generally from east of Surveyor Boulevard to the west side of Marsh Lane; and

WHEREAS, the Program funds require a local match, which will be contributed by Dallas County and the NCTCOG Regional Transportation Council for the portions of the Trail Phase 3 located within Addison; and

WHEREAS, NCTCOG and DART will coordinate funding for cost overruns, if any, for construction of the Trail. Upon completion, the Town of Addison will be responsible for maintenance of the Trail.

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

SECTION 1. The City Council hereby supports the Dallas Area Rapid Transit application to the Texas Department of Transportation's 2025 Transportation Alternatives Program Call for Projects, which includes funding to construct a Phase 3 segment of the Cotton Belt/Silver Line Rail Trail in the Town of Addison.

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 ***27th*** day of ***MAY***, 2025.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary