Addison City Council Meeting
October 14, 2025
Addison Town Hall
5300 Belt Line Road
Dallas, Texas 75254

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 beginning at 5:30 PM.

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

2. **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.

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

   a. Council Questions and Answers.

4. **Work Session Reports**

a. Present and discuss adding a public safety component to the Rental & Lodging Registration Program for hotels and motels based on a calculated Call for Service (CFS) ratio per room.

b. Present and discuss potential amendments to the Unified Development Code (UDC) pertaining to the creation of Parks Zoning District(s).

c. Present and discuss the operations and financial reconciliation for the 2025 Addison Kaboom Town!

COUNCIL MEETING

The Addison City Council will convene for a Council Meeting beginning at 7:00 PM in the Town Hall Council Chambers.

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

2. **Proclamations / Presentations**

   a. City Manager's Announcements.

   b. Employee Recognition.

3. **Public Comment.** The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

4. **Consent Agenda.** All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

a. Consider action on the Minutes from the September 9, 2025 Regular City Council Meeting.

b. Consider action on the Minutes from the September 23, 2025 Regular City Council Meeting.

c. Consider action on a Resolution approving a Partner Agreement with WaterTower Theatre in an amount not to exceed $380,000 in cash and in-kind contributions, and authorizing the City Manager to execute the Agreement.

d. Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Plano Symphony Orchestra and authorizing the City Manager to execute the Agreement in an amount not to exceed $10,000.

e. Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Outcry Theatre in an amount not to exceed $10,000 and authorizing the City Manager to execute the Agreement.

f. Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Accolade Community Theatre in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

g. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

h. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Metrocrest Services in an amount not to exceed $187,129 and authorizing the City Manager to execute the Agreement.

i. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Woven Health Clinic in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

j. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Jewish Family Service in an amount not to exceed $25,000 and authorizing the City Manager to execute the Agreement.

k. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Traffick911 in an amount not to exceed $15,000 and authorizing the City Manager to execute the Agreement.

l. Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Addison Arbor Foundation in an amount not to exceed $45,000, approving additional matching funding in an amount not to exceed $20,000, and authorizing the City Manager to execute the Agreement.

m. Consider action on a Resolution approving a service agreement between the Town of Addison and the Metrocrest Chamber of Commerce in an amount not to exceed $42,000 and authorizing the City Manager to execute the Agreement.

n. Consider action on a Resolution approving the purchase of a Spartan Aerial Pumper Apparatus from Metro Fire Apparatus Specialists and authorizing the City Manager to execute the purchase order in an amount not to exceed $1,993,178.00.

o. Consider action on a Resolution approving a Professional Services Agreement between the Town of Addison and CodeRyze, Inc. for contract GIS staffing services, and authorizing the City Manager to execute the agreement in an amount not to exceed $110,000.

p. Consider action on a Resolution authorizing and ratifying emergency expenditures for waterline repair services associated with a water leak on Quorum Drive that occurred on July 9, 2025, in an amount not to exceed $64,025; and authorizing the City Manager to administer the emergency repair and provide an effective date.

5. **Public Hearings.**

a. Hold a public hearing, present, discuss, and consider action on a request to rezone a 1.57-acre property, located at 4850 Airport Parkway, from Mixed-Use Center (M-4) to Mixed-Use Suburban Corridor (M-2) zoning district, for a 29-unit, fee-simple townhouse development. Case 1941-Z/4850 Airport Parkway Rezoning.

b. Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 776, that is currently zoned Planned Development (PD), through Ordinance Nos. O23-03, to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption. Case 1936-SUP/5100 Belt Line Road, Suite 776 (Flight Club).

c. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 022-25, for a 13.78± acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park, to allow for the construction of 30 fee-simple townhome dwelling units. Case 1940-Z/AMLI Treehouse, Phase 1 Amendment.

d. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 024-35, for an 8.02± acre property generally located at the southwest corner of Midway Road and Beltway Drive, to allow for the construction of 26 fee-simple townhome dwelling units. Case 1942-Z/AMLI Treehouse, Phase 2 Amendment.

6. **Items for Individual Consideration.**

a. Present, discuss, and consider action on a Resolution approving a Master Development Agreement and related definitive agreements between the Town of Addison and AMLI Residential for the AMLI Treehouse, Phase I development project, and authorizing the City Manager to execute the agreements.

b. Present, discuss, and consider action on a Resolution approving a contract agreement between the Town of Addison and Community Waste Disposal, L.P., in an amount not to exceed $339,370 for residential services and in an amount not to exceed $90,955 for facility services for a total amount not to exceed $430,325, authorizing the City Manager to execute the agreement, and providing an effective date.

c. Present, discuss, and consider action on a Resolution creating a Community Bond Advisory Committee for a proposed May 2026 Bond Election; providing for the appointment of Committee members; establishing a charge for the Committee; and providing an effective date.

d. Present, discuss and consider action on a Resolution approving an amendment to the Professional Services Agreement between the Town and GFF Design Architects dated January 7, 2025 to include Additional Service Proposal No. 1 for planning and design services for the Police and Courts Facility Project in an amount not to exceed $68,400.00, authorizing the City Manager to execute the amendment, and providing an effective date.

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

8. **Adjourn Meeting.**

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

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH

DISABILITIES. PLEASE CALL (972) 450-7017 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

Posted by: Valencia Garcia, City Secretary
Date posted: October 8, 2025 Time posted: 5:23 PM
Date removed from bulletin board: _____
Removed by: _____

2025 City Council Regular Meeting **3. a.**

Meeting Date: 10/14/2025

Department: City Manager

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.

2025 City Council Regular Meeting **4. a.**

Meeting Date: 10/14/2025
Department: Police
Key Focus Areas: Public Safety

AGENDA CAPTION:

Present and discuss adding a public safety component to the Rental & Lodging Registration Program for hotels and motels based on a calculated Call for Service (CFS) ratio per room.

BACKGROUND:

Over the past several years, the Addison Police Department has collaborated with local hotels and motels to address recurring issues that negatively affect public safety and community wellbeing. However, some locations continue to use a disproportionate amount of public safety resources, placing a persistent burden on both the department and the surrounding community. Staff collected data on each of our hotel and motel properties over the last twelve months, focusing on public safety responses. The data included:

1. The number of calls for service (CFS) per location.
2. The number of CFS per room at each location.

After reviewing the data, it was evident that a few locations account for the majority of public safety calls for service. To mitigate this issue, staff is proposing the addition of a public safety component to the Town's current Rental & Lodging Registration program for hotels and motels. This component would take into account a CFS to room ratio to place hotels and motels into tiers under the Rental & Lodging Registration program.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff requests Council direction regarding the addition of a public safety component to the Town's current Rental & Lodging Registration Program.

Attachments

Presentation - Public Safety Resources Allocation for Hotels + Motels

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Addison Hotel Public Safety Resource Allocation

October 14, 2025

Chris Freis, Chief of Police

Background

- Over the past several years, the Addison Police Department (APD) has worked with local hotels to address recurring issues that negatively impact public safety and community well-being.
- This includes a Hotel and Business Retention Unit (HBRU) that works with hotel managers and owners to address concerns.
- The HBRU found success with some properties. Other properties were resistant and actively non-compliant.
- Currently, there is no mechanism in place to address these issues other than voluntary compliance.
- Some locations continue to consume a disproportionate amount of public safety resources and place an ongoing burden on both the department and the surrounding community.

Background

Breakdown of the previous 12 months of calls for service (CFS) data:

- 22 hotel properties
- 2,015 total CFS
- Average of 92 CFS per location.
- Four properties account for 57% of the total CFS (about 1,148 CFS).

Current Methodology

APD is working with our hotel partners to address issues at their locations. This includes:

- Collaboration with the Town's Neighborhood Services and Fire teams.
  - Rental & Lodging Registration Program

- Community Engagement Officer – a Crime Prevention Through Environmental Design (CPTED) recommendation.

- Engagement of a Community Response Team (CRT).

Enforcement Options – Rental & Lodging Registration Ord.

Rental & Lodging Registration Ordinance Update

- Establish tiers for hotel and motels based upon a Calls for Service (CFS) to room ratio.
- Categorize tiers based on data over the past 12 months.
- Requirements and consequences escalate in the higher tiers.
- Hotels and motels are able to move up and down tiers on an annual basis.
- Provide an administrative appeal process for tier classification.
- Town can revoke the Certificate of Occupancy (CO) for repeated failure to comply with the program requirements.

Enforcement Options – Rental & Lodging Registration Ord.

Rental & Lodging Registration Ordinance Update

- CFS will be defined as any calls for emergency services that result in a Town employee being dispatched or directed to the hotel or motel.
    - Calls that originate from the hotel or motel itself will be excluded from the calculation of the CFS to room ratio.
- APD will provide the CFS to room ratio during the program's required annual registration.
- Based on the previous 12 months of data, staff recommends the following CFS to room ratio classification:
    - **Tier 1**: Less than or equal to 1.0 CFS / room per year.
    - **Tier 2**: More than 1.0 CFS / room per year.
    - The Town may monitor the CFS to room ratio for each hotel and motel on an ongoing basis and may change the status of any Tier 1 property during a calendar year if the CFS room ratio has increased proportionately such that the CFS room ratio, if annualized, would fall within the Tier 2 level.

Current Data

Previous 12 months of CFS data:

- The average CFS to room ratio for the hotels and motels within Addison is **0.55.**
- Currently, there are four (4) hotel and motels that are above the 1.0 CFS room ratio threshold:
  - These properties range from 1.29 to 2.22 CFS

Council Direction Requested

Should staff explore additional enforcement for hotel standards?

- If so, should staff pursue the following possible enforcement option?
  - **Local Ordinance Enforcement –** Addition of a public safety component to the Town's Rental & Lodging Registration Program.
    - **Next Steps:** Staff will bring forward an update to the current Rental & Lodging Registration Ordinance to include a Public Safety component based on defined CFS data and the CFS to room ratio.

Questions?

2025 City Council Regular Meeting **4. b.**

Meeting Date: 10/14/2025

Department: Development Services

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss potential amendments to the Unified Development Code (UDC) pertaining to the creation of Parks Zoning District(s).

BACKGROUND:

The Town of Addison first engaged Clarion Associates in 2019 to review and update the Town's "development regulations," including ordinances for zoning, subdivision of land, signs, and related issues. The Unified Development Code (UDC) consolidated and updated the regulations into one document that is clear, enforceable, and helps implement the Town's shared vision for the future.

The UDC was adopted by the City Council on March 25, 2025, and the new zoning map was adopted on August 12, 2025, with an effective date of September 1, 2025. During the approval process of the new zoning map, there was discussion regarding the potential modification or creation of a new zoning district related to public parks. Staff has prepared options for possible amendments to the UDC to address parks. Additional information pertaining to the UDC can be found on the project website at www.addisonudc.org.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff seeks Council direction on how to proceed with possible amendments to the Unified Development Code.

Attachments

Presentation - UDC Parks Zoning

UDC Amendments

October 14, 2025

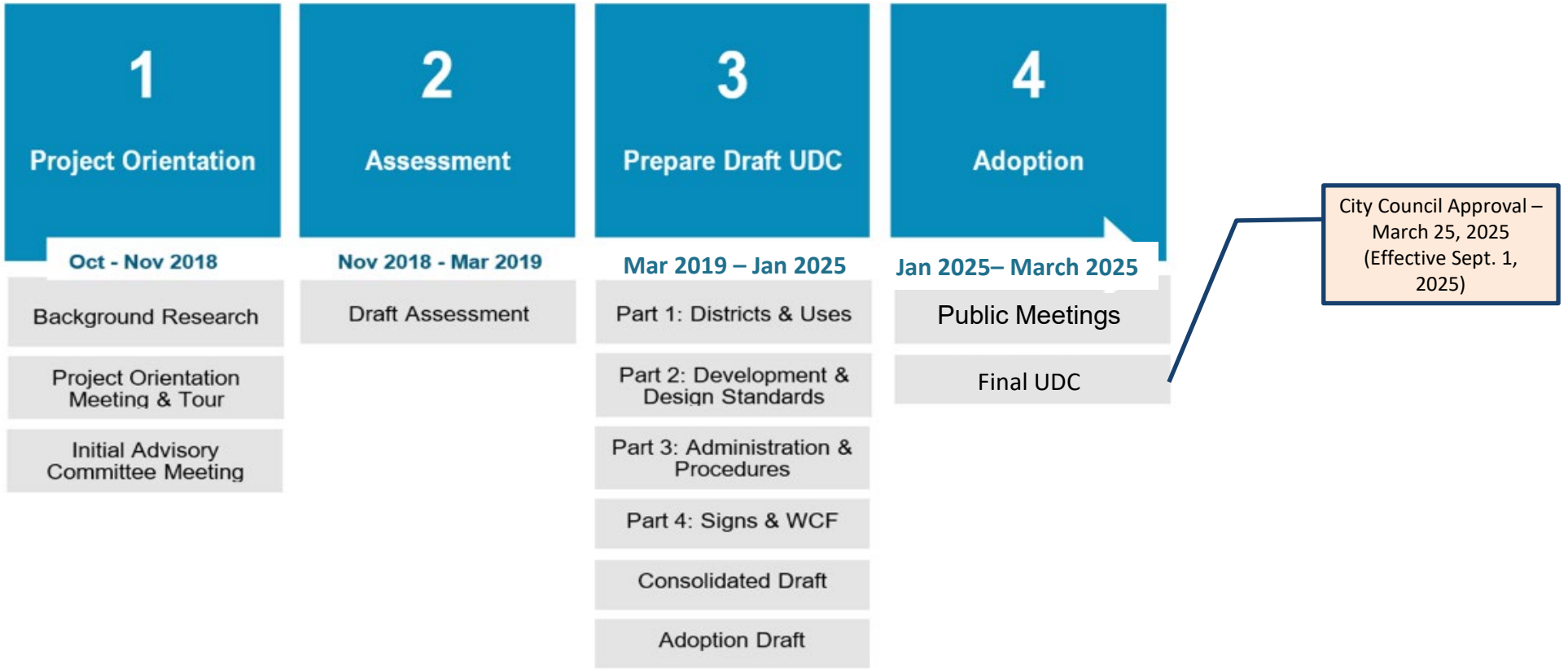
Lesley Nyp, Director of Development &
Neighborhood Services

UDC Amendment Discussion

- Background
- Parks District History & Recap
- Comparison Cities
- Amendment Options

UDC Background

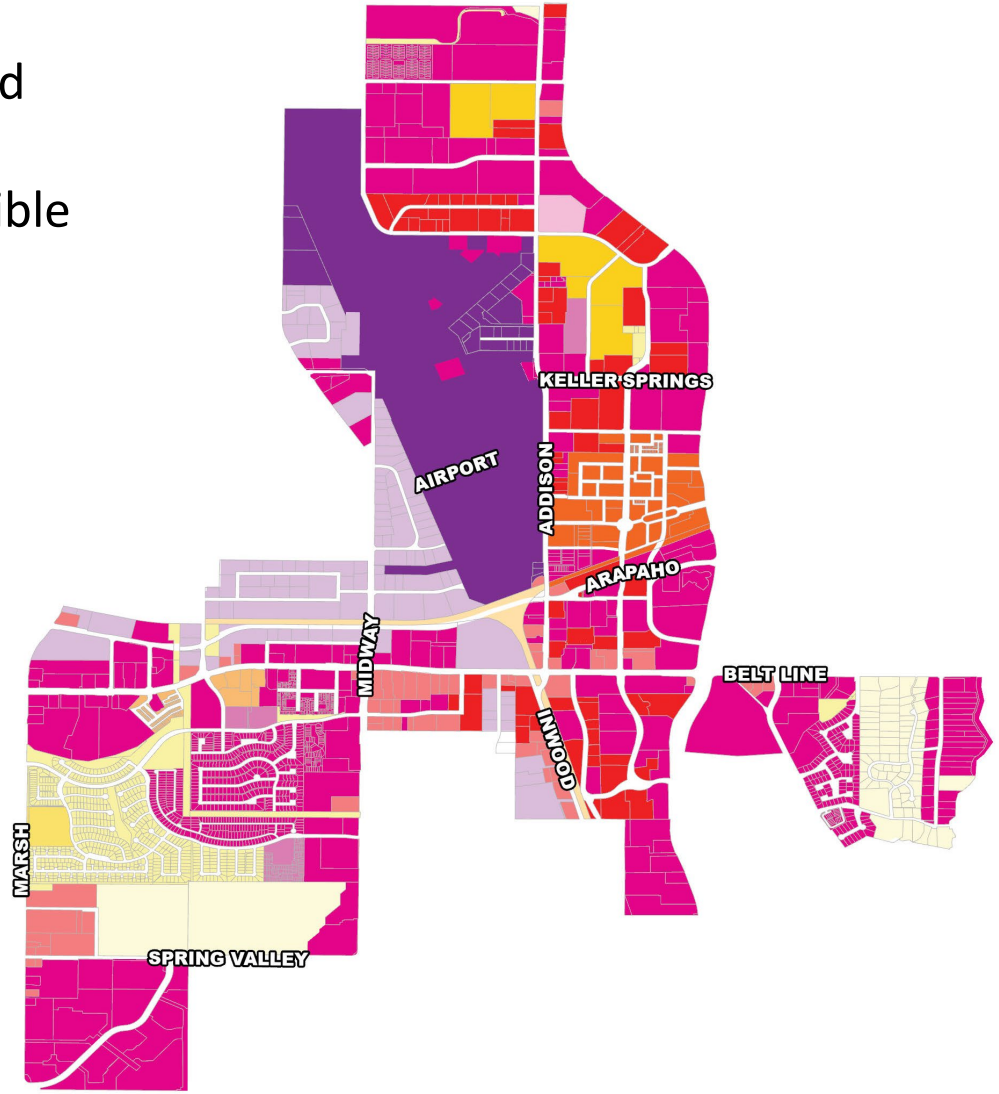
- The Unified Development Code (UDC) was approved by City Council on March 25, 2025. To apply the new code, City Council adopted the new zoning map on August 12, 2025. The UDC became effective on September 1, 2025.



Adopted Zoning Map

- During the adoption of the zoning map, Council shared concerns about the zoning of our public parks.
- Staff has brought back this discussion to explore possible amendments to the UDC to address these concerns.

R-1	M-1	CL	PD
R-2	M-2	CG	PD-CC
R-3	M-3	LI	PD-TH
A	M-4	AA	



Current Zoning Map

Addison Zoning Districts (UDC)

- Previous Town zoning ordinances did not introduce a parks zoning district; however, the zoning map was erroneously updated.
- The UDC did not introducing a parks zoning district. Parks are allowed by right in all zoning districts. This allows each park to be used and developed in a manner most compatible with the adjacent uses.
- Parklands are currently protected under Town Charter and State law.

Table 3.1-1: Summary Table of Zoning Districts

Zoning District	Section
Residential Districts	
R-1- Residential	3.4.1
R-2 - Residential	3.4.2
R-3 - Residential	3.4.3
Mixed-Use Districts	
M-1 - Mixed-Use Neighborhood	3.5.1
M-2 - Mixed-Use Suburban Corridor	3.5.2
M-3 - Mixed-Use Urban Corridor	3.5.3
M-4 - Mixed-Use Center	3.5.4
Nonresidential Districts	
CL - Commercial Limited	3.6.1
CG - Commercial General	3.6.2
LI - Light Industrial	3.6.3
AA - Addison Airport	3.6.4
Planned Development Districts	
PD - Planned Development	3.7
Overlay Districts	
AO - Airport Overlay	3.8.1
Legacy Districts	
A - Apartment Dwelling	8.1
PD-TH Planned Development Townhouse/Condominium	8.2
PD-CC Planned Development Condominium Conversions	8.3

UDC Zoning Districts – effective Sept. 1, 2025

Parkland Protection

- Publicly owned parks are protected by State law and the Town Charter. The zoning of the area in which they lie does not affect those protections. Pursuant to State law and the Town's Charter, **the City Council cannot dispose of parkland for development without a referendum, regardless of any current or future zoning designation**. Generally, only after notice, a hearing, and an election have been held, assuming the voters approve the sale, may a city sell a park.
- Tex. Loc. Gov't Code § 253.001(b) states that "land owned, held, or claimed as a public . . . **park may not be sold unless the issue of the sale is submitted to the qualified voters**." Tex. Gov't Code § 1508.006(a)(2) also prohibits the sale or lease of a park without an election.
- The Town Charter also protects parklands in accordance with State law. Section 11.22 of the Charter states as follows:
  - "The Town of Addison may acquire and appropriate land inside or outside of the Town of Addison for the purpose of establishing, laying out or enlarging any parks, parkways or pleasure grounds. Land owned, held or claimed as a public park or recreation land may not be sold, leased or otherwise conveyed unless the issue of such sale, lease or conveyance is submitted to the qualified voters of the municipality at an election and is approved by a majority of the votes received at the election."



- If not approved, the parkland cannot be sold.

Comparator Cities

City	Park Specific Zoning District?	Notes	Link to Code or Map
Addison	No	To staff's knowledge, Addison has never adopted a park or open space zoning district.	Addison – Zoning Districts
Allen	No	Does not have a dedicated park or open space district. Has an Agricultural-Open Space (A-O) district, which is intended for undeveloped or vacant land or agricultural uses. Parks are permitted in all residential districts and the following non-residential districts; Agriculture-Open Space, Garden Office, Office, and Community Facilities.	Allen – Zoning Districts
Carrollton	No	Parks are permitted in all districts.	Carrollton – Zoning Districts / Land Use
Coppell	No	Does not have a dedicated park or open space district. Has an Agricultural (A) district, which is intended for undeveloped or vacant land or agricultural uses. Parks are not permitted within the Agricultural district.	Municode – 23 Districts
Farmers Branch	No	Parks allowed in all districts except "Institutional-Religious Uses District (I-RU)".	Municode – Chapter 94 Zoning
Flower Mound	No	Has a "Water Recreation (WR)" district and a "Recreational (REC)" district. The WR district is to accommodate water recreational opportunities along Lake Grapevine. The REC district is to accommodate public and private recreational uses. Public Park is allowed in the WR district; however, it is not allowed in the REC district. Public Parks are allowed in all other districts.	Municode – Park Land
Frisco	No	Does not have a dedicated park or open space district. Has an Agricultural (AG) district, which is intended for undeveloped or vacant land or agricultural uses. Not exclusively used for parks. Parks permitted in all zoning districts.	eCode360 – Zoning Ordinance
Grapevine	No	Parks are permitted in all districts.	Grapevine Zoning – Appendix A

Comparator Cities

City	Park Specific Zoning District?	Notes	Link to Code or Map
Highland Park	No	Parks are permitted in all districts except "County Club-Golf Course District (CC)".	eCode360 – Zoning Ordinance
Irving	No	Does not have a dedicated park or open space district. Has an Agricultural (AG) district, which some parks are zoned, however, many parks are not. Other private rural or agricultural uses are also zoned as AG.	Irving - Zoning Districts
Lewisville	No	Includes Agricultural - Open Space (AO) and Public Use (PU) districts. The AO district is intended to provide for farming, pasturage, horticulture and other related agricultural uses, or to act as a temporary zoning classification upon annexation of property into the City. It is anticipated that all property in AO districts will be changed to other zoning district classifications as the city proceeds towards full development. The PU zoning district is intended to accommodate a wide variety of public, educational and governmental buildings, services and activities – not exclusive to parks.	Article 2: Zoning
McKinney	No	Does not have a dedicated park or open space district. Has an Agricultural (AG) district, which some parks are zoned, however, many parks are not. It appears that the AG district is used primarily in undevelopable areas due to floodplain. Other private rural or agricultural uses are also zoned as AG. Also has a Governmental Complex (GC) district, however, not intended for or consistently used for public parks. Public parks are permitted by right in all zoning districts.	GIS – Zoning Districts / UDC
Plano	No	Has Agricultural (A) District, however, specifically used for agriculture uses, not parks.	Plano – Zoning Districts and Uses
Richardson	No	Public facilities are allowed in all districts.	Richardson – Zoning Atlas
University Park	No	Parks and recreation facilities are allowed in all districts except for the "Parking District" and "University Campus 3 & 4 Districts".	City – Zoning Map & Uses

Other Cities

City	Park Specific Zoning District?	Notes	Link to Code or Map
Starbase, TX	Yes / No	Establishes Open Space (OS) district. The intent is to provide an area for open space. Allows Open Space, Park and Recreation Facilities, and Recreational Game Courts. These uses are also allowed in the Mixed-Use District. Starbase only has three zoning district within their zoning ordinance; Heavy Industrial, Mixed-Use, and Open Space.	Starbase Zoning Ordinance
Texas City, TX	Yes / No	Establishes Open Space (O) district. The intent is to provide for land within the city limits where are not subdivided or relatively undeveloped. It is anticipated that all O districts will be rezoning prior to full development. Public utility uses and public parks and recreation uses are permitted by right in this district. Public utility, parks, and recreation uses are also allowed in other districts.	Texas City Zoning District
Aurora, CO	No (*Overlay Used*)	Establishes a City Parks Overlay (CPO) district. The intent is to provide a designation of the intended use for means of public park or recreation purposes. Specifically used on land that has been acquired by the City through donation, dedication, purchase, deed, condemnation, or other means. This standard requires referendum to convey land and continuity of park master plans and development criteria manual. Parks and open space are permitted in all zoning district.	Aurora Zoning District
Colorado Spring, CO	Yes	Establishes a Public Parks (PK) district. The intent is to set aside land for public recreation and open space. Requires compliance per Parks Master Plan and Comprehensive Plan. Parks are allowed in nearly all zoning districts.	Colorado Springs Zoning District
Birmingham, AL	Yes	Establishes three new open space districts; Open Space Neighborhood and Greenway (OS-NG), Open Space Regional Park (OS-RP), and Open Space Natural Areas (OS-NA). The intent of these districts is tailored to small neighborhood parks, regional destination parks, and conservation efforts to protect natural resources. Parks are allowed in nearly all zoning districts.	Birmingham Zoning Ordinance / Land Use Table

Parks Zoning Districts

Most cities do not establish a dedicated “Parks” zoning district in their development codes.

- Parks are generally considered a compatible land use in all zoning districts, so they are already allowed throughout the community without needing a special district.
- Additionally, zoning is designed primarily to regulate private property, while parkland is publicly owned and already protected through stronger tools such as deed restrictions, City Charter provisions, State law, and adopted parks and recreation master plans.

Creating a specific “Parks” district could also limit flexibility, since parks often contain a wide range of uses—from playgrounds and trails to recreation centers and amphitheaters—that would be difficult to regulate under a single set of zoning standards.

- It could also create unnecessary nonconformities, since many existing parks are currently zoned residential or commercial.
- For these reasons, municipalities rely on public ownership, charter requirements, and long-term planning documents to preserve and guide parkland, rather than a stand-alone zoning district.

Amendment Options

Staff has prepared information pertaining to the following options:

1. No change (keep as adopted);
2. Parks Overlay Zoning District; or
3. Develop New Parks Zoning Districts.

UDC Amendment – Option 1

- **No code change (keep as adopted)**
  - Can add representation on maps to identify parks and public facilities.

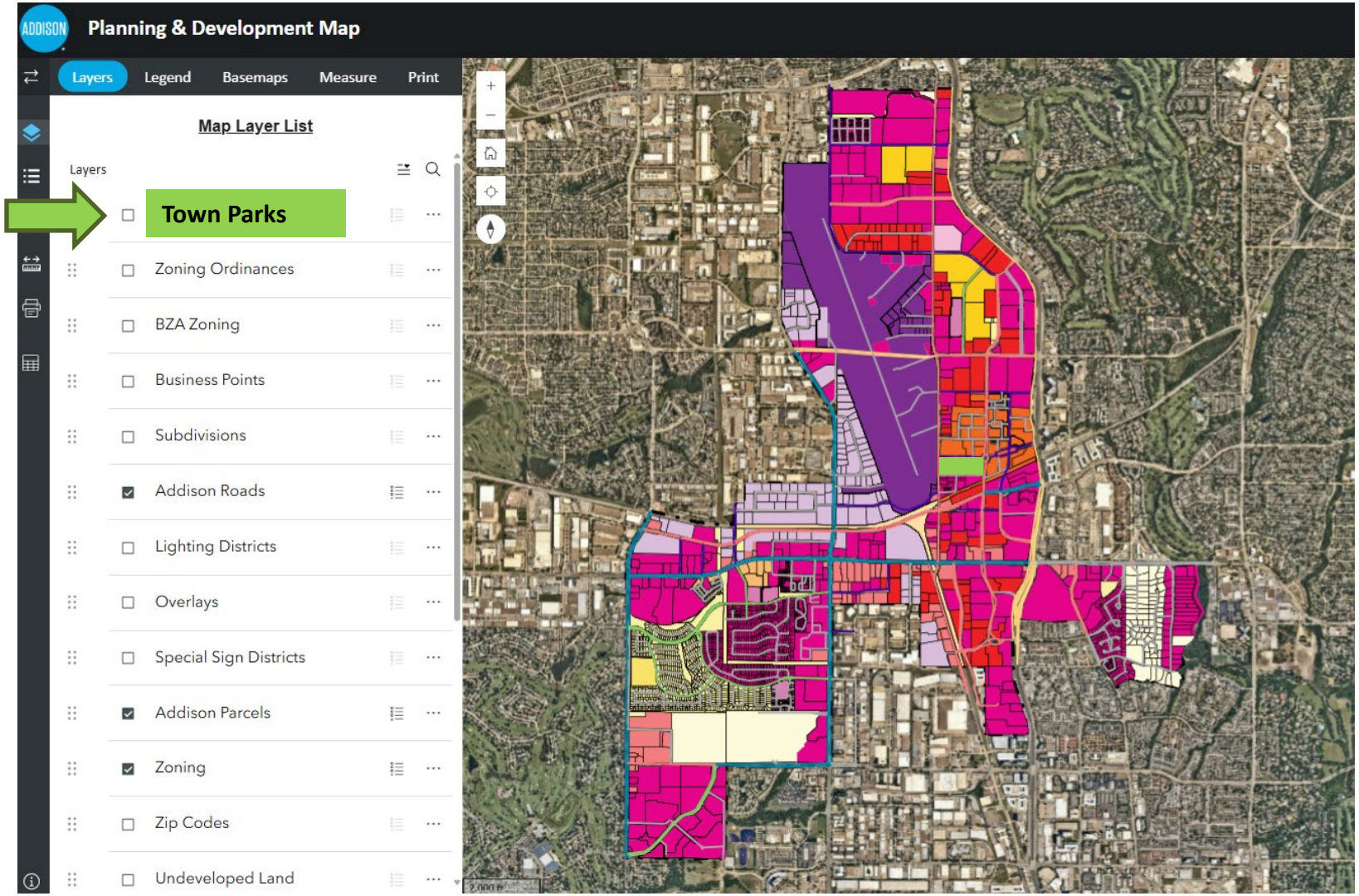
Table 4.2-1: Table of Allowed Uses

P = permitted use **S** = Special Use Permit required **A** = accessory use **T** = temporary use
Blank Cell = prohibited use

	Residential			Mixed-Use				Nonresidential				Use-Specific Standards
	R-1	R-2	R-3	M-1	M-2	M-3	M-4 [1]	CL	CG	LI	AA	
Public, Institutional, and Civic Uses												
Community and Cultural Facilities												
Club or lodge					S	S	S	S	S		S	
Day care center, adult or child				S	P	P	P	P	P	A	A	4.3.3.A
Day care home, adult or child	A	A	A	A	A	A	A					4.3.3.B
Funeral facility								P	P			
Library				P	P	P	P	P	P	P	S	
Museum				P	P	P	P	P	P	P	S	
Park or open space, active	P	P	P	P	P	P	P	P	P	P		
Park or open space, passive	P	P	P	P	P	P	P	P	P	P		4.3.3.C
Place of worship	S	S	S	S	P	P	P	P	P	P	S	
Police, fire, or rescue facility (private)				S	S	P	P	P	P	P	S	
Police, fire, or rescue facility (public)	S	S	S	S	S	P	P	P	P	P	S	4.3.3.D

UDC Table of Allowed Uses – effective Sept. 1, 2025

UDC Amendment – Option 1 Example



https://experience.arcgis.com/experience/e6f7d540e55048e69e0ed69ef791536e#data_s=id%3AdataSource_3-191a5388fe2-layer-17%3A5468

UDC Amendment – Option 1

- **No Code Changes (keep as adopted)**
  - **Considerations**:
    - No additional modifications needed.
    - Consistent with other municipalities in the region.
    - Zoning would not provide any additional preservation measures beyond what already exist in State law and Town Charter.
    - Would limit creation of nonconformity.
    - Allows public parks in all districts and design / programming defers to Parks, Recreation, and Open Space Plan or other studies / plans.

UDC Amendment – Option 2

- **Parks Overlay Zoning District**
  - Allows parks in all zoning districts (as shown) but the overlay district clearly identifies public parks.
  - Could impose additional or more restrictive standards as deemed appropriate.
  - Would be represented with unique overlay symbology on map (example below).



Table 4.2-1: Table of Allowed Uses

P = permitted use **S** = Special Use Permit required **A** = accessory use **T** = temporary use
Blank Cell = prohibited use

	Residential			Mixed-Use				Nonresidential				Use-Specific Standards
	R-1	R-2	R-3	M-1	M-2	M-3	M-4 [1]	CL	CG	LI	AA	
Public, Institutional, and Civic Uses												
Community and Cultural Facilities												
Club or lodge					S	S	S	S	S		S	
Day care center, adult or child				S	P	P	P	P	P	A	A	4.3.3.A
Day care home, adult or child	A	A	A	A	A	A	A					4.3.3.B
Funeral facility								P	P			
Library				P	P	P	P	P	P	P	S	
Museum				P	P	P	P	P	P	P	S	
Park or open space, active	P	P	P	P	P	P	P	P	P	P		
Park or open space, passive	P	P	P	P	P	P	P	P	P	P		4.3.3.C
Place of worship	S	S	S	S	P	P	P	P	P	P	S	
Police, fire, or rescue facility (private)				S	S	P	P	P	P	P	S	
Police, fire, or rescue facility (public)	S	S	S	S	S	P	P	P	P	P	S	4.3.3.D

UDC Table of Allowed Uses – effective Sept. 1, 2025

UDC Amendment – Option 2

What is an overlay zoning district?

- An overlay zoning district is like an extra layer of rules placed on top of the existing zoning for a specific area. The base zoning (such as residential, commercial, or industrial) still applies, but the overlay adds special standards or protections for that location.

- The UDC allows for the creation of overlay zoning districts (which would still require City Council action) and would also amend the zoning map.
- Approval process would require Town-wide notice, and two public hearings (Planning & Zoning Commission and City Council) for approval.

3.3.2. Overlay Zoning Districts

A. Overlay zoning districts are established by an amendment to the Official Zoning Map (see §§2.5.2: *Rezoning* and 2.5.3: *Rezoning to Planned Development (PD)*). They are superimposed over one or more underlying base or planned development zoning districts. If the standards for an overlay district expressly conflict with those for an underlying base zoning district, planned development district, or another overlay district, the more restrictive standards shall apply.

B. §3.8: *Overlay Districts*, identifies the overlay zoning districts and establishes each overlay district's purpose and the standards that modify those of underlying districts.

UDC Amendment – Option 2

- **Parks Overlay Zoning District**
  - **Benefits**:
    - Change would allow parks or other public property to be clearly represented on map and within UDC.
    - Anticipated this amendment could be executed by staff.
    - Would limit the creation of nonconformity if base district still existed.
    - Overlay district could impose additional standards as desired.
    - Less complex than adoption of new zoning district.

  - **Challenges**:
    - Would add administrative burden to apply overlay district for new parkland.
    - Could impede flexibility for park design or programming, depending on how overlay is adopted.

UDC Amendment – Option 3

- **New Parks Zoning District**
  - Creating a new parks zoning district would include prescribing allowed land uses and development standards.
  - Parks would be represented as their own district with unique symbology on the zoning map, like the former zoning map.
  - Would require thorough evaluation of all parks to limit creation of nonconformity on public land or on adjacent properties.
  - Approval process would require Town-wide notice, and two public hearings (Planning & Zoning Commission and City Council) for approval.

Table 4.2-1: Table of Allowed Uses

P = permitted use **S** = Special Use Permit required **A** = accessory use **T** = temporary use
Blank Cell = prohibited use

	Residential			Mixed-Use				Nonresidential				Use-Specific Standards
	R-1	R-2	R-3	M-1	M-2	M-3	M-4 [1]	CL	CG	LI	AA	
Public, Institutional, and Civic Uses												
Community and Cultural Facilities												
Club or lodge					S	S	S	S	S		S	
Day care center, adult or child				S	P	P	P	P	P	A	A	4.3.3.A
Day care home, adult or child	A	A	A	A	A	A	A					4.3.3.B
Funeral facility								P	P			
Library				P	P	P	P	P	P	P	S	
Museum				P	P	P	P	P	P	P	S	
Park or open space, active	P	P	P	P	P	P	P	P	P	P		
Park or open space, passive	P	P	P	P	P	P	P	P	P	P		4.3.3.C
Place of worship	S	S	S	S	P	P	P	P	P	P	S	
Police, fire, or rescue facility (private)				S	S	P	P	P	P	P	S	
Police, fire, or rescue facility (public)	S	S	S	S	S	P	P	P	P	P	S	4.3.3.D

UDC Table of Allowed Uses – effective Sept. 1, 2025

UDC Amendment – Option 3

- **New Zoning District**
  - **Benefits**:
    - Change would allow parks or other public property to be clearly represented on map and within UDC.
    - Parks district would have clearly defined land use and development standards.

  - **Challenges**:
    - Would add administrative burden to apply new zoning districts for new parkland.
    - Recommend re-engaging consultant (Clarion Associates) due to complexity and added review by land use experts to avoid conflict with State law.
    - Time commitment would be more significant to complete amendments and evaluation of all existing parks to ensure we do not create nonconformity of public land or on adjacent properties.
    - Higher risk of creating nonconformity for public land and for adjacent properties than Option 2.
    - Could impede flexibility for park design or programming depending on how the district is adopted.

Option 2 vs. Option 3

Option 2 – Overlay District

- Can be clearly represented on maps & in UDC.
- Can impose additional use or development standards.
- Process: Town-wide Notice + Public Hearings.
- Could limit flexibility.
- Add additional administrative burden + cost.
- **Anticipated to be completed by staff.**
- **Less complex drafting process.**
- **Less risk of nonconformity.**
- **Amendments be completed more quickly.**

Option 3 – New Zoning District

- Can be clearly represented on maps & in UDC.
- Can impose additional use or development standards.
- Process: Town-wide Notice + Public Hearings.
- Could limit flexibility.
- Add additional administrative burden + cost.
- **Anticipated to need support from consultants.**
- **More complex drafting process.**
- **Higher risk of nonconformity.**
- **Amendments will take longer to complete.**

If the City Council would like to proceed with introducing a designation for parks within the UDC, staff recommends utilizing an overlay district (Option 2).

Summary

Staff seeks direction from City Council on how to proceed with possible amendments to the UDC, options may include:

1. No change – keep as adopted;
2. Overlay Zoning District; or
3. Develop New Zoning Districts.

2025 City Council Regular Meeting **4. c.**

Meeting Date: 10/14/2025
Department: Special Events
Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss the operations and financial reconciliation for the 2025 Addison Kaboom Town!

BACKGROUND:

Addison Kaboom Town!® is a major festival produced by the Town annually to promote tourism while supporting Addison hotels, restaurants, and other businesses. It continues to be one of the nation's most impressive and unique Independence Day celebrations. The festivities kick off with the Addison Airport Airshow, followed by a spectacular fireworks display that can be viewed town-wide from restaurant watch parties, hotel balconies, or the award-winning festival in Addison Circle Park. The event celebrated its 40th Anniversary this year and was held July 3, 2025.

Overall revenue for 2025 increased by 45% over last year. Expenses also increased, with the most notable areas of increase being rental costs associated with additional tables and chairs, barriers, and fencing. There was also a $75,000 increase in the costs of fireworks for the event, which was approved at the February 25, 2025 Regular City Council Meeting.

FISCAL IMPACT

Addison Kaboom Town! is funded by the Hotel Fund and was included in the FY2025 budget.

RECOMMENDATION

Information only. No action required.

Attachments

Presentation - Kaboom Town! 2025 Wrap Up

2025 Kaboom Town! Wrap-Up

October 14, 2025

Abby Morales, Director of Special Events & Theatre

ADDISON KABOOM TOWN!



A WEEKEND OF FLIGHTS

Flights in the sky --- & in your glass and on your plates, too!



SIGHTS

Must-see sights, insta-worthy stops and local charm!



& AN AMAZING NIGHT

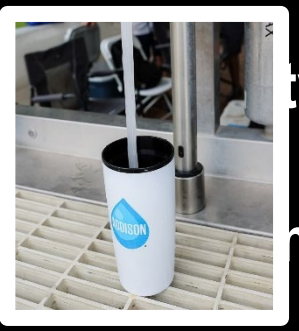














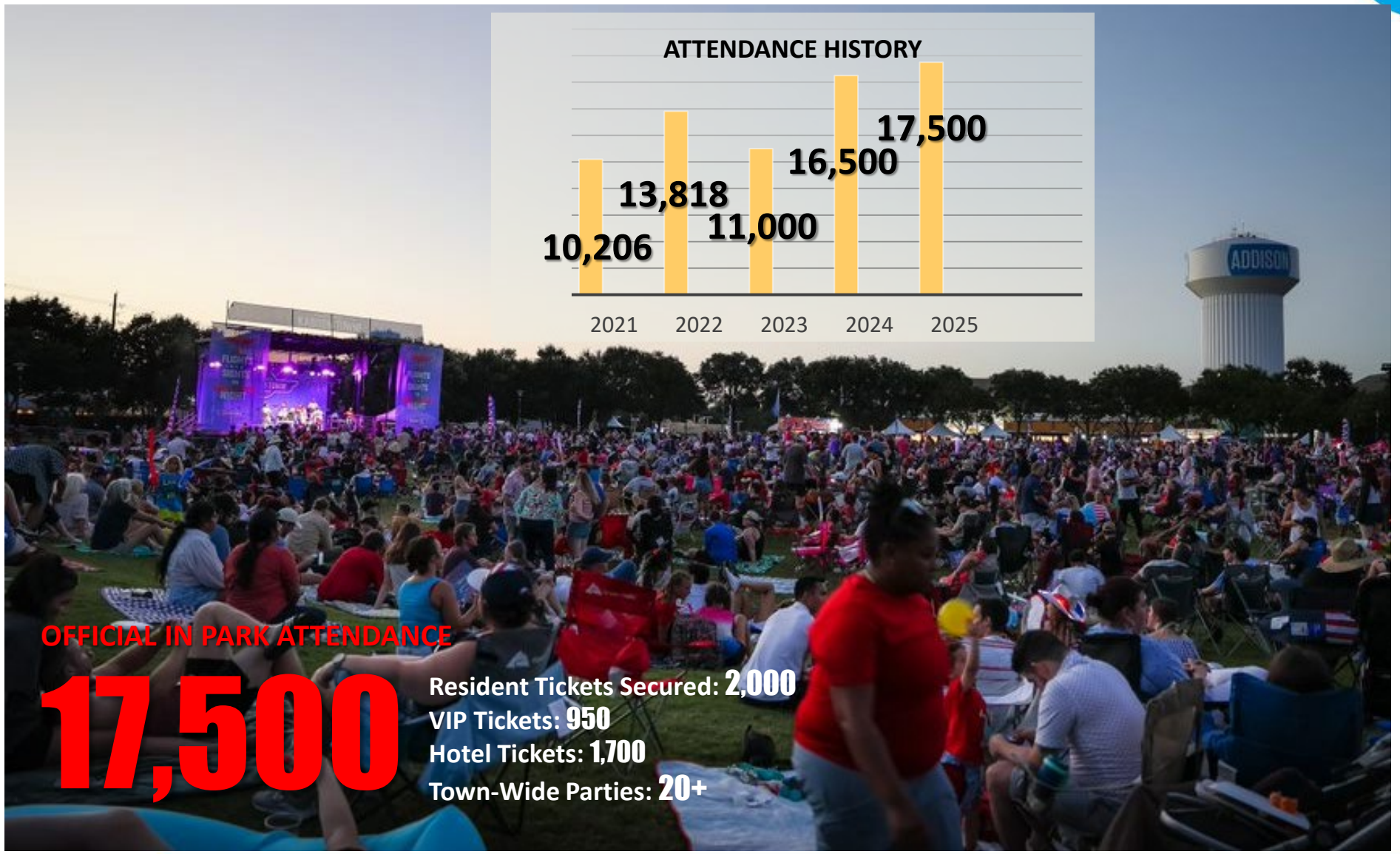




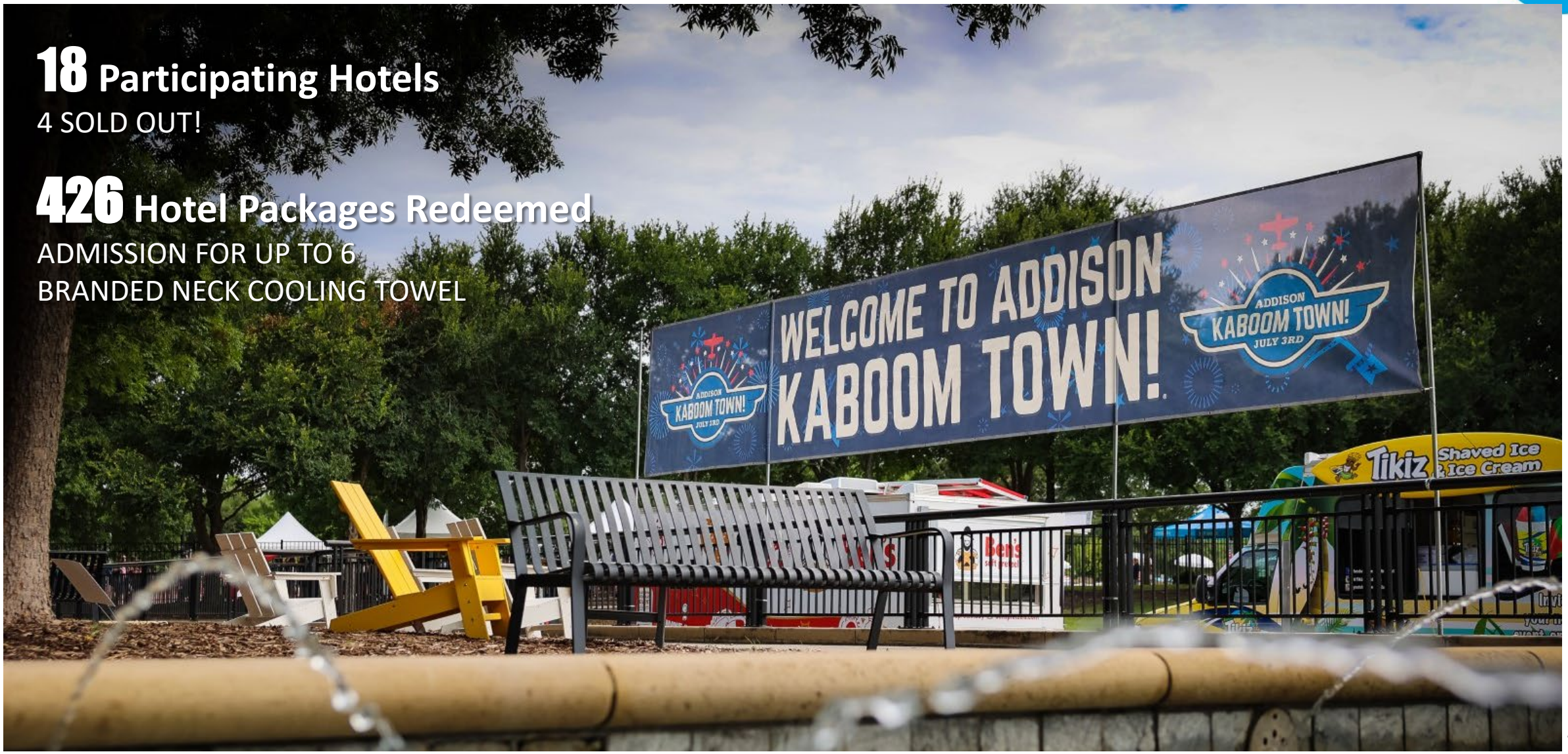



ATTENDANCE


ADMIT ONE
GENERAL ADMISSION
$10
5PM TO 11PM
ADDISON CIRCLE PARK
81%
REDEMPTION RATE
ADDISON
KABOOM TOWN!
JULY 3RD
40 YEARS
ADDISON
STAR 102.1
KDAF CW33


ATTENDANCE HISTORY
10,206
13,818
11,000
16,500
17,500
2021
2022
2023
2024
2025
ADDISON
OFFICIAL IN PARK ATTENDANCE
17,500
Resident Tickets Secured: 2,000
VIP Tickets: 950
Hotel Tickets: 1,700
Town-Wide Parties: 20+

HOTELS



18 Participating Hotels

4 SOLD OUT!

426 Hotel Packages Redeemed

ADMISSION FOR UP TO 6

BRANDED NECK COOLING TOWEL

FOOD & BEVERAGE



TOTAL FOOD + BEVERAGE GROSS SALES:

$225,750

CONCESSIONAIRE AVE:

14 PARTICIPATING

$16,125

BEVERAGE GROSS SALES:

$67,300

REVENUE

	TOTAL REVENUE 2025	TOTAL REVENUE 2024
	$273,179	**$188,157**
ADMISSIONS: ONLINE + WALK-UP SALES	$148,597	$119,845
SPONSORSHIP: CASH ONLY --- IN-KIND TOTAL: $	$53,500	$29,000
FOOD / BEVERAGE: 20% REV SHARE	$45,149	$37,793
VENDORS / MISC: MERCH SALES, VENDOR & MISC REVENUE	$25,933	$1,519

45% INCREASE



EXPENDITURES

TOTAL EXPENDITURES 2025

$596,446

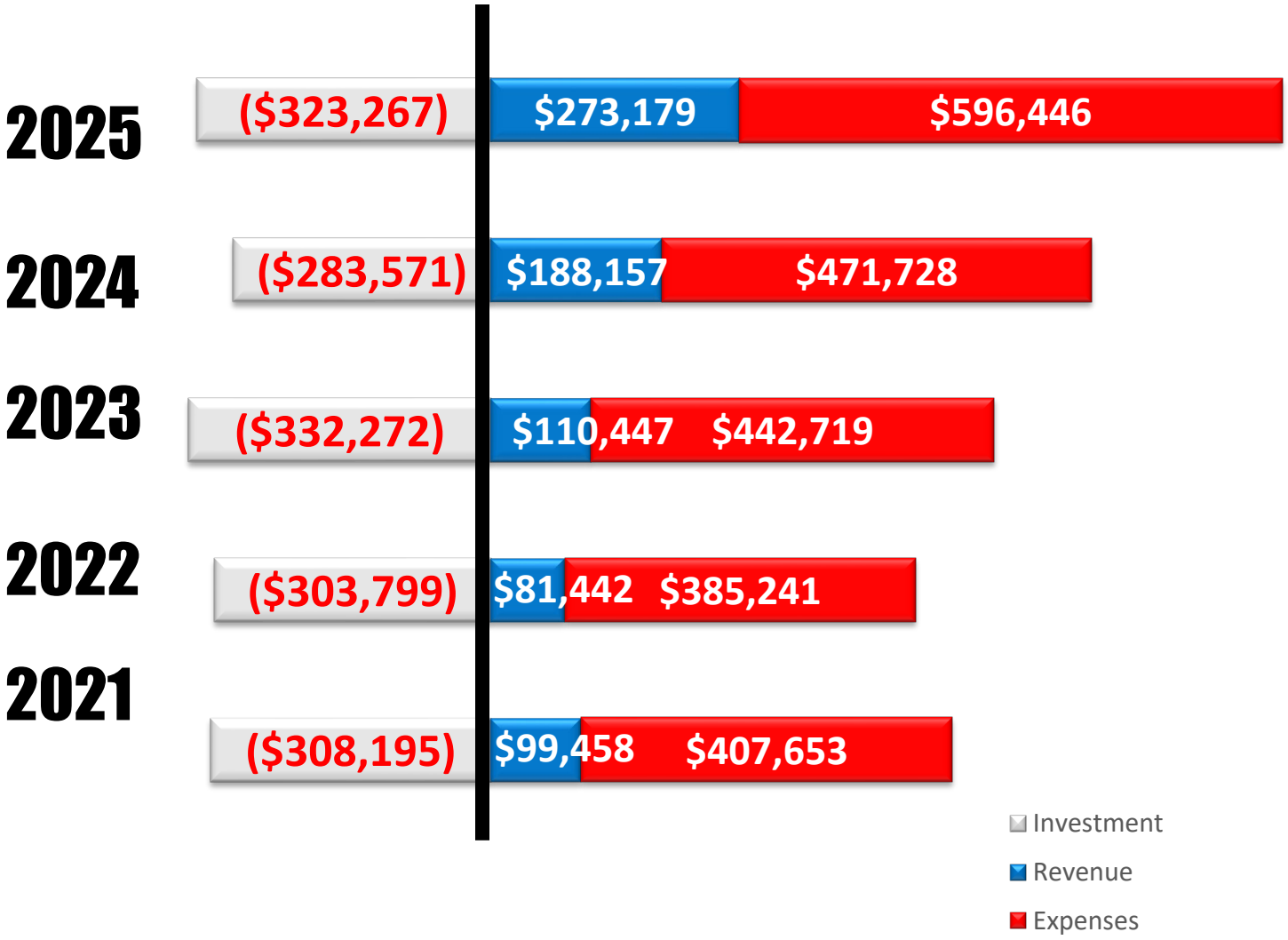
TOTAL EXPENDITURES 2024

$471,728



	2025	2024
CONTRACTUAL SERVICES: TRASH, ELECTRIC, STAGE PROD, TICKET SCANNERS, PARKING	$104,338	$117,887
RENTALS: TENTS, RESTROOMS, FENCING, GOLF CARTS, GAMES, EQUIPMENT, DÉCOR	$116,811	$76,202
FIREWORKS:	$150,000	$75,000
STAFF COMPENSATION: INCLUDES OT + RETIREMENT	$47,670	$57,470
ENTERTAINMENT: PERFORMERS, AGENCY FEES, EMCEES	$36,600	$40,100
OUTSIDE SECURITY: SECURITY, OUTSIDE PD, BOMB DOGS	$50,308	$43,709
REDEMPTION / MISC: KIDS AREA, SIGNAGE, CREDENTIALS,FOOD/BEVERAGE REDEMPTION - VIP	$67,381	$41,062
CREDIT CARD FEES:	$23,338	$20,298

5-YEAR COMPARISON





QUESTIONS?



2025 City Council Regular Meeting **2. a.**
Meeting Date: 10/14/2025
Department: City Manager

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.

2025 City Council Regular Meeting **2. b.**
Meeting Date: 10/14/2025
Department: City Manager

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.

2025 City Council Regular Meeting **4. a.**

Meeting Date: 10/14/2025

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the September 9, 2025 Regular City Council Meeting.

BACKGROUND:

The minutes for the September 9, 2025 Regular City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

Attachments

Minutes - September 9, 2025 Regular City Council Meeting

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 9, 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 Marlin Willesen; Deputy Mayor Pro-Tempore Chris DeFrancisco; Council Member Howard Freed; Council Member Darren Gardner; Council Member Randy Smith

Present via Zoom: Council Member Dan Liscio

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 5:31 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 551.071 (1)(A) - Pending Litigation - Budget Suites of America v. Town of Addison, Cause No. DC-19-09630, 191st Judicial District, Dallas County District Court.
b. Council Member Request – 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.
    - IC Item #6d – QIP Master Development Agreement (Addison Circle Transit Oriented Development)

Mayor Arfsten convened the City Council into Open Meeting at 6:32 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**

a. **Present and discuss the Work Session public comment period at City Council Meetings.**
[Mayor Pro-Tempore, Marlin Willesen & Council Member, Howard Freed]

Staff received a request from Mayor Pro-Tempore Marlin Willesen that was seconded by Council Member Howard Freed for a work session to discuss the Work Session public comment period at City Council Meetings that is currently limited to comments regarding that meeting's consent agenda items.

City Council Direction: The City Council directed the City Manager to revise the agenda caption language for the Work Session public comment period that limited speakers to only discussing items on the Consent Agenda for the meeting.

b. **Present and discuss the 2025 Draft Master Transportation Plan to include updates from the 2016 Master Transportation Plan, improved roadway cross-sections, incorporation of the Advance Addison 2050, pedestrian toolbox, and revised speed limits, public comments received along with an overview of upcoming project recommendations as prepared by Kimley-Horn and Associates, Inc. in coordination with Town staff.**
[Director of Public Works & Engineering, Becky Diviney and Kimley-Horn Engineers Christian DeLuca & David Halloin]

Director of Public Works & Engineering Becky Diviney and Kimley-Horn Engineers Christian De Luca & David Halloin presented an update regarding the 2025 Draft Master Transportation.

As part of the Town's long-term infrastructure and mobility planning efforts, staff engaged Kimley Horn and Associates, Inc. to prepare a comprehensive update to the Town of Addison's Master Transportation Plan. The purpose of the plan is to provide a strategic framework for future transportation improvements that address roadway capacity, safety, multimodal access, pedestrian and bicycle connectivity, and regional mobility.

Staff and Kimley-Horn will present an additional Work Session to answer questions from the City Council and allow for more in-depth discussion.

Mayor Arfsten closed the Work Session at 7:18 PM.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:28 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 Police Chief Chris Freis introduced Addison Police Officer John Cusmano.

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

- Burk Burkhalter, 3824 Waterford Drive – spoke regarding his concern about the Atmos-led construction taking place in his neighborhood.
- Chris Wielgosz, 15729 Seabolt – expressed his gratitude to the Council for removing the Quorum to Westgrove bicycle lane project from the FY26 Budget and voiced his preference for shared bicycle and vehicle lanes in the area instead.

The following citizen did not request to speak during the Public Comment period, but submitted a Written Public Comment Request which is attached to the Minutes:

- Chris Wyatt, 4214 Bretton Bay Circle, Dallas – provided comments opposing the relocation of Dallas Area Rapid Transit (DART) bus routes from Quorum Drive to Addison Road.

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 August 26, 2025 Regular City Council Meeting.**

   b. *Resolution No. R25-065:* **Consider action on a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division (Atmos), regarding its 2025 Rate Review Mechanism Filing.**

   c. *Ordinance No. O25-016:* **Consider action on an Ordinance amending Chapter 10 "Animals" in the Code of Ordinances; providing for penalties; providing a severability clause; providing a savings clause; and providing an effective date.**

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

5. **Public Hearings.**

   a. *Ordinance No. O25-017:* **Hold a public hearing, present, discuss, and consider action on an Ordinance approving and adopting the Annual Budget for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 and making appropriations for each office, department, agency and project of the Town, providing that expenditures for said Fiscal Year shall be made in accordance with the adopted budget, unless otherwise authorized by an Ordinance adopted by the City Council, and providing for emergency expenditures and expenditures as otherwise allowed by law.**
   [Chief Financial Officer, Steven Glickman]

This item served as the second of two public hearings regarding the Town of Addison's Annual Budget for Fiscal Year (FY) 2026. The proposed FY 2026 budget requests an appropriation of $118,203,632 consisting of $110,915,986 for operating expenditures, $3,328,106 for capital improvements, $1,366,831 for transfers, $912,959 for economic incentives, and $1,679,750 for one-time decision packages. Listed below is a breakdown of funds:

Fund	Expenditure Amount
General	$52,347,290
Hotel	8,615,990
Debt Service Combined	12,737,304
Economic Development	2,174,496

Infrastructure Investment	-
Airport	8,811,294
Utility	19,654,415
Stormwater	3,675,156
Combined Replacement	4,880,000
Combined Grants	20,000
Combined Special Revenues	5,287,687
Total	$118,203,632

Significant items in the proposed operating budget included:

- Revenues for all funds total $108,473,532 an increase of $0.56 million compared to the FY 2025 budget. Primary revenue sources are property tax ($39.03 million), sales tax ($17.10 million), hotel occupancy tax ($5.68 million), interest and other income ($4.06 million), rental income ($6.21 million), and service fees ($29.79 million).
- Staffing level of 325.6 full-time equivalent (FTE) positions. This is an increase of 1.0 FTE's over FY 2025.
- An employee compensation pool of 4% is included in the proposed budget as well as an increase of 7% for health insurance.

Significant decision packages included:

- Public safety step plan / market full implementation - $475,343
- Physical wellness exams for police officers - $38,000
- Fire field training officer certification pay increase - $18,000
- Cotton Belt Trail maintenance - $26,250
- World Cup series event - $100,000
- The Addison Performing Arts Centre facility improvements - $685,000
- Major theatre projects funding - $30,000
- Economic Development Coordinator position - $93,576
- Economic Development marketing budget increase - $85,000
- Team Texas membership - $43,000
- Chlorine analyzers, pH and residual monitor upgrades - $60,000
- Surveyor Water Tower control valve - $40,000
- Celestial Pump Station electrical assessment - $225,000
- Multi-sensor inspection condition assessment (North Dallas Water Supply Corporation) - $376,750
- Airport GIS contractual services - $150,000
- Neighborhood Vitality Grant funding - $100,000
- Fire technical rescue gear - $75,600
- Phase 2 Town facility security improvements - $150,000
- Addison Circle Park pavilion exterior paint - $50,000
- Parks asset management and site infrastructure - $427,200

- Parks landscape improvements - $158,743
- Addison Circle Park capital campaign (design and materials) - $196,373
- Addison Circle Park drainage improvements - $150,000
- Addison Athletic Club asset management needs - $105,500
- Addison Circle District paver replacement - $200,000
- Addison Circle District tree well refurbishment - $200,000
- Addison Circle District paver rehabilitation and beautification assessment - $300,000
- Residential street rehabilitation program - $150,000

The proposed five-year capital improvement plan included project totals of $35.32 million for FY 2026. Significant projects included:

- Vitruvian West Streetscape and Bella Lane Extension $896,741
- Quorum Drive Reconstruction $6,542,202
- Pedestrian Connectivity – Cotton Belt Trail Enhancements $195,000
- Keller Springs Road Reconstruction $7,800,000
- Montfort Drive Reconstruction $4,987,164
- Vitruvian Park Phase 6, Blocks 301,302, and 303 $750,000
- North Texas Emergency Communications Facility $1,000,000
- AAC Outdoor Pool Restrooms/Perimeter Fence Renovations $220,000
- Arapaho/Surveyor and Systemwide Traffic Signal Improvements $2,140,950
- Pedestrian Improvements – Pedestrian Toolbox Implementation $150,000
- Wayfinding Signage $789,060
- Bosque Park Improvements $441,000
- Celestial Park Entrance and Lighting Improvements $268,255
- Arapaho/Addison Road and Addison Road/Lindbergh $110,200
- AMI Water Meter Modernization $3,150,00
- Addison Circle Tower Driveway $225,000
- Airport Fuel Storage Improvements $95,000
- Jimmy Doolittle Drive Reconstruction $653,516
- Airport Regulated Garbage Utility Building $250,000
- Taxilane Uniform Storm Drainage Improvements $245,455
- Taxiway Bravo Extension – Phase II $609,100
- Reconstruction of Eddie Rickenbacker Drive $220,000

Texas Local Government Code (LGC) Sec. 102.006 requires the governing body of a municipality to hold a public hearing on the proposed budget and provide for public notice of the date, time, and location of the hearing. This notice was published in the Dallas Morning News on Monday, August 25, 2025.

The Fiscal Year 2026 proposed budget can be found at the following link on the Town's website: https://addisontexas.net/finance/budget.

Mayor Arfsten opened the Public Hearing. The following citizens requested to address the Council:

- Curtis Green, 15800 Spectrum Drive – expressed support for bike lane projects and addressed components of the proposed bike lane projects.
- Tyler Wright, 15725 Artist Way – expressed support for adding proposed bike lane projects back into the FY26 Budget and benefits of bike infrastructure.
- Jay Langhurst, 6708 Lovington Drive, Dallas – expressed disappointment that the proposed bike lane projects were removed from the FY26 Budget noting that municipalities should be more proactive about traffic safety for cyclists and pedestrians in addition to vehicles.

MOTION: Mayor Pro-Tempore Willesen moved to approve Ordinance No. O25-017 adopting the FY 2026 Budget as presented. Deputy Mayor Pro-Tempore DeFrancisco seconded the motion. Roll call vote was conducted by City Secretary Garcia as follows:

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

Motion carried unanimously.

b. *Ordinance No. O25-018:* **Hold a public hearing, present, discuss, and consider action on an Ordinance to levy taxes for the Town of Addison, Texas, and to fix and adopt the tax rate of $0.608100 for the Town on all taxable property for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026.**
[Chief Financial Officer, Steven Glickman]

This item served as the second of two public hearings regarding the Town of Addison's proposed tax rate.

The proposed property tax rate for the Fiscal Year 2026 is $0.608100 per $100 of valuation. The proposed rate is made of the following components:

Tax Rate Component	**Amount (per $100 of valuation)**
Maintenance & Operations: General Fund	$0.401899
Maintenance & Operations: Economic Development	$0.025000
Maintenance & Operations: Infrastructure Investment	$0.006201
Interest & Sinking (Debt)	$0.175000
Total Proposed Rate for the FY 2026	**$0.608100**

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

Tax Rate	**Definition**	**Amount (per $100 of valuation)**
No-New Revenue Tax Rate	The no-new-revenue tax rate is the tax rate for the 2025 tax year that will raise the same amount of property tax revenue for Town of Addison from the same properties in both the 2024 tax year and the 2025 tax year.	$0.606094
Voter-Approval Tax Rate	The voter-approval tax rate is the highest tax rate that Town of Addison may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for Town of Addison exceeds the voter-approval tax rate for Town of Addison.	$0.653647
De Minimis Rate	The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for Town of Addison, the rate that will raise $500,000, and the current debt rate for Town of Addison.	$0.622446

Notice of this public hearing was published in the Dallas Morning News on August 25, 2025.

The proposed budget recommends a property tax rate of $0.608100 per $100 valuation, which exceeds the no-new revenue tax rate. This proposed rate is a reduction from the rate that was adopted for fiscal year 2025.

The average taxable home value for the Town of Addison is $501,878, which generates a tax bill of $3,051.92. Last year, the average taxable home value was $474,475 which generated a tax bill of $2,893.45. The average single-family residential taxpayer would pay about $158.47 more in property taxes than last year. Individual taxes may increase or decrease depending on the change in the taxable value of each property.

Of the total tax rate, $0.433100 is dedicated to maintenance and operations, which is a decrease of $0.006722 from the Fiscal Year 2025 tax rate for maintenance and operations, and $0.175000 is dedicated to debt service payments. The debt service portion of the tax rate is increasing due to loans from the State Infrastructure Bank which replaced funding that was approved by voters in the 2019 Bond Election at a lower borrowing cost.

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

Mayor Arfsten closed the Public Hearing.

MOTION: Mayor Pro-Tempore Willesen moved to approve Ordinance No. O25-018 adopting the FY 2026 tax rate as presented. Council Member Gardner seconded the motion. Roll call vote was conducted by City Secretary Garcia as follows:

Member	Yes	No	Abstain	Absent
Mayor Arfsten	X			
Mayor Pro-Tempore Willesen	X			

Deputy Mayor Pro-Tempore DeFrancisco	X			
Council Member Freed	X			
Council Member Gardner	X			
Council Member Liscio	X			
Council Member Smith	X			

Motion carried unanimously.

6. **Items for Individual Consideration.**

a. *Ordinance No. O25-019:* **Present, discuss, and consider action on an Ordinance ratifying the Fiscal Year 2025-26 property tax revenue.**
[Chief Financial Officer, Steven Glickman]

As required by Local Government Code 102.007, adoption of a Budget that raises more property tax revenue than was generated the previous year requires the following three votes by the City Council:

(a) one vote to adopt the Budget
(b) one vote to adopt the tax rate
(c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.

This Ordinance ratifies the property tax revenue increase as reflected in the Fiscal Year 2025-26 Budget by adding the following statement:

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $1,106,301 OR 2.90%, AND OF THAT AMOUNT $497,965 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

MOTION: Council Member Liscio moved to approve Ordinance No. O25-019 ratifying the FY2025 – 2026 property tax revenue. Mayor Pro-Tempore Willesen seconded the motion. Motion carried unanimously.

b. *Ordinance No. O25-020:* **Present, discuss, and consider action on an Ordinance amending Chapter 2 (Administration), Section 2-176 of the Code of Ordinances of the Town to provide an economic development levy of $0.025000 of the tax rate and update the description of the operations and maintenance tax rate.**
[Chief Financial Officer, Steven Glickman]

The Fiscal Year 2026 budget includes an Economic Development Fund tax rate of $0.025000 per $100 of valuation. This Ordinance updates the Code of Ordinances to reflect the Economic Development Fund tax rate in the Fiscal Year 2026 budget. Additionally, this ordinance amends the terminology used in the Code of Ordinances to remove the term rollback rate and replace it with the term voter-approval rate to match the terminology changes enacted by Senate Bill 2 of the 86th Legislative Session.

MOTION: Mayor Pro-Tempore Willesen moved to approve Ordinance No. O25-020 amending

Chapter 2 (Administration), Section 2-176 of the Code of Ordinances of the Town to provide an economic development levy of $0.025000 of the tax rate and update the description of the operations and maintenance tax rate. Deputy Mayor Pro-Tempore DeFrancisco seconded the motion. Motion carried unanimously.

c. *Ordinance No. O25-021:* **Present, discuss, and consider action on an Ordinance amending Chapter 82 (Utilities), Section 82-76 of the Code of Ordinances of the Town by amending sewer rates for all customer classifications and providing that the changes to the sewer rates made herein shall be applied to monthly customer bills beginning with the November 2025 billing cycle.**
[Chief Financial Officer, Steven Glickman]

An update to the utility rate model for Fiscal Years 2024-2028 was adopted by the City Council on July 12, 2022. Staff reviews this utility rate model on an annual basis to ensure the rate adjustments are appropriate. The utility rate model anticipated a 5.5% increase for Fiscal Year 2026. However, the Fiscal Year 2026 Budget includes no increase in water rates and only a 1% increase in sewer rates.

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

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

Consumption	Existing	New Rate (10/1/25)	% Increase
5,000 gallons	$70.83	$71.24	0.6%
8,000 gallons	$104.16	$104.78	0.6%
10,000 gallons	$126.38	$127.35	0.8%

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

MOTION: Council Member Freed moved to approve Ordinance No. O25-021 amending Chapter 82 (Utilities), Section 82-76 of the Code of Ordinances by amending sewer rates for all customer classifications and providing that the changes made to the sewer rates be applied to monthly customer bills beginning with the November 2025 billing cycle. Deputy Mayor Pro-Tempore DeFrancisco seconded the motion. Motion carried unanimously.

d. *Resolution No. R25-066:* **Present, discuss, and consider action on a Resolution approving a Master Development Agreement between the Town of Addison and**

Quadrant Enterprises, LLC (d/b/a QIP) for the Addison Circle transit-oriented development project, and authorizing the City Manager to execute the agreement.
[Economic Development Director, Wayne Emerson]

On April 22, 2025, the City Council approved a Memorandum of Understanding (MOU) with Quadrant Investment Properties (QIP) to explore development of Town-owned property for a transit-oriented development (TOD) project including hotel, office, retail, parking, and public amenities. The MOU established a 120-day exclusivity period, during which the Town agreed to negotiate only with QIP while both parties assessed project feasibility.

The MOU outlined expectations to move toward a Master Development Agreement by the end of the exclusivity period. This included establishing clear timelines for definitive agreements and developing a viable concept plan. Following the completion of the exclusivity period, the City Council is now considering approval of the Master Development Agreement with QIP. The project is designed to establish a regional entertainment destination and serve as a catalyst for Addison's commercial base. Anchored by the DART Silver Line station, it will introduce new public gathering spaces that build on Addison Circle's existing strengths and reinforce the Town's standing as one of North Texas' premier destinations for dining, culture, and events. The TOD further expands Addison's live-work-play ecosystem with an upper-upscale boutique hotel, a Class A mass-timber office, and a curated mix of restaurants and entertainment uses.

The proposed agreement outlines the development plan for the site, which is organized into four phases:

- **Phase 1:** Entertainment facility, full-service restaurant and/or retail facilities containing a minimum of 30,000 square feet for restaurant/retail use, farmer's market, public park, pickleball courts, and surface parking
- **Phase 2 (The Hangar):** Full-service restaurant and/or general retail facilities to be located on DART Parcel containing a minimum 12,000 square feet for restaurant and/or general retail use
- **Phase 3:** Class A mass timber office building containing a minimum of 155,000 square feet for office use, a separate building containing 5,000 square feet for retail use, and a public parking structure supporting the office and retail uses
- **Phase 4:** Boutique hotel (being a minimum of 140-key hotel similar in type to a 'collection' or 'lifestyle' brand with upper upscale quality), a potential future convention center, and a supporting parking structure

The Town's participation is focused on public facilities to include public infrastructure and parking garages:

- Infrastructure Investment: $15.5M–$22.2M
- Parking Garages: Up to $19M for retail, office, and hotel garage contributions (estimated $5.5M retail, $9.5M office, $4M hotel)

Financial projections indicate:

- Payback Period: 12.5 years

- 30-Year Net Revenue (after Town investments): $104.3M
- 30-Year Net Present Value (NPV): $30.2M

At stabilization, the project is expected to support 1,619 jobs, $160.9M in labor income and $297.6M in economic output annually.

MOTION: Council Member Gardner moved to approve Resolution No. R25-066 approving a Master Development Agreement with QIP for the Addison Circle transit-oriented development project. Deputy Mayor Pro-Tempore DeFrancisco seconded the motion. Motion carried unanimously.

e. **Present, discuss, and consider action on Change Order #2 to the professional services agreement with Kimley-Horn and Associates, Inc. for additional design services for the Montfort Drive Reconstruction Project in an amount not to exceed $576,500, increasing the total contract amount to $1,663,500.**
[Director of Public Works & Engineering, Becky Diviney]

This item was postponed to the September 23, 2025 Regular City Council Meeting.

f. **Present, discuss, and consider a Resolution adopting revisions to the guidelines of the Neighborhood Vitality Grant program.**
[Assistant Director of Neighborhood Services, Ray Mendez]

This item was postponed to the September 23, 2025 Regular City Council Meeting.

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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7. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 10:34 PM.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

City Council Public Comment Form

Submitted on	9 September 2025, 11:43AM
Receipt number	39
Related form version	11

	Acknowledged
Meeting Date	09/09/2025
Comment delivery option:	Provide written comments to City Council
I wish to speak during:	
Which Agenda Item #?	
Please provide your written public comment for the City Council here:	My name is Chris Wyatt and I live in the neighborhood near the corner of Trinity Mills Blvd. and Westgrove Dr. I ride my bike often and understand there are plans to install a protected bike lane on Westgrove Dr. and Quorum Dr. Addison Circle is one of my favorite destinations. In fact, I chose my to buy my house based on its proximity to the Silver Line and Addison Circle. I visit a lot and I love riding my bike there. When then train line opens along with the Cotton Belt bike trail, I plan to visit even more often, especially on my bicycle. I understand there is a plan to make a protected bike lane along Westgrove and Quorum. This would be perfect for my commute. The problem is that I don't feel very safe riding my bike on these streets. Even though they are lower traffic, the nature of the wide street tends to encourage drivers to go fast, although I know most don't intend it. When I drive these streets, even I have to make sure I slow down. Having a protected bike lane would be a win-win for everyone on these streets. It would force drivers to be more attentive and be safer for cyclists, like myself. I would visit Addison Circle almost every day, by bike, if the bike lanes were installed. Since there is already little traffic on these streets, I believe any affect on traffic would be quite negligible. Addison Road is a fine alternate route for vehicles. However, I understand that there is some hesitation from the city council on installing these lanes. It's completely understandable, but not doing so would miss out on a $6 million grant from the NCTCOG. I believe these lanes would be great for the city of Addison and have a positive impact on our quality of life, especially mine. Perhaps not many people bike on these routes yet, but the installation of safer bike and pedestrian infrastructure would encourage more people to do just that. Addison Circle is a hidden gem in the Metroplex and I want to see more people enjoying it, just as I do. So I ask that you please vote to have the bike lanes installed.
Name	Christopher Wyatt
Street	4214 Bretton Bay Cir
City	Dallas

State	TX
Zip	75287
Phone Number	[redacted]
Email	[redacted]

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

2025 City Council Regular Meeting **4. b.**

Meeting Date: 10/14/2025

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the September 23, 2025 Regular City Council Meeting.

BACKGROUND:

The minutes for the September 23, 2025 Regular City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

Attachments

Minutes - September 23, 2025 Regular City Council Meeting

D R A F T

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 23, 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 Marlin Willesen; Deputy Mayor Pro-Tempore Chris DeFrancisco; Council Member Darren Gardner; Council Member Dan Liscio; Council Member Randy Smith

Absent: Council Member Howard Freed

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. **Public Comment.** *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to Public Hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

No citizens requested to address the City Council.

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 5:32 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 771.071(2) - Consultation with the City Attorney regarding matters in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Government Code — discuss legal enforcement options to address increased utilization of public safety resources for hotel and motel businesses.

Mayor Arfsten convened the City Council into Open Meeting at 6:29 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**

a. **Present and discuss the creation of a Bond Advisory Committee for a potential May 2026 Bond Election to consider funding for a new Police and Courts facility.**
[Chief of Staff, Sarah Kuechler & Chief Financial Officer, Steven Glickman]

Chief of Staff Sarah Kuechler and Chief Financial Officer Steven Glickman presented a proposal to form a Bond Advisory Committee for a potential Bond Election to be held for Addison during the May 2026 General Election. This presentation included information regarding: the proposed bond process, advisory committee, schedule, and critical dates if a bond election is to be called for May 2026.

Over the last few years, Town facilities have been comprehensively assessed over a few phases and iterations. On May 28, 2024, staff presented a strategy on Town facilities, including the construction of a new Police and Courts facility due to its current condition. Staff provided an initial estimate of $35 million to construct a new Police and Courts facility on the same site. At that time, Council provided direction to move forward using Certificates of Obligations (COs). Staff engaged an architect to begin planning for a new facility, including the development of a space needs assessment for the Police Department and Court, evaluation of construction options on the same site, and estimation of construction costs.

In a Work Session on May 6, 2025, staff reviewed the increased cost from the initial May 2024 estimate and the added complexity of some of the decisions to construct a new Police and Courts facility on the same site. Council provided direction to plan for a bond election, rather than issue COs, and begin development of a bond advisory committee to engage the community and vet the potential project further.

Based on previous discussions with Council, a proposed bond election in May 2026 would

propose a single proposition to fund a new Police and Courts facility. The advisory committee would assist in reviewing the proposed facility, options, and costs, and provide a recommendation to Council regarding the proposed project and dollar amounts to be considered by the public in a bond election. To hold a bond election in May 2026, a bond election would need to be called by City Council by February 13, 2026.

The bond advisory committee would consider and make a recommendation to City Council on the proposed project and dollar amounts to be considered by the public in a May 2026 bond election

Staff sought City Council direction on calling a Bond Elections to be held in May 2026 for a Police and Courts Facility as well as the formation of a Bond Advisory Committee.

City Council Direction: The City Council directed the City Manager to proceed with the creation of a Bond Advisory Committee to review the proposed new construction or renovation of the Police and Courts facility for a possible Bond Election in May 2026.

Mayor Arfsten closed the Work Session at 7:10 PM.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:18 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**
        - Marketing & Tourism Director Mary Rosenbleeth introduced Tourism Manager Amber Patterson.
        - Deputy City Manager Ashley Shroyer introduced Development Relations Project Manager Charles Mazarakes
    c. **National Preparedness Month Proclamation**
        - Mayor Arfsten recognized September 2025 as National Preparedness Month and recognized Addison Emergency Management Coordinator, Julie Winkler for her contributions to the Town.

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:

- Fran Powell, 14796 Lochinvar Court – expressed her support for the Town's Neighborhood Vitality Grant Program and offered suggestions to improve the program.

4. **Consent Agenda.** *All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

   a. **Consider action on the Minutes from the September 2, 2025 Special City Council Meeting.**

   b. *Ordinance No. O25-022:* **Consider action on an Ordinance amending Chapter 2, Section 2-351 of the Code of Ordinances for animal services fees and updated summer camp fees and repealing Chapter 58, Section 58-70 of the Code of Ordinances.**

MOTION: Mayor Pro-Tempore Willesen moved to approve §4 - CONSENT AGENDA (a-b) as presented. Council Member Liscio seconded the motion. Motion carried 6-0.

5. **Items for Individual Consideration.**

   a. *Resolution No. R25-067:* **Present, discuss, and consider action on a Resolution approving the installation of a mosaic art piece, donated by the Addison Arbor Foundation, to be located on a masonry wall constructed as part of the Les Lacs Pond Phase II Construction Project, and providing for an effective date.**
   [Director of Parks & Recreation, Janna Tidwell & Addison Arbor Foundation President, Dr. Jay Ihrig]

The Addison Arbor Foundation (AAF) proposed the fabrication and installation of a mosaic wall art piece created by artist Rachel Rodi featuring pollinators and plants native to Addison. The artwork will be installed on the masonry wall that was constructed as part of the Les Lacs Pond Phase II Construction Project.

To select an artist for this project, AAF, in collaboration with the Parks and Recreation Department, issued a Request for Qualifications (RFQ) for mosaic artists on April 7, 2025. The call was posted on CaFÉ, a web portal used for soliciting proposals and qualifications from artists. The submission period closed on June 2, 2025, and 21 proposals were received. After reviewing the submissions, AAF representatives and Town staff selected Rachel Rodi, a San Francisco artist, as the most qualified candidate for this project. AAF subsequently entered into an agreement with the artist to develop a concept for the installation.

The proposed artwork will be funded by the AAF through a local non-profit grant approved by the Council in the FY2025-26 Budget. The sculpture's fabrication cost is $35,805, which includes a 10% contingency for incidentals. Additional expenses for freight and installation are also anticipated. Ongoing maintenance will be supported through the Parks Department's operations and maintenance

budget and is expected to be less than $500 every five years.

MOTION: Deputy Mayor Pro-Tempore DeFrancisco moved to approve Resolution No. R25-067 approving the installation of a mosaic art piece donated by the Addison Arbor Foundation to be located on a masonry wall at Les Lacs Park. Council Member Liscio seconded the motion. Motion carried 4-2 with Mayor Pro-Tempore Willesen and Council Member Smith voting in opposition.

b. *Ordinance No. O25-023:* **Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2025.**
[Chief Financial Officer, Steven Glickman]

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

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

Major items include:

General Fund

- This budget amendment authorizes the City Manager to transfer unexpended appropriations and excess revenue from the Fiscal Year 2024-2025 budget to the Self-Funded Special Projects Fund (up to 75%) and Economic Development Fund (up to 25%). The amount of this transfer (if applicable) will be known in late November 2025 after the Town has recorded all revenues and expenditures for Fiscal Year 2024-2025. The Fiscal Year 2024-2025 estimate included in the Fiscal Year 2025-2026 budget included an estimated transfer amount of $1,600,000.

Infrastructure Investment Fund

- An amendment is needed in the Infrastructure Investment Fund to allocate $729,450 for prior year encumbrances related to the Traffic Signal and ADA Improvements project awarded by Council on August 9, 2022, and the Redding Trail Extension / Dog Park Project awarded by Council on August 27, 2024.

Capital Projects Fund

- An amendment is needed in the Capital Projects Fund to allocate $2,626,686 for prior year encumbrances from the 2022 General Obligation Bonds for the Improvements to Existing Buildings, Les Lacs Pond (Phase 1 awarded by Council on August 27, 2024), and Midway Road Reconstruction Projects (awarded by Council on December 8, 2020).

Self-Funded Special Projects Fund

- An amendment is needed in the Self-Funded Projects Fund to allocate $206,000 for the following:
    - $44,000 for irrigation improvements at North Addison Park
    - $20,000 for Finance pump emergency repairs ratified by Council on August 12, 2025
    - $42,000 for light pole / bollard replacements damaged by motorists and reimbursed by insurance
    - $100,000 for tree replacement and mitigation

Grant Fund

- An additional appropriation of $50,000 is needed in the Grant Fund to provide funding for Lifepak purchases. These additional appropriations are offset by corresponding increased grant revenue of $50,000 from Metrocrest Hospital Authority, resulting in a net impact on the Grant Fund of $0.

Facility Maintenance Fund

- An additional appropriation of $200,000 is needed in the Facility Maintenance Fund for repairs and improvements at Town-owned facilities throughout town.

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
Infrastructure Investment Fund	$729,450	$0	($729,450)
Capital Projects Fund	$2,626,686	$0	($2,626,686)
Self-Funded Special Projects Fund	$206,000	$0	($206,000)
Grant Fund	$50,000	$50,000	$0
Facility Maintenance Fund	$200,000	$0	($200,000)
Total	**$3,812,136**	**$50,000**	**($3,762,136)**

MOTION: Deputy Mayor Pro-Tempore DeFrancisco moved to approve Ordinance No. O25-023 amending the Town's annual budget for the fiscal year ending September 30, 2025. Mayor Pro-Tempore Willesen seconded the motion. Motion carried 6-0.

c. *Resolution No. R25-068:* **Present, discuss, and consider action on a Resolution adopting revisions to the guidelines of the Neighborhood Vitality Grant program.**
[Assistant Director of Neighborhood Services, Ray Mendez]

At the August 5, 2025 Council Work Session, staff presented an overview of the first year of the Neighborhood Vitality Grant program. Staff discussed the projects that were completed through

the program and the amounts of funds expended through reimbursements under the program guidelines.

As part of the budget process and in consideration of the request to continue funding the program for the next fiscal year, Council suggested that staff revisit the program guidelines and consider updating or revising those guidelines to address concerns related to the reimbursement of costs, ongoing maintenance, and eligibility for future grant awards.

Staff reviewed and revised the program guidelines in order to address the areas of concern that were identified as part of the work session discussions, including providing a maximum grant award and limitations for reapplication.

MOTION: Council Member Gardner moved to approve Resolution No. R25-068 adopting revisions to the guidelines of the Neighborhood Vitality Grant program. Council Member Liscio seconded the motion. Motion carried 5-1 with Council Member Smith voting against.

d. **Present, discuss, and consider action on Change Order #2 to the professional services agreement with Kimley-Horn and Associates, Inc. for additional design services for the Montfort Drive Reconstruction Project in an amount not to exceed $576,500, increasing the total contract amount to $1,663,500.**
[Director of Engineering & Public Works, Becky Diviney]

The Montfort Drive Reconstruction Project was approved by Addison voters in November 2019 as part of Proposition B with an initial estimated budget of $7.3 million. The Asset Management Risk score, based on the Town's Asset Management Plans, was evaluated as critical and the Pavement Condition Index was rated as very poor. On April 25, 2023, the City Council approved a professional services agreement with Kimley-Horn and Associates, Inc. for $792,700 to prepare the roadway, drainage, and traffic signal design for Montfort Drive from Belt Line Road to approximately 400 feet north of Paladium Drive.

In April 2024, Council approved Change Order #1 for $294,300 to extend the southern project limit approximately 500 feet past Paladium Drive and add scope for enhanced pedestrian and landscape features, updated surveys, utility engineering, and traffic signal design.

Subsequent coordination with the City of Dallas regarding a boundary adjustment to extend the project limits further to Celestial Road delayed the design process. The Dallas City Council approved the jurisdiction transfer on June 11, 2025 and final legal documentation for the boundary adjustment is scheduled for consideration during a September or October 2025 Dallas City Council meeting. Following approval, the Town will bring forth an ordinance for consideration at a subsequent Addison City Council meeting.

Change Order #2 would incorporate the proposed acquired section of Montfort Drive, from Paladium Drive to Celestial Road, and add the following design elements:

- **Survey & Subsurface Utility Engineering (SUE):** Updated topographic and boundary survey, Level B SUE, and related mapping for the extended limits and the reconstructed

Private Drive near Village on the Parkway.

- **Roadway & Drainage Design:** Final design for pavement, grading, and additional storm drain improvements extending north toward Belt Line Road and inlet replacement south of the existing storm drain crossing.
- **Water Infrastructure:** Replacement of 850 linear feet of Town water line currently located in the Dallas city limits and right of way.
- **Traffic Signals:** Permanent signal design for Paladium Drive and Celestial Road intersections, including poles, pedestrian elements, detection, conduit, and electrical service coordination.
- **Franchise Utility Design and Relocations:** Fiber conduit design for the Town and franchise utility coordination.
- **Landscape, Irrigation, Streetscape, & Hardscape:** Landscaping to match Belt Line Rd, stamped concrete medians, and enhanced intersections.
- **Illumination & Electrical Conduit:** Enhanced lighting design and underground conduit for future monument sign.
- **Plan Reviews, Meetings, & Construction Support:** Additional Texas Department of Licensing and Regulation coordination, up to 150 additional hours for meetings, franchise utility coordination, and construction-phase design support.

The revised final design submittal date is in August 2026, but the Town will work with the design professional to improve the schedule where possible. This reflects the additional design work, utility coordination, traffic signal design, and incorporation of the Celestial Road segment into the project. Construction is anticipated to follow in 2027.

The total overall estimate for the Montfort Drive Reconstruction Project is now $15,576,060. Costs associated with franchise utility relocations are not included in the overall estimate and will be determined during the design phase. The Town issued $900,000 from the 2019 Bond authorization for design and acquired $13.7 million in State Infrastructure Bank funding for this project.

MOTION: Council Member Gardner moved to approve Change Order #2 to the professional services agreement with Kimley-Horn and Associates, Inc. for additional design services for the Montfort Drive Reconstruction Project in an amount not to exceed $576,500, increasing the total contract amount to $1,663,500. Mayor Pro-Tempore Willesen seconded the motion. Motion carried 6-0.

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.*

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7. **Adjourn Meeting.**

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 8:43 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

2025 City Council Regular Meeting **4. c.**

Meeting Date: 10/14/2025

Department: City Manager

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Partner Agreement with WaterTower Theatre in an amount not to exceed $380,000 in cash and in-kind contributions, and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have been prepared for City Council consideration.

WaterTower Theatre

The agreement is included as an attachment to this agenda item and resolution with the terms and conditions of the partnership between the Town and WaterTower Theatre (WTT) as the Main Stage Company for The Addison Performing Arts Centre.

With the assistance of the incentive funding provided by the Town, WaterTower Theatre shall produce a minimum of four (4) fully staged professional theatrical productions with a total of 54 performances at The Addison Performing Arts Centre for the 2025-26 season. In the event WTT fails to schedule, produce, or complete one or more of the theatrical productions, the Town shall be entitled to withhold (or require repayment of) twenty-five (25%) of the total funding amount (i.e. $85,000) for each such production.

FISCAL IMPACT

Funding for the not-to-exceed amount of $380,000 from the Hotel Fund was approved in the FY2026 budget. The following is a breakdown of the total not-to-exceed amount:

$340,000.00	Total incentive funding is paid directly to the organization. The initial payment of 50%, or $170,000.00, is to be made on October 17, 2025, with monthly installments of the remaining 50% ($17,000 each) to be made between December 1, 2025 and September 1, 2026.

Up to $20,000.00	In-kind contribution for rental fees for rehearsal, production, and dark nights associated with performances.
Up to $20,000.00	Waiver of license fees for office space, shared Scene Shop use, and onsite storage.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - WaterTower Theatre Partner Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A LICENSE AGREEMENT WITH WATERTOWER THEATRE FOR USE OF THE ADDISON PERFORMING ARTS CENTRE FOR THE FY25-26 THEATRE SEASON; PROVIDING FOR FUNDING OF THEATRE PROGRAMMING IN AN AMOUNT NOT TO EXCEED $380,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("Town") owns and operates The Addison Performing Arts Centre ("The Addison") for the purpose of providing and maintaining first-class performance arts facilities within the Town for the benefit of its residents and the general public; and

WHEREAS, the Town desires to grant WaterTower Theatre non-exclusive access to The Addison in conformance with this Agreement for WaterTower Theatre to conduct various performances within The Addison that will serve to promote The Addison and attract other prominent performances to the Town; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the Town to provide public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization funding program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town; and

WHEREAS, the Town has reviewed the request for program funding from WaterTower Theatre and determined that the theatre programming offered by WaterTower Theatre for the FY25-26 season serves a public purpose and will benefit its citizens; and

WHEREAS, the City Council desires to enter into the attached agreement to set forth the terms and conditions regarding WaterTower Theatre's license to use The Addison for certain operations and for its use of the allocated funding.

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

SECTION 1. The Addison License and Funding Agreement between the Town and the WaterTower Theatre for FY25-26 programming and funding in an amount not to exceed $340,000.00, plus an in-kind contribution in an amount not to exceed $20,000.00 as an offset to the rental fees, and a waiver of the License Fee not to exceed $20,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said 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 ***14th*** day of ***OCTOBER 2025*****.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

_____
Whitt Wyatt, City Attorney

EXHIBIT A

LICENSE AND FUNDING AGREEMENT
THE ADDISON PERFORMING ARTS CENTRE
WaterTower Theatre

This License Agreement ("Agreement") is made by and between the **Town of Addison, Texas** ("City" or "Licensor"), and **WaterTower Theatre, Inc.** ("Licensee" or "WTT") (each a "party" and collectively the "parties"), acting by and through their respective authorized representatives.

RECITALS:

WHEREAS, City owns and operates The Addison Performing Arts Centre("The Addison") for the purpose of providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

WHEREAS, City desires to grant Licensee non-exclusive access to The Addison in conformance with this Agreement for Licensee to conduct various performances within The Addison that will serve to promote The Addison and attract other prominent performances to the Town of Addison; and

WHEREAS, the City has further determined that it is in the best interest of the City to provide funding authorized by Chapter 380 of the Texas Local Government Code to certain non-profit organizations that actively promote public purposes and benefit the public within the City; and

WHEREAS, Licensee has requested funding for the City's FY25-26 budget year; and

WHEREAS, the City has reviewed the request and determined that providing funding to Licensee in conformance with this Agreement will serve the public purpose of promoting The Addison, arts and tourism, and will generally benefit the City's residents.

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

Article I
Term

The term of this Agreement shall be for one (1) year beginning on October 1, 2025 ("Effective Date") and expiring on September 30, 2026 ("Expiration Date"), unless extended by mutual written agreement of the parties or earlier terminated in conformance herewith.

Article II
Funding of License; General Conditions

2.1 Funding of License. City hereby grants Licensee a non-exclusive license and right to occupy and use the Licensed Area (defined herein) for the Permitted Use in conformance with the terms and conditions set forth in this Agreement. The license granted herein includes Licensee's use of certain areas as 'WaterTower Space' for certain administrative operations as well as the areas available to 'Theatre Rental Groups' during Licensee's Events in conformance herewith (collectively referred to as the "Licensed Area"), as further described and depicted in **Exhibit A** attached hereto. The foregoing license further includes a non-exclusive right to use The Addison common areas designated in **Exhibit A** (the "Common

Area") in connection with Licensee's Events and subject to the City's exclusive control and management of the same.

2.2 Access to Other Areas within The Addison. Licensee shall not use The Addison premises for any purpose other than as expressly set forth in this Agreement without first obtaining the prior written consent of the Theatre Manager (the "Manager"). The Manager may allow Licensee's temporary use of other areas within The Addison at the Manager's sole discretion, subject to City Council approval when required.

2.3 No Subletting. Licensee may not sublet to nor sub-license to others the use of any portion of The Addison without the prior written approval of the City. Any such attempt by Licensee shall be without effect and may, at City's option, result in the immediate termination of this Agreement for default pursuant to Section 8.2.

2.4 City Access; Emergencies. The City will provide reasonable prior notice to Licensee prior to entering the WaterTower Space for official purposes. Notwithstanding, the City shall at all times be entitled to enter any portion of The Addison (including the WaterTower Space) without prior notice (i) in the performance of its governmental functions, and (ii) in response to any emergency, as determined by City in its sole discretion.

2.5 No Other Rights Granted. Licensee shall have no other rights related to its use of The Addison other than rights expressly granted under this Agreement.

Article III
Permitted Use

3.1 Permitted Use. Licensee is entitled to use the Licensed Area for the following uses in conformance with the terms and conditions set forth in this Agreement (the "Permitted Use"):

(a) Licensee's administrative operations;
(b) conducting Licensee Events (defined in Section 3.3. below);
(c) sponsoring or hosting Licensee's educational programs and workshops;
(d) hosting Licensee's fundraising events;
(e) any other Licensee use with the prior written approval of the Manager.

Licensee's use of The Addison shall be under the general direction and control of the Manager and Licensee agrees to comply with all City rules, policies, and directives, whether written or otherwise, applicable to Licensee's use of The Addison pursuant to this Agreement (herein "The Addison Rules"). Licensee shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with The Addison Rules and conduct themselves in a professional manner at all times while at The Addison.

3.2 City Acknowledgements. As partial consideration for the rights granted to Licensee herein, Licensee agrees to prominently acknowledge the City for its support of Licensee in all appropriate printed materials. All public references to Licensee will be characterized as "WaterTower Theatre at The Addison Performing Arts Centre" or a similar phrasing that clearly indicates the Licensee (or its event) is at The Addison.

3.3 Licensee Representatives. Licensee shall provide the Manager with the contact information (name, email, and phone) for a minimum of two (2) Licensee representatives with authority to

act on behalf Licensee. At least one Licensee representative shall be on-site at all times during any event, show, production, rehearsal, workshop, fundraiser, or other similar activity occurring at The Addison conducted by Licensee (collectively, "Licensee Events").

3.4 Keys. Interior and exterior keys will be provided for use solely by Licensee's employees. Licensee shall be responsible for submitting a key request form, which shall include Licensee's contact information and Licensee's agreement to comply with the applicable terms of use. Licensee will be charged for each key replacement in conformance with the Fee Schedule (**Exhibit C**).

3.5 Signage. Licensee shall not place or permit to be placed any sign, plaque, decoration, lettering, advertising matter or descriptive material (collectively, "Signage") in the following locations without the City's prior written approval:

(a) the exterior of The Addison (including the roof);
(b) any exterior facing door or window;
(c) any display window space; or
(d) within five feet (5') behind the storefront of The Addison (if visible from the Common Area).

No co-sponsored signs, plaques, decoration, lettering, advertising matter or descriptive material will be permitted. All approved Signage shall conform with The Addison Rules, as well as the general standards of design, motif, and decor from time to time established by the City for The Addison. Licensee may seek approval for Signage by providing the Manager a written proposal describing in detail the Signage proposed location(s) for such. Following the Manager's acceptance of a completed proposal, the Manager shall approve, deny or request reasonable modifications to the proposal within five (5) business days.

3.6 Licensee Property. Licensee shall provide the Manager an updated, current inventory of all of personal property of Licensee located in The Addison within thirty (30) days of the Effective Date and with all Payment Requests in conformance with Section 7.3. Licensee shall be responsible for promptly providing the Manager an updated inventory reflecting any changes in the same throughout the term of this Agreement.

3.7 Parking. The rights granted under this Agreement do not include Licensee's right to occupy any specific parking areas or spaces. Notwithstanding, the Manager may, in the City's sole discretion, grant Licensee's staff written permission to park in a defined area(s) or spaces.

3.8 Use of City Property. City may, in its sole discretion, grant Licensee permission to use City-owned personal property and equipment ("City Property") in connection with Licensee's use of The Addison pursuant to this Agreement. Licensee acknowledges that all City Property is provided in an "AS IS", "WHERE IS" condition with all faults and the City makes no representations or warranties, either express or implied, as to the condition of the City Property or the suitability or fitness of the same for any particular use.

(a) *Use by Licensee.* Licensee shall be responsible for ensuring that all persons using City Property comply with all The Addison Rules and procedures (including all Manager directives) applicable to the use of such property.

(b) *Use by Others.* Licensee shall not promise or commit any City Property to any person (other than Licensee's employees) without the Manager's prior written approval. In the event Licensee is working in conjunction with an outside company as co-presenter

or producer on a production, Licensee shall submit a written list of City Property requested for the production for review and approval by the Manager at least thirty (30) days prior to Licensee committing the City Property for use in connection with the same.

(c) *No Outdoor Use*. City Property shall not be used outdoors or removed from The Addison without the prior written consent of the Manager.

(d) *No overnight stays*. City Property shall not be used for overnight stays. Use of City Property after normal business hours will only be permitted with prior Manager approval. Normal business hours will be considered 8:00 a.m. – 6:00 p.m. Monday – Friday.

3.9 Licensee Improvements. Subject to the Manager's consent, Licensee may erect or install within the Licensed Area and performance space any temporary alterations, additions, or equipment needed for any Permitted Use that does not alter the structural integrity or basic configuration of the performance space ("Licensee Improvements"). Licensee's right to install such improvements shall be subject to strict compliance with all other provisions of this Agreement regulating the use of The Addison, The Addison Rules, and all other applicable governmental laws, statutes, ordinances, codes, and regulations governing the same.

(a) *Construction of Improvements*. Licensee shall require that all contractors performing work within The Addison provide performance and payment bonds prior to commencement of construction of any improvements to The Addison, whether temporary or permanent. Each of the foregoing bonds shall be issued in a sum equal to the full amount of the construction contract and name the City and Licensee as joint obligees. All construction work shall be in conformance with the City's building code and all other applicable laws.

(b) *Removal of Licensee Improvements*. Licensee shall remove all Licensee Improvements at its sole expense upon the earlier of (i) strike for the event, (ii) thirty (30) days following the Manager's written request for removal, or (iii) the expiration or earlier termination of this Agreement (herein "Removal Period"). Licensee shall repair any damage caused by such removal and fully restore The Addison to substantially the same condition as existed prior to installation of the same, except for ordinary wear and tear and/or loss due to other casualty beyond Licensee's control. Licensee shall provide to City written notice that the Licensee Improvements have been removed in conformance with this section prior to the expiration of the Removal Period. Failure of Licensee to remove any or all Licensee Improvements prior to expiration or earlier termination of this Agreement shall be construed as a holdover. Upon expiration of the applicable Removal Period, the City may cause the Licensee Improvements to be removed and the Licensed Area fully restored at Licensee's sole cost and expense, which shall include, at a minimum, the applicable daily rental rate(s) together with all all labor costs (including The Addison staff labor) + a twenty percent (20 %) overhead on all labor.

3.10 Ownership of Improvements. Unless otherwise agreed by the parties in writing, all installations, alterations, additions and improvements made in, on, or to The Addison by Licensee or the City shall be deemed to be property of the City and shall remain upon and be surrendered in good order, condition and repair, ordinary wear and tear excepted, upon expiration or termination of this Agreement.

Upon request of the City, Licensee shall remove all or any portion of the improvements made by or on behalf of Licensee to The Addison prior to termination of Licensee's right to possession.

3.11 Condition and Care of Premises. Licensee shall, at its sole cost and expense, keep the Licensed Areas in a working, neat, clean, sanitary, safe condition and repair, and shall keep the Licensed Areas free from trash. Licensee shall not attach to, penetrate (e.g., drill and/or screw holes into walls, structures, etc…), paint, or construct on the roof or any structural walls or other elements of The Addison without the prior written consent of the Manager. Licensee shall make all repairs or replacements thereon or thereto, excluding ordinary wear and tear and items for which the City has assumed maintenance under this Agreement. Further, Licensee shall ensure that all personal property within The Addison is maintained and stored in a neat and orderly manner at all times. **No personal property of Licensee may be stored, kept, or left in any area other than the 'WaterTower Space' (as depicted on Exhibit B) at any time without City's prior written consent. The foregoing includes, without limitation, any Common Area of The Addison**. The Addison staff may conduct a walk-through upon strike for all Licensee Events. In the event any areas of The Addison are not fully restored to a neat, clean, sanitary, and safe condition upon strike, the Manager, or designee, may assess the applicable daily rental fee to Licensee for each appliable area upon twenty-four (24) hours written notice to restore the same.

3.12 Damages and Restoration. Licensee shall immediately notify City of any and all damages resulting from, arising out of, or caused to, the Licensed Area, Common Area, or any other portion of The Addison, to the extent caused by Licensee, or its officers, agents, employees, sublicensees, performers, entertainers, or other invitees. The foregoing shall include, without limitation, structural damages, electrical damages, damage to walls, windows, doors, flooring, or other improvements or fixtures within The Addison, and damage to City Property (defined below). The City shall have the right to (i) make such repairs as may be reasonably necessary to fully restore all such damage, in which event Licensee shall pay City the cost thereof within fifteen (15) days from the date that City provides written demand for payment, or (ii) require Licensee to make such repairs, in which case Licensee shall be solely responsible for all costs and expenses in connection with the repair of all such damages, and the repairs and/or replacements shall be completed within thirty (30) calendar days following written notice by City to Licensee, or such longer period as may be mutually agreed upon by the parties to complete the repair in a manner reasonably acceptable to City.

3.13 Audits and Records. Licensee shall have its financial statements audited on an annual basis by an independent auditing firm of certified public accountants and shall submit a copy of the auditor's report for the preceding fiscal year with its proposed annual operating budget to the City Manager. The City reserves the right to require a special audit of Licensee's books and records at any time either by the City Manager (or designee) or by an outside independent auditor at the direction of the City Council. The City shall pay all expense of the independent auditor related to any special audit. Licensee agrees to make all necessary books, records and other documents necessary to perform such audit available to the City and its representatives.

3.14 Compliance with Applicable Laws; Nuisances. Licensee shall not use The Addison in any manner that constitutes waste or nuisance, or that violates any local, state or federal statute, law, regulation, rule, or government order, including the Town of Addison Charter and Code of Ordinances. Licensee shall not engage in any conduct that would violate any certificate of occupancy applicable to The Addison or would render void or uncollectible any insurance policy then in force with respect to thereto, or that would in any way increase the premiums payable by City for fire, liability, or any other insurance coverage on The Addison or the contents of any improvements therein. Licensee agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any hazardous materials in, on, under, around or above The Addison at any time.

3.15 Disclaimer of Warranties. LICENSEE UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT CITY IS GRANTING LICENSEE ACCESS AND USE OF THE ADDISON, INCLUING THE ENTIRE PREMISES, IN 'AS IS' 'WHERE IS' CONDITION AND THAT NEITHER CITY NOR ANY AGENT, EMPLOYEE OR OTHER PERSON ACTING ON BEHALF OF THE CITY, HAS MADE ANY, AND THE CITY EXPRESSLY DISCLAIMS EVERY, REPRESENTATION, WARRANTY (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY), ASSURANCE, GUARANTY, OR PROMISE, EXPRESS OR IMPLIED, CONCERNING THE STATUS OF THE TITLE OR CONDITION OF THE ATC (INCLUDING THE LICENSED AREAS, COMMON AREAS, AND ALL OTHER AREAS AND CITY PROPERTY WITHIN THE PREMISES) WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT AND THAT NO AGENT OR EMPLOYEE OF THE CITY, THE MANAGER, OR OTHER PERSON HAS ANY AUTHORITY TO MAKE OR DELIVER ANY REPRESENTATION, WARRANTY, ASSURANCE, GUARANTY, OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

Article IV
Licensee Events

4.1 Licensee Event Schedule. On or before January 1, 2026, Licensee shall provide the Manager with a written schedule of all Licensee Events proposed to occur during the term of this Agreement (the "Licensee Schedule"). The Licensee Schedule shall, at a minimum, include all dates, times, and areas of The Addison needed for each event. Any exclusions or modifications to the Licensee Schedule shall be determined at the discretion of the Manager. The Manager shall return the final approved Licensee Schedule to Licensee no later than February 1st. The Manager may, from time to time, approve modifications to the Licensee Schedule upon written request from License.

4.2 Event Space Reservations. Licensee must reserve all necessary spaces within The Addison in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions. All spaces designated 'Available to Theatre Rental Groups' on **Exhibit A** are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager.

4.3 Scheduling Other Events. The parties acknowledge that it is to their mutual benefit to promote The Addison for events and performances consistent with the purposes set forth in this Agreement. The City and Licensee therefore agree to reasonably cooperate and assist the other in scheduling events in The Addison during times when The Addison is available. Notwithstanding, the City shall, in its sole and absolute discretion, have the right to schedule any other events at The Addison, provided City has determined that such events do not unreasonably interfere with an approved Licensee Event.

4.4 Conducting Licensee Events. Licensee shall ensure that all Licensee Events are conducted in conformance with the following requirements:

(a) *Rental Fees*. All Licensee Events (whether produced or presented) will require submission of any necessary space rental fees in conformance with Article 6 of this Agreement and the Fee Schedule set forth in **Exhibit C**.

(b) *Event Staffing*. Licensee shall provide adequate staff to administer and oversee each event from start to finish, including pre-production, rehearsal, load-in and load-out, as applicable.

(c) *Box Office Operation.* The box office shall be open and manned continuously by Licensee on event days from one hour prior to each event through the intermission of the event.

(d) *Seating.* Seating operations for all events shall be in compliance with all current ADA rules and regulations, including the City's ADA policy. Further, Licensee shall ensure seating is returned to the standard/basic layout (as directed by the Manager) following strike for each event.

(e) *Concessions. Alcohol.* Licensee shall be required to staff and provide concession services for all events, including all Licensee Events, held at The Addison during the term of this Agreement. Licensee may access and use the concession areas within The Addison for food and beverage sales in connection with Licensee Events solely on the day of the event. Licensee shall not be entitled to use any concession area, equipment, or other service items belonging to The Addison at any other time without the prior written approval of the Manager.

(f) *Alcohol.* Alcoholic beverages may be served in strict conformance with the TABC rules and regulations.

(g) *Food and Beverages.* Except as provided herein, no food or beverages shall be allowed within the Main Stage and Studio Theatre spaces. The following exceptions shall apply:

(i) bottled water with a secure lid may be used anytime;
(ii) secure covered "sippy cup" designed cups may be used by patrons;
(iii) during special events such as the annual Gala fundraiser; and
(iv) in the upstairs and downstairs lobby areas for opening receptions and social gatherings.

(h) *Lobby Events.* Licensee may use the lobby areas for special events with the prior written approval of the Manager, subject to availability.

(i) *Third-Party Productions.* Productions that will be presented by Licensee but produced by a third-party require prior written approval by the Manager. For the purposes of this section, "Presented by Licensee" refers to third-party (outside) production that will occur at The Addison to which Licensee attaches its name. Prior to the Manager's approval, Licensee shall provide the Manager a copy of the proposed contract for third-party productions, including a brief description of the production.

(j) *Special Effects.* Licensee may not permit the use of pyrotechnics, suspension or aerial acts; haze, smoke or any other special effects within The Addison without prior written approval of the Manager. Licensee shall be solely responsible for ensuring all necessary licenses, certifications, insurance or other documentation City deems necessary for such effects have been obtained prior to the event. The City shall not be responsible for any costs, fees, or expenses in connection with the use of special effects for Licensee Events. Smoking or other use of any type of tobacco product is prohibited within The Addison. In the instances where smoking needs to be portrayed as part of a production, only smokeless prop, powder or water based "e-cigarettes" may be used.

(k) *Temporary Rigging.* Licensee may not allow the use of any temporary rigging (other than existing City-owned rigging within The Addison) which requires ground support or attachment to a structural component of The Addison without the prior written consent of the Manager. Licensee shall provide a detailed rigging plan and/or technical rider describing how the rigging will be used. The City may require the use of a licensed rigging installer and proof of additional insurance policies applicable to the use of the rigging prior to approval, including providing certificates of insurance in compliance with Section 8.2 of this Agreement. Licensee shall be responsible for the complete removal and restoration of the areas where temporary rigging is used. Notwithstanding any provision of this subsection, the City's consent to Licensee's installation of any rigging shall not be deemed the City's approval of the proposed plan or intended use for any specific purpose. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING OUT OF THE INSTALLATION OR USE OF ANY RIGGING (INCLUDING CITY-OWNED RIGGING) IN CONNECTION WITH ANY LICENSEE EVENT

(l) *Use of Roof.* No person may attach to, construct on, or penetrate the roof or any structural elements of The Addison without the prior written consent of the City.

(m) *Complaints; Nuisances.* Licensee will cooperate with City to address and, as necessary, abate any complaint or nuisance arising from an event, including noise complaints associated with the event.

(n) *Post-Event Cleaning.* Licensee shall be responsible for cleanup after each event and shall leave all areas of The Addison in a safe, orderly and clean condition upon conclusion of the event. All trash inside the Main Stage or the Studio Theatre shall be placed in the lobby. Licensee shall be responsible for ensuring all persons using The Addison clean up the space each night. Including removing trash, mopping any spills, and cleaning any stains on floors seating element and seats.

4.5 City Special Events. Licensee acknowledges that the City schedules and produces various special events throughout the year (herein, "City Special Events"), which shall take priority over Licensee Events and all other events held at The Addison. City will promptly notify Licensee of the dates and times of each City Special Event once scheduled. Licensee shall ensure that the Common Area is available for the City's exclusive use during City Special Events. During City Special Events, the Manager may, in the City's sole discretion, grant Licensee limited use of The Addison for certain production related work such as rehearsals, builds, and technical work.

Article V
City Responsibilities Regarding Use of The Addison

5.1 City Authority; Approvals. The City retains general control over The Addison and final authority concerning the management of The Addison. The Manager is authorized to issue and enforce all policies, rules, and directives reasonably necessary to the management and operation of The Addison. Where the City's approval is required under this Agreement (for any reason), Licensee shall provide the Manager written notification describing the specific request and such supporting documentation as may deemed necessary by the Manager for the City to respond to the same. The City will typically provide Licensee written notice of its determination within sixty (60) days of the filing of Licensee's notice.

Notwithstanding, the Manager, in their sole discretion, may waive the formal notice requirements where appropriate.

5.2 Janitorial Services. The City will provide routine janitorial service within the interior of The Addison on a regular basis, typically being four (4) times per week (generally Monday, Thursday, Friday and Saturday). The areas to be cleaned will generally include The Addison offices along the "office hallway", Rehearsal Room, Lobby, Lobby Hallway to Studio Theatre wood doors, dressing rooms, restrooms, kitchen floor, and counter. In addition, the Stone Cottage will be cleaned on Mondays and Fridays and the theatre seats will be steam cleaned once annually. City may request Licensee provide additional porter, janitorial, and/or cleaning services at Licensee's sole cost for any and/or all events.

5.3 Additional Cleaning Services. At the Manager's sole discretion, the City may provide additional janitorial or cleaning services at the end of each performance run, which may include:

(a) sanitizing of the seating elements but no cleaning underneath the seats;
(b) vacuuming and moping of the performance space; and
(c) cleaning around any set/obstructions that may remain in the performance space.

5.4 Routine Maintenance & Repairs. Except as provided otherwise in this Agreement, the City will maintain The Addison in a commercially reasonable manner and will be generally responsible for routine maintenance and repairs to The Addison, including, routine maintenance of the buildings, exterior grounds and parking lot, HVAC equipment, and other permanent City-owned structures and improvements (but excluding Licensee Improvements). Notwithstanding the foregoing, Licensee shall be solely responsible for all maintenance or repair required as a result of an act or omission of Licensee, or its contractors, agents, representatives, invitees, and guests.

THE CITY SHALL NOT BE OBLIGATED TO PERFORM ANY MAINTENANCE OR REPAIRS REQUESTED BY LICENSEE UNLESS LICENSEE HAS NOTIFIED THE MANAGER AND SUBMITTED A COMPLETED A CITY REPAIR REQUEST FORM (the repair request form can be found at https://addisontexas.net/actc/addison-theatre-centre-repairs-request-form).

5.5 Utilities. The City will be responsible for providing water, air conditioning, heat, and electricity (the "Included Utilities") to The Addison, however, City shall not be liable to Licensee for the quality, quantity, failure, availability, or disruption of the Utilities, including any claims or damages arising out of the same. If Licensee is required to cancel an event as a direct result of the City's failure to provide one or more of the foregoing Utilities in conformance herewith, Licensee may submit a written request for waiver of the Rental Fees incurred for the cancelled event. The Manager may approve or deny the waiver request in the Manager's sole discretion.

Article VI
License Fee

6.1. License Fee. Subject to the provisions of Article 7 relating to the waiver of the License Fee, Licensee shall owe City a license fee for the license granted herein in conformance with the Fee Schedule set forth in **Exhibit C** (the "License Fee"). The License Fee shall include the monthly fee for the use of the WaterTower Space, including rental of all City furnishings, and the monthly fee for telephone service.

6.2. Payment Terms. The License Fee shall be due and payable on or before the 15th day of each month for the immediately preceding month (i.e., the first payment for each annual term will be

November 15th). Unless the parties agree otherwise, Licensee may not pay any amounts due in cash and will pay all License Fees by check or other means acceptable to City. Licensee must pay the License Fee timely and without demand, deduction, or offset, except as permitted by law or this Agreement. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). If Licensee fails to timely pay any amounts due under this Agreement or if any check of Licensee is not honored by the institution on which it was drawn, City may require Licensee to pay such amount and any subsequent amounts under this Agreement in certified funds. This paragraph does not limit City from seeking other remedies under this Agreement for Licensee's failure to make timely payments with good funds. Regardless of any notation on a check, City may apply funds received from Licensee first to any non-License Fee obligations of Licensee, including but not limited to, late charges, returned check charges, repairs, and then to the License Fee.

6.3 Adjustments to Fee Schedule. The City may, from time to time, modify the fees set forth in the Fee Schedule (**Exhibit C**) based upon market analysis or as the City deems necessary during the term of this Agreement; provided, that the City shall provide Licensee sixty (60) days written notice prior to the effective date of any such modification, except where the modification is made in connection with the extension the term or other amendment of this Agreement. In addition, the parties may, from time to time, amend the list of furnishing rented to Licensee under this Agreement. In such cases, the License Fee may be modified by mutual agreement of the parties.

Article VII
Funding

7.1 The Funding. Subject to the obligation of the Licensee to repay the funds pursuant to Section 7.4 herein, use of the Funding for the required Programming (defined herein), and the continued satisfaction of all the terms and conditions of this Agreement by the Licensee during the term of hereof, the City agrees to provide the Licensee with (i) incentive funding (pursuant to Section 380.001, *et. seq.* of the Texas Local Government Code) in an amount not to exceed $340,000.00, (ii) an in-kind contribution in an amount not to exceed $20,000.00 as an offset to the rental fees, and (iii) a waiver of the License Fee not to exceed $20,000 (the "Funding"), payable as follows:

Funding Payments	Payment Date(s)	Amount
Initial payment of 50%	October 17, 2025	$170,000.00
Monthly installments of remaining 50%	December 1, 2025 – September 1, 2026	$17,000.00 per month
In-kind Contribution for Rental Fees	As incurred for rental fees for rehearsal, production, auditions and dark nights associated with performances	Equal to the rental fees due, not to exceed $20,000.00
Waiver of License Fee	Monthly, as incurred for office space, shared Scene Shop use and onsite storage in shared areas	Equal to the License Fee due, not to exceed $20,000.00

7.2 Funding Conditions. The obligation of the City to pay the Funding shall be conditioned upon the compliance and satisfaction by the Licensee of the terms and conditions of this Agreement and each of the following conditions contained in this Section 7.2. The following conditions shall remain in effect throughout the entire term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date:

(a) *Use of Funding for Programming*. Licensee shall, prior to the Expiration Date, schedule, produce, and complete the programming at The Addison described in **Exhibit B**, attached hereto (the "Programming"). The Funding may be used to offset the amount spent by Licensee for day-to-day operations, supplies, salaries, and administrative costs, provided such costs are necessary to administer, produce, and/or complete the Programming. It is the intent of the parties that the Funding is intended to equally support the four main Theatrical Productions at The Addison (defined in **Exhibit B**) during the 2025-26 season, and, if Licensee fails to schedule, produce, or complete any one or more of the Theatrical Productions for any reason other than due to an event of Force Majeure, the City shall be entitled to withhold (or require repayment of) twenty-five percent (25%) of the total Funding amount (i.e., $85,000) for each such production.

(b) *Use of In-Kind Funding*. The in-kind funding contribution shall be in the form of a credit to the rental fees incurred by Licensee for the Programming, which will be assessed in conformance with fee schedule attached as **Exhibit C**. The credit will be applied as the rental fees are incurred by Licensee, and any remaining balance on the Expiration Date shall be retained by City.

(c) *Financial Reports*. On or before November 1, 2024, the Licensee shall submit to the City a budget showing the planned use of the funding for the City's review and approval. Licensee shall further submit a monthly financial report, using a City approved form, with each successive Payment Request (as defined in Section 7.4), detailing how the expenditures made by Licensee from the Funding were for expenses related to the Programming. Upon request by the City, Licensee shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

(d) *Performance Reports*. On a quarterly basis, the Licensee shall report Programming and performance to the City on a form provided by the City. The reporting form may request information on, but not limited to, a narrative description of productions/performances, audience count by production/performance, and ticket sales by production/performance.

The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

(e) *Permitted Use of The Addison*. The Addison shall not be used for any purpose other than the Permitted Use and Licensee's occupancy and use of The Addison shall be in strict conformance with the terms of this Agreement.

(f) *Promotion of City in Marketing Materials*. City, through its official logo(s), shall be prominently recognized as a supporter of the Licensee in all marketing materials produced or published by the Licensee during the term hereof (including all print and digital marketing materials regardless of platform). The Licensee shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Licensee shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Licensee a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork,

and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Licensee shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

(g) *Board of Directors*. Within one hundred and twenty (120) days of the Effective Date of this Agreement Licensee shall confirm in writing to City its board of directors and that 30% of the board's active voting members are either (i) current residents of the Town of Addison, and/or (ii) authorized local representatives of businesses whose principal place of business is located with the Town of Addison.

(h) *Board Liaison*. Within thirty (30) days of the Effective Date of this Agreement Licensee's board shall confirm the appointment of an individual selected by City to serve as City's liaison to the board, who shall be appointed as a non-voting member of the board.

(i) *Good Standing*. Licensee shall not have an uncured breach or default of this Agreement during the term hereof.

7.3 Payment Request. Licensee shall, as a condition precedent to City's payment of each Funding installment, provide the City with a completed Payment Request. For this Agreement, "Payment Request" shall mean a written request from Licensee to the City for payment of the installment payment accompanied by copies of a monthly financial report, updated inventory of personal property, and such other information, as may reasonably be requested by the City, reflecting the actual costs incurred and expenditures paid by Licensee for the Programming as of the date of the applicable Payment Request.

7.4 Repayment. In the event the Agreement is terminated by the City pursuant to Section 8.2 (c), (d), (e), and (f) the Licensee shall immediately repay to the City an amount equal to the Funding previously paid by the City to the Licensee, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank reasonably selected by the City) as its prime or base commercial lending rate, which shall accrue from the date the Funding was initially paid to Licensee.

7.5 Right of Offset. The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from the Licensee, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement (as defined in Section 8.2(e)) or otherwise and regardless of whether or not the debt due the City has been reduced to judgment by a court.

7.6 Source of Funding. The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City concerning the Funding be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Licensee. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

7.7 No Conflicts. No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the

conduct of the City's business. No officer, employee, representative, or volunteer of the Licensee shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof. For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

Article VIII
Default; Termination

8.1 Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement (excluding Licensee's obligation to pay the License Fee) and said breach is not cured within thirty (30) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the sixtieth (60th) day following the non-breaching party's notice of default.

8.2 Termination. This Agreement shall terminate upon any one of the following:

(a) upon expiration of this Agreement;

(b) by written agreement of the parties;

(c) upon ten (10) days written notice by the City, if Licensee fails to timely pay any portion of the License Fee in conformance with this Agreement;

(d) upon written notice by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not timely cured in conformance with Section 8.1, above;

(e) upon written notice by City in the event Licensee breaches any of terms or conditions of a Related Agreement and such breach is not timely cured in conformance the terms of such agreement (for purposes of this Agreement, "Related Agreement" means all current (unexpired) written agreements between Licensee and the City, including, without limitation, all rental agreements and public sponsorship, incentives and/or grants related to Licensee's operations);

(f) upon written notice by the City, if Licensee (i) becomes insolvent or generally not able pay its debts as such debts become due; (ii) makes a general assignment of all, or a substantial portion of, its assets for the benefit of creditors; (iii) institutes or has instituted against it any proceeding for the liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or (iv) the entry of an order for the appointment of a receiver, trustee or other similar official for it or for any substantial part of its assets, and in each such case the proceeding is not terminated, stayed or set aside within a period of sixty (60) days after it is instituted; or

(g) upon written notice by either party, if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

8.3 Removal of Property Upon Termination. City reserves the right and Licensee does hereby agree that City may store, dispose of, or remove any property of Licensee left in The Addison after the termination of this Agreement at Licensee's risk and expense. Licensee shall be liable for all costs and expenses incurred by City in such disposition, including reasonable charges for storage.

8.4 Restoration of Licensed Area. Within thirty (30) days following the expiration or earlier termination of this Agreement, Licensee shall restore the Licensed Area to substantially the same the condition in which the Licensed Areas existed on the Effective Date of this Agreement, ordinary wear and tear and loss due to other casualty beyond Licensee's control excepted.

8.5 Holdover. If Licensee continues to possess or occupy any portion of The Addison following the expiration of the term, and this Agreement has not been extended or superseded, this Agreement (a) shall be deemed to be a holdover tenancy from month to month but shall not itself constitute a renewal or extension of the term, (b) shall continue from month to month under the terms and conditions set forth herein, and (c) may be terminated by either party upon at least thirty (30) days written notice to the other party. All the terms and covenants of this Agreement apply to all holdover periods.

8.6 Force Majeure. No party shall be liable to the other party for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement (excluding Licensee's obligation to pay the License Fee) due to causes beyond the party's respective control or because of applicable law, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, terrorism, a government restriction, quarantine, or mandatory closure order enacted in response to a pandemic or other public health crises, or any other circumstance for which a party is not legally responsible or which is not reasonably within its power to control (each an event of "Force Majeure"). The party asserting Force Majeure shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention and has the burden of demonstrating (i) how and why their performance was so prevented, (ii) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (iii) that the party used reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.

Article IX
Insurance

9.1 Insurance Coverage. Licensee shall, during the Term of this Agreement, obtain and maintain insurance coverage required by City, and as set forth below:

(a) commercial general liability insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate;
(b) workers' compensation insurance at statutory limits;
(c) Comprehensive Automobile and Truck Liability Insurance covering owned, hired and non-owned vehicles, with minimum limits of $1,000,000, each occurrence, for bodily injury, death, and property damage, such insurance to include coverage for loading and unloading hazards; and
(d) Other such polices and limits as the City may reasonably required during the term of this Agreement.

9.2 Insurance Requirements. All insurance and certificate(s) of insurance required under this article shall be endorsed to contain the following provisions: (i) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (ii) provide for at least thirty (30) days prior written notice to the City for cancellation or non-renewal of the insurance; (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance; (iv) coverage shall

be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by the other party. Licensee shall provide written notice to the City of any material change of, or to, the insurance required herein. All insurance companies providing insurance coverage required by this section shall be authorized to transact business in Texas and rated an "A" by AM Best or other equivalent rating service. Licensee shall submit to the other certificate(s) of insurance evidencing insurance coverage required by this article together with copies of all endorsements, additional insured endorsements, and waiver of subrogation endorsements. City reserves the right, throughout the term of this Agreement, to maintain at City's sole expenses, one or more insurance policies related to The Addison, including general liability insurance for bodily injury, death or property damage, insuring City against all claims, demands, or actions relating to The Addison.

Article X
Assumption of Liability; Indemnity

10.1 Assumption of Liability. LICENSEE AGREES TO ASSUME AND DOES HEREBY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR DAMAGES OR INJURIES SUSTAINED BY PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, BY OR FROM (I) THE PERFORMANCE OF SERVICES PERFORMED AND TO BE PERFORMED HEREUNDER, OR (II) THE OCCUPATION AND USE OF THE ADDISON PURSUANT TO THIS AGREEMENT, BY LICENSEE OR BY ANY OF ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, MEMBERS, AGENTS, SERVANTS, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, PATRONS, GUESTS, VOLUNTEERS, CUSTOMERS, AND CONCESSIONAIRES (IN THE CAPACITY AS OWNER, OFFICER, DIRECTOR, MANAGER, EMPLOYEE, MEMBER, AGENT, SERVANT, REPRESENTATIVE, CONSULTANT, CONTRACTOR, SUBCONTRACTOR, LICENSEE, INVITEE, PATRON, GUEST, VOLUNTEER, CUSTOMER, OR CONCESSIONAIRE OF OR FOR LICENSEE), OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

10.2 Indemnity. 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 LICENSEE PURSUANT TO THIS AGREEMENT. LICENSEE HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF LICENSEE, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE LICENSEE SHALL INDEMNIFY THE CITY INDEMNITEE TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR

OTHER FORUM OF COMPETENT JURISDICTION).

10.3 Intellectual Property Indemnity. LICENSEE WARRANTS AND GUARANTEES THAT IN CONNECTION WITH LICENSEE'S EVENTS HELD AT THE ATC, NEITHER THE LICENSEE NOR LICENSEE PERSON WILL INFRINGE ON THE INTELLECTUAL PROPERTY RIGHTS (INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, PATENT, MASK, AND TRADEMARK) OF THIRD PARTIES. LICENSEE COVENANTS, FOR ITSELF AND ALL LICENSEE PERSONS, TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY INDEMNITEES (DEFINED ABOVE), FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, INJURIES, FINES, PENALTIES, COSTS (INCLUDING COURT COSTS AND ATTORNEYS' FEES), CHARGES, LIABILITY OR EXPOSURE FOR INFRINGEMENT OF OR ON ACCOUNT OF ANY TRADEMARK, COPYRIGHT, PATENTED OR UNPATENTED INVENTION, PROCESS, ARTICLE, LITERARY OR ARTISTIC WORK ARISING FROM LICENSEE'S USE OR OCCUPANCY OF THE ATC IN CONNECTION WITH THE AGREEMENT, INCLUDING ALL LICENSEE EVENTS, PROGRAMS, AND/OR PERFORMANCES.

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

10.5 No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

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

Article X
Claim Resolution Procedures

Pursuant to subchapter I, Chapter 271, Texas Local Government Code, Licensee agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by Licensee to the City within ninety (90) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to Licensee not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of Licensee, Licensee shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

Article XI
Miscellaneous Provisions

11.1 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) (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) e-mail of a PDF document containing the 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 that 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. For purposes of notification, the addresses of the parties shall be as follows:

The City's address:	The Licensee's address:
Town of Addison	WaterTower Theatre, Inc.
Attn: City Manager	Attn: Shane Peterman
P.O. Box 9010	15650 Addison Road
Addison, Texas 75001	Addison, TX 75001
E: dgaines@addisontx.gov	E: speterman@watertowertheatre.org

11.2 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

11.3 Venue and Governing Law. This Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas. Venue for any suit between the parties arising from or related to this Agreement shall be in state district courts of Dallas County, Texas.

11.4 Severability. The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

11.5 Amendments. This Agreement may only by amended by a written instrument signed by authorized representatives of both parties.

11.6 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

11.7 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

11.8 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

11.9 Drafting Provisions. This Agreement shall be deemed to have been drafted equally by all parties. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

11.10 No Third-party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

11.11 No Grant of Real Property Interest. The parties hereto understand and agree that this Agreement does grant or convey, and is not intended to grant or convey, an interest in real property. This Agreement shall not be filed by either party in the real property records of Dallas County and nothing in this Agreement shall be construed as a covenant running with the real property upon which The Addison is located.

11.12 Non-Discrimination. During the term of this agreement, Licensee shall not discriminate against any employee or applicant for employment because of race, age, color, sex, religion, ancestry, national origin, place of birth, or handicap.

11.13 Licensee Verifications. Licensee's execution of this Agreement shall serve as its formal acknowledgment and written verification that:

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

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

(c) pursuant to Texas Government Code Chapter 2251, that Licensee'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 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.

[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.

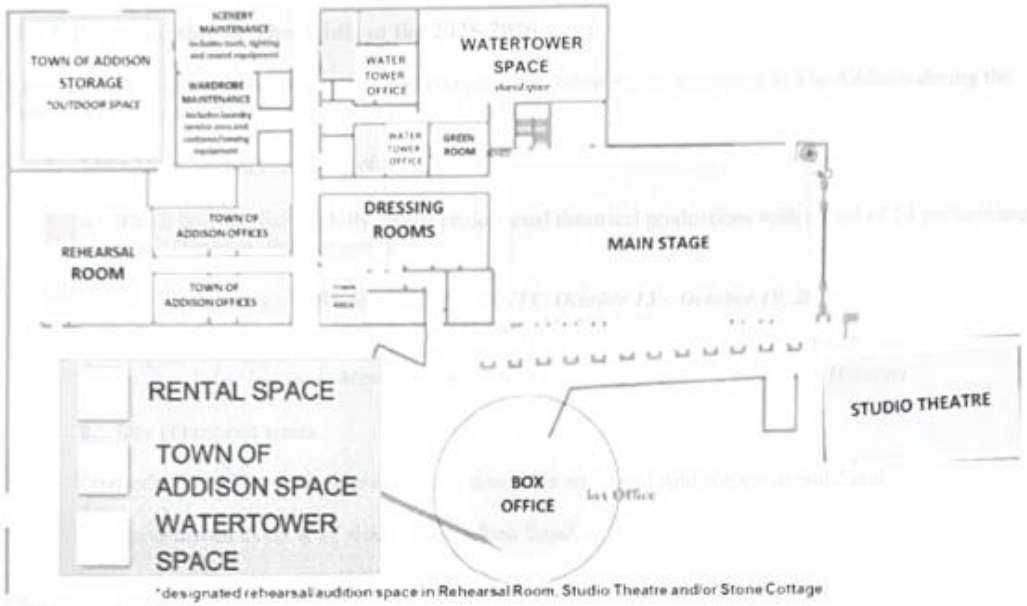
TOWN OF ADDISON, TEXAS	WATERTOWER THEATRE, INC.
By: _____ David Gaines City Manager	By: _____
Date: _____	Date: 10.6.25
Notice Address:	Notice Address:
Town of Addison Attn: City Manager P.O. Box 9010 Addison, Texas 75001 E: dgaines@addisontx.gov	WaterTower Theatre, Inc. Attn: Shane Peterman 15650 Addison Road Addison, TX 75001 E: speterman@watertowertheatre.org

List of Exhibits
(attached)

Exhibit A	Description of The Addison
Exhibit B	The Programming
Exhibit C	Fee Schedule
Exhibit D	Licensee Summary

Exhibit A

DESCRIPTION OF THE ADDISON



NOTES

1. Licensee will be entitled to use such areas of the WaterTower Space (depicted in yellow above) as may be authorized by City in writing in its sole discretion during the term of this Agreement. The City reserves the right to modify Licensee's access to the foregoing space from time to time, provided, the City will endeavor to provide access to such administrative space as is reasonably necessary for Licensee to conduct its operations in the manner contemplated in this Agreement.
2. Licensee must reserve all necessary spaces within The Addison in advance of each Licensee Event, including, without limitation, the Main Stage, Studio Theatre, and Lobby. Licensee will further need to reserve all spaces necessary for staging purposes such as auditions.
3. All spaces designated 'Available to Theatre Rental Groups' and shown in green above as Rental Space are available for reservation on a "first come" basis and shall require payment of all required fees and written confirmation from the Manager. As the resident company for The Addison Main Stage, the Licensee has priority (after the City) for the Main Stage and exclusive use of the Rehearsal Room at all times except during City's special events described in Exhibit B with an asterisk (*).
4. The City shall have the right to schedule any other events at The Addison that do not unreasonably interfere with an approved Licensee Event.

Exhibit B

THE PROGRAMMING

WTT Programming at The Addison for 2025-2026

Licensee shall administer, schedule, host, and complete the following programming at The Addison during the Term of this Agreement (collectively, the "Programming"):

1. Main Stage Season consisting of:

    a. The following four (4) fully staged professional theatrical productions with a total of 54 performances (the "Theatrical Productions"):

        i. *Broadway by North Texas (BWYXNTX)* ***October 13 – October 19, 2025***
        ii. *The Graduate,* ***January 5 – February 11, 2026***
        iii. *Goodnight Oscar,* ***March 9 – April 14, 2026***
        iv. *School of Rock,* ***May 4 – June 3, 2026*** *(Listed in Tripleseat as Cirque Holiday)*

    b. One (1) concert series

2. Quarterly WaterTower Pipeline events in partnership with local Addison restaurants; and

3. Exclusive discounts on WTT tickets for Addison Residents.

City Special Events

City hosts various special events throughout the year that take priority over all other events held at The Addison. City will promptly notify Licensee of the dates and times of each special event. Licensee shall ensure that all common areas are available for the City's exclusive use during the City's special events. As of the Effective Date, the following special events are scheduled:

1. *Addison Holiday in the Park* takes place on **12/7/25** in Addison Circle Park. (City may occupy and use balcony and lobby areas, expect large amounts of vehicles in the parking lot and surrounding streets on this day)
2. *Taste Addison* takes place on **4/17/26 - 4/19/26***
3. *Addison Kaboom Town!* takes place on **7/3/26***
4. *Addison Oktoberfest* takes place on **9/17/26 – 9/20/26***

****During these events, City will occupy and use the entire The Addison facility to support the events. Setup and teardown for each will begin one (1) week prior and conclude one (1) week after each event.***

Exhibit C

THE ADDISON MASTER FEE SCHEDULE

October 1, 2025 – September 30, 2026

LICENSE FEES

(Waived per Section 7.1)

DESCRIPTION	MONTHLY FEE
License Fee Office 115 Office 118 Stage Shop (shared use)	$1,200.00
Total Monthly License Fees	$1,200.00

THE ADDISON SPACE RENTAL FEES

DESCRIPTION	USE*	DAILY FEE
Main Stage	Performance	$300.00
	Production	$200.00
	Dark Days	$100.00
Studio Theatre	Performance	$150.00
	Production	$100.00
	Dark Days	$50.00
Stone Cottage	Any	$100.00
Rehearsal Room	Any	$200.00
Costume Shop	Any	$300.00

**Definitions:*
Performance Day includes any time an audience is in attendance or filming occurs, including preview and invited dress.
Production Day means any day that includes build, tech, rehearsal, strike, reconfigure space, education, or any other use.
Dark Day means any day the space is occupied by Licensee's scenery/equipment or cannot be rented due to Licensee's use or storage of personal property in the space.

MISCELLANEOUS

Key Replacement	$50.00 *per key*

NOTES

1. The License Fees are effective for the current season and subject to increase each subsequent season.
2. The Rental Fees are subject to change upon prior notice by City in conformance with Article VI of the License Agreement.

Exhibit D

LICENSE TERMS SUMMARY

FY2025-2026**REPRESENTATIVES**

For Licensee:

_____ _____
_____ _____
_____ _____

For City:

The Addison Performing Arts
Centre Manager
Attn: Nichole Belford
P: 972-450-6284
E:nbelford@addisontx.gov

KEY PROVISIONS SUMMARY

Effective Date:	October 1, 2025
Expiration Date:	September 30, 2026
Renewal Term:	None
License Fee	$1,200 per month [Section 6.1 + Exhibit C]
Payment Terms:	The License Fee shall be due and payable on or before the 15th day of each month for the immediately preceding month [Section 6.2]
Permitted Use:	Licensee's administrative operations; conducting Licensee Events; sponsoring or hosting educational programs and workshops; hosting fundraising events; any other use with the prior written approval of the Manager [per Article III]
Key Licensee Obligations:	• Licensee shall provide the Manager a written schedule of all Licensee Events [Section 4.1] • Licensee shall provide the Manager an updated inventory of all of personal property of Licensee located in The Addison [Section 3.6] • Licensee shall be responsible for timely removing all Licensee Improvements [Section 3.9] • Licensee shall be responsible for all damage [Section 3.12] • Licensee shall have its financial statements audited and submit to the City Manager [Section 3.13] • Licensee will prominently acknowledge the City for its support of Licensee in all appropriate printed materials [Section 3.2] • Licensee shall restore The Addison to a neat, clean, sanitary, and safe condition upon strike or may be assessed a daily rental fee [Section 3.11] • Licensee shall immediately notify City of any and all damages [Section 3.12] • Licensee must obtain City consent for rigging [Section 4.4] • Licensee shall use the Funding for the Programming [Section 7.2] • Licensee shall provide City monthly financial reports with each Funding Payment Request [Sections 7.2(b) & 7.3] • Licensee shall have a minimum 30% resident/business members on the board within 120 days from the Effective Date [Section 7.2(e)] • Licensee shall appoint City's designated board liaison [Section 7.2(f)]
Key City Obligations:	• City will provide routine janitorial service within the interior of The Addison on a regular basis, typically x4 per week [Section 5.2] • City will provide water, electric and HVAC [Section 5.4]
Improvements:	Allowed solely in conformance with [Section 3.9]
Signage:	City approval required for signage [Section 3.5]
Reserved Parking:	None [Section 3.7]
City Approvals:	Where the City's approval is required for any reason, Licensee shall provide written request to the Manager [Section 5.1]
Maintenance Requests:	Must be submitted to City via online request form

2025 City Council Regular Meeting **4. d.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Plano Symphony Orchestra and authorizing the City Manager to execute the Agreement in an amount not to exceed $10,000.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

Plano Symphony Orchestra

With the assistance of the incentive funding provided by the Town, Plano Symphony Orchestra shall produce a minimum of two (2) musical productions at

The Addison Performing Arts Centre for the 2025-26 season with an estimated total of three (3) performances.

FISCAL IMPACT

Funding in the amount of $10,000 was approved in the FY2026 budget in the Hotel Fund.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Plano Symphony Orchestra Incentive Funding Agreement

---

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INCENTIVE AGREEMENT BETWEEN THE TOWN OF ADDISON AND PLANO SYMPHONY ORCHESTRA IN AN AMOUNT NOT TO EXCEED $10,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide incentive funding to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby non-profit organizations actively engaged in promoting the arts within the Town may apply on an annual basis for incentive funding; and

WHEREAS, the City Council has authorized incentive funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Plano Symphony Orchestra submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that Plano Symphony Orchestra is a qualifying non-profit organization actively engaged in promoting the arts within the Town for the benefit of the public; and

WHEREAS, the Town and Plano Symphony Orchestra desire to enter into the attached agreement to set forth the terms and conditions regarding Plano Symphony Orchestra's use of the incentive funding during the 2025-2026 fiscal year.

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

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

SECTION 2. The Agreement for Funding between the Town and the Plano Symphony Orchestra in an amount not to exceed $10,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

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STATE OF TEXAS §
§ AGREEMENT FOR INCENTIVE FUNDING
COUNTY OF DALLAS §

This Agreement for Incentive Funding ("Agreement") is made and entered into as of October 14, 2025 by and between the Town of Addison, Texas (the "City") and Plano Symphony Orchestra (the "Organization").

WITNESSETH:

WHEREAS, the City and owns and operates The Addison Performing Arts Centre ("The Addison") for the purpose and providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

WHEREAS, the City has further determined that it is in the best interest of the City to provide funding authorized by Chapter 380 of the Texas Local Government Code to certain non-profit organizations that actively promote public purposes and benefit the public within the City; and

WHEREAS, the City Council as adopted an application process ("Application") whereby these organizations may apply for public funds that will be used to actively promote public purposes and benefit the public within the City; and

WHEREAS, the Organization submitted an Application to the City for consideration in the FY25-2026 budget year; and

WHEREAS, the City has reviewed the Application and determined that providing funding to the Organization in conformance with this Agreement will serve the public purpose of promoting The Addison, arts and tourism, and will generally benefit the City's residents.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas, and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from October 1, 2025, through September, 30 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. FUNDING USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This

Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of incentive funding received by the City (collectively, the "Program"):

(a) Organization shall produce a minimum of two (2) musical productions at The Addison Performing Arts Centre ("The Addison") for the 2025-26 season, with an estimated total of 3 performances;
(b) The Organization shall promote the City in its marketing materials in conformance with Section VIII(c) of this Agreement; and
(c) The Organization shall provide all reports required by this Agreement (see below).

The Organization shall submit detailed quarterly Program results and financial reports to the City on a form provided by the City. The reporting form may request information on, but not limited to, a narrative description of productions/performances, audience count by production/performance, and ticket sales by production/performance. , The quarterly reports shall be submitted on or before the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026(also the date for the annual report)

In addition, the Organization shall submit a final annual report detailing how the expenditures made by the Organization from the Funding were for expenses related to the Program.

Upon request by the City, the Organization shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

Failure to timely submit quarterly program results and financial reports to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Ten Thousand and No/100 Dollars ($10,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on April 1, 2026. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City

in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the

Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration, or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries, and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets, and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and a balance sheet in accordance with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must

be submitted to the City in electronic format to the City email address specified in this Agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The Organization must reserve all necessary spaces within The Addison in advance of each event including without limitation, the Main Stage, Studio Theatre, Lobby, and Stone Cottage. The Organization will further need to reserve all spaces necessary for staging purposes such as auditions and rehearsals.

(b) All spaces in The Addison designated as Rental Space are available for reservation on a "first-come" basis and shall require payment of all required fees and written confirmation from the Theatre Manager.

(c) The Organization shall comply with all City rules, policies, and directives, whether written or otherwise, applicable to the Organization's use of The Addison (herein "The Addison Rules"). The Organization shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with The Addison Rules and conduct themselves in a professional manner at all times while at The Addison. Failure to comply with The Addison Rules may constitute a breach of this Agreement and loss of Funding.

(d) The City may conduct an on-site visit to the Organization during the Term;

(e) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(f) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork, and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

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IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of an independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant, or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties, or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but

not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be

personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Gregory Patterson
Plano Symphony Orchestra
1635 Dorchester Drive
Plano, Texas 75075

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	PLANO SYMPHONY ORCHESTRA
By:_____	By: DocuSigned by: EE8C9DE9AB624A7...
David Gaines City Manager	Gregory Patterson President/CEO
Date:_____	Date: 10/2/2025

2025 City Council Regular Meeting **4. e.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Outcry Theatre in an amount not to exceed $10,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have been prepared for City Council consideration.

Outcry Theatre

With the assistance of the incentive funding provided by the Town, Outcry

Theatre shall produce a minimum of five (5) theatrical productions at The Addison Performing Arts Centre for the 2025-26 season with an estimated total of 38 performances.

FISCAL IMPACT

Funding in the amount of $10,000 from the Hotel Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Outcry Theatre Incentive Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INCENTIVE FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND OUTCRY THEATRE IN AN AMOUNT NOT TO EXCEED $10,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide incentive funding to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby non-profit organizations actively engaged in promoting the arts within the Town may apply on an annual basis for incentive funding; and

WHEREAS, the City Council has authorized incentive funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Outcry Theatre submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that Outcry Theatre is a qualifying non-profit organization actively engaged in promoting the arts within the Town for the benefit of the public; and

WHEREAS, the Town and Outcry Theatre desire to enter into the attached agreement to set forth the terms and conditions regarding Outcry Theatre's use of the incentive funding during the 2025-2026 fiscal year.

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

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

SECTION 2. The Agreement for Funding between the Town and the Outcry Theatre in an amount not to exceed $10,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 80224B3D-F97D-44EA-9133-67ADFBAD1DF8

STATE OF TEXAS §
§ AGREEMENT FOR INCENTIVE FUNDING
COUNTY OF DALLAS §

This Agreement for Incentive Funding ("Agreement") is made and entered into as of October 14, 2025 by and between the Town of Addison, Texas (the "City") and Outcry Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City and owns and operates The Addison Performing Arts Centre ("The Addison") for the purpose and providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

WHEREAS, the City has further determined that it is in the best interest of the City to provide funding authorized by Chapter 380 of the Texas Local Government Code to certain non-profit organizations that actively promote public purposes and benefit the public within the City; and

WHEREAS, the City Council as adopted an application process ("Application") whereby these organizations may apply for public funds that will be used to actively promote public purposes and benefit the public within the City; and

WHEREAS, the Organization submitted an Application to the City for consideration in the FY25-2026 budget year; and

WHEREAS, the City has reviewed the Application and determined that providing funding to the Organization in conformance with this Agreement will serve the public purpose of promoting The Addison, arts and tourism, and will generally benefit the City's residents.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas, and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from October 1, 2025, through September, 30 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. FUNDING USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not

conflict with the Organization's Application which is herein incorporated by reference. This Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of incentive funding received by the City (collectively, the "Program"):

I. Organization shall produce a minimum of five (5) theatrical productions at The Addison Performing Arts Centre ("The Addison") for the 2025-26 season, with an estimated total of 38 performances;
II. The Organization shall promote the City in its marketing materials in conformance with Section VIII(c) of this Agreement; and
III. The Organization shall provide all reports required by this Agreement (see below).

The Organization shall submit detailed quarterly Program results and financial reports to the City on a form provided by the City. The reporting form may request information on, but not limited to, a narrative description of productions/performances, audience count by production/performance, and ticket sales by production/performance. , The quarterly reports shall be submitted on or before the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026(also the date for the annual report)

In addition, the Organization shall submit a final annual report detailing how the expenditures made by the Organization from the Funding were for expenses related to the Program.

Upon request by the City, the Organization shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

Failure to timely submit quarterly program results and financial reports to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Ten Thousand and No/100 Dollars ($10,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on April 1, 2026. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization

fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration, or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries, and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets, and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and a balance sheet in accordance with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other

information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this Agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The Organization must reserve all necessary spaces within The Addison in advance of each event including without limitation, the Main Stage, Studio Theatre, Lobby, and Stone Cottage. The Organization will further need to reserve all spaces necessary for staging purposes such as auditions and rehearsals.

(b) All spaces in The Addison designated as Rental Space are available for reservation on a "first-come" basis and shall require payment of all required fees and written confirmation from the Theatre Manager.

(c) The Organization shall comply with all City rules, policies, and directives, whether written or otherwise, applicable to the Organization's use of The Addison (herein "The Addison Rules"). The Organization shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with The Addison Rules and conduct themselves in a professional manner at all times while at The Addison. Failure to comply with The Addison Rules may constitute a breach of this Agreement and loss of Funding.

(d) The City may conduct an on-site visit to the Organization during the Term;

(e) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(f) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork, and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of an independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant, or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties, or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"),

Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed

notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Becca Johnson-Spinos
Outcry Theatre, Inc.
1915 N. Central Expy., #120
Plano, Texas 75075

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**OUTCRY THEATRE**
By:_____	By: DocuSigned by: Becca Johnson-Spinos
David Gaines City Manager	Becca Johnson-Spinos Artistic Director
Date:_____	Date: 9/30/2025

2025 City Council Regular Meeting **4. f.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Funding Agreement between the Town of Addison and Accolade Community Theatre in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications were presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by the City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

Accolade Community Theatre

With the assistance of incentive funding provided by the Town, Accolade Community Theatre shall produce a minimum of three (3) theatrical productions

at The Addison Performing Arts Centre for the 2025-26 season with an estimated total of 21 performances.

FISCAL IMPACT

Funding in the amount of $5,000 from the Hotel Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Accolade Community Theatre Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INCENTIVE FUNDING AGREEMENT BETWEEN THE TOWN OF ADDISON AND ACCOLADE COMMUNITY THEATRE IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide incentive funding to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby non-profit organizations actively engaged in promoting the arts within the Town may apply on an annual basis for incentive funding; and

WHEREAS, the City Council has authorized incentive funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Accolade Community Theatre submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that Accolade Community Theatre is a qualifying non-profit organization actively engaged in promoting the arts within the Town for the benefit of the public; and

WHEREAS, the Town and Accolade Community Theatre desire to enter into the attached agreement to set forth the terms and conditions regarding Accolade Community Theatre's use of the incentive funding during the 2025-2026 fiscal year.

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

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

SECTION 2. The Agreement for Funding between the Town and the Accolade Community Theatre in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 1DA5E102-75DE-431A-A7C1-1B17EC3A7359

STATE OF TEXAS §
§ AGREEMENT FOR INCENTIVE FUNDING
COUNTY OF DALLAS §

This Agreement for Incentive Funding ("Agreement") is made and entered into as of October 14, 2025 by and between the Town of Addison, Texas (the "City") and Accolade Community Theatre (the "Organization").

WITNESSETH:

WHEREAS, the City and owns and operates The Addison Performing Arts Centre ("The Addison") for the purpose and providing and maintaining first class performance arts facilities within the Town of Addison for the benefit of its residents and the general public; and

WHEREAS, the City has further determined that it is in the best interest of the City to provide funding authorized by Chapter 380 of the Texas Local Government Code to certain non-profit organizations that actively promote public purposes and benefit the public within the City; and

WHEREAS, the City Council as adopted an application process ("Application") whereby these organizations may apply for public funds that will be used to actively promote public purposes and benefit the public within the City; and

WHEREAS, the Organization submitted an Application to the City for consideration in the FY25-2026 budget year; and

WHEREAS, the City has reviewed the Application and determined that providing funding to the Organization in conformance with this Agreement will serve the public purpose of promoting The Addison, arts and tourism, and will generally benefit the City's residents.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas, and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from October 1, 2025, through September, 30 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. FUNDING USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. This

Agreement does not bind the Organization to complete any specific program detailed below, however, the Organization shall, in good faith, complete all programs to the best of their ability pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of incentive funding received by the City (collectively, the "Program"):

(a) Organization shall produce a minimum of three (3) theatrical productions at The Addison Performing Arts Centre ("The Addison") for the 2025-26 season, with an estimated total of 21 performances;
(b) The Organization shall promote the City in its marketing materials in conformance with Section VIII(c) of this Agreement; and
(c) The Organization shall provide all reports required by this Agreement (see below).

The Organization shall submit detailed quarterly Program results and financial reports to the City on a form provided by the City. The reporting form may request information on, but not limited to, a narrative description of productions/performances, audience count by production/performance, and ticket sales by production/performance. The quarterly reports shall be submitted on or before the following dates:

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Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026(also the date for the annual report)

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Upon request by the City, the Organization shall make any and/or all its financial records available for inspection and review by the City or its designated representative(s).

Failure to timely submit quarterly program results and financial reports to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000.00) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on April 1, 2026. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City

in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

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IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the

Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration, or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review, and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries, and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets, and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and a balance sheet in accordance with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this Agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The Organization must reserve all necessary spaces within The Addison in advance of each event including without limitation, the Main Stage, Studio Theatre, Lobby, and Stone Cottage. The Organization will further need to reserve all spaces necessary for staging purposes such as auditions and rehearsals.

(b) All spaces in The Addison designated as Rental Space are available for reservation on a "first-come" basis and shall require payment of all required fees and written confirmation from the Theatre Manager.

(c) The Organization shall comply with all City rules, policies, and directives, whether written or otherwise, applicable to the Organization's use of The Addison (herein "The Addison Rules"). The Organization shall be responsible for ensuring that its managers, officers, employees, representatives, contractors, subcontractors, and invitees are familiar with The Addison Rules and conduct themselves in a professional manner at all times while at The Addison. Failure to comply with The Addison Rules may constitute a breach of this Agreement and loss of Funding.

(d) The City may conduct an on-site visit to the Organization during the Term;

(e) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(f) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork, and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of an independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant, or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties, or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and

conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the

other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Rachel Cross
Accolade Community Theatre
405 Fairview Drive
Richardson, Texas 75081

Email Address for Financial Reports:
jvillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**ACCOLADE COMMUNITY THEATRE**
By:_____	By: DocuSigned by: Rachel Cross CC9E57EC0A0443C...
David Gaines City Manager	Rachel Cross Chairman of the Board
Date:_____	Date: 9/24/2025

2025 City Council Regular Meeting **4. g.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Dallas Cat Lady in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Budget Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

FISCAL IMPACT

Funding in the amount of $5,000 from the General Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Dallas Cat Lady Grant Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND DALLAS CAT LADY, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Dallas Cat Lady submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Dallas Cat Lady desire to enter into the attached agreement to set forth the terms and conditions regarding Dallas Cat Lady's use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and the Dallas Cat Lady in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: F44CDE12-692C-46C4-959B-F95371CEE87D

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2025 by and between the Town of Addison, Texas (the "City") and Dallas Cat Lady (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

a) Spray/neuter services for stray, feral and adoptable cats.

b) Subsidize increased medical costs for those that are rehoming or abandoning their cats because of moves, deaths in the family, economic issues, etc.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Programs and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2026. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2026. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST

THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board

meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

(d) The Organization must be in good standing with the Town and have completed any required registration and documentation of a partner organization with Addison Animal Services. If the Organization uses volunteers to conduct Trap, Neuter, Release (TNR) on feral cats in the Town or to provide care to animals within the custody of the Town of Addison, the volunteer must be officially accepted through the Addison Volunteer Program including completing the required application, background check, and liability form. Additionally, for any animals that are obtained directly from Addison Animal Services, the Organization must complete, sign, and return to Addison Animal Services, the Addison Animal Services transfer contract. Failure to complete any of the requirements may result in a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

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conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

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Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

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During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications, and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Leigh Sessler
PO Box 181671
Dallas, Texas 75218

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any

reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**DALLAS CAT LADY**
By:_____	By: Signed by: Leigh Sessler
David Gaines, City Manager	Leigh Sessler, Executive Director
Date:_____	Date: 9/17/2025

2025 City Council Regular Meeting **4. h.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Metrocrest Services in an amount not to exceed $187,129 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Budget Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

Metrocrest Services Agreement

In Section II, Grant Use and Reporting, the agreement specifically lists the

program or services to be provided by Metrocrest Services with the grant funding. The program includes the services provided in their application as well as Homeless Outreach Program services, which were included in Metrocrest Services' FY2025 grant funding agreement, to be a partner to the Town in addressing homelessness.

FISCAL IMPACT

Funding for the grant amount of $187,129 from the General Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Metrocrest Services Grant Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND METROCREST SERVICES, IN AN AMOUNT NOT TO EXCEED $187,129.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Metrocrest Services submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Services desire to enter into the attached agreement to set forth the terms and conditions regarding Metrocrest Services' use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and the Metrocrest Services in an amount not to exceed $187,129.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 54A89BCA-FF32-4E38-BFB9-44983AF93295

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2025 by and between the Town of Addison, Texas (the "City") and Metrocrest Services (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

a) Food Assistance: Operate a client-choice Food Pantry and Mobile Food Pantry to provide consistent access to nutritious food.

b) Housing Stability: Offer rent and utility assistance to help individuals and families maintain stable housing and prevent homelessness.

c) Homeless Resources: Provide case management and connect homeless individuals and families to essential support services aimed at achieving permanent housing.

d) Financial Education & Workforce Development: Deliver one-on-one coaching and group classes focused on financial literacy, budgeting, goal setting, and employment readiness. Facilitate resource fairs and educational workshops.

e) Healthcare Navigation: Assist clients in understanding and accessing healthcare services, including insurance enrollment and medical provider connections.

f) Nutrition Education: Conduct hands-on classes and demonstrations in a Teaching Kitchen and Garden to promote healthy eating and nutrition awareness.

g) Holiday Programs: Distribute meals and resources during key times of the year, including Thanksgiving and Christmas. Provide a Holiday Store for families to select gifts and operate the Sack Summer Hunger program for students.

h) Complementary Partner Services: Collaborate with local service providers to offer access to mental health counseling, parenting classes, SNAP enrollment, vision clinics, and other supportive services.

i) Senior Services: Support aging-in-place initiatives through case management, meal deliveries, home safety repairs, mobility assistance, and community engagement opportunities.

Homeless Response Program:

a) Expand outreach and diversion services to prevent homelessness and connect individuals with necessary resources.

b) Foster collaboration with the Town to develop and implement effective homelessness solutions.

c) Establish specific reporting mechanisms to evaluate and communicate the impact of services provided to the community.

d) Seek additional resources to ensure ongoing support and enhancement of programs aimed at poverty reduction.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Programs and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than One Hundred Eighty-Seven Thousand One Hundred Twenty-Nine and No/100 Dollars ($187,129) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2026. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2026. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND

ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR). THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term

hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined

applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute

a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications, and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Mr. Tracy Eubanks
1145 N. Josey Lane
Carrollton, Texas 75006

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**METROCREST SERVICES**
By:_____	By: Signed by: Tracy Eubanks E4054BCB1052450_____
David Gaines, City Manager	Tracy Eubanks, CEO
Date:_____	Date: 9/17/2025

2025 City Council Regular Meeting **4. i.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Woven Health Clinic in an amount not to exceed $5,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have been prepared for City Council consideration.

FISCAL IMPACT

Funding for the grant amount of $5,000 from the General Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Woven Health Clinic Grant Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND EAGLES WINGS, INC. D/B/A WOVEN HEALTH CLINIC, IN AN AMOUNT NOT TO EXCEED $5,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Eagles Wings, Inc. d/b/a Woven Health Clinic submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Eagles Wings, Inc. d/b/a Woven Health Clinic desire to enter into the attached agreement to set forth the terms and conditions regarding Eagles Wings, Inc. d/b/a Woven Health Clinic's use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and the Eagles Wings, Inc. d/b/a Woven Health Clinic in an amount not to exceed $5,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: AF2596BF-58E2-4ABB-A125-5827453BE83D

STATE OF TEXAS §
§
COUNTY OF DALLAS §

AGREEMENT FOR GRANT FUNDING

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2025 by and between the Town of Addison, Texas (the "City") and Woven Health Clinic (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Deliver timely, preventive, and responsive medical care to uninsured Addison residents, including physical exams, chronic disease management, health screenings, and vaccinations. Services shall be provided by bilingual, culturally competent healthcare professionals.

(b) Offer ongoing care for patients with conditions such as diabetes, hypertension, and obesity, including lab testing, medication monitoring, and personalized self-management education to improve long-term health outcomes and reduce emergency room visits.

(c) Provide integrated behavioral health services through licensed mental health professionals, supporting patients with depression, anxiety, trauma, and chronic stress.

(d) Connect patients to registered dietitians for individualized nutrition counseling and chronic disease education, including cooking classes and hands-on nutrition learning, especially for those facing food insecurity.

(e) Offer virtual healthcare appointments to ensure continued access for patients with transportation, mobility, or time barriers, enhancing continuity of care.

(f) Utilize funding to support direct patient care, medical supplies, and staffing, ensuring equitable access to whole-person healthcare for underserved Addison residents.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Programs and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Five Thousand and No/100 Dollars ($5,000) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2026. However, the Organization may send a written request to the City Manager's Office for an advance of the second

fifty percent (50%) distribution prior to May 30, 2026. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON

TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION

OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications, and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Jackie Rakowski
1 Medical Parkway, Ste 149
Farmers Branch, Texas 75234

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**WOVEN HEALTH CLINIC**
By:_____	By: Signed by: Jackie Rakowski
David Gaines, City Manager	Jackie Rakowski, Executive Director
Date:_____	Date: 9/17/2025

2025 City Council Regular Meeting **4. j.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Jewish Family Service in an amount not to exceed $25,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

FISCAL IMPACT

Funding for the grant amount of $25,000 from the General Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Jewish Family Service Grant Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND JEWISH FAMILY SERVICE OF GREATER DALLAS, IN AN AMOUNT NOT TO EXCEED $25,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Jewish Family Service of Greater Dallas submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Jewish Family Service of Greater Dallas desire to enter into the attached agreement to set forth the terms and conditions regarding Jewish Family Service of Greater Dallas' use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and the Jewish Family Service of Greater Dallas in an amount not to exceed $25,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: 2753C5ED-B4F8-4665-A1FD-742043B7F52A

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2025 by and between the Town of Addison, Texas (the "City") and Jewish Family Service of Greater Dallas (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Operate a client-choice model pantry that provides low-to-moderate income (LMI) households with access to healthy, diverse grocery items, toiletries, and household necessities, allowing clients to select items that best meet their needs.

(b) Address chronic food insecurity by supporting clients with regular access to nutritious food and empowering them to make informed dietary choices that promote long-term well-being.

(c) Offer personalized support through agency case managers who assist clients in accessing government assistance programs and navigating available social services.

(d) Connect clients to a wide range of JFS internal services, including:

a. Employment and financial coaching
b. Emergency financial assistance
c. Low-cost primary healthcare
d. Adult and children's mental health counseling

(e) Provide referrals to external partner organizations for additional support as needed.

(f) Facilitate access to the Kosher home-delivered meals program for eligible seniors and disabled adults and offer transportation assistance for medical appointments when required.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Programs and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Twenty Five Thousand and No/100 Dollars ($25,000) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2026. However, the

Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2026. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of

termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets

and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control

over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the

Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications, and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Cathy Barker
5402 Arapaho Road
Dallas, Texas 75248

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

Docusign Envelope ID: 2753C5ED-B4F8-4665-A1FD-742043B7F52A

TOWN OF ADDISON, TEXAS	JEWISH FAMILY SERVICE OF GREATER DALLAS
By:_____	By: Signed by: Cathy Barker
David Gaines, City Manager	Cathy Barker, President & CEO
Date:_____	Date: 9/16/2025

2025 City Council Regular Meeting **4. k.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Traffick911 in an amount not to exceed $15,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

FISCAL IMPACT

Funding for the grant amount of $15,000 from the Child Safety Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Traffick911 Grant Funding Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND TRAFFICK911, IN AN AMOUNT NOT TO EXCEED $15,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Traffick911 submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Traffick911 desire to enter into the attached agreement to set forth the terms and conditions regarding Traffick911's use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and the Traffick911 in an amount not to exceed $15,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: F2C51C8B-1AE8-4E62-AAEA-4A88EE8C7EE7

STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 1st day of October, 2025 by and between the Town of Addison, Texas (the "City") and Traffick911 (the "Organization").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City, as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 1st day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

Voice & Choice Program

(a) Respond within 60 minutes to child sex trafficking (CST) recoveries in coordination with law enforcement. Provide immediate support including felt safety, clothing, hygiene items, food, safety planning, and shelter placement. Each youth is assigned a trained Advocate to begin trust-building immediately.

(b) Support legal processes and perpetrator prosecution in collaboration with law enforcement.

(c) Facilitate trauma-informed stabilization through consistent relationship-building between the youth and their Advocate.

(d) Provide access to therapeutic activities and "healthy play" to foster healing and emotional regulation.

(e) Offer ongoing support through age 21 based on youth need and engagement.

(f) Deliver trauma-informed case management, personalized goal planning, and support in education, employment, safe housing, and positive community relationships.

(g) Work to reduce re-victimization risk through a holistic, survivor-led approach.

Family Support Services

a) Educate guardians and caregivers on sex trafficking and trauma. Introduce available services and equip families with tools to support their child's recovery.

b) Assign a Family Support Advocate to provide crisis support, facilitate weekly support groups, and act as a liaison between the caregiver, child, and Advocate.

c) Provide access to an in-house Caregiver Counselor offering free therapeutic services and support during crisis responses.

d) Engage the family unit in the healing journey to reduce vulnerabilities and prevent recidivism by strengthening relational connections and support systems.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Programs and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026

Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Fifteen Thousand and No/100 Dollars ($15,000) ("Funding") as follows: fifty percent (50%) of the Funding shall be paid to the Organization within thirty (30) days of the City's execution of this Agreement, and the remaining fifty percent (50%) of the Funding shall be paid to the Organization on May 30, 2026. However, the Organization may send a written request to the City Manager's Office for an advance of the second fifty percent (50%) distribution prior to May 30, 2026. Approval of such an advance of Funding shall be at the City Manager or City Manager designee's sole discretion. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. Funding shall never carry over into the subsequent fiscal year. If the Organization fails to complete any Program within the Term, the Organization shall immediately inform the City in writing.

The Funding shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

IV. RESPONSIBILITY; INDEMNIFICATION

(a) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE ORGANIZATION SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO

THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all revenues, expenses, assets and liabilities, including, without limitation, each expenditure of Funding received pursuant to this Agreement. Financial records shall be sent to the City quarterly in the form of both a profit-loss statement and balance sheet in accord with generally accepted accounting principles (GAAP). Upon request by the City, the Organization shall make its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, at the Organization's expense, setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

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The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

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The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

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During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

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The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"),

Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications, and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is

shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Leah Albright-Byrd
4575 Claire Chennault
Addison, Texas 75001

Email Address for Financial Reports:
ivillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**TRAFFICK911**
By:_____	By: Signed by: Leah Albright-Byrd
David Gaines, City Manager	Leah Albright-Byrd, CEO
Date:_____	Date: 9/26/2025

2025 City Council Regular Meeting **4. I.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Community Engagement
Vibrant and Active Community

AGENDA CAPTION:

Consider action on a Resolution approving a Grant Funding Agreement between the Town of Addison and Addison Arbor Foundation in an amount not to exceed $45,000, approving additional matching funding in an amount not to exceed $20,000, and authorizing the City Manager to execute the Agreement.

BACKGROUND:

The Town of Addison administers a Non-Profit Funding Program to support local non-profit organizations serving the Addison community. On April 8, 2025, City Council adopted Non-Profit Funding Program Guidelines to provide structure to the program with clear categories, eligibility requirements, and a defined application and review process.

FY2026 Program Application Cycle

The following outlines key steps and timeline in the process for the FY2026 funding application cycle:

- **Application Period:** Applications opened on April 11, 2025 and were due by May 23, 2025. Applications were posted online to the Town's website, emailed to prior applicants, and marketed through the Town's communication channels.
- **Presentations:** Applications presented to the City Council Community Partnership Committee on June 26, 2025 and July 10, 2025. Applicants made a brief presentation followed by questions from the Committee. These meetings were recorded and are available on the Town's website.
- **Committee Review:** The Committee discussed and developed funding recommendations for the full City Council based on general evaluation criteria for each program category.
- **Council Approval:** Council reviewed and discussed the Committee's funding recommendations during the FY2026 Budget Work Sessions on August 5 and 6, 2025. The funding recommendations were approved by City Council in the Town's adopted FY2026 Budget.
- **Agreements:** Funding agreements have now been prepared for City Council consideration.

FISCAL IMPACT

Funding for the total grant in an amount not to exceed $65,000 from the General Fund was approved in the FY2026 Budget. Per the agreement, a $45,000 grant will be provided to the Addison Arbor Foundation with an additional $20,000 eligible for matching funds.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Addison Arbor Foundation Grant Funding Agreement

---

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR GRANT FUNDING BETWEEN THE TOWN OF ADDISON AND ADDISON ARBOR FOUNDATION, IN AN AMOUNT NOT TO EXCEED $45,000.00; APPROVING ADDITIONAL MATCHING FUNDING NOT TO EXCEED $20,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has investigated and determined that it is in the best interest of the Town of Addison, Texas ("Town") to provide a grant of public funds to various non-profit organizations that provide public programs directly benefiting the Town's citizens as well as the general public; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby these organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Addison Arbor Foundation submitted a Program application to the Town for consideration; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Addison Arbor Foundation desire to enter into the attached agreement to set forth the terms and conditions regarding Addison Arbor Foundation's use of the allocated Program funding.

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

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

SECTION 2. The Agreement for Grant Funding between the Town and Addison Arbor Foundation in an amount not to exceed $45,000.00 and providing for a dollar-for-dollar match of additional funding not to exceed $20,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

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STATE OF TEXAS §
§ AGREEMENT FOR GRANT FUNDING
COUNTY OF DALLAS §

This Agreement for Grant Funding ("Agreement") is made and entered into as of the 14th day of October, 2025 by and between the Town of Addison, Texas (the "City") and Addison Arbor Foundation (the "Organization" or "AAF") (cumulatively the "Parties").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide a grant of public funds to organizations that promote valid public purposes and benefit the public within the City; and

WHEREAS, the City Council has adopted an application process ("Application") whereby these organizations may apply for public funds that will be used for valid public purposes within the City as determined by the City; and

WHEREAS, the Organization submitted an Application to the City for consideration; and

WHEREAS, the City has reviewed the Application, investigated and determined that the requests set forth in the Application are for a valid public purpose and will benefit its citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be for a period of one year from the 14th day of October, 2025, through the 30th day of September, 2026, except as otherwise provided for herein, and subject to the earlier termination of this Agreement ("Term"). The Program, hereinafter defined, must be completed during the Term of the Agreement to the satisfaction of the City.

II. GRANT USE AND REPORTING

Any Funding received by the Organization pursuant to this Agreement shall be for the benefit of and for the promotion of valid public purposes within the Addison community and must not conflict with the Organization's Application which is herein incorporated by reference. The Organization shall complete all Programs pursuant to this Agreement. If the Organization determines that any program cannot be completed, it shall immediately inform the City in writing.

Accordingly, the Organization shall complete the following program(s) with the assistance of grant funding received by the City (collectively, the "Program"):

(a) Purchase or commission and install public art piece(s) in locations identified in collaboration with the Addison Parks Department. The locations shall be located on Town property, or easements granted to the Town on new construction or existing property. Artwork selection, commissioning, and installation must be done in accordance with the Town's Public Art Policy. The City must provide prior written approval for the artists, selected artwork, and location of the installation;

The following preliminary projects were identified and included in the Organization's application for funding or discussed with the Organization:

- Les Lacs Pond Improvement Project – Additional funding to supplement allocated funds for a 3-panel mosaic wall artwork and a small sculpture at the south end of the pond area.
- Additional Potential Projects – Evaluating potential artists and artworks for other future installations. Selection of and priority for projects to be determined after consultation with the Parks Department.
    - Currently under discussion: Artwork for courtyard or area outside of the Addison Performing Arts Centre – a potential sculpture has been identified.
    - Other potential public art sites include south Quorum and other park areas.
- Conduct a public art survey to identify potential future artwork to be installed in East Addison at Winwood Park or other areas identified through the survey.

(b) Fund the Organization's operating expenses.

In satisfaction hereof and as determined by the City, the Program may be provided directly by the Organization or funding of the Program may be provided to the City by the Organization. The Program will be provided upon the prior approval by the City. Design for any of the Program provided by the Organization is subject to the City's approval prior to installation thereof.

The Organization shall submit detailed quarterly Program results to the City on a form provided by the City. The form shall include information and metrics on the Program and list the expenditures made by the Organization with the Funding received pursuant to this Agreement. The quarterly reports shall be submitted by the following dates:

Quarter 1 (Oct. 1, 2025 – Dec. 31, 2025): due by January 30, 2026
Quarter 2 (Jan. 1, 2026 – March 31, 2026): due by April 30, 2026
Quarter 3 (April 1, 2026 – June 30, 2026): due by July 31, 2026
Quarter 4 (July 1, 2026 – Sept. 30, 2026): due by October 30, 2026

Failure to timely submit quarterly program results to the City is a material breach of this contract and could result in withholding of funds or termination by the City under the terms of section V below.

III. FUNDING

The City shall pay to the Organization the sum of no more than Forty Five Thousand and No/100 Dollars ($45,000.00) ("Funding") within thirty (30) days of the City's execution of this Agreement. All Funding shall be made contingent upon the Organization's compliance with the Agreement terms and conditions herein. While funding is generally limited to the current fiscal year, due to the nature of the projects that are commissioned by the Organization, it is understood that Program undertaken by the Organization may not be completed within the Term. If the Organization fails to complete the Program, the Organization may be allowed to continue the Program, provided that it complies with the terms of this Agreement, including quarterly reporting on the expenditure of Funding. If the Organization fails to complete the Program identified herein to the satisfaction of the City within the Term, then the Organization shall return any and all unexpended Funding to the City immediately upon request, and the Organization may be ineligible for the receipt of Funding the following year.

Notwithstanding anything to the contrary provided herein, the parties agree that the Organization is eligible for a dollar-for-dollar match not to exceed Twenty Thousand and No/100 Dollars ($20,000.00) at the sole discretion and determination of the City, if the Organization can demonstrate to the satisfaction of the City that it has accumulated additional funding from private donations outside of the City within the Term of this Agreement ("Matching Funds"), in accordance with the provisions of Exhibit "A" attached hereto and incorporated herein for all purposes.

The Funding (including all Matching Funds) shall be paid solely from lawfully available funds. Under no circumstances shall the obligations of the City hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding shall be paid from funds of the City consistent with Article III, Section 52(a) of the Texas Constitution. Further, the City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the Organization. None of the obligations of the City under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution

IV. RESPONSIBILITY; INDEMNIFICATION

(A) IN THE EVENT THAT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, THE ORGANIZATION AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CITY, AND THE CITY'S OFFICIALS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND

ATTORNEYS' FEES EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF THE CITY.

THE PARTIES SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY, OR THE CITY'S OFFICIALS OR EMPLOYEES OR THE ORGANIZATION RELATED TO OR ARISING OUT OF THE ORGANIZATION'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT THE ORGANIZATION'S SOLE COST AND EXPENSE (NOT TO EXCEED $350.00 PER HOUR).

THE PROVISIONS OF THIS SECTION IV, INCLUDING THE DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION, AND ANY OTHER DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION SET FORTH IN THIS AGREEMENT, SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

V. TERMINATION

This Agreement may be canceled and terminated by either party at any time and for any reason or no reason upon giving at least thirty (30) days' written notice to the other party hereto. Notice of termination shall be sent in compliance with Section XVII herein. IMMEDIATELY UPON TERMINATION OF THIS AGREEMENT, ANY FUNDING NOT PROPERLY ALLOCATED TO THE PROGRAM HEREIN, AS DETERMINED BY THE CITY IN ITS SOLE DISCRETION, SHALL BE RETURNED.

Upon Agreement termination and payment or tender of any refund, all obligations of the Organization under this Agreement shall be discharged, except as otherwise provided herein (e.g., obligations surviving termination of this Agreement). After which, no action shall lie or accrue for additional benefit, consideration or value for or based upon the Program performed under or pursuant to this Agreement.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, from this Agreement or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer, employee, representative, or volunteer of the Organization shall have any financial interest, direct or indirect, in this Agreement or the proceeds hereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, the Organization shall submit a budget showing the use of the Funding provided, pursuant to this Agreement, for the City's review and the Organization shall make such quarterly financial reports to the City, as provided for herein, listing the expenditures made by the Organization from the Funding.

Funding received hereunder may be spent for day-to-day operations, supplies, salaries and administrative costs (including the completion of a compilation report), provided that such costs are necessary for Program completion purposes, for which the Funding may be used as described herein.

The Organization shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of Funding received pursuant to this Agreement. On request of the City at any time, the Organization shall make all its financial records available for inspection and review by the City or its designated representative(s).

Within ninety (90) days of the end of the Organization's fiscal year, the Organization shall provide the City with a financial statement signed by the Chairman of the Organization's Board of Directors (or other person acceptable to the City) setting forth the Organization's income, expenses, assets and liabilities. SUCH OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Beginning FY 2017, and every other year thereafter, so long as the Organization is a recipient of grant funding, the Organization shall provide the City financial statement(s) prepared by its accountant or financial officer within ninety (90) days of the end of the applicable fiscal year. Likewise, beginning FY 2018 and every other year thereafter, so long as the Organization is a recipient of grant funding, the City may request a compilation report prepared by an independent accounting firm prior to the end of the applicable fiscal year. The Organization shall deliver the compilation report to the City within one hundred twenty (120) days of the end of the applicable fiscal year. If this Agreement is terminated prior to its expiration, the Organization shall provide such reports as required for the City for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof.

All application materials, financial information, quarterly (or other) reports, any other information described herein or required hereunder, and general correspondence with the City must be submitted to the City in electronic format to the City email address specified in this agreement. Additionally, the City may require that such materials, information, reports, and correspondence also be provided to the City in a hard-copy, non-electronic format.

VIII. ADDITIONAL REQUIREMENTS OF THE ORGANIZATION

The Organization agrees to the following:

(a) The City may conduct an on-site visit to the Organization during the Term;

(b) Within thirty (30) days of the City's execution of this Agreement, the Organization shall provide to the City a current list of all Organization board members and a schedule of all board meetings. A representative(s) from the City may choose to attend any scheduled board meetings. The City shall be immediately notified in writing of any changes to the schedule; and

(c) The City, through its official logo(s), shall be prominently recognized as a supporter of the Organization in all marketing materials produced or published by the Organization during the term hereof (including all print and digital marketing materials regardless of platform). The Organization shall notify the City in writing of its intent to produce or publish any such marketing materials and provide the City a reasonable opportunity to elect to have its logo(s) removed from the materials prior to publication. The Organization shall use the City's designated logo(s) in strict conformance with the City's currently adopted branding guidelines. The City hereby grants the Organization a limited, non-exclusive license to use the City's logo solely for the foregoing purposes and the trade names, trademarks, service marks, logos, designs, identification, decals, artwork and other symbols and devises associated with the City ("City Marks") shall at all times remain the sole and exclusive property of the City. The Organization shall not license, sublicense, or use the City Marks in any manner, other than as expressly permitted in this subsection (c), without the prior written approval of the City.

IX. INDEPENDENT CONTRACTOR

In completing the Program under this Agreement, the relationship between the City and the Organization is that of independent contractor, and the City and the Organization by the execution of this Agreement do not change the independent status of the Organization. The Organization is an independent contractor, and no term or provision of this Agreement or action by the Organization in the performance of this Agreement is intended nor shall be construed as making the Organization the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship, or to allow the City to exercise discretion or control over the manner in which the Organization performs the Program which is described in this Agreement.

X. NON-ASSIGNABILITY; NO THIRD-PARTY BENEFIT

The parties agree the Organization has no authority to assign, transfer, or otherwise convey, by any means whatsoever, this Agreement or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any attempted assignment, transfer, or other conveyance of this Agreement without such approval shall be null and void and be cause for immediate termination of this Agreement by the City.

This Agreement is solely for the benefit of the parties hereto and is not intended to and shall not be deemed to create or grant any rights, contractual or otherwise, to any third person or entity.

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XI. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Agreement shall be deemed to constitute that the City and the Organization are partners or joint ventures with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Agreement creates, a joint enterprise.

XII. NON-DISCRIMINATION

During the term of this Agreement, the Organization agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex (as defined by applicable state and federal law), religion, ancestry, national origin, disability, veteran status, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; AGREEMENT SUBJECT TO LAWS; RECITALS

The Organization shall observe and abide by, and this Agreement is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies including, without limitation, the Charter and Ordinances of the City, as the same currently exist or as they may be hereafter amended.

The Organization acknowledges that any and all records of the Organization, including but not limited to documents which describe, relate to, convey and/or illustrate the obligations, terms and conditions set forth in this Agreement may be subject to the Texas Public Information Act (the "Act"), Texas Government Code Chapter 552, as amended. The Organization agrees to fully and promptly cooperate with the City in responding to requests for information received by the City for the foregoing information pursuant to the Act. In the event the Organization determines that any of its information responsive to a request under the Act is confidential and/or exempt from disclosure to the public under the provisions of the Act, the Organization shall, at its cost, be solely responsible for asserting arguments to the Office of the Attorney General pursuant to §552.305(b) of the Act, and for filing any and all subsequent appeals relating to an opinion of the Texas Attorney General that requires disclosure of the Organization's confidential information. Notwithstanding the foregoing, the Organization agrees that the City may, but shall be under no obligation to, submit arguments to the Attorney General relating to reasons the Organization's confidential information is exempt from disclosure to the public under the Act, regardless of whether the Organization has asserted its own arguments to the Attorney General.

The above and foregoing recitals to this Agreement are true and correct and incorporated herein and made a part hereof.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions

shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Agreement are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Agreement shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and the Organization agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:
Attn: City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

The Organization's address:
Dr. Jay M. Ihrig
Addison Arbor Foundation
P.O. Box 1649
Addison, Texas 75001

Email Address for Financial Reports:
jvillalta@addisontx.gov

XVIII. SEVERABILITY

The terms of this Agreement are severable, and if any section, paragraph, clause, or other portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Agreement initially.

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XIX. AUTHORITY TO EXECUTE AGREEMENT

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

XX. ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement and agreement between the City and the Organization and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Organization.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

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

[signature page follows]

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IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS	**ADDISON ARBOR FOUNDATION**
By:_____	By: Signed by: [signature]
David Gaines, City Manager	Dr. Jay M. Ihrig, President & Director
Date:_____	Date: 9/23/2025

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EXHIBIT "A"

DESCRIPTION OF "MATCHING FUNDS" AND PROCESS FOR DISTRIBUTION OF MATCHING FUNDS FOR ADDISION ARBOR FOUNDATION

For every One Dollar of Private Donations (as hereinafter defined) actually received by the Addison Arbor Foundation ("AAF"), the City shall, in accordance with the provisions of this Agreement, pay to AAF Matching Funds in an amount up to but not exceeding Twenty Thousand and No/100 Dollars ($20,000) for Fiscal Year 2026. In order to receive Matching Funds, AAF shall provide to the City such proof of its receipt of Private Donations as the City shall reasonably require. Beginning October 1, 2025, AAF may submit an application on a monthly basis for Matching Funds based on Private Donations received with a minimum funding request of $2,000. Each application must be submitted on or before the 15th day of the month and shall be on a form provided by the City. At the conclusion of Fiscal Year 2026, AAF may submit a final year-end application, regardless of the amount, for any eligible Private Donations received on or before September 30, 2026, that have not previously been claimed. This final application must be submitted no later than October 15, 2026. Private Donations received during any prior month or quarter of the fiscal year, but not included in a previous application, may be included in any future application submitted during the fiscal year, or in the final year-end application, provided they meet all other requirements of this Agreement

For the purposes of this Agreement, the term "Private Donations" shall mean and include: cash funds actually received by AAF during the term hereof from any private donations in the form of cash and received by the AAF on or before September 30, 2026. Pledged amounts shall not count toward the Private Donations for the calculation of Matching Funds.

2025 City Council Regular Meeting **4. m.**

Meeting Date: 10/14/2025

Department: City Manager

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

AGENDA CAPTION:

Consider action on a Resolution approving a service agreement between the Town of Addison and the Metrocrest Chamber of Commerce in an amount not to exceed $42,000 and authorizing the City Manager to execute the Agreement.

BACKGROUND:

Metrocrest Chamber of Commerce, a non-profit organization receiving funding from the Town, went through the same application and process as other non-profit organizations for FY2026. The Town's Non-Profit Funding Program Guidelines were adopted on April 8, 2025 to provide structure to the program and a defined application and review process.

Metrocrest Chamber completed an application and presented to the Community Partnership Committee on July 17, 2025. The Committee discussed and developed funding recommendations to the full City Council.

Council reviewed and discussed the Committee's funding recommendations during the FY2026 budget workshops on August 5 and 6. The funding recommendations were approved by City Council in the Town's adopted FY2026 budget. Funding agreements have been prepared for City Council consideration.

Metrocrest Chamber of Commerce

The attached Service Agreement defines a work plan and quarterly reports to be provided to the Town in order to qualify for payments. The following items are included in the work plan:

A. Economic Development Marketing:

- Provide marketing support to the Addison Economic Development Department, including support and participation in the Annual Economic Development Luncheon.
- Conduct a Business Expo with marketing targeted at Addison businesses and provide educational sessions for attendees.
- Target Addison-based Chamber members to renew chamber membership.

- Conduct Economic Development Committee meetings with members, investors, local elected officials, and tri-city departments to advance the goals and mission of the Addison Economic Development Department.
- Collaborate on BREP (Business Retention and Expansion Program) targeted at Addison-based businesses and headquarters.
- Collaborate on hosting a realtor-focused event with updates on the Addison residential market.

B. Entrepreneur Development / Small Business Support:

- Highlight local resources available to entrepreneurs (e.g., SBDCs, SCORE, etc).
- Host at least one educational event geared towards small businesses.
- Reach out to Addison co-working spaces to provide resources for their members.
- Provide support to the Addison Economic Development Department on new entrepreneurial initiatives.
- Provide support to Addison-based restaurants in collaboration with local restaurant associations.

C. Addison Business Profile Support:

- Organize and conduct a Business Expo to be held in the Town of Addison, with marketing targeted at Addison businesses and educational sessions for business attendees.
- Organize and conduct the annual Mayors' Forum showcasing the State of the City addresses from the Addison, Carrollton, and Farmers Branch Mayors.
- Provide local leadership development opportunity via Leadership Metrocrest.
- Provide ribbon-cutting support for new Chamber members in the Addison area.
- Provide support to George Herbert Walker Bush Elementary School to connect them with the business community.
- Collaborate on the creation of the Metrocrest Manufacturing and Distribution Alliance targeted at Addison industrial focused businesses.

D. Develop Strategies to Connect the Addison Airport Community with the Addison Business Community

- Provide airport management, tenants, and users opportunities to attend and benefit from Chamber events such as the Business Expo, Chairman's Circle, etc.
- Increase awareness of the Airport, new customs facility, and third Fixed Base Operator to Chamber members, work with key Airport staff to develop strategic community engagement.
- Work with Airport staff to host at least one event at the airport (e.g., virtual/in-person State of the Airport, Airport Appreciation Program, etc.).

E. Metrocrest Chamber of Commerce Event Sponsorship:

- Provide the Addison Economic Development Department with top sponsorship acknowledgment at the following events: Business Expo, Annual Awards Luncheon and Economic Development Summit.
- Any and all advertising materials, publications, and websites for the events outlined in Subsection E(1) herein shall reflect the Addison Economic Development Department's sponsorship.

FISCAL IMPACT

Funding for the service agreement in the amount of $42,000 from the Economic Development Fund was approved in the FY2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Metrocrest Chamber of Commerce Service Agreement

---

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A SERVICE AGREEMENT BETWEEN THE TOWN OF ADDISON AND METROCREST CHAMBER OF COMMERCE IN AN AMOUNT NOT TO EXCEED $42,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas ("City Council") has determined that it is in the best interest of the Town of Addison, Texas ("Town") to encourage and promote business development within the Town; and

WHEREAS, the City Council has adopted a non-profit organization grant program ("Program") whereby various non-profit organizations may apply on an annual basis for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the City Council has authorized funding for the Program in the Town's current fiscal year budget; and

WHEREAS, Metrocrest Chamber of Commerce submitted a Program application to the Town for consideration;

WHEREAS, Metrocrest Chamber of Commerce has a mission to create economic prosperity for its members by providing programs, resources, and support services that assist and benefit businesses, government, and citizens; and

WHEREAS, the Town has reviewed the Program application and investigated and determined that the requests set forth in therein are for a public purpose and will benefit its citizens; and

WHEREAS, the Town and Metrocrest Chamber of Commerce desire to enter into the attached service agreement for FY25-26 under which the Town will provide monetary support to Metrocrest in exchange for Metrocrest providing certain economic development services to the Town, including marketing services, entrepreneur development, small business support services, and services connecting the Addison Airport community with the Addison business community.

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

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

SECTION 2. The service agreement between the Town and the Metrocrest Chamber of Commerce in an amount not to exceed $42,000.00, a copy of which is attached to this Resolution as **Exhibit A,** is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 3. 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 ***14th*** day of ***OCTOBER 2025*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

Docusign Envelope ID: F718152F-5375-41F2-88DA-251B6EB409DF

STATE OF TEXAS §
§ SERVICE AGREEMENT
COUNTY OF DALLAS §

This Service Agreement (the "Agreement") is made and entered into by and between the Town of Addison, Texas (the "City" or "Addison") and Metrocrest Chamber of Commerce (the "Chamber" or "Organization") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to provide public funds to the Chamber through its Economic Development Department (the "Department"). These funds help support the economic development efforts of the community; and

WHEREAS, the mission of the Organization is to create economic prosperity for its members by providing programs, resources, and support that assist and benefit businesses, government, and citizens resulting in a vibrant place to live and work; and

WHEREAS, the City has reviewed the scope of non-exclusive services, hereinafter defined, for the Organization and feels they help fulfill a public purpose and will benefit its businesses and citizens; and

WHEREAS, the City and Organization desire to enter into this Agreement to set forth the terms and conditions regarding the Organization's use of the public funds.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, Addison and the Organization do hereby agree as follows:

I. TERM

The term of this Agreement shall be effective as of October 1, 2025, and will expire on September 30, 2026.

II. SERVICES

In connection with this Agreement, the Chamber will provide to the City the following non-exclusive services ("Services"):

A. *Economic Development Marketing:*

1. Provide marketing support to the Addison Economic Development Department, including support and participation in the Annual Economic Development Summit.

2. Conduct Business Expo with marketing targeted at Addison Businesses and provide educational sessions for attendees.

3. Target Addison-based Chamber members to renew chamber membership.

4. Conduct Economic Development Committee meetings with members, investors, local elected officials, and tri-city departments to advance the goals and mission of the Addison Economic Development Department.

5. Collaborate on BREP (business retention and expansion program) targeted at Addison-based businesses and headquarters.

6. Collaborate on hosting a realtor-focused event with updates on the Addison residential market.

B. *Entrepreneur Development/Small Business Support*:

1. Highlight local resources available to entrepreneurs (i.e. SBDCs, SCORE, etc.).

2. Host at least one educational event geared towards small business.

3. Reach out to Addison Coworking spaces to provide resources to their members.

4. Provide support to the Addison Economic Development Department on new entrepreneurial initiatives.

5. Provide support to Addison-based restaurants in collaboration with local restaurant associations.

C. *Addison Business Profile Support*:

1. Organize and conduct a Business Expo to be held in the Town of Addison, with marketing targeted at Addison businesses and educational sessions for business attendees.

2. Organize and conduct annual Mayors' Forum showcasing the State of the City addresses from the Addison, Carrollton, and Farmers Branch Mayors.

3. Provide local leadership development opportunity via Leadership Metrocrest.

4. Provide ribbon-cutting support for new Chamber members in the Addison area.

5. Provide support to George Herbert Walker Bush Elementary School to connect them with the business community.

6. Collaborate on the creation of the Metrocrest Manufacturing and Distribution Alliance targeted at Addison industrial focused businesses.

D. *Develop Strategies to Connect the Addison Airport Community and the Addison Business Community*

1. Provide airport management, tenants, and users opportunities to attend and benefit from Chamber events such as the Business Expo, Chairman's Circle, etc.

2. Increase awareness of airport, new customs facility, and third Fixed Base Operator to Chamber members, work with key airport staff to development strategic community engagement.

3. Work with airport staff to host at least one event at the airport (virtual/in-person State of the Airport, Airport Appreciation program, etc.)

E. *Metrocrest Chamber of Commerce Event Sponsorship*:

1. Provide the Addison Economic Development Department with top sponsorship acknowledgment at the following events: Business Expo, Annual Awards Luncheon and Economic Development Summit.

2. Any and all advertising materials, publications, and websites for the events outlined in Subsection E(1) herein shall reflect the Addison Economic Development Department's sponsorship.

A table reflecting and including these Services is attached to this Agreement as **Exhibit A** and incorporated herein and made a part hereof.

III. PERFORMANCE REPORTS

A. Quarterly Reports shall be due as follows: (i) first quarter shall be provided by December 31, 2025; (ii) second quarter shall be provided by March 31, 2026; (iii) third quarter shall be provided by June 30, 2026; (iv) fourth quarter shall be provided by September 30, 2026. Each report shall be in a form and provide content satisfactory to the City and shall provide supporting information, including any supporting documentation as the City may reasonably request.

B. In connection with the Services, the Chamber warrants and represents to the City that:

1. The Chamber has the skills, qualifications, expertise, experience and financial capability necessary to perform the Services with a high degree of quality and responsiveness;

2. The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;

3. The Services shall comply with all applicable federal, state, or local statutes, ordinances, laws, rules, standards, codes, and regulations;

4. The Chamber: (i) is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and shall remain in good standing throughout the term of this Agreement; (ii) has the requisite power and authority to carry on its business as it is now being conducted; (iii) has the legal capacity to enter into this Agreement; and, (iv) warrants that the execution, delivery, and

performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of the Chamber; and

5. The execution and delivery of this Agreement by the Chamber does not: (i) conflict with, or result in any violation or breach of, any provision of the Chamber's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require consent or waiver under any of the terms, conditions, or provisions of any license, contract, or other agreement to which the Chamber is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule or regulation applicable to the Chamber.

C. All Services shall be provided by the Chamber in cooperation and coordination with the City Staff, and in particular with the Addison Director of Economic Development (the "Director"). Any and all promotional or other materials regarding the Services which are to be prepared, given or delivered by the Chamber shall be first presented to the Director for the Director's review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in Chamber materials without prior review of those materials. Prior to solicitation of any activities and other vendors, the Chamber shall use its reasonable efforts to first obtain the pre-approval from the Director regarding such solicitation; however, the parties hereto recognize that the Chamber may not be able, in all instances, to obtain the pre-approval of the Director prior to a solicitation, and in such event the Organization shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by the Chamber in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, the Chamber understands and recognizes that the events under this Agreement are not for religious or political purposes (and are not events that promote or suggest any religious or political agenda), and the Chamber will perform its Services hereunder in accordance therewith.

IV. COMPENSATION

For the Services provided by the Chamber in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay the Chamber a fee as follows:

The City will pay the Chamber **Forty-Two Thousand Dollars ($42,000)**, in four equal installments of **$10,500**, subject to Article V and satisfactory performance, including timely Reports: (1) first installment by January 15, 2026; (2) second installment by April 15, 2026; (3) third installment by July 15, 2026; and (4) the fourth and final installment by October 15, 2026, following receipt of the Q4 Report due September 30, 2026.

V. TERMINATION

A. *Without cause.* Either party may terminate this Agreement at any time by giving at least thirty (30) days written notice of such termination to the other party. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring

prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by the Chamber shall be and become the property of the City and the Chamber shall promptly deliver such items to the City.

B. *With cause.*

1. Default; Notice to Cure. The Chamber shall be deemed in default of this Agreement if (a) the Chamber fails to perform any of the duties or responsibilities as set forth in the Services as reasonably determined by the City, or (b) the Chamber fails to fulfill in a timely and professional manner its obligations under this Agreement, or (c) the Chamber violates any of the terms or provisions of this Agreement, or (d) the Chamber, its agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City. In the event of a default, the City shall provide the Chamber with written notice specifically identifying the default and providing a reasonable period of time in which the Chamber shall remedy said default, as determined by the City.

2. If such default is not corrected within the time prescribed in the City's written notice to the Chamber regarding the same, the City shall have the right to terminate this Agreement for cause effective immediately upon the City giving notice thereof in writing to the Chamber.

3. If the City's termination of this Agreement for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning the Chamber's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to the Chamber under Section IV above through the quarter in which the termination for cause takes place.

C. If this Agreement is terminated during the months outlined in the chart herein, the Chamber shall promptly reimburse the City the corresponding amount. Following such termination, the Chamber shall be entitled to no further payment or compensation hereunder, and all finished or unfinished data, studies, reports, and other items (whether kept electronically, in writing, or otherwise) prepared by the Chamber shall be and become the property of the City and the Chamber shall promptly deliver such items to the City. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

Termination Date	Reimbursement to City
December 2025	Amount of first installment to the City
January 2026	$ 5,250
February 2025	$ 2,625
March 2025	Amount of Second installment to the City
April 2026	$5,250
May 2026	$2,625
June 2026	Amount of Third installment to the City
July 2026	$5,250

August 2026	$ 2,625
September 2026	Amount of Fourth installment to the City

VI. RELATIONSHIP OF PARTIES

The Chamber, during the Term of this Agreement, is and shall be an independent contractor, and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which the Chamber performs the Services which are the subject matter of the Agreement; provided that the Services to be provided by the Chamber shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services.

VII. INSURANCE

A. At all times in connection with this Agreement, the Chamber shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

1. Commercial General Liability:	$1,000,000
2. General Aggregate	$1,000,000
3. Product/Completed Operations Aggregate	$1,000,000
4. Personal & Adv. Injury	$1,000,000
5. Per Occurrence	$1,000,000
6. Medical Coverage	$5,000 (any one person)
7. Liquor Liability Endorsement	$1,000,000(if selling beer and/or wine)
8. Fire Liability (any one fire)	$ 50,000.00
9. Statutory Limits of Workers Compensation Insurance	

B. All such insurance shall: (i) be issued by a carrier rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the City as an additional insured and contain a waiver of the subrogation endorsement in favor of the City, (iii) endorsed to read as primary coverage regardless of the application of other insurance, and (iv) contain no cross liability exclusions or insured versus insured restrictions. Certified copies of all such policies shall be delivered to the City upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the City as an additional insured, and shall specifically set forth the notice of cancellation and termination provisions to the City. Each such policy shall provide that it shall not be canceled without at least thirty (30) days written notice thereof being given to Addison. Coverage for Products/Completed Operations must be maintained at least two (2) years after Agreement termination, including any renewal thereof or extensions thereto.

VIII. RECORDS

The Chamber shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. The Chamber shall assure the confidentiality of any records that are required by law to be so maintained. The Chamber shall prepare and forward such additional or supplementary records as City may reasonably request.

IX. NOTICE

For purposes of this Agreement, if written notice or other communication is given, such notice or other communication shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered overnight. Notice shall be deemed given: when received if delivered personally; seventy-two (72) hours after deposit if sent by mail; and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier. Addresses for notice are as follows:

To the City:	To Metrocrest Chamber of Commerce:
Town of Addison, Texas	Metrocrest Chamber of Commerce
5300 Belt Line Road	13612 Midway Rd, Suite 603
Dallas, Texas 75254-7606	Farmers Branch, Texas 75244
Attn: City Manager	Attn: Michael Gallops

The addresses and addressees for the purpose of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

X. REPORTS CONFIDENTIAL

No Reports, information (either in writing or oral), documents, or other materials given to or prepared by the Chamber under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by the Chamber without the prior written approval of the City.

XI. AUTHORITY TO EXECUTE

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XII. OWNERSHIP OF REPORTS

The reports, documents and materials prepared by the Chamber under or pursuant to this Agreement shall be the sole property of the City.

XIII. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of the Chamber, the Chamber has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.

XIV. RIGHTS AND REMEDIES CUMULATIVE; NON-WAIVER

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration, or termination of this Agreement.

XV. APPLICABLE LAW; VENUE

In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

XVI. ENFORCEABILITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

XVII. FORCE MAJEURE

In the event either the City or the Chamber shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of electrical grid, governmental authority, federal or state executive order, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

XVIII. NO THIRD-PARTY BENEFICIARIES

This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XIX. INCORPORATION OF RECITALS

The above and foregoing recitals to this Agreement are true and correct and are incorporated herein and made a part hereof for all purposes.

XX. CONSTRUCTION OF CERTAIN TERMS

Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

XXI. SEVERABILITY

The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.

XXII. ENTIRE AGREEMENT AND MODIFICATION

This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

XXI. SOVEREIGN IMMUNITY

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

XXII. NO BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, the Organization's execution of this Agreement shall serve as verification that the Organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

SIGNED by each of the respective parties on the date set forth below.

TOWN OF ADDISON, TEXAS	**METROCREST CHAMBER OF COMMERCE**
By:_____	By: DocuSigned by: Michael Gallops 900B7FF08F9683A_____
David Gaines, City Manager	Michael Gallops, President and CEO
Date:_____	Date 10/2/2025 _____

EXHIBIT A

Metrocrest Chamber of Commerce/Town of Addison
2025-26 Service Agreement
Total Amount: $42,000

1. ***Economic Development Marketing ($16,500):***
   a) Provide marketing support to Addison Economic Development Department, including support and participation in the Annual Economic Development Summit.
   b) Conduct Business Expo with marketing targeted at Addison Businesses and provide educational sessions.
   c) Target Addison-based Chamber members to renew chamber membership.
   d) Conduct Economic Development Committee meetings with members, investors, local elected officials, and tri-city departments to advance the goals and mission of the Addison Economic Development Department.
   e) Collaborate on BREP (business retention and expansion program) targeted at Addison-based businesses and headquarters.
   f) Collaborate on hosting a realtor focused event with updates on the Addison residential market.

Item	Date	Accomplishment/Milestone/Progress

2. ***Entrepreneur Development/Small Business Support ($6,000):***
   a) Highlight local resources available to entrepreneurs (i.e. SBDCs, SCORE, etc.).
   b) Host at least one educational event geared towards small business.
   c) Reach out to Addison Coworking spaces to provide resources to their members.
   d) Provide support to the Addison Economic Development Department on new entrepreneurial initiative
   e) Provide support to Addison based restaurants in collaboration with local restaurant associations

Item	Date	Accomplishment/Milestone/Progress

3. ***Addison Business Profile Support ($8,000):***
   a) Organize and conduct annual Mayors' Forum showcasing the State of the City addresses from the Addison, Carrollton, and Farmers Branch Mayors.
   b) Provide local leadership development opportunity via Leadership Metrocrest.
   c) Provide ribbon-cutting support for new Chamber members in the Addison area.
   d) Provide support to George Herbert Walker Bush Elementary School to connect them with the business community.
   e) Collaborate on the creation of the Metrocrest Manufacturing and Distribution Alliance targeted at Addison industrial focused businesses.

Item	Date	Accomplishment/Milestone/Progress

4. ***Develop strategies to connect the Addison Airport community and the Addison business community ($6,000):***
   a) Provide airport management, tenants, and users opportunities to attend and benefit from Chamber events such as the Business Expo, Chairman's Circle, etc.
   b) Increase awareness of airport, new customs facility, and third Fixed Base Operators to Chamber members, work with key airport staff to development strategic community engagement.
   c) Work with airport staff to host at least one event at airport (virtual/in-person State of the Airport, Airport Appreciation program, etc.)

Item	Date	Accomplishment/Milestone/Progress

5. ***Metrocrest Chamber Event Sponsorship ($5,500):***
   a) Provide the Addison Economic Development Department with top sponsorship acknowledgement at the following events: Business Expo, Annual Awards Luncheon and Economic Development Summit

b) Any and all advertising materials, publications, and websites for the events outlined in Subsection 5(a) herein shall reflect the Addison Economic Development Department's sponsorship.		
Item	**Date**	**Accomplishment/Milestone/Progress**

2025 City Council Regular Meeting **4. n.**

Meeting Date: 10/14/2025
Department: Fire
Key Focus Areas: Public Safety

AGENDA CAPTION:

Consider action on a Resolution approving the purchase of a Spartan Aerial Pumper Apparatus from Metro Fire Apparatus Specialists and authorizing the City Manager to execute the purchase order in an amount not to exceed $1,993,178.00.

BACKGROUND:

The purpose of this item is to purchase a Spartan Aerial Pumper with a Gladiator Chassis from Metro Fire Apparatus Specialists for an amount not to exceed $1,993,178.00. On October 25, 2023, the City Manager executed a Letter of Intent (LOI) to purchase this apparatus to replace an end-of-life apparatus with a delivery date between October 1, 2025, and September 30, 2026. This apparatus is part of a routine-scheduled replacement.

The Fire Department utilizes LOIs as a part of the purchasing process when procuring apparatuses to secure the pricing of the apparatus and build slot. Since the equipment is custom-built, lead time on these apparatuses tends to be 24–36 months. The LOI to purchase secures AFD's place in the manufacturer's production schedule and locks in the pricing before costs increase. This apparatus was selected based on operational needs, reliability, compatibility with our fleet, and reduced lead time compared to other manufacturers.

If this equipment is not replaced, as scheduled, AFD will encounter escalating maintenance costs and issues with the frontline unit, which could lead to longer out of service periods, reduced response capabilities, and safety concerns for firefighters and the community. As an authorized Spartan dealer, Metro Fire Apparatus Specialists provides the expertise necessary to design, build, and deliver a National Fire Protection Association (NFPA) compliant apparatus tailored to the Town's needs, ensuring safety, reliability, and long-term serviceability.

FISCAL IMPACT

The Fiscal Year 2026 budget includes $2,000,000 for this scheduled replacement from Certificates of Obligation that are planned to be issued in Winter 2025. Finance staff will bring forward a reimbursement resolution at the October 28th Council meeting to allow the proceeds from the subsequent bond sale to reimburse the Town for the purchase.

RECOMMENDATION

Staff recommends approval.

Fiscal Impact

Fiscal Impact:

This is a routine apparatus replacement through the Town's vehicle apparatus replacement. The total is $1,993,178.00.

Attachments

Resolution - Aerial Pumper Apparatus Purchase

Metro Fire Apparatus Invoice

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF AN AERIAL APPARATUS PUMPER IN AN AMOUNT NOT TO EXCEED $1,993,178.00; AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council previously authorized a letter of intent to purchase a new fire engine and desires to authorize the purchase of said fire engine from Metro Fire Apparatus Specialists, Inc. pursuant to Sourcewell Vendor Contract #113021-RVG-4.

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

SECTION 1. The City Council hereby approves the purchase of a Spartan Aerial Pumper on a Gladiator Chassis including equipment in an amount not-to-exceed of $1,993,178.00. A copy of the contract offer is attached to this Resolution as **Exhibit A**. The City Manager and/or his designee is hereby authorized to execute a purchase order and such other documents as necessary to complete the purchase.

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 ***14th*** day of ***October*** 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia, City Secretary

EXHIBIT A

[To Be Attached]

October 16, 2023

Metro Fire Apparatus Specialist, Inc.
514 Michigan
Houston, TX 77587
(713) 692-0911

Re: Letter of Intent to Purchase (LOI) New Spartan 107' RMA on a Gladiator Chassis.

Dear Metro Fire:

I have been authorized by **Town of Addison, Texas** ("Purchaser" or "Customer") to present you with this non-binding Letter of Intent (LOI) on behalf of Purchaser. In particular, Purchaser intends to execute a purchase order with **Metro Fire Apparatus Specialist.** ("Vendor") for the purchase of certain products described herein, subject to Purchaser's final approval of its fiscal year 2025-2026 annual budget and appropriation of funding for the products described herein. The terms of this LOI are as follows:

1. **PRODUCT(S):** Vendor desires to sell and Purchaser desires to purchase certain equipment, certain chassis and/or vehicles, being more specifically described in the Proposal dated ***Thursday, October 16, 2023***; and attached hereto as **Exhibit A** (the "Equipment"). The sale of the Equipment shall be governed by terms and conditions set forth therein and/or the final purchase order for the Equipment.

2. **TERM; EXPIRATION DATE:** This LOI shall become effective on the last date of execution hereof. This LOI shall expire upon the earlier of: (i) final delivery of the Equipment to Purchaser, or (ii) September 30, 2026.

3. **DELIVERY DATE:** The parties agree that Purchaser will fund the Purchase Price (defined herein) with funds that Purchaser anticipates will be appropriated in Purchaser's fiscal year 2025-2026 budget. Accordingly, the Equipment must be purchased and delivered between October 1, 2025 and September 30, 2026.

4. **PURCHASE ORDER:** Purchaser conditionally agrees to execute a purchase order for the purchase of the Equipment from Vendor, subject to Purchaser's (i) approval of its fiscal year 2025-2026 annual budget (effective October 1, 2025), and (ii) appropriation of funding for the Equipment.

5. **PURCHASE PRICE:** The offered purchase price for the Equipment shall not exceed $1,993,178.00 (the "Purchase Price") in accordance with the Proposal in **Exhibit A**. Vendor acknowledges it will not increase the purchase price prior to the expiration of this LOI.

6. **NON-BINDING:** This LOI reflects the parties' present understanding regarding the terms and conditions for the purchase of the Equipment. This LOI shall not, however, create any enforceable legal rights or obligations whereas it is intended that all legal rights and obligations of each of the parties shall only be those which are set forth in the final executed purchase order.

7. **MISCELLANEOUS:** (a) If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any exhibit hereto, said special provisions shall be set forth in **Exhibit A**; (b) if there shall be any conflict between the provisions of the various documents for this proposed transaction, the following order of priority shall apply: (i) this LOI, (ii) the Quote, and (iii) the final purchase order delivered to Purchaser for execution; (c) this LOI shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this LOI shall be in the State District Court of Dallas County, Texas; (d) this LOI may only be assigned with mutual written consent of both parties; (e) this LOI may be executed in counterparts; (f) this LOI may be terminated by either party for any or no reason upon written notice; (g) all notices related to this LOI shall be in writing and sent via email to the parties at the email addresses set forth on the signature page of this LOI (or to such other address that may be designated by the receiving party from time to time).

For Purchaser:

TOWN OF ADDISON, TEXAS

David Gaines
City Manager

Date: October 25, 2023

Notice Address:
Town of Addison
Attn: City Manager
E: dgaines@addisontx.gov

For Vendor:

APPARATUS SPECIALIST, INC.

Title:_____

Date: _____

Notice Address:

EXHIBIT A

METRO FIRE Apparatus Specialists, Inc.
514 Michigan / South Houston, Texas 77587 / (713) 692-0911 / (713) 692-1591 fax

PROPOSAL

Monday, October 16, 2023

Addison Fire Department
Chief David Jones
4798 Airport Pkwy
Addison, TX 75001

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan 107' RMA on a Gladiator Chassis and equipment as specified:

Pumper Price $1,991,178.00
HGAC Fee $2000.00
***TOTAL* $1,993,178.00**

No State, Federal or local taxes included
The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Addison Fire Department. Production time is the number of days required to manufacture the apparatus itself. Delays due to strikes, war or other causes beyond our control not preventing, within 450 calendar days after receipt of a signed change order A. The completed apparatus will be delivered to you at:

Addison Fire Department
Addison Texas

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Addison Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Addison Fire Department, and accepted by Metro Fire Apparatus Specialists, Inc.

Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

TERMS:

By Brian Cudaback
Brian Cudaback – Apparatus Manager

Payment due upon delivery and acceptance of completed apparatus.

INVOICE

METRO FIRE
APPARATUS SPECIALISTS, INC.

Remit to:
17350 State Hwy 249 Ste. 250
Houston, TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Number	216955
Invoice Date	10/01/2025
Ordered Date	10/01/2025
Page	1

Bill to: ADDISON FINANCE
5350 BELT LINE ROAD
DALLAS, TX 75254

Phone: (903) 821-0171

Ship to: ADDISON FIRE DEPARTMENT
4798 AIRPORT PARKWAY
ADDISON, TX 75001

Phone: (903) 821-0171

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
ADD001	MATT FERGUSON	APPARATUS		TBD

Entered By	FOB	Ship Via	Terms
BRIAN RUSSELL	DESTINATION	BEST WAY	DUR

Quantity Order	Quantity Ship	Quantity B/O	U/M	Item #	Description	Price	Extension
1	0	1	EA	MET-APPARATUS	2025 SPARTAN GLADIATOR REAR MOUNT AERIAL BUILT TO DEPARTMENTS SPECIFICATIONS VIN:4S9AEFXBXSS559939 BODY: S5516	1,993,178.00	1,993,178.00

SubTotal	1,993,178.00
TOTAL	1,993,178.00

2025 City Council Regular Meeting **4. o.**

Meeting Date: 10/14/2025

Department: Information Technology

Key Focus Areas: Economic Development and Revitalization
Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a Professional Services Agreement between the Town of Addison and CodeRyze, Inc. for contract GIS staffing services, and authorizing the City Manager to execute the agreement in an amount not to exceed $110,000.

BACKGROUND:

The purpose of this item is to approve a Professional Services Agreement (PSA) with CodeRyze, Inc. for Geographic Information System (GIS) staffing services to support the development and maintenance of the Addison Airport GIS database. This is a renewal of a contract that is already in place. The Town outsources GIS services for the Airport due to the specialized scope and technical demands—such as data collection, GIS database development, spatial data integration, and support for the IRIS asset management system—which exceed the current capacity and workload of our internal GIS staff. Additionally, the Airport was the only department not included when the Town began implementing its asset management system in 2016–2017. As a result, we are also building the Airport's GIS database and asset inventory from the ground up.

The scope of work includes, but is not limited to:

- Updating and maintaining the Addison Airport GIS database
- Performing quality control of GIS data layers
- Gathering, analyzing, and integrating spatial / geographic data
- Updating the database with easements and as-built drawings
- Updating parcel data layers
- Assisting staff and contractors with GIS data interpretation
- Providing basic CAD/GIS support
- Utilizing GPS units as needed
- Preparing various maps
- Developing and implementing the Airport's asset management system (IRIS)
- Analyzing additional Airport applications for their potential integration into GIS system

This initiative strengthens the Airport's Asset Management System by improving

data integrity within the IRIS and GIS platforms and assessing the long-term need for dedicated GIS support, potentially informing the creation of a permanent role to sustain these capabilities. Renewing this contract ensures continuity and quality while the new Airport Director and current Airport staff assess the long-term need for a full-time position. It also directly supports the Town's strategic plan, which prioritizes asset management as a foundational initiative across all departments. The Town is proposing a renewal with CodeRyze due to their strong performance, familiarity with our systems, and ability to deliver specialized GIS services efficiently. They were originally selected through a qualifications-based process and have consistently met expectations. Without these services, the Airport would face delays in building its GIS foundation, reduced support for IRIS, and limited ability to integrate GIS into daily operations; ultimately impacting service delivery and long-term planning.

If approved, services will begin as soon as feasible and continue for one year (2,080 hours).

FISCAL IMPACT

Funding for this item will come from the Airport Fund as approved in the FY 2025–2026 Budget.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Airport GIS Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A GIS SERVICES AGREEMENT BETWEEN THE TOWN OF ADDISON AND CODERYZE, INC. IN AN AMOUNT NOT TO EXCEED $110,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an agreement with CodeRyze, Inc. to provide GIS services for the Town.

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

SECTION 1. The service agreement between the Town of Addison and CodeRyze, Inc., for contract GIS services in an amount not to exceed $110,000, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is further authorized to approve all related contract documents, renewals, or amendments thereto on behalf of the Town, subject to available funding.

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 ***14th*** day of ***OCTOBER***, 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

CODERYZE CONSULTING SERVICES AGREEMENT
Airport GIS (Geographic Info. Systems) Analyst Services

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

RECITALS

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

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

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

Section 1. Scope of Services

Consultant agrees to provide Addison Airport GIS Analysis consulting services in conformance with this Agreement and as more particularly described in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Scope of Services"). Consultant shall not be entitled to any claim for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall expire in one (1) year ("Initial Term"), unless extended or renewed in the manner provided herein. The parties may, in City's sole discretion, renew the term of this Agreement. The City has the option to extend the then current term of this Agreement, as necessary, for the Consultant to complete work on any work order or project entered into prior to the expiration of this Agreement.

Section 3. Consultant's Obligations

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

(b) Standard of Care. Consultant shall perform the services with the skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and Consultant licenses (as applicable). Consultant shall be responsible for the Consultant quality, technical accuracy, and the coordination of all services, including all Project Documents (defined below), plans, reports, presentations, and all other services furnished by Consultant under this Agreement.

Consultant shall, without additional compensation, correct or revise any errors or deficiencies in the services. Consultant shall further make, without expense to City, such revisions to the Project Documents as may be required to meet the needs of City and which are within the Consultant's Scope of Services.

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

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

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

(f) Inspection of Records. Consultant grants City and its designees the right to audit, examine or inspect, at City's election, all of Consultant'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 Consultant's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Consultant agrees to retain Consultant'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. "Consultant'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 Consultant's Records only during regular business hours. Consultant agrees to allow City and its designees access to all of Consultant's Records, Consultant's facilities and the current or former employees of Consultant, deemed necessary by City or its designee(s), to perform such audit, inspection or examination.

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

Section 4. Performance Schedule

(a) Time for Performance. Consultant shall perform all services as provided for under this Agreement in a proper, efficient, timely, and Consultant manner in accordance with City's requirements. In the event Consultant's performance of this Agreement is delayed or interfered with by acts of the City or others, Consultant may request an extension of time in conformance with this Section 4 for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays. Consultant will not be scheduled to perform work 40 hours per week but will not perform work on holidays recognized by the City.

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

Section 5. Documents

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

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

(c) Confidential Information. Consultant agrees it will notify City in writing if it considers specific information to be confidential or proprietary trade secrets and will use its best efforts to clearly mark all such information as "Confidential" and/or "Proprietary – Trade Secret" at the time it is delivered or made accessible to City. City acknowledges that all such designated information is considered by Consultant to be confidential and the exclusive property of Consultant. Notwithstanding the foregoing, Consultant acknowledges that this Agreement, and all services performed hereunder, are subject to the legal requirements of the Texas Public Information Act and that City will have no obligation to protect or otherwise limit disclosure of any confidential or proprietary information if Consultant has not notified City of such designation in conformance with this section. Consultant agrees and covenants to protect any and all proprietary rights of City in any materials provided to Consultant. Additionally, any materials provided to Consultant by City shall not be released to any third party without the consent of City and shall be returned intact to City upon termination or completion of this Agreement or if instructed to do so by City.

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

Section 6. **Payment**

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

(b) Compensation. Consultant's compensation shall be on an hourly basis in conformance with the fee schedule set forth in **Exhibit A**. Consultant understands and agrees that the services will be provided on scheduled days when the City is open for business and there shall be no minimum compensation to Consultant under this Agreement. Additionally, the total compensation during any individual term under this Agreement shall not exceed One Hundred Ten Thousand Dollars ($110,000.00). Compensation thereafter for each Renewal Term will be determined by the City at the time the Parties have agreed to renew this Agreement for any additional terms. In the event of any material breach by Consultant of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Consultant's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Consultant an amount sufficient to completely protect City from any and all reasonably anticipated loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Consultant.

Section 7. **Default; Force Majeure**

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

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

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

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

Section 8. Termination; Suspension

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

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

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

(d) Suspension. City reserves the right to suspend this Agreement for the convenience of City by issuing a written notice of suspension which shall describe City's reason(s) for the suspension and the

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

Section 10. Indemnification; Notice.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. CONSULTANT AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE CONSULTANT SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONSULTANT, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

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

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

Section 11. Notice.

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or

given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. **Verifications by Consultant**

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

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

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

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

Section 13. **Miscellaneous**

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

inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

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

For City:

TOWN OF ADDISION, TEXAS

By:_____
David Gaines
City Manager

Date:_____

Notice Address:

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

For Consultant:

Coderyze, Inc.

By:_____
Abhishek Manikyala
Director

Date: 09/09/2025

Notice Address:

Coderyze, Inc.
Attn: Director

4600 Hwy 6 N Suite 378

Houston, TX 77304

E: amanikyala@coderyzeinc.com

Addison Contract ID:
CSA

EXHIBIT A

Town of Addison
Airport GIS (Geographic Info. Systems) Analyst
SCOPE OF SERVICES

Coderyze, Inc. ("Consultant") agrees to provide to the Town of Addison ("City") Airport GIS (Geographic Info. Systems) Analyst services to the Town of Addison ("City") including the performance of approximately 40 hours of work per week, excluding City holidays, with a total cost of the City not to exceed $110,000.00. The summary of the position requirements is set forth below:

SUMMARY OF CONSULTANT SERVICES

The Airport GIS Analyst Consultant will primarily be responsible for utilizing conventional GIS data collectors and GPS equipment to gather Airport field data. This includes, but is not limited to, topographical features, boundary and facilities information, pavement data, and nearby utilities within the Airport. The work must be executed with high precision, adhering to the FAA's guidelines for collecting and submitting aeronautical data.

The Consultant will also assist in maintaining the Town's GIS databases, which involve collecting, compiling, and analyzing geographic data, preparing various types of maps and/or graphics, providing GIS support to Town departments and other customers, and performing other related duties as assigned.

ESSENTIAL FUNCTIONS -- *Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This list is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions and duties performed by incumbents of this class. Employees are required to be in attendance and prepared to begin work at their assigned work location on the specified days and hours. Factors such as regular attendance at the job are not routinely listed in job descriptions but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:*

- Collect and post-process Addison Airport GIS data to support the TOA asset management program and initiatives in a team environment.
- Perform data collection, cartography, and other technical functions following guidance for the collection and submission of aeronautical GIS data.
- Visit outdoor assets, geolocate, take photos, and perform other data collection duties.
- Focus on general data integrity and GIS maintenance work.
- Perform maintenance, calibration, and testing of Data collection instruments/equipment.
- Identify and document the condition of the Airport's assets using handheld computers, GPS equipment, and digital cameras.
- Participate in updating and maintaining the Town's geodatabase; enter new map data and coordinate information; edit and perform quality control of GIS data layers.
- Perform geographic research; gather, analyze, and integrate spatial data.
- Create, update, and maintain all types of GIS web applications and integrate APIs and webhooks for data sharing and notifications.
- Collect, store, and retrieve legal descriptions, land records, easements, as-built drawings, and associated information.
- Provide GIS technical support to system users; train employees and/or other customers in the use of GIS software, hardware, and peripheral equipment.
- Assist Town departments, consultants, and contractors in interpreting GIS data, aerial photographs, maps, and/or other types of public information.

- Conduct technical research and provide advice regarding the application of software and data.
- Publish GIS data, maps, analysis, reports, charts, and graphs in the form of static and online content.
- Work closely with GIS user departments to identify, design, execute, and support custom mapping applications and solutions.
- May manage projects independently under the supervision of the GIS Manager.
- Deliver projects on time, on budget, and scope.
- Utilize Global Positioning System (GPS) units to gather geographic data; update related data in the Town's geodatabase as required.
- Troubleshoot and repair office equipment including desktop computers, printers, scanners, plotters, and/or digital document systems.
- Perform related duties as required or assigned.

Exhibit Skills as Follows:
- Basic GIS software knowledge and experience, including Esri GIS core products (e.g., ArcGIS, ArcCatalog, Arc Toolbox), or other equivalent GIS software and applications.
- Basic knowledge of HTML, JavaScript, CSS, Vue.js framework.
- Basic knowledge of SQL Server Management Studio (or other SQL database management tools), and SQL Server Reporting Services (or other reporting tools).
- Airport field data collection.
- Developing geospatial applications and web services.
- Troubleshoot and resolve issues that arise in the field; you'll be trained and have support from our in-house GIS team.
- Basic understanding of various coordinate systems and projections.
- Basic understanding of GIS concepts and standards, including data development, editing, and quality control procedures.
- Ability to draft reports, written standards, and how-to documents.
- Ability to think critically, solve geo-processing errors, and resolve technical issues with data and software using available knowledge bases and community support.

CONSULTANT'S FEE SCHEDULE: Consultant's fees for the services under this Agreement are as follows:

Fees for Consultant's Services
Hourly Rate: $**55.22** per hour, billed on a quarter hour basis, with a total not to exceed $110,000.00 per year.

City shall pay Consultant for the services performed and accepted by City under this Agreement in conformance with the schedule above and within Section 6 of the Consulting Services Agreement.

Consultant will perform services on regularly scheduled business days during the regularly scheduled business hours of the City and will not perform work on holidays recognized by the City. The City recognizes eleven holidays.

Schedule in Effect
The consultant's fee schedule will be in effect from **October 1, 2025** to **September 30, 2026**.

Additional Services
Any additional services shall be approved by City in writing prior to such services being rendered.

Expenses
Consultant shall be reimbursed for expenses incurred in the performance of the services, subject to prior approval by City. Expenses shall be reimbursed based upon actual costs incurred without markup.

END

Meeting Date: 10/14/2025
Department: Public Works
Key Focus Areas: Public Safety
Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution authorizing and ratifying emergency expenditures for waterline repair services associated with a water leak on Quorum Drive that occurred on July 9, 2025, in an amount not to exceed $64,025; and authorizing the City Manager to administer the emergency repair and provide an effective date.

BACKGROUND:

On July 9, 2025, staff identified a water leak on Quorum Drive, adjacent to a major transmission water main. Due to the proximity of critical transmission infrastructure, it was unclear whether the leak originated from the distribution system or the larger transmission line. Given the potential severity of the issue, staff immediately engaged North Texas Contracting, Inc., a contractor experienced in major waterline construction and emergency response, to investigate and perform necessary repairs.

North Texas Contracting mobilized resources and completed the emergency repair work between July 9 and July 16, 2025. Work included excavation, shoring, pumping, pipe replacement, and restoration activities. The scope required specialized equipment, skilled labor, and materials to stabilize and repair the waterline.

Under Texas Local Government Code Chapter 252.022, emergency expenditures are permissible in situations necessary to preserve or protect public health, safety, or municipal property. In this case, the following criteria were met:

- **Public Safety:** The leak presented a risk of undermining the roadway and disrupting water service delivery to residents and businesses if not promptly addressed.
- **Infrastructure Protection:** Immediate repair was required to protect the Town’s water distribution and transmission infrastructure from further damage.

The total cost for the emergency response and repair as invoiced by North Texas Contracting was $64,025.

FISCAL IMPACT
This repair will be funded by savings from the FY25 operating budget.

RECOMMENDATION
Staff recommends approval.

Attachments

Resolution - Emergency Water Line Repair Expenses Ratification
Invoice - Emergency Water Line Repair Expenses Ratification

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AUTHORIZING AND RATIFYING EMERGENCY WATERLINE REPAIRS IN AN AMOUNT NOT TO EXCEED $64,025.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 9, 2025, Town staff identified a water leak on Quorum Drive that posed an imminent risk to the Town's critical water transmission infrastructure; and

WHEREAS, in response to the severity of the issue and the threat to public safety created by the water leak so close to critical transmission infrastructure, the City Manager, by and through Town staff, engaged North Texas Contracting, Inc., to perform emergency repair and replacement of equipment under the authority of Texas Local Government Code § 252.022(a)(1)-(3); and

WHEREAS, the City Council finds that foregoing emergency actions of the City Manager were necessary to protect and preserve the health, safety, and welfare of the Town's residents and the general public.

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

SECTION 1. The acts of the City Manager, including his designees, in engaging North Texas Contracting, Inc., for emergency water leak repair including execution of all agreements related thereto in an amount not to exceed $64,025.00, are hereby ratified and affirmed and shall be deemed acts which were authorized, to the extent such authorization was required, by the City Council. The City Manager is hereby authorized to take any additional actions necessary to continue to administer the same.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***October*** 2025.

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

North Texas Contracting, Inc.

Date: 07/24/2025

To: TOWN OF ADDISON
ATTN: WARREN HARDING

From: North Texas Contracting, Inc.
47368 FM 2449
Ponder, TX 76259

Project: ADDISON WATERLINE REPAIR - QUORUM DRIVE

Pay Request #: 001

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	QUORUM DRIVE WATERLINE REPAIR	LS	1	$ 64,025.00	$ 64,025.00
2					$ 0.00
3					$ 0.00
4					$ 0.00
5					$ 0.00
6					$ 0.00
7					$ 0.00
8					$ 0.00
9					$ 0.00
10					$ 0.00
11					$ 0.00
12					$ 0.00
13					$ 0.00
14					$ 0.00
15					$ 0.00
16					$ 0.00
17					$ 0.00
18					$ 0.00
19					$ 0.00
20					$ 0.00
21					$ 0.00
22					$ 0.00
23					$ 0.00
24					$ 0.00
25					$ 0.00

PLEASE SEND TO:
NORTH TEXAS CONTRACTING, INC.
P.O. 129
PONDER TEXAS 76259

TOTAL: $ 64,025.00

NORTH TEXAS CONTRACTING

TOWN OF ADDISON - QUORUM DR EMERGENCY WATERLINE REPAIR (WORK COMPLETED 7/9/25 TO 7/16/25)

PAY APP #001 - JULY 2025

LABOR BREAKDOWNS (10 HOUR DAYS) DESCRIPTION	REGULAR HOURS	REGULAR RATES	OT HOURS	OT RATES	TOTAL AMOUNT
SUPERINTENDENT	48.0	$ 68.25	10.5	$ 102.38	$ 4,350.94
PIPE CREW FOREMAN	40.0	$ 58.50	10.5	$ 87.75	$ 3,261.38
OPERATOR	72.0	$ 30.50	20.0	$ 45.75	$ 3,111.00
PIPE LAYER - SKILLED	80.0	$ 28.00	21.0	$ 42.00	$ 3,122.00
LABORER - SEMI SKILLED	40.0	$ 26.50	10.5	$ 39.75	$ 1,477.38
TRUCK DRIVER	33.0	$ 34.00	10.5	$ 51.00	$ 1,657.50
				LABOR SUBTOTAL	**$ 16,980.19**

EQUIPMENT (SEE ATTACHED BLUE BOOK RATES) DESCRIPTION	UNIT	REGULAR HOURS	REGULAR RATES	TOTAL AMOUNT
COMPANY PAID TRUCK (FOREMAN / SUPT)	HR	109.0	$ 23.03	$ 2,510.27
HAUL TRUCK W/ LOWBOY TRAILER	HR	7.0	$ 112.08	$ 784.56
TANDEM DUMP TRUCK (8 CY / LOAD)	HR	16.0	$ 78.35	$ 1,253.60
FUEL TRUCK (2HR/DAY)	HR	10.0	$ 82.40	$ 824.00
KOMATSU 138 EXCAVATOR	HR	49.5	$ 88.01	$ 4,356.50
KOMATSU RUBBER TIRE LOADER	HR	33.5	$ 61.99	$ 2,076.67
8'X14' TRENCH BOX (X2) / SHORING PLATE	DAY	3.0	$ 578.00	$ 1,734.00
CUT OFF SAW / QUICKIE SAW	HR	1.0	$ 29.53	$ 29.53
LIGHT TOWER	HR	14.0	$ 8.90	$ 124.60
SMALL TOOLS	DAY	5.0	$ 150.00	$ 750.00
WATER PUMP - 3"	HR	6.0	$ 16.36	$ 98.16
	EQUIPMENT SUBTOTAL			**$ 14,541.88**

MATERIALS / MISCELL DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
FERGUSON WATERWORKS - VARIOUS INVOICES	LS	1	$ 2,780.98	$ 2,780.98
BARNSCO - VARIOUS INVOICES	LS	1	$ 2,422.06	$ 2,422.06
MARTIN MARIETTA - FLOW FILL - INVOICE 46426333	LS	1	$ 2,840.00	$ 2,840.00
MARTIN MARIETTA - HES CONCRETE - INVOICE 46476124	LS	1	$ 2,675.00	$ 2,675.00
	MATERIAL SUBTOTAL			**$ 10,718.04**

SUBCONTRACTORS DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
EXPOSED SAW CUTTING - MIN. TRIP CHARGE	LS	1	$ 400.00	$ 400.00
SITE BARRICADES - INVOICE 135923-1	LS	1	$ 2,695.42	$ 2,695.42
DDM MATERIALS	LS	1	$ 17.50	$ 17.50
TSIT ENGINEERING - INVOICE 250150D	LS	1	$ 865.00	$ 865.00
	SUBCONTRACT SUBTOTAL			**$ 3,977.92**

TOTALS & MARK UP SUMMARY	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
BARE LABOR COST	1	LS	$ 16,980.19	$ 16,980.19
LABOR BURDENS	43%	PCT	$ 16,980.19	$ 7,301.48
LABOR MARKUP	20%	PCT	$ 24,281.67	$ 4,856.33
EQUIPMENT SUBTOTAL	1	LS	$ 14,541.88	$ 14,541.88
EQUIPMENT MARKUP	20%	PCT	$ 14,541.88	$ 2,908.38
MATERIALS SUBTOTAL	1	LS	$ 10,718.04	$ 10,718.04
MATERIALS MARKUP	20%	PCT	$ 10,718.04	$ 2,143.61
SUBCONTRACTOR SUBTOTAL	1	LS	$ 3,977.92	$ 3,977.92
SUBCONTRACTOR MARKUP	15%	PCT	$ 3,977.92	$ 596.69
		COST TOTAL		**$ 64,024.51**
		COST TOTAL, ROUNDED		**$ 64,025.00**

T & M TRACKING - ADDED WORK
PROJECT NAME: 2535 - Addison Emergency Repair
GC NAME: City of Addison
NORTH TEXAS CONTRACTING

DATE / DAY: 7/9/2025

TOTAL HRS OF ADDED WORK: 98.5

DESCRIPTION OF WORK:

Saw cut concrete in Quorum Dr to expose leak on 36" waterline per city's direction. The leak was found to be a leaking 2" service that was repaired once the city shut the line off. The crew worked 12.5 hours today

LABOR BREAKDOWNS

	REGULAR HOURS CHARGED	OT HOURS CHARGED
SUPERINTENDENT - 1	16.0	4.5
TRUCK DRIVER -	3.0	
FOREMAN - 1	8.0	4.5
OPERATOR - 2	16.0	9.0
SKILLED LABORER - 2	16.0	9.0
LABORER / UNSKILLED - 1	8.0	4.5

EQUIPMENT BREAKDOWNS

PERSONAL / COMPANY TRUCK / VEHICLE	HR	33.0	
HAUL TRUCK	HR		
LOW BOY TRAILER (HAUL TRUCK)	HR	3	
TRUCK (TANDEM DUMP) (8 CY / LOAD)	HR		
TRUCK (END DUMP) (16 CY / LOAD)	HR		
KOMATSU PC__360_____ EXCAVATOR	HR		
KOMATSU 138 EXCAVATOR	HR	12.5	
KOMATSU 290 EXCAVATOR	HR		
KOMATSU W 270 RBBR TIRE LOADER 2YD	HR	12.5	
CASE 580 COMBO BACKHOE / LOADER	HR		
CASE 721 LOADER	HR		
BOBCAT SKID STEER	HR		
CAT 48" COMPACTOR	HR		
COMPACTOR (33" TRENCH / WALK BEHIND)	HR		
ROAD PLATE / BEAM SHORING (PER EACH)	EA	1	
TRENCH BOX W/ SPREADERS (PER EACH)	EA	2	8x14 SFA w/ 7' spreaders & a 4x14 SFA w/
LIGHT TOWER	HR	4	
MANHOLE SHIELD	HR		
CUT OFF SAW	HR	1	
JUMPING JACK / RAMMER	HR		
TRASH / WATER PUMP	HR	6	w/ filter bag
ATLAS COPCO 175 CFM AIR COMPRESSOR	HR		
OTHER_____NTC DEMO SAW	HR		
OTHER_____	HR		

MATERIALS

	UNIT	QUANTITY	
2" Type K Copper	LF	40	40' roll
2" Compression Coupling	EA	2	
2" CC x Compression Corporation	EA	1	

SUBCONTRACTORS

	UNIT	QUANTITY	
Exposed Saw Cutting - Demo Saw	HR	4 HR	**Minimum**
US Shoring - Trench boxes	EA	2	
SITE Barricades	EA	1	

GC NAME / SIGNATURE:

T & M TRACKING - ADDED WORK
PROJECT NAME: 2535 - Addison Emergency Repair
GC NAME: City of Addison
NORTH TEXAS CONTRACTING

DATE / DAY: 7/10/2025

TOTAL HRS OF ADDED WORK: 77.0

DESCRIPTION OF WORK:

Cleaned up excavation to prep for flowfill. We returned the 8x20 road plate and ordered 3 EA - 8x10 roadplates so that the road could be reopened. A tandem was ordered for today and we hauled off 3 loads of concrete.

LABOR BREAKDOWNS

	REGULAR HOURS CHARGED	OT HOURS CHARGED
SUPERINTENDENT - 1	8.0	3.0
TRUCK DRIVER -		
FOREMAN - 1	8.0	3.0
OPERATOR - 2	16.0	6.0
SKILLED LABORER - 2	16.0	6.0
LABORER / UNSKILLED - 1	8.0	3.0

EQUIPMENT BREAKDOWNS

PERSONAL / COMPANY TRUCK / VEHICLE	HR	22.0	
HAUL TRUCK	HR		
LOW BOY TRAILER (HAUL TRUCK)	HR		
TRUCK (TANDEM DUMP) (8 CY / LOAD)	HR	8	
TRUCK (END DUMP) (16 CY / LOAD)	HR		
KOMATSU PC__360_____ EXCAVATOR	HR		
KOMATSU 138 EXCAVATOR	HR	11	
KOMATSU 290 EXCAVATOR	HR		
KOMATSU W 270 RBBR TIRE LOADER 2YD	HR	11	
CASE 580 COMBO BACKHOE / LOADER	HR		
CASE 721 LOADER	HR		
BOBCAT SKID STEER	HR		
CAT 48" COMPACTOR	HR		
COMPACTOR (33" TRENCH / WALK BEHIND)	HR		
ROAD PLATE / BEAM SHORING (PER EACH)	EA		
TRENCH BOX W/ SPREADERS (PER EACH)	EA		
LIGHT TOWER	HR	10	Running 2" pump
MANHOLE SHIELD	HR		
CUT OFF SAW	HR		
JUMPING JACK / RAMMER	HR		
TRASH / WATER PUMP	HR		
ATLAS COPCO 175 CFM AIR COMPRESSOR	HR		
OTHER_____NTC DEMO SAW	HR		
OTHER_____	HR		

MATERIALS

	UNIT	QUANTITY

SUBCONTRACTORS

	UNIT	QUANTITY
SITE Barricades	EA	1

GC NAME / SIGNATURE:

T & M TRACKING - ADDED WORK
PROJECT NAME: 2535 - Addison Emergency Repair
GC NAME: City of Addison
NORTH TEXAS CONTRACTING

DATE / DAY: 7/11/2025

TOTAL HRS OF ADDED WORK: 70.0

DESCRIPTION OF WORK:

Returned the trench boxes. We sawcut to cleanup the edges and placed 20 CY's of flowfill. Installed roadplates and anchored with 3/4" wedge anchors. The city wanted us to place asphalt around the edges of the plates for a smoother transition, so we placed 15 bags of asphalt around the perimeter.

LABOR BREAKDOWNS

	REGULAR HOURS CHARGED	OT HOURS CHARGED
SUPERINTENDENT - 1	8.0	2.0
TRUCK DRIVER -		
FOREMAN - 1	8.0	2.0
OPERATOR - 2	16.0	4.0
SKILLED LABORER - 2	16.0	4.0
LABORER / UNSKILLED - 1	8.0	2.0

EQUIPMENT BREAKDOWNS

PERSONAL / COMPANY TRUCK / VEHICLE	HR	20.0	
HAUL TRUCK	HR		
LOW BOY TRAILER (HAUL TRUCK)	HR	4	Returned trench boxes
TRUCK (TANDEM DUMP) (8 CY / LOAD)	HR		
TRUCK (END DUMP) (16 CY / LOAD)	HR		
KOMATSU PC__360_____ EXCAVATOR	HR		
KOMATSU 138 EXCAVATOR	HR	10	
KOMATSU 290 EXCAVATOR	HR		
KOMATSU W 270 RBBR TIRE LOADER 2YD	HR	10	
CASE 580 COMBO BACKHOE / LOADER	HR		
CASE 721 LOADER	HR		
BOBCAT SKID STEER	HR		
CAT 48" COMPACTOR	HR		
COMPACTOR (33" TRENCH / WALK BEHIND)	HR		
ROAD PLATE / BEAM SHORING (PER EACH)	EA		
TRENCH BOX W/ SPREADERS (PER EACH)	EA	2	
LIGHT TOWER	HR		
MANHOLE SHIELD	HR		
CUT OFF SAW	HR		
JUMPING JACK / RAMMER	HR		
TRASH / WATER PUMP	HR		
ATLAS COPCO 175 CFM AIR COMPRESSOR	HR		
OTHER_____NTC DEMO SAW	HR		
OTHER_____	HR		

MATERIALS

	UNIT	QUANTITY	
Asphalt (bagged)	EA	15	Barnsco
3/4" Wedge Anchor	EA	8	Barnsco

SUBCONTRACTORS

	UNIT	QUANTITY
Martin Marietta -FLOWFILL	CY	20
SITE Barricades	EA	1

GC NAME / SIGNATURE:

T & M TRACKING - ADDED WORK
PROJECT NAME: 2535 - Addison Emergency Repair
GC NAME: City of Addison
NORTH TEXAS CONTRACTING

DATE / DAY: 7/15/2025

TOTAL HRS OF ADDED WORK: 56.0

DESCRIPTION OF WORK:

Finished removing concrete around the edges of the area to be poured back. Installed rebar and replaced road plates. Area of concrete to be poured back is 15'x40' - 600 SY's

LABOR BREAKDOWNS

	REGULAR HOURS CHARGED	OT HOURS CHARGED
SUPERINTENDENT - 1	8.0	
TRUCK DRIVER -		
FOREMAN - 1	8.0	
OPERATOR - 2	16.0	
SKILLED LABORER - 2	16.0	
LABORER / UNSKILLED - 1	8.0	

EQUIPMENT BREAKDOWNS

PERSONAL / COMPANY TRUCK / VEHICLE	HR	16.0
HAUL TRUCK	HR	
LOW BOY TRAILER (HAUL TRUCK)	HR	
TRUCK (TANDEM DUMP) (8 CY / LOAD)	HR	
TRUCK (END DUMP) (16 CY / LOAD)	HR	
KOMATSU PC__360_____ EXCAVATOR	HR	
KOMATSU 138 EXCAVATOR	HR	8
KOMATSU 290 EXCAVATOR	HR	
KOMATSU W 270 RBBR TIRE LOADER 2YD	HR	
CASE 580 COMBO BACKHOE / LOADER	HR	
CASE 721 LOADER	HR	
BOBCAT SKID STEER	HR	
CAT 48" COMPACTOR	HR	
COMPACTOR (33" TRENCH / WALK BEHIND)	HR	
ROAD PLATE / BEAM SHORING (PER EACH)	EA	
TRENCH BOX W/ SPREADERS (PER EACH)	EA	
LIGHT TOWER	HR	
MANHOLE SHIELD	HR	
CUT OFF SAW	HR	
JUMPING JACK / RAMMER	HR	
TRASH / WATER PUMP	HR	
ATLAS COPCO 175 CFM AIR COMPRESSOR	HR	
OTHER_____NTC DEMO SAW	HR	
OTHER_____	HR	

MATERIALS

	UNIT	QUANTITY

SUBCONTRACTORS

	UNIT	QUANTITY
SITE Barricades	EA	1

GC NAME / SIGNATURE:

T & M TRACKING - ADDED WORK
PROJECT NAME: 2535 - Addison Emergency Repair
GC NAME: City of Addison
NORTH TEXAS CONTRACTING

DATE / DAY: 7/16/2025

TOTAL HRS OF ADDED WORK: 54.0

DESCRIPTION OF WORK:

Removed plates, poured 15 CY's of HES concrete and hauled off the remaining concrete spoils.

LABOR BREAKDOWNS

	REGULAR HOURS CHARGED	OT HOURS CHARGED
SUPERINTENDENT - 1	8.0	1.0
TRUCK DRIVER -		
FOREMAN - 1	8.0	1.0
OPERATOR - 1	8.0	1.0
SKILLED LABORER - 2	16.0	2.0
LABORER / UNSKILLED - 1	8.0	1.0

EQUIPMENT BREAKDOWNS

PERSONAL / COMPANY TRUCK / VEHICLE	HR	18.0
HAUL TRUCK	HR	
LOW BOY TRAILER (HAUL TRUCK)	HR	
TRUCK (TANDEM DUMP) (8 CY / LOAD)	HR	8
TRUCK (END DUMP) (16 CY / LOAD)	HR	
KOMATSU PC__360_____ EXCAVATOR	HR	
KOMATSU 138 EXCAVATOR	HR	8
KOMATSU 290 EXCAVATOR	HR	
KOMATSU W 270 RBBR TIRE LOADER 2YD	HR	
CASE 580 COMBO BACKHOE / LOADER	HR	
CASE 721 LOADER	HR	
BOBCAT SKID STEER	HR	
CAT 48" COMPACTOR	HR	
COMPACTOR (33" TRENCH / WALK BEHIND)	HR	
ROAD PLATE / BEAM SHORING (PER EACH)	EA	
TRENCH BOX W/ SPREADERS (PER EACH)	EA	
LIGHT TOWER	HR	
MANHOLE SHIELD	HR	
CUT OFF SAW	HR	
JUMPING JACK / RAMMER	HR	
TRASH / WATER PUMP	HR	
ATLAS COPCO 175 CFM AIR COMPRESSOR	HR	
OTHER_____NTC DEMO SAW	HR	
OTHER_____	HR	

MATERIALS

	UNIT	QUANTITY

SUBCONTRACTORS

	UNIT	QUANTITY
Martin Marietta - HES CONCRETE	CY	15
SITE Barricades	EA	1

GC NAME / SIGNATURE:

EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 4X4 1 1/4 260 CONV GAS
On-Highway Light Duty Trucks

Size Class:
200 - 299 hp
Weight:
N/A

Configuration for 4X4 1 1/4 260 CONV GAS

Axle Configuration	**4X4**	Cab Type	**Conventional**
Horsepower	**260.0**	Power Mode	**Gasoline**
Ton Rating	**1 1/4**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $700.00	USD $195.00	USD $49.00	USD $7.00	USD $19.05	USD $23.03
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $700.00**	**USD $195.00**	**USD $49.00**	**USD $7.00**	**USD $19.05**	**USD $23.03**

Non-Active Use Rates

	Hourly
Standby Rate	USD $2.47
Idling Rate	USD $18.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33.11%	USD $231.79/mo
Overhaul (ownership)	37.83%	USD $264.79/mo
CFC (ownership)	12.57%	USD $87.98/mo
Indirect (ownership)	16.49%	USD $115.44/mo
Fuel (operating) @ USD 3.03	78.69%	USD $14.99/hr

Revised Date: 1st quarter 2025

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EquipmentWatch.

www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 6X4 75KGVW DSL
On-Highway Truck Tractors

Size Class:
60,001 lbs & Over
Weight:
19688 lbs

Configuration for 6X4 75KGVW DSL

Axle Configuration	**6X4**	Horsepower	**400.0**
Maximum Gross Vehicle Weight	**75000.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $4,225.00	USD $1,185.00	USD $295.00	USD $44.00	USD $52.09	USD $76.10
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,225.00**	**USD $1,185.00**	**USD $295.00**	**USD $44.00**	**USD $52.09**	**USD $76.10**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $15.36
Idling Rate	USD $58.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42.84%	USD $1,809.89/mo
Overhaul (ownership)	36%	USD $1,521.12/mo
CFC (ownership)	10%	USD $422.43/mo
Indirect (ownership)	11.16%	USD $471.56/mo
Fuel (operating) @ USD 3.54	66.6%	USD $34.69/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 3 100
Hydraulic Removable Gooseneck Equipment Trailers

Size Class:
All
Weight:
N/A

Configuration for 3 100

Capacity	**100.0 t**	Number Of Axles	**3.0**
Number Of Tires	**12.0**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,950.00	USD $1,105.00	USD $275.00	USD $41.00	USD $13.62	USD $36.06
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 99.63%)	(USD $14.72)	(USD $4.12)	(USD $1.02)	(USD $0.15)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,935.28**	**USD $1,100.88**	**USD $273.98**	**USD $40.85**	**USD $13.62**	**USD $35.98**

Non-Active Use Rates

	Hourly
Standby Rate	USD $15.66
Idling Rate	USD $22.36

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45.39%	USD $1,793.05/mo
Overhaul (ownership)	29.98%	USD $1,184.17/mo
CFC (ownership)	11.22%	USD $443.06/mo
Indirect (ownership)	13.41%	USD $529.72/mo

Fuel cost data is not available for these rates.

Revised Date: 1st quarter 2025

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EquipmentWatch.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 6X4 12YD 50KGVW
On-Highway Rear Dumps

Size Class:
45,001 - 60,000 lbs
Weight:
14607 lbs

Configuration for 6X4 12YD 50KGVW

Axle Configuration	**6X4**	Horsepower	**400.0**
Maximum Gross Vehicle Weight	**50000.0 lbs**	Power Mode	**Diesel**
Struck Capacity	**10.0 - 12.0 cu yd**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,960.00	USD $1,110.00	USD $280.00	USD $42.00	USD $55.85	USD $78.35
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,960.00**	**USD $1,110.00**	**USD $280.00**	**USD $42.00**	**USD $55.85**	**USD $78.35**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $15.60
Idling Rate	USD $62.15

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	48.27%	USD $1,911.39/mo
Overhaul (ownership)	30.69%	USD $1,215.23/mo
CFC (ownership)	10.39%	USD $411.51/mo
Indirect (ownership)	10.65%	USD $421.87/mo
Fuel (operating) @ USD 3.54	70.99%	USD $39.65/hr

Revised Date: 1st quarter 2025

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EquipmentWatch.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 6X6 70KGVW DSL
On-Highway Truck Tractors

Size Class:
60,001 lbs & Over
Weight:
N/A

Configuration for 6X6 70KGVW DSL

Axle Configuration	**6X6**	Horsepower	**450.0**
Maximum Gross Vehicle Weight	**70000.0 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $4,420.00	USD $1,240.00	USD $310.00	USD $47.00	USD $57.29	USD $82.40
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $4,420.00**	**USD $1,240.00**	**USD $310.00**	**USD $47.00**	**USD $57.29**	**USD $82.40**

Non-Active Use Rates

	Hourly
Standby Rate	USD $16.07
Idling Rate	USD $64.14

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	42.84%	USD $1,893.42/mo
Overhaul (ownership)	36%	USD $1,591.32/mo
CFC (ownership)	10%	USD $441.93/mo
Indirect (ownership)	11.16%	USD $493.32/mo
Fuel (operating) @ USD 3.54	68.13%	USD $39.03/hr

Revised Date: 1st quarter 2025

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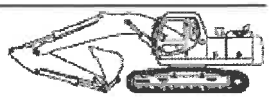
www.equipmentwatch.com

All prices shown in US dollars ($)

Rental Rate Blue Book®

January 8, 2025

Komatsu PC138USLC-11
Crawler Mounted Hydraulic Excavators



Size Class:
14.5 - 16.4 mt
Weight:
N/A

Configuration for PC138USLC-11

Horsepower **97.2 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $10,535.00	USD $2,950.00	USD $740.00	USD $110.00	USD $28.15	USD $88.01
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $10,535.00**	**USD $2,950.00**	**USD $740.00**	**USD $110.00**	**USD $28.15**	**USD $88.01**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $34.83
Idling Rate	USD $66.40

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	31.38%	USD $3,305.63/mo
Overhaul (ownership)	41.81%	USD $4,404.44/mo
CFC (ownership)	16.89%	USD $1,779.09/mo
Indirect (ownership)	9.93%	USD $1,045.85/mo
Fuel (operating) @ USD 3.54	23.23%	USD $6.54/hr

Revised Date: 1st quarter 2025

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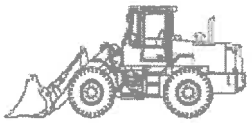
All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Komatsu WA320-8
4-Wd Articulated Wheel Loaders

Size Class:
150 - 174 hp
Weight:
N/A



Configuration for WA320-8

Bucket Capacity	**3 cu yd**	Horsepower	**165.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,530.00	USD $1,830.00	USD $460.00	USD $69.00	USD $24.89	USD $61.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,530.00**	**USD $1,830.00**	**USD $460.00**	**USD $69.00**	**USD $24.89**	**USD $61.99**

Non-Active Use Rates

	Hourly
Standby Rate	USD $24.87
Idling Rate	USD $45.46

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	39.2%	USD $2,559.84/mo
Overhaul (ownership)	32.97%	USD $2,152.96/mo
CFC (ownership)	17.62%	USD $1,150.57/mo
Indirect (ownership)	10.21%	USD $666.63/mo
Fuel (operating) @ USD 3.54	33.59%	USD $8.36/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 6.7-18MC
Concrete Saws

Size Class:
11 - 18 hp
Weight:
N/A

Configuration for 6.7-18MC

Horsepower	**16.0**	Maximum Cutting Depth	**6.75**
Power Mode	**Gasoline**	Type	**Concrete**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,000.00	USD $840.00	USD $210.00	USD $32.00	USD $12.48	USD $29.53
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,000.00**	**USD $840.00**	**USD $210.00**	**USD $32.00**	**USD $12.48**	**USD $29.53**

Non-Active Use Rates

	Hourly
Standby Rate	USD $3.90
Idling Rate	USD $20.84

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	11.22%	USD $336.63/mo
Overhaul (ownership)	77.15%	USD $2,314.39/mo
CFC (ownership)	5.23%	USD $157.04/mo
Indirect (ownership)	6.4%	USD $191.94/mo
Fuel (operating) @ USD 3.03	30.37%	USD $3.79/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 8, 2025

Wacker Neuson LTW 6K-V
Portable Light Towers

Size Class:
To 7 kW
Weight:
N/A

Configuration for LTW 6K-V

Number Of Lights	**4**	Power Mode	**Diesel**
Tower Height	**27.8 ft**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $780.00	USD $220.00	USD $55.00	USD $8.00	USD $4.47	USD $8.90
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $780.00**	**USD $220.00**	**USD $55.00**	**USD $8.00**	**USD $4.47**	**USD $8.90**

Non-Active Use Rates

	Hourly
Standby Rate	USD $1.81
Idling Rate	USD $5.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24.65%	USD $192.26/mo
Overhaul (ownership)	59.12%	USD $461.16/mo
CFC (ownership)	8.4%	USD $65.48/mo
Indirect (ownership)	7.83%	USD $61.10/mo
Fuel (operating) @ USD 3.54	27.07%	USD $1.21/hr

Revised Date: 1st quarter 2025

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All prices shown in US dollars ($)

Rental Rate Blue Book®

January 7, 2025

Miscellaneous 3 DIESEL
Self Priming Trash Pumps

Size Class:
3 - 4 in
Weight:
800 lbs

Configuration for 3 DIESEL

Horsepower	**15.0 hp**	Pump Capacity	**18000.0 gal/hr**
Pump Size	**3.0 in**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $1,200.00	USD $335.00	USD $84.00	USD $13.00	USD $9.54	USD $16.36
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $1,200.00**	**USD $335.00**	**USD $84.00**	**USD $13.00**	**USD $9.54**	**USD $16.36**

Non-Active Use Rates	Hourly
Standby Rate	USD $3.63
Idling Rate	USD $10.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27.93%	USD $335.14/mo
Overhaul (ownership)	46.79%	USD $561.45/mo
CFC (ownership)	10.78%	USD $129.36/mo
Indirect (ownership)	14.5%	USD $174.04/mo
Fuel (operating) @ USD 3.54	38.99%	USD $3.72/hr

Revised Date: 1st quarter 2025

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FERGUSON WATERWORKS

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: LINZEY 682-277-5796
From: Grayson Tatrow
grayson.tatrow@ferguson.com
Comments:

Please Contact With Questions:
817-267-3900

Invoice Number	*Customer*	*Page*
1598225	2355	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **2663.26**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

Sold To:
NORTH TEXAS CONTRACTING INC
PO BOX 129
PONDER, TX 76259

Ship To:
NORTH TEXAS CONTRACTING INC
4999 KELLER HASLETT RD
KELLER, TX 76244

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
788	788	TX1232	02535	MHD	COMP COUP	07/10/2025	68579

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
40	40	KSOFTK40	2 X 40 K SOFT COP TUBE	4349.080	C	1739.63
2	2	MH15403NK	LF 2 CTS COMP UNION	147.380	EA	294.76
2	2	PSISCK	2 CTS OR 1-1/2 IPS SS INS STFNR PE	2.300	EA	4.60
1	1	ACFDB5504X06	4X6 FT 8OZ DIRTBAG W/ 6 NECK	38.510	EA	38.51
1	1	MB25008NK	LF 2 CC X COMP BALL CORP ST	382.780	EA	382.78

Invoice Sub-Total	**2460.28**
Tax	**202.98**
Total Amt	**2663.26**

TOTAL DUE ---> **2663.26**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

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FERGUSON WATERWORKS

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

EMAIL DUPLICATE INVOICE

Deliver To: LINZEY 682-277-5796
From: Grayson Tatrow
grayson.tatrow@ferguson.com
Comments:

Please Contact With Questions:
817-267-3900

Invoice Number	*Customer*	*Page*
1598276	2355	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> **347.16**

FERGUSON WATERWORKS #788
PO BOX 847411
DALLAS, TX 75284-7411

Sold To:
NORTH TEXAS CONTRACTING INC
PO BOX 129
PONDER, TX 76259

Ship To:
COUNTER PICK UP
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633

Ship Whse	*Sell Whse*	*Tax Code*	*Customer Order Number*	*Sales Person*	*Job Name*	*Invoice Date*	*Batch*
788	788	TX788	02535	MHD	02535	07/10/2025	68579

Ordered	*Shipped*	*Item Number*	*Description*	*Unit Price*	*UM*	*Amount*
1	1	R06085	2 RE-ROUNDING TOOL F/ COP	95.220	EA	95.22
1	1	R03487	TUBE CTTR 5/8 - 2-1/8	88.750	EA	88.75
1	1	R31100	18 ALUM STRT PIPE WRCH 818	86.500	EA	86.50
1	1	PSTTF520	3/4X520 PTFE PIPE THRD TAPE	1.390	EA	1.39
6	6	PSPWT210	2X100 10 MIL PIPE WRAP TAPE	8.140	EA	48.84

Invoice Sub-Total	**320.70**
Tax	**26.46**
Total Amt	**347.16**

TOTAL DUE ---> **347.16**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT https://www.ferguson.com/content/website-info/terms-of-sale GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	361528
Account #	1705
Sales Order No.	1815960
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/10/2025
Invoiced	07/10/2025
Due Date	08/09/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Edward Angell	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	CHRIS HUGHES	**Customer PO**	**2535**

Instructions

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	GRT3012 BLACKTOP PATCH 60#/BG, 56/PLT SAKRETE 60 lb. All-Weather Blacktop Patch helps repair potholes in parking lots, drives and blacktop walks.	00396451	15	0	15	ea	28.33	ea	424.95 NT

Total Weight: 900.0000

Total Amount	**$424.95**
Sales Tax	**$0.00**
Invoice Total	**$424.95**

Remit To: PO BOX 541087
Dallas TX 75354-1087

www.barnsco.com **(214) 352-9091**

Credit Card Payments subject to 2.5% surcharge; ACH payments - no surcharge

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	361772
Account #	1705
Sales Order No.	1816815
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/14/2025
Invoiced	07/14/2025
Due Date	08/13/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Edward Angell	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	JOSH MORALE	**Customer PO**	2535

Instructions

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	BLT1096 WEDGE ANCHOR, STRONG-BOLT 3/4" X 6-1/4" The Wedge-All is a non-bottom bearing, wedge style expansion anchor for use in solid concrete or grout filled masonry.	00707392	8	0	8	ea	3.42	ea	27.36 NT
2	SDS1140 SDS+, BIT, 3/4"X8"X10" HCFC2224	00003462	1	0	1	ea	39.06	ea	39.06 NT

Total Weight: 9.0000

Total Amount	**$66.42**
Sales Tax	**$0.00**
Invoice Total	**$66.42**

Remit To: PO BOX 541087
Dallas TX 75354-1087

www.barnsco.com **(214) 352-9091**

Credit Card Payments subject to 2.5% surcharge; ACH payments - no surcharge

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	362113
Account #	1705
Sales Order No.	1818840
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/15/2025
Invoiced	07/15/2025
Due Date	08/14/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Nick Tibbs	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	Martin Ramirez	**Customer PO**	2535

Instructions

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	NLS2024 NAIL #16 DUPLEX 50 LB/BX 48 BXS/PLT 16D Bright Duplex Nails are ideal for scaffolds, framing and building temporary structures where nail removal is required.	0095832(	2	0	2	ea	47.82	ea	95.64 NT
2	NLS1944 NAIL #8 COMMON 50 LB/BX 48 BXS/PLT 8D Bright Common Nails are ideal for general construction, carpentry and framing where corrosion resistance is not required.	07646661	1	0	1	ea	66.65	ea	66.65 NT
3	EQP2526 HAND HELD BLOWER BG50 STIHL The STIHL BG 55 handheld blower features a sleek and ergonomic design that delivers reliable performance at an affordable price.	07957111	1	0	1	ea	259.97	ea	259.97 T
4	SHV4536 SHOVEL, LONG HANDLE ROUND POINT Truper 33037, Tru Tough Round Point Shovel, Long Handle , 48-Inch. 48-inch North American Ash, lacquered handle for strength and durability.	0492061⁴	2	0	2	ea	21.10	ea	42.20 T
5	POL2058 CONTRACTOR BAGS, 2.5 MIL, 42 GAL 20/RL 162/PLT These contractor bags are perfect for construction and demolition waste disposal. Made from super strong low density material.		1	0	1	BOX	15.44	BOX	15.44 T
6	WLT1012 TIEWIRE, 16 GAUGE 20/CASE Tie wire is a soft workable wire used to secure reinforcing steel in place before concrete is poured.	0845632(	20	0	20	RL	3.50	RL	70.00 NT
7	CHR2017 PAVING CHAIR, 4" PLS SQUARE BASE, 250/BG, 6250/PLT (PURPLE) Plastic Paving chair supports rebar in continuously reinforced concrete paving. 1 bag		250	0	250	ea	0.30	ea	75.00 NT
8	PNT4068 MARKING PAINT, RED FLUORESCENT 12/CS	00200661	12	0	12	ea	5.20	ea	62.40 NT

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	362113
Account #	1705
Sales Order No.	1818840
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/15/2025
Invoiced	07/15/2025
Due Date	08/14/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Nick Tibbs	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	Martin Ramirez	**Customer PO**	2535

Instructions

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
	PRECISION LINE INVERTED MARKING PAINT. A general purpose inverted marking paint								
9	SAF1550 BOOT, 16" WHITE OVER THE SOCK GG908 SIZE 8	0607438	2	0	2	ea	40.15	ea	80.30 T
10	SAF1551 BOOT, 16" WHITE OVER THE SOCK GG909 SIZE 9	7651391	4	0	4	ea	40.17	ea	160.68 T
11	SAF1067 RESPIRATOR FACE MASK, N95 DOUBLE BAND, 20/BX Provides a minimum of 95% filter efficiency against solid and non-oil based aerosol particulates for excellent worker protection.	6206065	20	0	20	ea	1.35	ea	27.00 T
12	TPM1010 TAPE, DUCT 24/CASE Sealing, holding, and marking. 3M™ Value Duct Tape 1900. Add cost-effective 3M™ Value Duct Tape 1900 to every tool box and job site	00511152	2	0	2	ea	10.00	ea	20.00 NT
13	SDS1059 SDS MAX, 1/2"X8/13" SPEED-X HC5010 Bosch 1/2" X 8/13" SDS Max Speed-X Centric tip guides bit through hard and reinforced concrete	0000346	2	0	2	ea	26.76	ea	53.52 T
14	SDS1062 SDS MAX, 3/4"X8/13" SPEED-X HC5030 Bosch 3/4" X 8/13" SDS Max Speed-X Centric tip guides bit through hard and reinforced concrete	0000346	2	0	2	ea	30.41	ea	60.82 T
15	SDS1060 SDS MAX, 5/8"X8X13" SPEED-X HC5020 Bosch 5/8" X 8X13" SDS Max Speed-X Centric tip guides bit through hard and reinforced concrete	0000346	2	0	2	ea	29.51	ea	59.02 T
16	PNT3985 CHALK, BLUE, 5 LB Irwin Standard Marking Chalk Blue - Interior or exterior use, marks are temporary, provides great visibility.		1	0	1	ea	8.60	ea	8.60 NT
17	PNT4004 CHALK BOX, STRAIGHT LINE REEL (IRWIN, SMALL)	0425269	1	0	1	ea	18.01	ea	18.01 T

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	362113
Account #	1705
Sales Order No.	1818840
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/15/2025
Invoiced	07/15/2025
Due Date	08/14/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Nick Tibbs	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	Martin Ramirez	**Customer PO**	2535
Instructions									

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
	Irwin Mach6 Chalk Reel Features: 6X Faster than traditional chalk reels; 6:1 Gear ratio; Metal drive gear; Metal handle; Wide pronged hook.								
18	PNT4008 CHALK BOX, GIANT IRWIN (CHALK LINE) BLUE Chalk Boxes are rugged and ready for professional use.	88591181	1	0	1	ea	32.39	ea	32.39 T
19	TPM1006 CAUTION TAPE YELLOW 3" X 1000' BILINGUAL (8 RLS/BX) 1000' Yellow Bilingual caution tape designed to protect and identify above ground hazardous areas or elements such as construction sites, work areas	0745088	2	0	2	RL	13.10	RL	26.20 NT
20	SDS1029 SDS+, BIT, 1/4"X4"X6" HCFC2041 Bosch 1/4" X 4" X 6-1/2" SDS-Plus Bulldog Xtreme Rotary Hammer Bit Diffusion bonding technology provides stronger carbide bond for the longest-lasting bit	0000346	5	0	5	ea	4.02	ea	20.10 T
21	CHM2105 2 CYCLE ENGINE OIL 2.6 OZ, 48/CS (MAKES 1 GAL) STIHL 2.6-ounce high performance 2-cycle engine oil is a quality 2-cycle engine oil developed for all STIHL products and especially suitable for professional chain saws.	07957111	12	0	12	ea	2.92	ea	35.04 T
22	BRM6000 BAKER BROOM, 6' 14/BX 6' Baker Broom		1	0	1	ea	294.90	ea	294.90 T
23	EPX2032 EPOXY 2300 TX DOT TYPE 3 1 GAL, 75/PLT Uses of Ultrabond 2300 include bonding fresh concrete to hardened concrete, bonding hardened concrete to hardened concrete or anchoring threaded rod fasteners and rebar dowels.	0758722	1	0	1	GAL	74.09	GAL	74.09 NT
24	CUR1004 CITY WHITE CURE, 1600 (5 GAL PAIL)(180/PLT)	CUR1004	5	0	5	GAL	8.42	GAL	42.10 NT

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	362113
Account #	1705
Sales Order No.	1818840
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/15/2025
Invoiced	07/15/2025
Due Date	08/14/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Nick Tibbs	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	Martin Ramirez	**Customer PO**	2535
Instructions									

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
	5 GAL W.R. Meadows 1600-White Water-Based, Wax-Based Concrete Curing Compound is ideal for application on exterior, horizontal surfaces, such as highways, airports, and street and curb paving. 1600-WHITE is not recommended for residential applications. Th								
25	STR9011 TWINE #18 BRAIDED FLUORESCENT PINK 1 LB 12/CS, 1000'	0076377€	2	0	2	ea	7.16	ea	14.32 NT

Total Weight: 408.1600

Total Amount	**$1,714.39**
Sales Tax	**$95.64**
Invoice Total	**$1,810.03**

Martin Ramirez

Remit To: PO BOX 541087
Dallas TX 75354-1087

www.barnsco.com **(214) 352-9091**

Credit Card Payments subject to 2.5% surcharge; ACH payments - no surcharge

Barnsco (Dallas)
2609 Willowbrook Road
Dallas, Texas 75220
Phone: (214) 352-9091
http://texas.barnsco.com

Sales Invoice

Invoice No	362388
Account #	1705
Sales Order No.	1819590
Ship Point	Barnsco (Dallas)
Terms	Net 30 Days
Shipped	07/17/2025
Invoiced	07/17/2025
Due Date	08/16/2025

BILL TO:

NORTH TEXAS CONTRACTING
PO BOX 129
PONDER, TX, 76259

SHIP TO:

2535 - ADDISON REPAIR
14901 QUORUM DR
ADDISON, TX, 75254

Taken By	Fabiola Jimenez	**Sale Type**	CPU Pickup	**Sales Rep**	Audrey McClana	**Placed By**	BERTIN DOMIN	**Customer PO**	**2535**
Instructions									

Ln #	Product and Description	UPC Item #	Quantity Ordered	Quantity B.O.	Quantity Shipped	Qty UM	Unit Price	Price UM	Amount (Net)
1	TLS3517 KUMALONG, TP648 BLUE 20 X 5 W/48" HANDLE	0035965(	3	0	3	ea	37.80	ea	113.40 NT
2	PNT2002 HEAVY DUTY MARKING PEN BLACK 48/CS Paint Markers / Valve Action >> BRITE-MARK® Medium, very popular marker, the BRITE-MARK® Medium features a medium tip for clear, bold markings.	0084353(	2	0	2	ea	3.63	ea	7.26 NT

Total Weight: 87.6000

Total Amount	**$120.66**
Sales Tax	**$0.00**
Invoice Total	**$120.66**

Remit To: PO BOX 541087
Dallas TX 75354-1087

www.barnsco.com **(214) 352-9091**

Credit Card Payments subject to 2.5% surcharge; ACH payments - no surcharge

Martin Marietta
P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
972-647-6700

Order Number 51244

SOLD TO:
NORTH TEXAS CONTRACTING
PO BOX 129
PONDER TX 76259

SHIP TO:
14901 QUORUM DR, ADDISON

PAYMENT TERMS: **Net 30th PROX**

Ship Date	Project 129381	Customer PO	Cust. No.	Invoice Date	Invoice No.
07/11/2025	ADDISON RCCP REPAIR - ADDISON	2535	365341	07/14/2025	46426333

Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
54624	140-9100779	FLOW25A-FLOW,150,T1LA70,2	10.00	CY	138.00	1,380.00
		SERVICE CHARGE	1.00	EA	40.00	40.00
		FUEL SURCHARGE	1.00	EA	0.00	0.00
	140-9100959	FLOW25A-FLOW,150,T1LA70,2	10.00	CY	138.00	1,380.00
		SERVICE CHARGE	1.00	EA	40.00	40.00
		FUEL SURCHARGE	1.00	EA	0.00	0.00
		Total Tax				0.00
		TOTAL	**20.00**			
			INVOICE TOTAL			**$2,840.00**

DETACH and Include this Return Portion with Payment

Martin Marietta

REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 677061
Dallas TX 75267-7061

CUSTOMER: 365341 NORTH TEXAS CONTRACT

INVOICE NUMBER: 46426333

PAYMENT DUE $2,840.00

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Martin Marietta
P.O. Box 30013
Raleigh, NC 27622-0013
Visit eRocks™ at www.martinmarietta.com

FOR BILLING QUESTIONS PLEASE CALL
972-647-6700

Order Number 01237

SOLD TO:
NORTH TEXAS CONTRACTING
PO BOX 129
PONDER TX 76259

SHIP TO:
14901 QUORUM DR, ADDISON

PAYMENT TERMS: **Net 30th PROX**

Ship Date	Project 129381		Customer PO	Cust. No.	Invoice Date		Invoice No.
07/16/2025	ADDISON RCCP REPAIR - ADDISON		2535	365341	07/17/2025		46476124
Business Unit	Ticket Number	Description		Quantity	UM	Unit Price	Amount
54625	141-9104708	R3161K80-COM,LS,1,REG,600		10.00	CY	173.00	1,730.00
		SERVICE CHARGE		1.00	EA	40.00	40.00
		FUEL SURCHARGE		1.00	EA	0.00	0.00
	141-9104853	R3161K80-COM,LS,1,REG,600		5.00	CY	173.00	865.00
		SERVICE CHARGE		1.00	EA	40.00	40.00
		FUEL SURCHARGE		1.00	EA	0.00	0.00
		Total Tax					0.00
			TOTAL	**15.00**			
				INVOICE TOTAL			**$2,675.00**

DETACH and Include this Return Portion with Payment

Martin Marietta

REMIT TO:

MARTIN MARIETTA MATERIALS
PO BOX 677061
Dallas TX 75267-7061

CUSTOMER: 365341 NORTH TEXAS CONTRACT

INVOICE NUMBER: 46476124

PAYMENT DUE $2,675.00

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Remit To:

Site Barricades
4841 Freeman Dr
Fort Worth, TX 76140-1533
www.sitebarricades.com

SITE BARRICADES

Invoice

Return	Invoice#
Wed 7/ 9/2025	135923-1

Bill to: **Customer #: 140**

North Texas Contracting
7368 FM 2449
PONDER, TX 76259

Job Descr: 2535 ADDISON EMERGENCY REPAIR: ADDISON

PO #: 2535
Job No: 2535
Date Out Wed 7/ 9/2025

Terms	Aging Date
On Account	Wed 7/ 9/2025

Fold Here

Fold Here

Ordered By: Zack Black 469-337-3519

Representative: Miles Britt 817-458-1184 miles@sitebarricades.com

Delivery Wed 7/ 9/2025 6:00AM

Zack Black 469-337-3519
QUORUM RD & BELT LINE RD: ADDISON
QUORUM RD & BELT LINE RD
ADDISON

MARK JOB

Pickup Thu 7/17/2025 5:00PM

Zack Black 469-337-3519
QUORUM RD & BELT LINE RD: ADDISON
QUORUM RD & BELT LINE RD
ADDISON

MARK JOB

Qty	Rental Period	Items	Days Out	Each	Price
	Delivery				
1	Wed 7/ 9/2025 to Wed 7/ 9/2025	MOBILIZATION		995.00	995.00
	Rental				
2	Wed 7/ 9/2025 to Thu 7/17/2025	ROAD WORK AHEAD 36"	9	0.00	0.00
4	Wed 7/ 9/2025 to Thu 7/17/2025	RIGHT LANE CLOSED 36"	9	0.00	0.00
2	Wed 7/ 9/2025 to Thu 7/17/2025	LEFT PLAQUE 36"	9	0.00	0.00
2	Wed 7/ 9/2025 to Thu 7/17/2025	2 PLAQUE 36"	9	0.00	0.00
2	Wed 7/ 9/2025 to Thu 7/17/2025	2 WAY ARROWS 36"	9	0.00	0.00
1	Wed 7/ 9/2025 to Thu 7/17/2025	CURVE RIGHT 36" (SYMBOL)	9	0.00	0.00
1	Wed 7/ 9/2025 to Thu 7/17/2025	CURVE LEFT 36" (SYMBOL)	9	0.00	0.00
9	Wed 7/ 9/2025 to Thu 7/17/2025	5' T LEG	9	0.00	0.00
9	Wed 7/ 9/2025 to Thu 7/17/2025	5' T LEG FEET	9	0.00	0.00
40	Wed 7/ 9/2025 to Thu 7/17/2025	NAVIGATOR TOP	9	0.00	0.00
40	Wed 7/ 9/2025 to Thu 7/17/2025	NAVIGATOR BASE	9	0.00	0.00
5	Wed 7/ 9/2025 to Thu 7/17/2025	VERTICAL PANEL 2-WAY	9	0.00	0.00
5	Wed 7/ 9/2025 to Thu 7/17/2025	VERTICAL PANEL BASE	9	0.00	0.00
5	Wed 7/ 9/2025 to Thu 7/17/2025	TYPE III	9	0.00	0.00
10	Wed 7/ 9/2025 to Thu 7/17/2025	TYPE III FEET	9	0.00	0.00
2	Wed 7/ 9/2025 to Thu 7/17/2025	TYPE II FOLDING	9	0.00	0.00

Qty	Rental Period	Items	Days Out	Each	Price
2	Wed 7/ 9/2025 to Thu 7/17/2025	SIDEWALK CLOSED	9	0.00	0.00
1	Wed 7/ 9/2025 to Thu 7/17/2025	EQUIPMENT RENTAL	9	1,495.00	1,495.00

Current On Account

Rental and Sales:				Subtotal:	Texas Sales Tax:
2,490.00				2,490.00	205.42

Total Amount:	$2,695.42		**Total Paid**	**$0.00**	**Total Due**	**$2,695.42**

DDM Materials, Inc.
PO Box 245
Valley View, TX 76272-0245
940-726-1122

Invoice

Due Date	Invoice Date	Invoice #
8/10/2025	7/11/2025	99077

Net 30 Days

Bill To:
Account ID: NORTHTX_CONTRAC-North Texas Contra North Texas Contracting, Inc. P.O. Box 129 Ponder, TX 76259

Ship To:
PO: 2535 Account

Ticket	Date	Material	Quantity	Unit $	Material $	Delivery $	Misc $	Line Total
112199848	7/10/2025	Dirt Disposal	14.00	$1.25 /Y	17.50	$0.00	$0.00	$17.50
		Sub Totals	14.00	CY	$17.50	$0.00	$0.00	$17.50
				Tax Total				$0.00
				Balance Due				**$17.50**

TSIT ENGINEERING & CONSULTING, LLC

INVOICE

Invoice Date: 07/24/2025
Invoice No: 25-07-0049

11301 Mosier Valley Rd.
Euless, TX 76040
817-510-3219

Client Address: North Texas Contracting, Inc.
Mr. Carson Collier, Project Manager
P.O. Box 468

Keller, TX. 76248 USA

TSIT Invoice for Project: 250150D
Client P.O.: 2535
Project Name: Addison 36" RCCP Repair

Project Mgr: Cotton, Jr., Aaron
NET: DUE UPON RECEIPT

========== **Invoice Detail by Report** ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
250150D-0001	07/16/2025	1.00	Reinforcing " rebar" Inspection	Hour	$77.00	$77.00
				Report Number 250150D-0001 for a Subtotal of:		$77.00
250150D-0002	07/16/2025	2.00	Concrete Technician	Hour	$77.00	$154.00
250150D-0002	07/16/2025	5.00	Concrete Cylinders	Each	$28.00	$140.00
250150D-0002	07/16/2025	1.00	Vehicle Charge	Trip	$70.00	$70.00
				Report Number 250150D-0002 for a Subtotal of:		$364.00
250150D-0003	07/17/2025	2.00	Concrete Specimen Pick-up	Hour	$77.00	$154.00
250150D-0003	07/17/2025	1.00	Vehicle Charge	Trip	$70.00	$70.00
				Report Number 250150D-0003 for a Subtotal of:		$224.00
CLERICAL	07/24/2025	1.00	Clerical	Hour	$65.00	$65.00
				Report Number CLERICAL for a Subtotal of:		$65.00
PM	07/24/2025	1.00	Project Manager	Hour	$135.00	$135.00
				Report Number PM for a Subtotal of:		$135.00
				Total for this Invoice:		**$865.00**

REMIT TO: **TSIT Engineering & Consulting, LLC**
11301 Mosier Valley Rd.
Euless, TX 76040

2025 City Council Regular Meeting **5. a.**

Meeting Date: 10/14/2025

Department: Development Services

Key Focus Areas: Public Safety

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to rezone a 1.57-acre property, located at 4850 Airport Parkway, from Mixed-Use Center (M-4) to Mixed-Use Suburban Corridor (M-2) zoning district, for a 29-unit, fee-simple townhouse development. Case 1941-Z/4850 Airport Parkway Rezoning.

BACKGROUND:

The applicant has submitted a request that consideration of the request be postponed until a future meeting.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the applicant’s request to postpone consideration to a date that is yet to be determined.

2025 City Council Regular Meeting **5. b.**

Meeting Date: 10/14/2025
Department: Development Services
Key Focus Areas: Public Safety
Economic Development and Revitalization

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 776, that is currently zoned Planned Development (PD), through Ordinance Nos. O23-03, to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption. Case 1936-SUP/5100 Belt Line Road, Suite 776 (Flight Club).

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of a request for a Special Use Permit (SUP) to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 776, which is currently zoned Planned Development (PD) via Ordinance No. O23-03.

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:
For: none
On: none
Against: none

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the request.

Attachments

1936-SUP Presentation

1936-SUP Ordinance
1936-SUP Staff Report
1936-SUP Letter of Intent
1936-SUP Plans

Flight Club Special Use Permit (1936-SUP)

October 14, 2025

Korrie Becht, Assistant Director
Development Services

Case 1936-SUP / Flight Club

LOCATION:

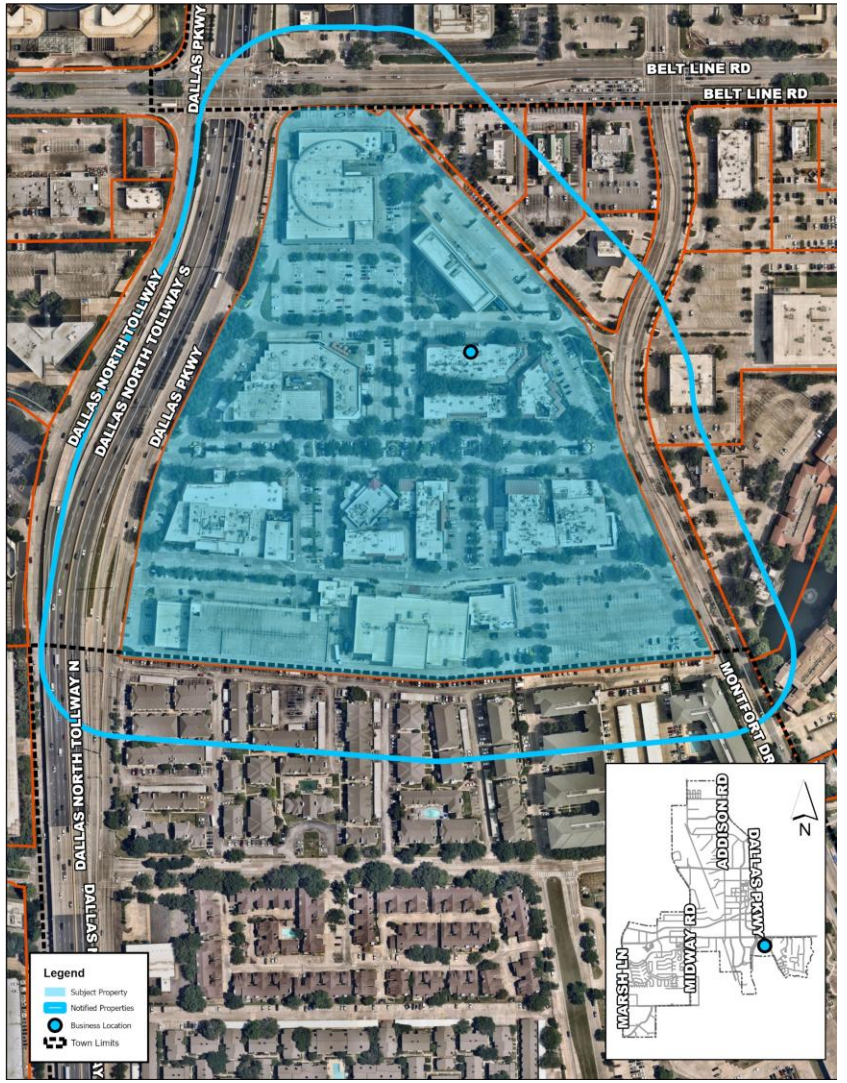
5100 Belt Line Road, Suite #776

REQUEST:

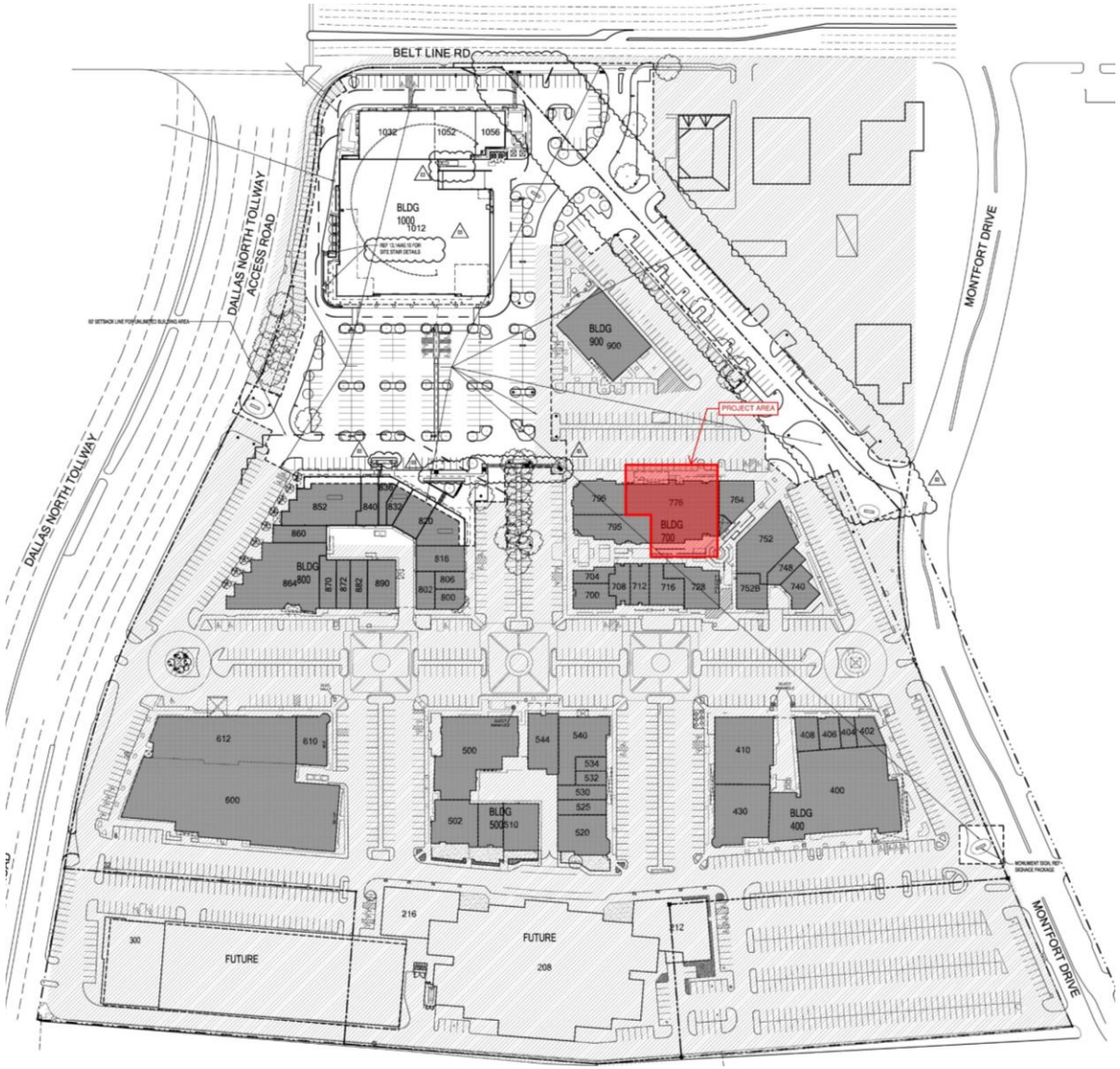
Approval of a Special Use Permit (SUP) to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the late-night hours for a restaurant with indoor entertainment and the sale of alcohol for on-premises consumption, and the associate site conditions of the subject property.



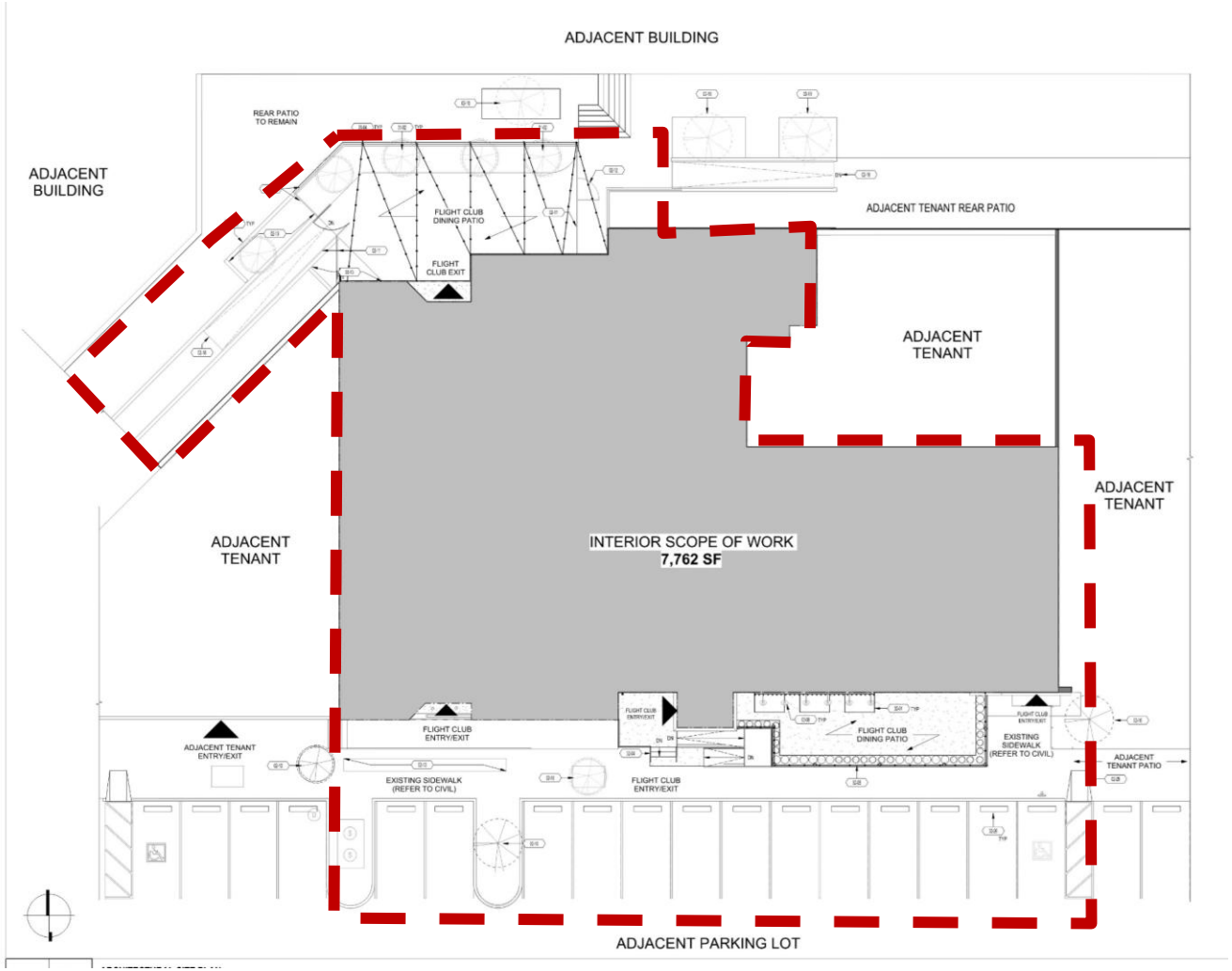
Case 1936-SUP / Flight Club



PROJECT HISTORY:

- 1966 – Rezoned from Local Retail to PD.
- 2012 – PD, Ord. No. O12-002, to support reinvestment in Village on the Parkway.
- 2020 – PD Amendment, Ord. No. O20-08, to allow a mixed-use parking ratio.

Case 1936-SUP / Flight Club



PROJECT HISTORY:

- 1966 – Rezoned from Local Retail to PD.
- 2012 – PD, Ord. No. O12-002, to support reinvestment in Village on the Parkway.
- 2020 – PD Amendment, Ord. No. O20-08, to allow a mixed-use parking ratio.
- Present – Proposed SUP to allow late night hours of operation for a restaurant with indoor entertainment and the sale of alcohol for on-premises consumption.

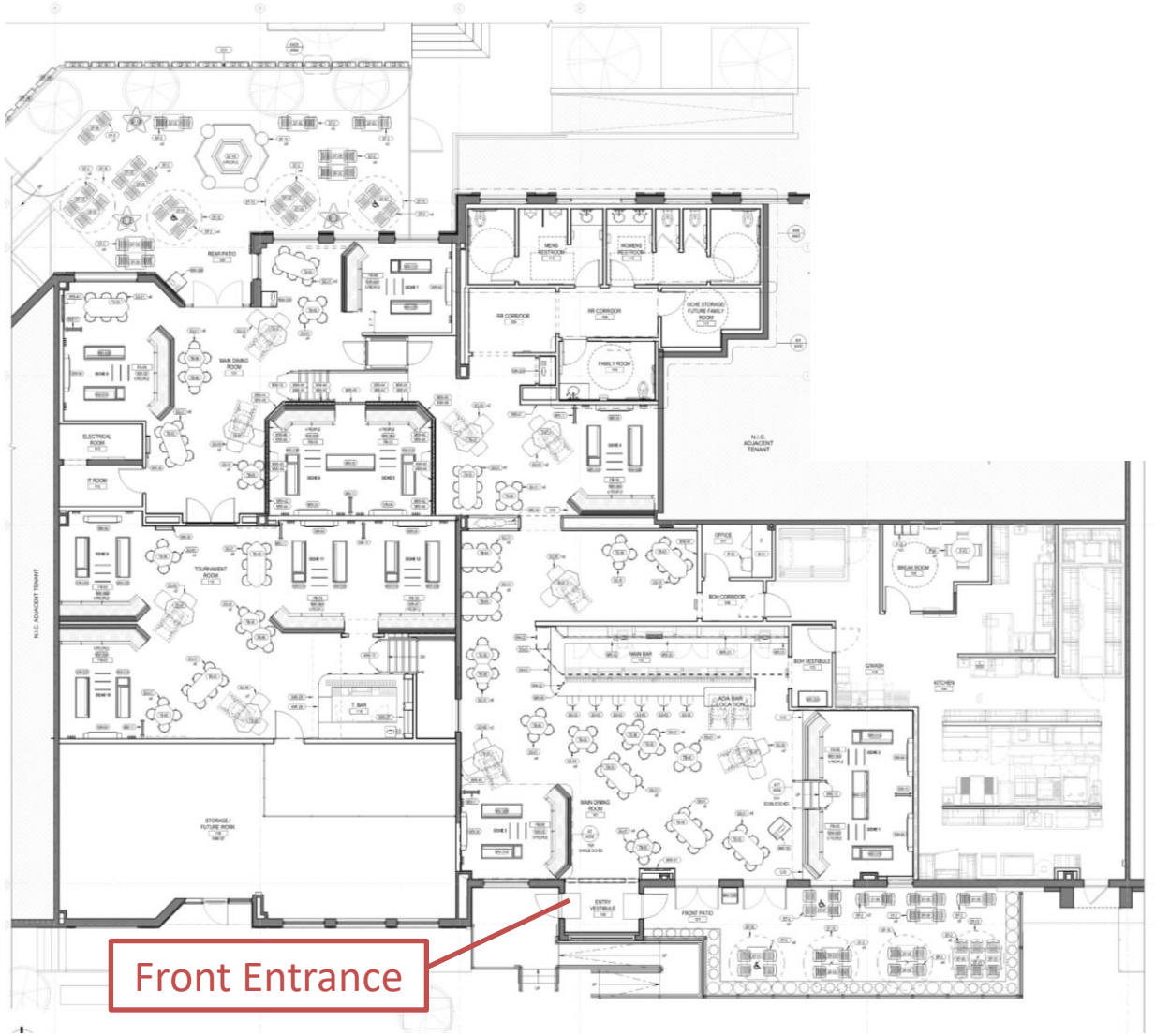
Case 1936-SUP / Flight Club

FLOOR PLAN:

- Approx. 9,000 SF of interior floor area
  - 12 Oche areas
  - 2 bar areas

- Seating for 308 individuals (inside & patio seating in the front and rear)

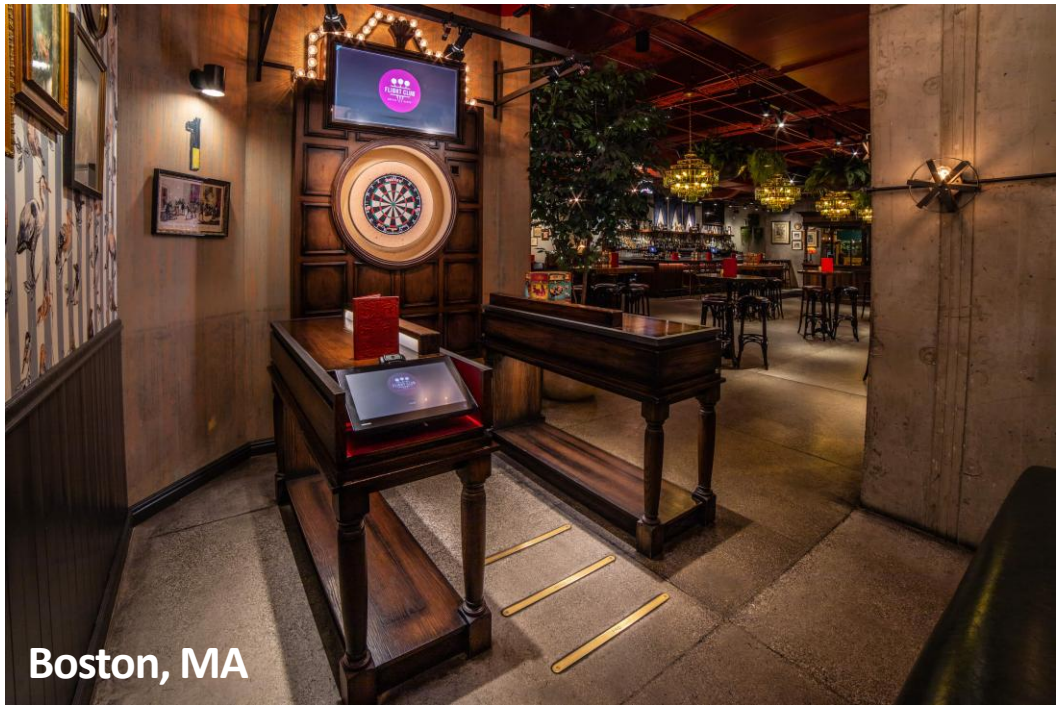
- Sale of alcoholic beverages

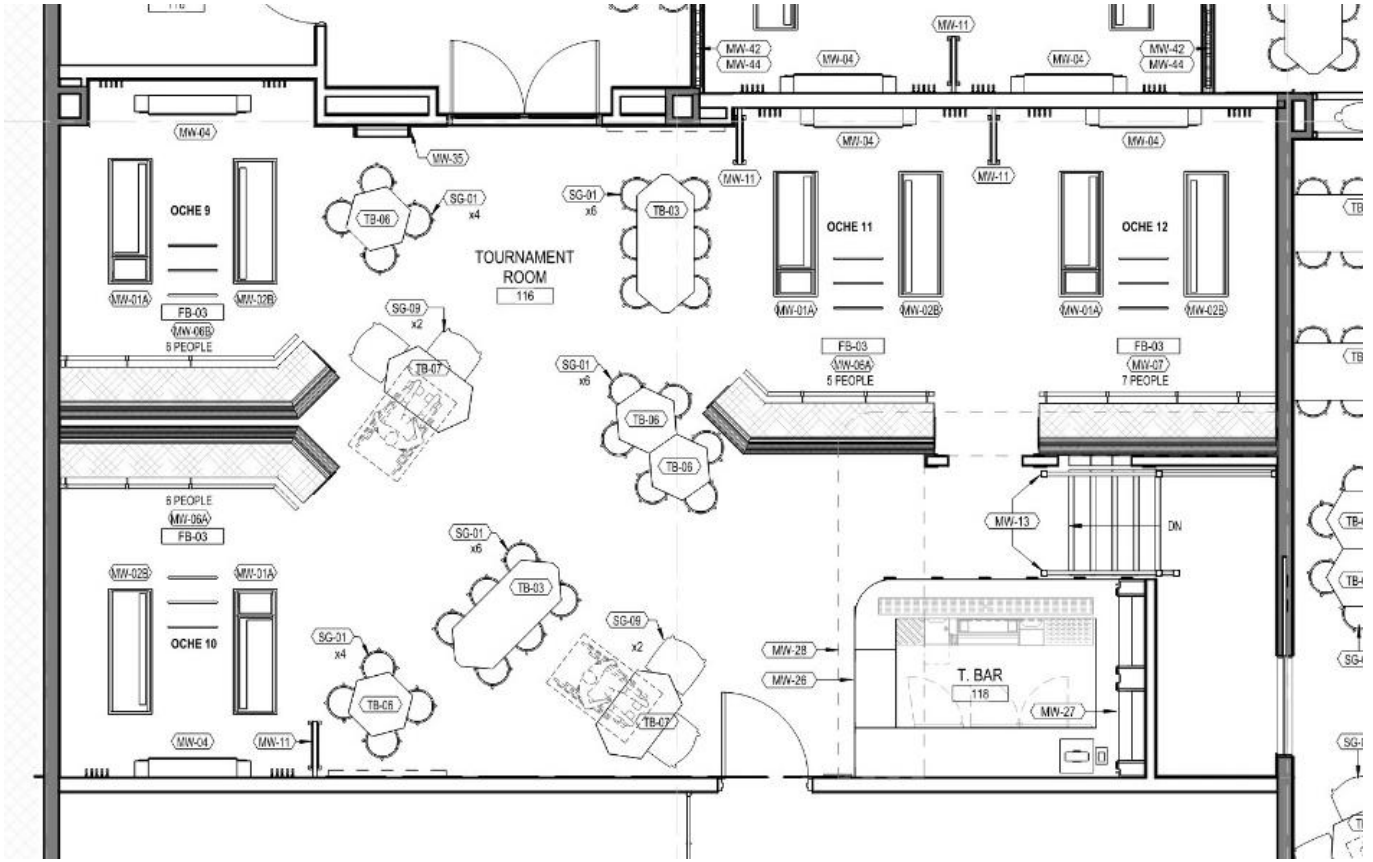


Case 1936-SUP / Flight Club

FLOOR PLAN:

- Approx. 9,000 SF of interior floor area
  - ❑ 12 Oche areas
  - ❑ 2 bar areas



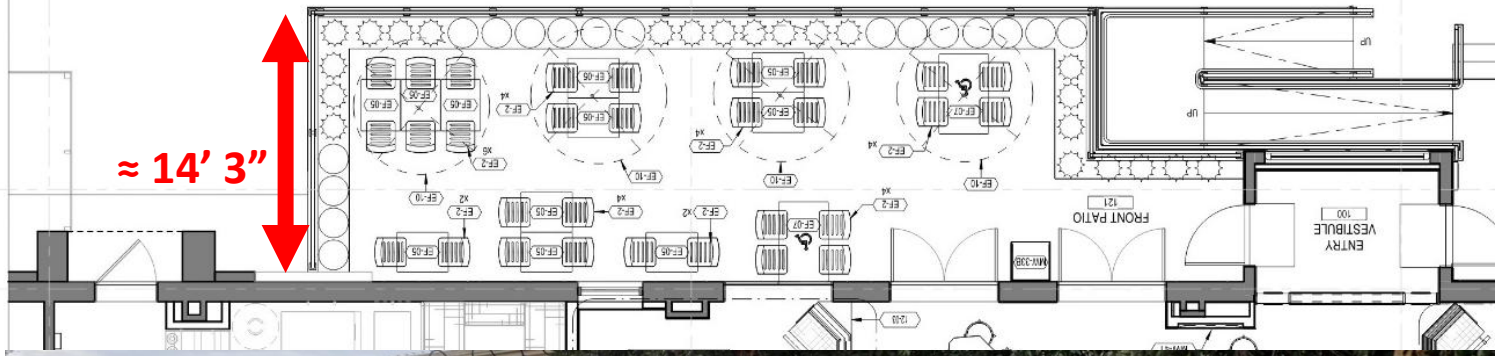


Case 1936-SUP / Flight Club

FLOOR PLAN:

- Front patio depth reduced by 3’ 8” to address ADA accessibility.

Proposed





Case 1936-SUP / Flight Club

Hours of Operation

- Proposed hours of operation:
  - Mon thru Thurs: 12:00pm to 11:00pm
  - Fri: 12:00pm to 12:00am (midnight)
  - Sat: 11:00am to 12:00am (midnight)
  - Sun: 11:00am to 10:00pm
- Proposed hours of operation are consistent with other restaurants in VOP
  - Approximately 45% of restaurants close after 11 pm on Friday and Saturday

Closing Time of Restaurants in VOP:

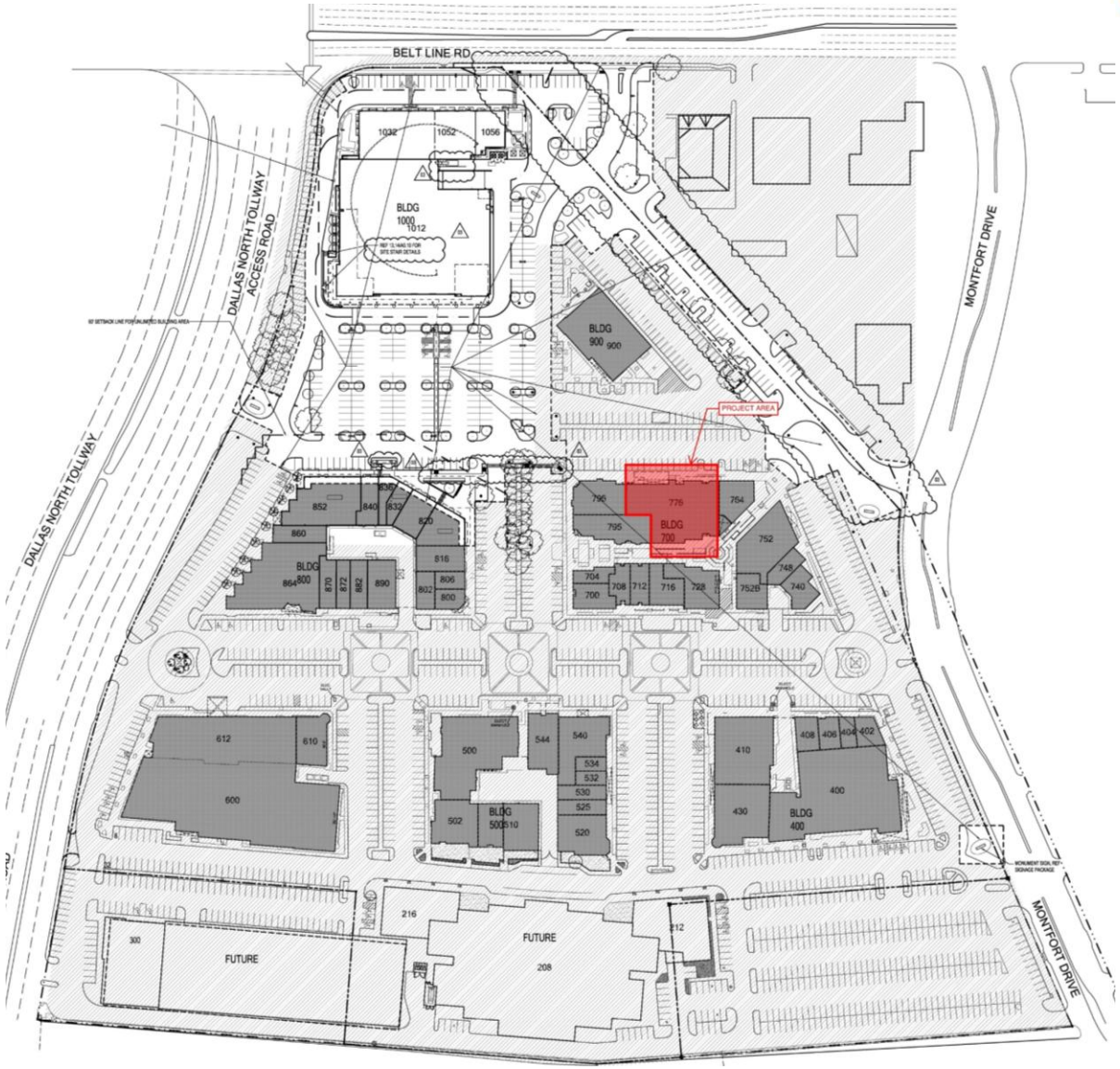
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Closed	1	3	1	1			
8:00 PM	2	1	1	1	1		
8:30 PM					1	1	1
9:00 PM	2	1	2	2	2	1	1
10:00 PM	6	6	7	7	7	2	2
10:30 PM	1	1	1	1	1	3	3
11:00 PM	3	3	3	3	3	5	5
12:00 AM	6	6	6	6	5	3	3
1:00 AM	1	1	1	1		2	2
1:30 AM						1	1
2:00 AM					2	4	4

Proposed Closing Time

Case 1936-SUP / Flight Club

PARKING:

- The site complies with the parking requirements of PD O20-08.
  - ❑ Required Parking: 2,052 spaces
  - ❑ Existing Parking: 2,261 spaces



Case 1936-SUP / Flight Club

EXTERIOR APPEARANCE:

- Minor modifications proposed to the facades:
  - ❑ Removing existing awnings
  - ❑ Replace awnings over select windows
  - ❑ Front window at entrance to be replaced with stain glass window.
- Existing façade materials will generally remain. The proposed color scheme will consist of dark blue and beige paint with green awnings.
- The proposed façade complies with Town requirements.



FRONT RENDERED ELEVATION FOR REFERENCE ONLY



REAR RENDERED ELEVATION FOR REFERENCE ONLY

Case 1936-SUP / Flight Club

OPEN SPACE AND LANDSCAPE:

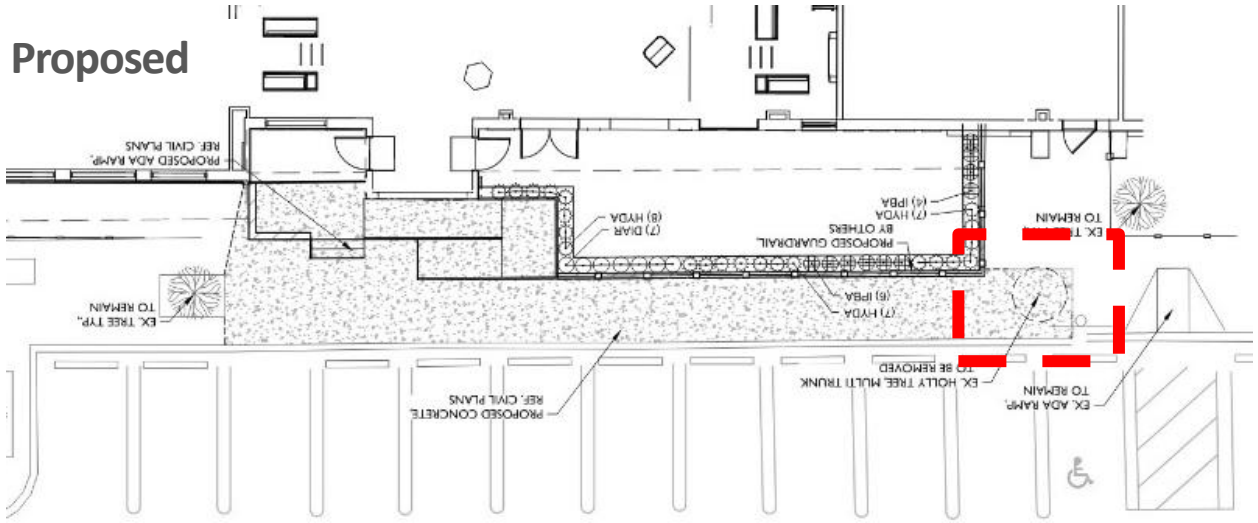
- Minor adjustments to the existing landscaping that comply with landscape ordinance
- Tree removals are from necessary improvement to accessibility or involve unhealthy trees, and the replacements provide a one-for-one mitigation, no additional tree mitigation is required.

LANDSCAPE REQUIREMENTS	
EX. PLANTING AREA	391 SF
REMOVED PLANTNG AREA	61 SF
PROPOSED PLANTING AREA	63 SF
TOTAL PLANTING AREA	**393 SF**
SEE CIVIL FOR DEMO PLANS	

TREE MITIGATION		
REMOVED TREE	**SIZE**	**QTY**
EX. HOLLY TREE	MULTI.	1
EX. CREPE MYRTLE	MULTI.	3
PROPOSED TREES		
TX. MOUNTAIN LAUREL	MULTI.	4



Proposed



Case 1936-SUP / Flight Club

OPEN SPACE AND LANDSCAPE:

- Minor adjustments to the existing landscaping that comply with landscape ordinance
- Tree removals are from necessary improvement to accessibility or involve unhealthy trees, and the replacements provide a one-for-one mitigation, no additional tree mitigation is required.

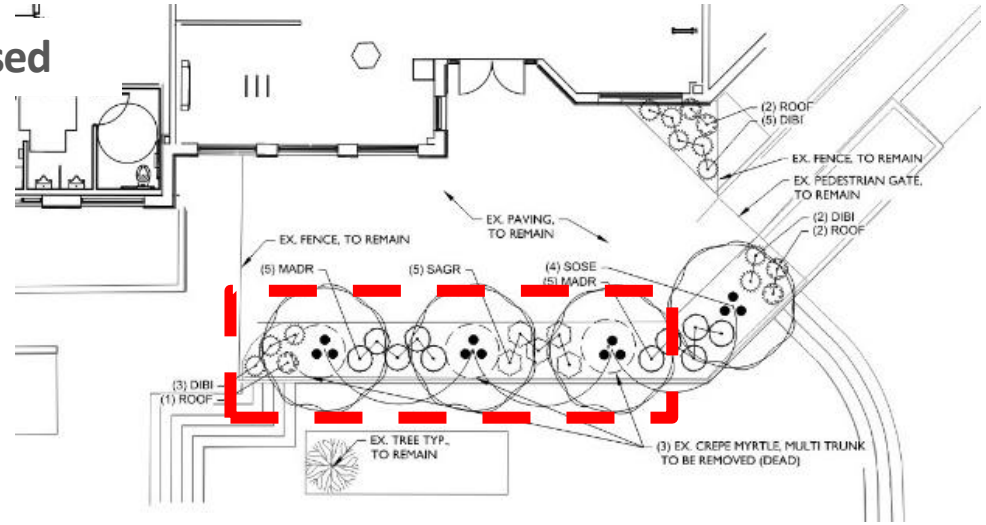
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SEE CIVIL FOR DEMO PLANS	

TREE MITIGATION		
REMOVED TREE	**SIZE**	**QTY**
EX. HOLLY TREE	MULTI.	1
EX. CREPE MYRTLE	MULTI.	3
PROPOSED TREES		
TX. MOUNTAIN LAUREL	MULTI.	4

Existing – Crepe Myrtles



Proposed



Case 1936-SUP / Flight Club

PUBLIC NOTICE:

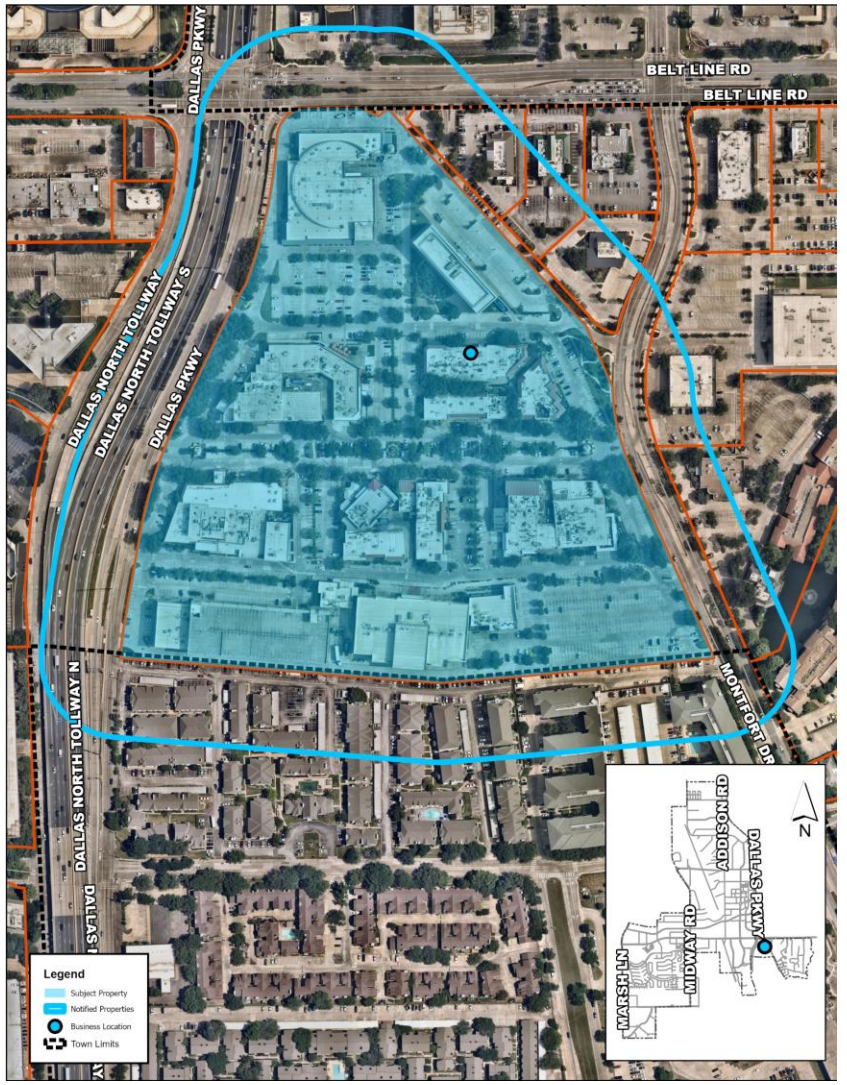
Notice of public hearing was provided to property owners within 200 feet of the subject property in accordance with Town and State law.

NOTICE RECIPIENTS: 8

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

Planning & Zoning Commission Action:

Approval: 7-0



Case 1936-SUP / Flight Club

RECOMMENDATION:

Staff recommends **approval** of the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY GRANTING A SPECIAL USE PERMIT (SUP) TO ALLOW LATE-NIGHT HOURS OF OPERATION FOR A RESTAURANT WITH INDOOR ENTERTAINMENT (DARTS) AND THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION FOR THE PROPERTY LOCATED AT 5100 BELT LINE ROAD, SUITE 776; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on September 16, 2025, the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Permit (Case No.1936-SUP) to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption at the property located at 5100 Belt Line Road, Suite 776 (the "Subject Property"); and

WHEREAS, the Subject Property is presently zoned Planned Development (PD), Ordinance No. O23-03; and

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

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

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

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

SECTION 2. A Special Use Permit authorizing late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption for the Subject Property, is hereby granted subject to the following conditions:

(a) Prior to issuance of a Certificate of Occupancy, said Property shall be improved in accordance with the site plan, landscape plan, floor plan, and façade plans which are attached hereto as **Exhibit A** and made a part hereof for all purposes, and inclusive of the following occupancy conditions:

(b) Operating hours shall result in venue closure no later than the following hours of operation:

(i) Monday thru Thursday: 12:00pm to 11:00pm

(ii) Friday: 12:00pm to 12:00am (midnight)
(iii) Saturday: 11:00am to 12:00am (midnight)
(iv) Sunday: 11:00am to 11:00pm

(c) The SUP granted herein for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption, shall be limited to that particular area encompassing a total area not to exceed 8,969 square feet as designated on the final site plans attached hereto as **Exhibit A**.

(d) The sale of food under this SUP for a restaurant with indoor entertainment facility (darts) and bar areas shall constitute 60% or more of the total facility gross sales.

(e) Said establishment shall, upon request by the City, make available to the City or its agents, during reasonable hours its bookkeeping records for inspection to ensure that the conditions of subparagraph (e) above are being met.

(f) Any nonconforming use of the Subject Property that is not considered a legal nonconforming use under the City's Comprehensive Zoning Ordinance shall not be permitted to receive a license or permit for the sale of alcoholic beverages.

(g) If the Subject Property is not used for the purposes for which said permit was granted within one (1) year after the adoption of this ordinance, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

(h) If a license or permit to sell alcoholic beverages on the Subject Property is revoked, terminated, or cancelled by any authority with jurisdiction over the same, the City Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of **OCTOBER** ***2025*.**

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

FOR REFERENCE ONLY

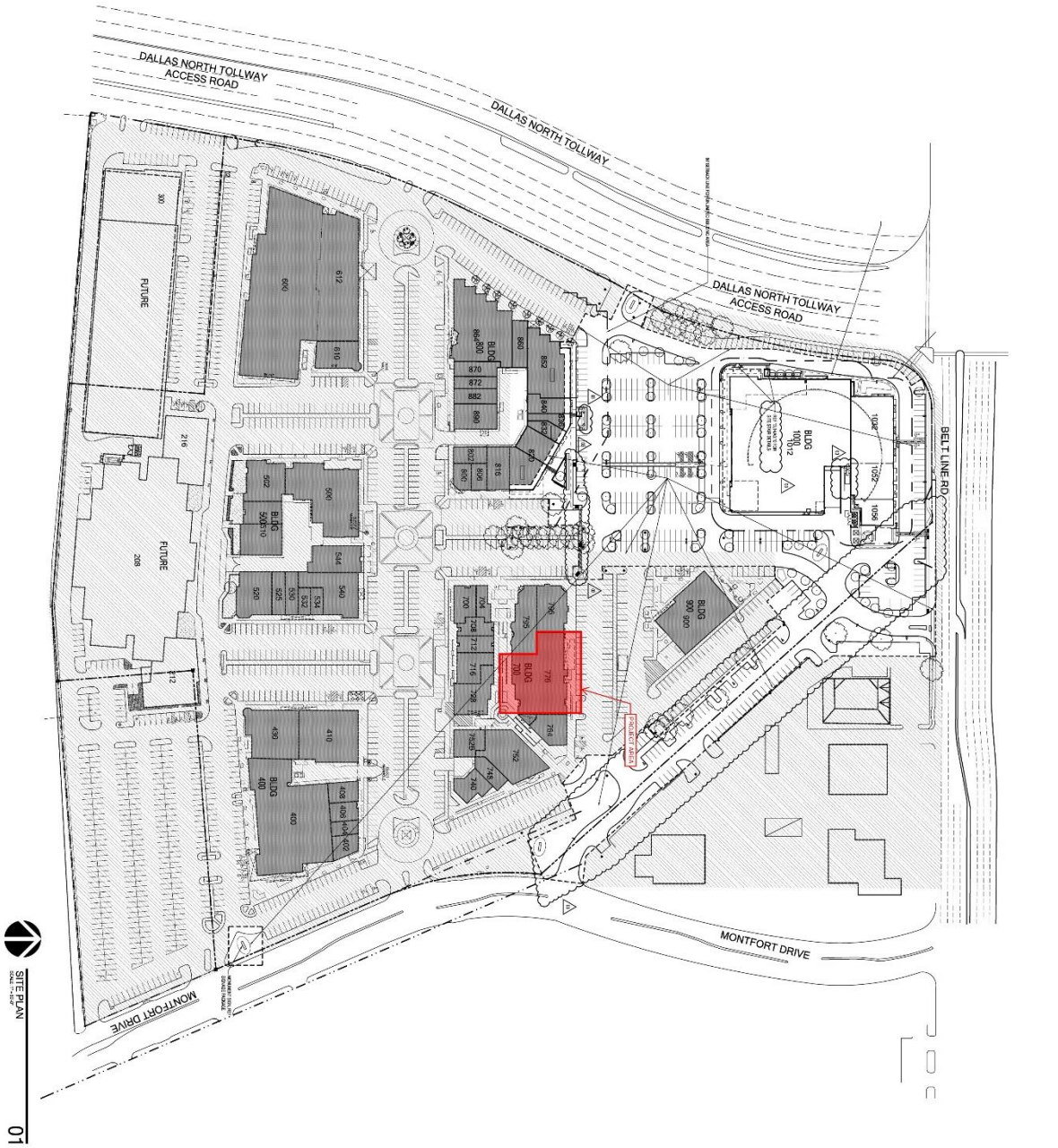


EXHIBIT A

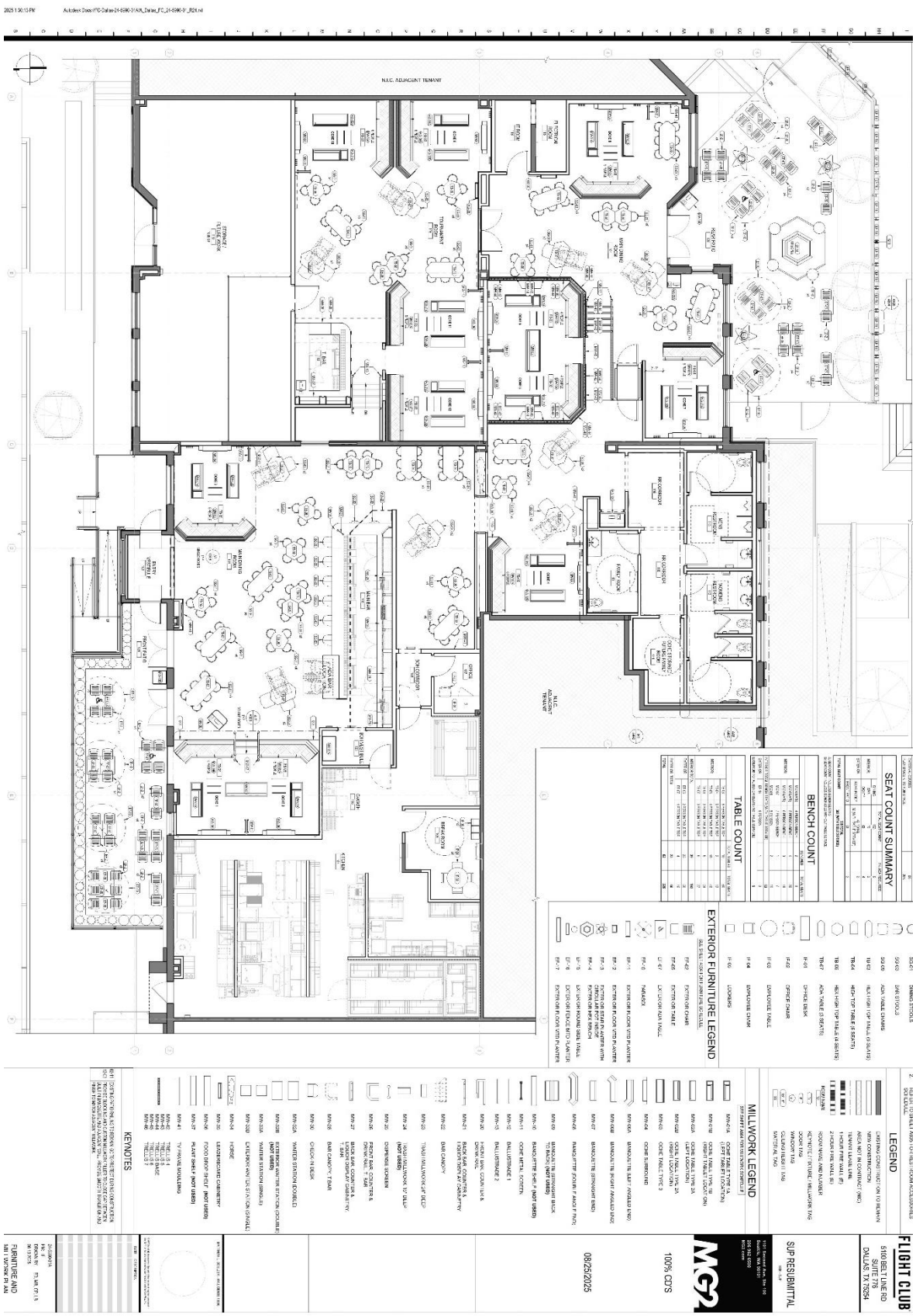

N.I.C. ADJACENT TENANT
SEAT COUNT SUMMARY
BENCH COUNT
TABLE COUNT
EXTERIOR FURNITURE LEGEND
LEGEND
MILLWORK LEGEND
KEYNOTES
FLIGHT CLUB
5100 BELT LINE RD
SUITE 776
DALLAS, TX 75254
SUP RESUBMITTAL
08/25/2025
100% CD'S
FURNITURE AND
MILLWORK PLAN

EXHIBIT A

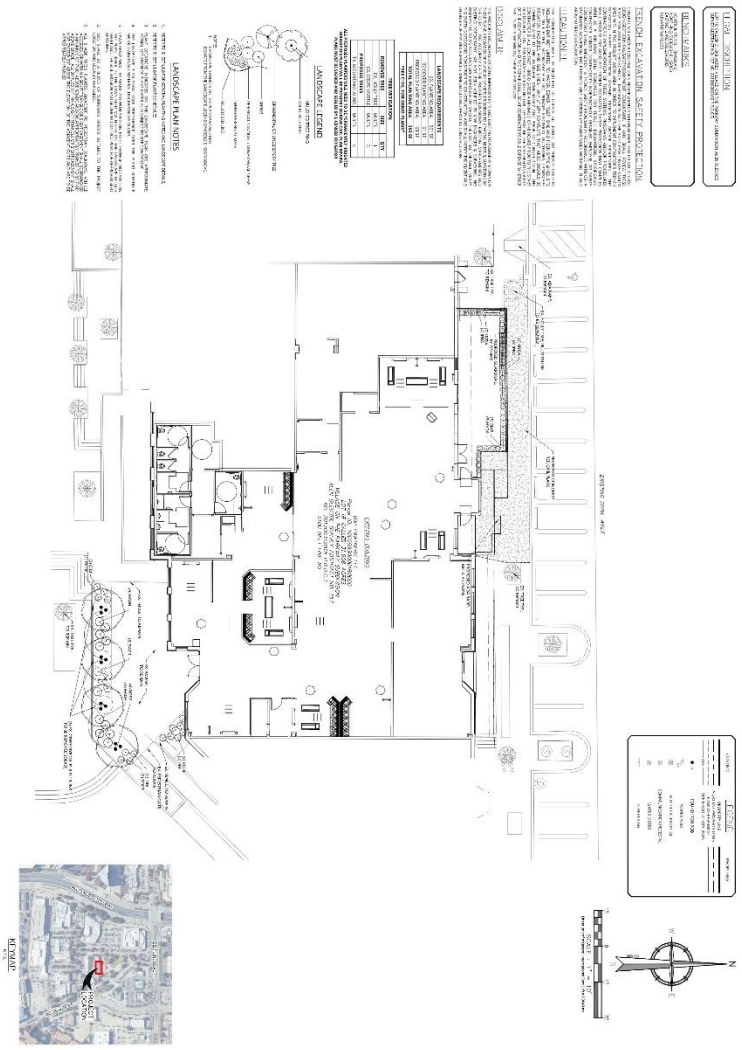
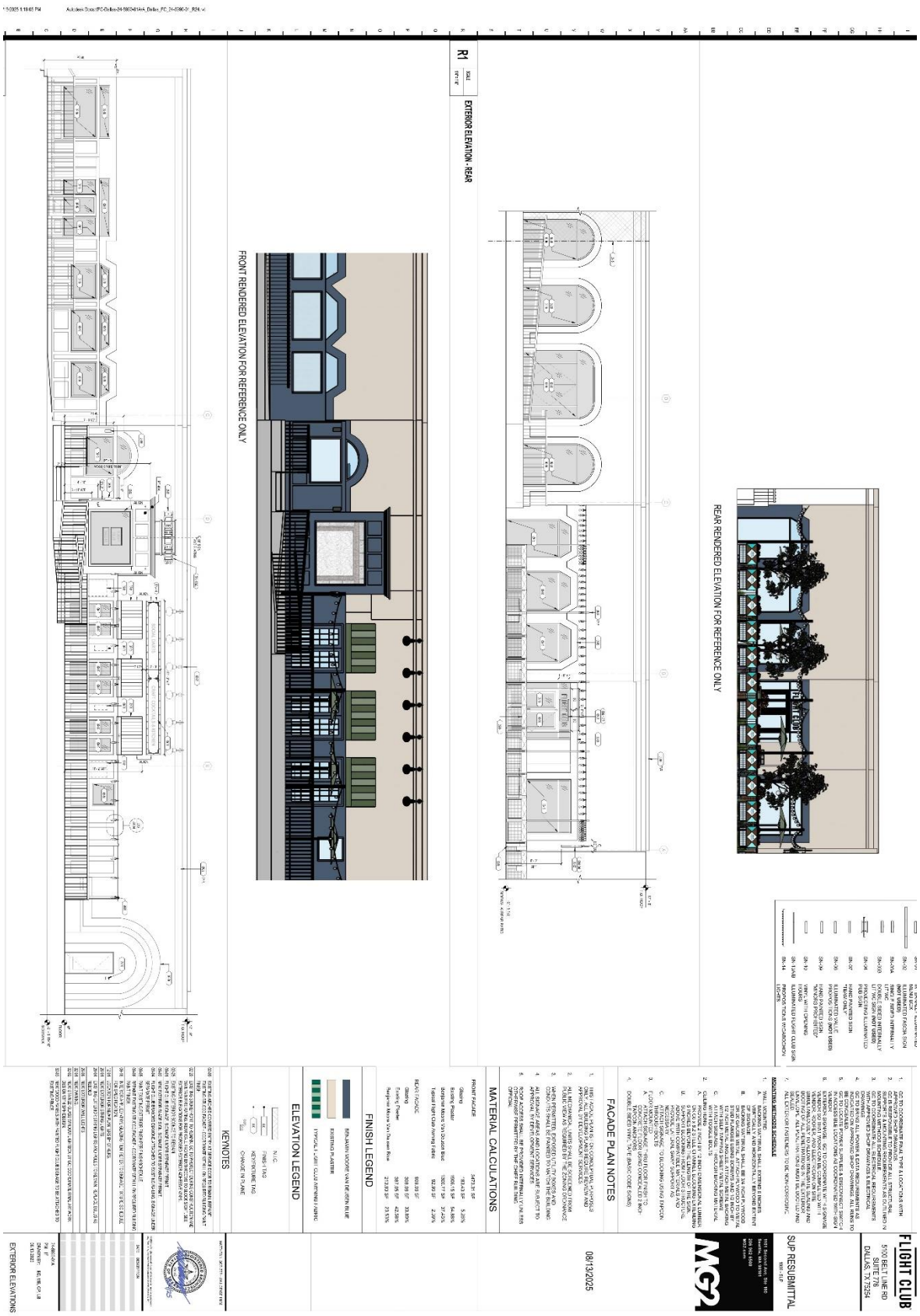

IMPROVEMENT PLANS
FOR
STATE OF PLAY FLIGHT CLUB - DALLAS
MG2
5100 Belt Line Rd Dallas, Tx
Planting Plan

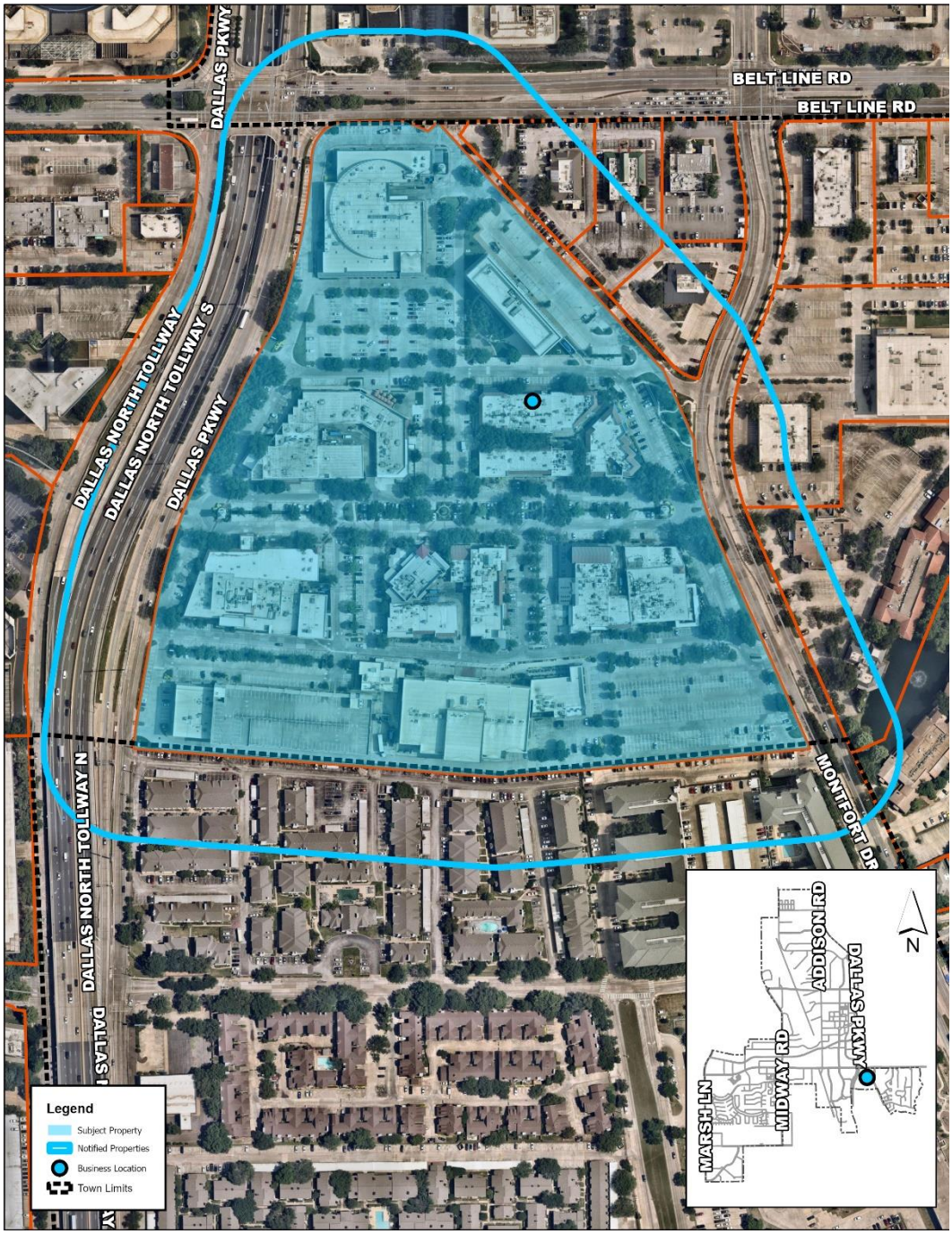
EXHIBIT A


REAR RENDERED ELEVATION FOR REFERENCE ONLY
FRONT RENDERED ELEVATION FOR REFERENCE ONLY
EXTERIOR ELEVATION - REAR
FACADE PLAN NOTES
MATERIAL CALCULATIONS
FINISH LEGEND
ELEVATION LEGEND
KEYNOTES
FLIGHT CLUB
5100 BELT LINE RD
SUITE 776
DALLAS, TX 75254
SUP RESUBMITTAL
08/13/2025
EXTERIOR ELEVATIONS

1936-SUP

PUBLIC HEARING Case 1936-SUP/5100 Belt Line Road, Suite 776 (Flight Club). Hold a public hearing, present, discuss, and consider action on a request for a Special Use Permit (SUP) for property located at 5100 Belt Line Road, Suite 776, that is currently zoned Planned Development (PD), through Ordinance No. O23-03, for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption to allow late-night hours of operation.

LOCATION MAP



September 16, 2025

STAFF REPORT

RE:	1936-SUP/5100 Belt Line Road, Suite 776 (Flight Club)
LOCATION:	5100 Belt Line Road, Suite 776
REQUEST:	Approval of a Special Use Permit (SUP) to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption. (Application Date: 04/25/2025)
APPLICANT:	Jen Chaplin, State of Play Hospitality & Joy Dayaw, MG2 Architecture

DISCUSSION:

Background: The subject property is located at 5100 Belt Line Road, Suite 776. The proposed restaurant with indoor entertainment would occupy a currently vacant space within Village on the Parkway, generally situated on the southeast corner of Belt Line Drive and the Dallas North Tollway. The space was formerly occupied by Sherlock's Baker St. Public House & Grill. The center is zoned Planned Development (PD), Ordinance No. O23-03.

Flight Club is a full-service restaurant and bar, offering a technology-infused darts experience. The concept first originated in England and currently has locations in England, Australia, and the U.S. The Addison location is proposed to be the 13th location in the U.S., and the second in Texas. Social Darts is a multiplayer take on the classic dart game, powered by tech-enabled, real-time scoring. Each Flight Club location features 10-12 Oche areas for guests. Oches (*rhymes with hockey*) is the space from the throw line to the dartboard and includes the seating areas for eating and drinks. Social Darts, which occur at each Oche, is a reinvention of the traditional game, featuring one-of-a-kind technology to create a fast-paced, multi-player game experience with six different games for up to 12 guests to play simultaneously. After game play, each Oche guest group will have a recorded Flight Club Story that captures highlights from the games, videos, photos, and final leaderboard scores that will be emailed to the guests the day after their visit.

The dart Oches and restaurant will occupy the existing 8,969 square foot tenant space (Suite 776) in Block 700 at Village on the Parkway. The restaurant will include interior and patio seating and serve elevated pub food. Flight Club proposes to offer alcohol sales for on-premises consumption via bar and table service. It is anticipated that Flight Club will have a total of 50 employees ranging from management and front-to-back of house.

The PD Ordinances allows entertainment uses, restaurants, and the sale of alcoholic beverages for on-premises consumption through the approval of an SUP. The proposed use complies with the site development standards associated with these ordinances.

Proposed Plan: With this request, Flight Club proposes an interior and exterior remodel and minor landscaping updates near the front and rear patios. The proposed restaurant will provide seating for approximately 308 individuals. The interior floor plan is comprised of 12 Oches areas, kitchen and service areas, two bars, and table and bar seating throughout.

As part of the proposed improvements, the applicant will address ADA accessibility at the main entrance. To accommodate the required modifications, the depth of the north patio will be reduced by approximately 3 feet 8 inches. Additionally, the stairs and ramp into the main entrance will be reworked, per the proposed site plan.

Late Night Hours of Operation: Flight Club proposes to have the following operating hours:

- Monday thru Thursday: 12:00pm to 11:00pm
- Friday: 12:00pm to 12:00am (midnight)
- Saturday: 11:00am to 12:00am (midnight)
- Sunday: 11:00am to 10:00pm

The proposed hours of operation are consistent with other restaurants in Village on the Parkway in regard to late night hours.

Parking: PD, Ordinance No. O23-03, established a parking ratio of 1 space for each 225 square feet for all uses (except theaters) within Village on the Parkway. The parking requirements for a theater is 1 space for each 3 seats. The total approved parking to be provided within the center is 2,256 spaces (1,634 surface spaces and 622 garage spaces). This includes the redevelopment and site improvements throughout the center that are under construction. There are no modifications proposed to the existing parking provided on site and remain in compliance with the requirements.

Exterior Facades: Flight Club proposes minor updates to the north and southeast facades, as reflected in the façade plans and renderings. The minor modifications include removing awnings over windows and entrances, replacing awnings over select windows, fresh paint on all exterior facades, and the front window at the main entrance will be replaced with a stain glass window.

Landscaping and Open Space: Flight Club proposes minor adjustments to the landscaping that comply with the landscape ordinance. To accommodate ADA accessibility around the front patio, the removal of one existing holly tree is necessary. Three additional Crepe Myrtle trees that line the back patio are proposed for removal due to poor health. All four of the trees proposed for removal are ornamental and will be mitigated on-site through the planting of four new Mountain Laurel trees, each planted at 2.5–3 caliper inches to meet ornamental tree planting standards. Because the removals are either necessary to improve accessibility or involve unhealthy trees, and the replacements provide a one-for-one mitigation, no additional tree mitigation is required. To further enhance landscaping along the front patio, planters with living plants will also be installed. With these changes, the total planting area on site will increase to 393 square feet, representing a net gain of two square feet compared to existing conditions.

Public Notice: The Town provided notice to property owners within two hundred feet of the subject property in accordance with Town and State requirements. As of the posting of the agenda, no feedback has been received on this request.

RECOMMENDATION: **APPROVAL**

Flight Club is a unique concept that will serve as a destination entertainment and restaurant venue for Addison and aligns with other businesses that currently existing within Village on the Parkway.

Staff recommends approval of the request

Case 1936-SUP/5100 Belt Line Road, Suite 776 (Flight Club)

September 16, 2025

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of a request for a Special Use Permit (SUP) to allow late-night hours of operation for a restaurant with indoor entertainment (darts) and the sale of alcoholic beverages for on-premises consumption on a property located at 5100 Belt Line Road, Suite 776, which is currently zoned Planned Development (PD), Ordinance No. O23-03.

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: none
Against: none

STATE OF PLAY
HOSPITALITY

To whom it may concern,

Thank you so much for considering State of Play's application for a Special Use Permit to open and operate Flight Club within the Village on the Parkway shopping center.

Flight Club is a full-service restaurant and bar with a 'Social Darts' experience. Flight Club was founded in 2012 in England by co-founders Steve Moore and Paul Barham. The idea came to them while they were catching up in a Devon pub where a young crowd were going crazy over a game on the dartboard in the corner. This wasn't like traditional darts; it was loud, fast, and exciting – and they saw an opportunity. The Flight Club concept gave them a chance to combine the warmth and community of the traditional British pubs with the high energy of Social Darts.

Each Flight Club location features 10-12 Oche areas for guests. Oches (rhymes with hockey) is the space from the throw line to the dartboard and includes the seating areas for eating and drinks. Social Darts, which occur at each Oche, is a reinvention of the traditional game, featuring one-of-a-kind technology to create a fast-paced, multi-player game experience with six different games for up to 12 guests to play simultaneously. After game play, each Oche guest group will have a recorded Flight Club Story that captures highlights from the games, videos, photos, and final leaderboard scores that will be emailed to the guests the day after their visit.

Flight Club Dallas, nestled in the vibrant Addison neighborhood, captures the playful essence of the Flight Club fairground brand with a stylish Texas twist. Embracing the city's iconic "Denim and Diamonds" culture, the space seamlessly blends western charm with upscale flair. The design pays homage to the city's most beloved landmarks—including the State Fair of Texas, the flying Pegasus, and Reunion Tower—creating a one-of-a-kind experience that fuses local pride with immersive fun.

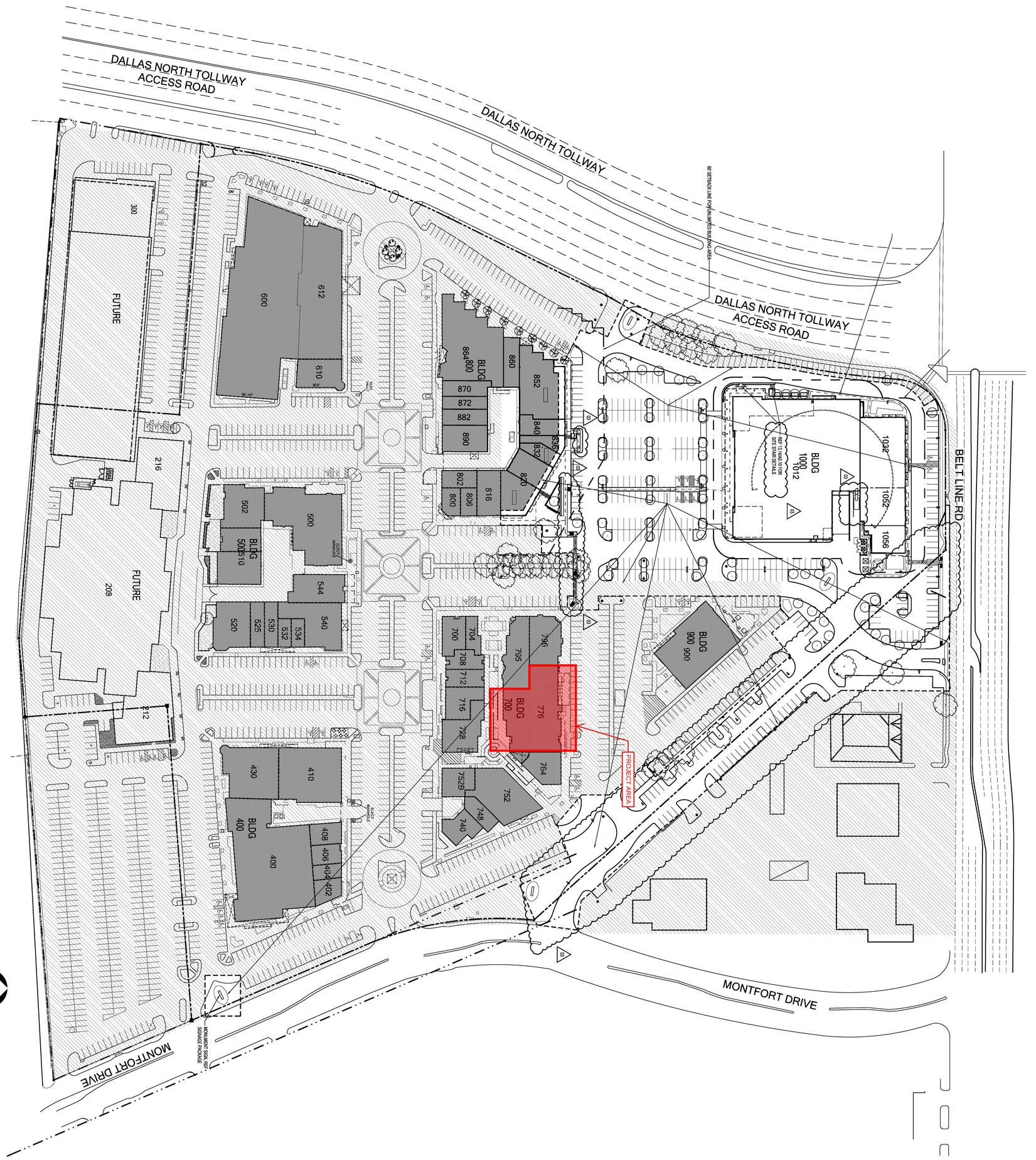
This Addison venue will be Flight Club's 13th location in the US and the 2nd location in the state of Texas. We anticipate employing around 50 team members.

Operating hours will be:

Monday to Thursday 12 - 11pm
Friday 12-12
Saturday 11am to 12
Sunday 11am to 10pm

We are honored to be part of the Addison community and look forward to building Addison's Flight Club Story.

FOR REFERENCE ONLY



SITE PLAN
SCALE: 1" = 60'-0"

01

OVERALL SITE PLAN

Project No.	1101303
Date	05.25.12
Last Revision	08.17.12

A 0.01

Drawn	MJB
Checked	MJB
Approved	JG

08.17.12

No.	Date	Item
3	08.17.12	ASI #1

REVISIONS

VILLAGE ON THE PARKWAY

5100 BELT LINE ROAD
Addison, Texas 75254

ISSUE FOR PERMIT

Good Fulton & Farrell Architects

2808 Fairmount Street
Suite 300
Dallas, Texas 75201

214.303.1500/Tel
214.303.1512/Fax
www.gff.com

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TOWN OF ADDISON SITE PLAN NOTES:

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

NOTE:

PARKING COUNTS TO REMAIN, NO NEW SPACES PROPOSED TO BE REMOVED OR ADDED.

EXISTING HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS.

LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- SCOPE OF WORK
- PROPERTY LINE
- TENANT LEASE LINE
- BUILDING ABOVE
- TREE
- BUILDING ENTRY/EXIT POINT

KEYNOTES

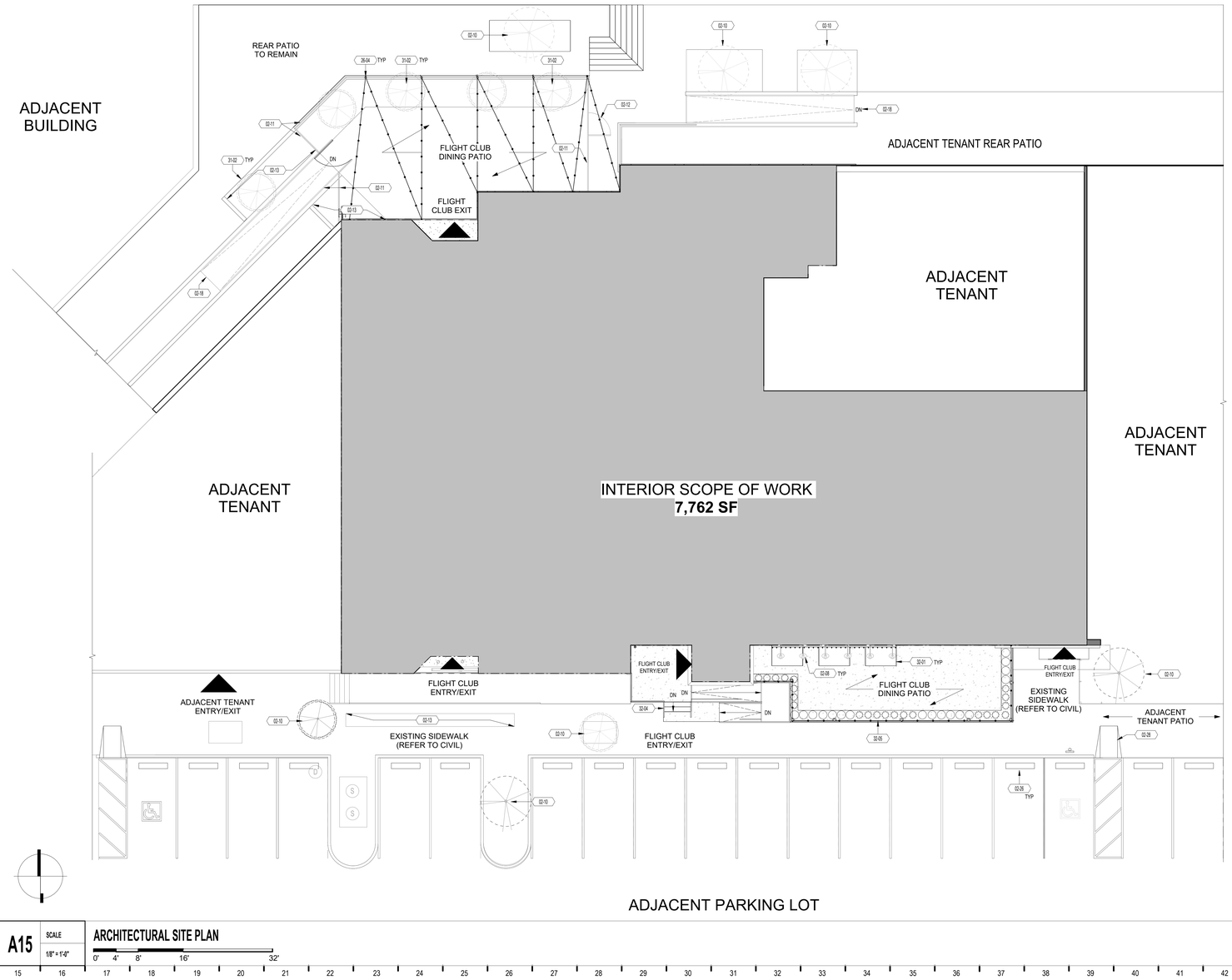
02-08	EXISTING EXTERIOR SCONCES TO REMAIN. GC TO PROTECT DURING CONSTRUCTION.
02-10	EXISTING SITE FOLIAGE TO REMAIN. REFERENCE LANDSCAPE PLANS FOR MORE INFORMATION.
02-11	EXISTING PATIO RAILING TO REMAIN. GC TO PROTECT DURING CONSTRUCTION.
02-12	EXISTING PATIO RAILING ENTRY/EXIT GATES TO REMAIN. GC TO PROTECT DURING CONSTRUCTION.
02-13	EXISTING PLANTER TO REMAIN. PROTECT DURING CONSTRUCTION.
02-18	EXISTING RAMP TO REMAIN.
02-26	EXISTING PARKING STALLS AND WHEEL STOPS. NO CHANGE TO PARKING.
02-28	EXISTING ADA CURB RAMP TO REMAIN
26-04	EXISTING EXTERIOR STRING LIGHTS AND POLES TO REMAIN. REPLACE BULBS AS NEEDED.
31-02	REPLACE EXISTING (DEAD) TREES. REFERENCE LANSCAPE PLANS FOR ADDITIONAL INFORMATION.
32-01	NEW AWNING.
32-04	NEW ENTRY STAIRS & RAMP.
32-05	NEW PROPOSED PLANTER BEDS, REFER TO CIVIL AND LANDSCAPE ARCHITECT DRAWINGS FOR ADDITIONAL INFORMATION.

GENERAL NOTES: SITE PLAN

1. COORDINATE ALL INFORMATION WITH CIVIL AND LANDSCAPE DRAWINGS.
   A. STORM DRAINAGE AND OVERFLOW DRAINAGE COORDINATED WITH CIVIL DRAWINGS TO AVOID ALL CONFLICTS WITH CUSTOMERS AND PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING.
   B. IRRIGATION AS REQUIRED.
2. SIDEWALKS
   A. ALL SIDEWALKS ARE TO HAVE CONTROL JOINTS INSTALLED AT A MINIMUM EVERY 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER.
   B. ALL JOINTS THAT MEET THE BUILDING ARE TO HAVE FILLER AND SEALANT.
   C. ALL SIDEWALKS ADJACENT TO BUILDING TO SLOPE DOWN AND AWAY FROM THE BUILDING.
   D. NO TRIP HAZARDS.
3. SLOPES
   A. SIDEWALK TO HAVE A MAXIMUM SLOPE OF 4.9% (1:20) MAX. (UNLESS NOTED AS RAMPS).
   B. SIDEWALK DESIGNATED AS RAMPS TO HAVE A MAXIMUM SLOPE OF 1:12.
   C. ALL SIDEWALKS TO HAVE MINIMUM CROSS SLOPES OF 1/8" PER FOOT, MAXIMUM OF 2%.
4. CURBS
   A. TOP OF CURB TO BE 6" ABOVE BOTTOM OF CURB UNLESS NOTED OTHERWISE.
   B. PROVIDE A DROP CURB FROM SIDEWALK/ APRON TO ALLOW ACCESS TO FRONT OF TRASH COMPACTOR ENCLOSURES. PROVIDE STRUCTURAL CONCRETE SLAB AT TRASH COMPACTOR.
5. SITE BOLLARDS - ALL BOLLARDS TO BE PAINTED TO MEET CODE VISIBILITY REQUIREMENTS AND LOCATED IN ACCORDANCE WITH CODE OR UTILITY COMPANY.
   A. G.C TO PROVIDE SITE BOLLARDS AROUND ALL UTILITY FIXTURES INCLUDING GAS METERS AND TRANSFORMERS.
   B. GC TO PROVIDE SITE BOLLARDS AROUND TRASH ENCLOSURE, DUMPSTERS, AND/ OR ANY OTHER FIXTURES OR PARTS OF THE BUILDING PRONE TO DAMAGE BY THE MOVEMENT OF VEHICLES.
6. REFER TO PLAN FOR EXTENT OF VERTICAL WATER PROOFING. THIS IS GRAPHICALLY DESIGNATED AS SUCH

NOTE:
NO FLOODPLAIN EXISTS ON THE SITE.

ADJACENT BUILDING



A15 | SCALE 1/8" = 1'-0"

ARCHITECTURAL SITE PLAN

0' 4' 8' 16' 32'

FLIGHT CLUB
5100 BELT LINE RD
SUITE 776
DALLAS, TX 75254

SUP RESUBMITTAL
1936 - SUP

1101 Second Ave, Ste 100
Seattle, WA 98101
206 962 6500
MG2.com

08/13/2025

MATTHEW L. GOELZER - WA LICENSE 10066

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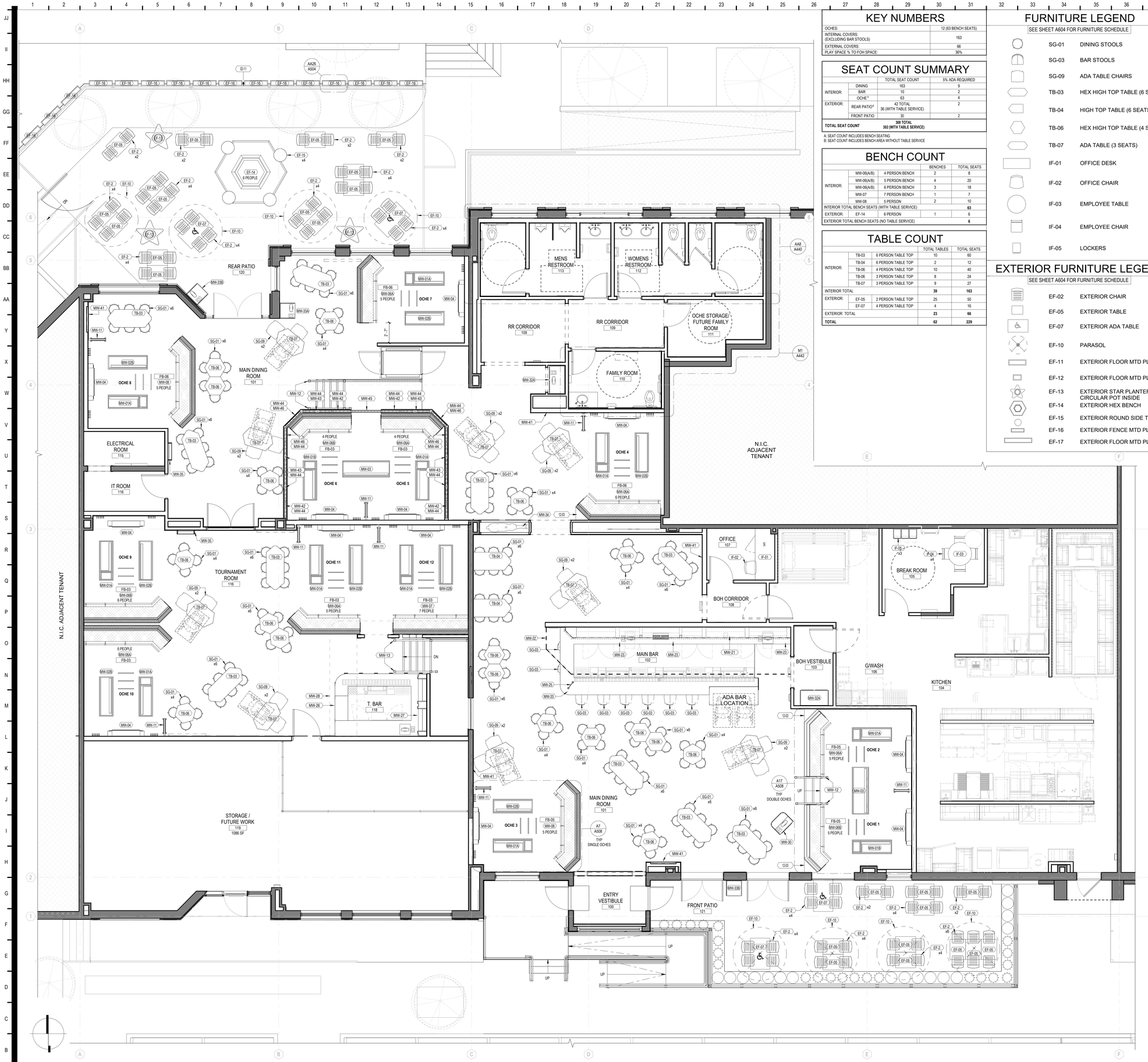
DATE	DESCRIPTION

24-5990-01A
PM: IF
DRAWN BY: ED, MB, CP, LB
08/08/2025

ARCHITECTURAL SITE PLAN

A010

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KEY NUMBERS

OCHES:	12 (63 BENCH SEATS)
INTERNAL COVERS: (EXCLUDING BAR STOOLS)	163
EXTERNAL COVERS:	66
PLAY SPACE % TO FOH SPACE:	36%

SEAT COUNT SUMMARY

		TOTAL SEAT COUNT	5% ADA REQUIRED
INTERIOR:	DINING	163	9
	BAR	10	2
	OCHE [A]	63	4
EXTERIOR:	REAR PATIO [B]	42 TOTAL 36 (WITH TABLE SERVICE)	2
	FRONT PATIO	30	2
TOTAL SEAT COUNT		**308 TOTAL 302 (WITH TABLE SERVICE)**	

A: SEAT COUNT INCLUDES BENCH SEATING
B: SEAT COUNT INCLUDES BENCH AREA WITHOUT TABLE SERVICE

BENCH COUNT

			BENCHES	TOTAL SEATS
INTERIOR:	MW-06(A/B)	4 PERSON BENCH	2	8
	MW-06(A/B)	5 PERSON BENCH	4	20
	MW-06(A/B)	6 PERSON BENCH	3	18
	MW-07	7 PERSON BENCH	1	7
	MW-08	5 PERSON	2	10
INTERIOR TOTAL BENCH SEATS (WITH TABLE SERVICE)				**63**
EXTERIOR:	EF-14	6 PERSON	1	6
EXTERIOR TOTAL BENCH SEATS (NO TABLE SERVICE)				**6**

TABLE COUNT

			TOTAL TABLES	TOTAL SEATS
INTERIOR:	TB-03	6 PERSON TABLE TOP	10	60
	TB-04	6 PERSON TABLE TOP	2	12
	TB-06	4 PERSON TABLE TOP	10	40
	TB-06	3 PERSON TABLE TOP	8	24
	TB-07	3 PERSON TABLE TOP	9	27
INTERIOR TOTAL			**39**	**163**
EXTERIOR:	EF-05	2 PERSON TABLE TOP	25	50
	EF-07	4 PERSON TABLE TOP	4	16
EXTERIOR TOTAL			**23**	**66**
TOTAL			**62**	**229**

FURNITURE LEGEND

SEE SHEET A604 FOR FURNITURE SCHEDULE

SG-01	DINING STOOLS
SG-03	BAR STOOLS
SG-09	ADA TABLE CHAIRS
TB-03	HEX HIGH TOP TABLE (6 SEATS)
TB-04	HIGH TOP TABLE (6 SEATS)
TB-06	HEX HIGH TOP TABLE (4 SEATS)
TB-07	ADA TABLE (3 SEATS)
IF-01	OFFICE DESK
IF-02	OFFICE CHAIR
IF-03	EMPLOYEE TABLE
IF-04	EMPLOYEE CHAIR
IF-05	LOCKERS

EXTERIOR FURNITURE LEGEND

SEE SHEET A604 FOR FURNITURE SCHEDULE

EF-02	EXTERIOR CHAIR
EF-05	EXTERIOR TABLE
EF-07	EXTERIOR ADA TABLE
EF-10	PARASOL
EF-11	EXTERIOR FLOOR MTD PLANTER
EF-12	EXTERIOR FLOOR MTD PLANTER
EF-13	EXTERIOR STAR PLANTER WITH CIRCULAR POT INSIDE
EF-14	EXTERIOR HEX BENCH
EF-15	EXTERIOR ROUND SIDE TABLE
EF-16	EXTERIOR FENCE MTD PLANTER
EF-17	EXTERIOR FLOOR MTD PLANTER

GENERAL NOTES

1. DO NOT SCALE THE DRAWINGS.
2. REFER TO SHEET A605 FOR RESTROOM ACCESSORIES SCHEDULE.

LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION
- AREA NOT IN CONTRACT (NIC)
- TENANT LEASE LINE
- 1 HOUR FIRE WALL (E)
- 2 HOUR FIRE WALL (E)
- ROOM NAME / 101 — ROOM NAME AND NUMBER
- 1\ — KEYNOTE / FIXTURE / MILLWORK TAG
- # — DOOR TAG
- # — WINDOW TAG
- 18' - 6" — CEILING HEIGHT TAG
- XX — MATERIAL TAG

MILLWORK LEGEND

SEE SHEET A604 FOR MILLWORK SCHEDULE

MW-01A	OCHE TABLE TYPE 1A (LEFT TABLET LOCATION)
MW-01B	OCHE TABLE TYPE 1B (RIGHT TABLET LOCATION)
MW-02A	OCHE TABLE TYPE 2A (LEFT LOCATION)
MW-02B	OCHE TABLE TYPE 2A (RIGHT LOCATION)
MW-03	OCHE TABLE TYPE 3
MW-04	OCHE SURROUND
MW-06A	BANQUETTE (LEFT ANGLED END)
MW-06B	BANQUETTE (RIGHT ANGLED END)
MW-07	BANQUETTE (STRAIGHT END)
MW-08	BANQUETTE (DOUBLE ANGLE END)
MW-09	BANQUETTE (STRAIGHT BACK TO BACK) **(NOT USED)**
MW-10	BANQUETTE SHELF **(NOT USED)**
MW-11	OCHE METAL SCREEN
MW-12	BALLUSTRADE 1
MW-13	BALLUSTRADE 2
MW-20	FRONT BAR, COUNTER & DRINK RAIL
MW-21	BACK BAR, COUNTER & LIQUOR DISPLAY CABINETRY
MW-22	BAR CANOPY
MW-23	TRASH MILLWORK 24" DEEP
MW-24	TRASH MILLWORK 15" DEEP **(NOT USED)**
MW-25	DISPENSE SCREEN
MW-26	FRONT BAR, COUNTER & DRINK RAIL, T. BAR
MW-27	BACK BAR, COUNTER & LIQUOR DISPLAY CABINETRY, T. BAR
MW-28	BAR CANOPY, T.BAR
MW-30	CHECK-IN DESK
MW-32A	WAITER STATION (DOUBLE)
MW-32B	EXTERIOR WAITER STATION (DOUBLE) **(NOT USED)**
MW-33A	WAITER STATION (SINGLE)
MW-33B	EXTERIOR WAITER STATION (SINGLE)
MW-34	HORSE
MW-35	LEADERBOARD CABINETRY
MW-36	FOOD DROP SHELF **(NOT USED)**
MW-37	PLANT SHELF **(NOT USED)**
MW-41	TV FRAME MOULDING
MW-42 MW-43 MW-44 MW-45 MW-46	TRELLIS 4 TRELLIS 5 TRELLIS BASE TRELLIS 6 TRELLIS 7

KEYNOTES

02-11	EXISTING PATIO RAILING TO REMAIN. GC TO PROTECT DURING CONSTRUCTION.
12-03	PROVIDE BLOCKING AND CUSTOM MILLWORK FILLER TO CLOSE GAP BETWEEN BUILT-IN BANQUETTE AND ADJACENT WALL. PROVIDE SMOOTH TRANSITION AND FINISH TO MATCH ADJACENT MILLWORK.

FLIGHT CLUB
5100 BELT LINE RD
SUITE 776
DALLAS, TX 75254

SUP RESUBMITTAL
1936 - SUP

1101 Second Ave, Ste 100
Seattle, WA 98101
206 962 6500
MG2.com

100% CD'S

08/25/2025

MATTHEW L. GOELZER - WA LICENSE 10066

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DATE	DESCRIPTION

24-5990-01A
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DRAWN BY: ED, MB, CP, LB
06.13.2025

FURNITURE AND MILLWORK PLAN

A120

A1 SCALE 1/4" = 1'-0"

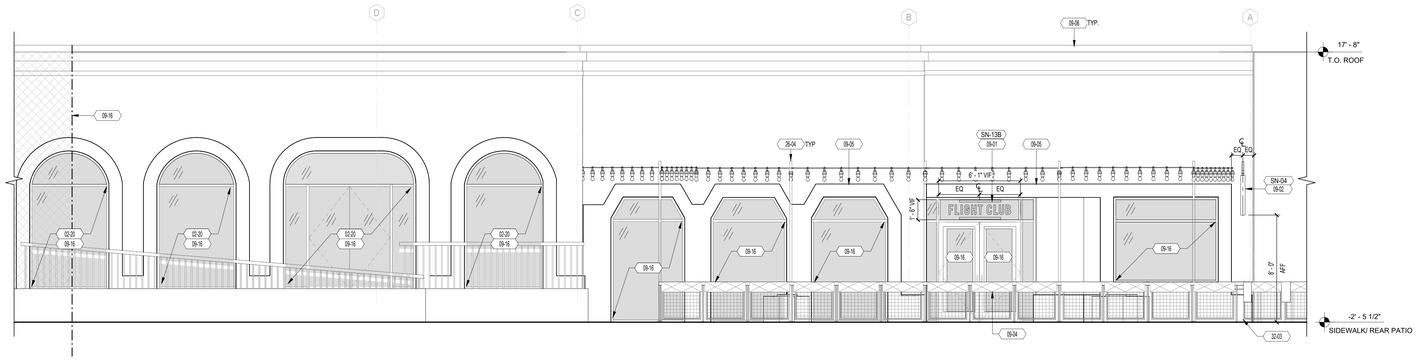
FIXTURE AND MILLWORK PLAN

0' 2' 4' 8' 16'

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REAR RENDERED ELEVATION FOR REFERENCE ONLY


D
C
B
A
09-06 TYP.
17' - 8"
T.O. ROOF
09-16
02-20
09-16
30-04 TYP
09-05
SN-13B
09-01
09-05
EQ
EQ
6" - 1" VIF
EQ
EQ
7' - 8 3/8"
FLIGHT CLUB
SN-04
09-02
09-16
09-16
09-16

LEGAL DISCRIPTION

LOT 1R CALLED 31.608 ACRES VILLAGE ON THE PARKWAY SUBDIVISION ALEN BLEDSOE SURVEY ABSTRACT NO. 157 NO. 201300302815 P.R.D.C.T.

BENCHMARKS

CONTROL PT. NO. 1 (MAGNAIL)
NORTHING: 7,033,604.91 (GRID)
EASTING: 2,483,902.26 (GRID)
ELEVATION:616.293

TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

!!!CAUTION!!!

THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCTBANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT 1-800-DIG-TESS A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.

DISCLAIMER:

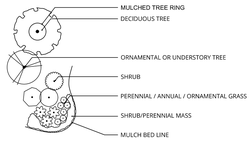
THE PROPERTY BOUNDARY, EXISTING IMPROVEMENTS AND EXISTING TOPOGRAPHY SHOWN ON THESE PLANS ARE BASED OF PLANS BY OTHERS PROVIDED TO KFW ENGINEERS & SURVEYING BY THE CLIENT. THE ACCURACY OF THE PROPERTY BOUNDARY, EXISTING IMPROVEMENTS AND EXISTING TOPOGRAPHY HAS NOT BEEN VERIFIED BY KFW ENGINEERS & SURVEYING. NO WARRANTIES TO ITS ACCURACY ARE EXPRESSED OR IMPLIED. THE CONTRACTOR SHALL VERIFY THE EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE CLIENT AND ENGINEER OF ANY DISCREPANCIES IMMEDIATELY AND PRIOR TO CONSTRUCTION.

LANDSCAPE REQUIREMENTS	
EX. PLANTING AREA	391 SF
REMOVED PLANTING AREA	61 SF
PROPOSED PLANTING AREA	63 SF
TOTAL PLANTING AREA	**393 SF**
SEE CIVIL FOR DEMO PLANS	

TREE MITIGATION		
REMOVED TREE	**SIZE**	**QTY**
EX. HOLLY TREE	MULTI.	1
EX. CREPE MYRTLE	MULTI.	3
PROPOSED TREES		
TX. MOUNTAIN LAUREL	MULTI.	4

ALL PROPOSED PLANTERS WILL NEED TO BE PERMANENTLY IRRIGATED IRRIGATION PLANS WILL BE PROVIDED DURING CIVIL PLAN REVIEW, PLANS MUST BE SIGNED AND SEALED BY LICENSED IRRIGATOR

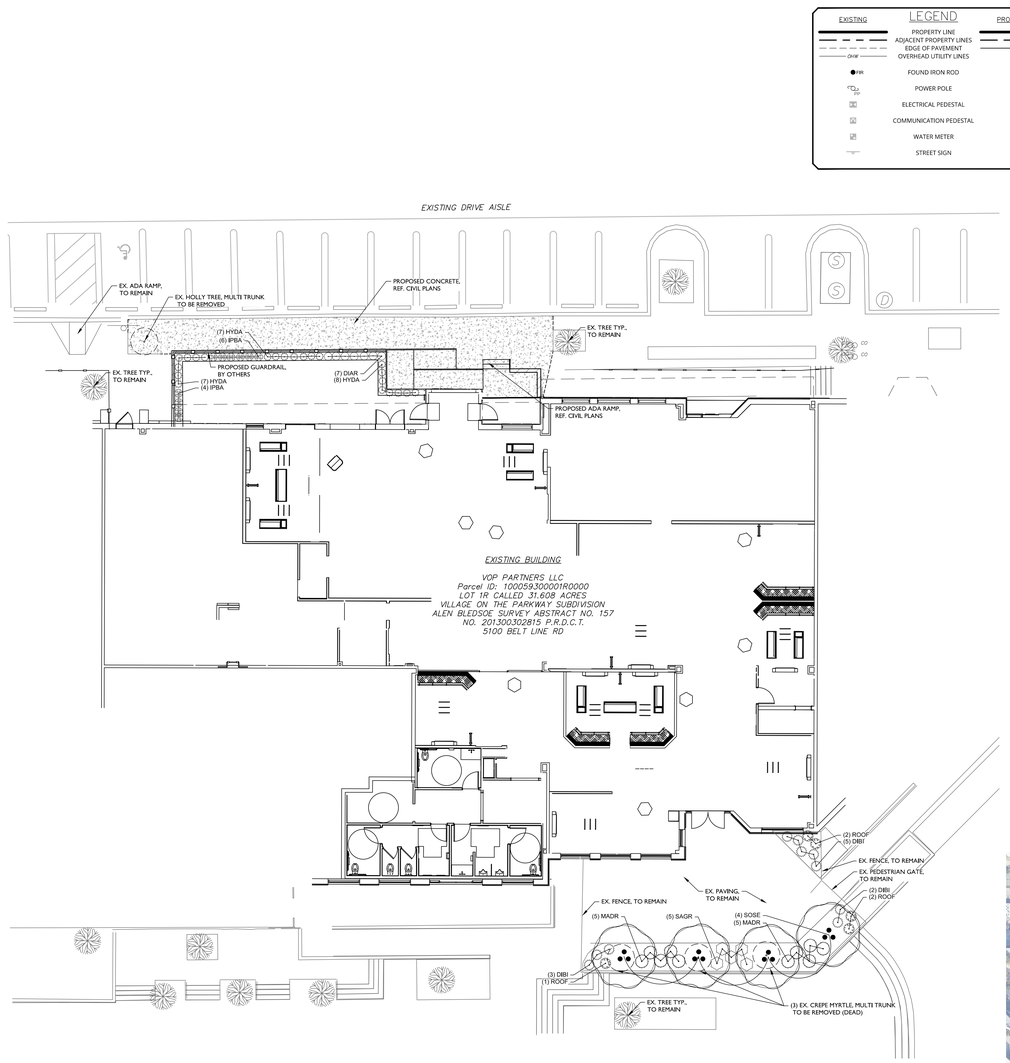
LANDSCAPE LEGEND

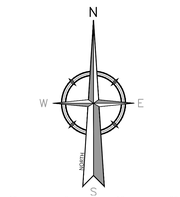


NOTES:
1. LANDSCAPE SYMBOLS ON THE PLAN VARY AND MAY DEVIATE FROM THE LANDSCAPE LEGEND SYMBOLS SHOWN ABOVE.

LANDSCAPE PLAN NOTES

1. REFER TO SHEET **L1.0** FOR GENERAL PLANTING NOTES AND LANDSCAPE DETAILS.
2. REFER TO SHEET **L1.0** FOR PLANT SCHEDULES.
3. PLANT LOCATIONS INDICATED ON THE LANDSCAPE PLAN ARE APPROXIMATE; ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO SITE CONDITIONS.
4. THE LANDSCAPE PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT MATERIAL DISCREPANCIES OCCUR.
5. LAWN AREAS SHALL BE STABILIZED WITH SEED UNLESS OTHERWISE INDICATED ON THE PLAN. REFER TO THE LAWN SEED MIX NOTES ON THE LANDSCAPE DETAILS SHEET AND THE SOIL EROSION AND SEDIMENT CONTROL PLAN FOR APPROVED SEED MIXTURES.
6. SOD SHALL BE A BLEND OF TURFGRASS SPECIES SUITABLE TO THE PROJECT LOCATION AND LOCALLY AVAILABLE.
7. ALL SHADE TREES PLANTED ADJACENT TO PEDESTRIAN WALKWAYS, VEHICLE ACCESSES, OR WITHIN A SIGHT TRIANGLE OR SIGHT EASEMENT SHALL BE BRANCHED A MINIMUM OF 7'-00" ABOVE GRADE AND/OR APPROPRIATELY PRUNED TO BE 7'-00" ABOVE GRADE. ALL SHRUBS WITHIN A SIGHT TRIANGLE OR SIGHT EASEMENT SHALL NOT EXCEED 30" ABOVE THE ELEVATION OF THE ADJACENT CURB AND ARE TO BE APPROPRIATELY PRUNED.







KEYMAP
N.T.S.

PROJECT #: 1936-SUP

5100 Belt Line Rd Dallas, Tx

1101 Second Avenue, Ste 100
Seattle, WA 98101

206 962 6500
MG2.com

IMPROVEMENT PLANS
FOR
STATE OF PLAY FLIGHT CLUB - DALLAS

Digitally signed by Chris Gammons
Date: 2025.08.14 10:12:14 -04'00'

Christopher Robert Gammons
TEXAS REGISTERED LANDSCAPE ARCHITECT
LICENSE NUMBER: 3958
COLLIERS ENGINEERING & DESIGN, INC.

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DATE	DESCRIPTION
[redacted]	

25005543A
PM: Chris Gammons
DRAWN BY: Josh Berry
08-14-2025

Planting Plan

L1.1

2025 City Council Regular Meeting **5. c.**

Meeting Date: 10/14/2025
Department: Development Services
Key Focus Areas: Public Safety

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 022-25, for a 13.78± acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park, to allow for the construction of 30 fee-simple townhome dwelling units. Case 1940-Z/AMLI Treehouse, Phase 1 Amendment.

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of an amendment to Planned Development District (PD) Ordinance No. O22-25 to amend the permitted use and development standards and development plans to allow for the construction of 30 fee-simple townhome dwelling units, as presented.

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: Al Cioffi, 14867 Town Lake Circle
Against: none

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the request.

Attachments

1940-Z Presentation

1940-Z Ordinance
1940-Z Staff Report
1940-Z Letter of Intent
1940-Z Plans
1940-Z Development Standards (Clean)
1942-Z Development Standards (Redline)
Ordinance 022-25 - AMLI Treehouse, Phase 1 (Original)
1940-Z Public Input

AMLI Treehouse, Phase I & II PD Amendment (1940-Z/1942-Z)

October 14, 2025

Lesley Nyp, Director of
Development & Neighborhood Services

Case 1940-Z/1942-Z AMLI Treehouse

LOCATION:

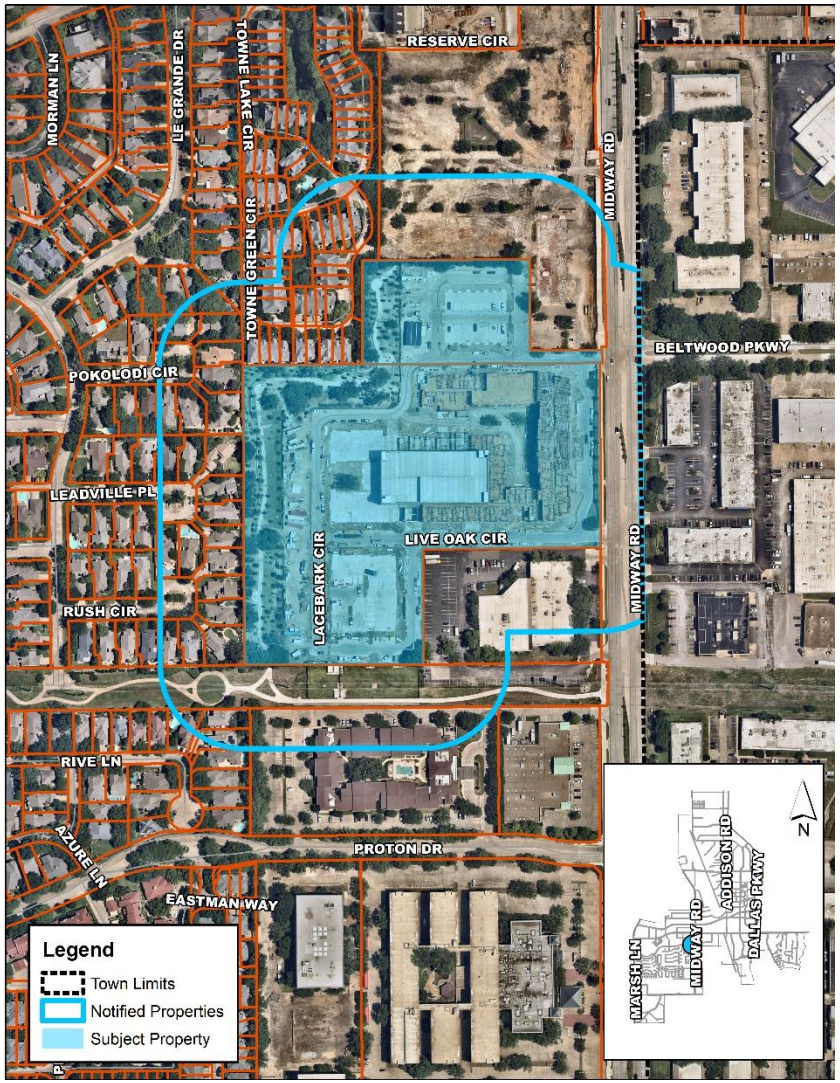
13.78± acres on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park.

REQUEST:

Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed PD Amendment and associated development plans.



Case 1940-Z/1942-Z AMLI Treehouse

LOCATION:

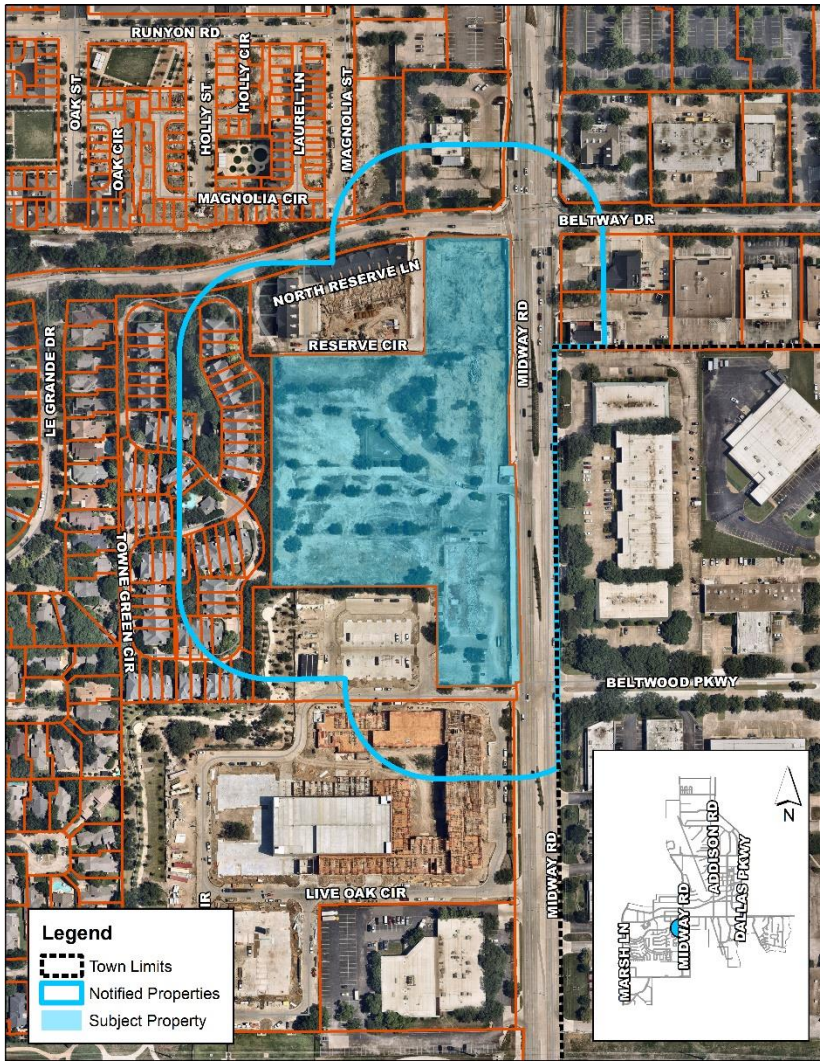
8.02± acres generally located at the southwest corner of Midway Road and Beltway Drive

REQUEST:

Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed PD Amendment and associated development plans.



Case 1940-Z/1942-Z AMLI Treehouse

CADENCE HOMES



Linkside – Las Colinas



Case 1940-Z/1942-Z AMLI Treehouse





SITE HISTORY – PHASE I:

1930s – 5,700 SF homestead established on site; once owned but never occupied by Audie Murphy. Home to Dovie's restaurant for many years, but was vacant for over a decade.

1978 – 11.39 acre site rezoned to PD to facilitate construction of Office in the Park, which is comprised of 6 two-story buildings encompassing over 180K SF of office space.

1979 – 2.39 acre site that was once the McCutchin family homestead, was rezoned to PD. A 14K SF restaurant / event center was constructed at this location and was home to various businesses as time passed. Site was vacant for several years.

2022 – AMLI Residential rezones property to a new PD zoning district to facilitate the development of a mixed residential development (AMLI Treehouse, Phase I).

Case 1940-Z/1942-Z AMLI Treehouse



SITE HISTORY – PHASE II:

1979 – Rezoned from Commercial & Local Retail to PD, Ord. No. 477.

1983 – PD amendment via Ord. No. 083-039

1980s/1990s – Existing center developed in phases – including one- and two-story retail buildings.

2024 – AMLI Residential rezones property to a new PD zoning district to facilitate the development of a mixed residential development (AMLI Treehouse, Phase II)

Case 1940-Z/1942-Z AMLI Treehouse



Phase I Site Plan

DEVELOPMENT PLAN:

- Multi-phase development on 13.78 acres
  - 4 and 5 story wrap multifamily building with 367 multifamily dwelling units, 4 live/work units, and 7,000 SF of ground floor retail/office/co-working /restaurant space
  - 3 story multifamily building with 34 units
  - **30, 3 story fee simple townhomes**
  - 14, 3 story rental townhomes

- 3 acres of public parkland dedicated to the Town following installation of trail, landscape, pedestrian amenities, dog park seating area, and public art

- Additional 1.93 acres of private landscape area, to include 3 exterior courtyards (~ 0.4 acres)

- Wrapped Parking garage with 563 off-street parking spaces, and 773 parking spaces provided in total

Case 1940-Z/1942-Z AMLI Treehouse



Phase II Site Plan

DEVELOPMENT PLAN:

- Multi-phase development on 8.02 Acres
  - 4-story stacked flats multifamily structures with 166 multifamily dwelling units across 3 buildings
  - 12,500 SF retail/restaurant space
  - **26, 3-story fee simple townhomes**
  - 16, 3-story rental townhomes

- 0.7 acres of public parkland dedicated to the Town following installation of trail, landscape, pedestrian amenities, and public art

- Additional 1.27 acres of private landscape area, to include linear park (east-west connection)

- 384 parking spaces provided (surface (covered & uncovered) and garages)

Case 1940-Z/1942-Z AMLI Treehouse

PERMITTED USE AMENDMENT:

- Restaurant to be allowed per Unified Development Code (UDC)
  - *i.e. Late-Night Hours*
- Applies to Phase I and Phase II use standards.

J. Restaurant (as defined within the Unified Development Code).~~(Special Use Permit (SUP) required).~~

Case 1940-Z/1942-Z AMLI Treehouse

FEE-SIMPLE TOWNHOMES:

- **5-PLEX STRUCTURES**
  - Buildings 3, 4, 19, & 20
- **6-PLEX STRUCTURES**
  - Buildings 5 & 6
- **8-PLEX STRUCTURES**
  - Buildings 7, 17, & 18

FLOOR PLAN MIX:

- Floor Plan 1: 30 Units
  - 2,200 Square Feet
- Floor Plan 2: 26 Units
  - 2,100 Square Feet
    - **Variation of floor plan is related to variation of architectural features*

- **Total: 56 Fee-Simple Townhome Units**



Case 1940-Z/1942-Z AMLI Treehouse

DEVELOPMENT STANDARD AMENDMENTS:

- 12.G: Minimum Floor Area Per Dwelling Unit
- 12.H: Outdoor Living Areas
- 16.A: Fencing

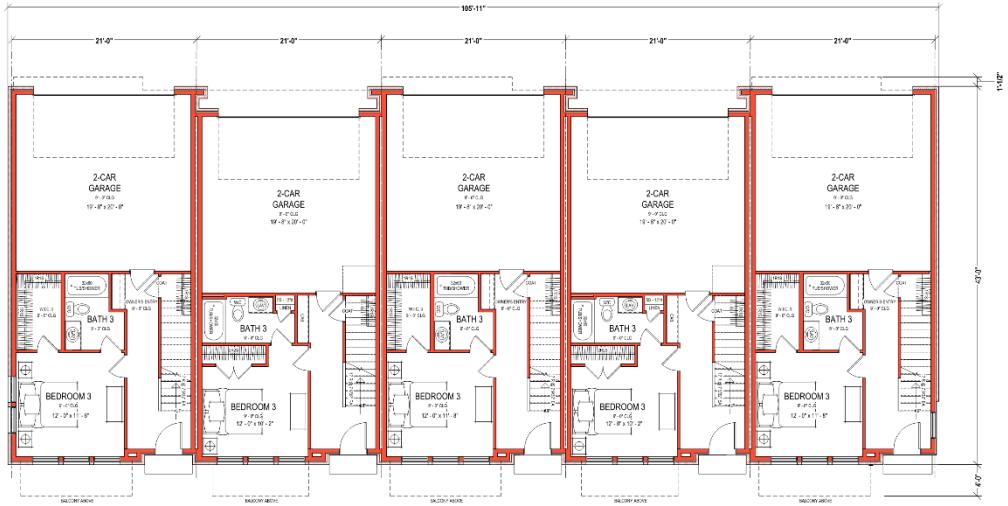
G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

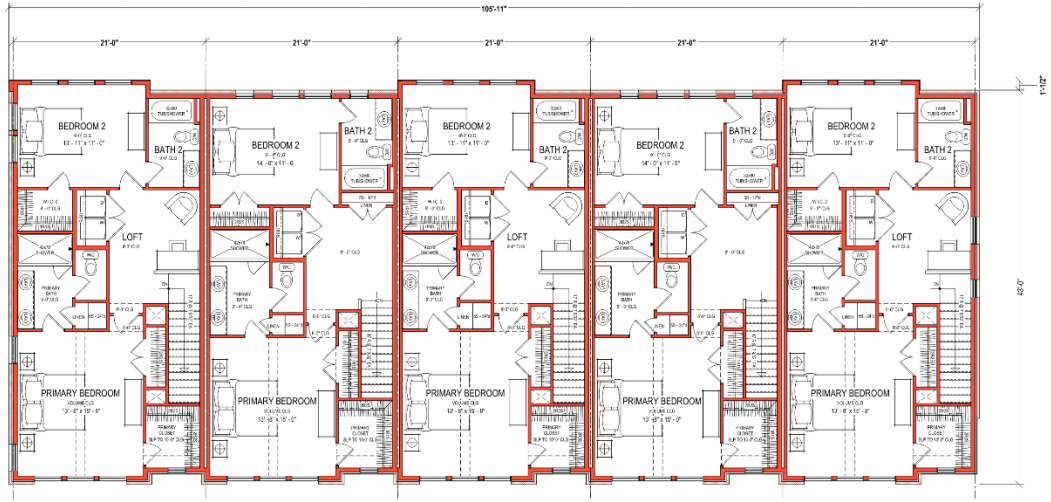
H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible for Buildings 19 and 20, as depicted on the Development Plans.

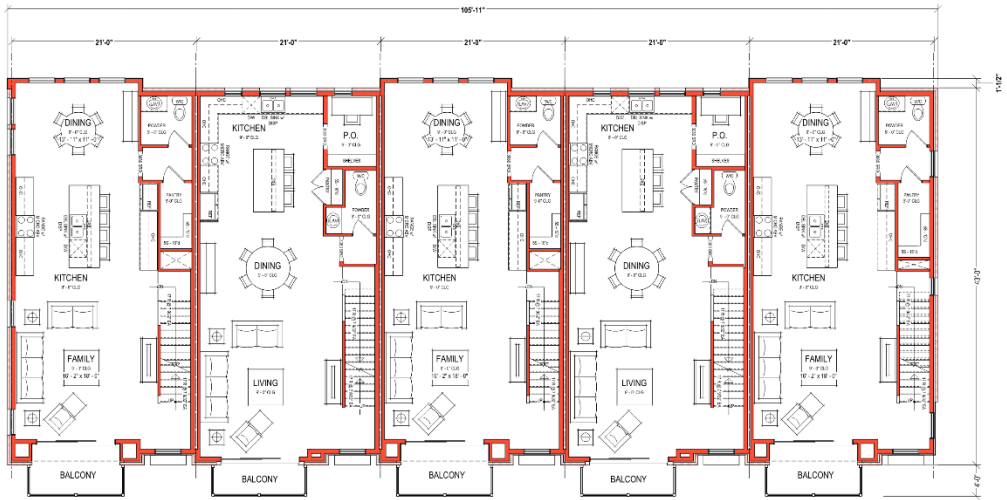
16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of ~~ornamental~~ durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

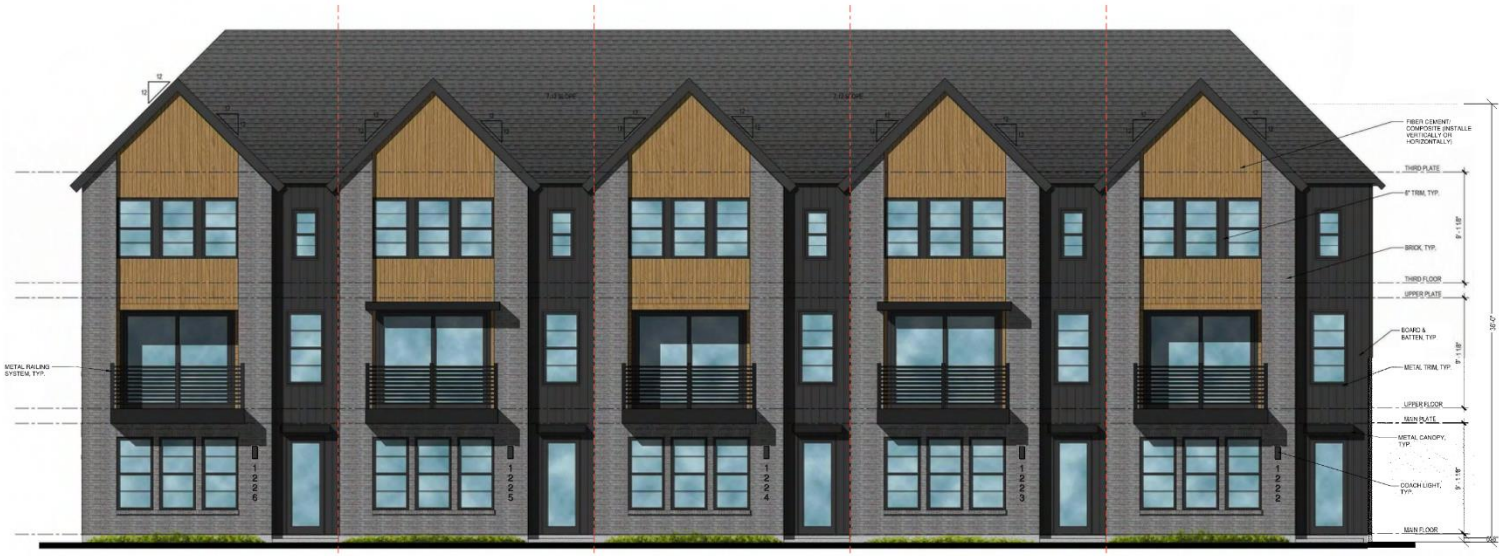
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Case 1940-Z/1942-Z AMLI Treehouse



TOWNHOME BUILDING DESIGN:

- 3 story (approx. 43’ height) max height)

- Primary materials include brick, cedar-style fiber cement siding, board and batten. Masonry percentage is 50-88% per façade.

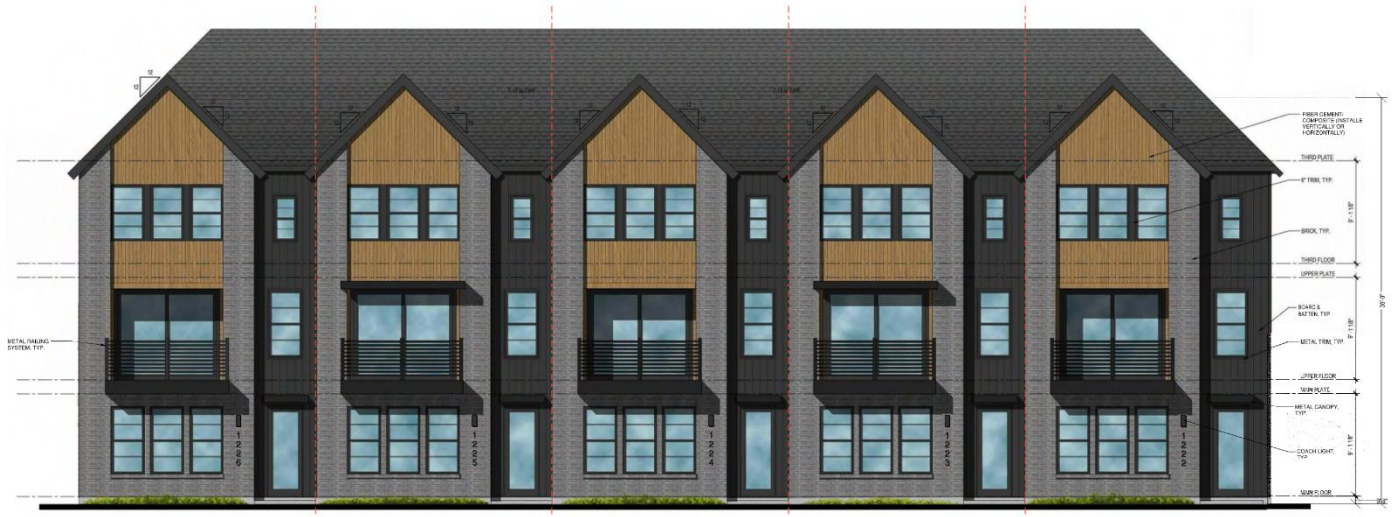
- Ground floor access from trail and outdoor patio, where feasible.

- Projecting balconies provided on second floor.

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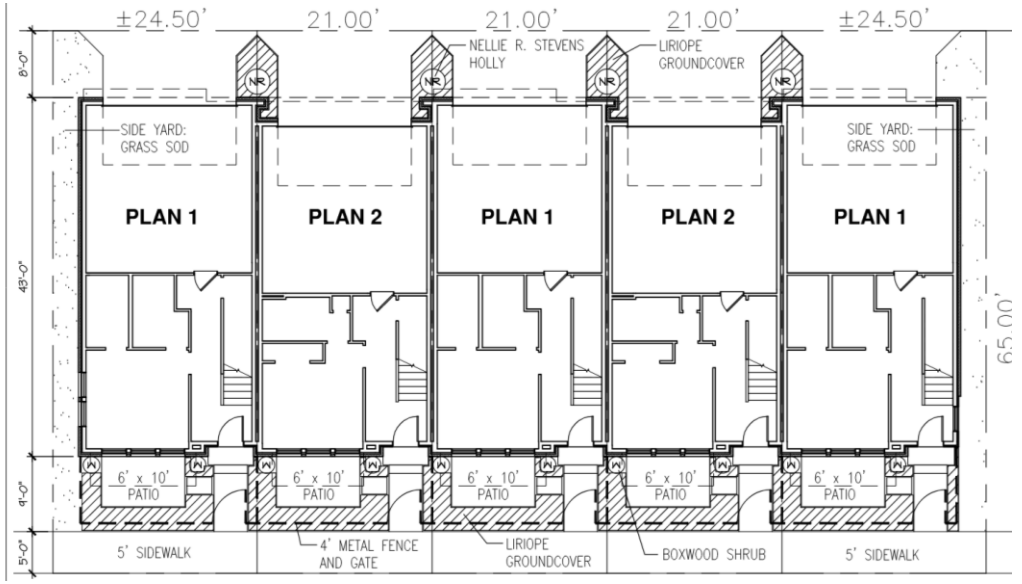


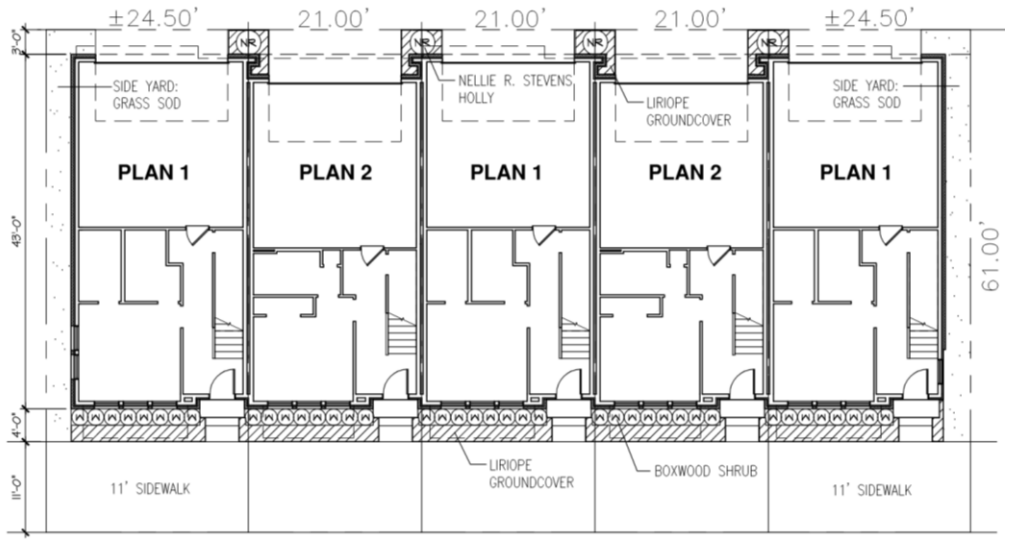






Case 1940-Z/1942-Z AMLI Treehouse





TOWNHOME LANDSCAPING:

- Each townhome will provide a private outdoor space.

- Landscape material will be provided at the front and rear of each townhome unit.

Case 1940-Z/1942-Z AMLI Treehouse



PARKING:

- No modifications are proposed to the parking.
- Each townhome unit will include two parking spaces within an enclosed garage + 0.5 visitor parking spaces per unit (on-street).

LANDSCAPE/OPEN SPACE:

- No modifications are proposed to the landscape or open space for the Planned Development, including the future public park/trail areas.
- The primary developer, AMLI Residential, is responsible for executing the improvements for the multifamily, parks, and open spaces.

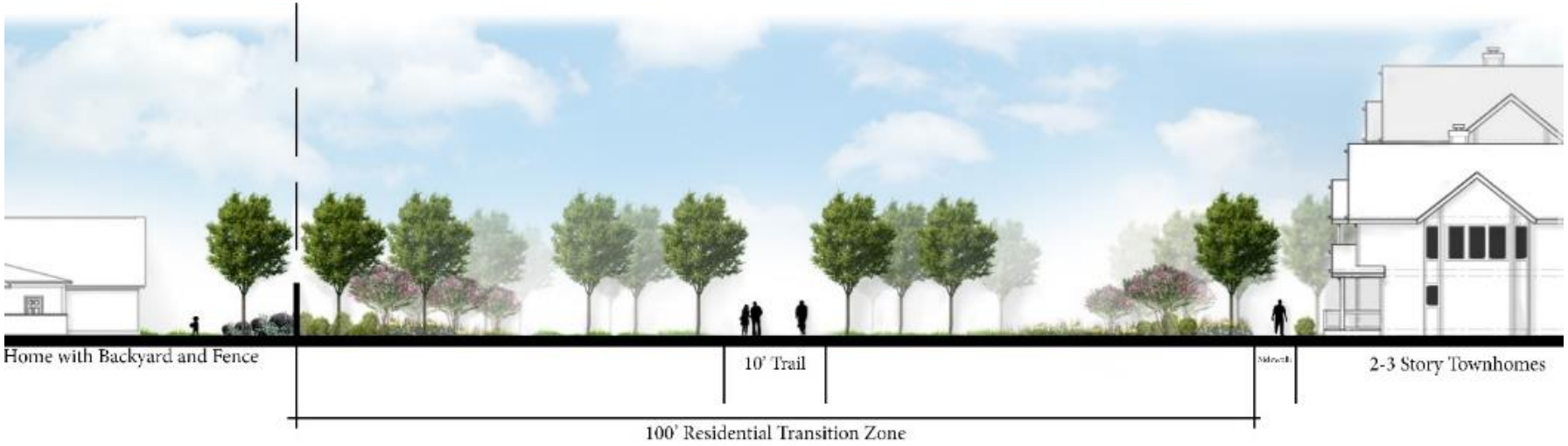
Case 1940-Z/1942-Z AMLI Treehouse

COMMUNITY OUTREACH –

- Approximately 30 residents attended the applicant's neighborhood meeting on **May 15, 2025**.

- The proposed amendment was received positively.

- No proposed modifications were mentioned by adjacent residents.



Case 1940-Z AMLI Treehouse

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 68 + DISD

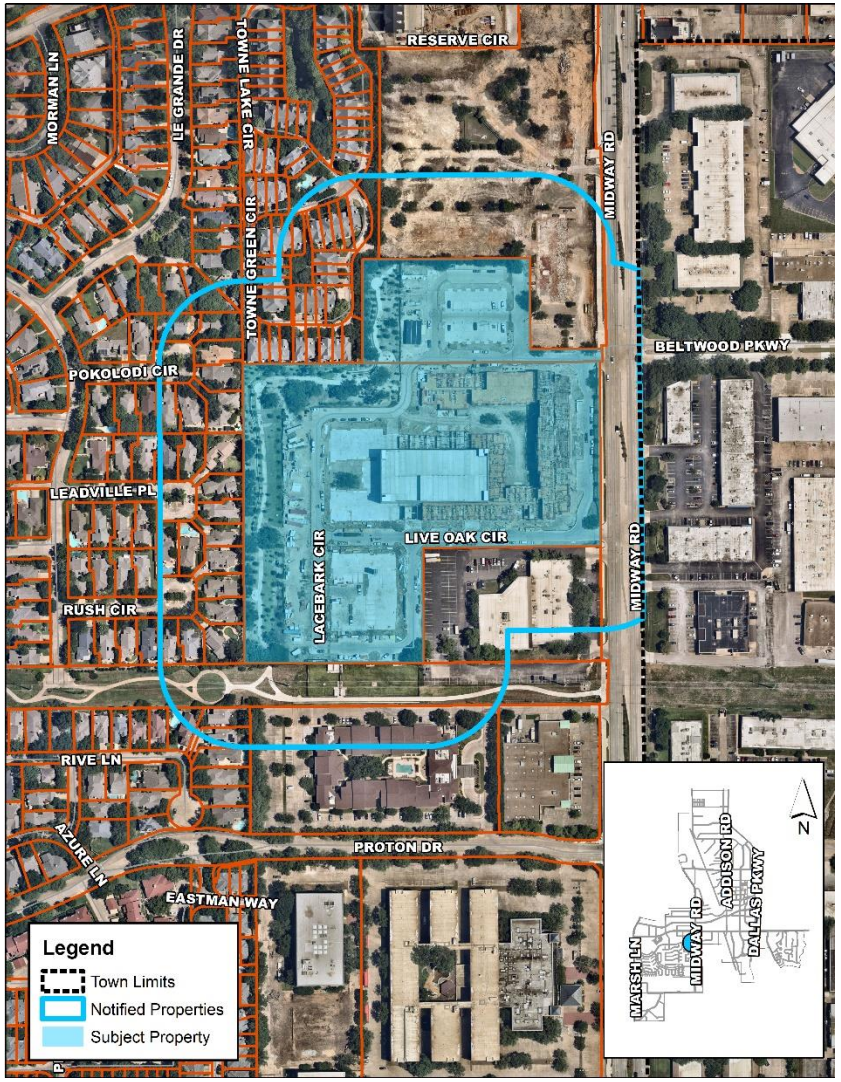
FOR: 0.
AGAINST: 0.
NEUTRAL: 1.

ADDITIONAL FEEDBACK RECEIVED:

- None

PLANNING & ZONING COMMISSION ACTION:

- Approval 7-0



Case 1942-Z AMLI Treehouse

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 44 + DISD

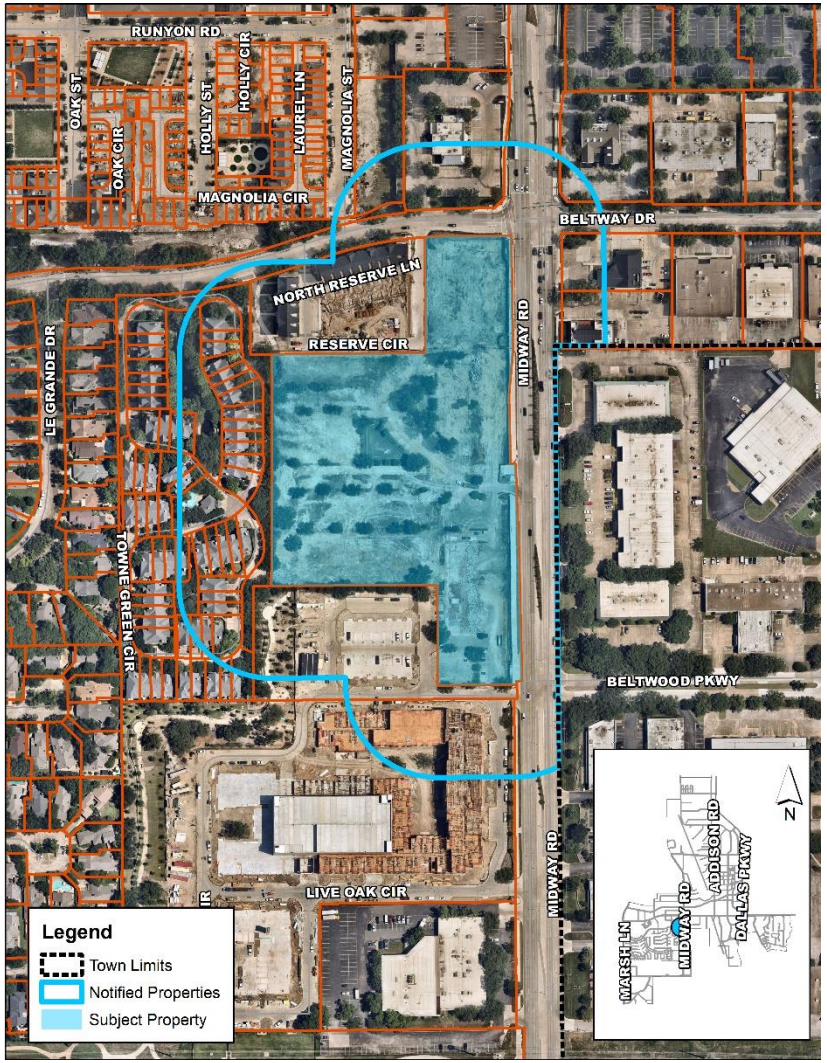
FOR: 0.
AGAINST: 0.
NEUTRAL: 0.

ADDITIONAL FEEDBACK RECEIVED:

- None

PLANNING & ZONING COMMISSION ACTION:

- Approval 7-0



Case 1940-Z AMLI Treehouse

RECOMMENDATION:

Staff recommends **approval** of the request for a Planned Development Amendment for AMLI Treehouse, Phase 1.

Case 1942-Z AMLI Treehouse

RECOMMENDATION:

Staff recommends **approval** of the request for a Planned Development Amendment for AMLI Treehouse, Phase 2, *as recommended by the Planning & Zoning Commission*.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AND RESTATING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE NO. 022-25 FOR A 13.78+/- ACRE PROPERTY LOCATED ON THE WEST SIDE OF MIDWAY ROAD, APPROXIMATELY 1,000 FEET SOUTH OF BELTWAY DRIVE AND IMMEDIATELY NORTH OF THE REDDING TRAIL DOG PARK, PROVIDING FOR ADOPTION OF AMENDED PERMITTED USE AND DEVELOPMENT STANDARDS AND DEVELOPMENT PLANS TO ALLOW FOR THE DEVELOPMENT OF 405 MULTIFAMILY DWELLING UNITS WITH PERMITTED GROUND FLOOR RETAIL, RESTAURANT, OFFICE, CO-WORKING, AND LIVE/WORK USES, 30 TOWNHOME FEE SIMPLE LOTS, 14 TOWNHOME RENTAL DWELLING UNITS, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS, THROUGH THE APPROVAL OF DEVELOPMENT PLANS AND STANDARDS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on September 16, 2025 the Planning & Zoning Commission considered and made recommendations on Case No.1940-Z, being a request to amend and restate Planned Development (PD) District Ordinance 022-25 ("PD 022-25") for a 13.78+/- acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park (the "Property") to allow for amended Permitted Use and Development Standards and Development Plans; and

WHEREAS, on August 8, 2022, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance 022-25 ("PD 022-25") for a 13.78+/- acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park; and

WHEREAS, the City Council desires to amend and restate PD 022-25, in its entirety, to allow modified permitted use and development standards and development plans (Case No. 1940-Z); and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended so as to amend and restate PD 022-25, in its entirety, and to provide for modified permitted use and development standards and development plans for the Property, which is described and depicted in **Exhibit A** attached hereto, subject to the following conditions:

A. Prior to the issuance of a Certificate of Occupancy for any phase of this development, that specific phase must demonstrate compliance with the Permitted Uses and Development Standards (the "Development Standards"), which are attached hereto as **Exhibit B** and made a part hereof for all purposes. and all public and private infrastructure and site amenities shall be installed in accordance with the Development Plans, which is comprised of a site plan, landscape plan, façade. and floor plans (the "Development Plans"), which are attached hereto as **Exhibit C** and made a part hereof for all purposes.

B. The development shall comply with the terms and conditions outlined in the Master Development Agreement (MDA) between the Town and the Developer, which is based on and supersedes a previously approved Memorandum of Understanding (MOU). Final execution of the MDA, in substantially the same form as approved by the Town Council, shall be a condition precedent to the issuance of any building permit for the development.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14TH*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEING a tract of land out of the Thomas L. Chenoweth Survey, Abstract No. 273 and being part of the Office in the Park Addition, recorded in Volume 78118, Page 1 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and part of Lot 1R, Block 1 of the Texas Tumbleweed Addition (a Replat), recorded in Volume 96123, Page 2809 (D.R.D.C.T.), and also being part of a tract of land as described in a Special Warranty Deed with Vendor's Lien to 14671 – 14683 Midway Road, LP recorded in Instrument No. 201200038996 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and part of a tract of land as described in a General Warranty Deed to Habibollah Elahinejad, recorded in Instrument No. 20070094093 (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows;

BEGINNING at a found 5/8-inch iron rod with yellow cap stamped "TNP" (cap damaged) (controlling monument) at the northwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000052358 (O.P.R.D.C.T.) and the southwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000091189 (O.P.R.D.C.T.), same point being on the west right-of-way line of Midway Road (a variable width right-of-way) and the eastmost south line of said Office in the Park Addition and the north line of Tract Two of Littlebrook No. 1 Addition, recorded in Volume 77093, Page 2372 (D.R.D.C.T.), from which a found 5/8-inch iron rod with yellow cap stamped "TNP" (controlling monument), bears South 00 degrees 37 minutes 57 seconds East, a distance of 274.43 feet for the southwest corner of said Town of Addison tract (Instrument No. 202000052358);

THENCE South 89 degrees 09 minutes 27 seconds West (Plat = South 89 degrees 26 minutes 54 seconds West), along the eastmost south line of said Office in the Park Addition and the north line of said Tract Two, a distance of 417.97 feet to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Tract Two and at a re-entrant corner of said Office in the Park Addition;

THENCE South 00 degrees 33 minutes 27 seconds East (Plat = South 00 degrees 16 minutes 00 second East), along the west line of said Tract Two and the southmost east line of said Office in the Park Addition, passing at a distance of 269.63 feet a found 1/2-inch iron rod with yellow cap stamped "RLG INC", in all, a total distance of 275.00 feet (Plat = 275.00 feet) to a found 1/2-inch iron rod (controlling monument) for the southwest corner of said Tract Two and the southmost southeast corner of said Office in the Park Addition, same point being on the north line of a tract of land as described in a Deed to the Dallas Power and Light Company (100-foot right-of-way), recorded in Volume 4598, Page 130 (D.R.D.C.T.);

THENCE South 89 degrees 11 minutes 56 seconds West (Plat = South 89 degrees 26 minutes 54 seconds West), along the westmost south line of said Office in the Park Addition and the north line of said Dallas Power and Light Company tract, a distance of 433.74 feet (Plat = 429.72 feet) to a found 1/2-inch iron rod (controlling monument) for the southwest corner of said Office in the Park Addition and the southeast corner of Lot 54, Block F of Midway Meadows Addition, recorded in Volume 80068, Page 2077 (D.R.D.C.T.)

THENCE Departing the north line of said Dallas Power and Light Company tract, North 00 degrees 11 minutes 21 seconds West (Plat = North 00 degrees 08 minutes 39 seconds West), along the west line of said Office in the Park Addition, the east line of said Midway Meadows Addition and the east line of Revised Midway Meadows Addition (Replat of Part of Lot 19 and Lots 20 through 31, Block F), recorded in Volume 80127, Page 1612 (D.R.D.C.T.), passing at a distance of 5.21 feet a 1/2-inch iron rod with yellow cap stamped "RLG INC", in all, a total distance of 714.89 feet (Plat = 715.17 feet) to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Office in the Park Addition and at an angle point on the east line of said Revised Midway Meadows Addition, same point being the southwest corner of Lot 55 of Towne Lake Addition, recorded in Volume 97003, Page 1033 (D.R.D.C.T.);

THENCE Departing the east line of said Revised Midway Meadows Addition, North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 55 minutes 31 seconds East), along the north line of said Office in the Park Addition and the south line of said Towne Lake Addition, passing at a distance of 39.67 feet the common south corner of said Lot 55 and Lot 56 of said Towne Lake Addition, from which a found 1/2-inch iron rod with yellow cap (cap illegible) bears North 00 degrees 12 minutes 58 seconds East, a distance of 0.54 feet, thenceforth continuing along the north line of said Office in the Park Addition and the south line of said Towne Lake Addition, passing at a distance of 118.67 feet a 1/2-inch iron rod with yellow cap stamped "PACHECO KOCH" for the common south corner of Lots 58 and 59 of said Towne Lake Addition, in all, a total distance of 276.38 feet to the southeast corner of Lot 63 of said Towne Lake Addition and the southwest corner of aforementioned Lot 1R, Block 1 of The Texas Tumbleweed Addition, from which a 5/8-inch iron rod with yellow cap stamped "D C & A RPLS 3935" bears South 89 degrees 47 minutes 02 seconds West, a distance of 0.44 feet;

THENCE Departing the north line of said Office in the Park Addition, North 00 degrees 14 minutes 14 seconds East (Plat = North 00 degrees 57 minutes 31 seconds East), along the west line of said Lot 1R, Block 1 and the east line of said Towne Lake Addition, a distance of 248.57 feet (Plat = 247.37 feet) to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Lot 1R, Block 1 and at a re-entrant corner on the east line of said Towne Lake Addition;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the east line of said Town Lake Addition, passing at a distance of 50.14 feet a found mag nail in concrete for an angle point on the east line of said Towne Lake Addition, continuing along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of Midway Square Addition, recorded in Volume 93252, Page 3095 (D.R.D.C.T.), a distance of 397.62 feet (Plat = 397.62 feet) to an ell corner on said north line of Lot 1R, Block 1 and at a re-entrant corner on the said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found mag nail bears South 25 degrees 45 minutes 10 seconds East, a distance of 0.59 feet;

THENCE South 00 degrees 12 minutes 58 seconds East (Plat = South 00 degrees 31 minutes 35 seconds West), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 218.56 feet (Plat = 217.36 feet) to a re-entrant corner on said north line of Lot 1R, Block 1 and at an ell corner on said south line of Lot 1, Block 1 of

said Midway Square Addition, from which a found "X" cut in concrete bears North 32 degrees 29 minutes 26 seconds East, a distance of 1.05 feet;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 168.39 feet (Plat = 169.02 feet) to a re-entrant corner on said north line of Lot 1R, Block 1 and an ell corner on said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found 1/2-inch iron rod with red cap stamped "KERN INC 4887" bears South 29 degrees 42 minutes 47 seconds East, a distance of 0.98 feet and a found 1/2-inch iron rod bears North 09 degrees 23 minutes 40 seconds East, a distance of 0.62 feet;

THENCE North 00 degrees 12 minutes 58 seconds West (Plat = North 00 degrees 31 minutes 35 seconds East), along the along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 8.17 feet (Plat = 8.17 feet) to an ell corner on said north line of Lot 1R, Block 1 and a re-entrant corner on said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found 1/2-inch iron rod with yellow cap stamped "RPLS 4857" bears North 06 degrees 39 minutes 36 seconds East, a distance of 0.59 feet;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, passing at a distance of 1.06 feet a found 1/2-inch iron rod with red cap (cap illegible & damaged), in all, a total distance of 1.92 feet to a found 1/2-inch iron rod with blue cap stamped "TNP INC ESMT" for the northwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000040012 (O.P.R.D.C.T.) and being on the west right-of-way line of aforementioned Midway Road, from which a found 1/2-inch iron rod bears North 62 degrees 38 minutes 05 seconds East, a distance of 0.10 feet and a found 1/2-inch iron rod with blue cap stamped "TNP INC ESMT" bears North 89 degrees 47 minutes 02 seconds East, a distance of 11.19 feet for the northeast corner of said Town of Addison tract;

THENCE Departing the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, South 00 degrees 37 minutes 57 seconds East, along the west line of said Town of Addison tract and the west right-of-way line of said Midway Road, passing at a distance of 38.17 feet a found "X" on a gas meter being situated on the south line of said Lot 1R, Block 1 and the north line of aforementioned Office in the Park Addition, with said point also being at the southwest corner of said Town of Addison tract and the northwest corner of aforementioned Town of Addison tract (Instrument No. 202000091189), thenceforth continuing along the west line of said Town of Addison tract (Instrument No. 202000091189) and the west right-of-way line of said Midway Road, in all, a total distance of 469.08 feet to the **POINT OF BEGINNING**, and **CONTAINING** 13.61 Acres or 592,620 Square Feet of land more or less.

EXHIBIT A

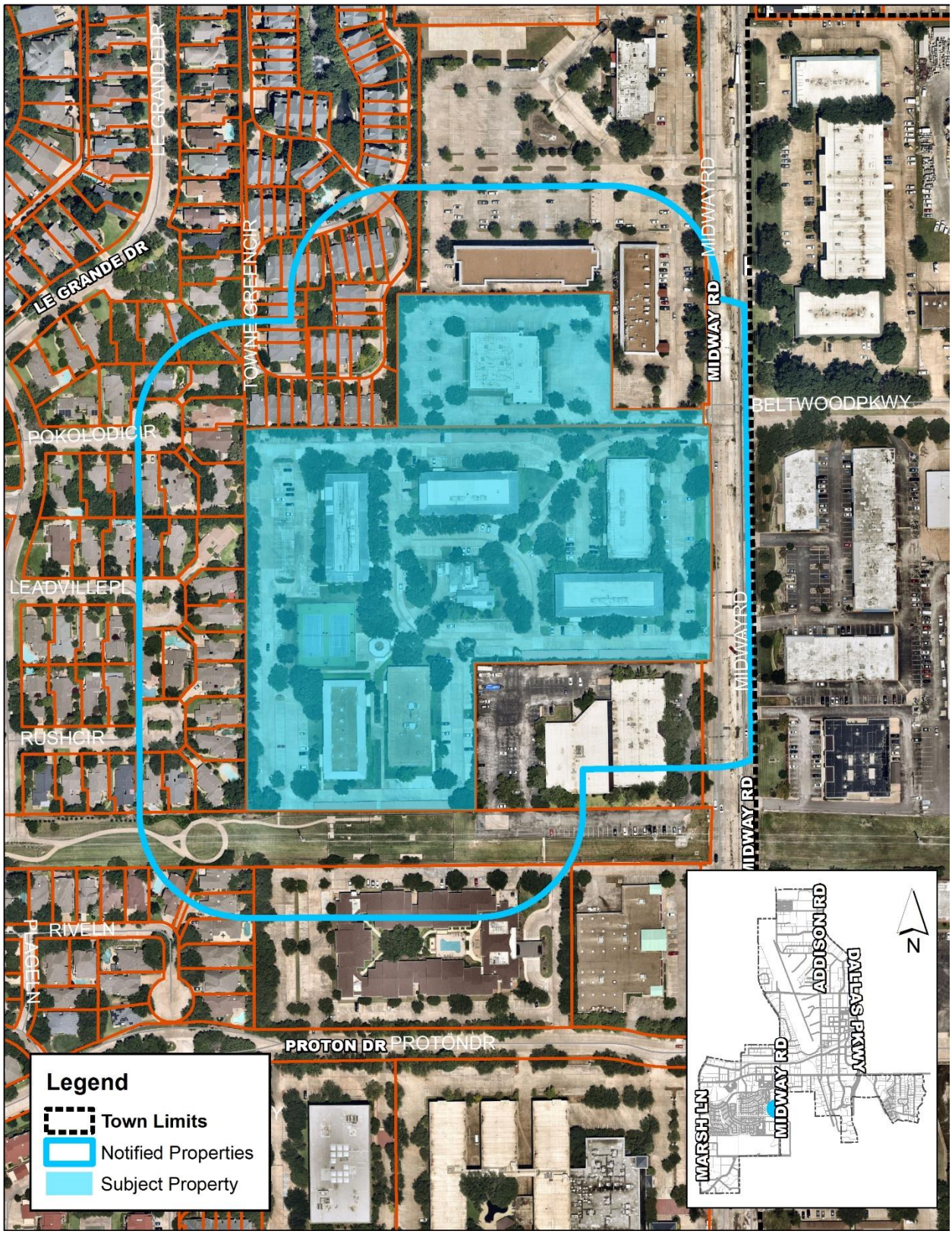

LE GRANDE DR
TOWNE GREEN CIR
MIDWAY RD
BELTWOOD PKWY
POKOLODI CIR
LEADVILLE PL
RUSH CIR
RIVE LN
PROTON DR
Legend
Town Limits
Notified Properties
Subject Property
ADDISON RD
DALLAS PKWY
MARSH LN
N

EXHIBIT A

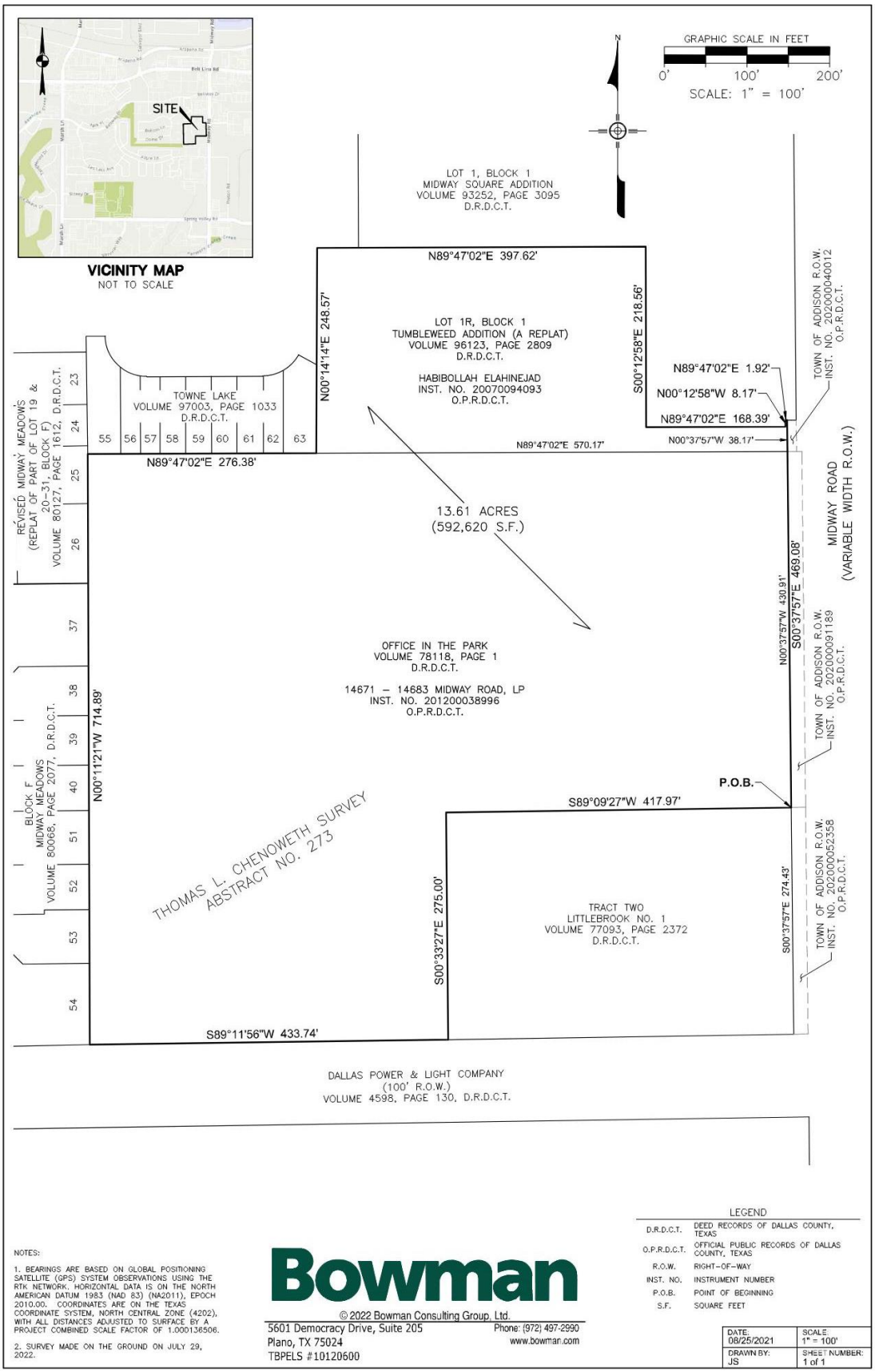

SITE
VICINITY MAP
NOT TO SCALE
N
GRAPHIC SCALE IN FEET
0' 100' 200'
SCALE: 1" = 100'
LOT 1, BLOCK 1
MIDWAY SQUARE ADDITION
VOLUME 93252, PAGE 3095
D.R.D.C.T.
N89°47'02"E 397.62'
N00°14'14"E 248.57'
LOT 1R, BLOCK 1
TUMBLEWEED ADDITION (A REPLAT)
VOLUME 96123, PAGE 2809
D.R.D.C.T.
HABIBOLLAH ELAHINEJAD
INST. NO. 20070094093
O.P.R.D.C.T.
S00°12'58"E 218.56'
N89°47'02"E 1.92'
N00°12'58"W 8.17'
N89°47'02"E 168.39'
N00°37'57"W 38.17'
TOWN OF ADDISON R.O.W.
INST. NO. 202000040012
O.P.R.D.C.T.
TOWNE LAKE
VOLUME 97003, PAGE 1033
D.R.D.C.T.
55 56 57 58 59 60 61 62 63
N89°47'02"E 570.17'
N89°47'02"E 276.38'
REVISED MIDWAY MEADOWS
(REPLAT OF PART OF LOT 19 & 20-31, BLOCK F)
VOLUME 80127, PAGE 1612, D.R.D.C.T.
23 24 25 26
13.61 ACRES
(592,620 S.F.)
MIDWAY ROAD
(VARIABLE WIDTH R.O.W.)
OFFICE IN THE PARK
VOLUME 78118, PAGE 1
D.R.D.C.T.
14671 – 14683 MIDWAY ROAD, LP
INST. NO. 201200038996
O.P.R.D.C.T.
N00°37'57"W 430.91'
S00°37'57"E 469.08'
TOWN OF ADDISON R.O.W.
INST. NO. 202000091189
O.P.R.D.C.T.
BLOCK F
MIDWAY MEADOWS
VOLUME 80068, PAGE 2077, D.R.D.C.T.
37 38 39 40 51 52 53 54
N00°11'21"W 714.89'
P.O.B.
S89°09'27"W 417.97'
THOMAS L. CHENOWETH SURVEY
ABSTRACT NO. 273
S00°33'27"E 275.00'
TRACT TWO
LITTLEBROOK NO. 1
VOLUME 77093, PAGE 2372
D.R.D.C.T.
S00°37'57"E 274.43'
TOWN OF ADDISON R.O.W.
INST. NO. 202000052358
O.P.R.D.C.T.
S89°11'56"W 433.74'
DALLAS POWER & LIGHT COMPANY
(100' R.O.W.)
VOLUME 4598, PAGE 130, D.R.D.C.T.
LEGEND
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
R.O.W. RIGHT-OF-WAY
INST. NO. INSTRUMENT NUMBER
P.O.B. POINT OF BEGINNING
S.F. SQUARE FEET
NOTES:
1. BEARINGS ARE BASED ON GLOBAL POSITIONING SATELLITE (GPS) SYSTEM OBSERVATIONS USING THE RTK NETWORK. HORIZONTAL DATA IS ON THE NORTH AMERICAN DATUM 1983 (NAD 83) (NA2011), EPOCH 2010.00. COORDINATES ARE ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), WITH ALL DISTANCES ADJUSTED TO SURFACE BY A PROJECT COMBINED SCALE FACTOR OF 1.000136506.
2. SURVEY MADE ON THE GROUND ON JULY 29, 2022.
Bowman
© 2022 Bowman Consulting Group, Ltd.
5601 Democracy Drive, Suite 205
Plano, TX 75024
TBPELS #10120600
Phone: (972) 497-2990
www.bowman.com
DATE: 08/25/2021
SCALE: 1" = 100'
DRAWN BY: JS
SHEET NUMBER: 1 of 1

EXHIBIT B

PHASE I PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence Detached.

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Live/Work.

      i. The commercial use is limited to professional services such as accountants, architects, artisans, attorneys, computer and multimedia related professionals, consultants, engineers, hair stylists, insurance, real estate, athletic trainers, travel agents, one-on-one instructors, and similar occupations as may be approved by the Zoning Administrator provided that the use does not detract from, or pose a nuisance to, the adjacent uses.

      ii. Both the residential and commercial components of the Live/Work unit must be occupied by the same tenant.

   G. Office.

   H. Co-Working.

   I. Retail – as defined in the Residential Subdistrict Use Regulations for the Urban Center (UC) Zoning District.

   J. Restaurant (as defined within the Unified Development Code).

   K. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 419 dwelling units (405 stacked flat dwelling units and 14 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association**: A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 35 percent of the gross site area, as

depicted in **Exhibit C**.

6. **Landscape Area (Overall Site)**:

   A. Minimum Landscape Area: 35 percent of the gross site area, as depicted in **Exhibit C**.

      Minimum Tree Plantings: New canopy tree plantings shall be a minimum of 4 caliper inches in diameter. Tree planting may be achieved in public open space, private open space, or common areas, and/or private yards.

      Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least 8 caliper inches in diameter, a replacement tree, of at least 6 caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch for inch basis.

      Alternative replacement and transplanted trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

   B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

   C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhoods to the west and north, shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. **Public Open Space**:

   A. Minimum Public Open Space: 3 acres, as depicted in **Exhibit C**.

   B. Redding Trail Extension: A 10 foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C**.

   C. Redding Trail Dog Park Extension: The Redding Trail Dog Park shall be extended and amenitized, as depicted in **Exhibit C**. Additional expansion of the dog park may be executed at the Town's option in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

   D. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptables, pedestrian lighting, and public art.

E. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental groundcover, and zoysia grass turf, or acceptable alternative.

F. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Future Street Connectivity: Street connectivity to adjacent properties to the north and south is not accommodated with the initial buildout of this development. As new development occurs, connections to perimeter streets within this development may occur, where approved or required by the Town. In order to promote compatible connections that limit cut through traffic, consideration of any new connection shall comply with the adopted long-range planning policy for this area.

C. Typical Street Section: Dimensional standards and typical components of the streets within this district are provided below. This list is all inclusive, however; some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C.**

i. Travel Lanes: Two, 12-foot travel lanes.

ii. Curb Parking Lanes: 8 feet, on each side of the street.

iii. Planting Strip: 5 feet, on each side of the street.

iv. Street Trees: One tree every 40 linear feet. Variation may be permitted by the Town where alternative designs can positively contribute to the overall aesthetics of the site.

v. Street Lighting: Uniformly spaced street lamps, achieving a minimum lighting of 2 footcandles along the streetscape. Plans shall be provided for Town review prior to commencement of construction.

vi. Sidewalk: 6 feet, on each side of the street.

9. Pavement Treatments: Enhanced pavement treatments will be provided at the retail frontage and at key pedestrian features throughout the development. This will be achieved through the use of pavers, as well as unique concrete treatments such as painting, staining, and patterned sawcuts.

10. Multifamily (Stacked Flat – Wrap Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 500 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 700 feet.

F. Minimum Building Setbacks:

i. Front Yard: 60 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 16 feet from the front of curb.

iii. Rear Yard: 16 feet from the front of curb.

iv. Existing Neighborhoods: 150 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height: This building transitions from 5 stories to 4 stories as depicted in **Exhibit C**. Maximum permitted heights at the building limits are:

i. Eastern Facade: 5 stories, 65 feet from top of foundation.

ii. Western Facade: 4 stories, 50 feet from top of foundation.

iii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of the east façade, and 35 percent of all other facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 80 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

J. Minimum Ground Floor Commercial Floor Area: 7,000 square feet comprising two, 3,500 square foot tenant spaces.

K. Minimum Ground Floor Commercial Floor Height: 13 feet floor to floor.

L. Required Ground Floor Commercial Activation:

i. Minimum Sidewalk Clear Area: 15 feet.

ii. Storefront Treatment: Storefronts will provide increased glazing to achieve a minimum of 50 percent glazing, as depicted in **Exhibit C.**

iii. Furnishings: One tenant space must be improved to accommodate a restaurant or café, providing a grease trap and appropriate building ventilation features. Permanent outdoor seating must be providing at the exterior of each commercial tenant space.

11. Multifamily (Stacked Flat – 3-Story Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 350 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 275 feet.

F. Minimum Building Setbacks:

i. Front Yard: 50 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 70 feet from the southern property boundary and 11 feet from the front of curb.

iii. Rear Yard: 15 feet from the front of curb.

iv. Existing Neighborhoods: 200 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height:

i. All Facades: 3 stories, 40 feet from top of foundation.

ii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of all facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 5 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 90 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area

of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

12. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:

i. Front Yard: 16 feet from the front of curb.

ii. Side Yard:
1. End Cap Dwelling Units: 16 feet from the front of curb.
2. All other units: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

i. Overhangs and balconies: 5 feet.

ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,900 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 5 feet.

13. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:

i. Front Yard: 6 feet from the back of sidewalk.

ii. Side Yard:

1. 3 feet and 20 feet separation between adjacent buildings.

2. All other lots: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

iii. Overhangs and Balconies: 5 feet.

iv. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Required Ground Floor Residential Activation: Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from the sidewalk or trail, that are a minimum depth of 5 feet.

14. Parking:

A. Minimum Off-Street Parking Requirements:

i. Multifamily (Stacked Flat and Live/Work): 1 space per bedroom.

ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iii. Townhome: 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iv. Office/Co-Working: 1 space per 300 square feet of floor area.

v. Retail: 1 space per 200 square feet of floor area.

vi. Restaurant: 1 space per 100 square feet of floor area.

B. Visitor Parking: All on-street parking spaces, exclusive of 31 reserved townhome visitor parking spaces and 10 reserved dog park parking spaces, shall be reserved for retail, visitor, and periodic convenience parking for multifamily residents. Use as long-term and overnight parking for tenants shall be prohibited and regulated by the property owner.

25 ground level parking spaces within the parking structure shall have unrestricted access for dog park, retail, and visitor parking use.

C. Bicycle Parking: 1 space for every 10 required off-street parking spaces, with at least

50 percent of provided spaces being accommodated within the interior of a structure.

D. Parking Structure Design: With the exception of the structure access points, the parking structure shall be fully wrapped and screened by the building.

E. Parking Structure Access: A minimum of two vehicle access points shall be provided and should be situated at opposite sides of the parking structure.

15. **Façade:** Building facades shall generally comply with the Development Plans depicted in Exhibit C and with the terms and conditions of the MOU and any subsequently executed development agreement.

16. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground mounted HVAC units, provided that said units are screened from view with hardscape or landscape features.

17. **Solid Waste and Recycling:** Solid Waste and recycling services shall be provided for this development. Dumpsters and compactors should be considered in the design of buildings and shall not be permitted as freestanding features within the site.

18. **Fencing:**

A. Perimeter Fence Adjacent to Existing Neighborhoods: Where existing neighborhood perimeter fence improvements are made as part of this project, maximum fence height shall be 8 feet, excluding any required retaining wall and up to a 6 inch gap at the base of the fence to allow for proper drainage conditions is permitted. Private gated access to the public open space from these properties is permitted.

B. Private Yard Fencing: Private yard fencing shall substantially comply with the conceptual site plan. Fencing shall not exceed 4 feet in height and shall be no more than 50 percent opaque and shall be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

19. **Sustainability:**

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging: A minimum of 30 electric vehicle charging stations will be provided for the project.

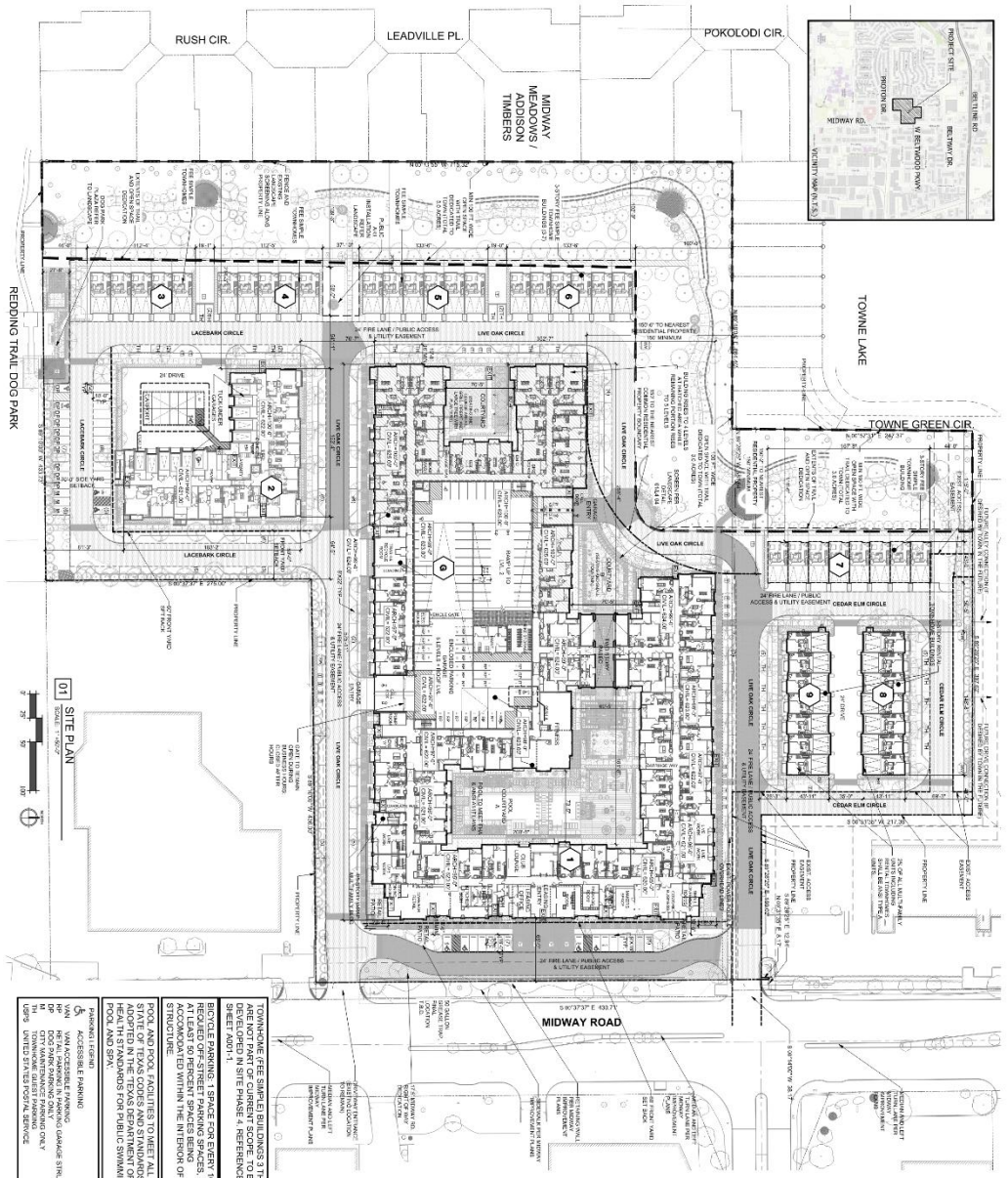
C. Public Art: Public art shall be provided in coordination with the Addison Arbor Foundation and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

20. **Unit Features:**

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

EXHIBIT C
DEVELOPMENT PLANS



SITE DENSITY	
GROSS SITE AREA	13.78 ACRES
SITE AREA (MIDWAY DEDICATION)	13.59 ACRES
SITE AREA	13.0 UNITS/ACRE
TOTAL UNITS	449 UNITS
PROPOSED DENSITY	
ZONING	
PD ORDINANCE NO. 001-51 (LOCAL RETAIL, GENERAL OFFICE, CLUB/LODGE, RESTAURANT USES; MAX. HEIGHT 2 STORIES OR 35 FEET; MAX. DENSITY 15 DWELLING UNITS/ACRE; OFFICE, RESTAURANT, & MULTIFAMILY UNITS PERMITTED ONLY WITHIN PD; MAX. HEIGHTS VARY PER PD DOCUMENT	
OPEN SPACE	
TOTAL OPEN SPACE DEDICATED TO TOWN (21.5% OF TOTAL SITE)	3.0 ACRES
LANDSCAPE AREA SUMMARY	
TOTAL SITE AREA	13.59 ACRES
TOTAL LANDSCAPED AREA	4.63 ACRES
PERCENTAGE PROPOSED LANDSCAPE	33%
PERCENTAGE EXISTING LANDSCAPE	22%

RESIDENTIAL		
BLDG 1 (1BR/2 1/2 STORIES		
1 BED 1 BATH:	231	
LOFT / WORK:	14	
SUBTOTAL:	369	
BLDG 2 (TUCK UNDER) 3 STORIES		
1 BED 1 BATH:	30	
2 BED 2 BATH: (B)	11	
SUBTOTAL:	36	
BLDG 3 (TUCK UNDER) 3 STORIES		
1 BED 1 BATH: (A)	261 (69.9%)	
2 BED 2 BATH: (C)	128 (33.2%)	
3 BED 2 BATH: (D)	11 (2.9%)	
LOFT / WORK:	14 (3.8%)	
TOWNHOMES (TH):	14 (3.1%)	
TOTAL:	419 (100%)	
AVERAGE UNIT NET AREA:	1,020 SQ. FT.	
TOWNHOMES TYP. SIMPLEX (BLDG. #1-7): 3 STORIES		
TOWNHOMES TYP. SIMPLEX (BLDG. #8-9): 3 STORIES		
2,215 NET SQ. FT.	14	

PARKING REQUIRED	
MULTIFAMILY DETACHED FLAT AND LIVE/WORK/ 1 SPACE PER BEDROOM (369 ENCLOSED SPACES REQ'D)	369 SPACES
TOWNHOMES (TH): 1 SPACE PER BEDROOM (50 ENCLOSED SPACES REQ'D)	50 SPACES
2.5/1,000 SF FOR FIRST 10,000 SF OF LEASING OFFICE; 5/1,000 SF FOR REMAINDER OF LEASING OFFICE; 5/1,000 SF FOR CLUBHOUSE AREA; 20/1,000 SF FOR RESTAURANT AREA	26 SPACES (ENCLOSED) 03 SURFACE SPACES PER 1,000 SF 07 SPACES (ENCLOSED) 03 SURFACE PARKING SPACES
1 SPACE PER 1,000 SF FOR RETAIL	15 SPACES
3/1,000 SF FOR FLOOR AREA OVER 1ST FLOOR OF FLOOR AREA	31 SPACES
CARWASH RETAIL: 1 SPACE PER EMPLOYEE	2 SPACES
TOTAL	723 SPACES
BIKE SPACES REQUIRED: 1 PER RESIDENT / 10 VEHICLE SPACES = 73 BIKE SPACES REQUIRED	
PARKING PROVIDED	
PARKING GARAGE - RESIDENT	503 SPACES
PARKING GARAGE - RETAIL	15 SPACES
TUCK UNDER GARAGE BLDG 2	11 SPACES
SURFACE PARKING - HEAD IN	46 SPACES
SURFACE PARKING - DOG PARK	07 SPACES
SURFACE PARKING - CITY MAINTENANCE	28 SPACES
TOWNHOME (TH) GARAGES BLDG 3-7	15 SPACES
TOWNHOME (TH) DRIVEWAYS BLDG 8-9	28 SPACES
PRIVATE GARAGES	07 SPACES
SURFACE PARKING - HEAD IN	53 SPACES
SURFACE PARKING - PARALLEL	38 SPACES
SURFACE PARKING - TOWNHOMES	03 SPACES
SURFACE PARKING - CITY MAINTENANCE	03 SPACES
TOTAL	776 SPACES

TS BIKE STORAGE ENCLOSED SPACES IN BLDG. 1

A MIN. 10 S.F. CHANGING STATION WILL BE PROVIDED EACH GARAGE: TUCK-UNDER, SURFACE, & EV / PARKING. A MIN. of 5% OF EACH WILL BE LOCATED IN THE GARAGE

PARKING LEGEND

	ACCESSIBLE PARKING
VAN	VAN ACCESSIBLE PARKING
RP	RETAIL PARKING IN PARKING GARAGE STRUCTURE
DP	DOG PARK PARKING
MP	CITY MAINTENANCE PARKING ONLY
TH	TOWNHOME GUEST PARKING
USPS	UNITED STATES POSTAL SERVICE

POOL AND POOL FACILITIES TO MEET ALL STATE OF TEXAS CODES AND STANDARDS AS ADOPTED IN THE "TEXAS DEPARTMENT OF HEALTH" REGULATIONS FOR PUBLIC SWIMMING POOL AND SPA

BICYCLE PARKING: 1 SPACE FOR EVERY 10 REQUIRED OFF-STREET PARKING SPACES, WITH AT LEAST 50% OF THE BICYCLE SPACES ACCOMODATED WITHIN THE INTERIOR OF A STRUCTURE

TOWNHOME (FEE SIMPLE) BUILDINGS 3 THRU 7 ARE NOT PART OF CURRENT SCOPE TO BE DEVELOPED IN SITE PHASE 4. REFERENCE SHEET A001-1

AMLI TREEHOUSE 09/29/2023

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: 1851-Z

NORTH PARCEL: 2.291 ACRES. THOMAS L. OWENWORTH SURVEY, ABSTRACT NO. 1375. LOT 1R, BLOCK 1 OF TEXAS TURNPIKE ADDITION.
SOUTH PARCEL: 11.789 ACRES. THOMAS L. OWENWORTH SURVEY, ABSTRACT NO. 223. ALL OF THE OFFICE IN THE 1960 ADDITION

HLR ARCHITECTS
HENSLEY LAMMON RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRARCHITECT
14881 QUORUM DRIVE
DALLAS, TEXAS 75254
PH: 972.233.8181

AMLI RESIDENTIAL
OWNER / APPLICANT
AMLI DEVELOPMENT CO.
5057 KELLER SPRINGS RD.
STE 250 ADDISON, TEXAS 75001
PH 972.385.6702

BRUCE W. RACHEL, AIA
TX LICENSE NO. 14273

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

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Project Title:

AMLI TREEHOUSE
ADDISON, TEXAS

DEVELOPMENT PLAN ISSUE 01/10/24

Project ID: 20365

Drawing No:

A001
CONCEPT PLAN

HENSLEY LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
14851 DUFFIELD DRIVE
SUITE 100
DALLAS, TEXAS 75254
PH. 972.239.8040

AMLI RESIDENTIAL
OWNER / APPLICANT:
AMLI DEVELOPMENT CO.
ATTN: JOE BRADE
8827 KELLER SPRINGS RD.
SITE PLANNER: ROBERT TABOR
PH 972-205-0792

HLR ARCHITECTS

BRENT W. RAMOS, AIA
TX LICENSE NO. 16373
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

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Project Title:

AMLI TREEHOUSE
ADDISON
TEXAS

DEVELOPMENT PLAN REISUE 08-08-23

Project ID
20365
Drawing No.

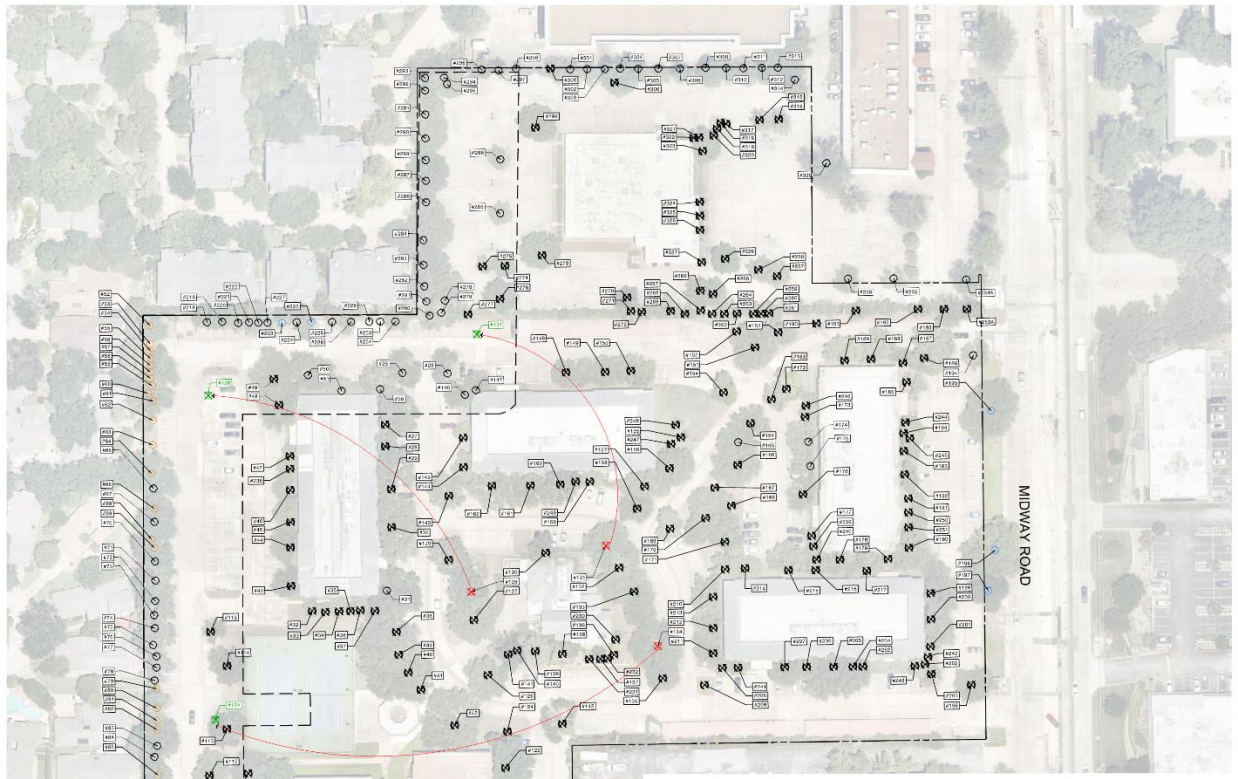
A001-1
PHASING PLAN

AMLI TREEHOUSE
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
08/09/2023

TOWN PROJECT NUMBER: 1851-Z

NORTH PARCEL: 2.293 ACRES; THOMAS L CHENOWETH SURVEY, ABSTRACT NO. 271; LOT 1A, BLOCK 1 LIFTOFF TUMBLEWEED ADDITION

SOUTH PARCEL: 11.399 ACRES; THOMAS L CHENOWETH SURVEY, ABSTRACT NO. 271; ALL OF THE OFFICE IN THE PARK ADDITION.

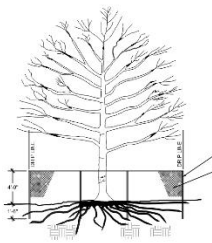


LEGEND

- EXISTING TREE TO BE PRESERVED
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO BE TRANSPLANTED
- TRANSPLANTED TREES
- EXISTING TREE TO BE PRESERVED AND REQUESTED TO BE REMOVED BY MIDWAY MEADOWS NEIGHBORS
- EXISTING TREE REMOVED BY TOWN OR STORM

TREE PROTECTION NOTES:

1. REFER TO THE TREE PRESERVATION PLAN FOR TREE LOCATIONS TO BE PRESERVED.
2. REFER TO LOCAL JURISDICTIONS TREE PRESERVATION AND PROTECTION ADDITIONAL INFORMATION REGARDING TREE PROTECTION MEASURES.
3. REMOVE ALL TREE PROTECTION FENCING UPON COMPLETION OF PROJECT.
4. EXISTING TREE SHOWN TO REMAIN ARE TO BE PROTECTED DURING CONSTRUCTION. ORANGE SAFETY FENCE (MIN. 4'-0" HEIGHT) SHALL BE INSTALLED AT THE DRIP LINE OF ALL TREES OR TREE GROUPS TO REMAIN.
5. DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO PAINT, ASPHALT, OIL, SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE CANOPY AREA OF THE EXISTING TREES SHALL NOT BE ALLOWED.
6. NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY TREE.
7. NO FILL, EXCAVATION OF ANY NATURE SHALL OCCUR WITHIN THE DRIP LINE OF A TREE TO BE PRESERVED, UNLESS THERE IS A SPECIFIED WELL OR RETAINING WALL SHOWN ON THE GRADING PLAN.
8. NO MATERIALS SHALL BE STORED WITHIN THE DRIPLINE AREA OF A TREE TO BE PRESERVED.



TREE PROTECTION FENCE

NOT TO SCALE

TREE MANAGEMENT NOTES:

1. TREES THAT ARE TO BE REMOVED SHALL BE FLAGGED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITY.
2. THE CRITICAL ROOT ZONE OF ALL PRESERVED TREES SHALL BE PROTECTED BY A 4' TALL FENCE PER CITY OF ADDISON STANDARDS DURING SITE PREPARATION AND CONSTRUCTION. THE AREA WITHIN THE PROTECTIVE FENCING MUST NOT BE USED FOR PARKING VEHICLES OR EQUIPMENT, FOR MATERIALS STORAGE, OR FOR CHEMICAL WASH-OUT AREAS.
3. REFER TO LANDSCAPE PLAN FOR REPLACEMENT TREE LOCATIONS.

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AMLI TREEHOUSE

ADDISON, TEXAS

8519052

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: JW
DRAWN BY: BD
CHECKED BY: JW

SCALE: VERT: HORZ: 1"=50'
0 25 50' 100'

TREE MITIGATION PLAN

L7-00

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

TREE NO.	STATUS	TYPE	CALIPER INCH	NOTES
23	Save	Cedar Elm	16	
25	Save	Cedar Elm	16	
26	Save	Pin Oak	17	
27	Remove	Pin Oak	30	
28	Remove	Pin Oak	29	
29	Remove	Pin Oak	38	
30	Remove	Live Oak	34	
31	Save	Live Oak	29	
32	Remove	Yaupon Holly	9	
33	Remove	Crape Myrtle	7	
34	Remove	Yaupon Holly	7	
35	Remove	Crape Myrtle	7	
36	Remove	Yaupon Holly	6	
37	Remove	Crape Myrtle	5	
38	Remove	Live Oak	13	
39	Remove	Live Oak	41	
40	Remove	Live Oak	32	
41	Remove	Live Oak	26	
42	Remove	Live Oak	42	
43	Remove	Cedar Elm	14	
44	Remove	Live Oak	16	
45	Remove	Live Oak	16	
46	Remove	Cedar Elm	16	
47	Remove	Yaupon Holly	9	
48	Remove	Live Oak	28	
49	Remove	Live Oak	19	
50	Save	Live Oak	25	
51	Save	Yaupon Holly	8	
52	Save	Unknown	13	PARK - NEIGHBOR REMOVAL REQUEST
53	Save	Cedar Elm	10	PARK - NEIGHBOR REMOVAL REQUEST
54	Save	Cedar Elm	11	PARK - NEIGHBOR REMOVAL REQUEST
55	Save	Cedar Elm	17	PARK - NEIGHBOR REMOVAL REQUEST
56	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
57	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
58	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
59	Save	Cedar Elm	11	PARK - NEIGHBOR REMOVAL REQUEST
60	Save	Cedar Elm	19	PARK - NEIGHBOR REMOVAL REQUEST
61	Save	Cedar Elm	18	PARK - NEIGHBOR REMOVAL REQUEST
62	Save	Cedar Elm	16	PARK - NEIGHBOR REMOVAL REQUEST
63	Save	Cedar Elm	9	PARK - NEIGHBOR REMOVAL REQUEST
64	Save	Cedar Elm	19	PARK - NEIGHBOR REMOVAL REQUEST
65	Save	Cedar Elm	18	
66	Save	Cedar Elm	14	PARK - NEIGHBOR REMOVAL REQUEST
67	Save	Cedar Elm	24	
68	Save	Cedar Elm	11	PARK - NEIGHBOR REMOVAL REQUEST
69	Save	Cedar Elm	15	PARK - NEIGHBOR REMOVAL REQUEST
70	Save	Cedar Elm	20	
71	Save	Cedar Elm	11	
72	Save	Cedar Elm	13	
73	Save	Cedar Elm	29	
74	Save	Cedar Elm	13	
75	Save	Cedar Elm	13	
76	Save	Cedar Elm	13	
77	Save	Cedar Elm	9	
78	Save	Cedar Elm	15	
79	Save	Cedar Elm	16	PARK - NEIGHBOR REMOVAL REQUEST
80	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
81	Save	Cedar Elm	8	PARK - NEIGHBOR REMOVAL REQUEST
82	Save	Yaupon Holly	6	PARK - NEIGHBOR REMOVAL REQUEST
83	Save	Cedar Elm	17	
84	Save	Cedar Elm	11	
85	Save	Cedar Elm	10	PARK - NEIGHBOR REMOVAL REQUEST
86	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
87	Save	Cedar Elm	16	PARK - NEIGHBOR REMOVAL REQUEST
88	Save	Cedar Elm	21	
89	Save	Cedar Elm	19	PARK - NEIGHBOR REMOVAL REQUEST
90	Save	Cedar Elm	15	PARK - NEIGHBOR REMOVAL REQUEST
91	Save	Cedar Elm	13	PARK - NEIGHBOR REMOVAL REQUEST
92	Save	Cedar Elm	13	
93	Save	Cedar Elm	12	
94	Save	Cedar Elm	13	
95	Save	Cedar Elm	18	
96	Save	Cedar Elm	17	
97	Save	Cedar Elm	14	
98	Save	Cedar Elm	17	
99	Save	Cedar Elm	18	
100	Save	Cedar Elm	18	
101	Save	Cedar Elm	14	
102	Save	Cedar Elm	9	
103	Save	Cedar Elm	24	
104	Save	Pin Oak	25	
105	Save	Pin Oak	16	
106	Transplant	Live Oak	25	
107	Remove	American Sweetgum	15	
108	Remove	Crape Myrtle	6	
109	Remove	Cedar Elm	19	
110	Remove	Pin Oak	32	
111	Remove	Cedar Elm	20	
112	Remove	Live Oak	24	
113	Remove	Cedar Elm	19	
114	Remove	Cedar Elm	18	
115	Remove	Cedar Elm	11	
116	Remove	Pin Oak	16	
117	Remove	Pin Oak	18	
118	Remove	Pin Oak	21	
119	Save	Pin Oak	25	
120	Remove	American Sweetgum	14	
121	Remove	Crape Myrtle	6	
122	Remove	Pin Oak	32	
123	Remove	Crape Myrtle	6	
124	Remove	Cedar Elm	17	
125	Remove	American Sweetgum	12	
126	Remove	Live Oak	22	
127	Remove	Elm	18	
128	Transplant	Live Oak	24	
129	Remove	Cedar Elm	15	
130	Remove	Cedar Elm	17	
131	Transplant	Live Oak	28	
132	Remove	Pecan	15	
133	Remove	Live Oak	38	
134	Transplant	Live Oak	29	
135	Remove	Cedar Elm	16	
136	Remove	Crape Myrtle	6	
137	Remove	Crape Myrtle	7	
138	Remove	Yaupon Holly	8	
139	Remove	Bald Cypress	22	
140	Remove	Bald Cypress	20	
141	Remove	Cedar Elm	20	
142	Remove	Cedar Elm	17	
143	Remove	Pin Oak	28	
144	Remove	Yaupon Holly	6	
145	Remove	Yaupon Holly	8	
146	Save	Cedar Elm	17	
147	Save	Cedar Elm	13	
148	Remove	Live Oak	21	
149	Remove	Live Oak	17	
150	Remove	Live Oak	22	
151	Remove	Live Oak	17	
152	Remove	Live Oak	22	
153	Remove	Live Oak	16	
154	Remove	American Sweetgum	17	
155	Remove	Crape Myrtle	6	
156	Remove	Live Oak	24	
157	Remove	Live Oak	20	
158	Remove	Live Oak	22	
159	Remove	Yaupon Holly	8	
160	Remove	Live Oak	27	
161	Remove	Live Oak	26	
162	Remove	Live Oak	27	
163	Remove	American Sweetgum	18	
164	Remove	American Sweetgum	18	
165	Save	Live Oak	21	
166	Remove	Live Oak	22	
167	Remove	Live Oak	17	
168	Remove	Live Oak	17	
169	Remove	American Sweetgum	18	
170	Remove	Live Oak	18	
171	Remove	Live Oak	18	
172	Remove	Pin Oak	23	
173	Remove	Yaupon Holly	8	
174	Save	Live Oak	20	
175	Save	Live Oak	19	
176	Remove	Live Oak	18	
177	Remove	Yaupon Holly	8	
178	Remove	Live Oak	14	
179	Remove	Live Oak	14	
180	Remove	Live Oak	26	
181	Remove	Yaupon Holly	8	
182	Remove	Cedar Elm	16	
183	Remove	Cedar Elm	17	
184	Remove	Yaupon Holly	9	
185	Remove	Cedar Elm	13	
186	Remove	Live Oak	23	
187	Remove	Cedar Elm	13	
188	Remove	Live Oak	18	
189	Remove	Live Oak	18	
190	Remove	American Sweetgum	18	
191	Remove	Elm	19	
192	Remove	Elm	18	
193	Remove	Live Oak	22	
194	Save	Live Oak	21	
195		Live Oak		REMOVED BY TOWN
196		Elm		REMOVED BY TOWN
197		Elm		REMOVED BY TOWN
198	Remove	Live Oak	20	
199	Remove	Live Oak	17	
200	Remove	Live Oak	24	
201	Remove	Live Oak	26	
202	Remove	Yaupon Holly	6	
203	Remove	Live Oak	8	
204	Remove	Yaupon Holly	7	
205	Remove	Live Oak	24	
206	Remove	Live Oak	20	
207	Remove	Live Oak	21	
208	Remove	Yaupon Holly	8	
209	Remove	Cedar Elm	17	
210	Remove	American Sweetgum	17	
211	Remove	Live Oak	17	
212	Remove	Live Oak	17	
213	Remove	Live Oak	17	
214	Remove	Yaupon Holly	10	
215	Remove	Live Oak	19	
216	Remove	Live Oak	19	
217	Remove	Live Oak	17	
218	Save	Cedar Elm	14	PARK - NEIGHBOR REMOVAL REQUEST
219	Save	Cedar Elm	16	PARK - NEIGHBOR REMOVAL REQUEST
220	Save	Cedar Elm	14	PARK - NEIGHBOR REMOVAL REQUEST
221	Save	Cedar Elm	12	PARK - NEIGHBOR REMOVAL REQUEST
222	Save	Cedar Elm	16	PARK - NEIGHBOR REMOVAL REQUEST
223		Cedar Elm		DEAD/DISEASED - REMOVE FROM TOTALS
224	Save	Cedar Elm	15	
225		Cedar Elm		DEAD/DISEASED - REMOVE FROM TOTALS
226	Save	Cedar Elm	17	
227	Save	Cedar Elm	20	
228	Save	Cedar Elm	15	
229	Save	Cedar Elm	18	
230	Remove	Crape Myrtle	6	
231	Remove	Crape Myrtle	6	
232	Remove	Crape Myrtle	7	
233	Remove	Crape Myrtle	6	
234	Save	Cedar Elm	18	
235	Remove	Crape Myrtle	7	
236	Remove	Crape Myrtle	6	
237	Remove	Crape Myrtle	6	
238	Remove	Yaupon Holly	8	
239	Remove	Yaupon Holly	8	
240	Remove	Yaupon Holly	8	
241	Remove	Yaupon Holly	8	
242	Remove	Yaupon Holly	8	
243	Remove	Yaupon Holly	8	
244	Remove	Yaupon Holly	9	
245	Remove	Yaupon Holly	8	
246	Remove	Yaupon Holly	8	
247	Remove	Crape Myrtle	8	
248	Remove	Crape Myrtle	8	
249	Remove	Yaupon Holly	8	
250	Remove	Yaupon Holly	8	
251	Remove	Yaupon Holly	8	
252	Remove	Yaupon Holly	8	
253	Save	Cedar Elm	16	
254	Save	Cedar Elm	15	
255	Save	Live Oak	10	
256	Save	Live Oak	10	
257	Remove	Pin Oak	16	
258	Remove	Pin Oak	12	
259	Remove	Unknown	6	
260	Remove	Unknown	6	
261	Remove	Unknown	6	
262	Remove	Unknown	8	
263	Remove	Cedar Elm	8	
264	Remove	Unknown	18	
265	Remove	Cedar Elm	6	
266	Remove	Cedar Elm	10	
267	Remove	Unknown	6	
268	Remove	Unknown	9	
269	Remove	Unknown	6	
270	Remove	Pin Oak	12	
271	Remove	Unknown	6	
272	Remove	Unknown	8	
273	Remove	Pin Oak	12	
274	Remove	Pin Oak	8	
275	Remove	Pin Oak	8	
276	Remove	Pin Oak	12	
277	Remove	Unknown	8	
278	Save	Live Oak	12	
279	Save	Cedar Elm	10	
280	Save	Cedar Elm	16	
281	Save	Live Oak	10	
282	Save	Live Oak	8	
283	Save	Live Oak	18	
284	Save	Live Oak	18	
285	Save	Pin Oak	8	
286	Save	Yaupon Holly	6	
287	Save	Live Oak	18	
288	Save	Pin Oak	8	
289	Save	Yaupon Holly	6	
290	Save	Live Oak	15	
291	Save	Live Oak	15	
292	Save	Live Oak	12	
293	Save	Unknown	10	
294	Save	Live Oak	12	
295	Save	Live Oak	12	
296	Save	Cedar Elm	10	
297	Save	Cedar Elm	10	
298	Save	Cedar Elm	8	
299	Remove	Cedar Elm	12	
300	Remove	Cedar Elm	10	
301	Save	Cedar Elm	8	
302	Save	Cedar Elm	10	
303	Save	Cedar Elm	12	
304	Save	Cedar Elm	10	
305	Save	Cedar Elm	8	
306	Remove	Pin Oak	8	
307	Save	Cedar Elm	8	
308	Save	Cedar Elm	8	
309	Save	Cedar Elm	10	
310	Save	Cedar Elm	8	
311	Save	Cedar Elm	12	
312	Save	Cedar Elm	12	
313	Save	Cedar Elm	12	
314	Save	Pin Oak	12	
315	Remove	Pin Oak	10	
316	Remove	Pin Oak	10	
317	Remove	Rocky Mtn Juniper	4	
318	Remove	Rocky Mtn Juniper	4	
319	Remove	Rocky Mtn Juniper	4	
320	Remove	Rocky Mtn Juniper	4	
321	Remove	Crape Myrtle	6	
322	Remove	Crape Myrtle	6	
323	Remove	Pin Oak	12	
324	Remove	Crape Myrtle	6	
325	Remove	Crape Myrtle	6	
326	Remove	Crape Myrtle	6	
327	Remove	Crape Myrtle	6	
328	Remove	Pin Oak	10	
329	Save	Pin Oak	18	
330A	Remove	Elm	6	
334A	Save	Live Oak	12	

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DALLAS, TX 75240
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REVISIONS

SEAL

PROJECT

AMLI TREEHOUSE

ADDISON, TEXAS

LANDDESIGN PROJ #: 8519082

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: JW
DRAWN BY: BD
CHECKED BY: JW

SCALE

VERT: NTS
HORZ: NTS
(NOT TO SCALE)

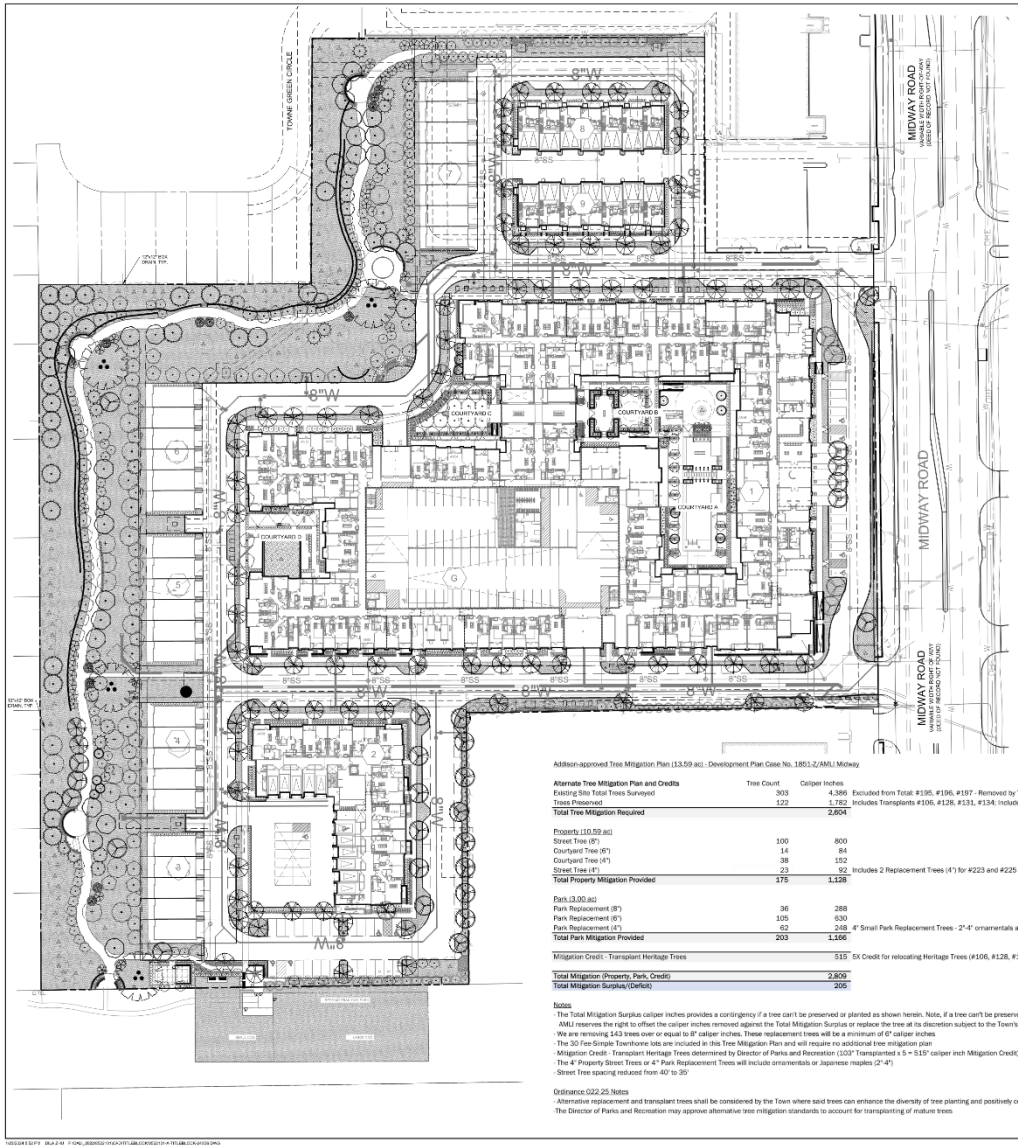
SHEET TITLE

TREE SURVEY

SHEET NUMBER

L7-00-A

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment



EXISTING TREES	CODE	QTY	COMMON NAME	MIN. CONT.
	TRANS	4	Existing trees to be transplanted	SEE
	EXISTPT	93	Existing trees to remain	SEE
TREES IN PARK	CODE	QTY	COMMON NAME	MIN. CONT.
	REP_L	36	Replacement Tree_8"	SEE
	REP_M	105	Replacement Tree_6"	SEE
	REP_S	62	Replacement Tree_4"	SEE
TREES ON SITE	CODE	QTY	COMMON NAME	MIN. CONT.
	STR_S	23	Street Tree_4"	SEE
	CYT_S	38	Courtyard Tree_4"	SEE
	STR_L	108	Street Tree_8"	SEE
	CYT_M	14	Courtyard Tree_6"	SEE

LANDSCAPE AREA SUMMARY	
TOTAL LANDSCAPED AREA	**4.76 AC.**
PERCENTAGE LANDSCAPE	**35%**
EXISTING LANDSCAPE PERCENTAGE	**22%**

IMPERVIOUS VS PERVIOUS		
DRAINAGE CONDITION	IMPERVIOUS (AC.)	PERVIOUS (AC.)
PRE-DEVELOPMENT	10.5 (78%)	3.03 (22%)
POST-DEVELOPMENT	8.60 (65%)	4.93 (35%)
Δ (POST - PRE)	-1.90	1.90

Addison-approved Tree Mitigation Plan (13.59 ac) - Development Plan Case No. 1851-Z/AMLI Midway

Alternate Tree Mitigation Plan and Credits	Tree Count	Caliper Inches	Notes
Existing Site Total Trees Surveyed	303	4,386	Excluded from Total: #196, #196, #197 - Removed by Town for Midway expansion; #223, #225 - Removed by Storm (Replacing #223, #225 with 2 Replacement Trees(4"))
Trees Preserved	122	1,782	Includes Transplants #106, #128, #131, #134; Includes 31 Trees (423" caliper inches) originally to be preserved and requested to be removed by Midway Meadows neighbors
Total Tree Mitigation Required		2,604	
Property (10.59 ac)			
Street Tree (8")	100	800	
Courtyard Tree (6")	14	84	
Courtyard Tree (4")	38	152	
Street Tree (4")	23	92	Includes 2 Replacement Trees (4") for #223 and #225 (Removed by Storm)
Total Property Mitigation Provided	175	1,128	
Park (3.00 ac)			
Park Replacement (8")	36	288	
Park Replacement (6")	105	630	
Park Replacement (4")	62	248	4" Small Park Replacement Trees - 2"-4" ornamentals and Japanese maples are permissible
Total Park Mitigation Provided	203	1,166	
Mitigation Credit - Transplant Heritage Trees		515	5X Credit for relocating Heritage Trees (#106, #128, #131, #134)
Total Mitigation (Property, Park, Credit)		2,809	
Total Mitigation Surplus/(Deficit)		205	

Notes
- The Total Mitigation Surplus caliper inches provides a contingency if a tree can't be preserved or planted as shown herein. Note, if a tree can't be preserved or planted as shown herein due to unforeseen site conflicts, AMLI reserves the right to offset the caliper inches removed against the Total Mitigation Surplus or replace the tree at its discretion subject to the Town's tree mitigation standards.
- We are removing 143 trees over or equal to 8" caliper inches. These replacement trees will be a minimum of 6" caliper inches
- The 30 Fee-Simple Townhome lots are included in this Tree Mitigation Plan and will require no additional tree mitigation plan
- Mitigation Credit - Transplant Heritage Trees determined by Director of Parks and Recreation (103" Transplanted x 5 = 515" caliper inch Mitigation Credit). Note, there is no warranty for transplanting the four (4) heritage live oak
- The 4" Property Street Trees or 4" Park Replacement Trees will include ornamentals or Japanese maples (2"-4")
- Street Tree spacing reduced from 40' to 35'

Ordinance 022-25 Notes
- Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site
- The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees

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SET MAP

SEAL

PROJECT
AMLI TREEHOUSE

AMLI RESIDENTIAL
ADDISON
TX

LANDDESIGN PROJECT
8522101

REVISION / ISSUANCE

NO	DESCRIPTION	DATE
	PERMIT ISSUE	1.19.2024

XX
XX
XX

SCALE
VERT: N/A
HORZ: 1" = 50'
0 25 50 100

SHEET TITLE
LANDSCAPE PLAN

SHEET NUMBER
L6.00A

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

MATERIAL PERCENTAGES - BLDG #1 EAST ELEVATION	SQ. FT.	PERCENTAGE
BRICK:	14,135	84%
FIBER CEMENT PANEL:	2,785	16%
FENESTRATION /GLAZING:	6,670	
TOTAL SURFACE AREA:	16,920	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 SOUTH ELEVATION 1	SQ. FT.	PERCENTAGE
BRICK:	3,864	92%
FIBER CEMENT PANEL:	340	8%
FENESTRATION /GLAZING:	2,067	
TOTAL SURFACE AREA:	4,204	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 SOUTH ELEVATION 2	SQ. FT.	PERCENTAGE
BRICK:	17,937	88%
FIBER CEMENT PANEL:	2,388	12%
FENESTRATION /GLAZING:	8,571	
TOTAL SURFACE AREA:	20,325	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 TOTALS	SQ. FT.	PERCENTAGE
BRICK:	71,058	90%
FIBER CEMENT PANEL:	8,299	10%
FENESTRATION /GLAZING:	33,157	
TOTAL SURFACE AREA:	79,357	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 WEST ELEVATION	SQ. FT.	PERCENTAGE
BRICK:	13,320	90%
FIBER CEMENT PANEL:	1,280	10%
FENESTRATION /GLAZING:	4,290	
TOTAL SURFACE AREA:	14,600	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 NORTH ELEVATION 1	SQ. FT.	PERCENTAGE
BRICK:	14,117	92%
FIBER CEMENT PANEL:	1,185	8%
FENESTRATION /GLAZING:	7,336	
TOTAL SURFACE AREA:	15,302	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

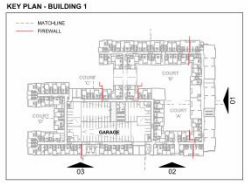
MATERIAL PERCENTAGES - BLDG #1 NORTH ELEVATION 2	SQ. FT.	PERCENTAGE
BRICK:	7,685	96%
FIBER CEMENT PANEL:	320	4%
FENESTRATION /GLAZING:	4,023	
TOTAL SURFACE AREA:	8,005	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGE NOTE:

WITHOUT TAKING GLAZING AREA INTO ACCOUNT THIS PROJECT IS DESIGNED WITH 90% MASONRY PER BUILDING.

KEY PLAN - BUILDING 1



KEY PLAN - SITE





03 BLDG#1 - SOUTH ELEVATION 1
SCALE: 1" = 20'-0"



02 BLDG #1 - SOUTH ELEVATION 2
SCALE: 1" = 20'-0"



01 BLDG #1 - EAST ELEVATION (MIDWAY ROAD)
SCALE: 1" = 20'-0"

MATERIAL LEGEND

01.1	BRICK MASONRY VENEER - FIELD COLOR 01
01.2	BRICK MASONRY VENEER - FIELD COLOR 02
01.3	BRICK MASONRY VENEER - FIELD COLOR 03
02.1	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 01
02.2	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 02
02.3	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 03
03	PATIO DOOR UNIT
04	PREFINISHED VINYL WINDOW SYSTEM
05.1	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 01
05.2	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 02
05.3	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 03
06.1	BRICK MASONRY BAND - FIELD COLOR 01
06.2	BRICK MASONRY BAND - FIELD COLOR 02
06.3	BRICK MASONRY BAND - FIELD COLOR 03
07	METAL RAILING SYSTEM
08	STOREFRONT SYSTEM
09	GARAGE DOOR SYSTEM
10	FIBER CEMENT TRIM
11	ALUMINUM PARAPET COPING CAP
12	METAL CANOPY
13	ASPHALT SHINGLE ROOFING SYSTEM
14	LOW SLOPE T.P.O. ROOF SYSTEM
15	STANDING SEAM METAL ROOF

FACADE PLAN NOTES

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AMLI TREEHOUSE 07/18/2023

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: **1851-Z**

NORTH PARCEL: 2.391 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, LOT 1R, BLOCK 1 OF TEXAS TUMBLEWEED ADDITION.

SOUTH PARCEL: 11.390 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTARCT NO. 273, ALL OF THE OFFICE IN THE PARK ADDITION.

HLR ARCHITECTS

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AMLI RESIDENTIAL

OWNER/APPLICANT:
AMLI DEVELOPMENT CO.

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BRUCE W. RACHEL, AIA
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AMLI TREEHOUSE

14681 MIDWAY RD.
ADDISON, TX 75001

DEVELOPMENT PLAN ISSUE 07-18-23

Project ID 20365

Drawing No.

A002

BUILDING 1 - FACADE PLANS

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

MATERIAL PERCENTAGES - BLDG #1 WEST ELEVATION	SQ. FT.	PERCENTAGE
BRICK:	13,320	90%
FIBER CEMENT PANEL:	1,280	10%
FENESTRATION /GLAZING:	4,290	
TOTAL SURFACE AREA:	14,600	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 NORTH ELEVATION 1	SQ. FT.	PERCENTAGE
BRICK:	14,117	92%
FIBER CEMENT PANEL:	1,185	8%
FENESTRATION /GLAZING:	7,330	
TOTAL SURFACE AREA:	15,302	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 NORTH ELEVATION 2	SQ. FT.	PERCENTAGE
BRICK:	7,685	96%
FIBER CEMENT PANEL:	320	4%
FENESTRATION /GLAZING:	4,023	
TOTAL SURFACE AREA:	8,005	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 TOTALS	SQ. FT.	PERCENTAGE
BRICK:	71,058	90%
FIBER CEMENT PANEL:	8,299	10%
FENESTRATION /GLAZING:	33,157	
TOTAL SURFACE AREA:	79,357	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 EAST ELEVATION	SQ. FT.	PERCENTAGE
BRICK:	14,135	84%
FIBER CEMENT PANEL:	2,785	16%
FENESTRATION /GLAZING:	6,870	
TOTAL SURFACE AREA:	16,920	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 SOUTH ELEVATION 1	SQ. FT.	PERCENTAGE
BRICK:	3,864	92%
FIBER CEMENT PANEL:	340	8%
FENESTRATION /GLAZING:	2,267	
TOTAL SURFACE AREA:	4,204	100%

* TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.

MATERIAL PERCENTAGES - BLDG #1 SOUTH ELEVATION 2	SQ. FT.	PERCENTAGE
BRICK:	17,937	88%
FIBER CEMENT PANEL:	2,388	12%
FENESTRATION /GLAZING:	8,571	
TOTAL SURFACE AREA:	20,325	100%

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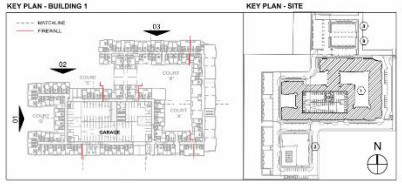
03 BLDG# 1 - NORTH ELEVATION 1
SCALE: 1" = 20'-0"



02 BLDG #1 - NORTH ELEVATION 2
SCALE: 1" = 20'-0"



01 BLDG #1 - WEST ELEVATION
SCALE: 1" = 20'-0"



MATERIAL LEGEND

01.1	BRICK MASONRY VENEER - FIELD COLOR 01
01.2	BRICK MASONRY VENEER - FIELD COLOR 02
01.3	BRICK MASONRY VENEER - FIELD COLOR 03
02.1	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 01
02.2	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 02
02.3	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 03
03	PATIO DOOR UNIT
04	PREFINISHED VINYL WINDOW SYSTEM
05.1	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 01
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06.1	BRICK MASONRY BAND - FIELD COLOR 01
06.2	BRICK MASONRY BAND - FIELD COLOR 02
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07	METAL RAILING SYSTEM
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AMLI TREEHOUSE 07/18/2023

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

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AMLI TREEHOUSE

14681 MIDWAY RD.
ADDISON, TX 75001

DEVELOPMENT PLAN ISSUE 07-18-23

Project ID 20365

Drawing No.

A002-01

BUILDING 1 - FACADE PLANS

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

MATERIAL PERCENTAGES	BLDG #2 EAST ELEVATION	
	SQ. FT.	PERCENTAGE
BRICK:	5,414	89%
FIBER CEMENT PANEL:	641	11%
FENESTRATION /GLAZING:	1,907	
TOTAL SURFACE AREA:	6,055	100%

MATERIAL PERCENTAGES	BLDG #2 WEST ELEVATION	
	SQ. FT.	PERCENTAGE
BRICK:	2,394	89%
FIBER CEMENT PANEL:	298	11%
FENESTRATION /GLAZING:	549	
TOTAL SURFACE AREA:	2,692	100%

MATERIAL PERCENTAGES	BLDG #2 WEST ELEVATION 1	
	SQ. FT.	PERCENTAGE
BRICK:	2,820	94%
FIBER CEMENT PANEL:	171	6%
FENESTRATION /GLAZING:	1,150	
TOTAL SURFACE AREA:	2,991	100%

MATERIAL PERCENTAGES	BLDG #2 NORTH ELEVATION	
	SQ. FT.	PERCENTAGE
BRICK:	4,072	85%
FIBER CEMENT PANEL:	692	15%
FENESTRATION /GLAZING:	1,765	
TOTAL SURFACE AREA:	4,764	100%

MATERIAL PERCENTAGES	BLDG #2 SOUTH ELEVATION 1	
	SQ. FT.	PERCENTAGE
BRICK:	2,207	99%
FIBER CEMENT PANEL:	23	1%
FENESTRATION /GLAZING:	730	
TOTAL SURFACE AREA:	2,230	100%

MATERIAL PERCENTAGES	BLDG #2 SOUTH ELEVATION	
	SQ. FT.	PERCENTAGE
BRICK:	2,537	90%
FIBER CEMENT PANEL:	296	10%
FENESTRATION /GLAZING:	456	
TOTAL SURFACE AREA:	2,833	100%

MATERIAL PERCENTAGES - BLDG #2 TOTALS

	SQ. FT.	PERCENTAGE
BRICK:	19,444	90%
FIBER CEMENT PANEL:	2,121	10%
FENESTRATION /GLAZING:	9,470	
TOTAL SURFACE AREA:	21,565	100%

** TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING.*



06 BUILDING 2 - SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

05 BUILDING 2 - WEST ELEVATION 1
SCALE: 1/16" = 1'-0"



04 BUILDING 2 - SOUTH ELEVATION 1
SCALE: 1/16" = 1'-0"



02 BUILDING 2 - NORTH ELEVATION
SCALE: 1/16" = 1'-0"

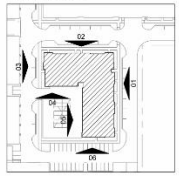


03 BUILDING 2 - WEST ELEVATION
SCALE: 1/16" = 1'-0"

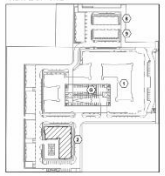


01 BUILDING 2 - EAST ELEVATION
SCALE: 1/16" = 1'-0"

KEYPLAN - BUILDING 2



KEYPLAN - SITE



MATERIAL LEGEND

01.1	BRICK MASONRY VENEER - FIELD COLOR 01
01.2	BRICK MASONRY VENEER - FIELD COLOR 02
01.3	BRICK MASONRY VENEER - FIELD COLOR 03
02.1	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 01
02.2	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 02
02.3	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 03
03	PATIO DOOR UNIT
04	PREFINISHED VINYL WINDOW SYSTEM
05.1	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 01
05.2	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 02
05.3	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 03
06.1	BRICK MASONRY BAND - FIELD COLOR 01
06.2	BRICK MASONRY BAND - FIELD COLOR 02
06.3	BRICK MASONRY BAND - FIELD COLOR 03
07	METAL RAILING SYSTEM
08	STOREFRONT SYSTEM
09	GARAGE DOOR SYSTEM
10	FIBER CEMENT TRIM
11	ALUMINUM PARAPET COPING CAP
12	METAL CANOPY
13	ASPHALT SHINGLE ROOFING SYSTEM
14	LOW SLOPE T.P.O. ROOF SYSTEM
15	STANDING SEAM METAL ROOF

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AMLI TREEHOUSE 07/18/2023

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AMLI TREEHOUSE

14681 MIDWAY RD.
ADDISON, TX 75001

DEVELOPMENT PLAN ISSUE 07-18-23

Project ID 20365

Drawing No.

A003

BUILDING 2 - FACADE PLANS

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

MATERIAL PERCENTAGES - BLDG #8 FRONT ELEVATION

	SQ. FT.	PERCENTAGE
BRICK:	3,439	90%
FIBER CEMENT PANEL:	401	10%
FENESTRATION /GLAZING:	1,860	
TOTAL SURFACE AREA:	3,840	100%

*TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING

MATERIAL PERCENTAGES - BLDG #8 SIDE ELEVATION W/ E.METERS ELEVATION

	SQ. FT.	PERCENTAGE
BRICK:	1,612	100%
FIBER CEMENT PANEL:	0	0%
FENESTRATION /GLAZING:	105	4%
TOTAL SURFACE AREA:	1,615	100%

*TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING

MATERIAL PERCENTAGES - BLDG #8 REAR ELEVATION

	SQ. FT.	PERCENTAGE
BRICK:	4,371	100%
FIBER CEMENT PANEL:	0	0%
FENESTRATION /GLAZING:	1,266	
TOTAL SURFACE AREA:	4,371	100%

*TOTAL AREA AND PERCENTAGE DO NOT INCLUDE GLAZING

MATERIAL PERCENTAGES - BLDG #8 SIDE ELEVATION

	SQ. FT.	PERCENTAGE
BRICK:	1,657	100%
FIBER CEMENT PANEL:	0	0%
FENESTRATION /GLAZING:	68	
TOTAL SURFACE AREA:	1,657	100%

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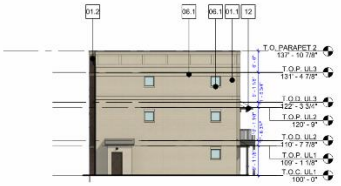
MATERIAL PERCENTAGES - BLDG #8 & 9 TOTALS

	SQ. FT.	PERCENTAGE
BRICK:	11,279	97%
FIBER CEMENT PANEL:	481	3%
FENESTRATION /GLAZING:	3,119	
TOTAL SURFACE AREA:	11,479	100%

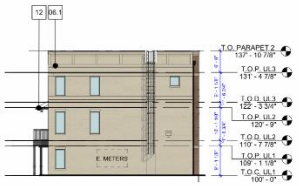
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MATERIAL LEGEND

01.1	BRICK MASONRY VENEER - FIELD COLOR 01	04	PREFINISHED VINYL WINDOW SYSTEM	07	SPECIALTY WINDOW	14	RESIDENTIAL STEEL DOOR
01.2	BRICK MASONRY VENEER - FIELD COLOR 02	05.1	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 01	08	BRICK ROWLOCK BAND	15	STANDING SEAM METAL ROOF
01.3	BRICK MASONRY VENEER - FIELD COLOR 03	05.2	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 02	09	METAL RAILING SYSTEM	16	FIBER CEMENT TRIM
02.1	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 01	05.3	CEMENTITIOUS SIDING SYSTEM - FIELD COLOR 03	10	ASPHALT SHINGLE ROOFING SYSTEM	17	STOREFRONT SYSTEM
02.2	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 02	06.1	BRICK MASONRY BAND - FIELD COLOR 01	11	ALUMINUM PARAPET COPING CAP	18	GARAGE DOOR SYSTEM
02.3	CEMENTITIOUS PANEL SYSTEM - FIELD COLOR 03	06.2	BRICK MASONRY BAND - FIELD COLOR 02	12	METAL CANOPY	19	DOWNSPOUT
03	PATIO DOOR UNIT	06.3	BRICK MASONRY BAND - FIELD COLOR 03	13	WOOD FRAME CANOPY WITH T.P.O SYSTEM	20	PARAPET TRIM SYSTEM
						21	LOW SLOPE T.P.O. ROOF SYSTEM



04 SIDE FACADE - BLDG 8 & 9
SCALE: 1/16" = 1'-0"



03 SIDE FACADE W/ E. METERS - BLDG 8 & 9
SCALE: 1/16" = 1'-0"

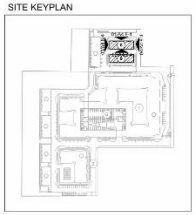


02 REAR FACADE - BLDG 8 & 9
SCALE: 1/16" = 1'-0"



01 FRONT FACADE - BLDG 8 & 9
SCALE: 1/16" = 1'-0"

SITE KEYPLAN



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AMLI TREEHOUSE

14681 MIDWAY RD.
ADDISON, TX 75001

DEVELOPMENT PLAN ISSUE 07-18-23

Project ID 20365

Drawing No.

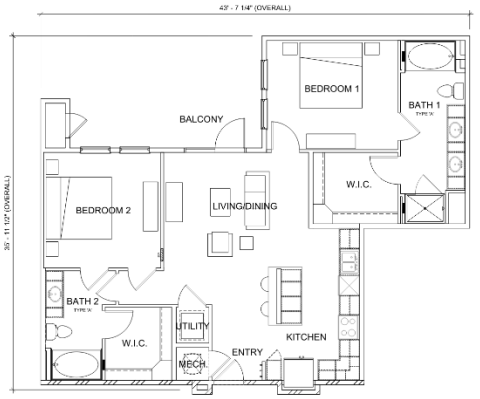
A005

BUILDING 8 & 9 - FACADE PLANS

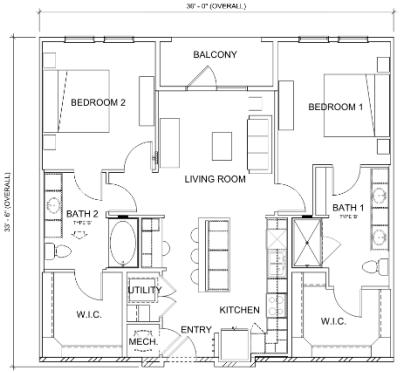
Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

16 BUILDING #8-9 - 3RD FLOOR
SCALE: 1/32" = 1'-0"
15 BUILDING #8-9 - 2ND FLOOR
SCALE: 1/32" = 1'-0"
14 BUILDING #8-9 - 1ST FLOOR
SCALE: 1/32" = 1'-0"
04 BUILDING #2 - TYP. FLOOR
SCALE: 1/32" = 1'-0"
03 BUILDING #2 - 1ST FLOOR
SCALE: 1/32" = 1'-0"
17 LIVE / WORK PLANS
SCALE: 1/16" = 1'-0"
1ST LVL.
2ND LVL.
02 BUILDING #1 - TYP. FLOOR
SCALE: 1/64" = 1'-0"
01 BUILDING #1 - 1ST FLOOR
SCALE: 1/64" = 1'-0"
AMLI TREEHOUSE
08/08/2023
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
TOWN PROJECT NUMBER: 1851-Z
NORTH PARCEL: 3.291 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, LOT 1R, BLOCK 1, OF TEXAS TURBLEVIEW ADDITION.
SOUTH PARCEL: 11.399 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, ALL OF THE OFFICE IN THE PARK ADDITION.
HLR ARCHITECTS
HENSLEY LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
14881 QUORUM DRIVE
SUITE 550
DALLAS, TEXAS 75254
PH: 972.726.9400
AMLI RESIDENTIAL
OWNER / APPLICANT:
AMLI DEVELOPMENT CO.
ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
STE 250 ADDISON, TEXAS 75001
PH: 972.265.8742
BRUCE W. RACHEL, AIA
TX LICENSE NO. 19073
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION
Project Title:
AMLI TREEHOUSE
ADDISON,
TEXAS
DEVELOPMENT PLAN ISSUE 08-08-23
Project ID:
20365
Drawing No.
A006
BUILDING PLANS

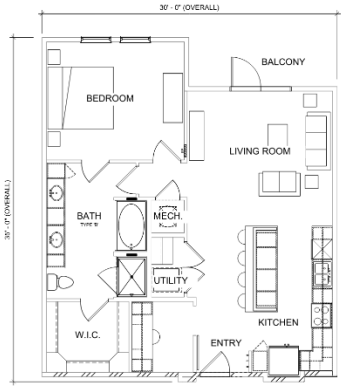
03 UNIT A3c
SCALE: 3/16" = 1'-0"
NET: 788 S.F.
33' - 0" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING/DINING
ENTRY
UTILITY
MECH.
BATH
W.I.C.
BEDROOM
06 UNIT A4b
SCALE: 3/16" = 1'-0"
NET: 811 S.F.
33' - 0" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING/DINING
ENTRY
UTILITY
MECH.
CLO.
BATH
W.I.C.
BEDROOM
02 UNIT A3b
SCALE: 3/16" = 1'-0"
NET: 791 S.F.
33' - 0" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING ROOM
BALCONY
ENTRY
UTILITY
MECH.
BATH
W.I.C.
BEDROOM
06 UNIT A4a
SCALE: 3/16" = 1'-0"
NET: 836 S.F.
33' - 8" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING ROOM
ENTRY
CLO.
MECH.
UTILITY
BATH
W.I.C.
BEDROOM
01 UNIT A3a
SCALE: 3/16" = 1'-0"
NET: 729 S.F.
33' - 0" (OVERALL)
KITCHEN
LIVING ROOM
BALCONY
ENTRY
UTILITY
MECH.
BATH
W.I.C.
BEDROOM
05 UNIT A4
SCALE: 3/16" = 1'-0"
NET: 901 S.F.
35' - 0" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING ROOM
BALCONY
ENTRY
CLO.
UTILITY
MECH.
BATH
W.I.C.
BEDROOM
01 UNIT A3
SCALE: 3/16" = 1'-0"
NET: 713 S.F.
31' - 0" (OVERALL)
25' - 0" (OVERALL)
KITCHEN
LIVING ROOM
ENTRY
CLO.
MECH.
UTILITY
BATH
W.I.C.
BEDROOM
04 UNIT A3d
SCALE: 3/16" = 1'-0"
NET: 760 S.F.
33' - 6" (OVERALL)
26' - 6 3/4" (OVERALL)
BEDROOM
W.I.C.
BATH
UTILITY
MECH.
KITCHEN
ENTRY
LIVING ROOM
AMLI TREEHOUSE
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
07/19/2023
TOWN PROJECT NUMBER: 1851-Z
NORTH PARCEL: 2.391 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, LOT 1R, BLOCK 1, OF TEXAS UNPLATTED ADDITION
SOUTH PARCEL: 1.780 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273, ALL OF THE UNPLATTED TYM PARK ADDITION.
HLR ARCHITECTS
HENSLEY LAMON RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
14851 DOOMAR DRIVE
SUITE 300
DALLAS, TEXAS 75244
PH: 972.726.8424
AMLI RESIDENTIAL
OWNER / APPLICANT:
AMLI DEVELOPMENT CO
ATTN: JOE BRUCE
8111 LBJ FREEWAY
STE 250 / ADDISON, TEXAS 75001
PH 972-280-8792
PROJECT #: PROJECT NO. 19373
TX LICENSE NO. 19373
PRELIMINARY DRAWING
NOT FOR CONSTRUCTION
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Project Title:
AMLI TREEHOUSE
ADDISON, TEXAS
DEVELOPMENT PLAN ISSUE 07-19-23
Project ID:
20365
Drawing No:
A007
UNIT PLANS



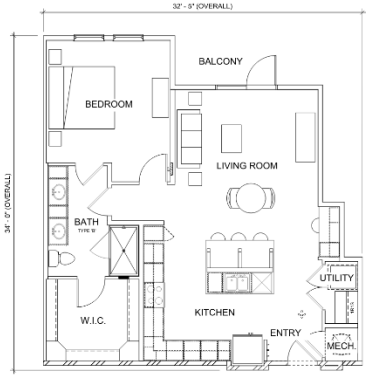
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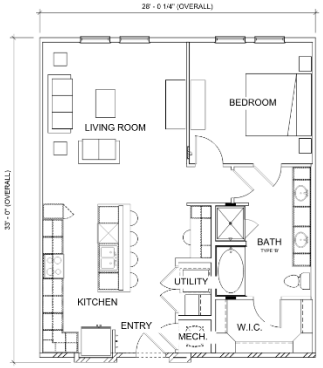
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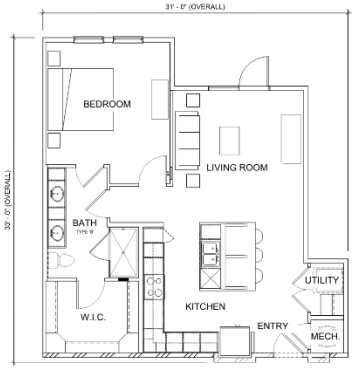
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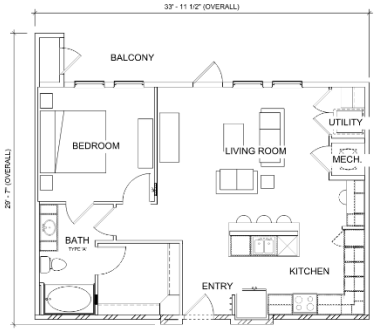
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03 UNIT A5
SCALE: 3/16" = 1'-0" NET: 912 S.F.



02 UNIT A4d
SCALE: 3/16" = 1'-0" NET: 852 S.F.



01 UNIT A4c
SCALE: 3/16" = 1'-0" NET: 835 S.F.

AMLI TREEHOUSE 07/18/2023
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: 1851-Z

NORTH PARCEL: 2.391 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273. LOT 1R, BLOCK 1 OF TEXAS TUMBLEWEED ADDITION.

SOUTH PARCEL: 11.359 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTARCT NO. 273. ALL OF THE OFFICE IN THE PARK ADDITION.

HLR ARCHITECTS

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WWW.HLRINC.NET
14881 QUORUM DRIVE
SUITE 550
DALLAS, TEXAS 75254
PH: 972.726.9400

AMLI RESIDENTIAL

OWNER / APPLICANT:
AMLI DEVELOPMENT CO.

ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
STE 250 ADDISON, TEXAS 75001
PH 972-265-6782

BRUCE W. RACHEL, AIA
TX LICENSE NO. 14373

PRELIMINARY DRAWING

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Project Title:

AMLI TREEHOUSE

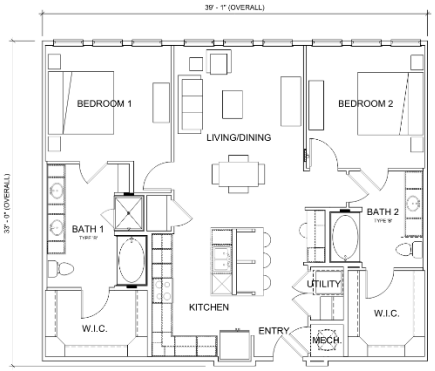
ADDISON,
TEXAS

DEVELOPMENT PLAN ISSUE 07-18-23

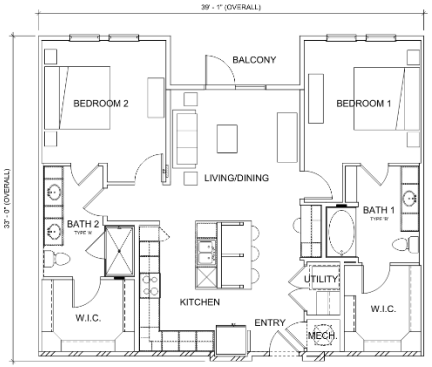
Project ID:
20365

Drawing No.

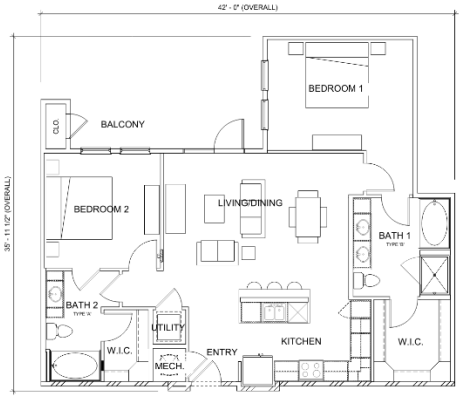
A008
UNIT PLANS



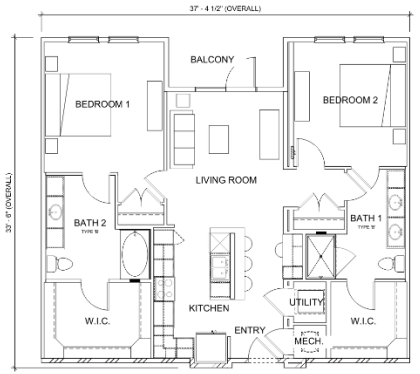
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SCALE: 3/16" = 1'-0" NET: 1,272 S.F.



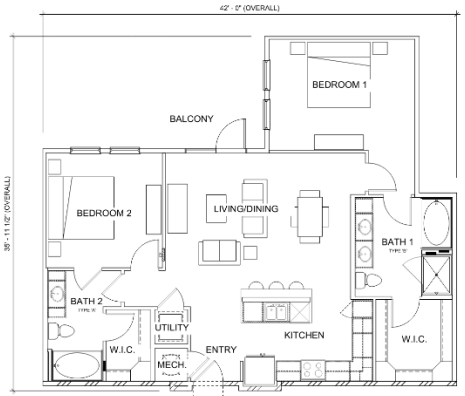
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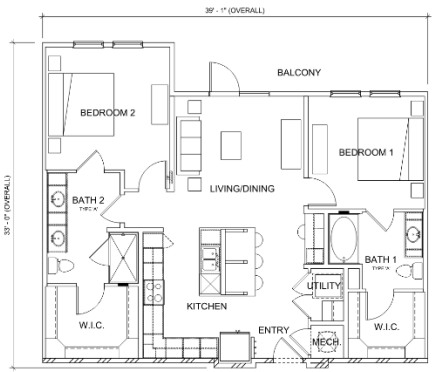
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SCALE: 3/16" = 1'-0" NET: 1,190 S.F.



03 UNIT C5d
SCALE: 3/16" = 1'-0" NET: 1,177 S.F.



02 UNIT C5c
SCALE: 3/16" = 1'-0" NET: 1,176 S.F.



01 UNIT C5b
SCALE: 3/16" = 1'-0" NET: 1,144 S.F.

AMLI TREEHOUSE 07/18/2023

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: 1851-Z

NORTH PARCEL: 2.391 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273. LOT 1R, BLOCK 1 OF TEXAS TUMBLEWEED ADDITION.

SOUTH PARCEL: 11.390 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTARCT NO. 273. ALL OF THE OFFICE IN THE PARK ADDITION.

HLR ARCHITECTS

HENSLEY LAMKIN RACHEL, INC.

DALLAS • HOUSTON • SEATTLE

WWW.HLRINC.NET

14881 QUORUM DRIVE
SUITE 550
DALLAS, TEXAS 75254
PH: 972.726.9400

AMLI RESIDENTIAL

OWNER / APPLICANT:
AMLI DEVELOPMENT CO.

ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
STE 250 ADDISON, TEXAS 75001
PH 972-265-6792

BRUCE W. RACHEL, AIA
TX LICENSE NO. 14373

PRELIMINARY DRAWING

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Project Title:

AMLI TREEHOUSE

ADDISON,
TEXAS

DEVELOPMENT PLAN ISSUE 07-18-23

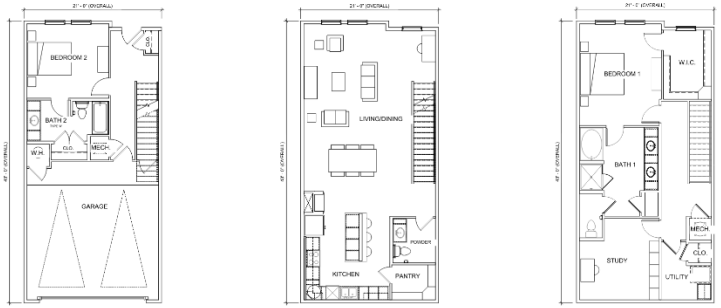
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20365

Drawing No.

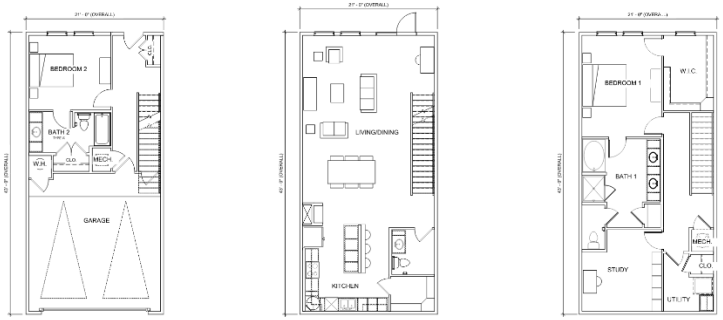
A009
UNIT PLANS

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

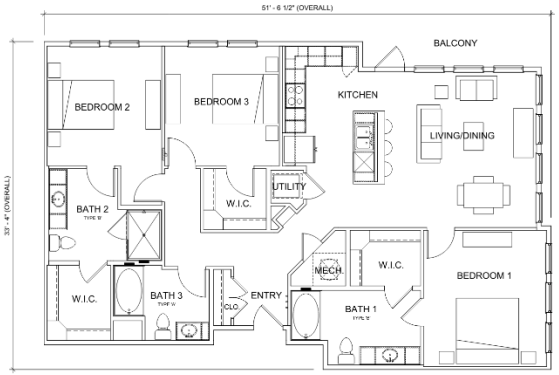
04 UNIT D6
SCALE: 3/16" = 1'-0"
33' - 6" (OVERALL)
47' - 9 1/2" (OVERALL)
BEDROOM 2
BATH 2
W.I.C.
UTILITY
MECH.
ENTRY
LIVING/DINING
KITCHEN
BALCONY
BEDROOM 3
BATH 3
BEDROOM 1
BATH 1
03 UNIT D5
SCALE: 3/16" = 1'-0"
35' - 8 1/2" (OVERALL)
59' - 5" (OVERALL)
02 UNIT C7
SCALE: 3/16" = 1'-0"
36' - 8" (OVERALL)
CLO.
01 UNIT C6b
SCALE: 3/16" = 1'-0"
34' - 0" (OVERALL)
LIVING ROOM
AMLI TREEHOUSE
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
07/19/2023
TOWN PROJECT NUMBER: 1851-Z
NORTH PARCEL: 2.291 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 275, LOT 1R, BLOCK 1, OF TEXAS TURNPIKE ADDITION.
SOUTH PARCEL: 11.760 ACRES, THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 275, ALL OF THE DEVELOPMENT PARK ADDITION.
HLR ARCHITECTS
HENSLEY LAMMON RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
14851 DONDRA STEWAY
SUITE 300
DALLAS, TEXAS 75244
PH: 972.726.8400
AMLI RESIDENTIAL
OWNER / APPLICANT:
AMLI DEVELOPMENT CO
ATTN: JOE BRUCE
4851 LBJ FREEWAY, 700
STE 250 / ADDISON, TEXAS 75001
PH 972-280-6782
REGIS R. RACHEL, AIA
TX LICENSE NO. 13473
PRELIMINARY DRAWING
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Project Title:
AMLI TREEHOUSE
ADDISON, TEXAS
DEVELOPMENT PLAN ISSUE 07.19.23
Project ID:
20365
Drawing No:
A010
UNIT PLANS



03 UNIT C16GTa
SCALE: 1/8" = 1'-0" NET: 2,205 S.F.



02 UNIT C16GT
SCALE: 1/8" = 1'-0" NET: 2,229 S.F.



01 UNIT D6a
SCALE: 3/16" = 1'-0" NET: 1,570 S.F.

AMLI TREEHOUSE	07/18/2023
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS	
TOWN PROJECT NUMBER: 1851-Z	

NORTH PARCEL: 2.391 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTRACT NO. 273. LOT 1R, BLOCK 1 OF TEXAS TUMBLEWEED ADDITION.

SOUTH PARCEL: 11.398 ACRES. THOMAS L. CHENOWETH SURVEY, ABSTARCT NO. 273. ALL OF THE OFFICE IN THE PARK ADDITION.

HLR ARCHITECTS
HENSLEY LAMKIN RACHEL, INC.
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WWW.HLRINC.NET
14681 QUORUM DRIVE
SUITE 550
DALLAS, TEXAS 75254
PH: 972.726.9400

AMLI RESIDENTIAL

OWNER / APPLICANT:
AMLI DEVELOPMENT CO.

ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
STE 250 ADDISON, TEXAS 75001
PH 972-265-6792

BRUCE W. RACHEL, AIA
TX LICENSE NO. 14373

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Project Title:

AMLI TREEHOUSE

ADDISON,
TEXAS

DEVELOPMENT PLAN ISSUE 07-18-23

Project ID
20365

Drawing No.

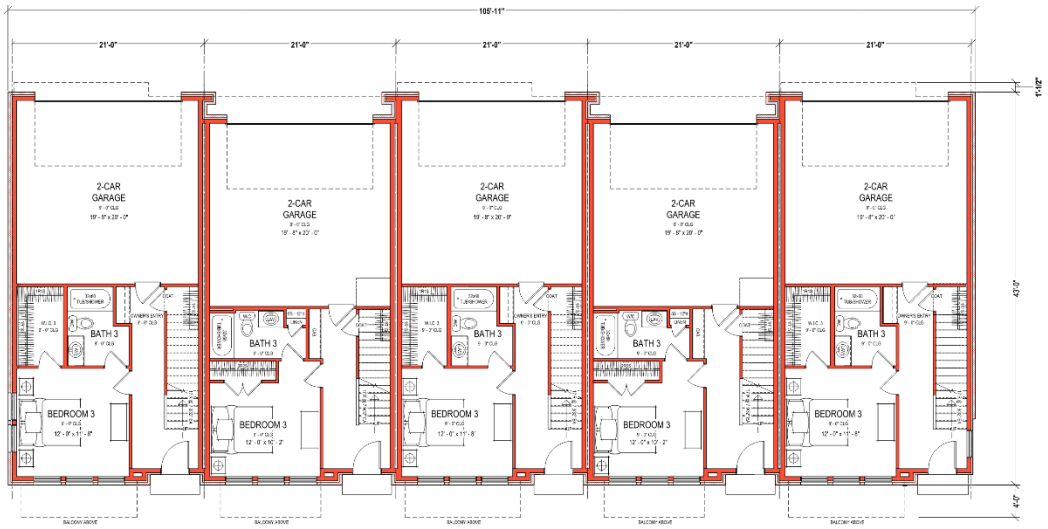
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UNIT PLANS

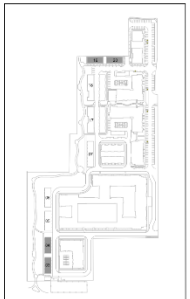
Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment



AMLI_TREEHOUSE
PN_8522139

LandDesign.





KEY PLAN | 02

FIRST FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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JCooper@bowman.com

ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC.
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FRISCO, TX 75034
469-294-0196
Bruno@cadencehomestx.com

APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
9400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE 08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

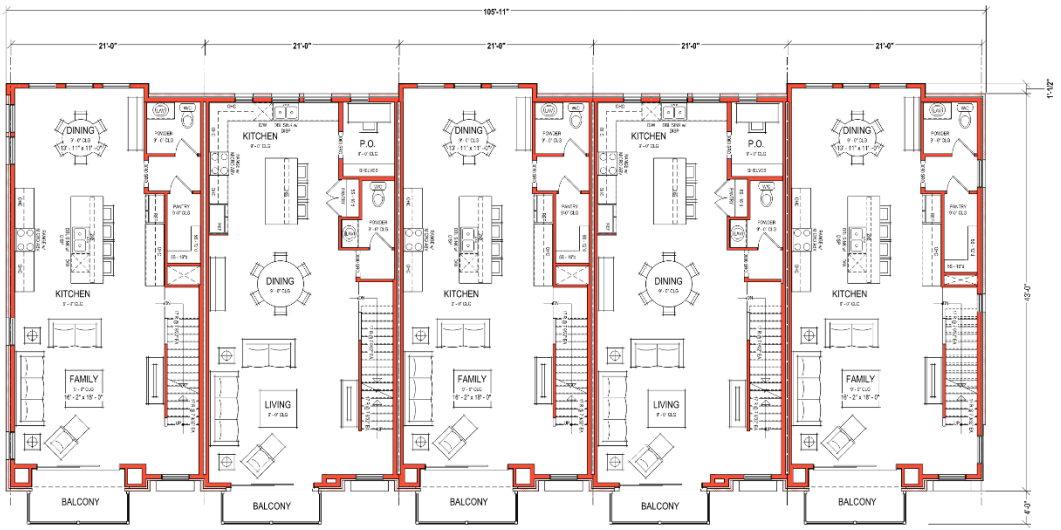
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A401

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment





02

SECOND FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16 = 1'-0"

01

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JCooper@bowman.com

ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC.
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APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A402

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

THIRD FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"

01

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A403

ISSUE: FACADE PLAN
DATE: 08.14.25

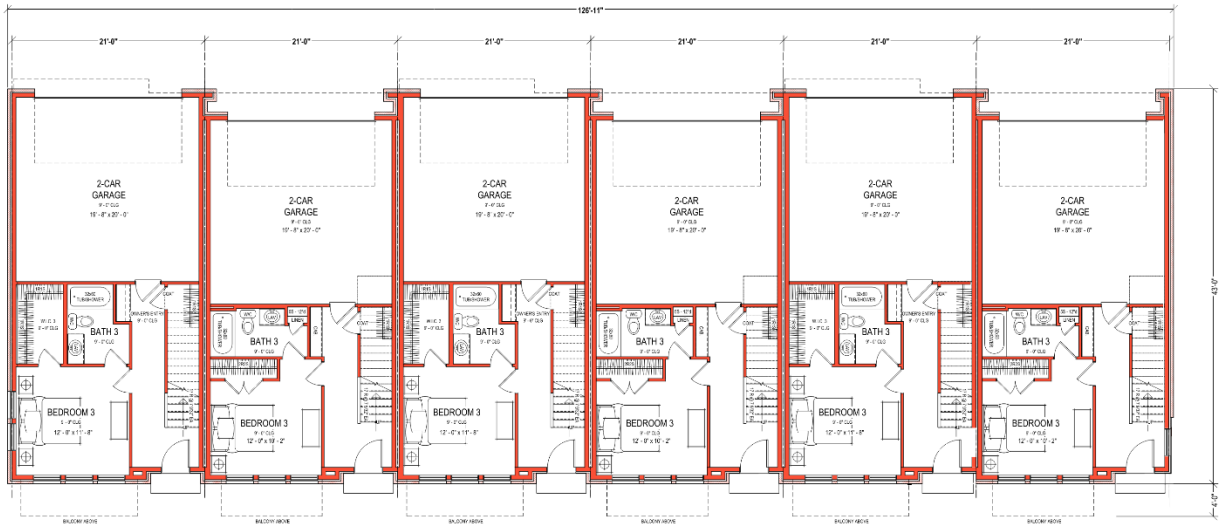
APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
5001 PLAZA ON THE LAKE DR. | Suite 135
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Bruno@cadencehomesdx.com

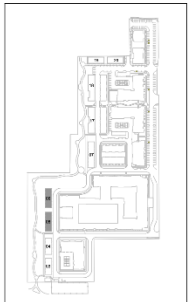
ARCHITECT: DAVE COPENHAVER
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6160 WARREN PARKWAY, SUITE 100
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JCooper@bowman.com

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 18X, 17-22, 23X, &-37 of Block 1 of the Addison Treehouse Addition No. 2, and 27-31 of Block 1 of the Addison Treehouse Addition No. 2





02

FIRST FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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DATE 08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

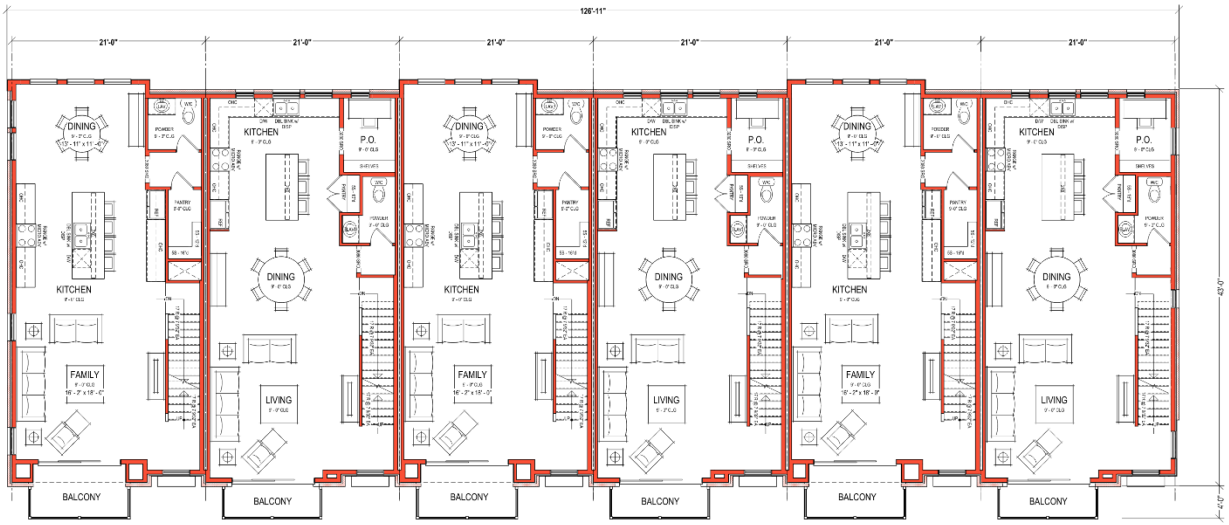
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A411

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment





02

SECOND FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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DATE 08.14.25

ISSUE: FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A412

02

01

THIRD FLOOR PLAN - 6-PLEX BUILDINGS 5&6

SCALE: 3/16 = 1'-0"

CADENCE TREEHOUSE TOWNHOMES

A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A413

ISSUE: FACADE PLAN

DATE 08.14.25

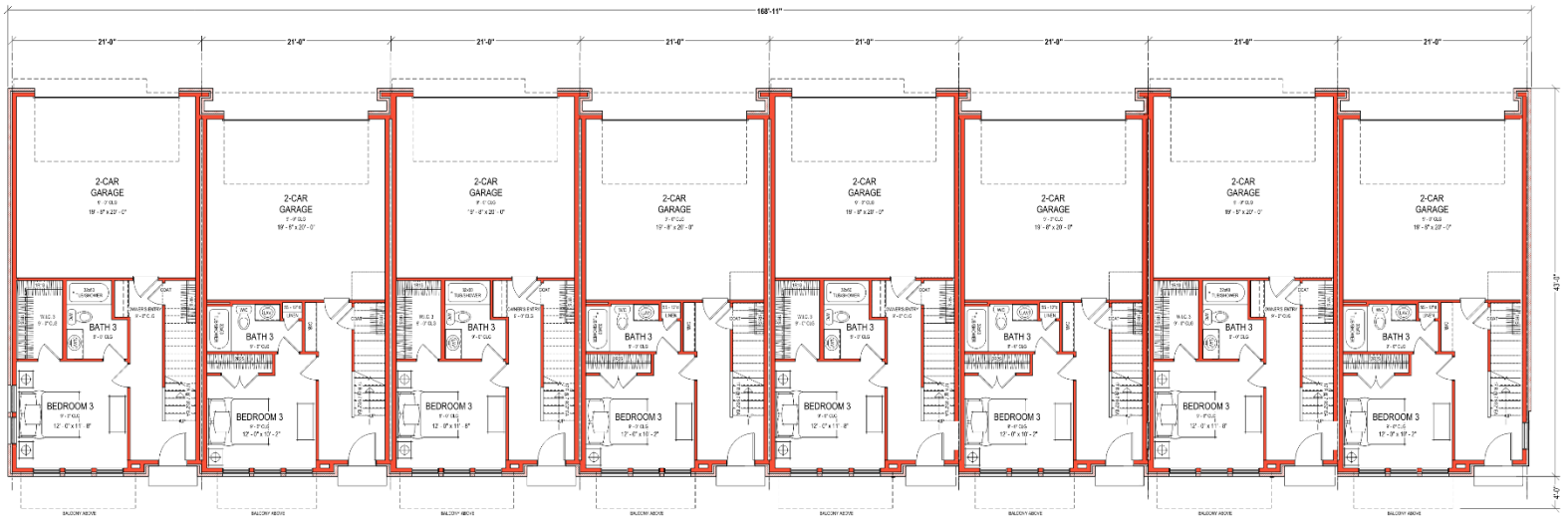
Thomas L. Chenowith Survey
Abstract No. 273

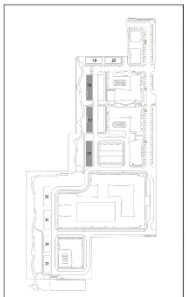
Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-9, 20X, 21-15, 20X, and 21-21 of Block 1 of the Addison Treehouse Addition No. 2

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02

FIRST FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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ISSUE: FACADE PLAN

Thomas L. Chenowith Survey
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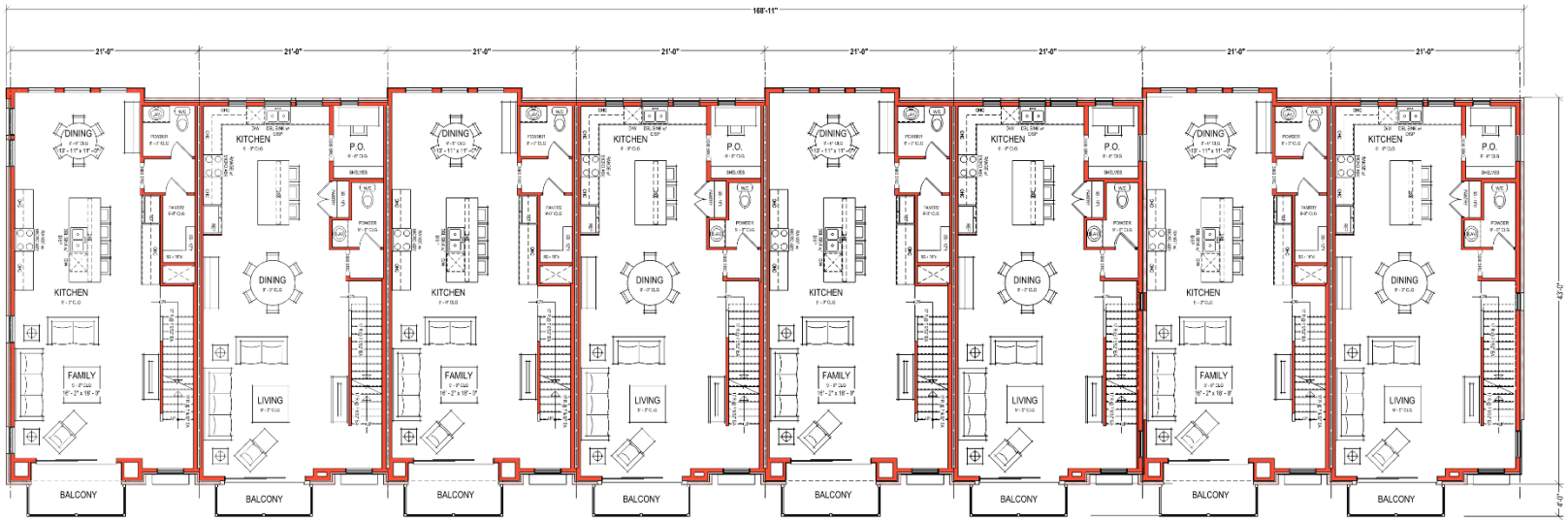
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A421

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment





02

SECOND FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18 | 01
SCALE: 3/16" = 1'-0"

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DATE 08.14.25

ISSUE: FACADE PLAN

Thomas L. Chenowith Survey
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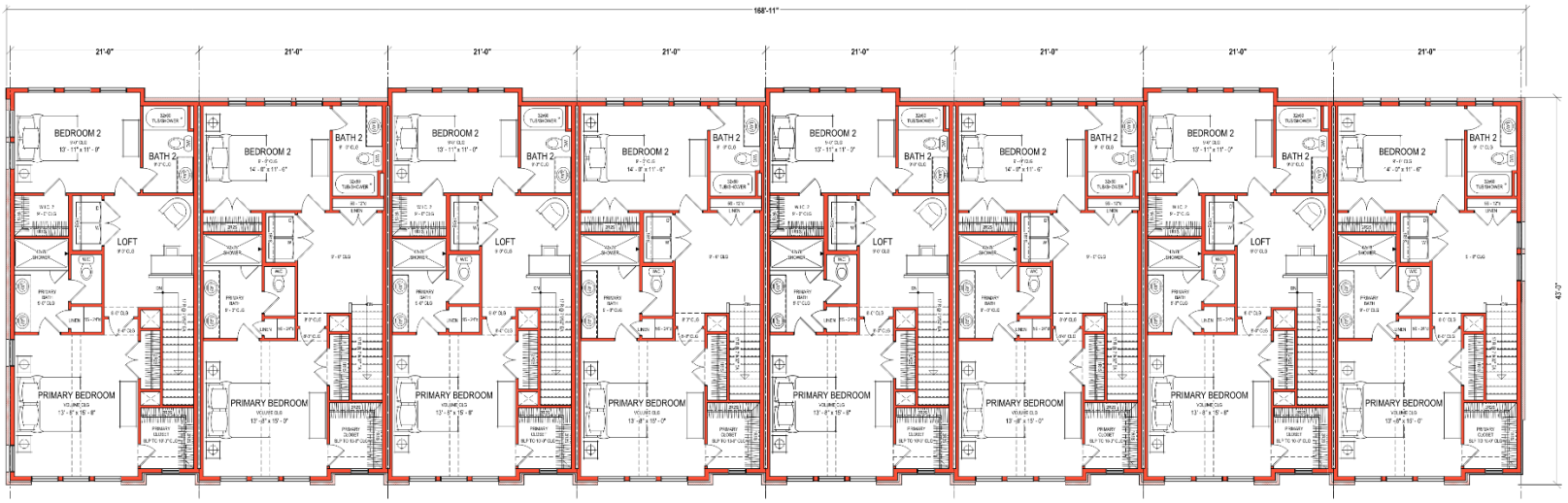
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A422

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment





02

THIRD FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

01

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ISSUE:
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CADENCE TREEHOUSE TOWNHOMES
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14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A423

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment



REAR ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	560 SF	17.1%
MASONRY:	1,449 SF	44.0%
BOARD AND BATTEN HARDIE:	466 SF	14.8%
LAP SIDING HARDIE:	226 SF	6.9%
GLAZING:	573 SF	17.4%
TOTAL FAÇADE:	3,264 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	2,582 SF	78.4%

REAR ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 03
SCALE: 3/16 = 1'-0"

FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- All signage areas and locations are subject to approval by Development Services
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



FRONT ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	48 SF	1.5%
MASONRY:	1,023 SF	31.9%
BOARD AND BATTEN HARDIE:	505 SF	15.8%
VERTICAL SIDING HARDIE:	497 SF	15.5%
GLAZING:	1,132 SF	35.3%
TOTAL FAÇADE:	3,205 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	2,203 SF	68.7%



02

FRONT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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DATE 08.14.25

ISSUE: FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A404

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment



RIGHT ELEVATION - 5-PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FACADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

FACADE PLAN NOTES

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RIGHT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 — 03
SCALE: 3/16 = 1'-0"



LEFT ELEVATION - 5-PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%



02

LEFT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 — 01
SCALE: 3/16 = 1'-0"

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A405

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

REAR ELEVATION - 6-PLEX

APPROXIMATE MATERIAL PERCENTAGES:

GARAGE DOOR:	672 SF	17.1%
MASONRY:	1,739 SF	44.0%
BOARD AND BATTEN HARDIE:	584 SF	14.8%
LAP SIDING HARDIE:	272 SF	6.9%
GLAZING:	688 SF	17.4%
TOTAL FAÇADE:	3,955 SF	100.0%
% OF FACADE GARAGE DOOR GLAZING AND MASONRY:	3,099 SF	78.4%

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REAR ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

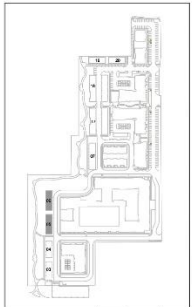
03

FRONT ELEVATION - 6-PLEX

APPROXIMATE MATERIAL PERCENTAGES:

FRONT DOOR	58 SF	1.5%
MASONRY:	1,228 SF	31.9%
BOARD AND BATTEN HARDIE:	606 SF	15.8%
VERTICAL SIDING HARDIE:	597 SF	15.5%
GLAZING:	1360 SF	35.3%
TOTAL FACADE:	3,848 SF	100.0%
% OF FACADE FRONT DOOR GLAZING AND MASONRY:	2,848 SF	68.7%





02

FRONT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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DATE 08.14.25

ISSUE:
FACADE PLAN

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Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A414



RIGHT ELEVATION - 6-PLEX
APPROXIMATE MATERIAL PERCENTAGES:

MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
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TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 6-PLEX BUILDINGS 5&6 | 03
SCALE: 3/16 = 1'-0"

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LEFT ELEVATION - 6-PLEX
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02

LEFT ELEVATION - 6-PLEX BUILDINGS 5&6 | 01
SCALE: 3/16 = 1'-0"

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

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Town Project Number: 1940-Z

A415

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment



REAR ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18 | 02
SCALE: 3/16" = 1'-0"

NOTE: Refer to page A425 for material takeoffs and calculations

FACADE PLAN NOTES

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FRONT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18 | 01
SCALE: 3/16" = 1'-0"

02

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469-804-0233
JCooper@bowman.com

ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC.
8255 COLEMAN BOULEVARD
FRISCO, TX 75034
469-294-0196
Bruno@cadencehomestx.com

APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE 08.14.25

ISSUE: FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A424

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

FACADE PLAN NOTES

•This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
•All mechanical units shall be screened from public view as required by the Zoning Ordinance
•When permitted, exposed utility boxes and conduits shall be painted to match the building
•All signage areas and locations are subject to approval by Development Services
•Roof access shall be provided internally unless otherwise permitted by the Chief Building Official

RIGHT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

RIGHT ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	955 SF	87.2%
BOARD AND BATTEN HARDIE:	132 SF	11.5%
GLAZING:	91 SF	7.7%
TOTAL FACADE:	1,180 SF	100.0%
% OF FACADE GLAZING AND MASONRY	1,064 SF	88.9%

LEFT ELEVATION - 8-PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FACADE:	1,211 SF	100.0%
% OF FACADE GLAZING AND MASONRY:	1,211	100.0%

REAR ELEVATION - 8-PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	896 SF	17.1%
MASONRY:	2,339 SF	44.0%
BOARD AND BATTEN HARDIE:	776 SF	14.8%
GLAZING:	957 SF	17.4%
TOTAL FACADE:	5,272 SF	100.0%
% OF FACADE GARAGE DOOR GLAZING AND MASONRY:	4,1372 SF	78.4%

FRONT ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR:	77 SF	1.5%
MASONRY:	1,637 SF	31.9%
BOARD AND BATTEN HARDIE:	859 SF	16.8%
VERTICAL SIDING HARDIE:	794 SF	15.5%
GLAZING:	1873 SF	36.5%
TOTAL FACADE:	5,130 SF	100.0%
% OF FACADE FRONT DOOR GLAZING AND MASONRY:	3,328 SF	68.7%

LEFT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

CONSULTANT:	Jonathon E Cooper BOWMAN CONSULTING GROUP, LTD 5960 BERKSHIRE LANE, SUITE 600 PLANO, TX 75093 469-804-4223 JCooper@bowman.com
ARCHITECT:	DAVE COFFENBAYER 8588 DESHAN BOULEVARD FRISCO, TX 75034 469-294-9196 Brunn@solarishomesllc.com
APPLICANT:	BRUNO PASQUINELLI, PRESIDENT CADENCE HOMES 8588 DESHAN BLVD, Suite 135 PLANO, TX 75024 469-294-9196 Brunn@solarishomesllc.com
DATE:	08.14.25
ISSUE:	FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X 1-11, 15X, 17-22, 23X, 24-37 of Block 1 of the Addison Treehouse Addition No. 1; and Lots 1-5, 6X, 7-11, 15X, 16, 20X, and 21-21 of Block 1 of the Addison Treehouse Addition No. 2

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

01	02	03

A425

Town of Addison, Texas
Ordinance No.
Case No. 1940-Z/AMLI Treehouse, Phase I Amendment

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	3	2	5
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1: 2,309 SF (approximately)
[2] Floor Plan 2: 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
10	⊕	POINTSETTIA BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./Sr.-14" spread, bushy, full to ground
4	⊕	NELLIE R. STEVENS HOLLY	Ilex 'cornuta' 'Nellie R. Stevens'	3 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
462		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C. 8"-10" Ht/ 8"-10" spread, bushy, full to ground
TURF GRASS				
950 S.F.		BERMUDA GRASS	Cynodon dactylon	Solid sod

5'-0"
9'-0"
43'-0"
8'-0"
±24.50'
21.00'
21.00'
21.00'
21.00'
±24.50'
65.00'
5' SIDEWALK
4' METAL FENCE AND GATE
LIRIOPE GROUNDCOVER
BOXWOOD SHRUB
5' SIDEWALK
NELLIE R. STEVENS HOLLY
LIRIOPE GROUNDCOVER
SIDE YARD: GRASS SOD
SIDE YARD: GRASS SOD
PLAN 1
PLAN 2
PLAN 1
PLAN 2
PLAN 1
PLAN 2
6' x 10' PATIO
N/A
Floor Plan Summary
Building | Floor Plan 1 Count | Floor Plan 2 Count | Total Count
Building 4 | 3 | 2 | 5
Building 5 | 3 | 3 | 6
Building 6 | 3 | 3 | 6
Building 7 | 4 | 4 | 8
Building 17 | 4 | 4 | 8
Building 18 | 3 | 2 | 5
Building 20 | 3 | 2 | 5
Total Units | 30 | 26 | 56
Floor Plan 1: 2,300 SF (approximately)
Floor Plan 2: 2,100 SF (approximately)
IRRIGATION NOTE
ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN SENSOR. IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED IRRIGATION DESIGNER AND INSTALLED BY A LICENSED IRRIGATOR.
SHRUBS
QUANTITY | SYMBOL | COMMON NAME | SCIENTIFIC NAME | SIZE AND CONDITION
12 | ⊕ | EVERGREEN BOXWOOD | Buxus microphylla 'Winter Gem' | 3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
5 | ⊕ | NELLIE R. STEVENS HOLLY | Ilex 'Nellie R. Stevens' | 7 gallon, 4'-6" Ht./3'-5" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS
560 | | LIRIOPE | Liriope spicata | 1 Gallon @ 12" O.C. 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS
950 S.F. | | SOD GRASS BERMUDA GRASS | Cynodon dactylon | Solid sod
APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DR'VE
SUITE 135
PLANO, TEXAS 75024
469-294-0196
SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE I
LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
9-9-25
LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 5, LOTS 17-22
BUILDING 6, LOTS 24-29
SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET
NORTH
0 5 10 20
SCALE: 1" = 10'-0"
CADENCE HOMES
8400 Bellview Drive
Suite 135
Plano Texas 75024
PLOT DATE
9/9/25
SHEET #

Floor Plan Summary			
Building	Floor Plan 1 Count*	Floor Plan 2 Count*	Total Count
Building 3	3	2	5
Building 4	3	3	6
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	3	2	5
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

* Floor Plan 1: 2,330 SF (approximately)
* Floor Plan 2: 2,100 SF (approximately)

IRRIGATION NOTE
ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A LICENSED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
16	⊕	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" HxW, 8"-10" spread, bushy, full to ground
7	⊛	NELLIE R. STEVENS 'HOLLY'	Ilex x 'conlinsta' Nellie R. Stevens'	7 gallon, 4'-6' HxW, 36"-42" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
545		LIRIOPE	Liriope spicata	4" POTS @ 12" O.C. 8"-10" HxW 8"-10" spread, bushy, full to ground
990 S.F.		SOD GRASS BERMUDA GRASS	TURF GRASS Cynodon dactylon	Solid sod

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 7, LOTS 30-37

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE I

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
423 S TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

SCALE: 1" = 20'-0" @ TABLOID 11X17 SHEET

NORTH
0 10 20 40
SCALE: 1" = 20'-0"

CADENCE HOMES

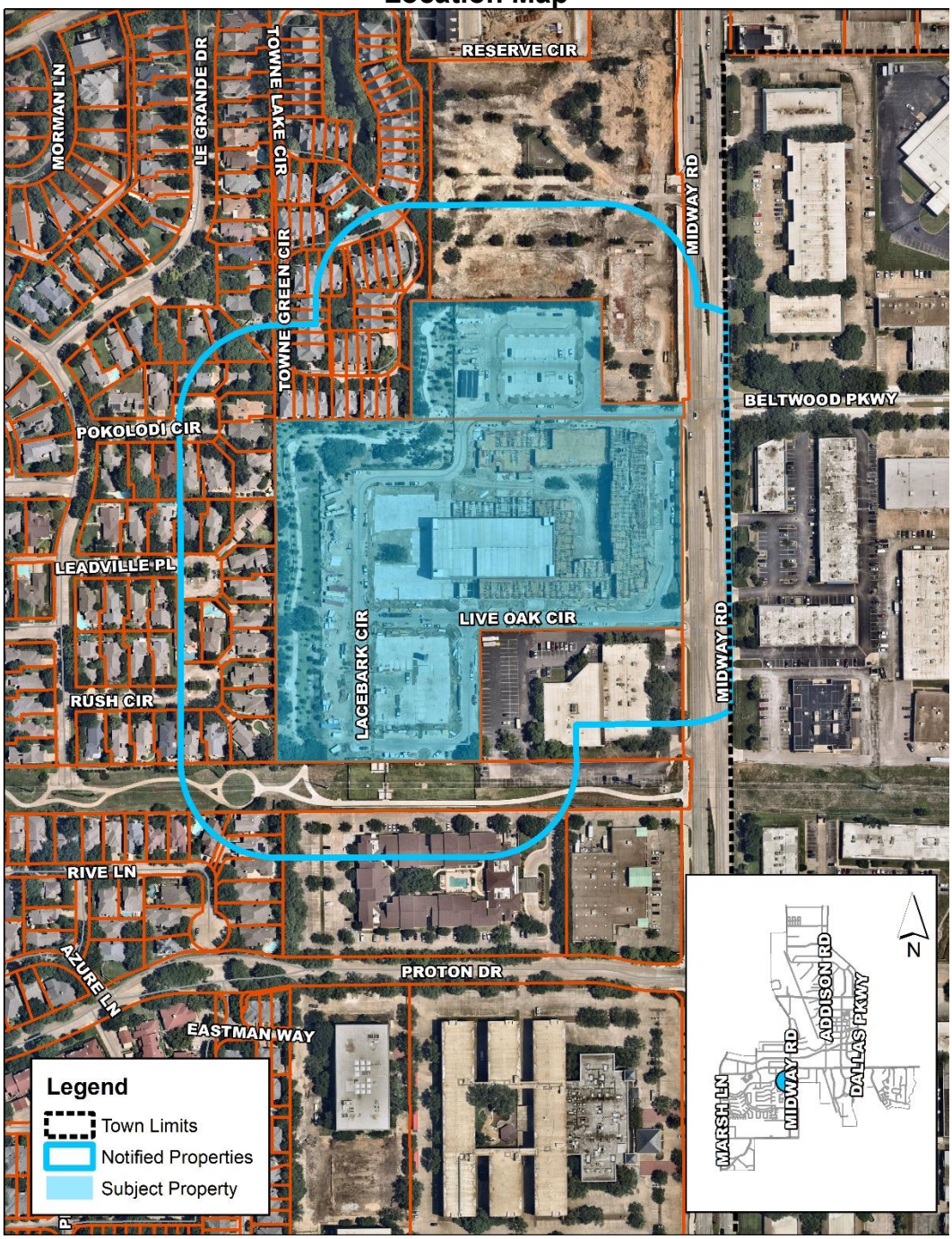
8400 Bellview Drive
Suite 135
Plano Texas 75024

PLOT DATE
9/9/25
SHEET #

1940-Z

PUBLIC HEARING Case 1940-Z/AMLI Treehouse, Phase 1 Amendment. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 022-25, for a 13.78± acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park, to allow for the construction of 30 fee-simple townhome dwelling units.

Location Map



September 16, 2024

STAFF REPORT

RE:	1940-Z & 1942-Z/AMLI Treehouse, Phase I & II Amendment
LOCATION:	**Phase I**: 13.78± acres on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park. **Phase II**: 8.02± acres generally located at the southwest corner of Midway Road and Beltway Drive.
REQUEST:	Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units (Application Date: 07/22/2025).
APPLICANT:	Bruno Pasquinelli, Cadence Homes

DISCUSSION:

Background: This rezoning request is for an amendment to the existing Planned Development (PD) Districts for AMLI Treehouse, Phases I and II. The AMLI Treehouse project is located on the west side of Midway Road from Beltway Drive to Redding Trail. The project is a 21-acre mixed-use neighborhood including 571 multifamily rental units, 30 rental townhome units, 56 fee-simple townhome units, office, retail/restaurant, and public/private open space. This project received zoning entitlements over several years, with Phase I getting approved in 2022 via PD, Ordinance No. 022-25 and Phase II in 2024 via PD, Ordinance No. 024-035. Both phases are currently under construction.

The primary developer, AMLI Residential, specializes in rental housing products and obtained zoning approval the intent to partner with a fee-simple townhome developer. Following a review process, AMLI Residential selected Cadence Homes to deliver the fee-simple townhome units. With this request, Cadence Homes, in collaboration with the developer, AMLI Residential, proposed to amend the existing Planned Development Districts (PD, Ordinance Nos. 022-25 and 024-035) to provide modified permitted use and development standards and development plans for the project. All proposed modifications are specific to the 56 fee-simple townhomes contemplated on site except the minor amendment to the permitted use standards.

Cadence Homes, is a local residential builder specializing in townhome development within the Dallas–Fort Worth Metroplex. The company emphasizes high-quality construction and innovative

design in its projects. Cadence Homes currently has townhome communities under construction in Allen, Northlake, Crowley, Irving, Prosper, Mesquite, and McKinney, demonstrating its established presence in the region.

Proposed Development Plans: The AMLI Treehouse development is comprised of many components, however, this request is specific to the fee-simple townhome units. There are no modifications proposed to the overall building or lot configuration, land use, unit counts, vehicular access or roadways, landscaping or open space, or parking for the project.

The amendment allows minor adjustments to the development standards and plans to accommodate a townhome product designed by Cadence Homes. The original development plans for this portion of the site were conceptual; the proposed design provides greater detail and reflects current market conditions and buyer expectations.

Permitted Uses: With this request, AMLI Residential is proposing a minor amendment to the permitted use standards in order to comply with the adopted Unified Development Code (UDC) as it relates to restaurants. The Town's previous zoning ordinance required a Special Use Permit (SUP) for all restaurant uses. The newly adopted UDC modified that requirement to only require an SUP for restaurants if they operate during late-night hours (past 11:00PM). To ease the burden on potential restaurants and to align with the UDC, the applicant is requesting this modification. No other modifications are proposed to the permitted uses within the project.

Floor Plan Mix: The proposed fee-simple townhomes will include two different floor plans with minor variations. The minor variations of the floor plan are related to the corresponding architectural features of the building facades. The floor plans will provide 2,200 square feet (30 units) and 2,100 square feet (26 units) of floor area.

That applicant is requesting to allow a decrease to the minimum floor area per unit from 2,000 square feet to 1,800 square feet and to allow administrative approval for minor adjustments of the approved floor plans, so long as the minimum floor area is achieved and the façade plan generally complies with the approved development plans. The applicant has proposed these modifications to the development standards to allow them flexibility, if needed, to meet market demand throughout the development process.

Building Facades: The nine fee-simple townhome buildings will include a total of 56 units. The buildings are comprised of four 5-plex structures, two 6-plex structures, and three 8-plex structures. All townhomes are 3 stories in height (43 feet at peak). Building articulation is achieved through vertical step back and projection of the building façade, material color changes, and the placement of projecting second floor balconies. More prominently sized windows are provided at the front façade and metal canopies are provided over the front doorway. Each townhome unit will have a small fenced in patio at the ground floor frontage. At the rear of the buildings, garage doors are provided at the ground floor.

Deviations that are included in this request is a reduction of the 90% minimum masonry materials per façade and expanding the allowed fencing material for private yards. The applicant proposes to use cedar-style fiber cement siding as accent elements on the front facades of the townhome units. Other materials proposed include brick and board and batten. Masonry still remains the primary building material for each façade, ranging from approximately 50-88%. Additionally, the applicant would like to allow alternative metal fencing materials that are appropriate and complementary to the development. Final material and design would be reviewed by Town staff during the Building Permit process.

Parking: This request does not include any modifications to the previously approved parking requirements or the parking depicted within the approved development plans. Each fee-simple townhome will include two enclosed garage spaces, plus 0.5 on-street visitor parking spaces per townhome unit.

Landscaping/Open Space and Trails: This request does not include any modifications to the previously approved landscape or open space requirements or the landscaping improvements depicted within the approved development plans. The new development plans provided additional detail regarding the proposed landscaping improvements for each townhome lot, which remains consistent with the original development plans. All landscaping, open space, and future public park improvement will be the responsibility of the multifamily developer, AMLI Residential.

Community Input: To allow appropriate community input, the developer team, AMLI Residential and Cadence Homes, hosted a neighborhood meeting on May 15, 2025. The neighborhood meeting included the adjacent neighborhoods, Towne Lake and Addison Timbers. Approximately 30 residents attended the event. Those residents in attendance responded positively to the proposed modifications, including the masonry percentage decrease and the second story balcony on the front façade. No concerns regarding the changes were *provided*.

In accordance with Town Ordinances and State Statutes, The Town also notified adjacent property owners (within 200 feet) and DISD. At the time of the Planning & Zoning Commission packet posting, staff has not received any input on the request.

RECOMMENDATION: **APPROVAL**

This proposed amendment meets the intent of the original Planned Developments for Phase I and Phase II and will allow the construction of additional fee-simple ownership housing in Addison. It was anticipated that minor adjustments to the fee-simple townhome units would be necessary following the selection of a builder as the original zoning request provided speculative units.

The proposed townhome units are aesthetically compatible with the remainder of the AMLI Treehouse development and the adjacent Addison Reserve Townhome project. The townhome developer, Cadence Homes, has a strong record of executing high-quality fee-simple housing within the Metroplex in an efficient manner.

Staff recommends approval of the request.

Case 1940-Z/AMLI Treehouse, Phase I Amendment

September 16, 2025

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of an amendment to Planned Development District (PD) Ordinance No. 022-25 to amend the permitted use and development standards and development plans to allow for the construction of 30 fee-simple townhome dwelling units, as presented.

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: Al Cioffi, 14867 Town Lake Circle
Against: none

AMLI RESIDENTIAL

5057 Keller Springs Rd, Suite 250
Addison, Texas 75001
Phone: 972.265.6759

August 15, 2025

Development Services – Town of Addison
Attn: Lesley Nyp, AICP, CNU-A
Director of Development & Neighborhood Services
16801 Westgrove Drive
Addison, TX 75254
Via email: lnyp@addisontx.gov

RE: AMLI TreeHouse – Development Plan Amendment – For-Sale Townhome Lots & Definitive Agreements

Dear Lesley:

I am submitting this letter to formally request the Development Plan Amendment associated with the 56 for-sale townhome lots within the AMLI Treehouse Phase 1 and Phase 2 mixed use community. This request pertains to modifications and or replacement of those plan sheets currently incorporated as Exhibit C to Ordinance No. O22-25, as amended and Exhibit C to Ordinance No. O25-035.

The amended plans for Buildings 3 – 7 and Buildings 17 – 20 are included as part of this submission and consist of the following:

- **Vicinity Site Plan**
  - Identifies the for-sale townhome building footprints in relation to the overall site, providing clear context for the to-be amended area.
- **Conceptual Landscape Plan**
  - Illustrates proposed landscaping within the boundaries of the for-sale townhome lots only. Note, there are no proposed changes to the approved landscaping on the HOA common lots as shown on AMLI's Phase 2 landscape plans.
  - Proposed revisions to the form standards include:
    - Private yard fencing to be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. The private yard fencing color shall be complementary to the overall development (e.g. black for the for-sale townhomes is complementary to the urbane bronze on AMLI's patios and balcony railing);
    - Note, all applicable tree mitigation obligations for these lots have already been fulfilled by AMLI and do not apply to the townhome developer.
- **Façade Plan**
  - Includes front, rear, and side elevations.
  - Clearly identify exterior materials with percentages provided. The minimum proposed masonry construction is 65%, a reduction from 90% however the materials are appropriate and complementary to the overall development. Note, we plan to address the reduced masonry percentage exclusively for the for-sale townhomes within the Master Development Agreement.
  - Proposed revisions to the form standards include:
    - Second floor balconies on the front façade.
- **Building Plans & Floor Plans**
  - Proposed revisions to the form standards include:

- Reduction of the Minimum Floor Area per Dwelling Unit to 1,800 square feet. Note, all currently submitted unit floor plans exceed 2,000 square feet, comfortably above the proposed minimum. We request additional language that the Director of Development may approve alternative floor plans so long as the floor plan meets the minimum square footage requirement and the façade generally complies with the approved Development Plans.

Beyond the proposed changes to the Townhome (Fee Simple) Form Standards, we request to change the Permitted Uses for the Restaurant to reflect the updated Unified Development Code that was adopted in March 2025 that will take effect on September 1st. As discussed, any Restaurant use that does not operate beyond 11:00 pm will not require an SUP. Further, we continue to meet the obligations as outlined in the Master Development Agreement, and it is our collective goal to finalize all Definitive Agreements by September 29th to be posted in the Council Agenda packet by October 8th.

Sincerely,

Robert Lapp

Robert Lapp
Vice President
AMLI Development Company

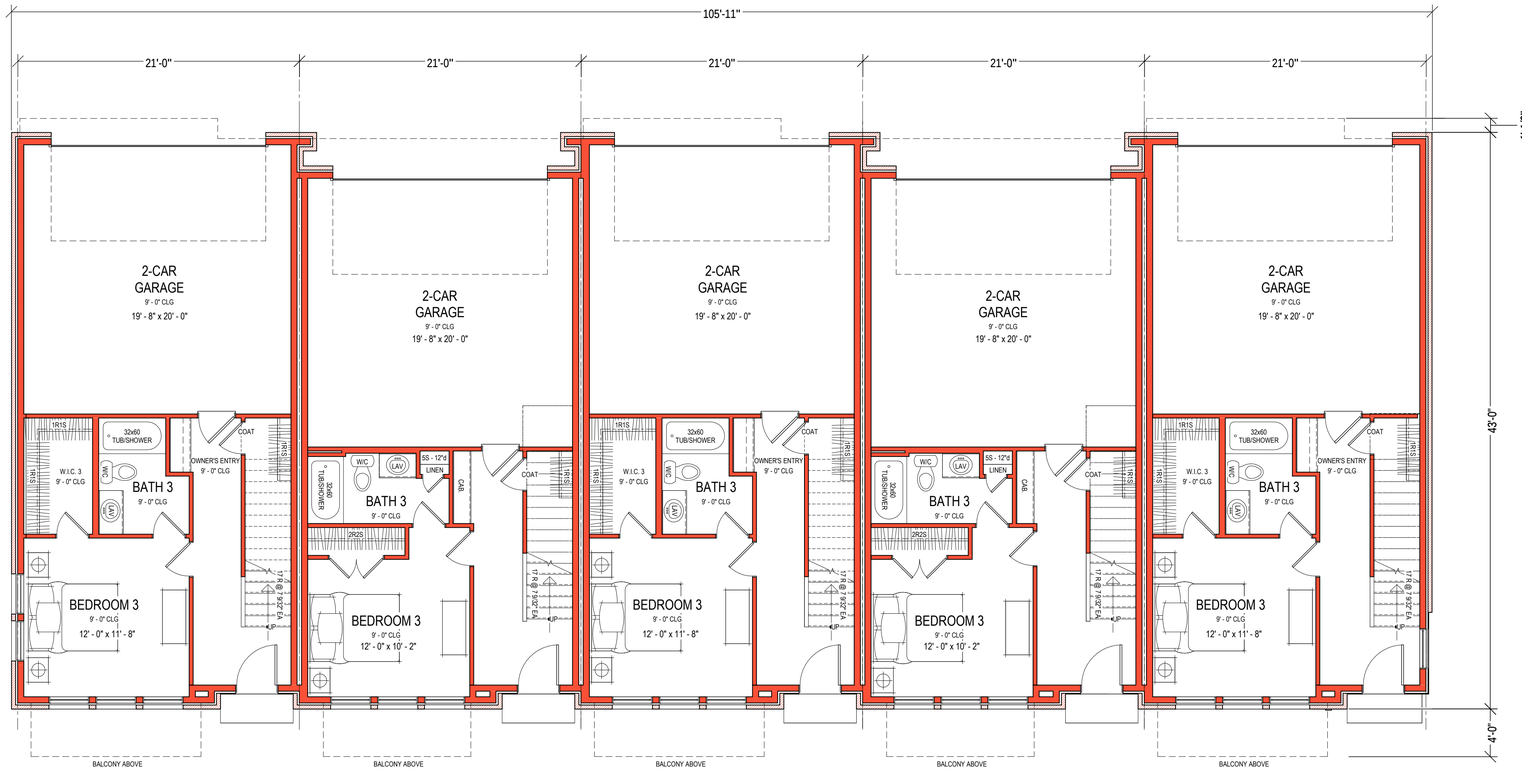


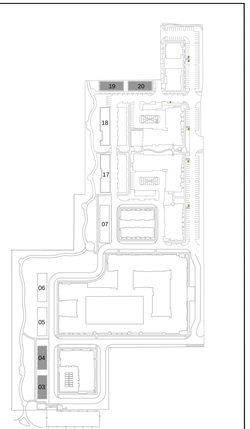
AMLI_TREEHOUSE

PN_8522139

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LandDesign.





KEY PLAN 02

FIRST FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20 — 01
SCALE: 3/16 = 1'-0"

THESE PLANS AND SPECIFICATIONS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS. © BSB DESIGN MAINTAINS OWNERSHIP OF SUCH AND ALL RIGHTS AND PRIVILEGES.



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ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC.
8255 COLEMAN BOULEVARD
FRISCO, TX 75034
469-294-0196
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APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

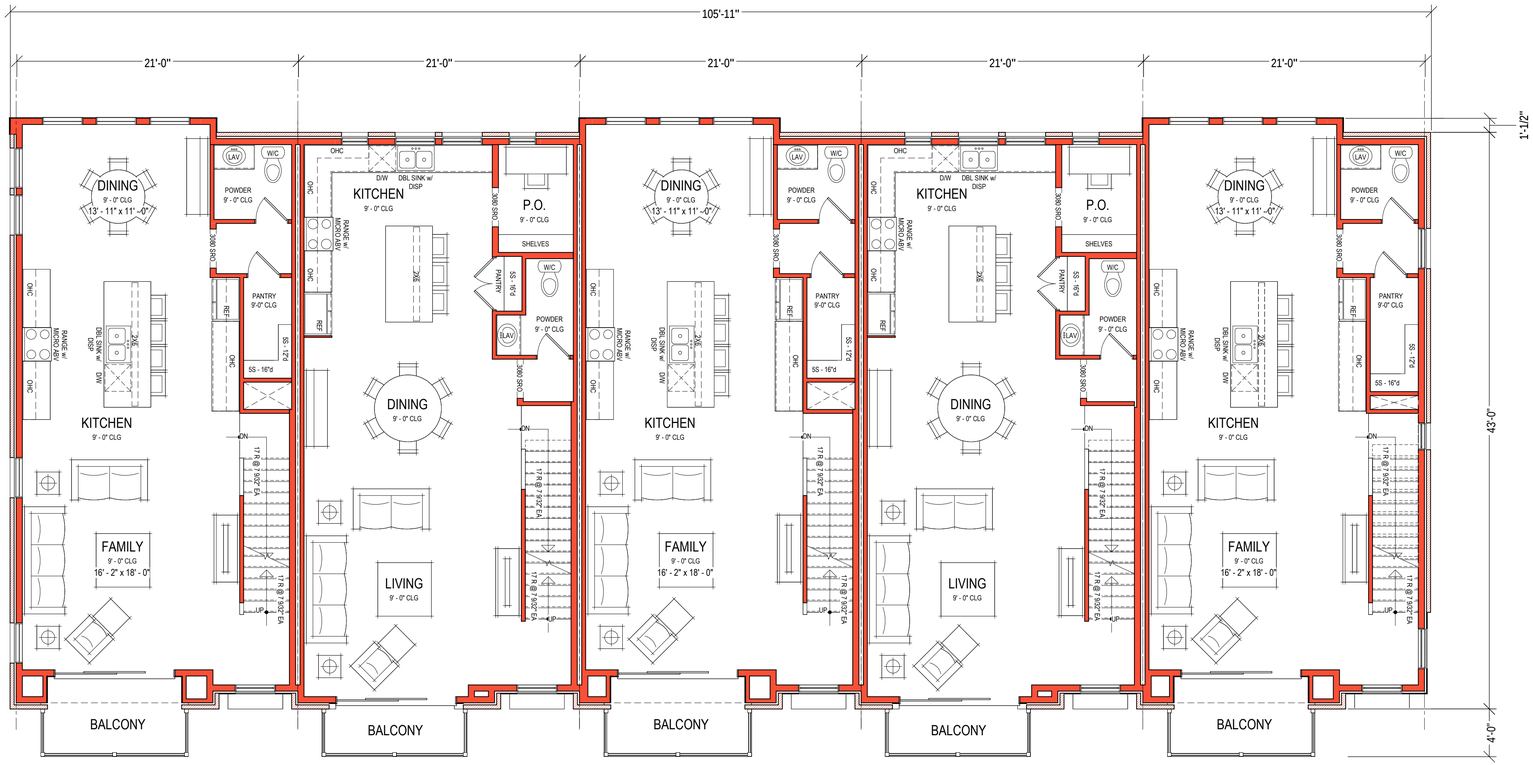
Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

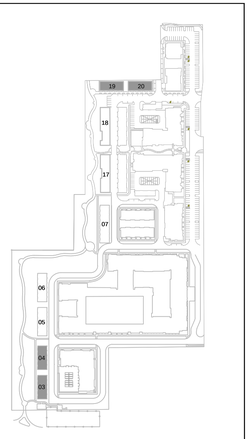
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A401



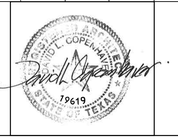


02

SECOND FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16 = 1'-0"

01

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CONSULTANT: Jonathan E Cooper
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PLANO, TX 75024
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Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

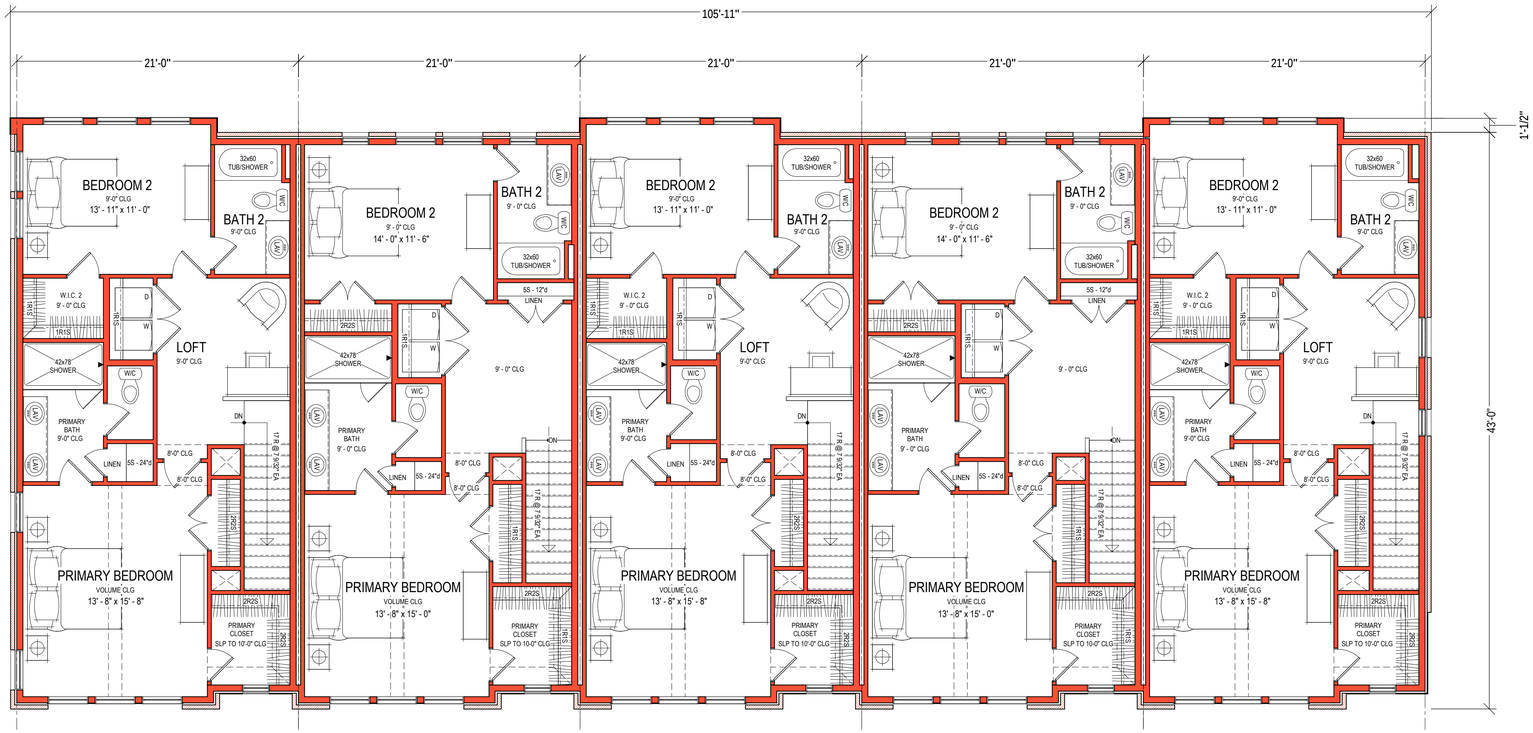
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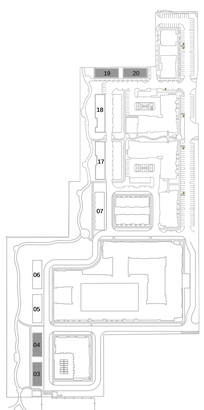
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A402





02

THIRD FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16 = 1'-0"

01

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DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
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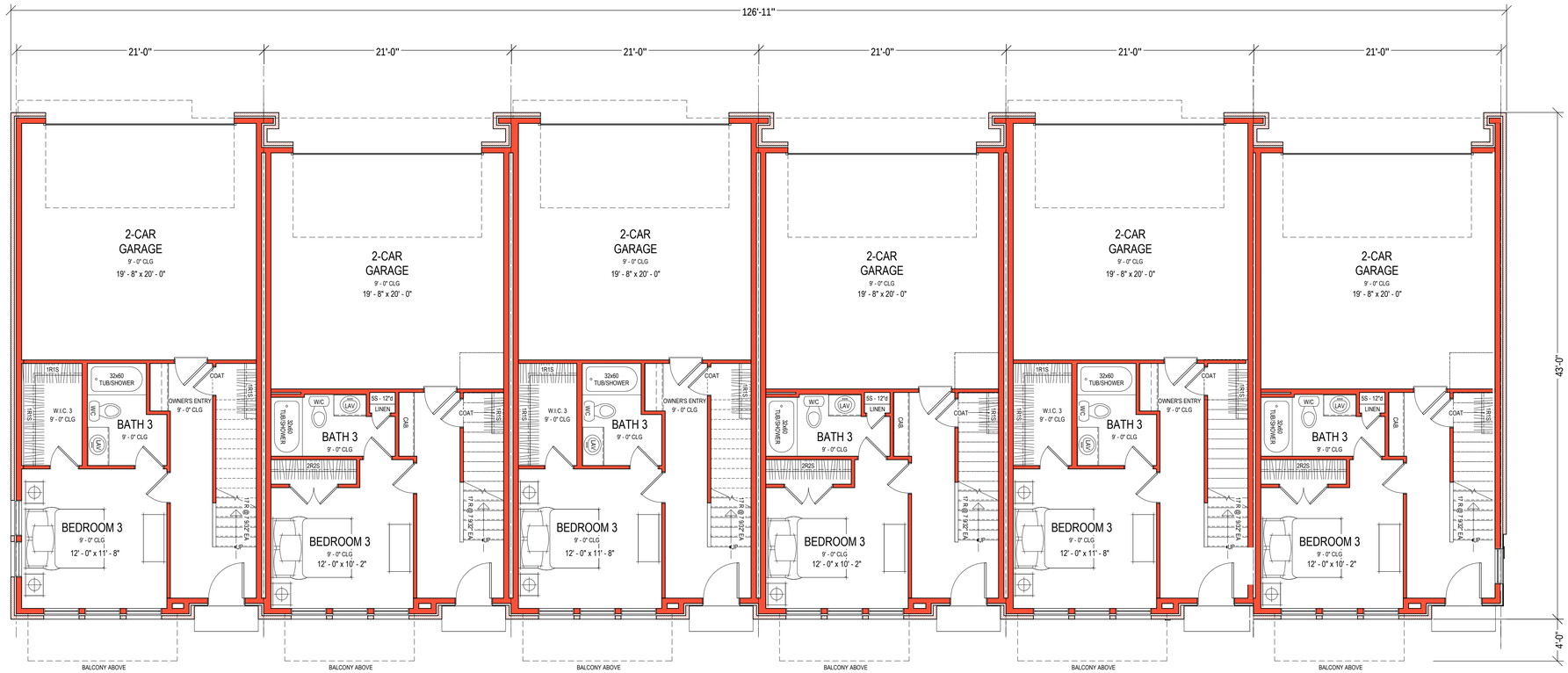
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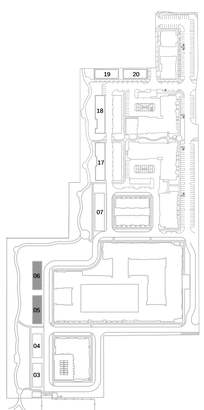
CADENCE TREEHOUSE TOWNHOMES
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Town Project Number: 1940-Z

A403





02

FIRST FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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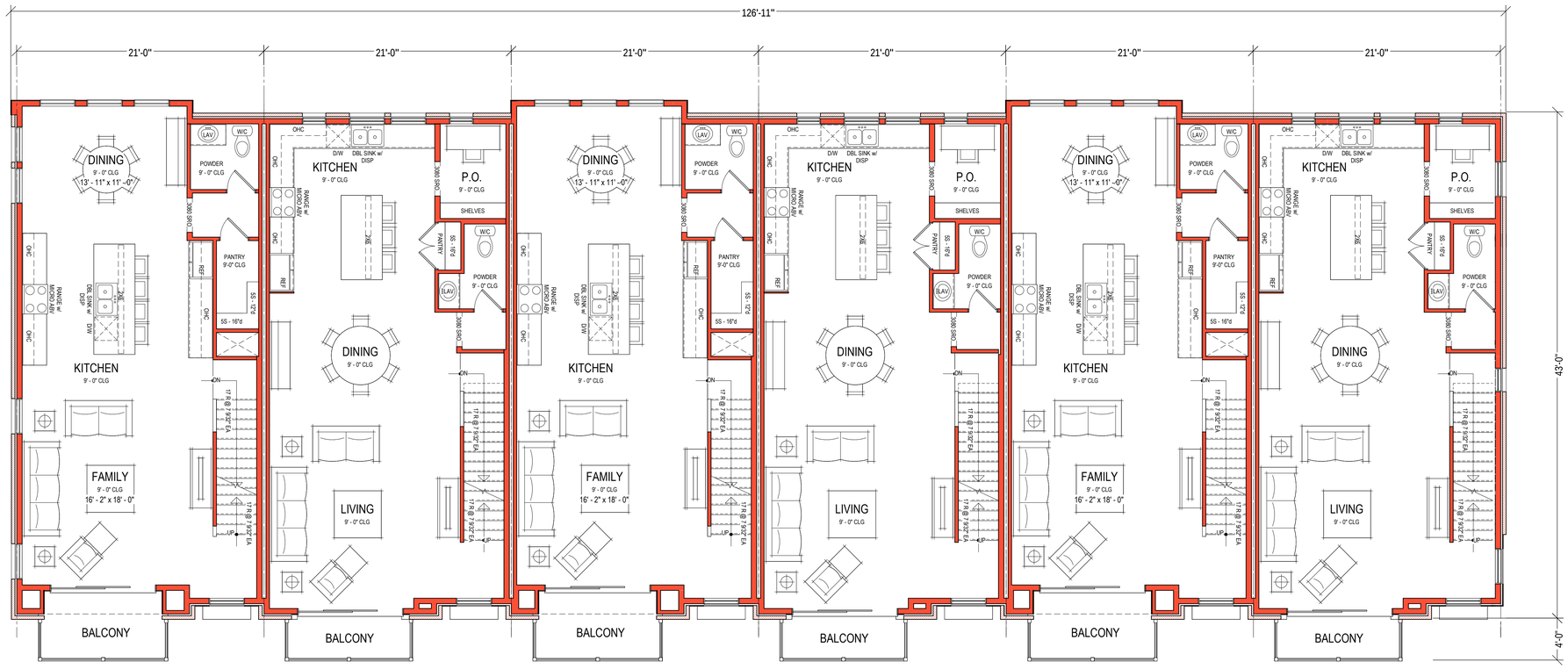
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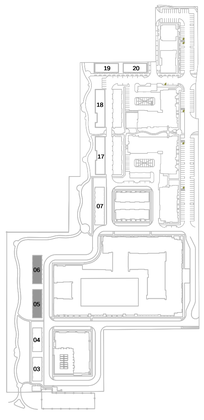
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A411





02

SECOND FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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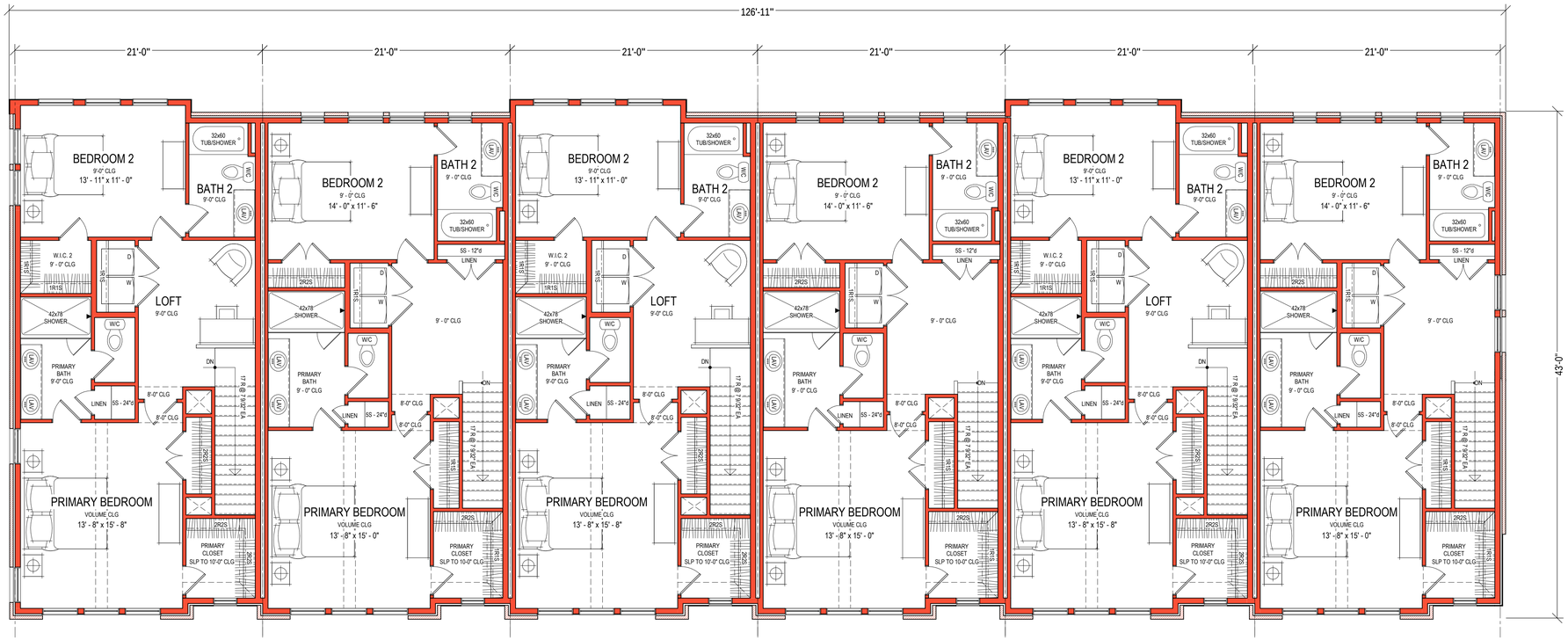
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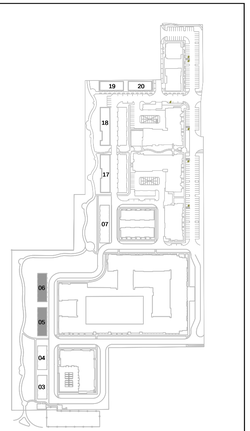
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A412





02

THIRD FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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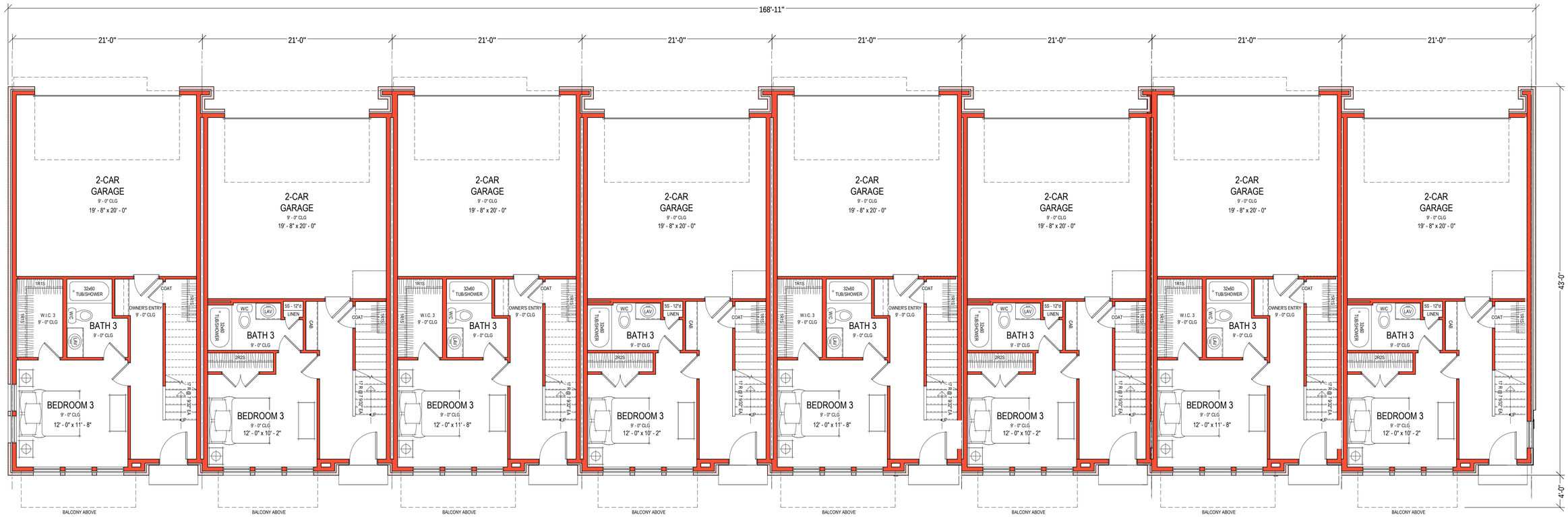
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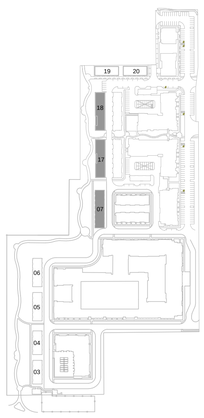
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A 56-unit TOWNHOMES DEVELOPMENT

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Town Project Number: 1940-Z

A413





02

FIRST FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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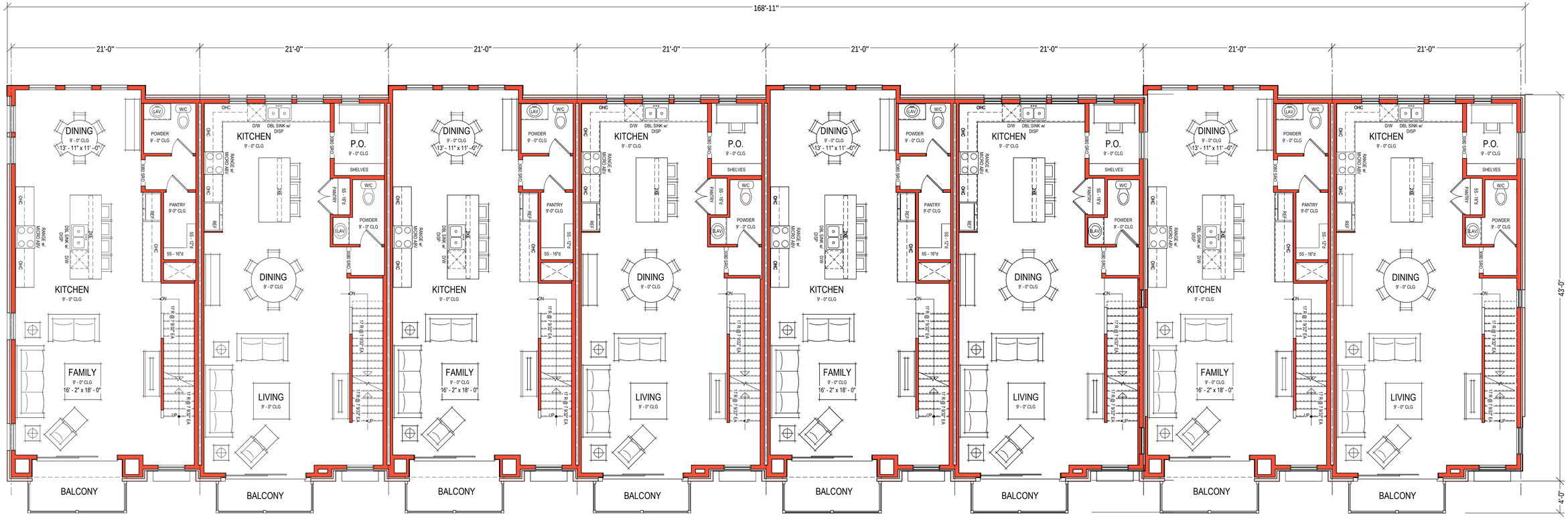
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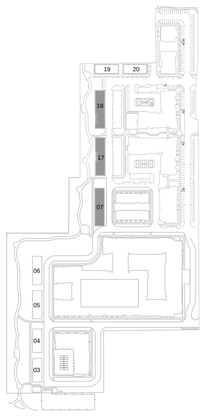
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A421

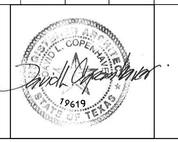




02

SECOND FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18 | 01
SCALE: 3/16 = 1'-0"

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ISSUE: FACADE PLAN

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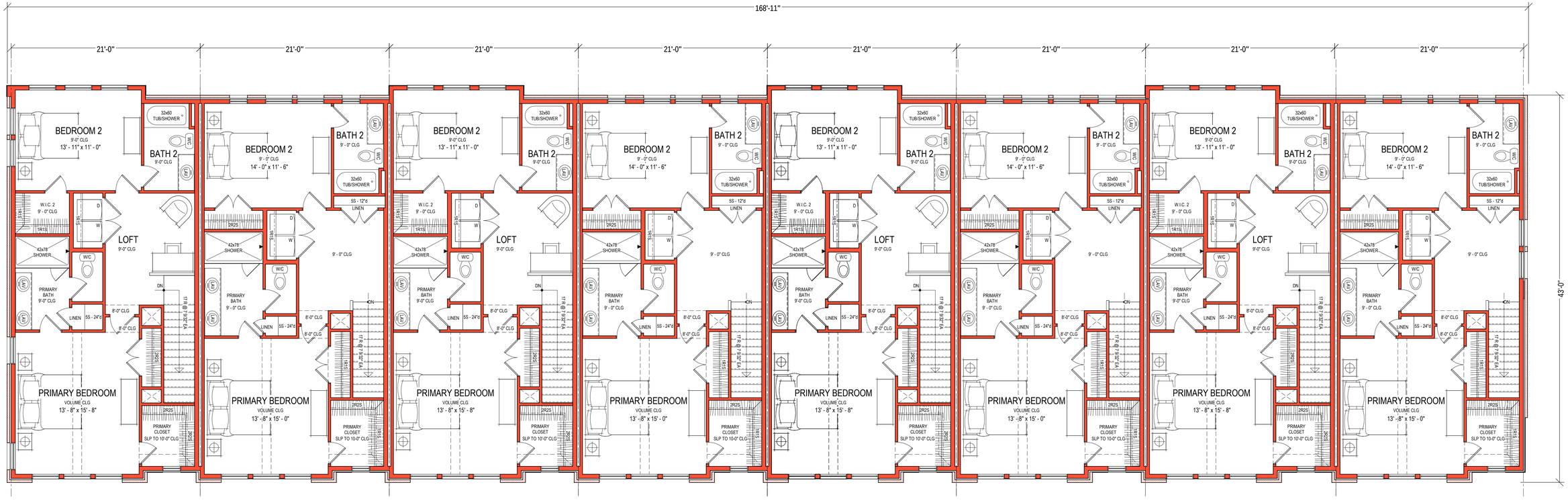
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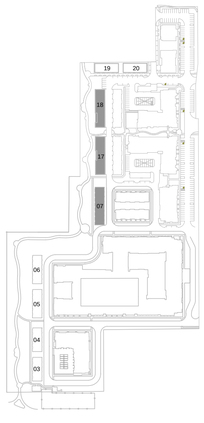
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A422





02

THIRD FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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ISSUE:
FACADE PLAN

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A423



REAR ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	560 SF	17.1%
MASONRY:	1,449 SF	44.0%
BOARD AND BATTEN HARDIE:	486 SF	14.8%
LAP SIDING HARDIE:	226 SF	6.9%
GLAZING:	573 SF	17.4%
TOTAL FAÇADE:	3,294 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	2,582 SF	78.4%

REAR ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 03
SCALE: 3/16 = 1'-0"

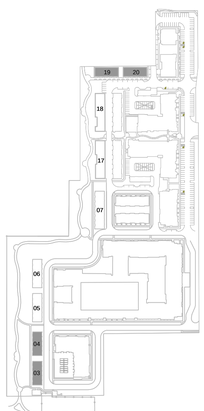
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FRONT ELEVATION - 5 PLEX

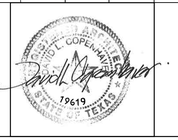
APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	48 SF	1.5%
MASONRY:	1,023 SF	31.9%
BOARD AND BATTEN HARDIE:	505 SF	15.8%
VERTICAL SIDING HARDIE:	497 SF	15.5%
GLAZING:	1,132 SF	35.3%
TOTAL FAÇADE:	3,205 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	2,203 SF	68.7%



02

FRONT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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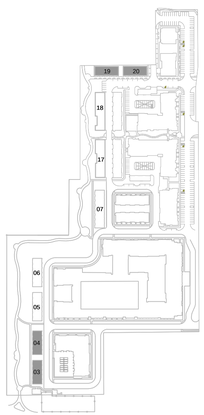
RIGHT ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 03
SCALE: 3/16 = 1'-0"

FACADE PLAN NOTES

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LEFT ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

02

LEFT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A405

REAR ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	672 SF	17.1%
MASONRY:	1,739 SF	44.0%
BOARD AND BATTEN HARDIE:	584 SF	14.8%
LAP SIDING HARDIE:	272 SF	6.9%
GLAZING:	688 SF	17.4%
TOTAL FAÇADE:	3,955 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	3,099 SF	78.4%



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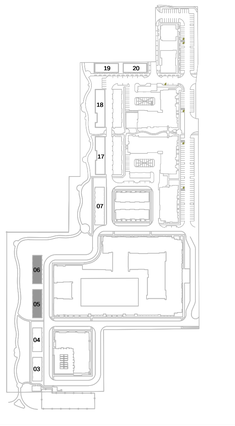
REAR ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

03

FRONT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	58 SF	1.5%
MASONRY:	1,228 SF	31.9%
BOARD AND BATTEN HARDIE:	606 SF	15.8%
VERTICAL SIDING HARDIE:	597 SF	15.5%
GLAZING:	1359 SF	35.3%
TOTAL FAÇADE:	3,848 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	2,648 SF	68.7%





02

FRONT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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CONSULTANT: Jonathan E Cooper
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JCooper@bowman.com

ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC.
8255 COLEMAN BOULEVARD
FRISCO, TX 75034
469-294-0196
Bruno@cadencehomestx.com

APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE 08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

Identified as Lots 5-9, 10X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1 and Lots 4-19, 20X, 21-15, 26X, and 27-21 of Block 1 of the Addison Treehouse Addition No. 2

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A414



RIGHT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

03

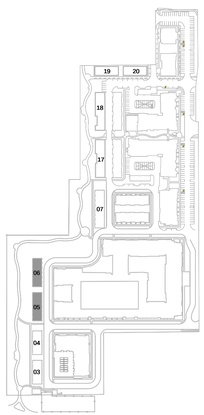
FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- All signage areas and locations are subject to approval by Development Services
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



LEFT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

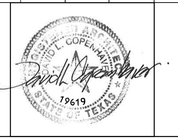


02

LEFT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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DATE
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ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A415



REAR ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

02

NOTE: Refer to page A425 for material takeoffs and calculations

FACADE PLAN NOTES

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02

FRONT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

01

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DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A424



RIGHT ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

03

FACADE PLAN NOTES

- This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
- All mechanical units shall be screened from public view as required by the Zoning Ordinance
- When permitted, exposed utility boxes and conduits shall be painted to match the building
- All signage areas and locations are subject to approval by Development Services
- Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official



LEFT ELEVATION - 8 PLEX

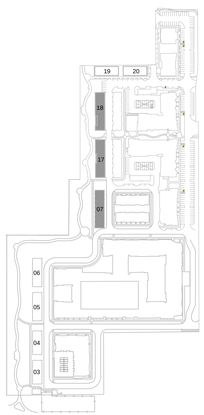
APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

REAR ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	896 SF	17.1%
MASONRY:	2,319 SF	44.0%
BOARD AND BATTEN HARDIE:	778 SF	14.8%
LAP SIDING HARDIE:	362 SF	6.9%
GLAZING:	917 SF	17.4%
TOTAL FAÇADE:	5,272 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	4,132 SF	78.4%

FRONT ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	77 SF	1.5%
MASONRY:	1,637 SF	31.9%
BOARD AND BATTEN HARDIE:	808 SF	15.8%
VERTICAL SIDING HARDIE:	796 SF	15.5%
GLAZING:	1812 SF	35.3%
TOTAL FAÇADE:	5,130 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	3,526 SF	68.7%



02

LEFT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

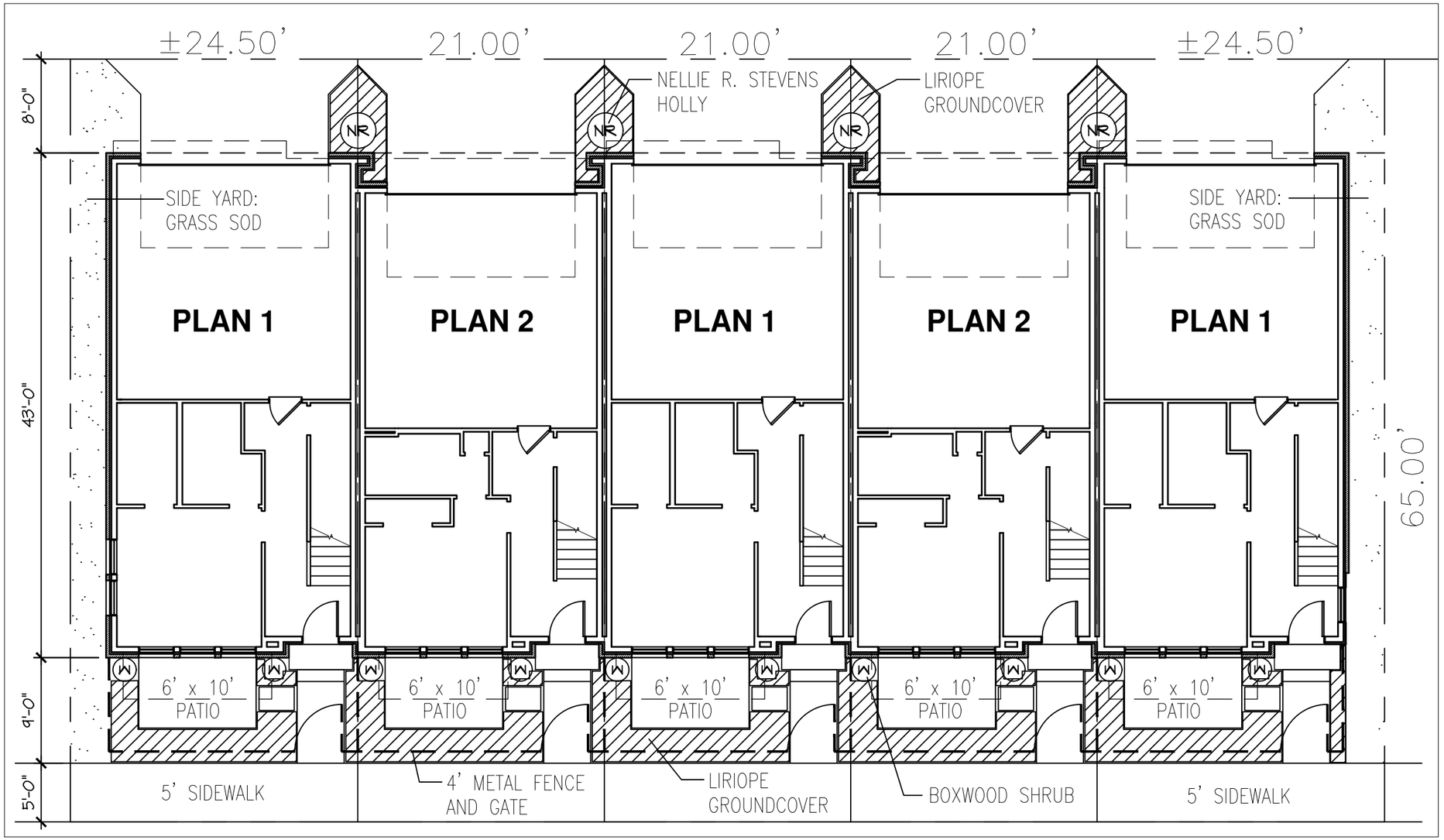
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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A425



Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
10	(W)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
462		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN

AMLI TREEHOUSE
BUILDING 3, LOTS 5-9
BUILDING 4, LOTS 11-15

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

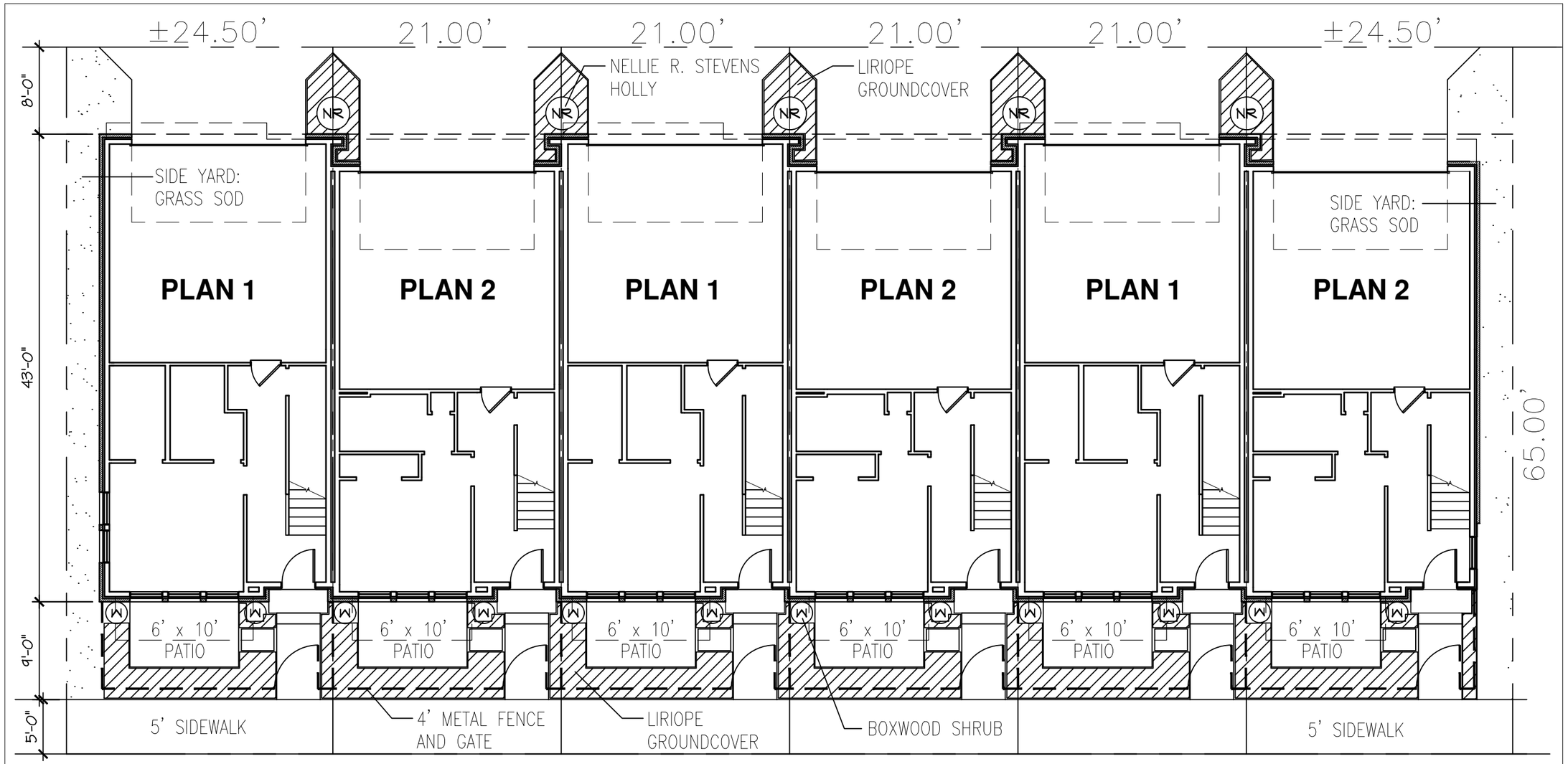
0 5 10 20

SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
12	(H)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12'-14' Ht./12'-14' spread, bushy, full to ground
5	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44'-48' Ht./28'-30' spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
560		LIRIOPE	Liriope spicata	1 Gallon @ 12' O.C., 8'-10' Ht./ 8'-10' spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 5, LOTS 17-22
BUILDING 6, LOTS 24-29

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

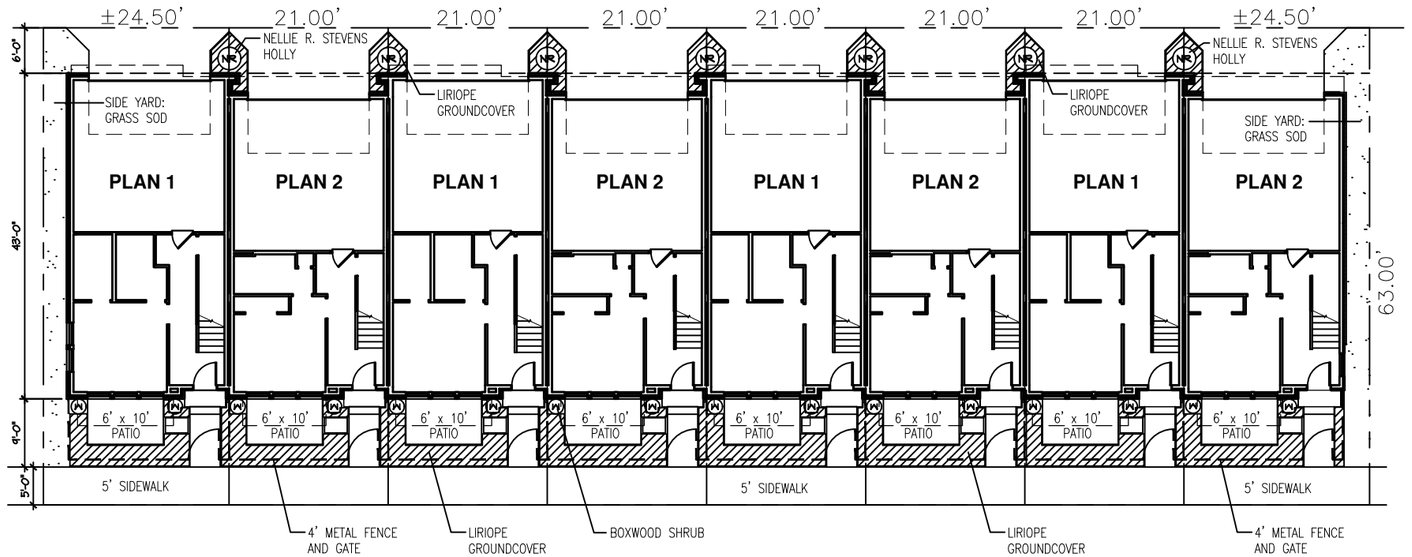
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SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 7

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
16	(M)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
7	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
595		LIRIOPE	Liriope spicata	4" POTS @ 12" O.C., 8"-10" Ht/ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 7, LOTS 30-37

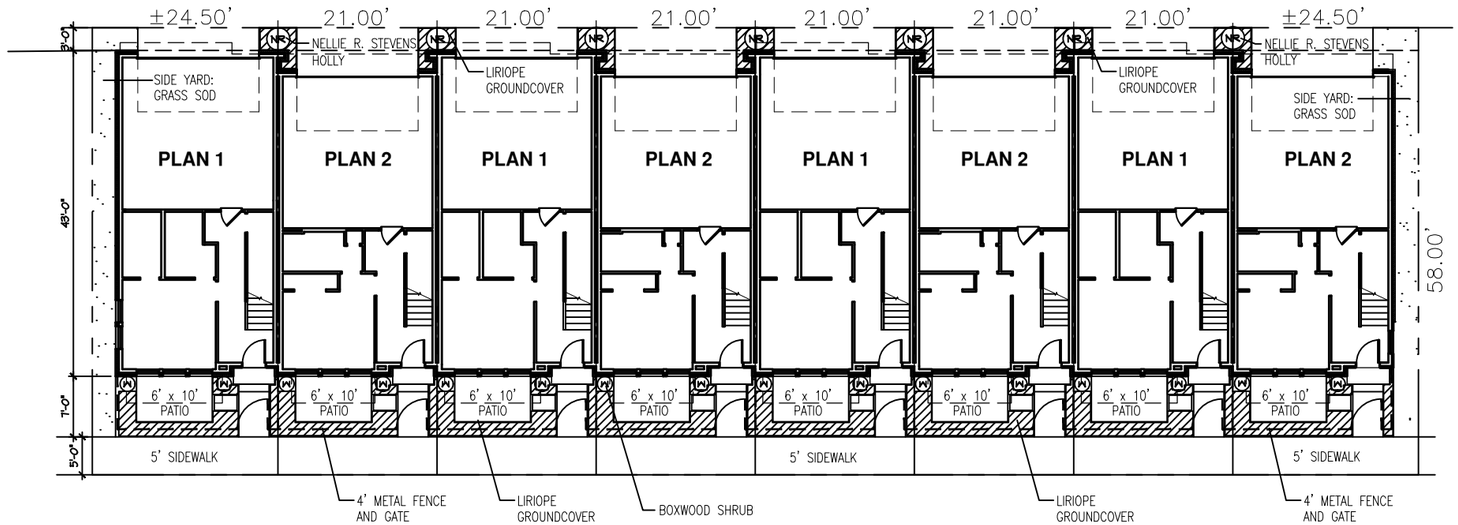
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NORTH
0 10 20 40
SCALE: 1" = 20'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDINGS 17 & 18

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
16	(M)	WINTERSGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12'-14" Ht./12'-14" spread, bushy, full to ground
7	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44'-48" Ht./28'-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
525		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8'-10" Ht/ 8'-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 17, LOTS 4-11
BUILDING 18, LOTS 12-19

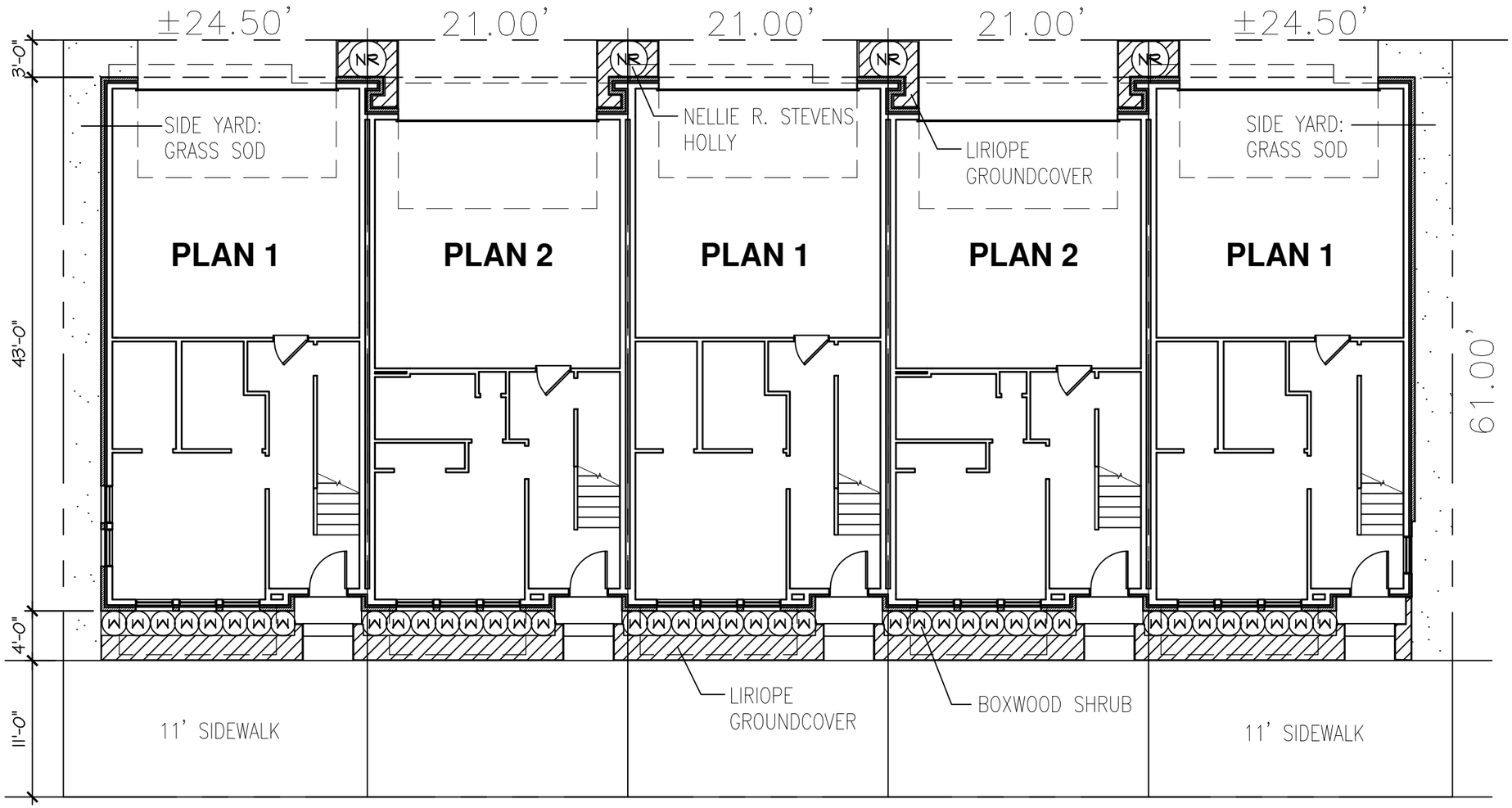
SCALE: 1" = 20'-0" @ TABLOID 11X17 SHEET

NORTH
0 10 20 40
SCALE: 1" = 20'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 19

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
40	(W)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
225		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 19, LOTS 21-25

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

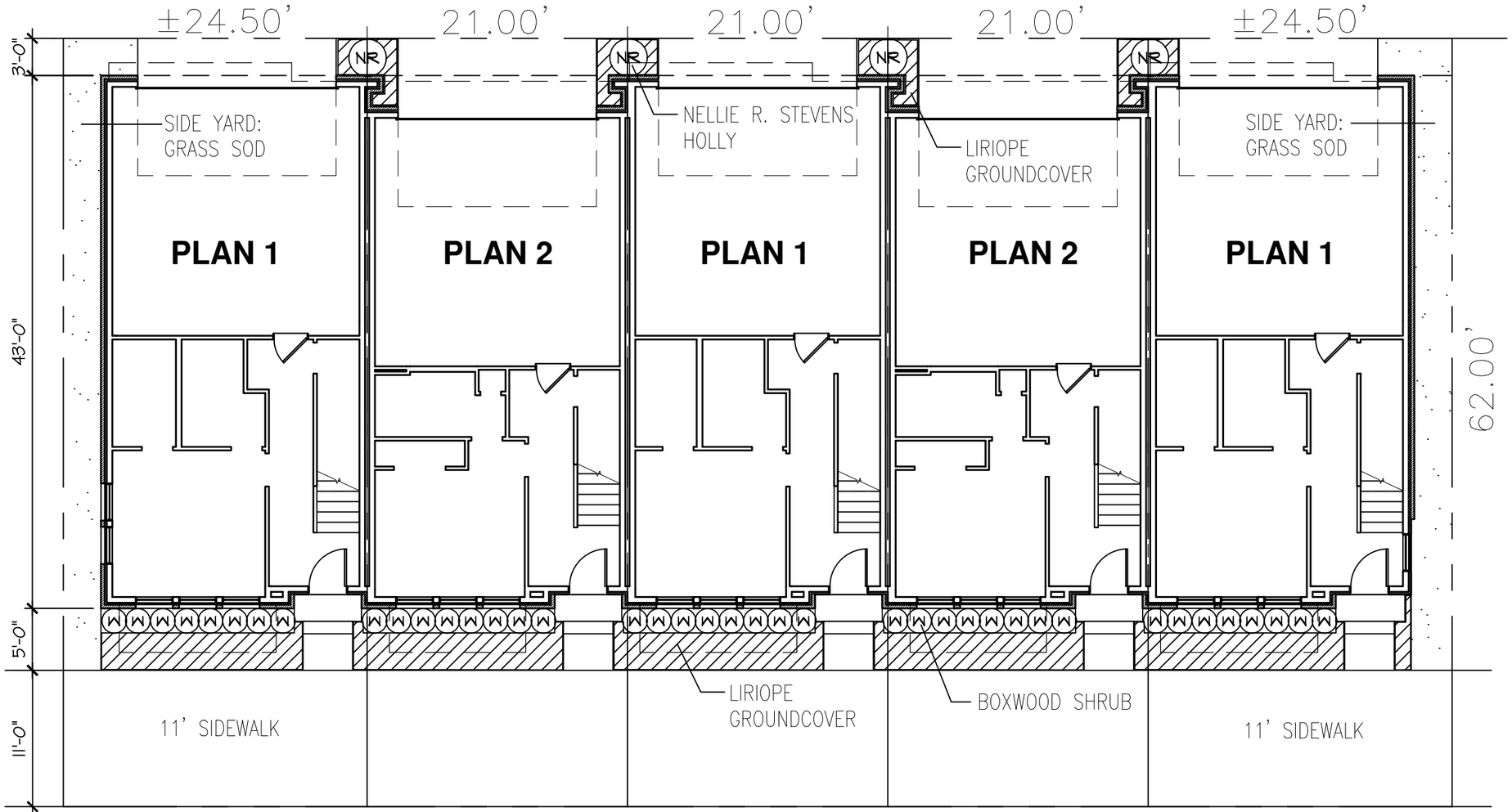
0 5 10 20

SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 20

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] *Floor Plan 1 - 2,200 SF (approximately)*

[2] *Floor Plan 2 - 2,100 SF (approximately)*

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
40	(N)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
275		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 20, LOTS 27-31

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

0 5 10 20

SCALE: 1" = 10'-0"

PLOT DATE 9/9/25

SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES

EXHIBIT B
PHASE I PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence Detached.

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Live/Work.

      i. The commercial use is limited to professional services such as accountants, architects, artisans, attorneys, computer and multimedia related professionals, consultants, engineers, hair stylists, insurance, real estate, athletic trainers, travel agents, one-on-one instructors, and similar occupations as may be approved by the Zoning Administrator provided that the use does not detract from, or pose a nuisance to, the adjacent uses.

      ii. Both the residential and commercial components of the Live/Work unit must be occupied by the same tenant.

   G. Office.

   H. Co-Working.

   I. Retail – as defined in the Residential Subdistrict Use Regulations for the Urban Center (UC) Zoning District.

   J. Restaurant (as defined within the Unified Development Code).

   K. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 419 dwelling units (405 stacked flat dwelling units and 14 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association**: A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 35 percent of the gross site area, as depicted in **Exhibit C**.

6. **Landscape Area (Overall Site)**:

   A. Minimum Landscape Area: 35 percent of the gross site area, as depicted in **Exhibit C**.

      Minimum Tree Plantings: New canopy tree plantings shall be a minimum of 4 caliper inches in diameter. Tree planting may be achieved in public open space, private open space, or common areas, and/or private yards.

      Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least 8 caliper inches in diameter, a replacement tree, of at least 6 caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch for inch basis.

      Alternative replacement and transplanted trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

   B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

   C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhoods to the west and north, shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. **Public Open Space**:

   A. Minimum Public Open Space: 3 acres, as depicted in **Exhibit C**.

   B. Redding Trail Extension: A 10 foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C**.

   C. Redding Trail Dog Park Extension: The Redding Trail Dog Park shall be extended and amenitized, as depicted in **Exhibit C**. Additional expansion of the dog park may be executed at the Town's option in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

   D. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptables, pedestrian lighting, and public art.

E. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental groundcover, and zoysia grass turf, or acceptable alternative.

F. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Future Street Connectivity: Street connectivity to adjacent properties to the north and south is not accommodated with the initial buildout of this development. As new development occurs, connections to perimeter streets within this development may occur, where approved or required by the Town. In order to promote compatible connections that limit cut through traffic, consideration of any new connection shall comply with the adopted long-range planning policy for this area.

C. Typical Street Section: Dimensional standards and typical components of the streets within this district are provided below. This list is all inclusive, however; some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C.**

i. Travel Lanes: Two, 12-foot travel lanes.

ii. Curb Parking Lanes: 8 feet, on each side of the street.

iii. Planting Strip: 5 feet, on each side of the street.

iv. Street Trees: One tree every 40 linear feet. Variation may be permitted by the Town where alternative designs can positively contribute to the overall aesthetics of the site.

v. Street Lighting: Uniformly spaced street lamps, achieving a minimum lighting of 2 footcandles along the streetscape. Plans shall be provided for Town review prior to commencement of construction.

vi. Sidewalk: 6 feet, on each side of the street.

9. Pavement Treatments: Enhanced pavement treatments will be provided at the retail frontage and at key pedestrian features throughout the development. This will be achieved through the use of pavers, as well as unique concrete treatments such as painting, staining, and patterned sawcuts.

10. Multifamily (Stacked Flat – Wrap Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 500 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 700 feet.

F. Minimum Building Setbacks:

i. Front Yard: 60 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 16 feet from the front of curb.

iii. Rear Yard: 16 feet from the front of curb.

iv. Existing Neighborhoods: 150 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height: This building transitions from 5 stories to 4 stories as depicted in **Exhibit C**. Maximum permitted heights at the building limits are:

i. Eastern Facade: 5 stories, 65 feet from top of foundation.

ii. Western Facade: 4 stories, 50 feet from top of foundation.

iii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of the east façade, and 35 percent of all other facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 80 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

J. Minimum Ground Floor Commercial Floor Area: 7,000 square feet comprising two, 3,500 square foot tenant spaces.

K. Minimum Ground Floor Commercial Floor Height: 13 feet floor to floor.

L. Required Ground Floor Commercial Activation:

i. Minimum Sidewalk Clear Area: 15 feet.

ii. Storefront Treatment: Storefronts will provide increased glazing to achieve a minimum of 50 percent glazing, as depicted in **Exhibit C.**

iii. Furnishings: One tenant space must be improved to accommodate a restaurant or café, providing a grease trap and appropriate building ventilation features. Permanent outdoor seating must be providing at the exterior of each commercial tenant space.

11. Multifamily (Stacked Flat – 3-Story Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 350 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 275 feet.

F. Minimum Building Setbacks:

i. Front Yard: 50 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 70 feet from the southern property boundary and 11 feet from the front of curb.

iii. Rear Yard: 15 feet from the front of curb.

iv. Existing Neighborhoods: 200 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height:

i. All Facades: 3 stories, 40 feet from top of foundation.

ii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of all facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 5 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 90 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area

of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

12. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:

i. Front Yard: 16 feet from the front of curb.

ii. Side Yard:
1. End Cap Dwelling Units: 16 feet from the front of curb.
2. All other units: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

i. Overhangs and balconies: 5 feet.

ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,900 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 5 feet.

13. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:

i. Front Yard: 6 feet from the back of sidewalk.

ii. Side Yard:

1. 3 feet and 20 feet separation between adjacent buildings.

2. All other lots: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

iii. Overhangs and Balconies: 5 feet.

iv. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Required Ground Floor Residential Activation: Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from the sidewalk or trail, that are a minimum depth of 5 feet.

14. Parking:

A. Minimum Off-Street Parking Requirements:

i. Multifamily (Stacked Flat and Live/Work): 1 space per bedroom.

ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iii. Townhome: 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iv. Office/Co-Working: 1 space per 300 square feet of floor area.

v. Retail: 1 space per 200 square feet of floor area.

vi. Restaurant: 1 space per 100 square feet of floor area.

B. Visitor Parking: All on-street parking spaces, exclusive of 31 reserved townhome visitor parking spaces and 10 reserved dog park parking spaces, shall be reserved for retail, visitor, and periodic convenience parking for multifamily residents. Use as long-term and overnight parking for tenants shall be prohibited and regulated by the property owner.

25 ground level parking spaces within the parking structure shall have unrestricted access for dog park, retail, and visitor parking use.

C. Bicycle Parking: 1 space for every 10 required off-street parking spaces, with at least

50 percent of provided spaces being accommodated within the interior of a structure.

D. Parking Structure Design: With the exception of the structure access points, the parking structure shall be fully wrapped and screened by the building.

E. Parking Structure Access: A minimum of two vehicle access points shall be provided and should be situated at opposite sides of the parking structure.

15. **Façade:** Building facades shall generally comply with the Development Plans depicted in Exhibit C and with the terms and conditions of the MOU and any subsequently executed development agreement.

16. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground mounted HVAC units, provided that said units are screened from view with hardscape or landscape features.

17. **Solid Waste and Recycling:** Solid Waste and recycling services shall be provided for this development. Dumpsters and compactors should be considered in the design of buildings and shall not be permitted as freestanding features within the site.

18. **Fencing:**

A. Perimeter Fence Adjacent to Existing Neighborhoods: Where existing neighborhood perimeter fence improvements are made as part of this project, maximum fence height shall be 8 feet, excluding any required retaining wall and up to a 6 inch gap at the base of the fence to allow for proper drainage conditions is permitted. Private gated access to the public open space from these properties is permitted.

B. Private Yard Fencing: Private yard fencing shall substantially comply with the conceptual site plan. Fencing shall not exceed 4 feet in height and shall be no more than 50 percent opaque and shall be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

19. **Sustainability:**

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging: A minimum of 30 electric vehicle charging stations will be provided for the project.

C. Public Art: Public art shall be provided in coordination with the Addison Arbor Foundation and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

20. **Unit Features:**

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

EXHIBIT B
PHASE I PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence Detached.

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Live/Work.

      i. The commercial use is limited to professional services such as accountants, architects, artisans, attorneys, computer and multimedia related professionals, consultants, engineers, hair stylists, insurance, real estate, athletic trainers, travel agents, one-on-one instructors, and similar occupations as may be approved by the Zoning Administrator provided that the use does not detract from, or pose a nuisance to, the adjacent uses.

      ii. Both the residential and commercial components of the Live/Work unit must be occupied by the same tenant.

   G. Office.

   H. Co-Working.

   I. Retail – as defined in the Residential Subdistrict Use Regulations for the Urban Center (UC) Zoning District.

   J. Restaurant (as defined within the Unified Development Code).~~(Special Use Permit (SUP) required).~~

   K. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 419 dwelling units (405 stacked flat dwelling units and 14 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association**: A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 35 percent of the gross site area, as depicted in **Exhibit C**.

6. **Landscape Area (Overall Site)**:

   A. Minimum Landscape Area: 35 percent of the gross site area, as depicted in **Exhibit C**.

      Minimum Tree Plantings: New canopy tree plantings shall be a minimum of 4 caliper inches in diameter. Tree planting may be achieved in public open space, private open space, or common areas, and/or private yards.

      Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least 8 caliper inches in diameter, a replacement tree, of at least 6 caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch for inch basis.

      Alternative replacement and transplanted trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

   B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

   C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhoods to the west and north, shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. **Public Open Space**:

   A. Minimum Public Open Space: 3 acres, as depicted in **Exhibit C**.

   B. Redding Trail Extension: A 10 foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C**.

   C. Redding Trail Dog Park Extension: The Redding Trail Dog Park shall be extended and amenitized, as depicted in **Exhibit C**. Additional expansion of the dog park may be executed at the Town's option in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

   D. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptables, pedestrian lighting, and public art.

E. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental groundcover, and zoysia grass turf, or acceptable alternative.

F. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Future Street Connectivity: Street connectivity to adjacent properties to the north and south is not accommodated with the initial buildout of this development. As new development occurs, connections to perimeter streets within this development may occur, where approved or required by the Town. In order to promote compatible connections that limit cut through traffic, consideration of any new connection shall comply with the adopted long-range planning policy for this area.

C. Typical Street Section: Dimensional standards and typical components of the streets within this district are provided below. This list is all inclusive, however; some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C.**

i. Travel Lanes: Two, 12-foot travel lanes.

ii. Curb Parking Lanes: 8 feet, on each side of the street.

iii. Planting Strip: 5 feet, on each side of the street.

iv. Street Trees: One tree every 40 linear feet. Variation may be permitted by the Town where alternative designs can positively contribute to the overall aesthetics of the site.

v. Street Lighting: Uniformly spaced street lamps, achieving a minimum lighting of 2 footcandles along the streetscape. Plans shall be provided for Town review prior to commencement of construction.

vi. Sidewalk: 6 feet, on each side of the street.

9. Pavement Treatments: Enhanced pavement treatments will be provided at the retail frontage and at key pedestrian features throughout the development. This will be achieved

through the use of pavers, as well as unique concrete treatments such as painting, staining, and patterned sawcuts.

10. Multifamily (Stacked Flat – Wrap Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 500 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 700 feet.

F. Minimum Building Setbacks:

i. Front Yard: 60 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 16 feet from the front of curb.

iii. Rear Yard: 16 feet from the front of curb.

iv. Existing Neighborhoods: 150 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height: This building transitions from 5 stories to 4 stories as depicted in **Exhibit C**. Maximum permitted heights at the building limits are:

i. Eastern Facade: 5 stories, 65 feet from top of foundation.

ii. Western Facade: 4 stories, 50 feet from top of foundation.

iii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of the east façade, and 35 percent of all other facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 80 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

J. Minimum Ground Floor Commercial Floor Area: 7,000 square feet comprising two, 3,500 square foot tenant spaces.

K. Minimum Ground Floor Commercial Floor Height: 13 feet floor to floor.

L. Required Ground Floor Commercial Activation:

i. Minimum Sidewalk Clear Area: 15 feet.

ii. Storefront Treatment: Storefronts will provide increased glazing to achieve a minimum of 50 percent glazing, as depicted in **Exhibit C.**

iii. Furnishings: One tenant space must be improved to accommodate a restaurant or café, providing a grease trap and appropriate building ventilation features. Permanent outdoor seating must be providing at the exterior of each commercial tenant space.

11. Multifamily (Stacked Flat – 3-Story Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 350 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 275 feet.

F. Minimum Building Setbacks:

i. Front Yard: 50 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 70 feet from the southern property boundary and 11 feet from the front of curb.

iii. Rear Yard: 15 feet from the front of curb.

iv. Existing Neighborhoods: 200 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height:

i. All Facades: 3 stories, 40 feet from top of foundation.

ii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of all facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 5 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 90 percent of the exterior facing dwelling units shall have a

projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

12. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:

i. Front Yard: 16 feet from the front of curb.

ii. Side Yard:
1. End Cap Dwelling Units: 16 feet from the front of curb.
2. All other units: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

i. Overhangs and balconies: 5 feet.

ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,900 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 5 feet.

13. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:

i. Front Yard: 6 feet from the back of sidewalk.

ii. Side Yard:

1. 3 feet and 20 feet separation between adjacent buildings.

2. All other lots: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

iii. Overhangs and Balconies: 5 feet.

iv. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: ~~2,200~~1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Required Ground Floor Residential Activation: Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from the sidewalk or trail, that are a minimum depth of 5 feet.

14. Parking:

A. Minimum Off-Street Parking Requirements:

i. Multifamily (Stacked Flat and Live/Work): 1 space per bedroom.

ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iii. Townhome: 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iv. Office/Co-Working: 1 space per 300 square feet of floor area.

v. Retail: 1 space per 200 square feet of floor area.

vi. Restaurant: 1 space per 100 square feet of floor area.

B. Visitor Parking: All on-street parking spaces, exclusive of 31 reserved townhome visitor parking spaces and 10 reserved dog park parking spaces, shall be reserved for retail, visitor, and periodic convenience parking for multifamily residents. Use as long-term and overnight parking for tenants shall be prohibited and regulated by the property owner.

25 ground level parking spaces within the parking structure shall have unrestricted access for dog park, retail, and visitor parking use.

C. Bicycle Parking: 1 space for every 10 required off-street parking spaces, with at least 50 percent of provided spaces being accommodated within the interior of a structure.

D. Parking Structure Design: With the exception of the structure access points, the parking structure shall be fully wrapped and screened by the building.

E. Parking Structure Access: A minimum of two vehicle access points shall be provided and should be situated at opposite sides of the parking structure.

15. **Façade:** Building facades shall generally comply with the Development Plans depicted in Exhibit C and with the terms and conditions of the MOU and any subsequently executed development agreement.

16. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground mounted HVAC units, provided that said units are screened from view with hardscape or landscape features.

17. **Solid Waste and Recycling:** Solid Waste and recycling services shall be provided for this development. Dumpsters and compactors should be considered in the design of buildings and shall not be permitted as freestanding features within the site.

18. **Fencing:**

A. Perimeter Fence Adjacent to Existing Neighborhoods: Where existing neighborhood perimeter fence improvements are made as part of this project, maximum fence height shall be 8 feet, excluding any required retaining wall and up to a 6 inch gap at the base of the fence to allow for proper drainage conditions is permitted. Private gated access to the public open space from these properties is permitted.

B. Private Yard Fencing: Private yard fencing shall substantially comply with the conceptual site plan. Fencing shall not exceed 4 feet in height and shall be no more than 50 percent opaque and shall be constructed of ~~ornamental iron~~durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

19. **Sustainability:**

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging: A minimum of 30 electric vehicle charging stations will be provided for the project.

C. Public Art: Public art shall be provided in coordination with the Addison Arbor Foundation and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

20. Unit Features:

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

ORDINANCE NO. O22-25

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING A 13.78+/- ACRE PROPERTY LOCATED ON THE WEST SIDE OF MIDWAY ROAD, APPROXIMATELY 1,000 FEET SOUTH OF BELTWAY DRIVE AND IMMEDIATELY NORTH OF THE REDDING TRAIL DOG PARK, FROM PLANNED DEVELOPMENT DISTRICT (PD) TO A NEW PLANNED DEVELOPMENT DISTRICT (PD) TO ALLOW FOR THE DEVELOPMENT OF 405 MULTIFAMILY DWELLING UNITS WITH PERMITTED GROUND FLOOR RETAIL, RESTAURANT, OFFICE, CO-WORKING, AND LIVE/WORK USES, 30 TOWNHOME FEE SIMPLE LOTS, 14 TOWNHOME RENTAL DWELLING UNITS, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS, THROUGH THE APPROVAL OF DEVELOPMENT PLANS AND STANDARDS.; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY ANDAN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on July 19, 2022 the Planning & Zoning Commission considered and made recommendations on Case No.1851-Z, being a request to rezone a 13.78+/- acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park (the "Property"), from Planned Development District (PD) to a new Planned Development District (PD) to allow for the development of 405 multifamily dwelling units with permitted ground floor retail, restaurant, office, co-working, and live/work uses, 30 townhome fee simple lots, 14 townhome rental dwelling units, and associated public and private open space and common areas, through the approval of development plans and standards (defined herein below); and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended so as to rezone the Property, said Property comprising all of Tracts A and B of the Office in the Park Addition, and all of Lot 1R, Block 1 of the Texas Tumbleweed Addition, and being further described in the legal descriptions on **Exhibit A** attached hereto, from Planned Development (PD) District to a new Planned Development (PD) District, subject to the following conditions:

A. Prior to the issuance of a Certificate of Occupancy for any phase of this development,that specific phase must demonstrate compliance with the Permitted Uses and Development Standards (the "Development Standards"), which are attached hereto as **Exhibit B** and made a part hereof for all purposes. and all public and private infrastructure and site amenities shall be installed in accordance with the DevelopmentPlans, which is comprised of a site plan, landscape plan, façade. and floor plans (the "Development Plans"), which are attached hereto as **Exhibit C** and made a part hereoffor all purposes.

B. The development shall comply with the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future definitive development agreement(s) between the Town and Developer concerning thedevelopment. Final execution of the foregoing agreement(s) in conformance with the MOU shall be a condition precedent for issuance of a building permit for the development.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms ofthis ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, onthis the ***9TH*** day of ***AUGUST 2022.***

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

APPROVED AS TO FORM:

Whitt L. Wyatt, City Attorney

Printed in the Dallas Morning News: Tuesday, August 16, 2022

TOWN OF ADDISON
ADDISON, TEXAS

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEING a tract of land out of the Thomas L. Chenoweth Survey, Abstract No. 273 and being part of the Office in the Park Addition, recorded in Volume 78118, Page 1 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and part of Lot 1R, Block 1 of the Texas Tumbleweed Addition (a Replat), recorded in Volume 96123, Page 2809 (D.R.D.C.T.), and also being part of a tract of land as described in a Special Warranty Deed with Vendor's Lien to 14671 – 14683 Midway Road, LP recorded in Instrument No. 201200038996 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and part of a tract of land as described in a General Warranty Deed to Habibollah Elahinejad, recorded in Instrument No. 20070094093 (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod with yellow cap stamped "TNP" (cap damaged) (controlling monument) at the northwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000052358 (O.P.R.D.C.T.) and the southwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000091189 (O.P.R.D.C.T.), same point being on the west right-of-way line of Midway Road (a variable width right-of-way) and the eastmost south line of said Office in the Park Addition and the north line of Tract Two of Littlebrook No. 1 Addition, recorded in Volume 77093, Page 2372 (D.R.D.C.T.), from which a found 5/8-inch iron rod with yellow cap stamped "TNP" (controlling monument), bears South 00 degrees 37 minutes 57 seconds East, a distance of 274.43 feet for the southwest corner of said Town of Addison tract (Instrument No. 202000052358);

THENCE South 89 degrees 09 minutes 27 seconds West (Plat = South 89 degrees 26 minutes 54 seconds West), along the eastmost south line of said Office in the Park Addition and the north line of said Tract Two, a distance of 417.97 feet to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Tract Two and at a re-entrant corner of said Office in the Park Addition;

THENCE South 00 degrees 33 minutes 27 seconds East (Plat = South 00 degrees 16 minutes 00 second East), along the west line of said Tract Two and the southmost east line of said Office in the Park Addition, passing at a distance of 269.63 feet a found 1/2-inch iron rod with yellow cap stamped "RLG INC", in all, a total distance of 275.00 feet (Plat = 275.00 feet) to a found 1/2-inch iron rod (controlling monument) for the southwest corner of said Tract Two and the southmost southeast corner of said Office in the Park Addition, same point being on the north line of a tract of land as described in a Deed to the Dallas Power and Light Company (100-foot right-of-way), recorded in Volume 4598, Page 130 (D.R.D.C.T.);

THENCE South 89 degrees 11 minutes 56 seconds West (Plat = South 89 degrees 26 minutes 54 seconds West), along the westmost south line of said Office in the Park Addition and the north line of said Dallas Power and Light Company tract, a distance of 433.74 feet (Plat = 429.72 feet) to a found 1/2-inch iron rod (controlling monument) for the southwest corner of said Office in the Park Addition and the southeast corner of Lot 54, Block F of Midway Meadows Addition, recorded in Volume 80068, Page 2077 (D.R.D.C.T.)

THENCE Departing the north line of said Dallas Power and Light Company tract, North 00 degrees 11 minutes 21 seconds West (Plat = North 00 degrees 08 minutes 39 seconds West), along the west line of said Office in the Park Addition, the east line of said Midway Meadows Addition and the east line of Revised Midway Meadows Addition (Replat of Part of Lot 19 and Lots 20 through 31, Block F), recorded in Volume 80127, Page 1612 (D.R.D.C.T.), passing at a distance of 5.21 feet a 1/2-inch iron rod with yellow cap stamped "RLG INC", in all, a total distance of 714.89 feet (Plat = 715.17 feet) to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Office in the Park Addition and at an angle point on the east line of said Revised Midway Meadows Addition, same point being the southwest corner of Lot 55 of Towne Lake Addition, recorded in Volume 97003, Page 1033 (D.R.D.C.T.);

THENCE Departing the east line of said Revised Midway Meadows Addition, North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 55 minutes 31 seconds East), along the north line of said Office in the Park Addition and the south line of said Towne Lake Addition, passing at a distance of 39.67 feet the common south corner of said Lot 55 and Lot 56 of said Towne Lake Addition, from which a found 1/2-inch iron rod with yellow cap (cap illegible) bears North 00 degrees 12 minutes 58 seconds East, a distance of 0.54 feet, thenceforth continuing along the north line of said Office in the Park Addition and the south line of said Towne Lake Addition, passing at a distance of 118.67 feet a 1/2-inch iron rod with yellow cap stamped "PACHECO KOCH" for the common south corner of Lots 58 and 59 of said Towne Lake Addition, in all, a total distance of 276.38 feet to the southeast corner of Lot 63 of said Towne Lake Addition and the southwest corner of aforementioned Lot 1R, Block 1 of The Texas Tumbleweed Addition, from which a 5/8-inch iron rod with yellow cap stamped "D C & A RPLS 3935" bears South 89 degrees 47 minutes 02 seconds West, a distance of 0.44 feet;

THENCE Departing the north line of said Office in the Park Addition, North 00 degrees 14 minutes 14 seconds East (Plat = North 00 degrees 57 minutes 31 seconds East), along the west line of said Lot 1R, Block 1 and the east line of said Towne Lake Addition, a distance of 248.57 feet (Plat = 247.37 feet) to a set 1/2-inch iron rod with green cap stamped "BOWMAN PROP COR" at the northwest corner of said Lot 1R, Block 1 and at a re-entrant corner on the east line of said Towne Lake Addition;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the east line of said Town Lake Addition, passing at a distance of 50.14 feet a found mag nail in concrete for an angle point on the east line of said Towne Lake Addition, continuing along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of Midway Square Addition, recorded in Volume 93252, Page 3095 (D.R.D.C.T.), a distance of 397.62 feet (Plat = 397.62 feet) to an ell corner on said north line of Lot 1R, Block 1 and at a re-entrant corner on the said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found mag nail bears South 25 degrees 45 minutes 10 seconds East, a distance of 0.59 feet;

THENCE South 00 degrees 12 minutes 58 seconds East (Plat = South 00 degrees 31 minutes 35 seconds West), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 218.56 feet (Plat = 217.36 feet) to a re-entrant corner on said north line of Lot 1R, Block 1 and at an ell corner on said south line of Lot 1, Block 1 of

said Midway Square Addition, from which a found "X" cut in concrete bears North 32 degrees 29 minutes 26 seconds East, a distance of 1.05 feet;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 168.39 feet (Plat = 169.02 feet) to a re-entrant corner on said north line of Lot 1R, Block 1 and an ell corner on said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found 1/2-inch iron rod with red cap stamped "KERN INC 4887" bears South 29 degrees 42 minutes 47 seconds East, a distance of 0.98 feet and a found 1/2-inch iron rod bears North 09 degrees 23 minutes 40 seconds East, a distance of 0.62 feet;

THENCE North 00 degrees 12 minutes 58 seconds West (Plat = North 00 degrees 31 minutes 35 seconds East), along the along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, a distance of 8.17 feet (Plat = 8.17 feet) to an ell corner on said north line of Lot 1R, Block 1 and a re-entrant corner on said south line of Lot 1, Block 1 of said Midway Square Addition, from which a found 1/2-inch iron rod with yellow cap stamped "RPLS 4857" bears North 06 degrees 39 minutes 36 seconds East, a distance of 0.59 feet;

THENCE North 89 degrees 47 minutes 02 seconds East (Plat = South 89 degrees 28 minutes 25 seconds East), along the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, passing at a distance of 1.06 feet a found 1/2-inch iron rod with red cap (cap illegible & damaged), in all, a total distance of 1.92 feet to a found 1/2-inch iron rod with blue cap stamped "TNP INC ESMT" for the northwest corner of a tract of land as described in a Right-of-Way Deed to the Town of Addison, recorded in Instrument No. 202000040012 (O.P.R.D.C.T.) and being on the west right-of-way line of aforementioned Midway Road, from which a found 1/2-inch iron rod bears North 62 degrees 38 minutes 05 seconds East, a distance of 0.10 feet and a found 1/2-inch iron rod with blue cap stamped "TNP INC ESMT" bears North 89 degrees 47 minutes 02 seconds East, a distance of 11.19 feet for the northeast corner of said Town of Addison tract;

THENCE Departing the north line of said Lot 1R, Block 1 and the south line of Lot 1, Block 1 of said Midway Square Addition, South 00 degrees 37 minutes 57 seconds East, along the west line of said Town of Addison tract and the west right-of-way line of said Midway Road, passing at a distance of 38.17 feet a found "X" on a gas meter being situated on the south line of said Lot 1R, Block 1 and the north line of aforementioned Office in the Park Addition, with said point also being at the southwest corner of said Town of Addison tract and the northwest corner of aforementioned Town of Addison tract (Instrument No. 202000091189), thenceforth continuing along the west line of said Town of Addison tract (Instrument No. 202000091189) and the west right-of-way line of said Midway Road, in all, a total distance of 469.08 feet to the **POINT OF BEGINNING**, and **CONTAINING** 13.61 Acres or 592,620 Square Feet of land more or less.

EXHIBIT A

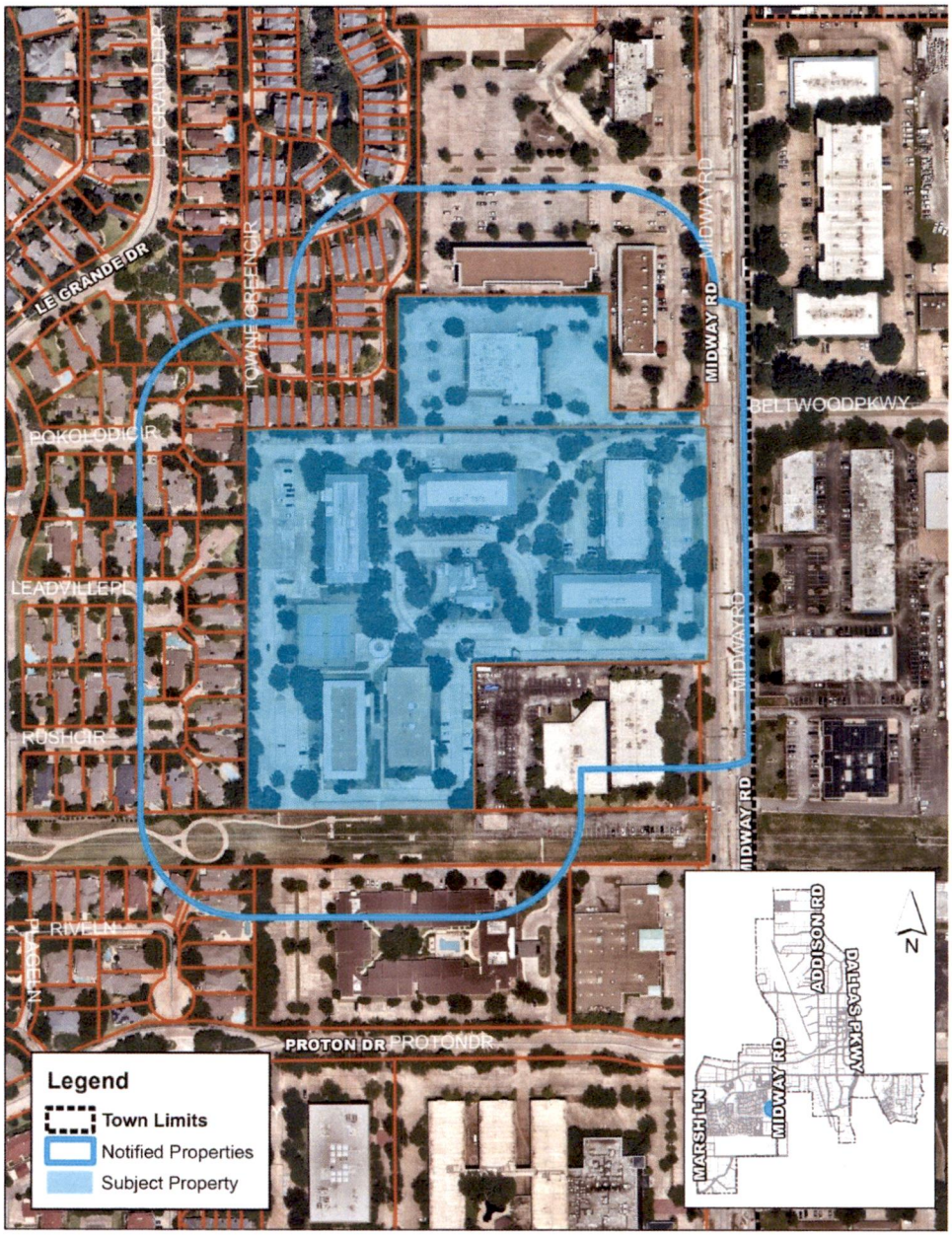

LE GRANDE DR
TOWNE GREEN CIR
MIDWAY RD
BELTWOODPKWY
POKOLODI CIR
LEADVILLE DR
RUSH CIR
RIVELN
PROTON DR
Legend
Town Limits
Notified Properties
Subject Property
N
ADDISON RD
DALLAS PKWY
MIDWAY RD
MARSH LN

EXHIBIT A

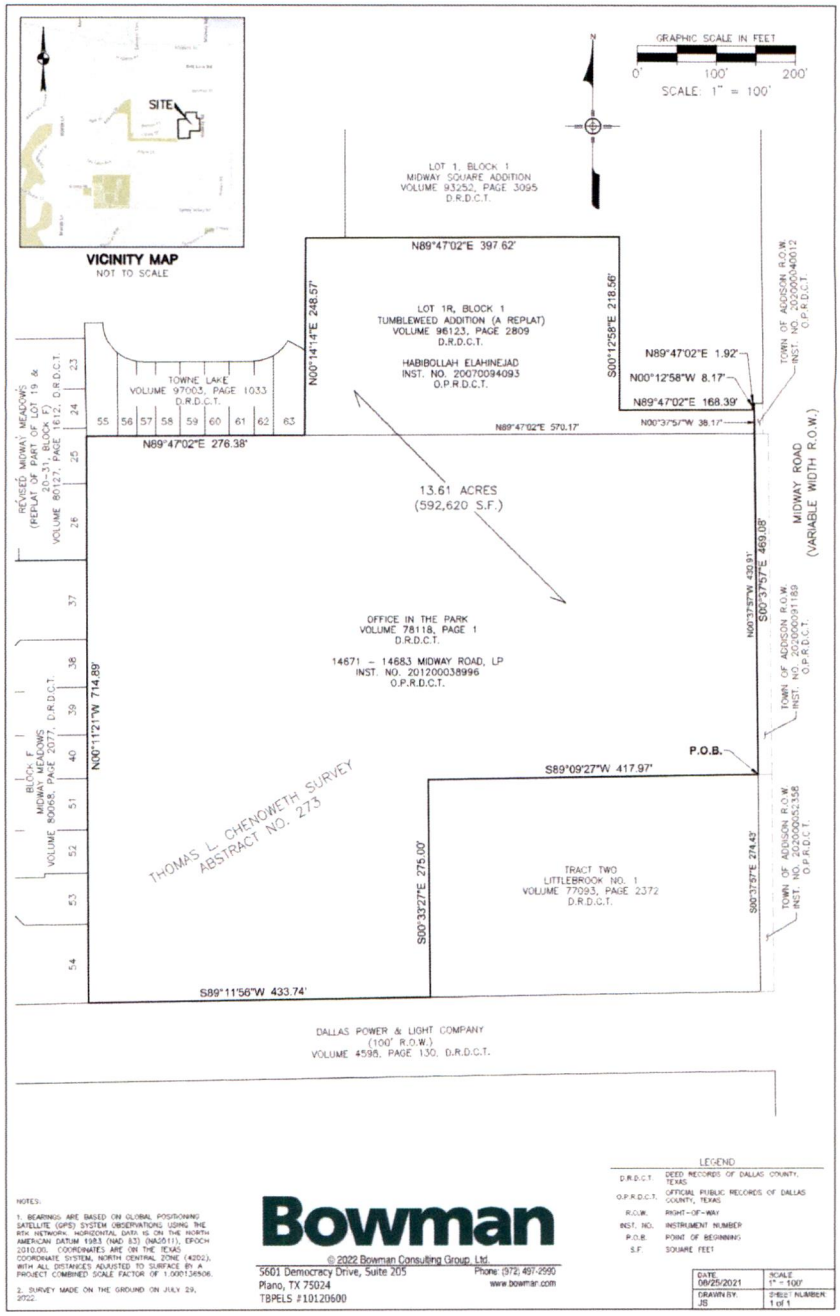

SITE
VICINITY MAP
NOT TO SCALE
N
GRAPHIC SCALE IN FEET
0'
100'
200'
SCALE: 1" = 100'
LOT 1, BLOCK 1
MIDWAY SQUARE ADDITION
VOLUME 93252, PAGE 3095
D.R.D.C.T.
N89°47'02"E 397.62'
N00°14'14"E 248.57'
LOT 1R, BLOCK 1
TUMBLEWEED ADDITION (A REPLAT)
VOLUME 96123, PAGE 2809
D.R.D.C.T.
HABIBOLLAH ELAHINEJAD
INST. NO. 20070094093
O.P.R.D.C.T.
S00°12'58"E 218.56'
N89°47'02"E 1.92'
N00°12'58"W 8.17'
N89°47'02"E 168.39'
N89°47'02"E 570.17'
N00°37'57"W 38.17'
TOWN OF ADDISON R.O.W.
INST. NO. 20200406012
O.P.R.D.C.T.
TOWNE LAKE
VOLUME 97005, PAGE 1033
D.R.D.C.T.
55 56 57 58 59 60 61 62 63
N89°47'02"E 276.38'
REVISED MIDWAY MEADOWS
(REPLAT OF PART OF LOT 19 &
20-31, BLOCK F)
VOLUME 80127, PAGE 1612, D.R.D.C.T.
23 24 25 26
13.61 ACRES
(592,620 S.F.)
MIDWAY ROAD
(VARIABLE WIDTH R.O.W.)
OFFICE IN THE PARK
VOLUME 78118, PAGE 1
D.R.D.C.T.
14671 - 14683 MIDWAY ROAD, LP
INST. NO. 201200038996
O.P.R.D.C.T.
N00°37'57"W 430.91'
S00°37'57"E 469.08'
TOWN OF ADDISON R.O.W.
INST. NO. 20200209111169
O.P.R.D.C.T.
N00°11'21"W 714.89'
BLOCK F
MIDWAY MEADOWS
VOLUME 80065, PAGE 2377, D.R.D.C.T.
37 38 39 40 51 52 53 54
P.O.B.
S89°09'27"W 417.97'
THOMAS L. CHENOWETH SURVEY
ABSTRACT NO. 273
TRACT TWO
LITTLEBROOK NO. 1
VOLUME 77093, PAGE 2372
D.R.D.C.T.
S00°33'27"E 275.00'
S00°37'57"E 274.43'
TOWN OF ADDISON R.O.W.
INST. NO. 20200052358
O.P.R.D.C.T.
S89°11'56"W 433.74'
DALLAS POWER & LIGHT COMPANY
(100' R.O.W.)
VOLUME 4598, PAGE 130, D.R.D.C.T.
LEGEND
D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
R.O.W. RIGHT-OF-WAY
INST. NO. INSTRUMENT NUMBER
P.O.B. POINT OF BEGINNING
S.F. SQUARE FEET
NOTES:
1. BEARINGS ARE BASED ON GLOBAL POSITIONING SATELLITE (GPS) SYSTEM OBSERVATIONS USING THE RTK NETWORK. HORIZONTAL DATA IS ON THE NORTH AMERICAN DATUM 1983 (NAD 83) (NA2011) EPOCH 2010.00. COORDINATES ARE ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), WITH ALL DISTANCES ADJUSTED TO SURFACE BY A PROJECT COMBINED SCALE FACTOR OF 1.000136506.
2. SURVEY MADE ON THE GROUND ON JULY 29, 2022.
Bowman
© 2022 Bowman Consulting Group, Ltd.
5601 Democracy Drive, Suite 205
Plano, TX 75024
TBPELS #10120600
Phone: (972) 497-2990
www.bowman.com
DATE 08/25/2021
SCALE 1" = 100'
DRAWN BY JS
SHEET NUMBER 1 of 1

EXHIBIT B

PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence Detached.

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Live/Work.

      i. The commercial use is limited to professional services such as accountants, architects, artisans, attorneys, computer and multimedia related professionals, consultants, engineers, hair stylists, insurance, real estate, athletic trainers, travel agents, one-on-one instructors, and similar occupations as may be approved by the Zoning Administrator provided that the use does not detract from, or pose a nuisance to, the adjacent uses.

      ii. Both the residential and commercial components of the Live/Work unit must be occupied by the same tenant.

   G. Office.

   H. Co-Working.

   I. Retail – as defined in the Residential Subdistrict Use Regulations for the Urban Center (UC) Zoning District.

   J. Restaurant (Special Use Permit (SUP) required).

   K. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 419 dwelling units (405 stacked flat dwelling units and 14 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association**: A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 35 percent of the gross site area, as depicted in **Exhibit C**.

6. **Landscape Area (Overall Site)**:

   A. Minimum Landscape Area: 35 percent of the gross site area, as depicted in **Exhibit C**.

   Minimum Tree Plantings: New canopy tree plantings shall be a minimum of 4 caliper inches in diameter. Tree planting may be achieved in public open space, private open space, or common areas, and/or private yards.

   Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least 8 caliper inches in diameter, a replacement tree, of at least 6 caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch for inch basis.

   Alternative replacement and transplanted trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

   B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

   C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhoods to the west and north, shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. **Public Open Space**:

   A. Minimum Public Open Space: 3 acres, as depicted in **Exhibit C**.

   B. Redding Trail Extension: A 10 foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C**.

   C. Redding Trail Dog Park Extension: The Redding Trail Dog Park shall be extended and amenitized, as depicted in **Exhibit C**. Additional expansion of the dog park may be executed at the Town's option in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

   D. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptables, pedestrian lighting, and public art.

E. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental groundcover, and zoysia grass turf, or acceptable alternative.

F. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Future Street Connectivity: Street connectivity to adjacent properties to the north and south is not accommodated with the initial buildout of this development. As new development occurs, connections to perimeter streets within this development may occur, where approved or required by the Town. In order to promote compatible connections that limit cut through traffic, consideration of any new connection shall comply with the adopted long-range planning policy for this area.

C. Typical Street Section: Dimensional standards and typical components of the streets within this district are provided below. This list is all inclusive, however; some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C.**

i. Travel Lanes: Two, 12-foot travel lanes.

ii. Curb Parking Lanes: 8 feet, on each side of the street.

iii. Planting Strip: 5 feet, on each side of the street.

iv. Street Trees: One tree every 40 linear feet. Variation may be permitted by the Town where alternative designs can positively contribute to the overall aesthetics of the site.

v. Street Lighting: Uniformly spaced street lamps, achieving a minimum lighting of 2 footcandles along the streetscape. Plans shall be provided for Town review prior to commencement of construction.

vi. Sidewalk: 6 feet, on each side of the street.

EXHIBIT B

9. **Pavement Treatments:** Enhanced pavement treatments will be provided at the retail frontage and at key pedestrian features throughout the development. This will be achieved through the use of pavers, as well as unique concrete treatments such as painting, staining, and patterned sawcuts.

10. **Multifamily (Stacked Flat – Wrap Building) Form Standards:**

    A. Minimum Lot Area: None.

    B. Minimum Lot Width: None.

    C. Maximum Lot Width: 500 feet.

    D. Minimum Lot Depth: None.

    E. Maximum Lot Depth: 700 feet.

    F. Minimum Building Setbacks:

        i. Front Yard: 60 feet from the eastern property boundary and 15 feet from the front of curb.

        ii. Side Yard: 16 feet from the front of curb.

        iii. Rear Yard: 16 feet from the front of curb.

        iv. Existing Neighborhoods: 150 feet from the nearest common residential property boundary outside of this district.

    G. Maximum Building Height: This building transitions from 5 stories to 4 stories as depicted in **Exhibit C**. Maximum permitted heights at the building limits are:

        i. Eastern Facade: 5 stories, 65 feet from top of foundation.

        ii. Western Facade: 4 stories, 50 feet from top of foundation.

        iii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of the east façade, and 35 percent of all other facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.

    H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

    I. Outdoor Living Areas: 80 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

J. Minimum Ground Floor Commercial Floor Area: 7,000 square feet comprising two, 3,500 square foot tenant spaces.

K. Minimum Ground Floor Commercial Floor Height: 13 feet floor to floor.

L. Required Ground Floor Commercial Activation:

i. Minimum Sidewalk Clear Area: 15 feet.

ii. Storefront Treatment: Storefronts will provide increased glazing to achieve a minimum of 50 percent glazing, as depicted in **Exhibit C.**

iii. Furnishings: One tenant space must be improved to accommodate a restaurant or café, providing a grease trap and appropriate building ventilation features. Permanent outdoor seating must be providing at the exterior of each commercial tenant space.

11. Multifamily (Stacked Flat – 3-Story Building) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 350 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 275 feet.

F. Minimum Building Setbacks:

i. Front Yard: 50 feet from the eastern property boundary and 15 feet from the front of curb.

ii. Side Yard: 70 feet from the southern property boundary and 11 feet from the front of curb.

iii. Rear Yard: 15 feet from the front of curb.

iv. Existing Neighborhoods: 200 feet from the nearest common residential property boundary outside of this district.

G. Maximum Building Height:

i. All Facades: 3 stories, 40 feet from top of foundation.

ii. Parapet Height and Architectural Projections: In order to provide appropriate articulation of the façade and to account for elevator shaft and staircase projections, up to 50 percent of all facades may accommodate parapet height offsets and other unique architectural features that project above the maximum

building height by no more than 5 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

I. Outdoor Living Areas: 90 percent of the exterior facing dwelling units shall have a projected or recessed balcony, or a ground floor patio area accessible from the sidewalk, that is a minimum depth of 5 feet, while providing a minimum usable area of 50 square feet. Where site grading allows, street accessible ground floor patios are required.

12. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:

i. Front Yard: 16 feet from the front of curb.

ii. Side Yard:
1. End Cap Dwelling Units: 16 feet from the front of curb.
2. All other units: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

i. Overhangs and balconies: 5 feet.

ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,900 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 5 feet.

13. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:

i. Front Yard: 6 feet from the back of sidewalk.

ii. Side Yard:

1. 3 feet and 20 feet separation between adjacent buildings.

2. All other lots: None.

iii. Rear Yard: None.

E. Permitted Setback Encroachments:

iii. Overhangs and Balconies: 5 feet.

iv. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories / 40 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 2,200 square feet.

H. Required Ground Floor Residential Activation: Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from the sidewalk or trail, that are a minimum depth of 5 feet.

14. Parking:

A. Minimum Off-Street Parking Requirements:

i. Multifamily (Stacked Flat and Live/Work): 1 space per bedroom.

ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iii. Townhome: 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit. Tandem parking is not permitted.

iv. Office/Co-Working: 1 space per 300 square feet of floor area.

v. Retail: 1 space per 200 square feet of floor area.

vi. Restaurant: 1 space per 100 square feet of floor area.

B. Visitor Parking: All on-street parking spaces, exclusive of 31 reserved townhome visitor parking spaces and 10 reserved dog park parking spaces, shall be reserved for retail, visitor, and periodic convenience parking for multifamily residents. Use as long-term and overnight parking for tenants shall be prohibited and regulated by the property owner.

25 ground level parking spaces within the parking structure shall have unrestricted access for dog park, retail, and visitor parking use.

C. Bicycle Parking: 1 space for every 10 required off-street parking spaces, with at least 50 percent of provided spaces being accommodated within the interior of a structure.

D. Parking Structure Design: With the exception of the structure access points, the parking structure shall be fully wrapped and screened by the building.

E. Parking Structure Access: A minimum of two vehicle access points shall be provided and should be situated at opposite sides of the parking structure.

15. **Façade:** Building facades shall comply with the Development Plans depicted in Exhibit C and with the terms and conditions of the MOU and any subsequently executed development agreement.

16. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground mounted HVAC units, provided that said units are screened from view with hardscape or landscape features.

17. **Solid Waste and Recycling:** Solid Waste and recycling services shall be provided for this development. Dumpsters and compactors should be considered in the design of buildings and shall not be permitted as freestanding features within the site.

18. **Fencing:**

A. Perimeter Fence Adjacent to Existing Neighborhoods: Where existing neighborhood perimeter fence improvements are made as part of this project, maximum fence height shall be 8 feet, excluding any required retaining wall and up to a 6 inch gap at the base of the fence to allow for proper drainage conditions is permitted. Private gated access to the public open space from these properties is permitted.

B. Private Yard Fencing: Private yard fencing shall substantially comply with the conceptual site plan. Fencing shall not exceed 4 feet in height and shall be no more than 50 percent opaque and shall be constructed of ornamental iron materials.

19. **Sustainability:**

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging: A minimum of 30 electric vehicle charging stations will be provided for the project.

C. Public Art: Public art shall be provided in coordination with the Addison Arbor Foundation and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

20. Unit Features:

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

EXHIBIT C
DEVELOPMENT PLANS

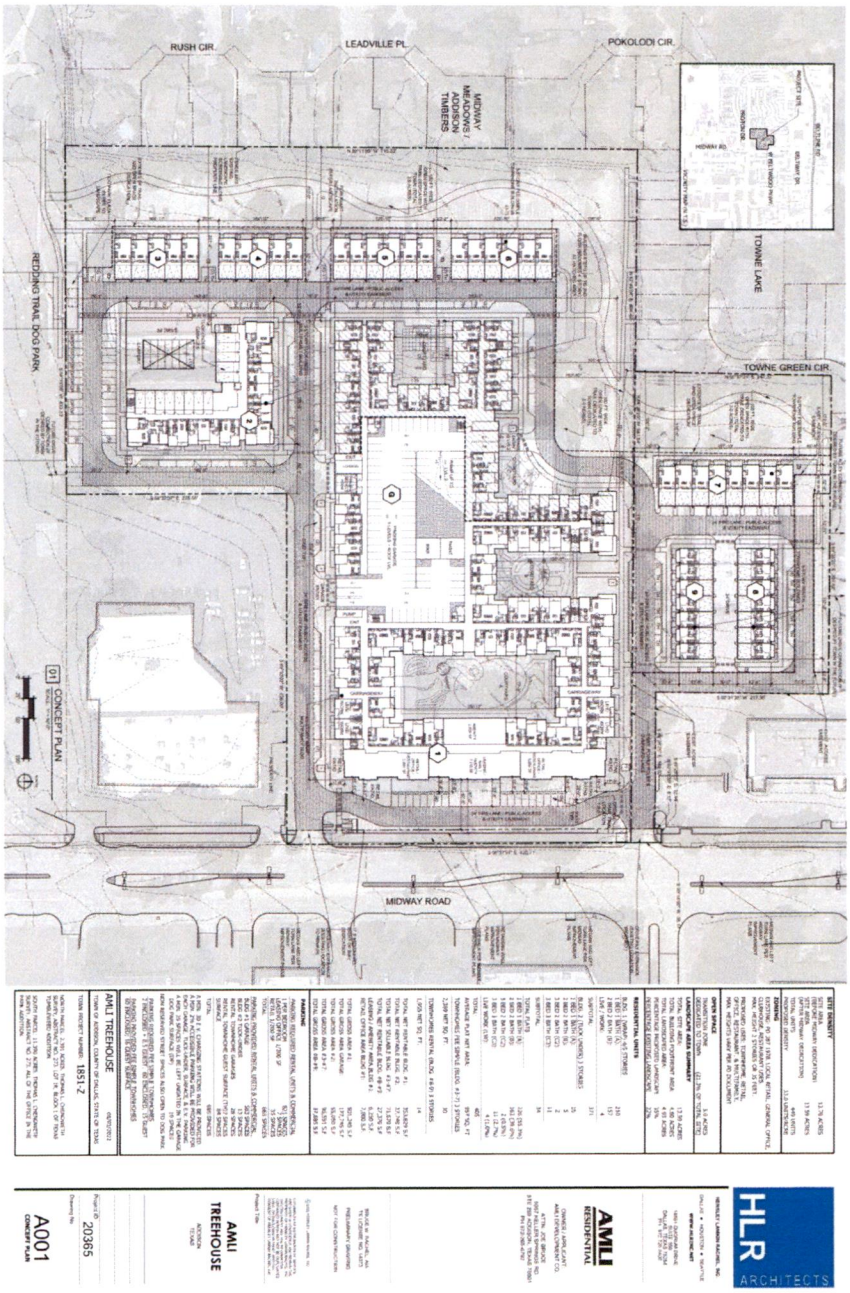
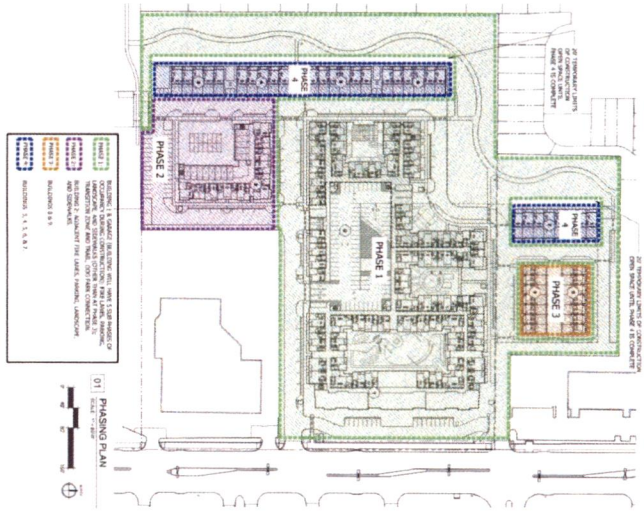


EXHIBIT C



AMLI TREEHOUSE

TOWN PROJECT NUMBER: 1851-Z

AMLI RESIDENTIAL

HLR ARCHITECTS

AMLI TREEHOUSE

Project #: 20365

A001-1 PHASING PLAN

EXHIBIT C

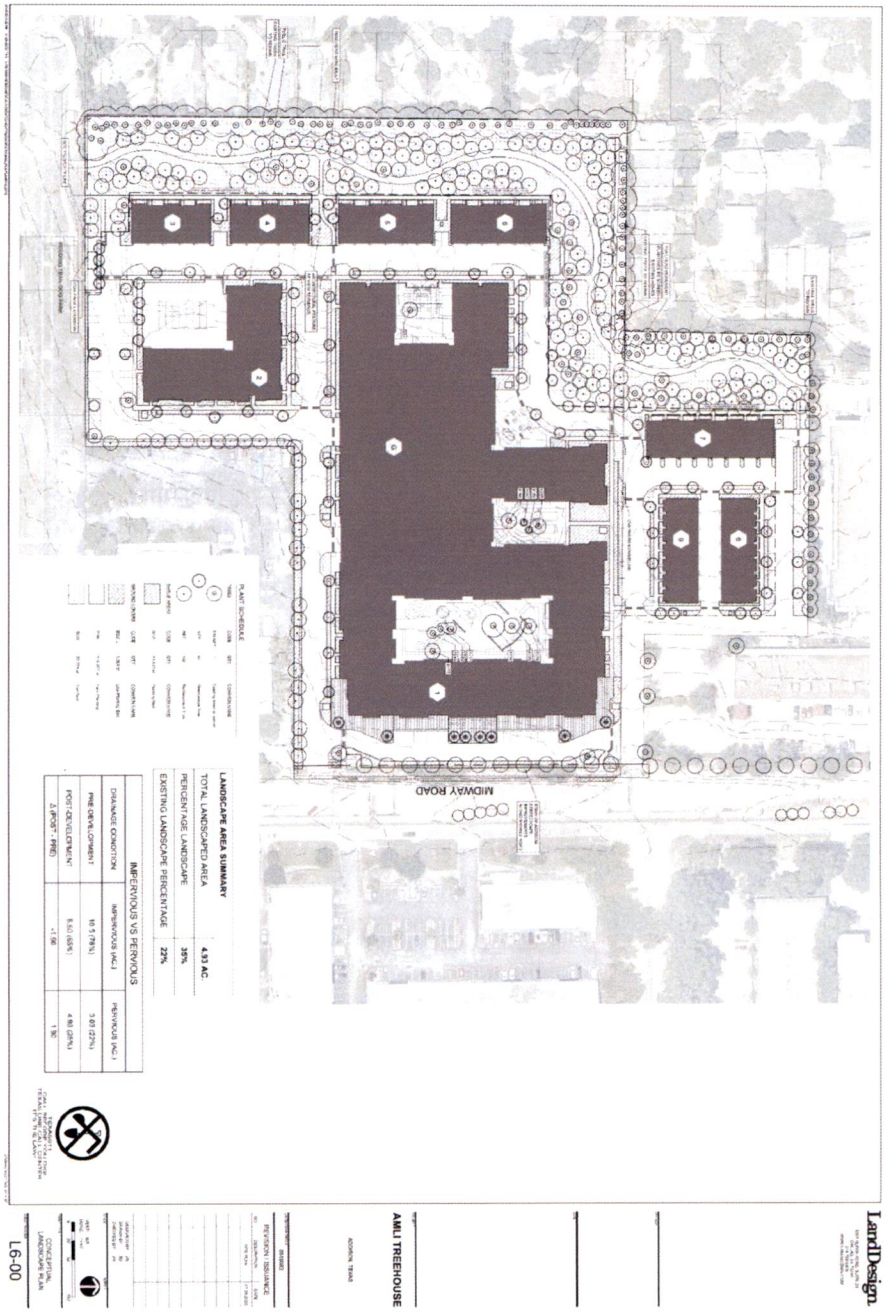

MIDWAY ROAD
LANDSCAPE AREA SUMMARY
TOTAL LANDSCAPED AREA 4.33 AC.
PERCENTAGE LANDSCAPE 35%
EXISTING LANDSCAPE PERCENTAGE 22%
IMPERVIOUS VS PERVIOUS
DRAINAGE CONDITION IMPERVIOUS (AC.) PERVIOUS (AC.)
PRE-DEVELOPMENT 10.1 (78%) 2.81 (22%)
POST-DEVELOPMENT 8.61 (66%) 4.40 (34%)
(UNPOST - PRE) (-1.5K) 1.5K
AMLI TREEHOUSE
ADDISON, TEXAS
LandDesign
L6-00

EXHIBIT C

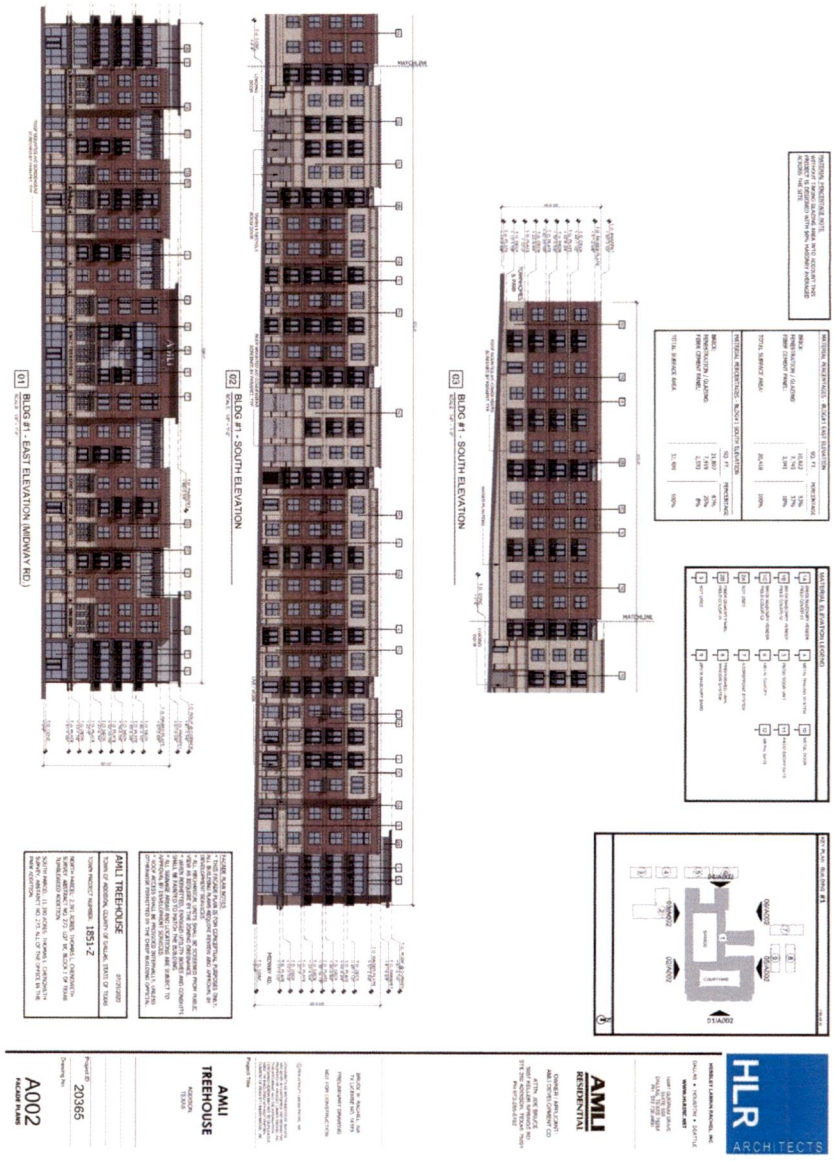

01 BLDG #1 - EAST ELEVATION (MIDWAY RD.)
02 BLDG #1 - SOUTH ELEVATION
03 BLDG #1 - SOUTH ELEVATION
AMLI TREEHOUSE
A002
HLR ARCHITECTS
AMLI RESIDENTIAL

EXHIBIT C

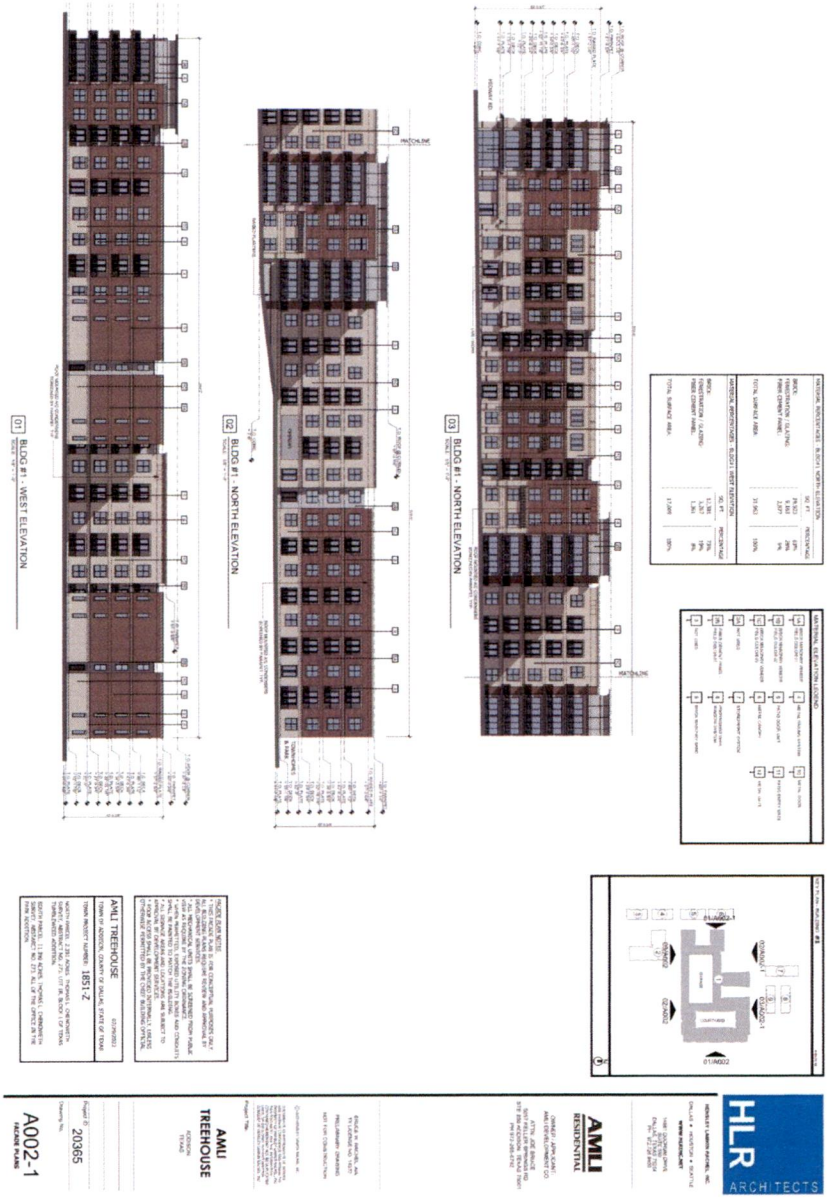

01 BLDG #1 - WEST ELEVATION
02 BLDG #1 - NORTH ELEVATION
03 BLDG #1 - NORTH ELEVATION
AMLI TREEHOUSE
1851-Z
AMLI RESIDENTIAL
HLR ARCHITECTS
AMLI TREEHOUSE
A002-1
20365

EXHIBIT C

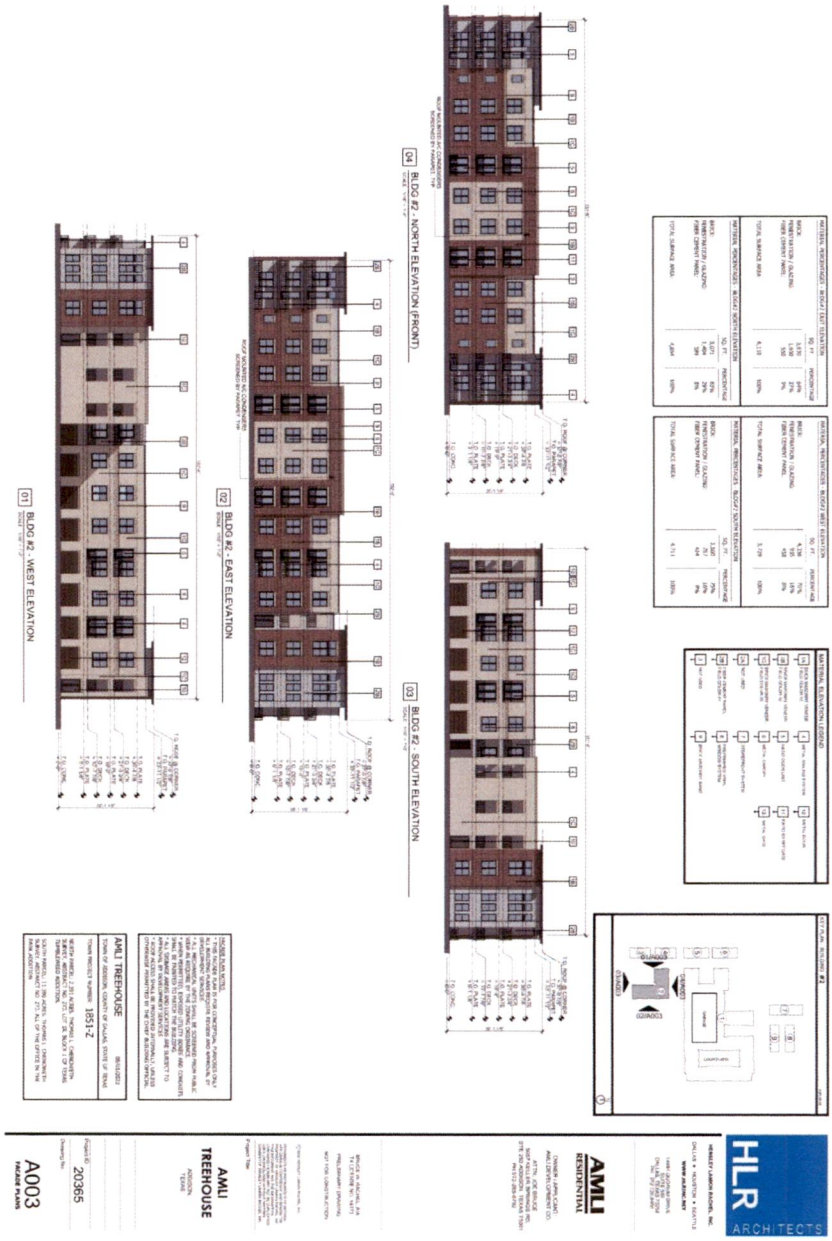

04 BLDG #2 - NORTH ELEVATION (FRONT)
03 BLDG #2 - SOUTH ELEVATION
02 BLDG #2 - EAST ELEVATION
01 BLDG #2 - WEST ELEVATION
AMLI RESIDENTIAL
HLR ARCHITECTS
AMLI TREEHOUSE
A003

EXHIBIT C

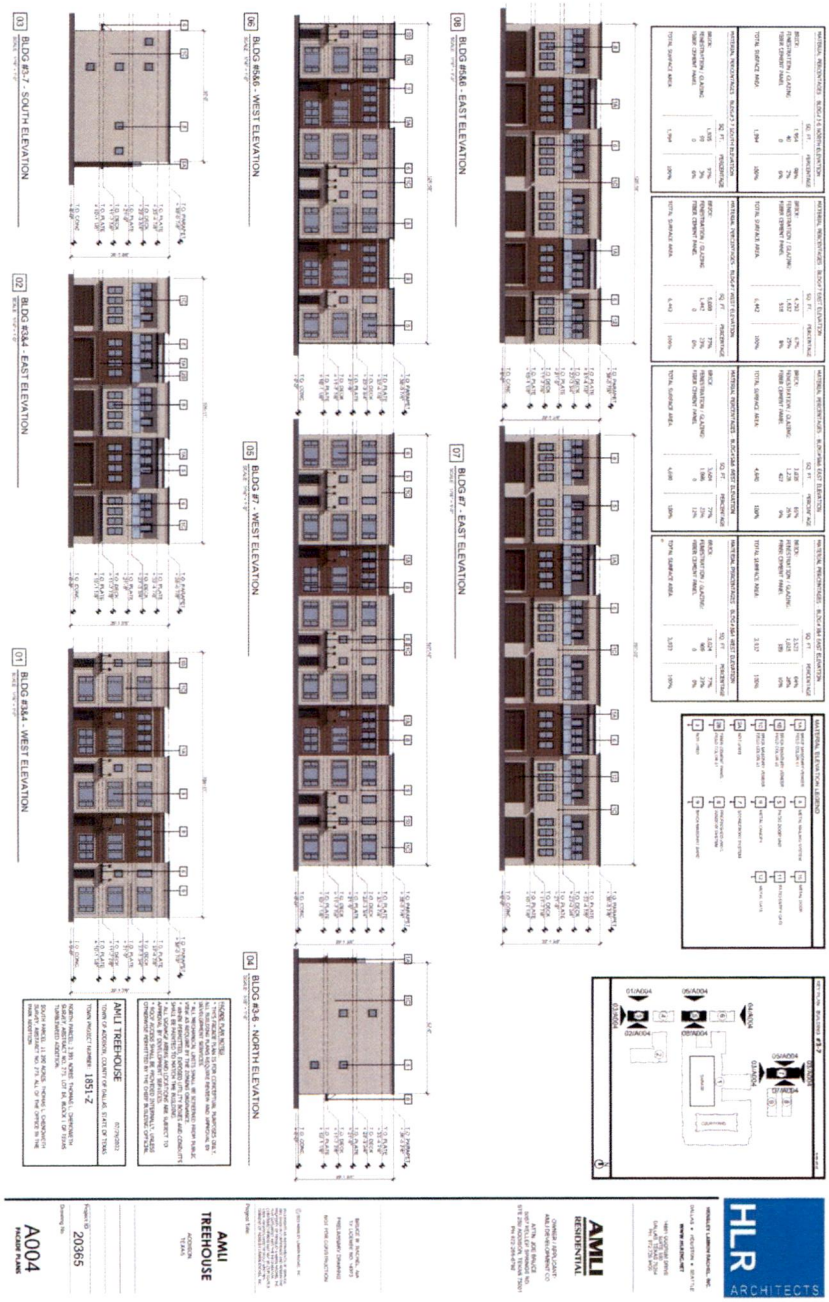

BLDG #5,7 - SOUTH ELEVATION
BLDG #3&4 - EAST ELEVATION
BLDG #3&4 - WEST ELEVATION
BLDG #5&6 - WEST ELEVATION
BLDG #7 - WEST ELEVATION
BLDG #5&6 - NORTH ELEVATION
BLDG #5&6 - EAST ELEVATION
BLDG #7 - EAST ELEVATION
AMLI TREEHOUSE
1851-Z
20365
A004
HLR ARCHITECTS
AMLI RESIDENTIAL

EXHIBIT C

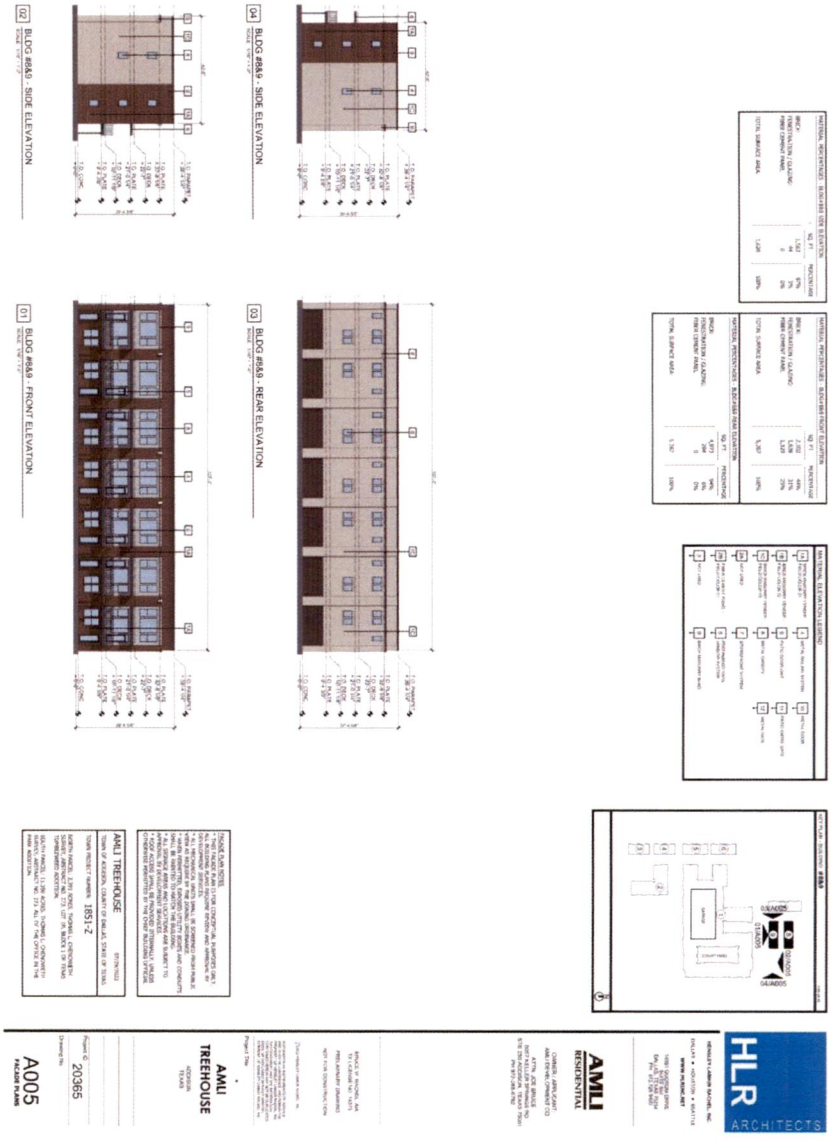

02 BLDG #840 - SIDE ELEVATION
04 BLDG #849 - SIDE ELEVATION
01 BLDG #849 - FRONT ELEVATION
03 BLDG #849 - REAR ELEVATION
AMLI TREEHOUSE
1851-Z
A005
FACADE PLANS
HLR ARCHITECTS
AMLI RESIDENTIAL

EXHIBIT C

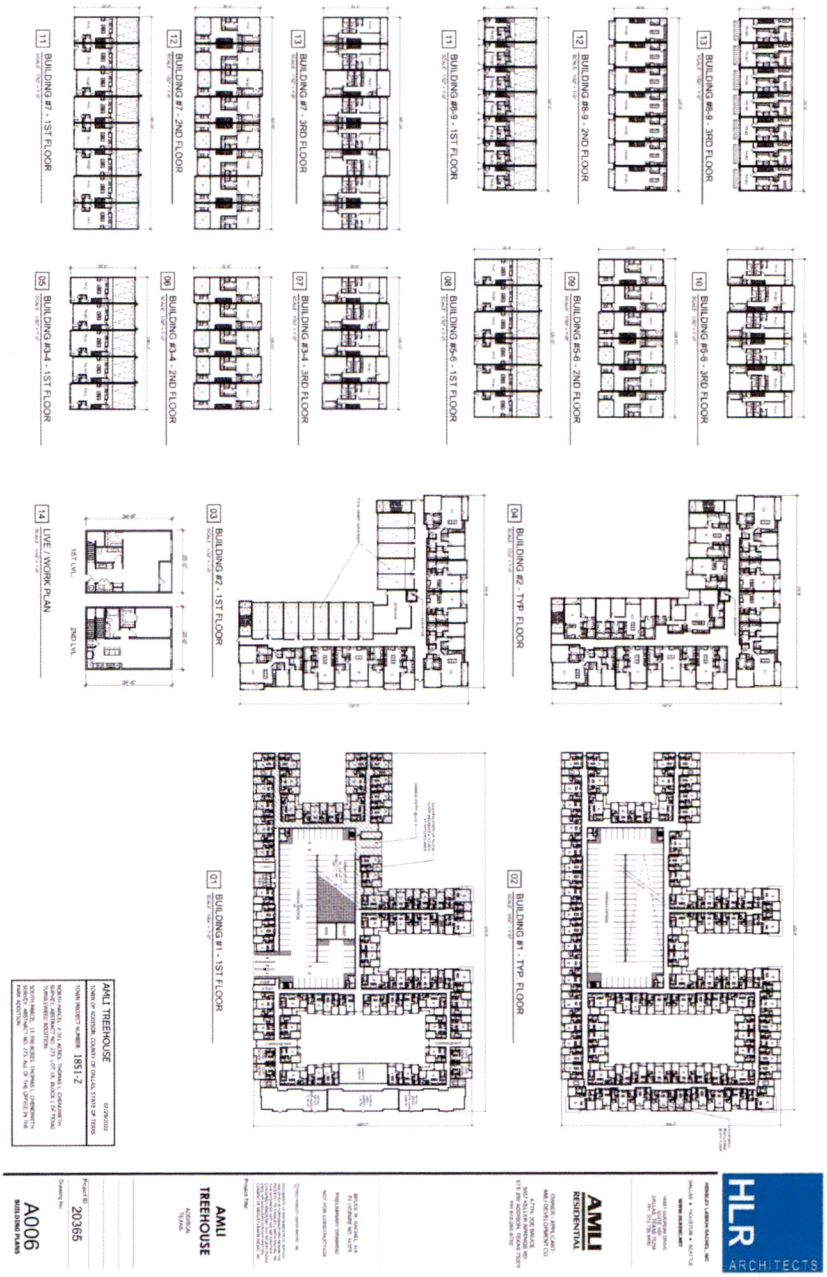

13 BUILDING #8-9 - 3RD FLOOR
12 BUILDING #8-9 - 2ND FLOOR
11 BUILDING #8-9 - 1ST FLOOR
10 BUILDING #5-6 - 3RD FLOOR
09 BUILDING #5-6 - 2ND FLOOR
08 BUILDING #5-6 - 1ST FLOOR
13 BUILDING #7 - 3RD FLOOR
12 BUILDING #7 - 2ND FLOOR
11 BUILDING #7 - 1ST FLOOR
07 BUILDING #3-4 - 3RD FLOOR
06 BUILDING #3-4 - 2ND FLOOR
05 BUILDING #3-4 - 1ST FLOOR
04 BUILDING #2 - TYP. FLOOR
03 BUILDING #2 - 1ST FLOOR
14 LIVE / WORK PLAN
1ST LVL
2ND LVL
02 BUILDING #1 - TYP. FLOOR
01 BUILDING #1 - 1ST FLOOR
AMLI TREEHOUSE
TOWN PROJECT NUMBER 1851-Z
HLR ARCHITECTS
AMLI RESIDENTIAL
AMLI TREEHOUSE
ADDISON TEXAS
Project ID 20365
A006

EXHIBIT C

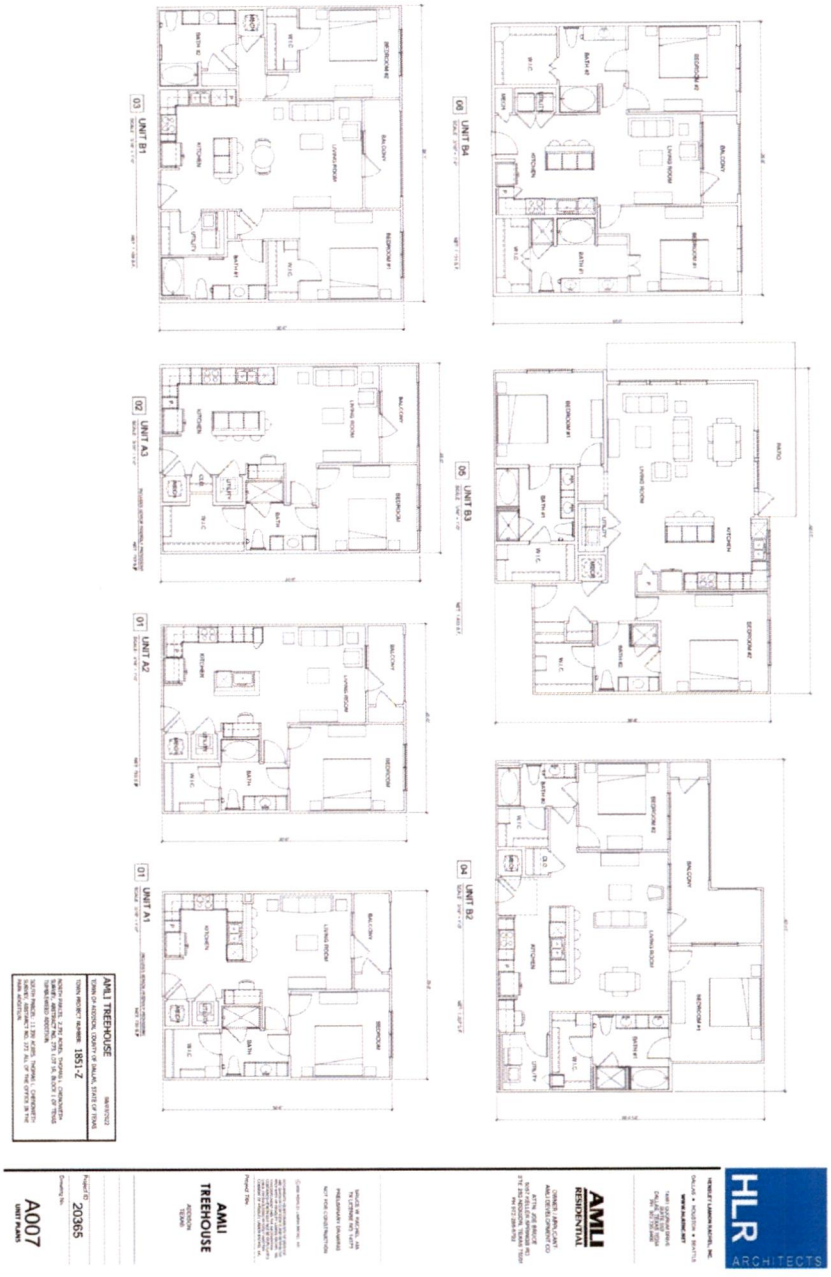

03 UNIT B1
06 UNIT B4
02 UNIT A3
05 UNIT B3
01 UNIT A2
01 UNIT A1
04 UNIT B2
AMLI TREEHOUSE
1851-Z
AMLI RESIDENTIAL
HLR ARCHITECTS
AMLI TREEHOUSE
20365
A007
UNIT PLANS

EXHIBIT C

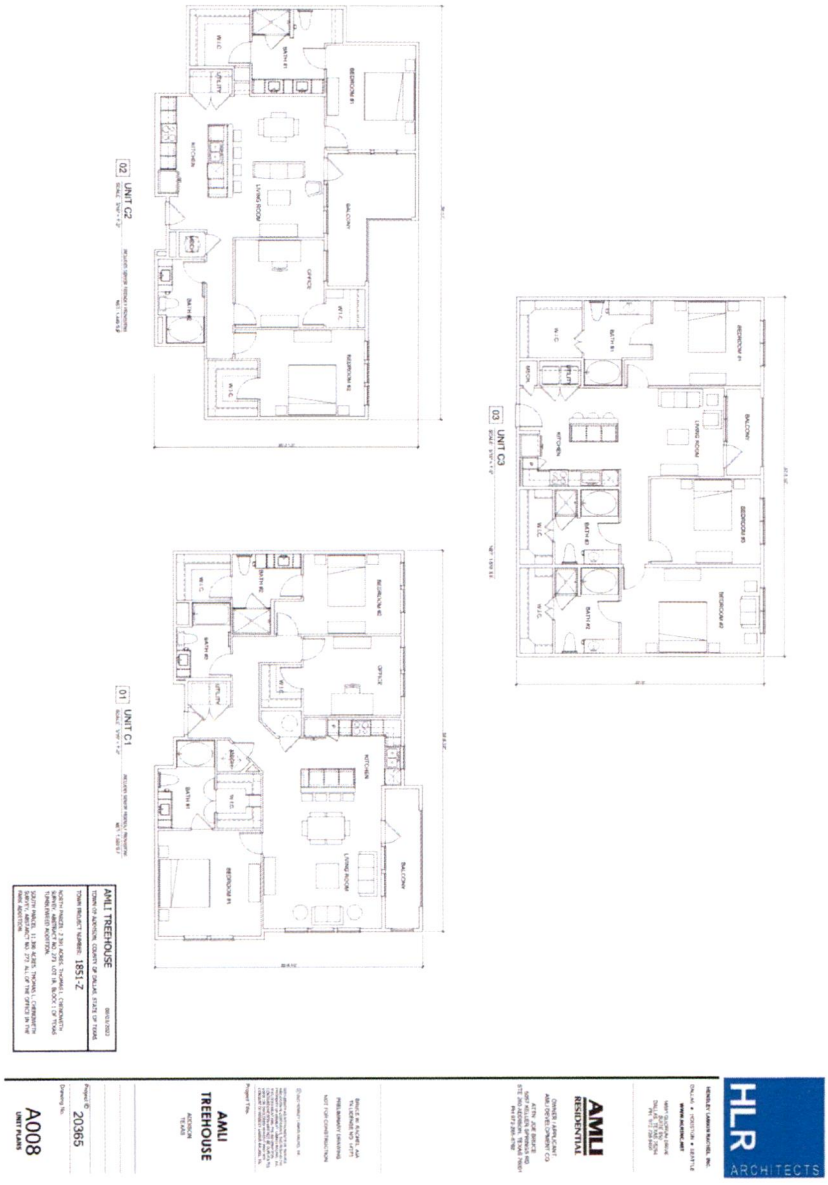
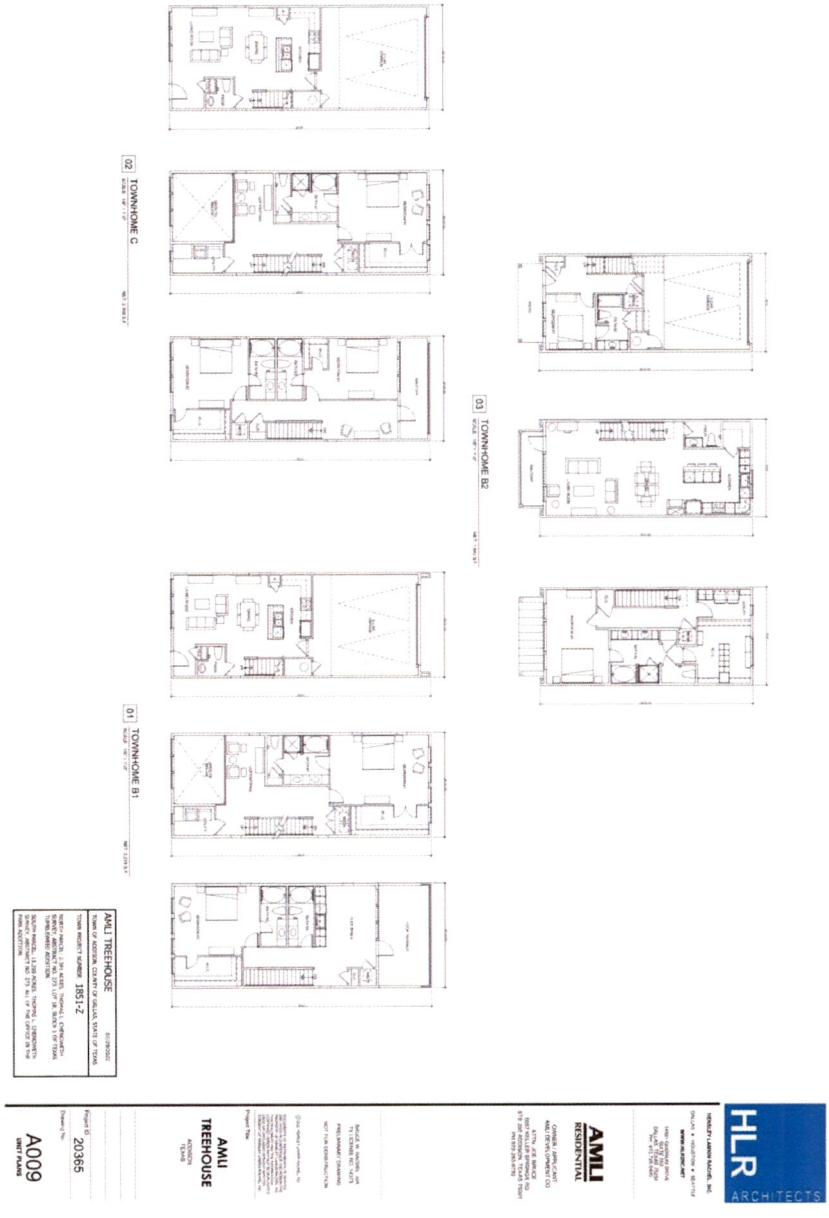

02 UNIT C2
03 UNIT C3
01 UNIT C1
AMLI TREEHOUSE
TOWN PROJECT NUMBER: 1851-Z
AMLI RESIDENTIAL
HLR ARCHITECTS
AMLI TREEHOUSE
Project ID 20365
A008

EXHIBIT C


02 TOWNHOME C
03 TOWNHOME B2
01 TOWNHOME B1
AMLI TREEHOUSE
TOWN REGISTRY NUMBER: 1851-Z
AMLI RESIDENTIAL
HLR ARCHITECTS
AMLI TREEHOUSE
ADDISON TEXAS
Project ID: 20365
A009

September 16, 2025

TO: Planning and Zoning Commission, Town of Addison

FROM: Lee and Rose Ann Hopwood, 4111 Leadville Place, Addison, TX

RE: Process and Procedure for Public Hearing Announcement: Case 1940-Z/AMLI Treehouse

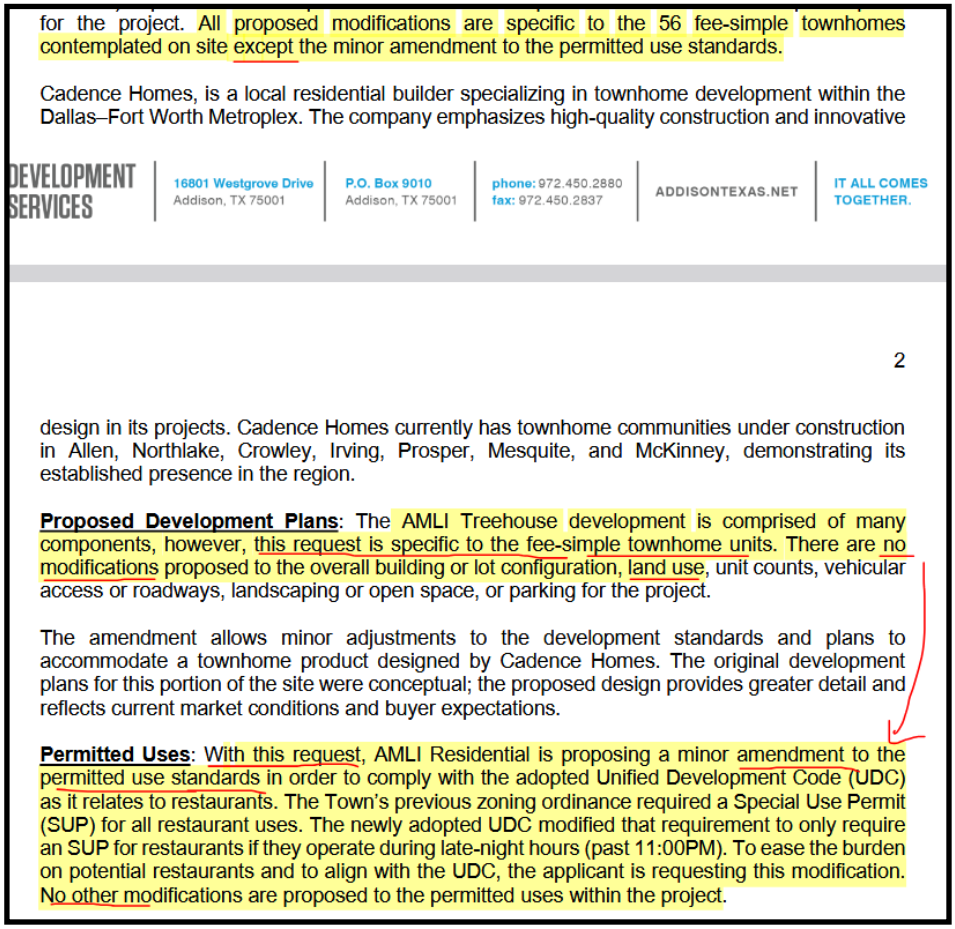
The paper notice mailed by the Town of Addison to us and other neighbors stated that a "Phase 1 Amendment" was requested by Cadence Homes "to allow for the construction of 30 fee-simple townhome dwelling units." We welcome Cadence to the neighborhood. However, the notice does not mention modifying land use for the purpose of permitting restaurants without SUPs.

The Addison P&Z online agenda Staff Report introduces another purpose for the amendment that was not included in the pubic notice and that has nothing to do with Cadence townhomes. Specifically, the agenda's Staff Report states that AMLI is requesting a modification to land use to allow for restaurants on AMLI Treehouse 1 without a SUP unless operating after 11pm. The pertinent section of the Staff Report is copied below and raises addition questions, in that it seems to contradict itself. The red-lined areas in particular highlight the Staff Memo contradictions:

- "This request is specific to the fee-simple townhomes. … There are no modifications proposed to the overall … land use …"
- "All proposed modifications are specific to the … townhomes … except the minor amendment to the permitted use standards. … With this request, AMLI Residential is proposing a minor amendment to the permitted use standards."

We are mildly concerned about AMLI's request for SUP-free restaurants, because the Town of Addison loses influence over a key aspect of this development and the crowds it will bring to our neighborhood. But we are even more concerned about what seems to be a misleading public notice and Staff Report. The Town communicates that this hearing is about townhomes, and we welcome Cadence to our neighborhood. However, the Town both failed to communicate and miscommunicated about AMLI's request for SUP-free restaurants on the 13+ acres of AMLI Treehouse 1.

Thank you for considering these questions.



for the project. All proposed modifications are specific to the 56 fee-simple townhomes contemplated on site except the minor amendment to the permitted use standards.

Cadence Homes, is a local residential builder specializing in townhome development within the Dallas–Fort Worth Metroplex. The company emphasizes high-quality construction and innovative

DEVELOPMENT SERVICES | 16801 Westgrove Drive Addison, TX 75001 | P.O. Box 9010 Addison, TX 75001 | phone: 972.450.2880 fax: 972.450.2837 | ADDISONTEXAS.NET | IT ALL COMES TOGETHER.

2

design in its projects. Cadence Homes currently has townhome communities under construction in Allen, Northlake, Crowley, Irving, Prosper, Mesquite, and McKinney, demonstrating its established presence in the region.

Proposed Development Plans: The AMLI Treehouse development is comprised of many components, however, this request is specific to the fee-simple townhome units. There are no modifications proposed to the overall building or lot configuration, land use, unit counts, vehicular access or roadways, landscaping or open space, or parking for the project.

The amendment allows minor adjustments to the development standards and plans to accommodate a townhome product designed by Cadence Homes. The original development plans for this portion of the site were conceptual; the proposed design provides greater detail and reflects current market conditions and buyer expectations.

Permitted Uses: With this request, AMLI Residential is proposing a minor amendment to the permitted use standards in order to comply with the adopted Unified Development Code (UDC) as it relates to restaurants. The Town's previous zoning ordinance required a Special Use Permit (SUP) for all restaurant uses. The newly adopted UDC modified that requirement to only require an SUP for restaurants if they operate during late-night hours (past 11:00PM). To ease the burden on potential restaurants and to align with the UDC, the applicant is requesting this modification. No other modifications are proposed to the permitted uses within the project.

2025 City Council Regular Meeting **5. d.**

Meeting Date: 10/14/2025
Department: Development Services
Key Focus Areas: Public Safety

AGENDA CAPTION:

Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 024-35, for an 8.02± acre property generally located at the southwest corner of Midway Road and Beltway Drive, to allow for the construction of 26 fee-simple townhome dwelling units. Case 1942-Z/AMLI Treehouse, Phase 2 Amendment.

BACKGROUND:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of an amendment to Planned Development District (PD) Ordinance No. O24-35 to amend the permitted use and development standards and development plans to allow for the construction of 26 fee-simple townhome dwelling units, with the following modification to item 12.H of Exhibit B: Phase II Permitted Uses and Development Standards:

- Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that is a minimum depth of 4 feet. The Director of Development & Neighborhood Services may approve an alternate condition if a ground floor patio is not feasible **for Buildings 19 and 20, as depicted in the Development Plans**.

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: Al Cioffi, 14867 Town Lake Circle
Against: none

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the request as recommended by the Planning & Zoning Commission.

Attachments

1942-Z Presentation

1942-Z Ordinance

1942-Z Staff Report

1942-Z Letter of Intent

1942-Z Plans

1942-Z Development Standards (Clean)

1942-Z Development Standards (Redline)

Ordinance No 024-035 - AMLI Treehouse Phase 2 (Original)

AMLI Treehouse, Phase I & II PD Amendment (1940-Z/1942-Z)

October 14, 2025

Lesley Nyp, Director of
Development & Neighborhood Services

Case 1940-Z/1942-Z AMLI Treehouse

LOCATION:

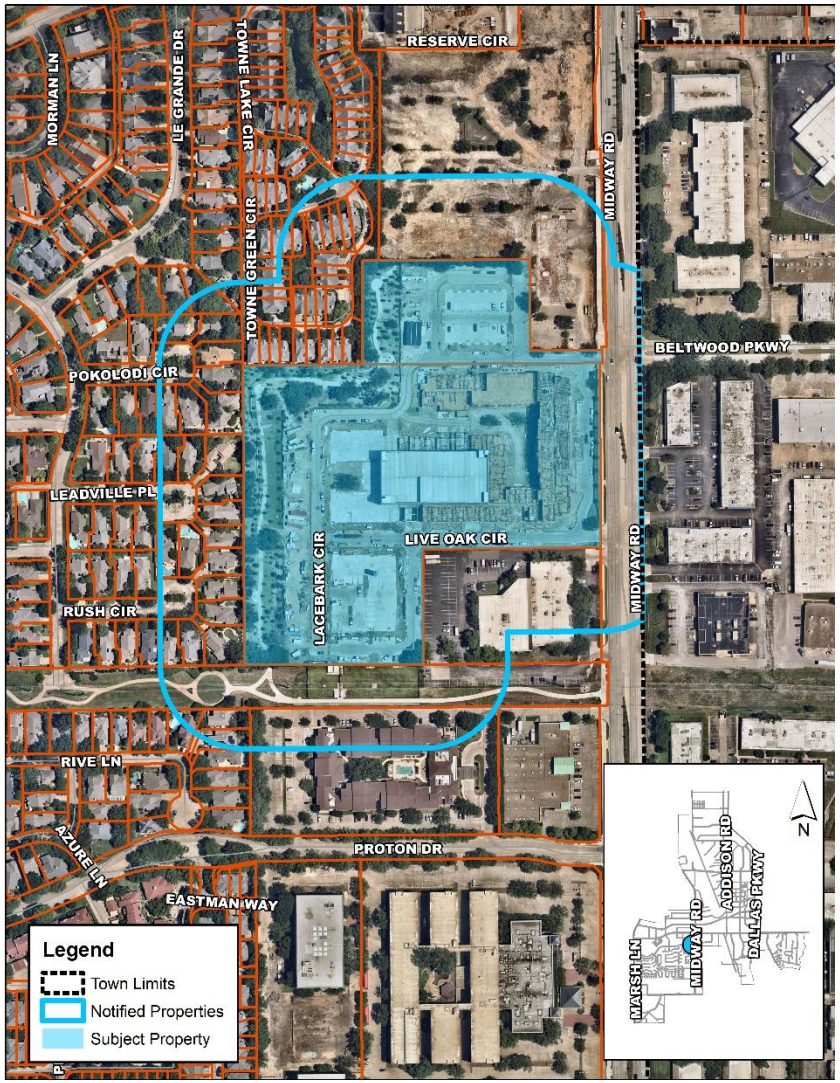
13.78± acres on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park.

REQUEST:

Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed PD Amendment and associated development plans.



Case 1940-Z/1942-Z AMLI Treehouse

LOCATION:

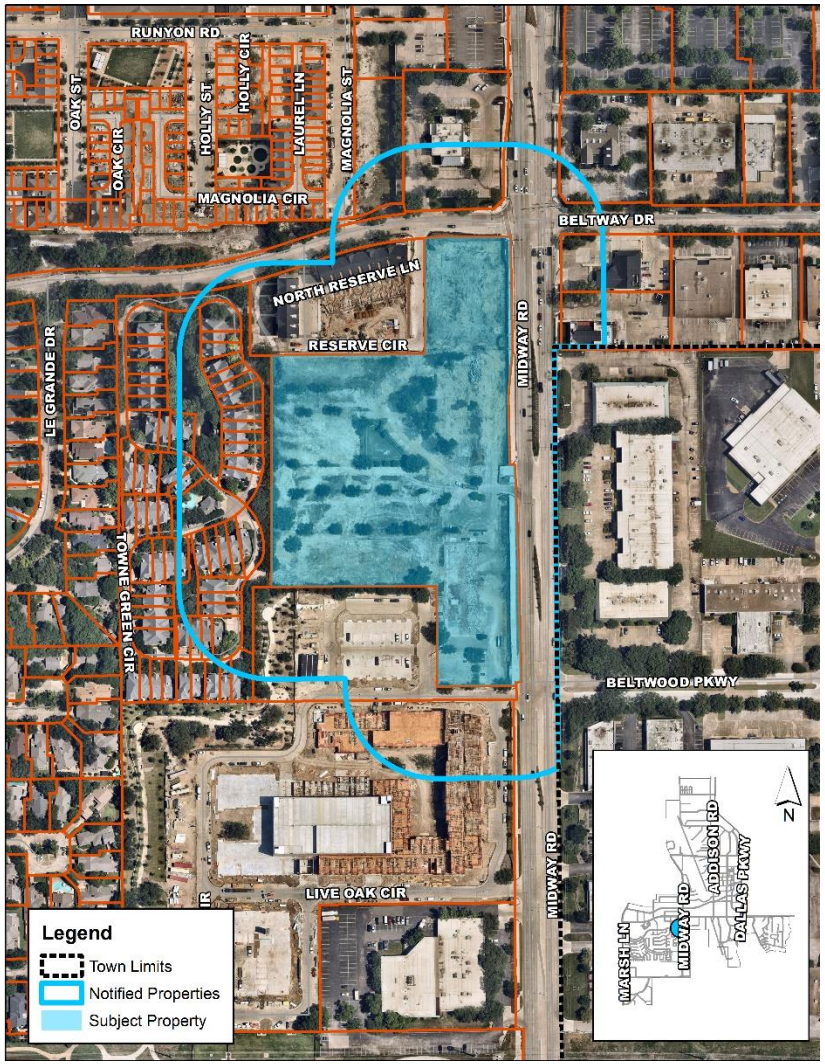
8.02± acres generally located at the southwest corner of Midway Road and Beltway Drive

REQUEST:

Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed PD Amendment and associated development plans.



Case 1940-Z/1942-Z AMLI Treehouse

CADENCE HOMES



Linkside – Las Colinas



Case 1940-Z/1942-Z AMLI Treehouse





SITE HISTORY – PHASE I:

1930s – 5,700 SF homestead established on site; once owned but never occupied by Audie Murphy. Home to Dovie's restaurant for many years, but was vacant for over a decade.

1978 – 11.39 acre site rezoned to PD to facilitate construction of Office in the Park, which is comprised of 6 two-story buildings encompassing over 180K SF of office space.

1979 – 2.39 acre site that was once the McCutchin family homestead, was rezoned to PD. A 14K SF restaurant / event center was constructed at this location and was home to various businesses as time passed. Site was vacant for several years.

2022 – AMLI Residential rezones property to a new PD zoning district to facilitate the development of a mixed residential development (AMLI Treehouse, Phase I).

Case 1940-Z/1942-Z AMLI Treehouse



SITE HISTORY – PHASE II:

1979 – Rezoned from Commercial & Local Retail to PD, Ord. No. 477.

1983 – PD amendment via Ord. No. 083-039

1980s/1990s – Existing center developed in phases – including one- and two-story retail buildings.

2024 – AMLI Residential rezones property to a new PD zoning district to facilitate the development of a mixed residential development (AMLI Treehouse, Phase II)

Case 1940-Z/1942-Z AMLI Treehouse



Phase I Site Plan

DEVELOPMENT PLAN:

- Multi-phase development on 13.78 acres
  - 4 and 5 story wrap multifamily building with 367 multifamily dwelling units, 4 live/work units, and 7,000 SF of ground floor retail/office/co-working /restaurant space
  - 3 story multifamily building with 34 units
  - **30, 3 story fee simple townhomes**
  - 14, 3 story rental townhomes

- 3 acres of public parkland dedicated to the Town following installation of trail, landscape, pedestrian amenities, dog park seating area, and public art

- Additional 1.93 acres of private landscape area, to include 3 exterior courtyards (~ 0.4 acres)

- Wrapped Parking garage with 563 off-street parking spaces, and 773 parking spaces provided in total

Case 1940-Z/1942-Z AMLI Treehouse



Phase II Site Plan

DEVELOPMENT PLAN:

- Multi-phase development on 8.02 Acres
  - 4-story stacked flats multifamily structures with 166 multifamily dwelling units across 3 buildings
  - 12,500 SF retail/restaurant space
  - **26, 3-story fee simple townhomes**
  - 16, 3-story rental townhomes

- 0.7 acres of public parkland dedicated to the Town following installation of trail, landscape, pedestrian amenities, and public art

- Additional 1.27 acres of private landscape area, to include linear park (east-west connection)

- 384 parking spaces provided (surface (covered & uncovered) and garages)

Case 1940-Z/1942-Z AMLI Treehouse

PERMITTED USE AMENDMENT:

- Restaurant to be allowed per Unified Development Code (UDC)
  - *i.e. Late-Night Hours*
- Applies to Phase I and Phase II use standards.

J. Restaurant (as defined within the Unified Development Code).~~(Special Use Permit (SUP) required).~~

Case 1940-Z/1942-Z AMLI Treehouse

FEE-SIMPLE TOWNHOMES:

- **5-PLEX STRUCTURES**
  - Buildings 3, 4, 19, & 20
- **6-PLEX STRUCTURES**
  - Buildings 5 & 6
- **8-PLEX STRUCTURES**
  - Buildings 7, 17, & 18

FLOOR PLAN MIX:

- Floor Plan 1: 30 Units
  - 2,200 Square Feet
- Floor Plan 2: 26 Units
  - 2,100 Square Feet
    - **Variation of floor plan is related to variation of architectural features*

- **Total: 56 Fee-Simple Townhome Units**



Case 1940-Z/1942-Z AMLI Treehouse

DEVELOPMENT STANDARD AMENDMENTS:

- 12.G: Minimum Floor Area Per Dwelling Unit
- 12.H: Outdoor Living Areas
- 16.A: Fencing

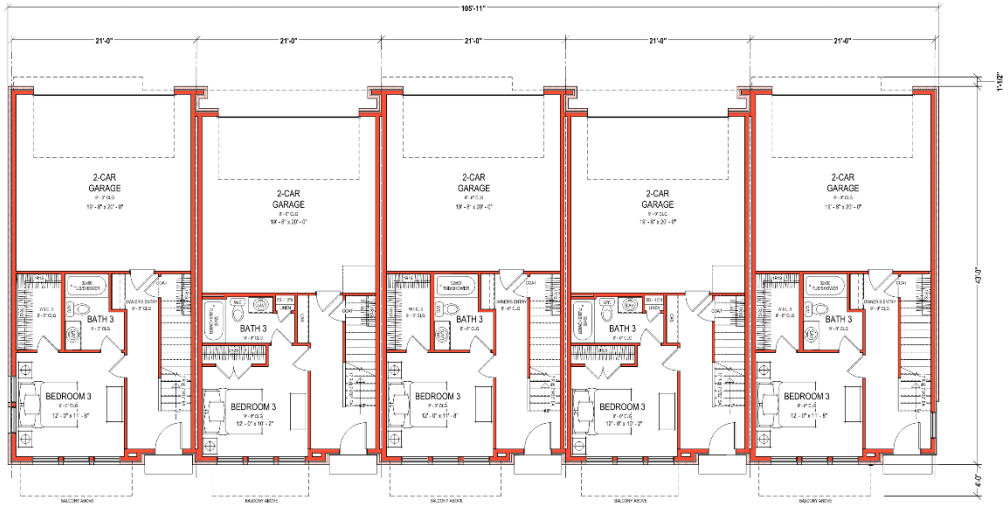
G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

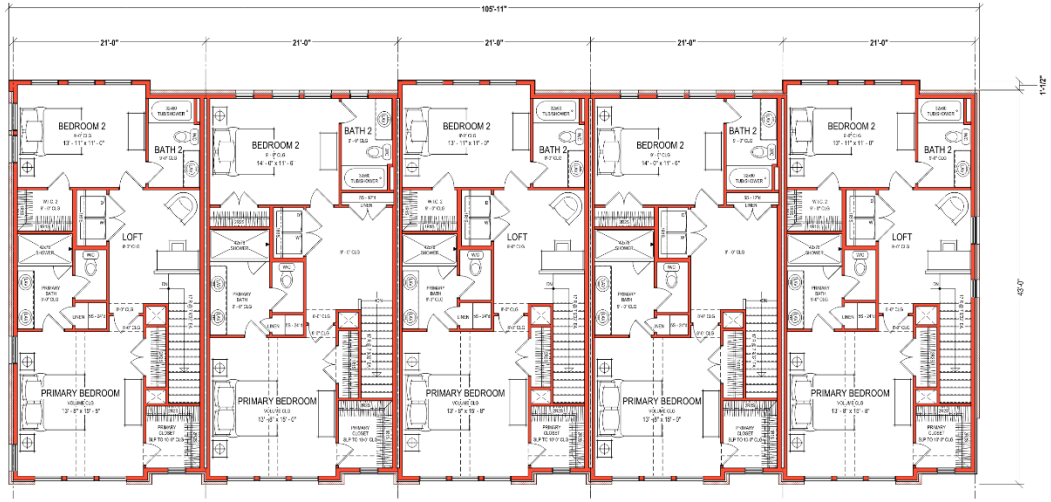
H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible for Buildings 19 and 20, as depicted on the Development Plans.

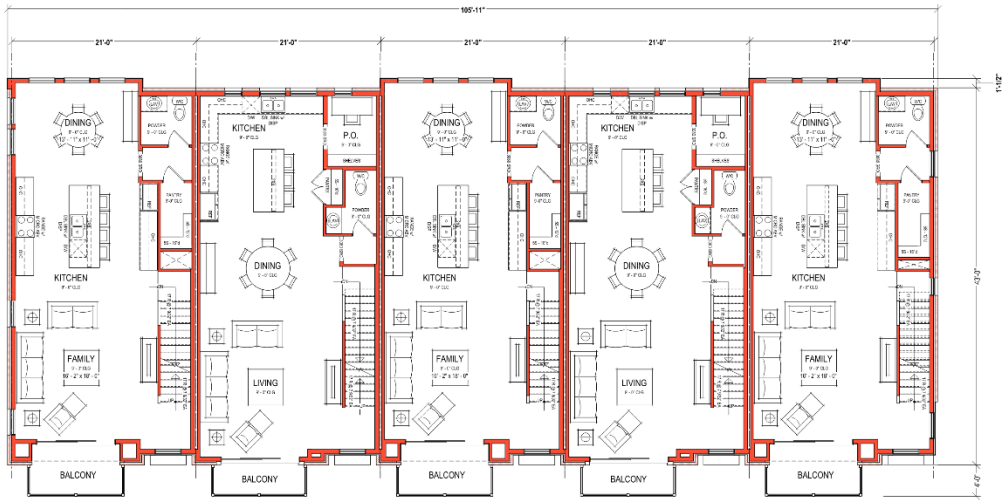
16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of ~~ornamental~~ durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

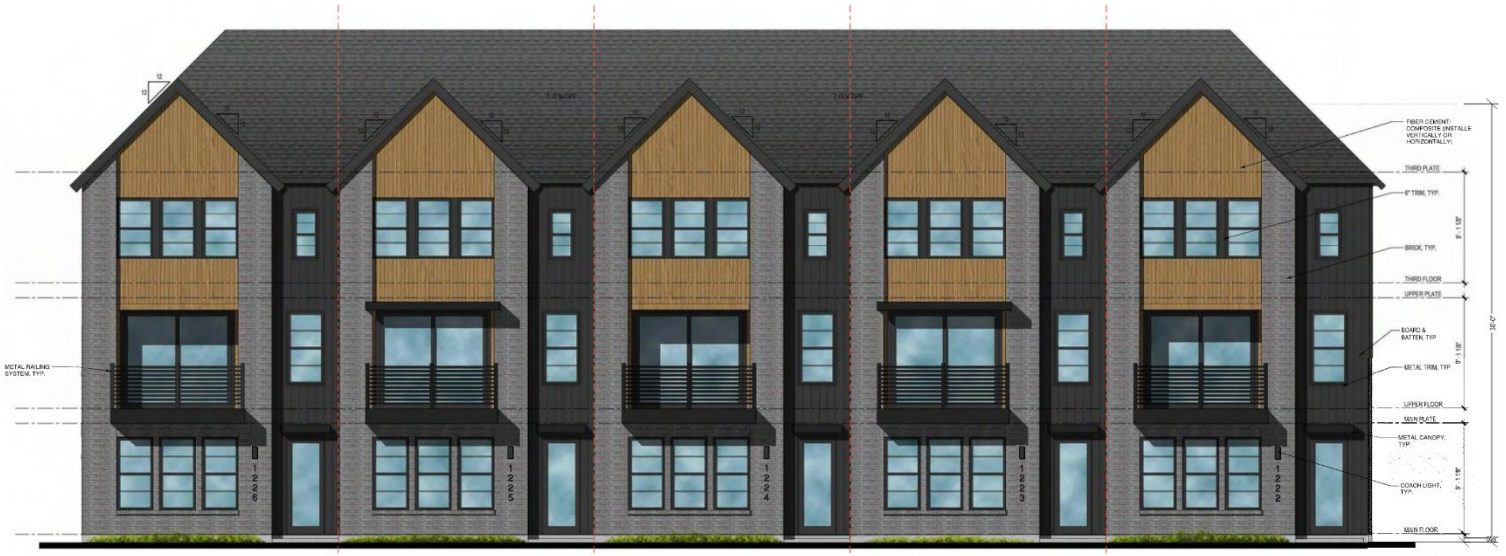
Case 1940-Z/1942-Z AMLI Treehouse







Case 1940-Z/1942-Z AMLI Treehouse



TOWNHOME BUILDING DESIGN:

- 3 story (approx. 43’ height) max height)

- Primary materials include brick, cedar-style fiber cement siding, board and batten. Masonry percentage is 50-88% per façade.

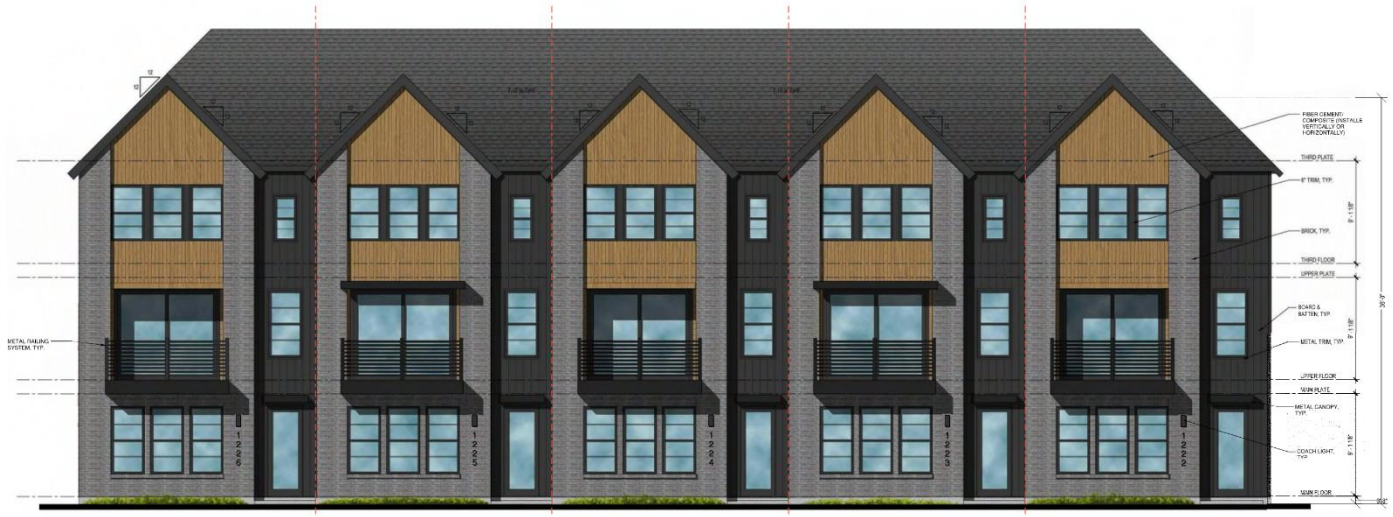
- Ground floor access from trail and outdoor patio, where feasible.

- Projecting balconies provided on second floor.

Case 1940-Z/1942-Z AMLI Treehouse

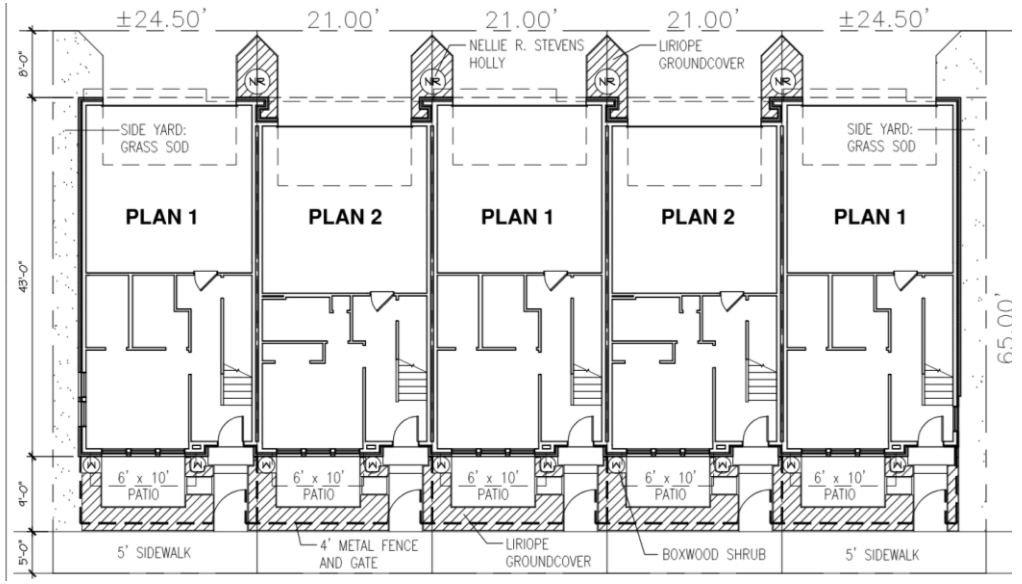


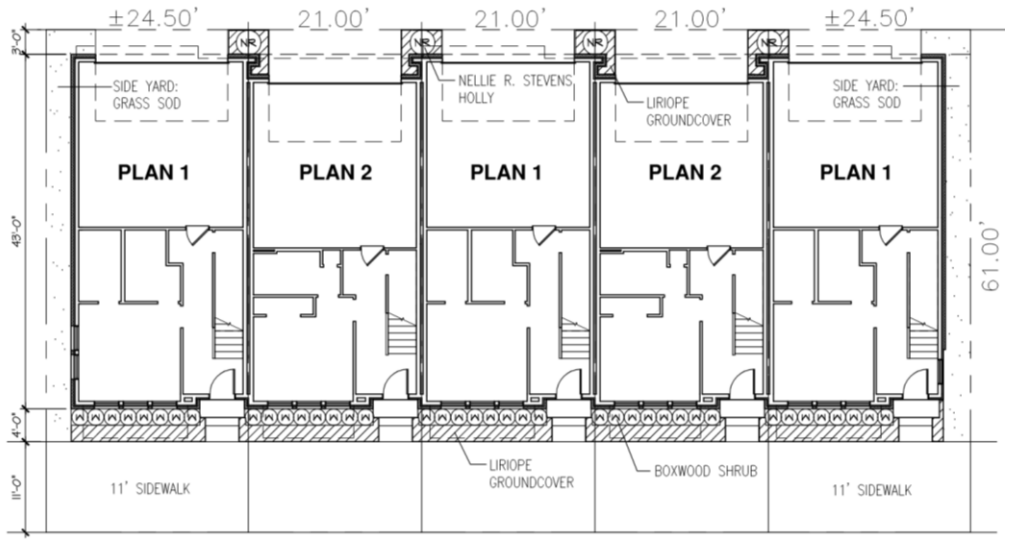






Case 1940-Z/1942-Z AMLI Treehouse





TOWNHOME LANDSCAPING:

- Each townhome will provide a private outdoor space.

- Landscape material will be provided at the front and rear of each townhome unit.

Case 1940-Z/1942-Z AMLI Treehouse



PARKING:

- No modifications are proposed to the parking.
- Each townhome unit will include two parking spaces within an enclosed garage + 0.5 visitor parking spaces per unit (on-street).

LANDSCAPE/OPEN SPACE:

- No modifications are proposed to the landscape or open space for the Planned Development, including the future public park/trail areas.
- The primary developer, AMLI Residential, is responsible for executing the improvements for the multifamily, parks, and open spaces.

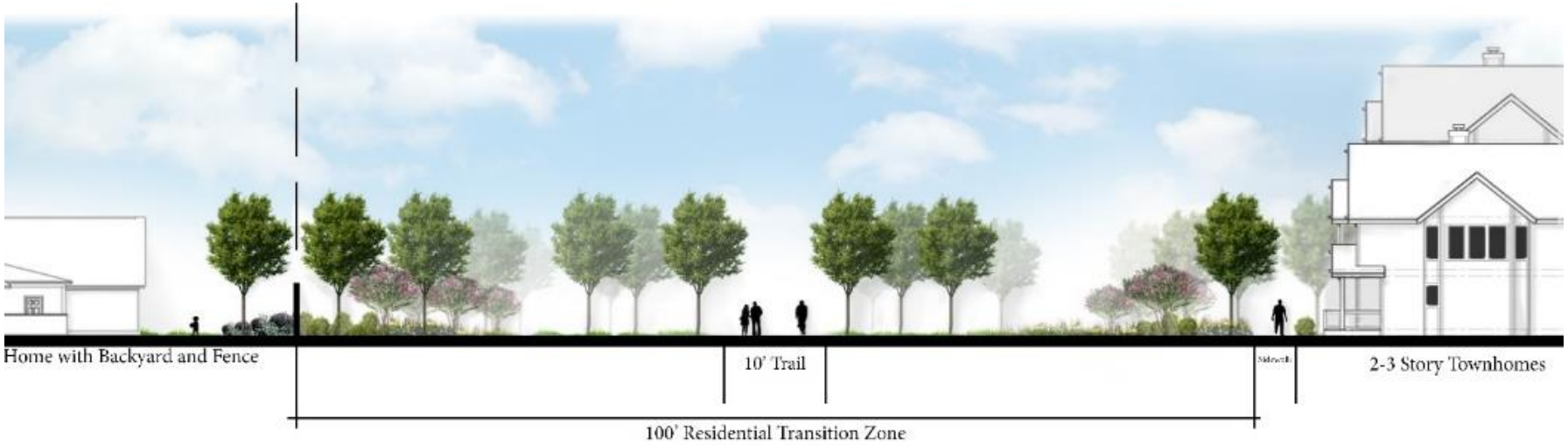
Case 1940-Z/1942-Z AMLI Treehouse

COMMUNITY OUTREACH –

- Approximately 30 residents attended the applicant's neighborhood meeting on **May 15, 2025**.

- The proposed amendment was received positively.

- No proposed modifications were mentioned by adjacent residents.



Case 1940-Z AMLI Treehouse

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 68 + DISD

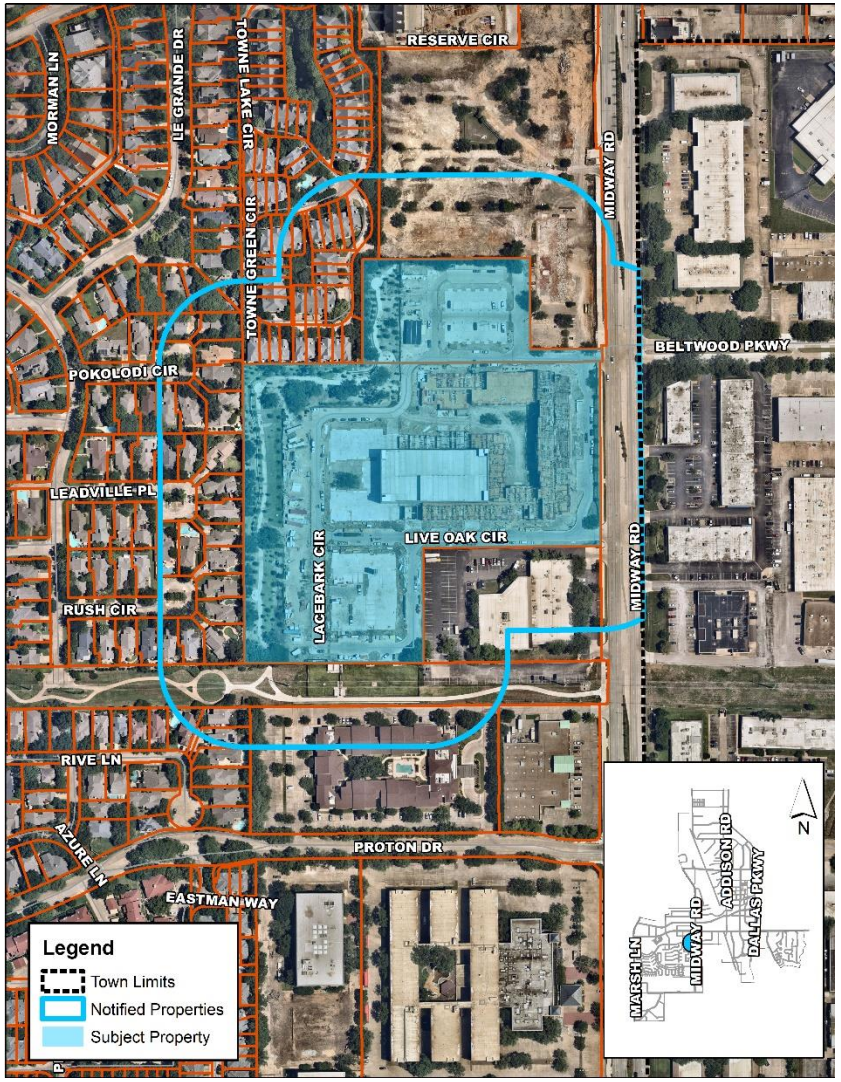
FOR: 0.
AGAINST: 0.
NEUTRAL: 1.

ADDITIONAL FEEDBACK RECEIVED:

- None

PLANNING & ZONING COMMISSION ACTION:

- Approval 7-0



Case 1942-Z AMLI Treehouse

PUBLIC NOTICE:

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

NOTICE RECIPIENTS: 44 + DISD

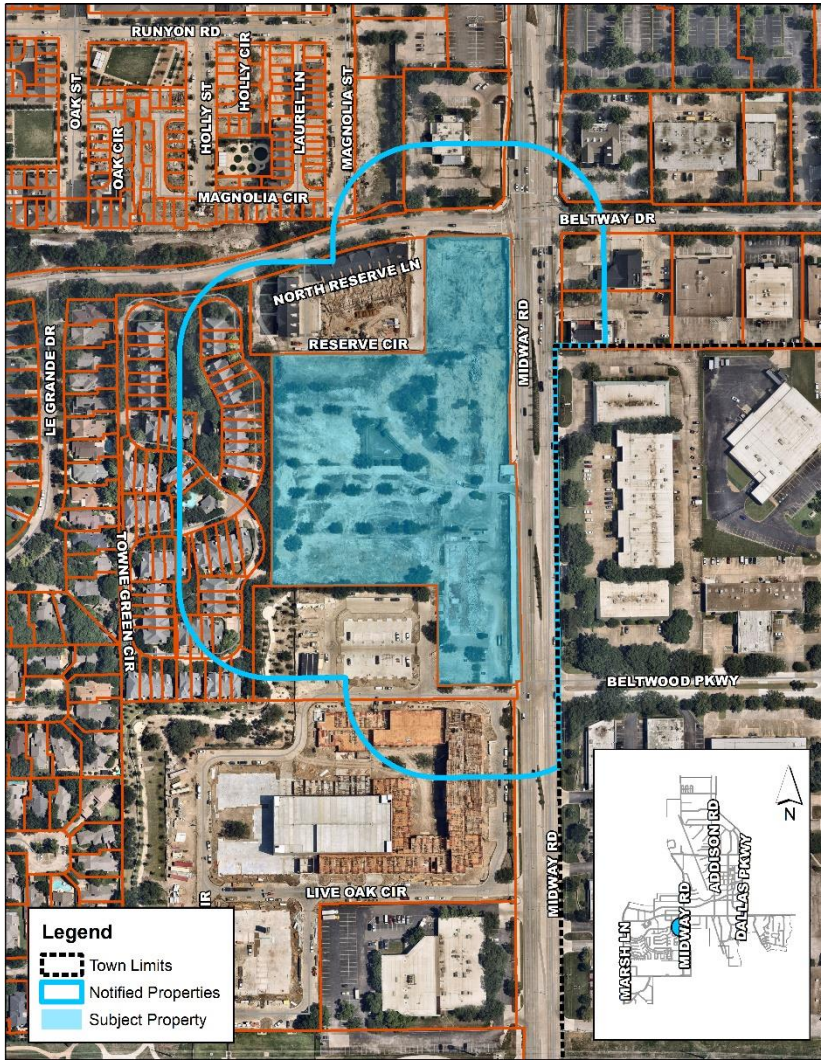
FOR: 0.
AGAINST: 0.
NEUTRAL: 0.

ADDITIONAL FEEDBACK RECEIVED:

- None

PLANNING & ZONING COMMISSION ACTION:

- Approval 7-0



Case 1940-Z AMLI Treehouse

RECOMMENDATION:

Staff recommends **approval** of the request for a Planned Development Amendment for AMLI Treehouse, Phase 1.

Case 1942-Z AMLI Treehouse

RECOMMENDATION:

Staff recommends **approval** of the request for a Planned Development Amendment for AMLI Treehouse, Phase 2, *as recommended by the Planning & Zoning Commission*.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY AMENDING AND RESTATING PLANNED DEVELOPMENT (PD) DISTRICT ORDINANCE NO. 024-35 FOR A 8.02+/- ACRE PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MIDWAY ROAD AND BELTWAY DRIVE, PROVIDING FOR ADOPTION OF AMENDED PERMITTED USE AND DEVELOPMENT STANDARDS AND DEVELOPMENT PLANS TO ALLOW FOR THE DEVELOPMENT OF 166 MULTIFAMILY DWELLING UNITS, 26 TOWNHOME FEE SIMPLE LOTS, 16 TOWNHOME RENTAL DWELLING UNITS, RETAIL AND RESTARUANT USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on September 16, 2025 the Planning & Zoning Commission considered and made recommendations on Case No.1942-Z, being a request to amend and restate Planned Development (PD) District Ordinance 024-35 ("PD 024-35") for a 8.02+/- acre property generally located at the southwest corner of Midway Road and Beltway Drive (the "Property") to allow for amended Permitted Use and Development Standards and Development Plans; and

WHEREAS, on July 23, 2024, the City Council for the Town of Addison, Texas adopted Planned Development (PD) District Ordinance 024-35 ("PD 024-35") for an 8.02+/- acre property generally located at the southwest corner of Midway Road and Beltway Drive; and

WHEREAS, the City Council desires to amend and restate PD 024-35, in its entirety, to allow modified permitted use and development standards and development plans (Case No. 1942-Z); and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended so as to amend and restate PD 024-35, in its entirety, and to provide for modified permitted use and development standards and development plans for the Property, which is described and depicted in **Exhibit A** attached hereto, subject to the following conditions:

A. Prior to the issuance of a Certificate of Occupancy for any phase of this development, that specific phase must demonstrate compliance with the Permitted Uses and Development Standards (the "Development Standards"), which are attached hereto as **Exhibit B** and made a part hereof for all purposes. and all public and private infrastructure and site amenities shall be installed in accordance with the Development Plans, which is comprised of a site plan, landscape plan, façade. and floor plans (the "Development Plans"), which are attached hereto as **Exhibit C** and made a part hereof for all purposes.

B. The development shall comply with the terms and conditions outlined in the Master Development Agreement (MDA) between the Town and the Developer, which is based on and supersedes a previously approved Memorandum of Understanding (MOU). Final execution of the MDA, in substantially the same form as approved by the Town Council, shall be a condition precedent to the issuance of any building permit for the development.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***OCTOBER 2025.***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST: **APPROVED AS TO FORM:**

Valencia Garcia, City Secretary

Whitt Wyatt, City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being 8.2110 acres (357,672square feet) tract of land situated in the Thos L. Chenoweth Survey, Abstract No. 273 in the Town of Addison, Dallas County, Texas and being Remainder of Lot 1, Block 1 of Midway Square Addition, an addition to the Town of Addison, Dallas County, Texas recorded in Volume 93252, Page 3095 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of a tract of land described in Special Warranty Deed to VVI, Inc. recorded in Volume 96047, Page 4955 of said D.R.D.C.T., said 8.2110 acres tract being more particularly described as follows:

BEGINNING at a "X" cut set at the intersection of the west right-of-way line of Midway Road (a variable width right-of-way) and the south right-of-way line of Beltway Drive (a 60-foot wide right-of-way), also being the north line of said Lot 1;

THENCE, South 89°25'22" West, along south right-of-way line of said Beltway drive and the north line of said Lot 1, a distance of 120.00 feet to the beginning of a non-tangent curve to the left;

THENCE, Southwesterly, continuing along south right-of-way line of said Beltway drive and the north line of said Lot 1, also along the arc of said curve to the left having a central angle of 05°55'04", a radius of 660.13 feet, and a chord bearing and distance of South 87°22'46" West, 68.15 feet, and an arc length of 68.18 feet to a 1/2-inch iron with cap stamped "Bowman Prop Cor" set for corner at the end of said curve and being the northeast corner of A Motel Addition, an additional to the Town of Addisson, Dallas County, Texas recorded in Volume 79219, Page 181 of said D.R.D.C.T.;

THENCE, South 00°32'52" East, along the east line of said A Motel Addition and the west line of said Lot 1, a distance of 242.55 feet to a "PK" nail set for corner, same being the southeast corner of said A Motel Addition;

THENCE, South 89°27'10" West, along the south line of said A Motel Addition, a distance of 338.58 feet to a 1/2-inch iron rod found for the most north westerly corner of said Lot 1, and being the most north easterly corner of Lot 67 (Common Area) of Town Lake, an additional to the Town of Addison, Dallas County, Texas recorded in Volume 97003, Page 1033 of said D.R.D.C.T.;

THENCE, South 00°03'17" East, along the east line of said Lot 67 and the west line of said Remainder Lot 1, a distance of 518.66 feet to a "PK" set for corner on the north line of Lot1R, Block 1 of Switzer & Jones Addition, an addition to the Town of Addison, Dallas County, Texas, and from which a "PK" nail found bears North 82°02'28" East, 0.75 feet;

THENCE, North 89°47'02" East, along the north line of said Lot 1R, and the south line of said Lot 1, a distance of 348.13 feet to a "PK" nail set for corner and being the northeast corner of said Lot 1R, from which a "PK" nail found bears South 27°19'27" East, 0.61 feet;

THENCE, South 00°12'58" East, along the east line of said Lot 1R, a distance of 218.56 feet to a "PK" nail set for the most southerly west corner of said Lot 1, from which a "X" cut found bears North 35°01'11" West, 1.08 feet;

THENCE, along the common line of said Lot 1 and Lot 1R the following three (calls):

1) North 89°47’02” East, a distance of 168.39 feet to a 1/2-inch iron rod with cap stamped “BOWMAN PROP COR” ser for corner;
2) North 00°12’58” West, a distance of 8.17 feet to a 1/2-inch iron rod with cap stamped “BOWMAN PROP COR” ser for corner;
3) North 89°47’02” East, at a distance of 1.92 feet passing a 5/8-inch iron rod found for the most south easterly corner of said Lot 1R, continuing for a total distance of 13.11 feet to a 1/2-inch iron rod with cap stamped “BOWMAN PROP COR” ser for corner on the west right-of-way line of said Midway Road, and being the most southerly east corner of said Lot 1;

THENCE, along the west right-of-way line of said Midway Road and the east line of said Lot 1 the following five (5) calls:

1) North 00°23’13” West, a distance of 977.17 feet to a “X” cut set for corner;
2) South 89°47’02” West, a distance of 11.00 feet to a “X” cut set for corner;
3) North 00°23’13” West, a distance of 151.21feet to a “X” cut set for corner;
4) North 06°18’20” East, a distance of 94.39 feet to “X” cut set for corner;
5) North 00°23’13” West, a distance of 255.65 feet to the **POINT OF BEGINNING**, and containing 8.2110 acres (357,672 square feet) of land.

EXHIBIT A

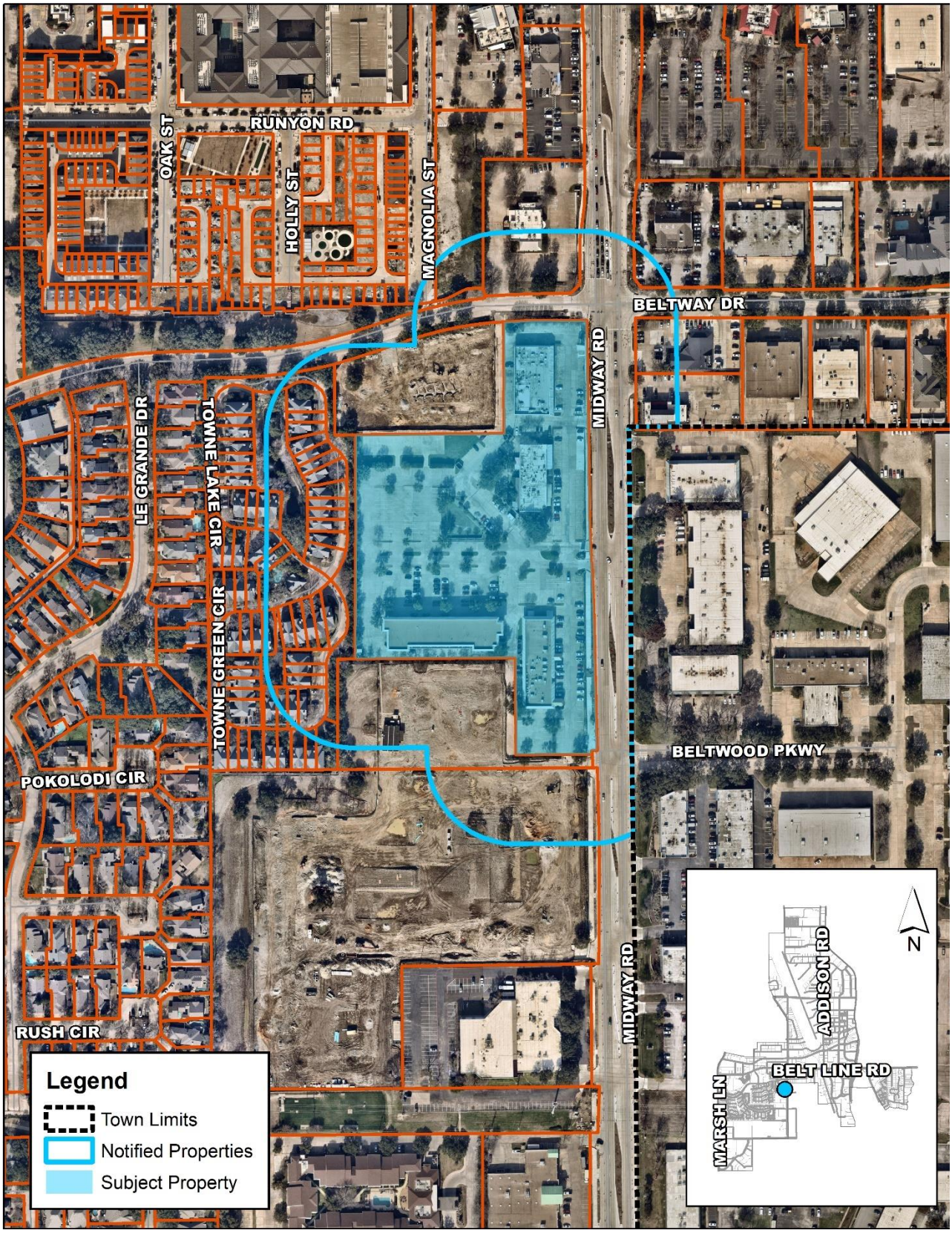

RUNYON RD
OAK ST
HOLLY ST
MAGNOLIA ST
BELTWAY DR
MIDWAY RD
LE GRANDE DR
TOWNE LAKE CIR
TOWNE GREEN CIR
POKOLODI CIR
BELTWOOD PKWY
RUSH CIR
MIDWAY RD
Legend
Town Limits
Notified Properties
Subject Property
N
ADDISON RD
BELT LINE RD
MARSH LN

EXHIBIT A

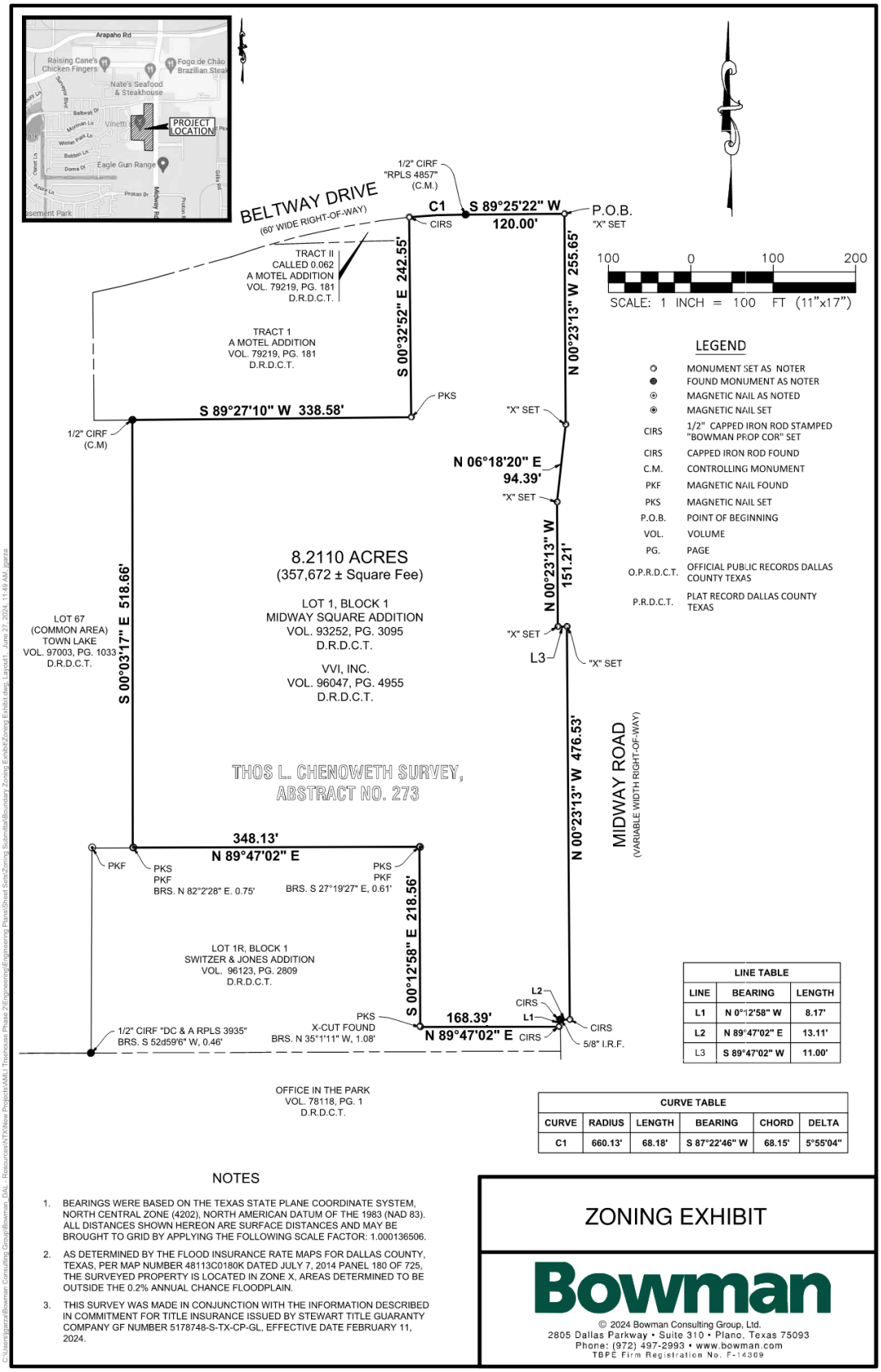

Arapaho Rd
Raising Cane's Chicken Fingers
Fogo de Chão Brazilian Steak
Nate's Seafood & Steakhouse
Belterra Dr
Morrison Ln
Vinetti
PROJECT LOCATION
Winner Walk Ln
Babbitt Ln
Dorris Dr
Eagle Gun Range
Proton Dr
Midway Rd
Addison Park
BELTWAY DRIVE
(60' WIDE RIGHT-OF-WAY)
1/2" CIRF "RPLS 4857" (C.M.)
C1
CIRS
S 89°25'22" W
120.00'
P.O.B.
"X" SET
TRACT II
CALLED 0.062
A MOTEL ADDITION
VOL. 79219, PG. 181
D.R.D.C.T.
S 00°32'52" E 242.55'
N 00°23'13" W 255.65'
100 0 100 200
SCALE: 1 INCH = 100 FT (11"x17")
TRACT 1
A MOTEL ADDITION
VOL. 79219, PG. 181
D.R.D.C.T.
PKS
S 89°27'10" W 338.58'
"X" SET
1/2" CIRF (C.M)
N 06°18'20" E
94.39'
"X" SET
N 00°23'13" W
151.21'
8.2110 ACRES
(357,672 ± Square Fee)
LOT 1, BLOCK 1
MIDWAY SQUARE ADDITION
VOL. 93252, PG. 3095
D.R.D.C.T.
VVI, INC.
VOL. 96047, PG. 4955
D.R.D.C.T.
LOT 67
(COMMON AREA)
TOWN LAKE
VOL. 97003, PG. 1033
D.R.D.C.T.
S 00°03'17" E 518.66'
"X" SET
L3
"X" SET
N 00°23'13" W 476.53'
MIDWAY ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
THOS L. CHENOWETH SURVEY,
ABSTRACT NO. 273
348.13'
N 89°47'02" E
PKF
PKS
PKF
BRS. N 82°2'28" E. 0.75'
PKS
PKF
BRS. S 27°19'27" E, 0.61'
LOT 1R, BLOCK 1
SWITZER & JONES ADDITION
VOL. 96123, PG. 2809
D.R.D.C.T.
S 00°12'58" E 218.56'
L2
CIRS
L1
CIRS
5/8" I.R.F.
PKS
X-CUT FOUND
BRS. N 35°1'11" W, 1.08'
168.39'
N 89°47'02" E
CIRS
1/2" CIRF "DC & A RPLS 3935"
BRS. S 52d59'6" W, 0.46'
OFFICE IN THE PARK
VOL. 78118, PG. 1
D.R.D.C.T.
LEGEND
MONUMENT SET AS NOTER
FOUND MONUMENT AS NOTER
MAGNETIC NAIL AS NOTED
MAGNETIC NAIL SET
CIRS 1/2" CAPPED IRON ROD STAMPED "BOWMAN PROP COR" SET
CIRS CAPPED IRON ROD FOUND
C.M. CONTROLLING MONUMENT
PKF MAGNETIC NAIL FOUND
PKS MAGNETIC NAIL SET
P.O.B. POINT OF BEGINNING
VOL. VOLUME
PG. PAGE
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
P.R.D.C.T. PLAT RECORD DALLAS COUNTY TEXAS
LINE TABLE
LINE | BEARING | LENGTH
L1 | N 0°12'58" W | 8.17'
L2 | N 89°47'02" E | 13.11'
L3 | S 89°47'02" W | 11.00'
CURVE TABLE
CURVE | RADIUS | LENGTH | BEARING | CHORD | DELTA
C1 | 660.13' | 68.18' | S 87°22'46" W | 68.15' | 5°55'04"
NOTES
1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF THE 1983 (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 1.000136506.
2. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR DALLAS COUNTY, TEXAS, PER MAP NUMBER 48113C0180K DATED JULY 7, 2014 PANEL 180 OF 725, THE SURVEYED PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. THIS SURVEY WAS MADE IN CONJUNCTION WITH THE INFORMATION DESCRIBED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY GF NUMBER 5178748-S-TX-CP-GL, EFFECTIVE DATE FEBRUARY 11, 2024.
ZONING EXHIBIT
Bowman
© 2024 Bowman Consulting Group, Ltd.
2805 Dallas Parkway • Suite 310 • Plano, Texas 75093
Phone: (972) 497-2993 • www.bowman.com
TBPE Firm Registration No. F-14309
C:\Users\jgarza\Bowman Consulting Group\Bowman_DAL - Resources\NTX\New Projects\AMLI Treehouse Phase 2\Engineering\Engineering Plans\Sheet Sets\Zoning Submittal\Boundary Zoning Exhibit\Zoning Exhibit.dwg, Layout1, June 27, 2024, 11:49 AM, jgarza

EXHIBIT B

PHASE II PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence (Attached or Detached).

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Office/Co-Working.

   G. Retail.

   H. Restaurant (as defined within the Unified Development Code).

   I. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 182 dwelling units (166 stacked flat dwelling units and 16 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association:** A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 75 percent of the gross site area, as depicted in **Exhibit C.**

6. **Landscape Area (Overall Site):**
   A. Minimum Landscape Area: 20 percent of the gross site area (inclusive of the open space dedicated to the Town), or as depicted in **Exhibit C**.

   Minimum Tree Plantings: New canopy tree plantings shall be a minimum of four (4) caliper inches in diameter. Tree planting may be achieved in public open space, private open space, common areas, and/or private yards.

   Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least eight (8) caliper inches in diameter, a replacement tree, of at least six (6) caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch-for-inch basis.

Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhood to the west shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. Public Open Space:

A. Minimum Public Open Space: 0.70 acres, as depicted on **Exhibit C**.

B. Redding Trail Extension: A 10-foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C.**

C. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptacles, pedestrian lighting, and public art.

D. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental ground cover, and zoysia, bermuda, or acceptable alternative grass turf.

E. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Typical Street Section: Dimensional standards and typical components of the streets within the district are provided below. The list is all inclusive, however, some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C**.

A. Travel lanes: Two, 12-foot travel lanes.
B. Curb Parking lanes: 8 feet, on each side of the street, where feasible and appropriate.
C. Planting Strip: 5 feet, on each side of the street.
D. Street Trees: One tree every 40 linear feet. Variations may be permitted by the Director of Parks and Recreation where alternative designs can positively contribute to the overall aesthetics of the site.
E. Street Lighting: Uniformly spaced street lamps, achieving a minimum average lighting of 2.0 footcandles, with a minimum of 1.0 footcandle, consistent with the Illuminating Engineer Society's recommendation for a mixed vehicle and pedestrian area. The exact location shall be provided in accordance with a lighting plan approved at the time of site development permit approval.
F. Sidewalk: 6 feet, on each side of the street.

9. **Pavement Treatments:** Enhanced pavement treatments will be provided at key pedestrian features through the development. This will be achieved through the use of pavers, as well as unique concrete treatments such painting, staining, and patterned sawcut.

10. **Multifamily (Stacked Flat) Form Standards:**
    A. Minimum Lot Area: None.

    B. Minimum Lot Width: None.

    C. Maximum Lot Width: 600 feet.

    D. Minimum Lot Depth: None.

    E. Maximum Lot Depth: 300 feet.

    F. Minimum Building Setbacks:
        A. Front Yard: 60 feet from the eastern property boundary and 10 feet from the front of curb.
        B. Side Yard: 15 feet from front of curb.
        C. Rear Yard: 15 feet from front of curb.
        D. Existing Neighborhood: 150 feet from the westernmost subdivision boundary.

    G. Maximum Building Height: 60 feet from top of foundation.
        A. Parapet Height and Architectural Projections: In order to provide appropriate projections, up to 50 percent of the facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.
    H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

11. **Multifamily (Townhome) Form Standards:**
    A. Minimum Lot Area: None

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:
   A. Front Yard: 4 feet from the back of sidewalk.
   B. Side Yard:
      1. End Cap Dwelling Units: 16 feet from the front of curb.
      2. All other units: None.
   C. Rear Yard: None.
   D. Existing Neighborhood: 120 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   A. Overhangs and balconies: 5 feet.
   B. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,500 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet.

12. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:
   A. Front Yard: Street-facing: 10 feet from front of curb. Park-facing: 5 feet, when fronting public open space.
   B. Side Yard:
      1. 3 feet and 20 feet separation between adjacent buildings.
      2. All other lots: None
   C. Rear Yard: None.
   D. Existing Neighborhood: 60 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   A. Overhangs and Balconies: 5 feet
   B. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible for Buildings 19 and 20, as depicted on the Development Plans.

13. Parking:

A. Minimum Parking Requirements:

A. Multifamily (Stacked Flat): 1 space per bedroom.
B. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
C. Townhome (Fee Simple): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
D. Office/Co-Working: 1 space per 300 square feet of floor area.
E. Retail: 1 space per 200 square feet of floor area.
F. Restaurant: 1 space per 175 square feet of floor area.

14. Façade: Building facades shall generally comply with the Development Plans depicted in **Exhibit C** and with the terms and conditions of the MOU and any subsequently executed development agreement.

15. Mechanical Equipment Placement and Screening: Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground-mounted HVAC units, provided that said units are screened from view with landscape or hardscape features.

16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

17. Sustainability:

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging Infrastructure: To accommodate a minimum of 15 electric vehicle charging stations shall be provided for the project.

C. Public Art: Funding shall be provided for public art in coordination with the Town and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

D. Bus Transit Facilities: The developer shall improve the bus transit shelter on Midway Road. The bus transit shelter materials shall be consistent with Town standards.

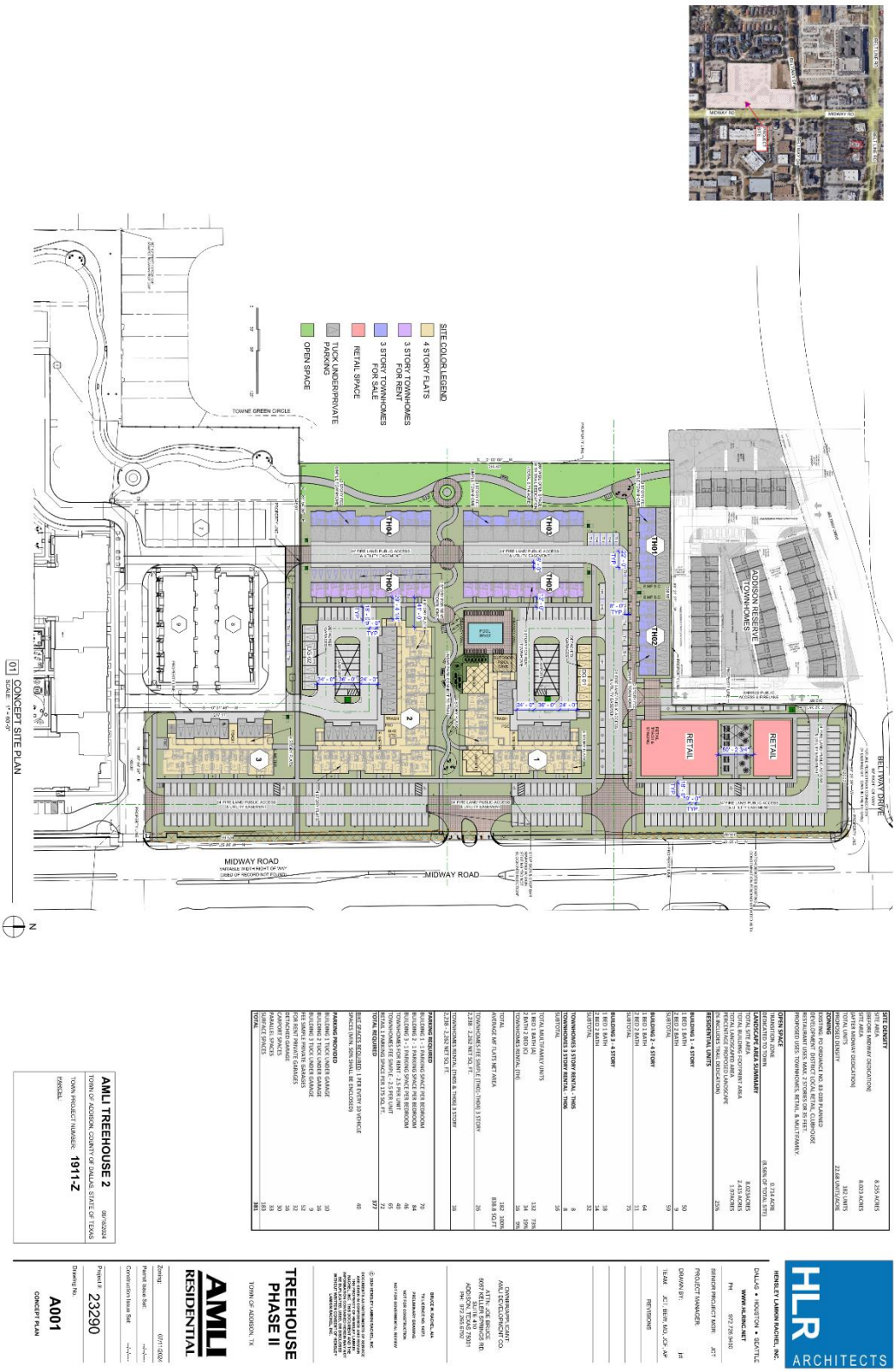
18. Unit Features:

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

EXHIBIT C

DEVELOPMENT PLANS



SITE DENSITY		
GROSS AREA		8.335 ACRES
(BEFORE MIDWAY DEDICATION)		
(AFTER MIDWAY DEDICATION)		8.072 ACRES
TOTAL UNITS		180 UNITS
PROPOSED DENSITY		22.68 UNITS/ACRE
ZONING		
EXISTING PD ORDINANCE NO. 83-039 PLANNED DEVELOPMENT DISTRICT NO. 39		
RESTAURANT USES: MAX. 2 STORIES OR 35 FEET		
PROPOSED USES: TOWNHOMES, RETAIL & MULTI-FAMILY		
OPEN SPACE		
TRANSITION ZONE		0.714 ACRE
(0.5 MIN OF TOTAL SITE)		
LANDSCAPE AREA SUMMARY		
TOTAL SITE AREA		8.335ACRES
TOTAL LANDSCAPED AREA		2.422ACRES
PERCENTAGE PROPOSED LANDSCAPE		1.97%ACRES
RESIDENTIAL UNITS		235
BUILDING 1 - 4 STORY		
1 BED 1 BATH		50
2 BED 2 BATH		9
SUBTOTAL		59
BUILDING 2 - 4 STORY		
1 BED 1 BATH		64
2 BED 2 BATH		11
SUBTOTAL		75
BUILDING 3 - 4 STORY		
1 BED 1 BATH		56
2 BED 2 BATH		14
SUBTOTAL		32
TOWNHOMES 3 STORY RENTAL - TH05		
2 BED 2 BATH		8
SUBTOTAL		16
TOWNHOMES 3 STORY RENTAL - TH06		
TOTAL MULTI-FAMILY UNITS		132 75%
2 BATH 2 BED CI		34 25%
TOWNHOMES RENTAL (TH)		36 25%
TOTAL		182 100%
AVERAGE (AP TUFT) NET AREA		838.8 SQ.FT
TOWNHOMES SEE SHEET (TH01-TH06) 3 STORY		26
2,238 - 2,262 NET SQ. FT.		
TOWNHOMES RENTAL (TH01 & TH02) 3 STORY		36
2,238 - 2,262 NET SQ. FT.		
PARKING REQUIRED		
BUILDING 1 - 1 PARKING SPACE PER BEDROOM		70
BUILDING 2 - 1 PARKING SPACE PER BEDROOM		86
BUILDING 3 - 1 PARKING SPACE PER BEDROOM		46
TOWNHOMES (SEE SHEET) - 2 SPACES PER UNIT		52
TOWNHOMES RENTAL - 2 SPACES PER UNIT		65
RETAIL 1 PARKING SPACE PER 175 SQ. FT		72
TOTAL REQUIRED		377
BIKE SPACES REQUIRED 1 PER EVERY 10 VEHICLE SPACES (MIN. 50% SHALL BE ENCLOSED)		40
PARKING PROVIDED		
BUILDING 1 TUCK UNDER GARAGE		59
BUILDING 2 TUCK UNDER GARAGE		56
BUILDING 3 TUCK UNDER GARAGE		9
FOR RENT TOWNHOMES GARAGES		52
FOR RENT PRIVATE GARAGES		32
FOR SALE GARAGES		16
DETACHED GARAGE		16
SURFACE SPACES		95
PARALLEL SPACES		33
SURFACE SPACES		183
TOTAL		**381**

AMLI TREEHOUSE 2 09/19/2024

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: **1911-Z**

PARCEL

HERSKEY LAMMON RACHEL, INC.

DALLAS • HOUSTON • SEATTLE

WWW.HLRINC.NET

PH 972.726.9400

SENIOR PROJECT MGR. JCT

PROJECT MANAGER

DRAWN BY: JR

TEAM JCT, BW/PI, MD, JCP, AP

REVISIONS

HLR ARCHITECTS

CONSTRUCTION MGMT
AMLI RESIDENTIAL CO.
ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
ADDISON, TEXAS 75001
PH. 972.268.8700

BRUCE A. RACHEL, AIA
TX LICENSE NO. 14872

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF BRUCE A. RACHEL, AIA, TEXAS REGISTRATION NO. 14872 IT IS NOT TO BE USED FOR BIDDING OR CONSTRUCTION PURPOSES.

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TREEHOUSE PHASE II

TOWN OF ADDISON, TX

AMLI RESIDENTIAL

Zoning: 07/11/2024

Permit Issue Set: --/--/----

Construction Issue Set: --/--/----

Project #: 23290

Drawing No.: **A001**

CONCEPT PLAN

EXHIBIT C

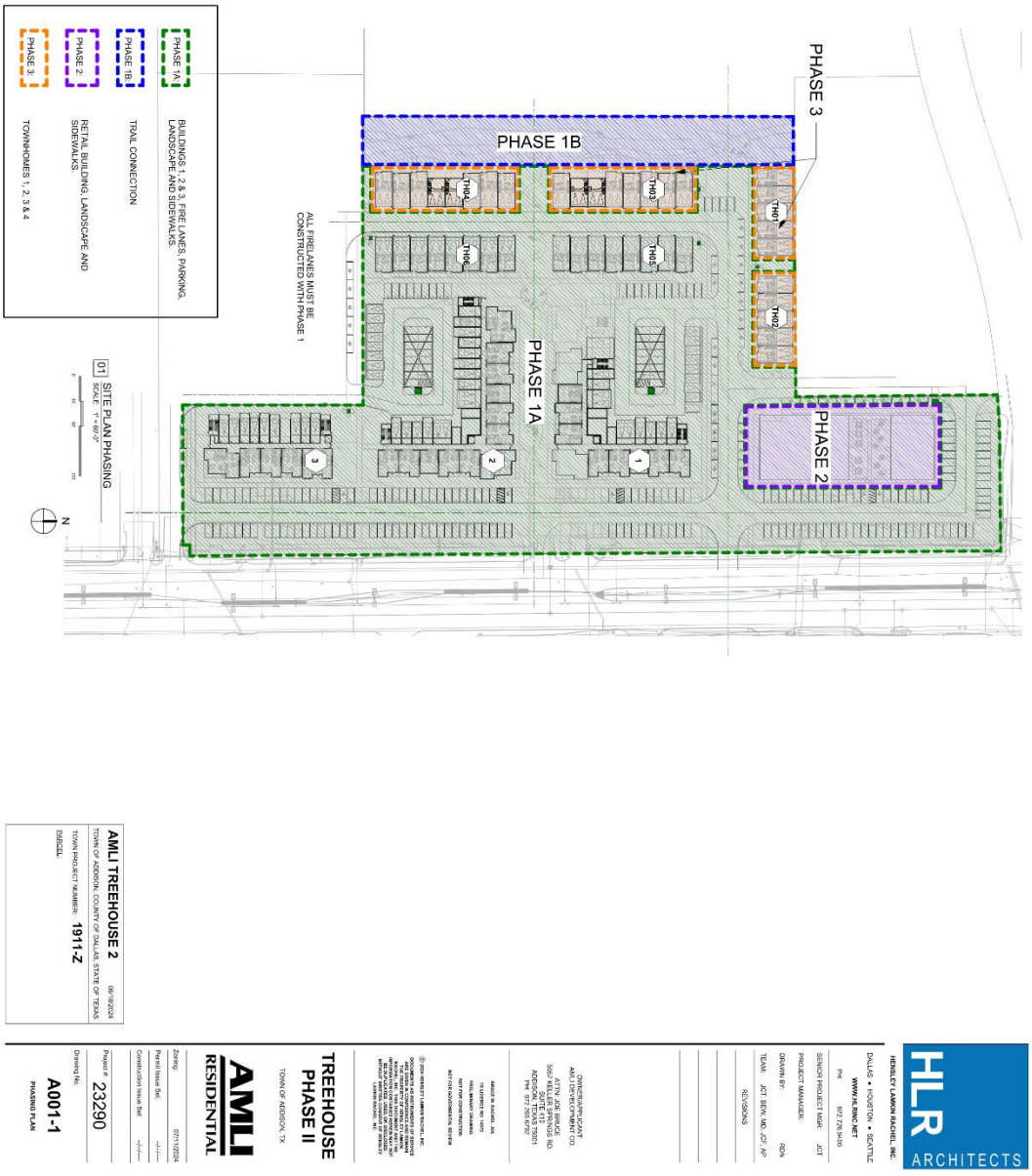

PHASE 1A
BUILDINGS 1, 2 & 3, FIRE LANES, PARKING, LANDSCAPE AND SIDEWALKS.
PHASE 1B
TRAIL CONNECTION
PHASE 2
RETAIL BUILDING, LANDSCAPE AND SIDEWALKS.
PHASE 3
TOWNHOMES 1, 2, 3 & 4
ALL FIRELANES MUST BE CONSTRUCTED WITH PHASE 1
PHASE 3
PHASE 1B
PHASE 1A
PHASE 2
TH01
TH02
TH03
TH04
TH05
TH06
1
2
3
01 SITE PLAN PHASING
SCALE 1" = 60'-0"
N
AMLI TREEHOUSE 2
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
TOWN PROJECT NUMBER: 1911-Z
08/19/2024
TREEHOUSE
PHASE II
TOWN OF ADDISON, TX
AMLI
RESIDENTIAL
Zoning
Permit Issue Set 07/12/2024
Construction Issue Set --/--/----
Project #: 23290
Drawing No.
A001-1
PHASING PLAN
OWNER/DEVELOPER
AMLI DEVELOPMENT CO.
ATTN: JOE BRUCE
5057 KELLER SPRINGS RD.
ADDISON, TEXAS 75001
PH: 972.789.9700
MANAGER OF RECORD: JCT
TEXAS REG. NO.: 14071
FIRM REGISTRATION
MEP FOR CONSTRUCTION
MEP FOR ENVIRONMENTAL REVIEW
HENSLEY LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 972.726.9400
SENIOR PROJECT MGR.: JCT
PROJECT MANAGER: RDN
DRAWN BY:
TEAM: JCT, BEV, MD, JCT, AP
REVISIONS
HLR
ARCHITECTS

EXHIBIT C

LANDSCAPE AREA SUMMARY

TOTAL SITE AREA	349502 SF/ 8.023 AC.
TOTAL LANDSCAPE AREA	85868 SF/ 1.97 AC.
PERCENTAGE LANDSCAPE AREA	25% (include redding trail)

NOTES:
- AN IRRIGATION PLAN IS REQUIRED ON CIVIL AND CONSTRUCTION PLANS AND MUST BE SIGNED AND SEALED BY A LICENSED IRRIGATOR
- ALL IRRIGATION CONTROLLERS MUST HAVE A RAIN AND FREEZE SENSORS

Alternate Tree Mitigation Plan and Credits

	Tree Count	Caliper Inches	Notes
Existing Site Trees Surveyed	71	1,036	
Trees Removed	24	324	
Trees Transplanted	1	31	
Total Tree Mitigation Required		**681**	
Property (8.023 ac)	140	840	
Single Family Lot (2.5)	60	150	
Total Property Mitigation Provided	**200**	**990**	
Mitigation Credit - Transplant Heritage Trees	155	5X Credit for relocating Heritage Trees (#552)	
Total Mitigation (Property, Park, Credit)		**1,145**	
Total Mitigation Surplus (Deficit)		**464**	

Notes
- The Total Mitigation Surplus caliper inches provides a contingency if a tree can't be preserved or planted as shown herein
- Mitigation Credit - Transplant Heritage Trees determined by Director of Parks and Recreation (31" Transplanted x 5 = 155" caliper Inch Mitigation Credit).
- Note, there is no warranty for transplanting the one (1) heritage tree on-site.
- Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site.
- The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees

LandDesign.

PRELIMINARY - FOR REVIEW ONLY

NOT FOR CONSTRUCTION

AMLI TREEHOUSE PHASE II

ADDISON, TEXAS

8523136

REVISION / ISSUANCE

LANDSCAPE PLAN

L6-00A

EXHIBIT C

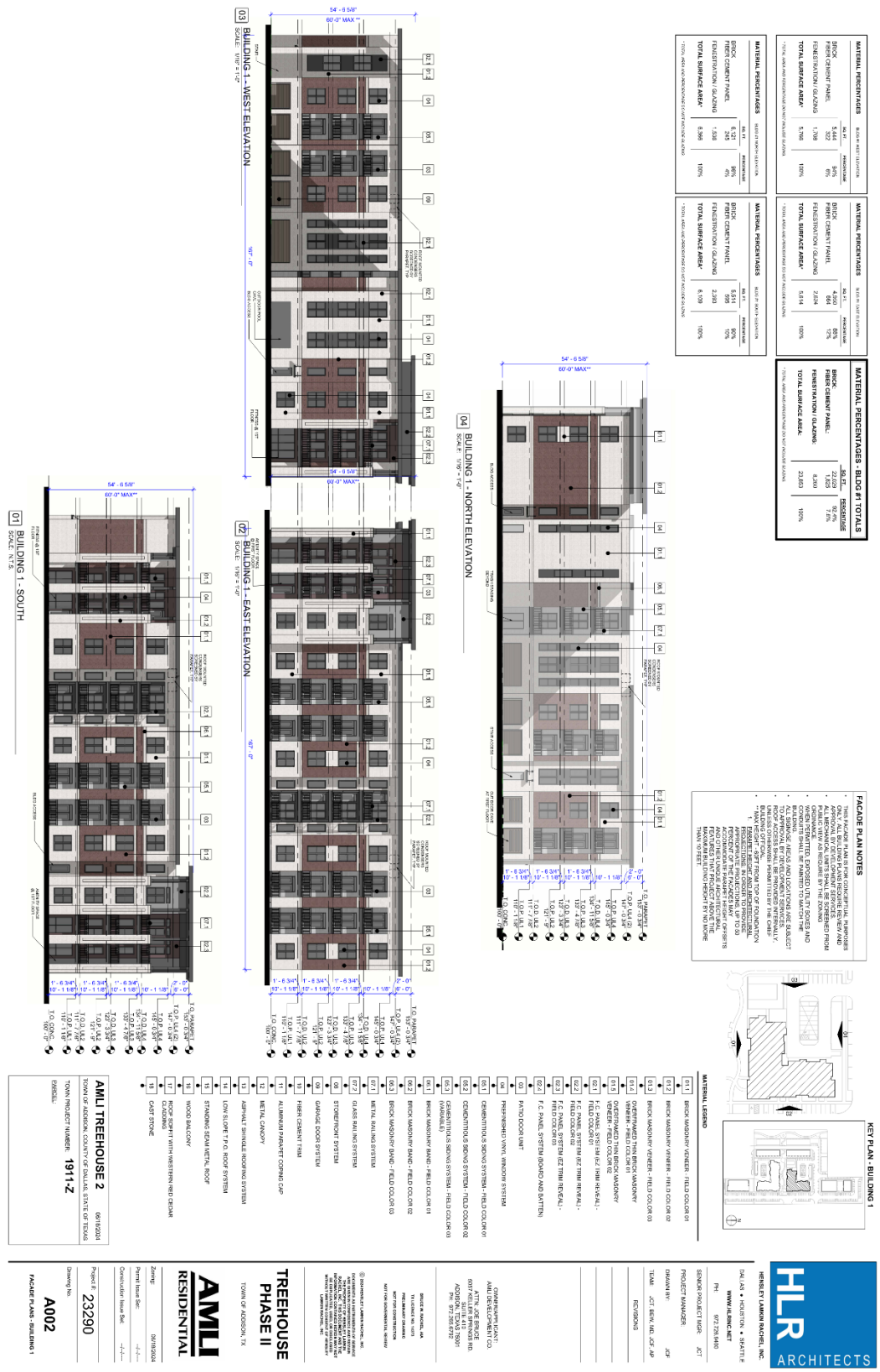

MATERIAL PERCENTAGES - BLDG #1 TOTALS
BRICK: 72,023 SQ.FT. 75.4%
CEMENTITIOUS SIDING: 14,600 SQ.FT. 15.3%
FENESTRATION / GLAZING: 8,950 SQ.FT. 9.4%
TOTAL SURFACE AREA*: 23,853 SQ.FT. 100%
FACADE PLAN NOTES
KEY PLAN - BUILDING 1
MATERIAL LEGEND
01 BUILDING 1 - SOUTH
02 BUILDING 1 - EAST ELEVATION
03 BUILDING 1 - WEST ELEVATION
04 BUILDING 1 - NORTH ELEVATION
AMLI TREEHOUSE 2
1911-Z
TREEHOUSE PHASE II
TOWN OF ADDISON, TX
AMLI RESIDENTIAL
HLR ARCHITECTS
HERSLEY LARSON RACHEL INC.
A002
FACADE PLANS - BUILDING 1

EXHIBIT C

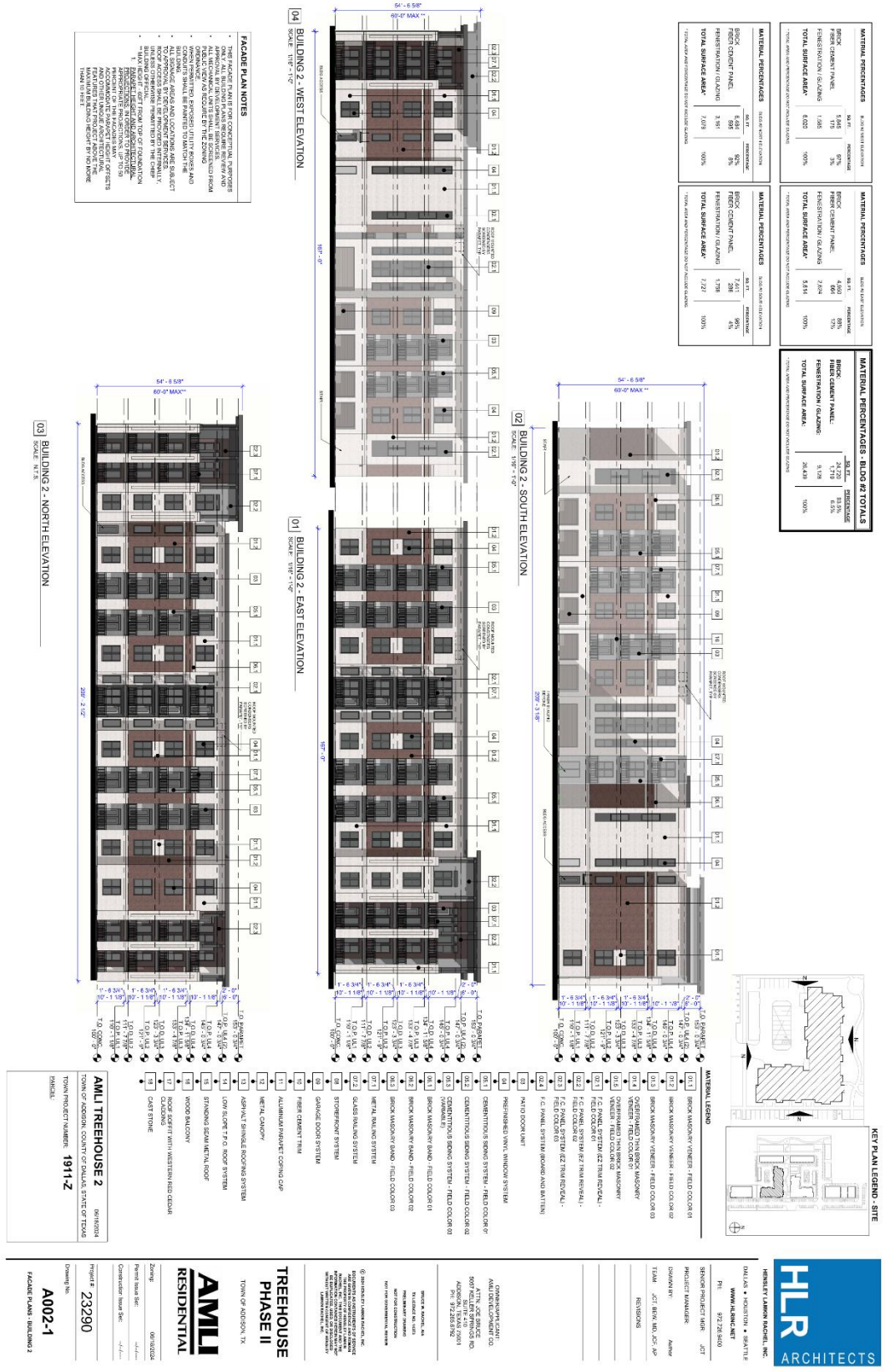

MATERIAL PERCENTAGES - BLDG #2 TOTALS
BRICK:
FIBER CEMENT PANEL:
FENESTRATION / GLAZING:
TOTAL SURFACE AREA:
04 BUILDING 2 - WEST ELEVATION
01 BUILDING 2 - EAST ELEVATION
02 BUILDING 2 - SOUTH ELEVATION
03 BUILDING 2 - NORTH ELEVATION
FACADE PLAN NOTES
MATERIAL LEGEND
KEY PLAN LEGEND - SITE
HLR ARCHITECTS
AMLI RESIDENTIAL
TREEHOUSE PHASE II
AMLI TREEHOUSE 2
A002-1

EXHIBIT C

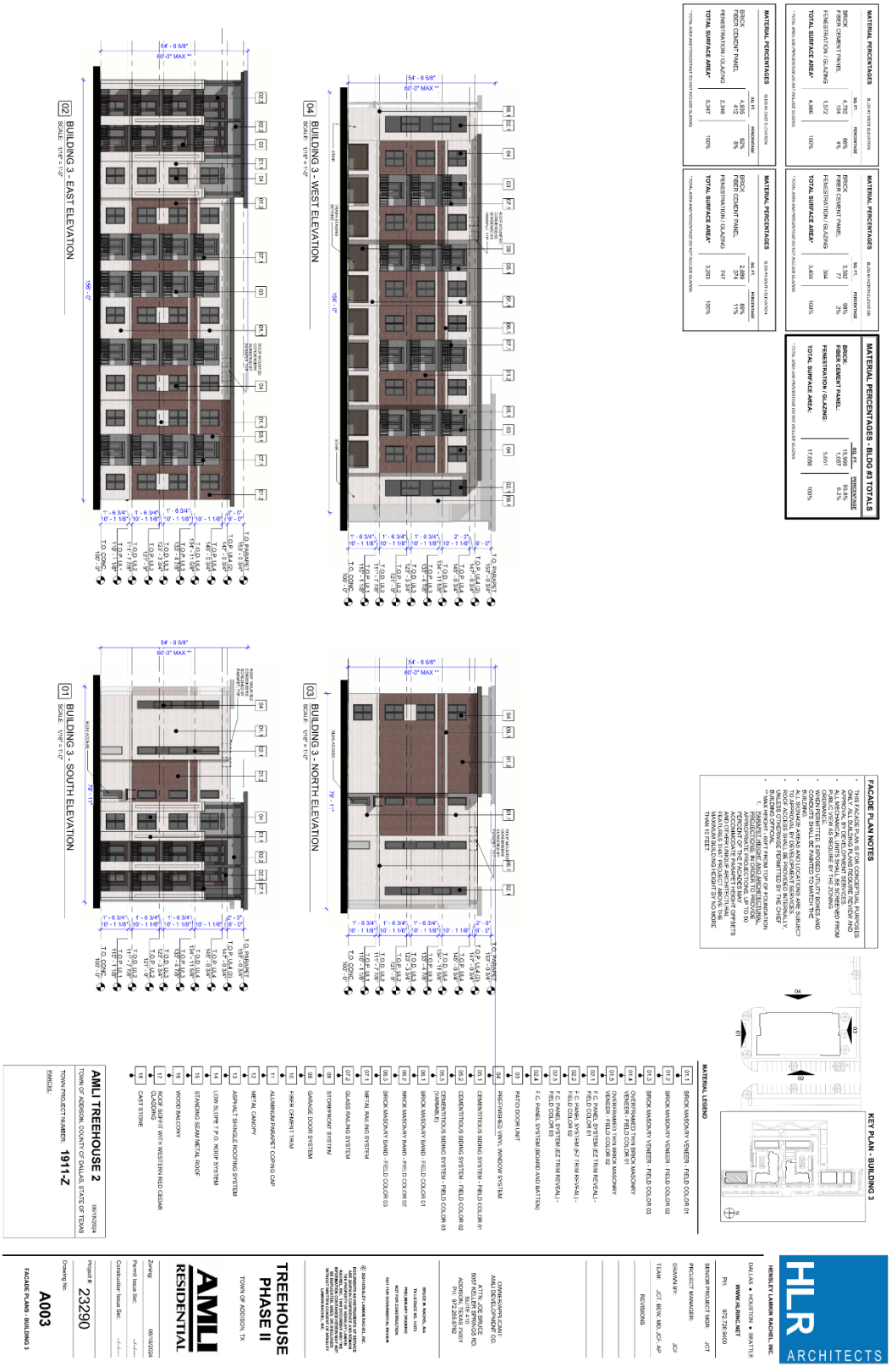

MATERIAL PERCENTAGES - BLDG #3 TOTALS
FACADE PLAN NOTES
KEY PLAN - BUILDING 3
MATERIAL LEGEND
HLR ARCHITECTS
AMLI RESIDENTIAL
TREEHOUSE PHASE II
AMLI TREEHOUSE 2
TOWN OF ADDISON, TX
Project # 23290
A003
FACADE PLANS - BUILDING 3

EXHIBIT C


MATERIAL PERCENTAGES - THRU & THRU TOTALS
FACADE PLAN NOTES
KEY PLAN - BUILDING 1
MATERIAL LEGEND
01 FRONT FACADE - BLDG 5 & 6
02 REAR FACADE - BLDG 5 & 6
03 SIDE FACADE WITH E.M. - BLDG 5 & 6
04 SIDE FACADE - BLDG 5 & 6
HLR ARCHITECTS
AMLI RESIDENTIAL
TREEHOUSE PHASE II
AMLI TREEHOUSE 2
TOWN PROJECT NUMBER: 1911-Z
A005

EXHIBIT C

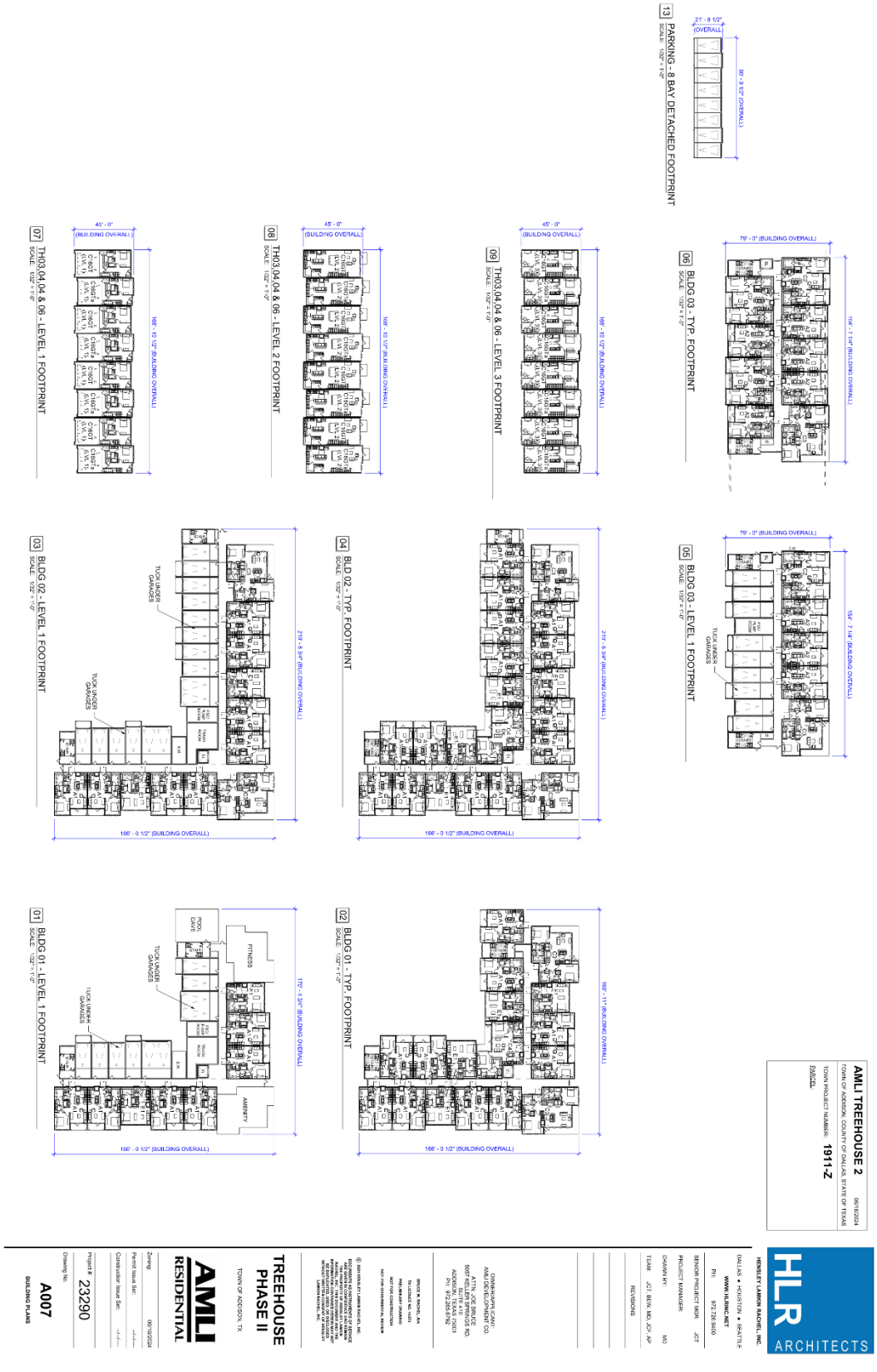

13 PARKING - 8 BAY DETACHED FOOTPRINT
SCALE: 1/32" = 1'-0"
21' - 8 1/2" (OVERALL)
06 BLDG 03 - TYP. FOOTPRINT
SCALE: 1/32" = 1'-0"
79' - 0" (BUILDING OVERALL)
09 TH03.04.04 & 06 - LEVEL 3 FOOTPRINT
SCALE: 1/32" = 1'-0"
45' - 0" (BUILDING OVERALL)
08 TH03.04.04 & 06 - LEVEL 2 FOOTPRINT
SCALE: 1/32" = 1'-0"
45' - 0" (BUILDING OVERALL)
07 TH03.04.04 & 06 - LEVEL 1 FOOTPRINT
SCALE: 1/32" = 1'-0"
45' - 0" (BUILDING OVERALL)
05 BLDG 03 - LEVEL 1 FOOTPRINT
SCALE: 1/32" = 1'-0"
79' - 0" (BUILDING OVERALL)
TUCK UNDER GARAGES
04 BLDG 02 - TYP. FOOTPRINT
SCALE: 1/32" = 1'-0"
03 BLDG 02 - LEVEL 1 FOOTPRINT
SCALE: 1/32" = 1'-0"
TUCK UNDER GARAGES
02 BLDG 01 - TYP. FOOTPRINT
SCALE: 1/32" = 1'-0"
01 BLDG 01 - LEVEL 1 FOOTPRINT
SCALE: 1/32" = 1'-0"
TUCK UNDER GARAGES
FITNESS
AMENITY
POOL DECK
AMLI TREEHOUSE 2
TOWN PROJECT NUMBER: 1911-Z
HLR ARCHITECTS
HENSLEY LAMON RACHEL, INC.
SENIOR PROJECT MGR: JCT
PROJECT MANAGER: MD
DRAWN BY:
TEAM: JCT, BEW, MD, JCF, AP
REVISIONS
TREEHOUSE PHASE II
TOWN OF ADDISON, TX
AMLI RESIDENTIAL
Zoning: 09/18/2024
Permit Issue Set:
Construction Issue Set:
Project #: 23290
Drawing No:
A007
BUILDING PLANS

EXHIBIT C



AMLI TREEHOUSE 2 09/18/2024

TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS

TOWN PROJECT NUMBER: **1911-Z**

PARCEL:

OWNER/DEVELOPMENT
AMLI DEVELOPMENT CO.
ATTN: JOE BRUCE
5301 BELT LINE ROAD
ADDISON, TEXAS 75001
PH: 972.755.5700

BRUCE & RACHEL AIA
TEL: (214) 871-1811
FAX: (214) 871-1811
NOT FOR CONSTRUCTION
NOT FOR GOVERNMENTAL REVIEW

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TREEHOUSE PHASE II

TOWN OF ADDISON, TX

AMLI RESIDENTIAL

Zoning: 09/18/2024

Permit Issue Set: --/--/----

Construction Issue Set: --/--/----

Project #: **23290**

Drawing No.: **A008**

UNIT PLANS

HENSLEY LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 972.726.9400

SENIOR PROJECT MGR: JCT
PROJECT MANAGER:
DRAWN BY: MD
TEAM: JCT | BEW, MD, JCP, AP

REVISIONS

HLR ARCHITECTS

EXHIBIT C



HLR ARCHITECTS

HENLEY, LAMKIN RACHEL, INC.
DALLAS • HOUSTON • SEATTLE
WWW.HLRINC.NET
PH: 972.726.9400

SENIOR PROJECT MGR: JCT
PROJECT MANAGER:
DRAWN BY: MD
T.MAR: JCT, BKW, MD, JCV, AP
REVISIONS

CONSTRUCTION BY:
AMLI RESIDENTIAL
ATTN: JOE BRUCE
1001 KELLER SPRINGS RD.
ADDISON, TEXAS 75001
PH: 972.258.5792

TREEHOUSE PHASE II
TOWN OF ADDISON, TX

AMLI RESIDENTIAL

Zoning 09/30/2024
Permit Issue Set
Construction Issue Set

Project # 23290

Drawing No.
A009
UNIT PLANS

AMLI TREEHOUSE 2 09/30/2024
TOWN OF ADDISON, COUNTY OF DALLAS, STATE OF TEXAS
TOWN PROJECT NUMBER: 1911-Z
PARCEL:

EXHIBIT C



AMLI_TREEHOUSE
PN_8522139

LandDesign.

EXHIBIT C

KEY PLAN
02
01
FIRST FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A401
CONSULTANT:
ARCHITECT:
APPLICANT:
ISSUE:
DATE
08.14.25
BEDROOM 3
BATH 3
2-CAR GARAGE
BALCONY ABOVE
43'-0"
4'-3"
1'-1/2"
185'-11"

EXHIBIT C

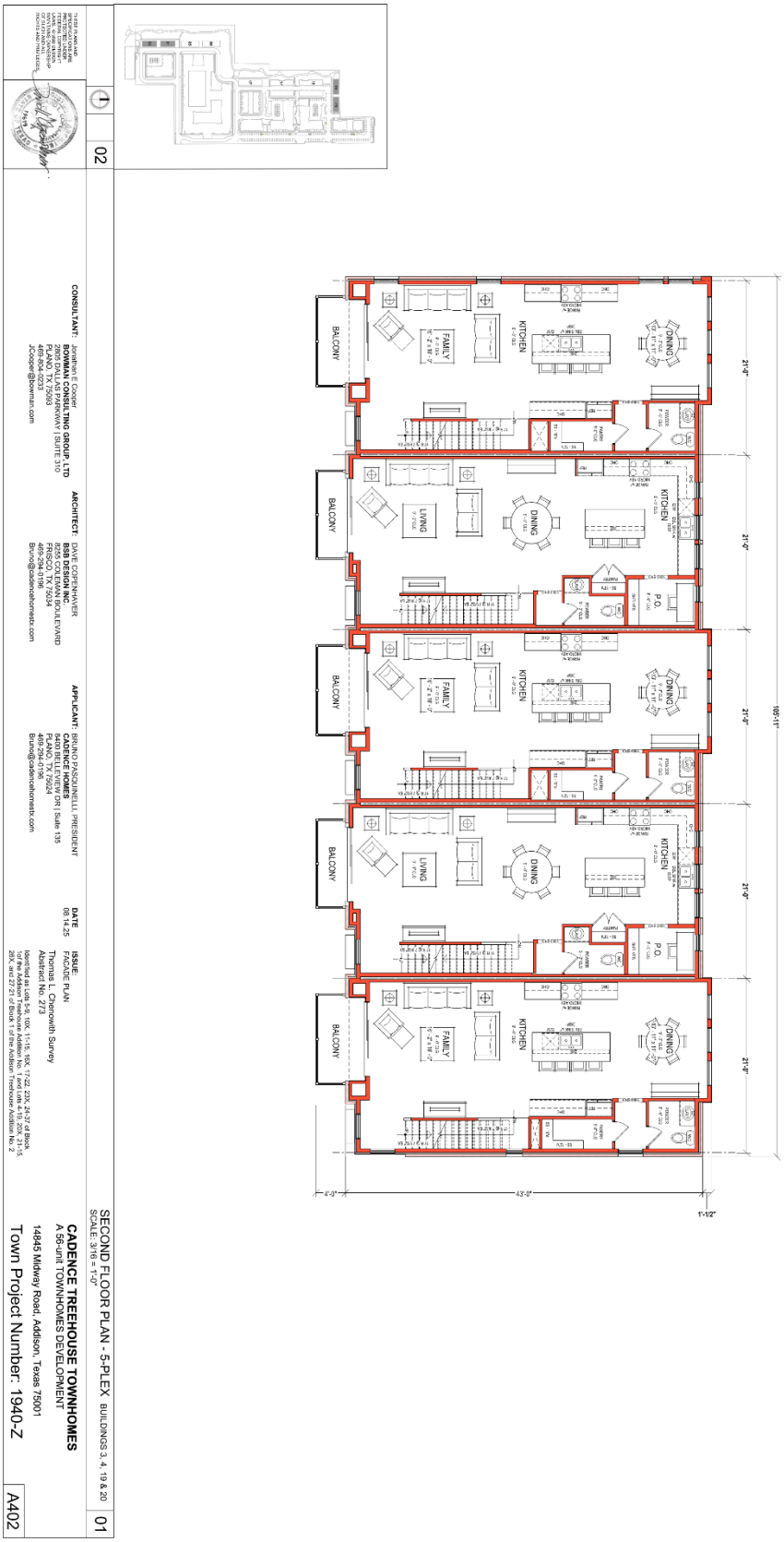

BALCONY
FAMILY
KITCHEN
DINING
LIVING
P.O.
21'-0"
43'-0"
4'-0"
1'-1/2"
SECOND FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A402

EXHIBIT C

THIRD FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
01
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A403
02
CONSULTANT:
ARCHITECT:
APPLICANT:
ISSUE:
DATE
08.14.25
FACADE PLAN
Thomas L. Chenoweth Survey
Abstract No. 273
PRIMARY BEDROOM
BEDROOM 2
LOFT
BATH 2
105'-11"
43'-0"
1'-1 1/2"

EXHIBIT C

CONSULTANT: Jonathan E Cooper
BOWMAN CONSULTING GROUP, LTD
5960 LEGACY DRIVE, BOWMAN | SUITE 310
PLANO, TX 75093
469-604-9203
JCooper@bowmanlan.com

ARCHITECT: DAVE COPENHAVER
BBB DESIGN INC
6160 LEBANON BOULEVARD
FRISCO, TX 75034
469-294-0196
Bruno@cadencehomestx.com

APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
4400 BELT LINE ROAD, Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

14845 Midway Road, Addison, Texas 75001

Lot 1R-1 Addison Lot 1-5R, 11-15, 16R, 17-22, 23R, 24-27 Block 1 of the Addison Treehouse Addition No. 2
Lot 1R-1 Addison Lot 1-5R, 11-15, 16R, 17-22, 23R, 24-27 Block 1 of the Addison Treehouse Addition No. 2

Town Project Number: 1940-Z

A421

01 FIRST FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

02

EXHIBIT C

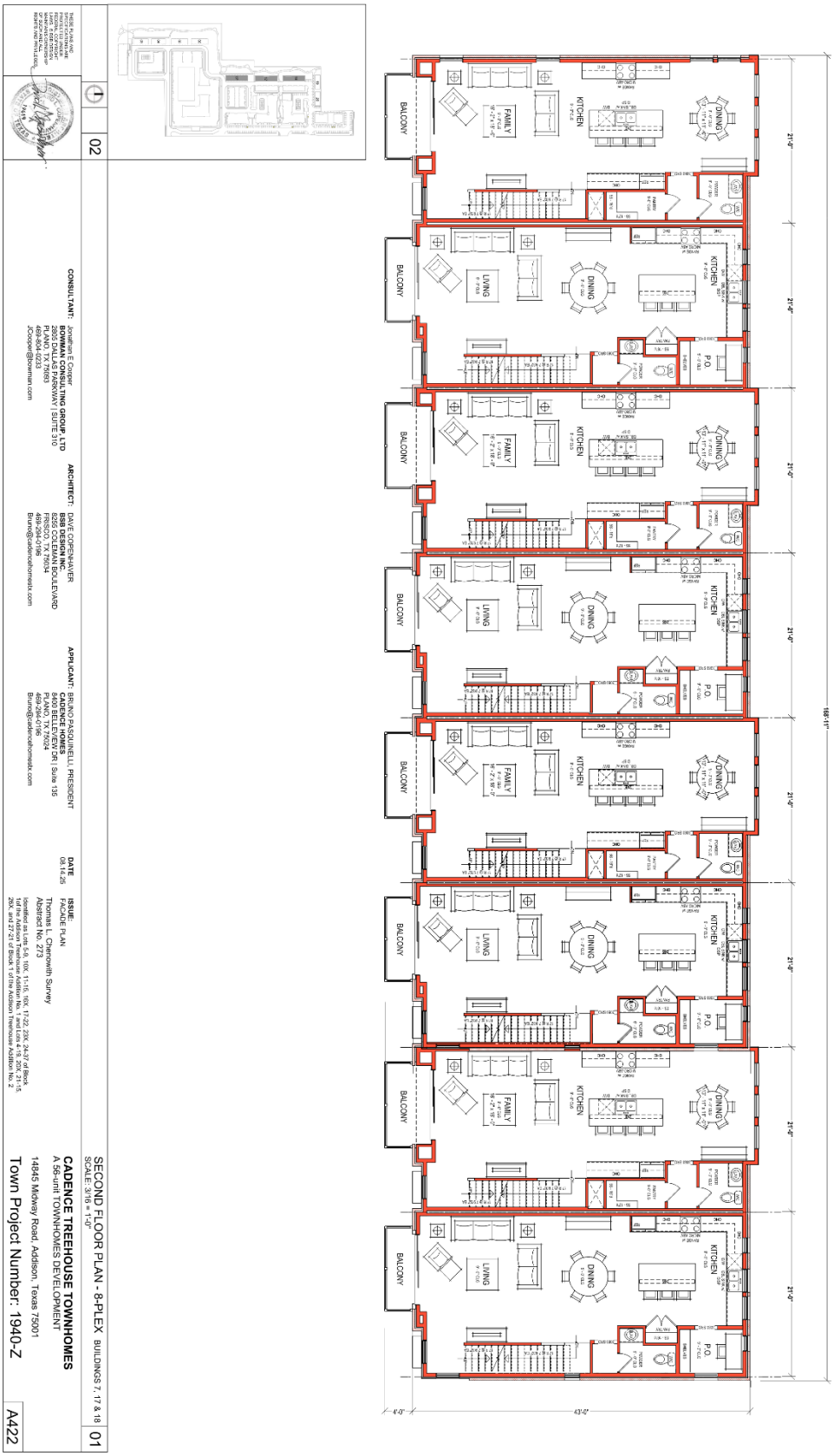

SECOND FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"
01
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A422
ISSUE: FACADE PLAN
DATE 08.14.25
APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
5307 BELT LINE DR | Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com
ARCHITECT: DAVE COPENHAVER
BSB DESIGN INC
FRISCO, TX 75034
469-294-0196
Bruno@cadencehomestx.com
CONSULTANT: Jonathan E Cooper
BOWMAN CONSULTING GROUP, LTD
PLANO, TX 75093
469-804-0233
JCooper@bowman.com
BALCONY
FAMILY
KITCHEN
DINING
LIVING
PWDR
PATIO
BR
43'-0"
4'-0"
21'-0"
198'-11"

EXHIBIT C


CONSULTANT:
JOSHUA E. COOPER
BOWMAN CONSULTING GROUP, LTD
2805 DALLAS PARKWAY | SUITE 310
PLANO, TX 75093
469.900.0233
JCooper@bowman.com
ARCHITECT:
BRUNO PASQUARELLI
CADENCE HOMES
8235 COLEMAN BOULEVARD
FRISCO, TX 75034
469.294.1709
Bruno@cadencehomestx.com
APPLICANT:
BRUNO PASQUARELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
FRISCO, TX 75034
469.294.1709
Bruno@cadencehomestx.com
DATE
08.11.25
ISSUE
PRELIMINARY PLAN
Thomas L. Chenoweth Survey
Abstract No. 273
Identified as Lots 5-9, 12X, 11-15, 16X, 17-22, 23X, 24-37 of Block 1of the Addison Treehouse Addition No. 1and Lots 4-11, 22X, 21-15, 20X, and 2,1 of Block 1 of the Addison Treehouse Addition No. 2
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14945 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
THIRD FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"
01
A423
02
PRIMARY BEDROOM
BEDROOM 2
LOFT
BATH 2
21'-0"
43'-0"
166'-11"

EXHIBIT C


FACADE PLAN NOTES
• This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services
• All mechanical units shall be screened from public view as required by the Zoning Ordinance
• When permitted, exposed utility boxes and conduits shall be painted to match the building
• All signage areas and locations are subject to approval by Development Services
• Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official
REAR ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
03
REAR ELEVATION - 5 PLEX
APPROXIMATE MATERIAL PERCENTAGES:
GARAGE DOOR: 560 SF 12.72%
MASONRY: 1,449 SF 44.00%
BOARD AND BATTEN HARDIE: 466 SF 14.00%
SMOOTH HARDIE: 305 SF 9.00%
GLAZING: 573 SF 17.40%
TOTAL FACADE 3,294 SF 100.00%
% OF FACADE GARAGE DOOR GLAZING AND MASONRY: 2,582 SF 78.40%
FRONT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
01
FRONT ELEVATION - 5 PLEX
APPROXIMATE MATERIAL PERCENTAGES:
FRONT DOOR 49 SF 1.5%
MASONRY: 1,073 SF 33.9%
BOARD AND BATTEN HARDIE 368 SF 11.6%
SMOOTH HARDIE: 1,037 SF 32.7%
GLAZING: 1,137 SF 35.9%
TOTAL FACADE 3,269 SF 100.0%
% OF FACADE FRONT DOOR GLAZING AND MASONRY: 2,259 SF 69.1%
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A404
ISSUE: FACADE PLAN
DATE 08.14.25
APPLICANT: BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
4400 BELT LINE RD, Suite 135
PLANO, TX 75024
469-294-0196
Bruno@cadencehomestx.com
ARCHITECT: DAVE COPENHAVER
RSS DESIGN
8585 DOEBBEN BOULEVARD
FRISCO, TX 75034
469-294-0196
dave@rssdesignstudio.com
CONSULTANT: Jonathan E Cooper
ENGINEERING CONSULTING GROUP, LTD
5001 PLANO PARKWAY | SUITE 210
PLANO, TX 75093
469-804-0023
JCooper@jcemail.com
Thomas L. Chenowith Survey
Abstract No. 273
Being a 3.0 acre tract, Lots 1-11, Blk. 1 and Lots 4-19, Blk. 2 of the Addison Treehouse Addition No. 1 and Lots 1-19, Blk. 1 and Lots 4-19, Blk. 2 of the Addison Treehouse Addition No. 2

EXHIBIT C

FACADE PLAN NOTES
•This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
•Any mechanical equipment shall be screened from public view as required by the Zoning Ordinance
•When permitted, exposed utility boxes and conduits shall be painted to match the building
•All signage areas and locations are subject to approval by Development Services
•Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official
RIGHT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
03
RIGHT ELEVATION - 5-PLEX
APPROXIMATE MATERIAL PERCENTAGES:
MASONRY: 969 SF 81.3%
BOARD AND BATTEN SIDING: 132 SF 11.1%
GLAZING: 91 SF 7.7%
TOTAL FACADE 1,186 SF 100.0%
% OF FACADE GLAZING 7.7%
NON-MASONRY: 1,094 SF 89.3%
LEFT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16" = 1'-0"
01
LEFT ELEVATION - 5-PLEX
APPROXIMATE MATERIAL PERCENTAGES:
MASONRY: 1,165 SF 91.5%
GLAZING: 105 SF 8.5%
TOTAL FACADE 1,211 SF 100.0%
% OF FACADE GLAZING 8.5%
NON-MASONRY: 1,211 SF 100.0%
02
CONSULTANT:
Jonathan E Cooper
BOWMAN CONSULTING GROUP, LTD
2905 DALLAS PARKWAY | SUITE 310
PLANO, TX 75093
469-900-8317
JCooper@bowman.com
ARCHITECT:
DAVE DIPENHAVER
CADENCE HOMES
8235 COLEMAN BOULEVARD
FRISCO, TX 75034
469-854-5317
Bruno@cadencehomestx.com
APPLICANT:
BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
8400 BELLEVIEW DR | Suite 135
PLANO, TX 75024
469-854-5317
Bruno@cadencehomestx.com
DATE
08.14.25
ISSUE:
FACADE PLAN
SURVEYOR:
Thomas L. Chenoweth Survey
Abstract No. 273
Lots 1-15, 16X, 17-20, 22X, 23, 27 of Block 1 of the Addison Treehouse Addition No. 1 and Lots 4-10, 20X, 21-25, 26X, and 27-27 of Block 1 of the Addison Treehouse Addition No. 2
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A405

EXHIBIT C

FACADE PLAN NOTES
FRONT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"
01
REAR ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"
02
NOTE: Refer to page A425 for material takeoffs and calculations
CONSULTANT:
Jonathan E Cooper
TWG GROUP, LTD
2808 DALLAS PARKWAY | SUITE 310
PLANO, TX 75093
469.633.0077
JCooper@txwmlan.com
ARCHITECT:
DAVE COPENHAVER
BRUNO PASQUINELLI
8368 COLEMAN BOULEVARD
FRISCO, TX 75034
469.633.0077
Bruno@cadencehomestx.com
APPLICANT:
BRUNO PASQUINELLI, PRESIDENT
CADENCE HOMES
6400 BELLAIRE VIEW DR | Suite 135
PLANO, TX 75024
469.633.0077
Bruno@cadencehomestx.com
DATE
08.14.25
ISSUE:
FACADE PLAN
Thomas L. Chenowith Survey
Abstract No. 273
Lots 1-10, Block 1; Lots 1-10, Block 2; Lots 1-11, Block 3; Lots 1-11, Block 4; Lots 1-10, Block 5; Lots 1-10, Block 6; Lots 1-11, Block 7; Lots 1-10, Block 8; Lots 1-10, Block 9; Lots 1-11, Block 10; Lots 1-10, Block 11; Lots 1-10, Block 12; Lots 1-11, Block 13; Lots 1-10, Block 14; Lots 1-10, Block 15; Lots 1-11, Block 16; Lots 1-10, Block 17; Lots 1-10, Block 18; Lots 1-11, Block 19; Lots 1-10, Block 20; Lots 1-11, Block 21; Lots 1-10, Block 22; Lots 1-10, Block 23; Lots 1-11, Block 24; Lots 1-10, Block 25; Lots 1-10, Block 26; Lots 1-11, Block 27; Lots 1-10, Block

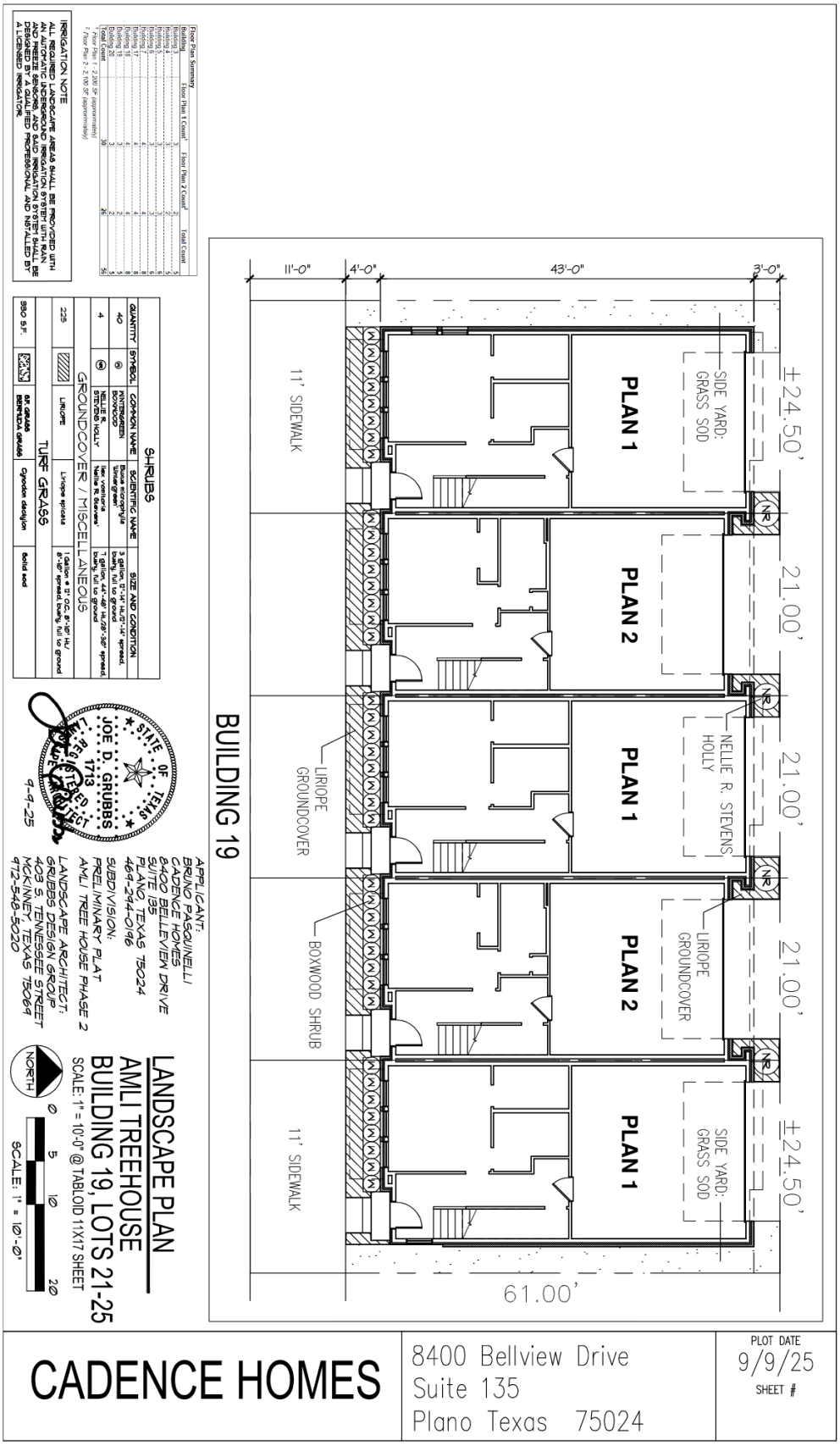
EXHIBIT C

FACADE PLAN NOTES
• This Facade Plan is for conceptual purposes only. All building plans require review and approval by Development Services.
• All mechanical units shall be screened from public view as required by the Zoning Ordinance
• When permitted, exposed utility boxes and conduits shall be painted to match the building
• All signage areas and locations are subject to approval by Development Services
• Roof access shall be provided internally, unless otherwise permitted by the Chief Building Official
CONSULTANT:
ARCHITECT:
APPLICANT:
DATE
ISSUE:
LEFT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"
01
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT
14845 Midway Road, Addison, Texas 75001
Town Project Number: 1940-Z
A425
RIGHT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"
03

EXHIBIT C

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 17, LOTS 4-11
BUILDING 18, LOTS 12-19
SCALE: 1" = 20'-0" @ TABLOID 11X17 SHEET
SCALE: 1" = 20'-0"
0 10 20 40
NORTH
APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196
SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2
LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
423 S TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
STATE OF TEXAS
9-9-25
BUILDINGS 17 & 18
PLAN 1
PLAN 2
58.00'
±24.50'
21.00'
49'-0"
7'-0"
5'-0"
2'-0"
5' SIDEWALK
SIDE YARD: GRASS SOD
REAR YARD: PATIO
6' x 10' PATIO
6' METAL FENCE AND GATE
LIRIOPE GROUNDCOVER
BOXWOOD SHRUB
SHRUBS
QUANTITY SYMBOL COMMON NAME SCIENTIFIC NAME SIZE AND CONDITION
16 BOXWOOD BUXUS MICROPHYLLA JAPONICA 'GREEN BEAUTY' 3 gallon, 24"-30" HT, 20"-24" spread, bushy, full to ground
7 NELLIE R. STEVENS HOLLY Ilex x 'Nellie R. Stevens' 7 gallon, 4'-6' HT, 28"-32" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS
525 LIRIOPE Liriope spicata 1 gallon @ 12" O.C. 8"-10" HT, 8"-10" spread, bushy, full to ground
TURF GRASS
Cynodon dactylon Solid sod
950 S.F. BERMUDA GRASS
Floor Plan Summary
Building Floor Plan 1 Count* Floor Plan 2 Count* Total Count
Building 3 3 2 5
Building 4 3 3 6
Building 5 3 3 6
Building 6 3 3 6
Building 17 4 4 8
Building 18 4 4 8
Building 19 3 2 5
Building 20 3 2 5
Total Count 30 26 56
* Floor Plan 1: 2,200 SF (approximately)
* Floor Plan 2: 2,100 SF (approximately)
IRRIGATION NOTE
ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS. PLANS FOR IRRIGATION SYSTEM SHALL BE SEALED BY A LICENSED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
CADENCE HOMES
8400 Bellview Drive
Suite 135
Plano Texas 75024
PLOT DATE
9/9/25
SHEET #

EXHIBIT C



Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 8	4	4	8
Building 15	3	2	5
Building 25	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A LICENSED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
SHRUBS				
40	⊙	BOXWOOD	Buxus x 'Green Gem'	3 gallon, 24"-30" H x 24"-36" spread, balled, full to ground
4	⊛	NELLIE R. STEVENS HOLLY	Ilex x attenuata 'Nellie R. Stevens'	7 gallon, 48"-60" H x 36"-50" spread, balled, full to ground
GROUNDCOVER / MISCELLANEOUS				
225		LIRIOPE	Liriope spicata	1 gallon @ 12" O.C. 8"-10" Ht./ 8"-10" spread, balled, full to ground
TURF GRASS				
990 S.F.		BERMUDA GRASS	Cynodon dactylon	Solid sod

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 19, LOTS 21-25

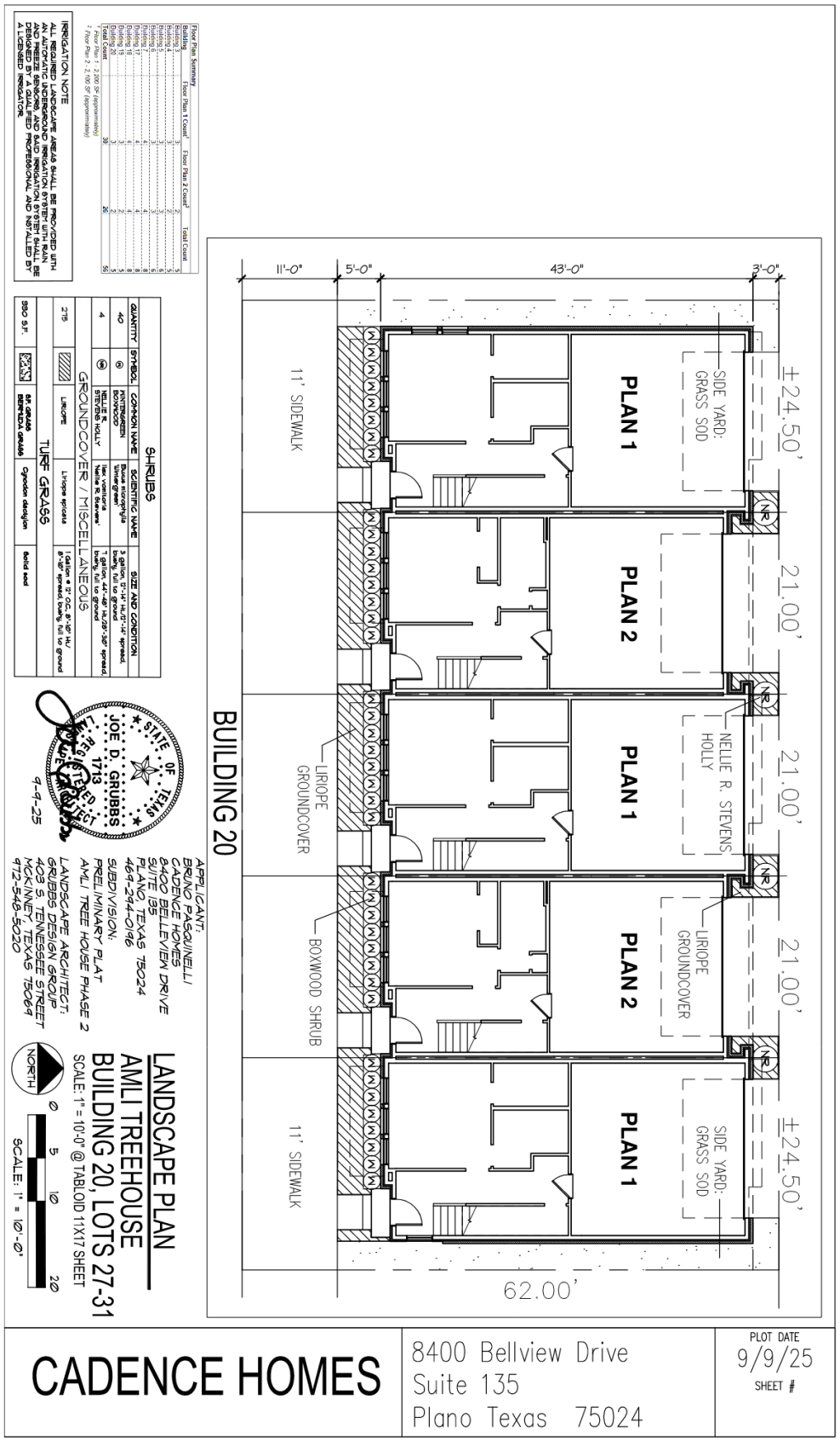
SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

CADENCE HOMES

8400 Bellview Drive
Suite 135
Plano Texas 75024

PLOT DATE
9/9/25
SHEET #

EXHIBIT C



Floor Plan Summary

Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	3	6
Building 5	3	3	6
Building 17	4	4	8
Building 18	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1: 2,100 SF (approximately)
[2] Floor Plan 2: 2,100 SF (approximately)

IRRIGATION NOTE
ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS. PLANS SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
SHRUBS				
40	⊛	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	Ⓢ	NELLIE R. STEVENS HOLLY	Ilex x attenuata 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-36" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
275		LIRIOPE	Liriope spicata	1 gallon @ 12" O.C. 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
850 S.F.		SOD GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-244-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 20, LOTS 27-31

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

CADENCE HOMES

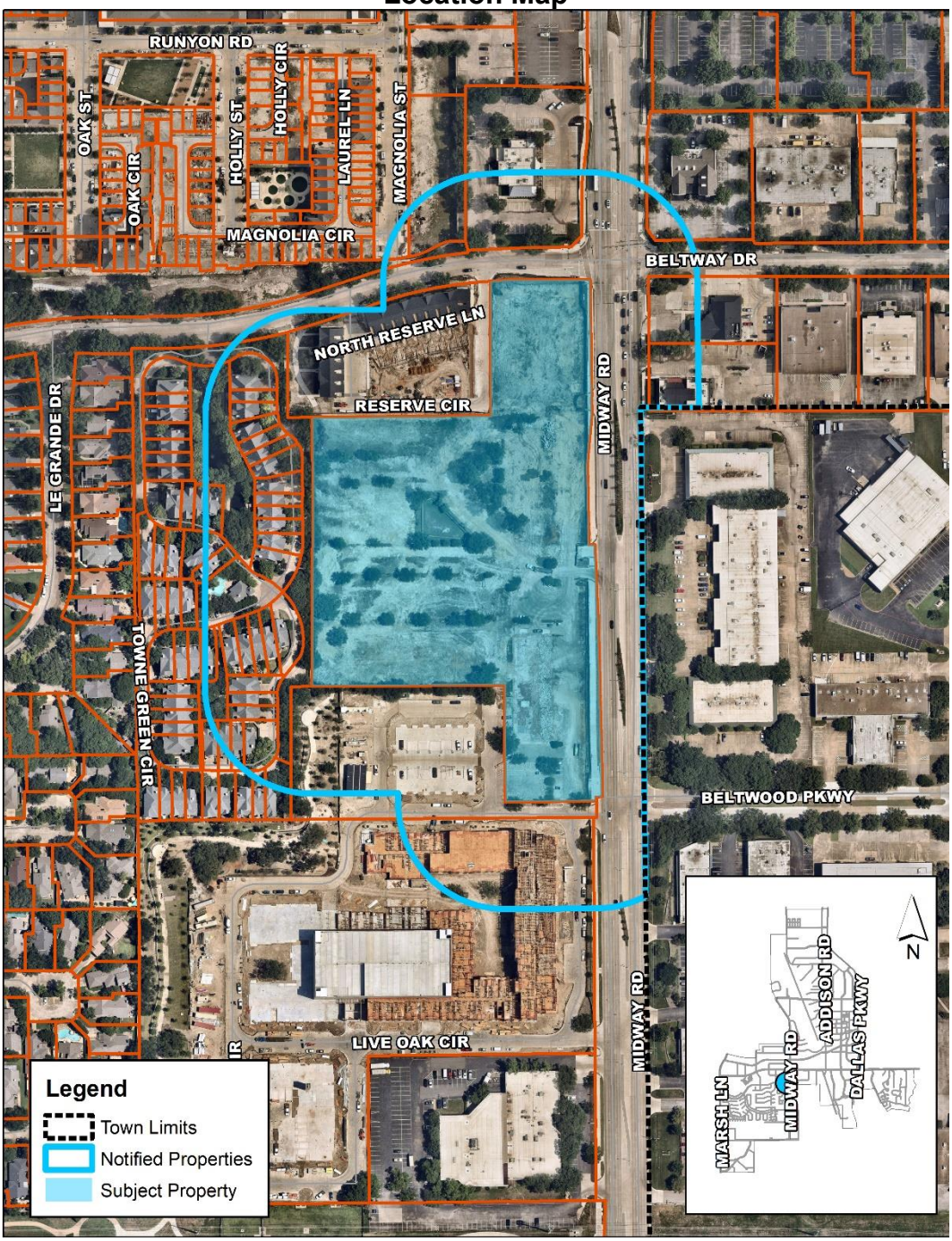
8400 Bellview Drive
Suite 135
Plano Texas 75024

PLOT DATE
9/9/25
SHEET #

1942-Z

PUBLIC HEARING Case 1942-Z/AMLI Treehouse, Phase 2 Amendment. Hold a public hearing, present, discuss, and consider action on a request to amend the permitted use and development standards and development plans for Planned Development (PD), Ordinance No. 024-35, for an 8.02± acre property generally located at the southwest corner of Midway Road and Beltway Drive, to allow for the construction of 26 fee-simple townhome dwelling units.

Location Map



September 16, 2024

STAFF REPORT

RE:	1940-Z & 1942-Z/AMLI Treehouse, Phase I & II Amendment
LOCATION:	**Phase I**: 13.78± acres on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park. **Phase II**: 8.02± acres generally located at the southwest corner of Midway Road and Beltway Drive.
REQUEST:	Approval of an amendment to Planned Development Districts (PD) Ordinance Nos. 022-25 and 024-035 to amend the permitted use and development standards and development plans to allow for the construction of 56 fee-simple townhome dwelling units (Application Date: 07/22/2025).
APPLICANT:	Bruno Pasquinelli, Cadence Homes

DISCUSSION:

Background: This rezoning request is for an amendment to the existing Planned Development (PD) Districts for AMLI Treehouse, Phases I and II. The AMLI Treehouse project is located on the west side of Midway Road from Beltway Drive to Redding Trail. The project is a 21-acre mixed-use neighborhood including 571 multifamily rental units, 30 rental townhome units, 56 fee-simple townhome units, office, retail/restaurant, and public/private open space. This project received zoning entitlements over several years, with Phase I getting approved in 2022 via PD, Ordinance No. 022-25 and Phase II in 2024 via PD, Ordinance No. 024-035. Both phases are currently under construction.

The primary developer, AMLI Residential, specializes in rental housing products and obtained zoning approval the intent to partner with a fee-simple townhome developer. Following a review process, AMLI Residential selected Cadence Homes to deliver the fee-simple townhome units. With this request, Cadence Homes, in collaboration with the developer, AMLI Residential, proposed to amend the existing Planned Development Districts (PD, Ordinance Nos. 022-25 and 024-035) to provide modified permitted use and development standards and development plans for the project. All proposed modifications are specific to the 56 fee-simple townhomes contemplated on site except the minor amendment to the permitted use standards.

Cadence Homes, is a local residential builder specializing in townhome development within the Dallas–Fort Worth Metroplex. The company emphasizes high-quality construction and innovative

design in its projects. Cadence Homes currently has townhome communities under construction in Allen, Northlake, Crowley, Irving, Prosper, Mesquite, and McKinney, demonstrating its established presence in the region.

Proposed Development Plans: The AMLI Treehouse development is comprised of many components, however, this request is specific to the fee-simple townhome units. There are no modifications proposed to the overall building or lot configuration, land use, unit counts, vehicular access or roadways, landscaping or open space, or parking for the project.

The amendment allows minor adjustments to the development standards and plans to accommodate a townhome product designed by Cadence Homes. The original development plans for this portion of the site were conceptual; the proposed design provides greater detail and reflects current market conditions and buyer expectations.

Permitted Uses: With this request, AMLI Residential is proposing a minor amendment to the permitted use standards in order to comply with the adopted Unified Development Code (UDC) as it relates to restaurants. The Town's previous zoning ordinance required a Special Use Permit (SUP) for all restaurant uses. The newly adopted UDC modified that requirement to only require an SUP for restaurants if they operate during late-night hours (past 11:00PM). To ease the burden on potential restaurants and to align with the UDC, the applicant is requesting this modification. No other modifications are proposed to the permitted uses within the project.

Floor Plan Mix: The proposed fee-simple townhomes will include two different floor plans with minor variations. The minor variations of the floor plan are related to the corresponding architectural features of the building facades. The floor plans will provide 2,200 square feet (30 units) and 2,100 square feet (26 units) of floor area.

That applicant is requesting to allow a decrease to the minimum floor area per unit from 2,000 square feet to 1,800 square feet and to allow administrative approval for minor adjustments of the approved floor plans, so long as the minimum floor area is achieved and the façade plan generally complies with the approved development plans. The applicant has proposed these modifications to the development standards to allow them flexibility, if needed, to meet market demand throughout the development process.

Building Facades: The nine fee-simple townhome buildings will include a total of 56 units. The buildings are comprised of four 5-plex structures, two 6-plex structures, and three 8-plex structures. All townhomes are 3 stories in height (43 feet at peak). Building articulation is achieved through vertical step back and projection of the building façade, material color changes, and the placement of projecting second floor balconies. More prominently sized windows are provided at the front façade and metal canopies are provided over the front doorway. Each townhome unit will have a small fenced in patio at the ground floor frontage. At the rear of the buildings, garage doors are provided at the ground floor.

Deviations that are included in this request is a reduction of the 90% minimum masonry materials per façade and expanding the allowed fencing material for private yards. The applicant proposes to use cedar-style fiber cement siding as accent elements on the front facades of the townhome units. Other materials proposed include brick and board and batten. Masonry still remains the primary building material for each façade, ranging from approximately 50-88%. Additionally, the applicant would like to allow alternative metal fencing materials that are appropriate and complementary to the development. Final material and design would be reviewed by Town staff during the Building Permit process.

Parking: This request does not include any modifications to the previously approved parking requirements or the parking depicted within the approved development plans. Each fee-simple townhome will include two enclosed garage spaces, plus 0.5 on-street visitor parking spaces per townhome unit.

Landscaping/Open Space and Trails: This request does not include any modifications to the previously approved landscape or open space requirements or the landscaping improvements depicted within the approved development plans. The new development plans provided additional detail regarding the proposed landscaping improvements for each townhome lot, which remains consistent with the original development plans. All landscaping, open space, and future public park improvement will be the responsibility of the multifamily developer, AMLI Residential.

Community Input: To allow appropriate community input, the developer team, AMLI Residential and Cadence Homes, hosted a neighborhood meeting on May 15, 2025. The neighborhood meeting included the adjacent neighborhoods, Towne Lake and Addison Timbers. Approximately 30 residents attended the event. Those residents in attendance responded positively to the proposed modifications, including the masonry percentage decrease and the second story balcony on the front façade. No concerns regarding the changes were *provided*.

In accordance with Town Ordinances and State Statutes, The Town also notified adjacent property owners (within 200 feet) and DISD. At the time of the Planning & Zoning Commission packet posting, staff has not received any input on the request.

RECOMMENDATION: **APPROVAL**

This proposed amendment meets the intent of the original Planned Developments for Phase I and Phase II and will allow the construction of additional fee-simple ownership housing in Addison. It was anticipated that minor adjustments to the fee-simple townhome units would be necessary following the selection of a builder as the original zoning request provided speculative units.

The proposed townhome units are aesthetically compatible with the remainder of the AMLI Treehouse development and the adjacent Addison Reserve Townhome project. The townhome developer, Cadence Homes, has a strong record of executing high-quality fee-simple housing within the Metroplex in an efficient manner.

Staff recommends approval of the request.

Case 1942-Z/AMLI Treehouse, Phase II Amendment

September 16, 2025

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 16, 2025, voted to recommend approval of an amendment to Planned Development District (PD) Ordinance No. 024-35 to amend the permitted use and development standards and development plans to allow for the construction of 26 fee-simple townhome dwelling units, with the following modification to item 12.H of Exhibit B: Phase II Permitted Uses and Development Standards:

- Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible ***for Buildings 19 and 20, as depicted on the Development Plans.***

Voting Aye: Barker, Braun, Copeland, Fansler, Smith, Then, Wright
Voting Nay: none
Absent: none

SPEAKERS AT THE PUBLIC HEARING:

For: none
On: Al Cioffi, 14867 Town Lake Circle
Against: none

AMLI RESIDENTIAL

5057 Keller Springs Rd, Suite 250
Addison, Texas 75001
Phone: 972.265.6759

August 15, 2025

Development Services – Town of Addison
Attn: Lesley Nyp, AICP, CNU-A
Director of Development & Neighborhood Services
16801 Westgrove Drive
Addison, TX 75254
Via email: lnyp@addisontx.gov

RE: AMLI TreeHouse – Development Plan Amendment – For-Sale Townhome Lots & Definitive Agreements

Dear Lesley:

I am submitting this letter to formally request the Development Plan Amendment associated with the 56 for-sale townhome lots within the AMLI Treehouse Phase 1 and Phase 2 mixed use community. This request pertains to modifications and or replacement of those plan sheets currently incorporated as Exhibit C to Ordinance No. O22-25, as amended and Exhibit C to Ordinance No. O25-035.

The amended plans for Buildings 3 – 7 and Buildings 17 – 20 are included as part of this submission and consist of the following:

- **Vicinity Site Plan**
  - Identifies the for-sale townhome building footprints in relation to the overall site, providing clear context for the to-be amended area.
- **Conceptual Landscape Plan**
  - Illustrates proposed landscaping within the boundaries of the for-sale townhome lots only. Note, there are no proposed changes to the approved landscaping on the HOA common lots as shown on AMLI's Phase 2 landscape plans.
  - Proposed revisions to the form standards include:
    - Private yard fencing to be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. The private yard fencing color shall be complementary to the overall development (e.g. black for the for-sale townhomes is complementary to the urbane bronze on AMLI's patios and balcony railing);
    - Note, all applicable tree mitigation obligations for these lots have already been fulfilled by AMLI and do not apply to the townhome developer.
- **Façade Plan**
  - Includes front, rear, and side elevations.
  - Clearly identify exterior materials with percentages provided. The minimum proposed masonry construction is 65%, a reduction from 90% however the materials are appropriate and complementary to the overall development. Note, we plan to address the reduced masonry percentage exclusively for the for-sale townhomes within the Master Development Agreement.
  - Proposed revisions to the form standards include:
    - Second floor balconies on the front façade.
- **Building Plans & Floor Plans**
  - Proposed revisions to the form standards include:

- Reduction of the Minimum Floor Area per Dwelling Unit to 1,800 square feet. Note, all currently submitted unit floor plans exceed 2,000 square feet, comfortably above the proposed minimum. We request additional language that the Director of Development may approve alternative floor plans so long as the floor plan meets the minimum square footage requirement and the façade generally complies with the approved Development Plans.

Beyond the proposed changes to the Townhome (Fee Simple) Form Standards, we request to change the Permitted Uses for the Restaurant to reflect the updated Unified Development Code that was adopted in March 2025 that will take effect on September 1st. As discussed, any Restaurant use that does not operate beyond 11:00 pm will not require an SUP. Further, we continue to meet the obligations as outlined in the Master Development Agreement, and it is our collective goal to finalize all Definitive Agreements by September 29th to be posted in the Council Agenda packet by October 8th.

Sincerely,

Robert Lapp

Robert Lapp
Vice President
AMLI Development Company

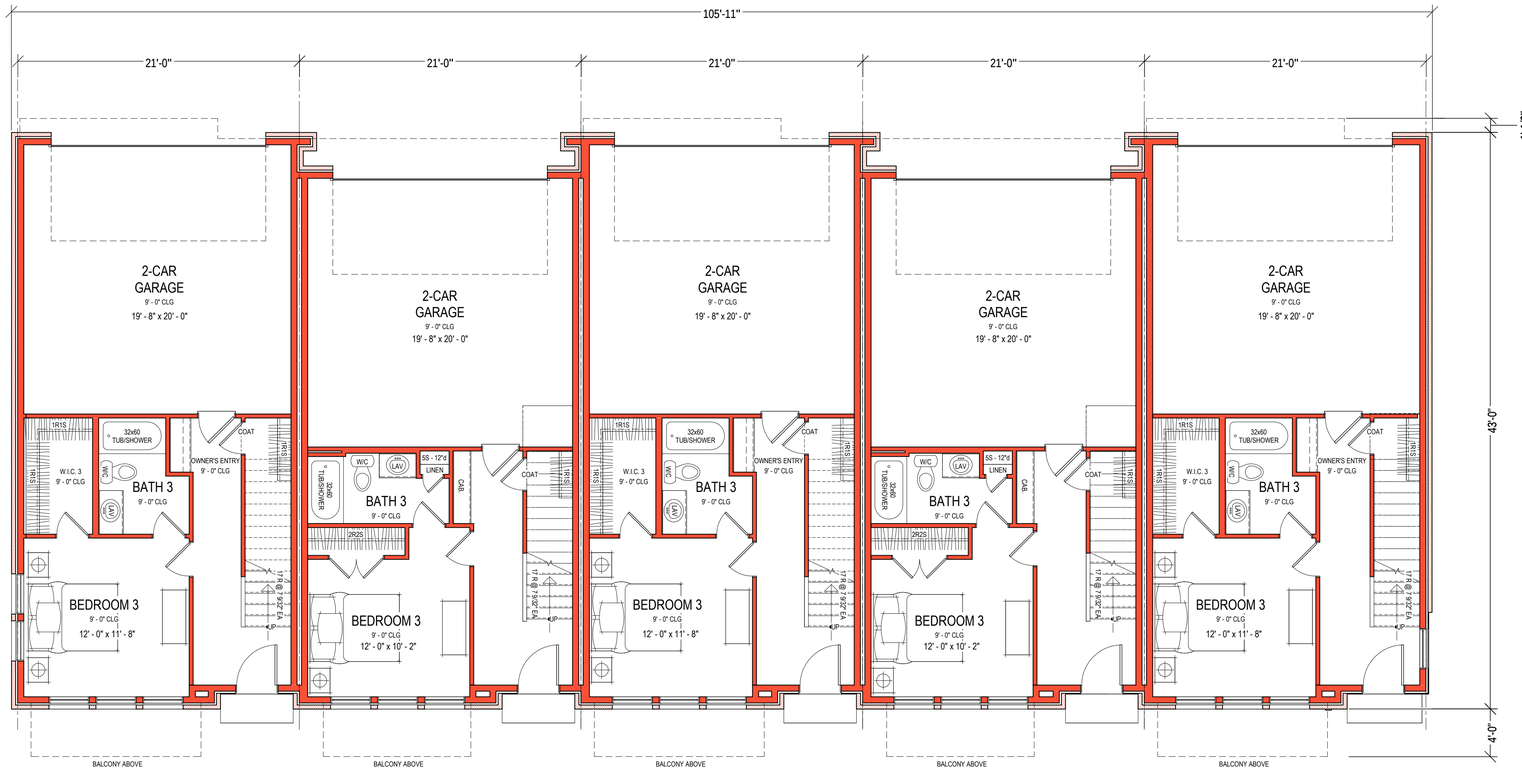


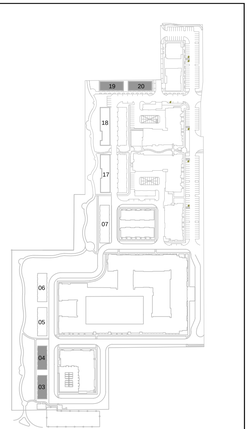
AMLI_TREEHOUSE

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LandDesign.





KEY PLAN 02

FIRST FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20 — 01
SCALE: 3/16 = 1'-0"

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DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

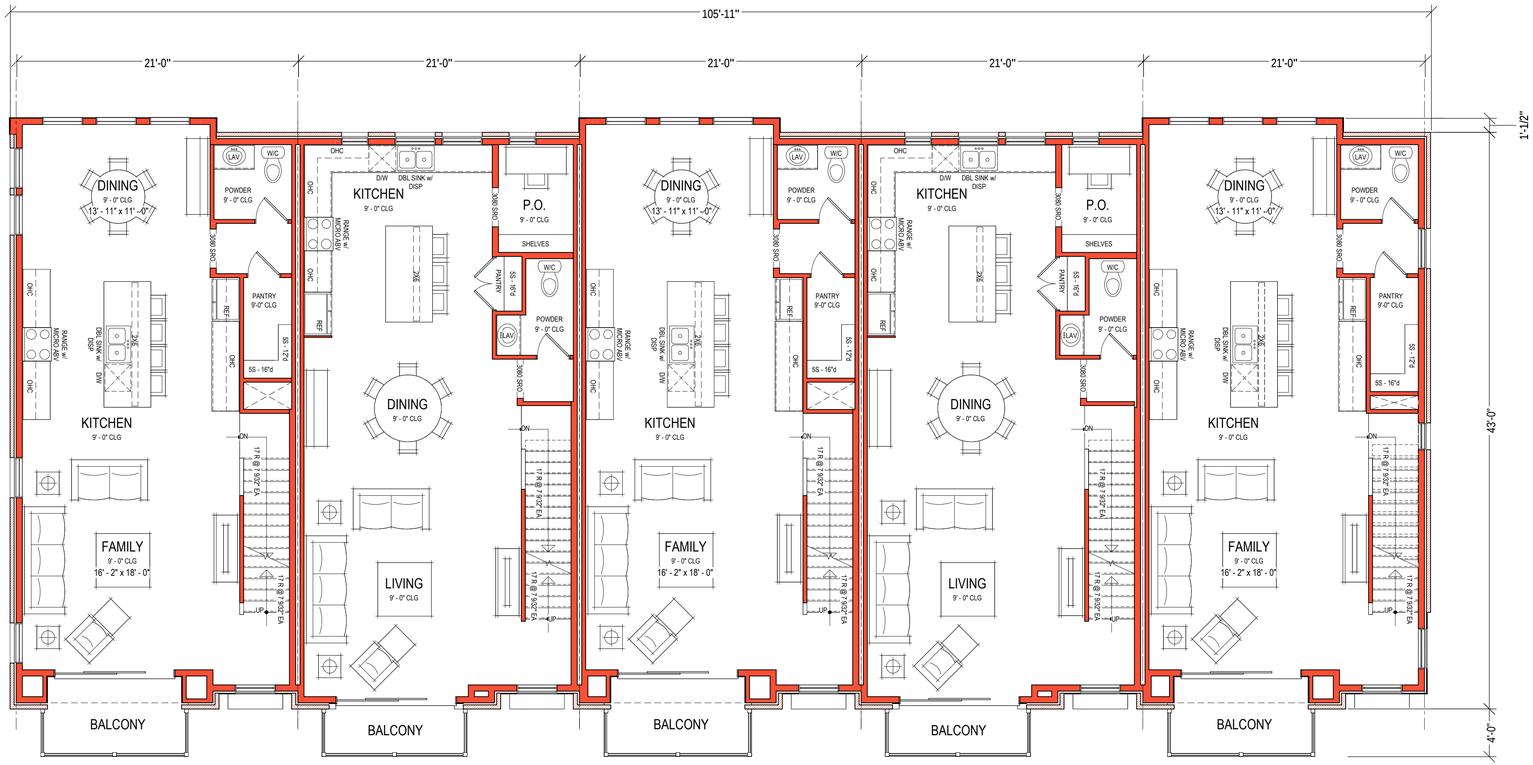
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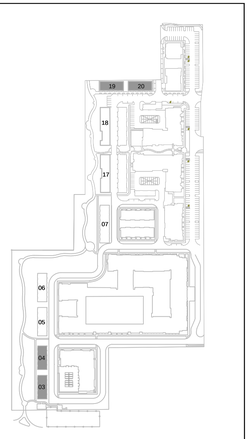
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A401



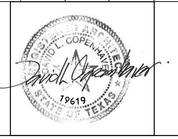


02

SECOND FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16 = 1'-0"

01

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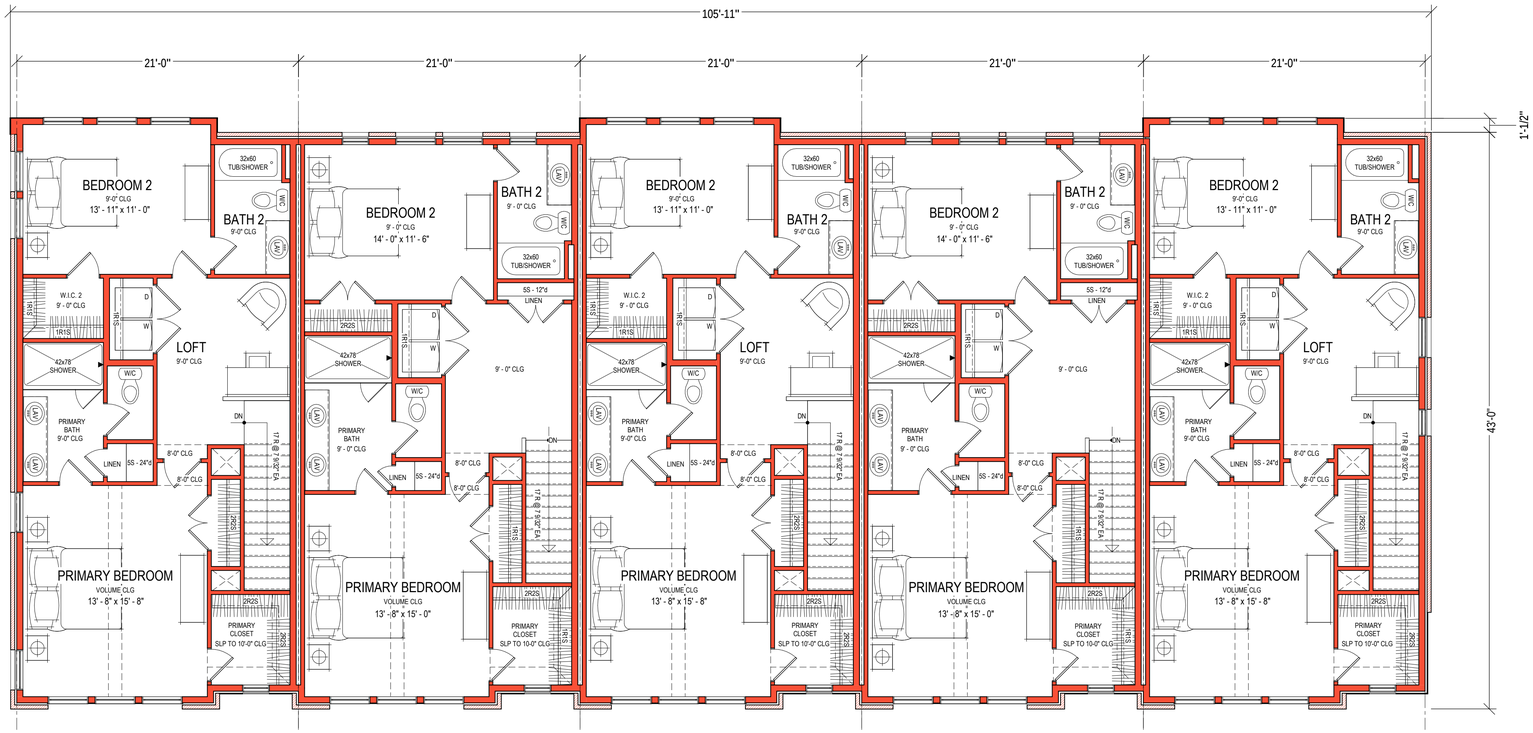
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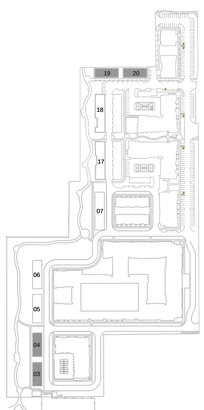
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A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A402





02

THIRD FLOOR PLAN - 5-PLEX BUILDINGS 3, 4, 19 & 20
SCALE: 3/16 = 1'-0"

01

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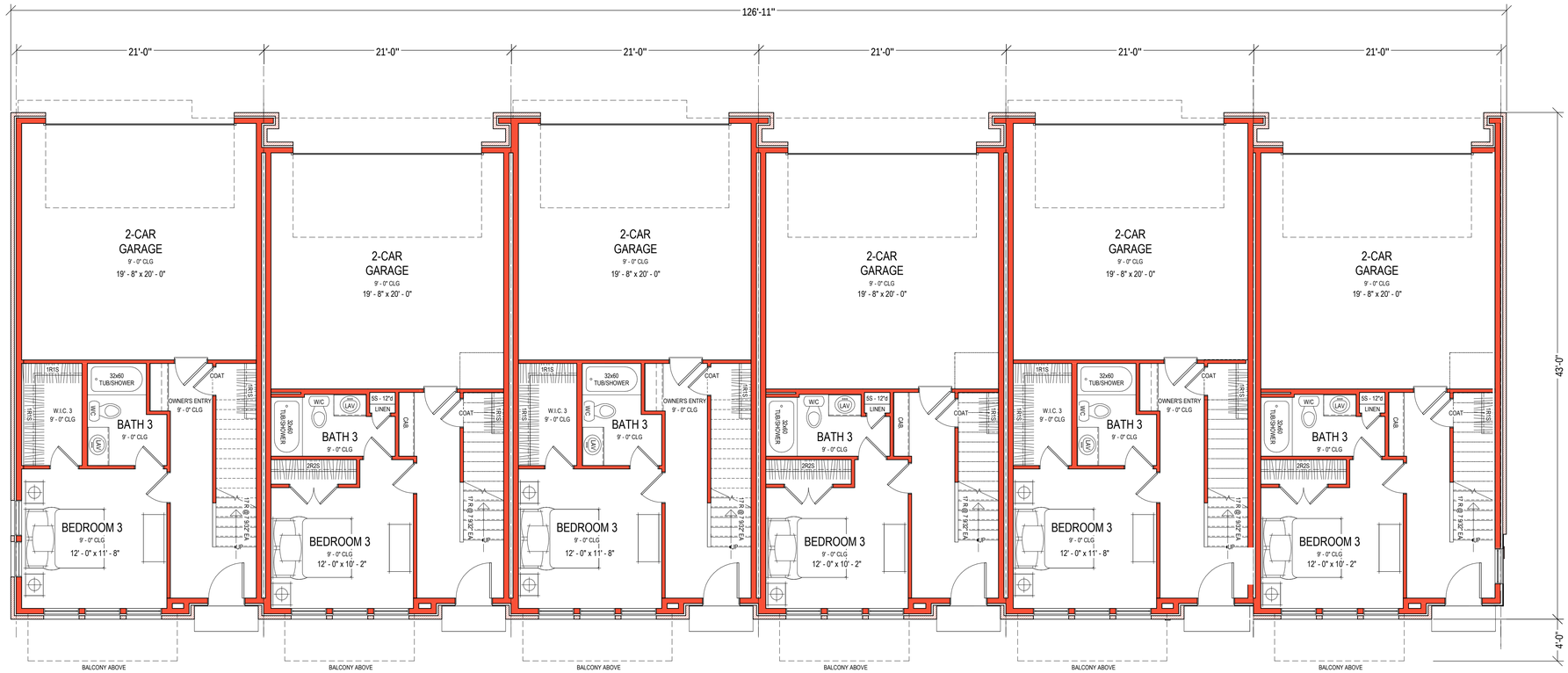
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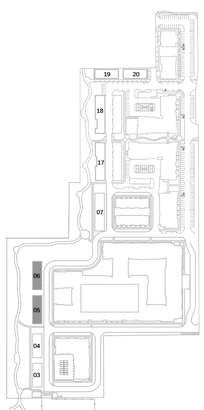
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Town Project Number: 1940-Z

A403





02

FIRST FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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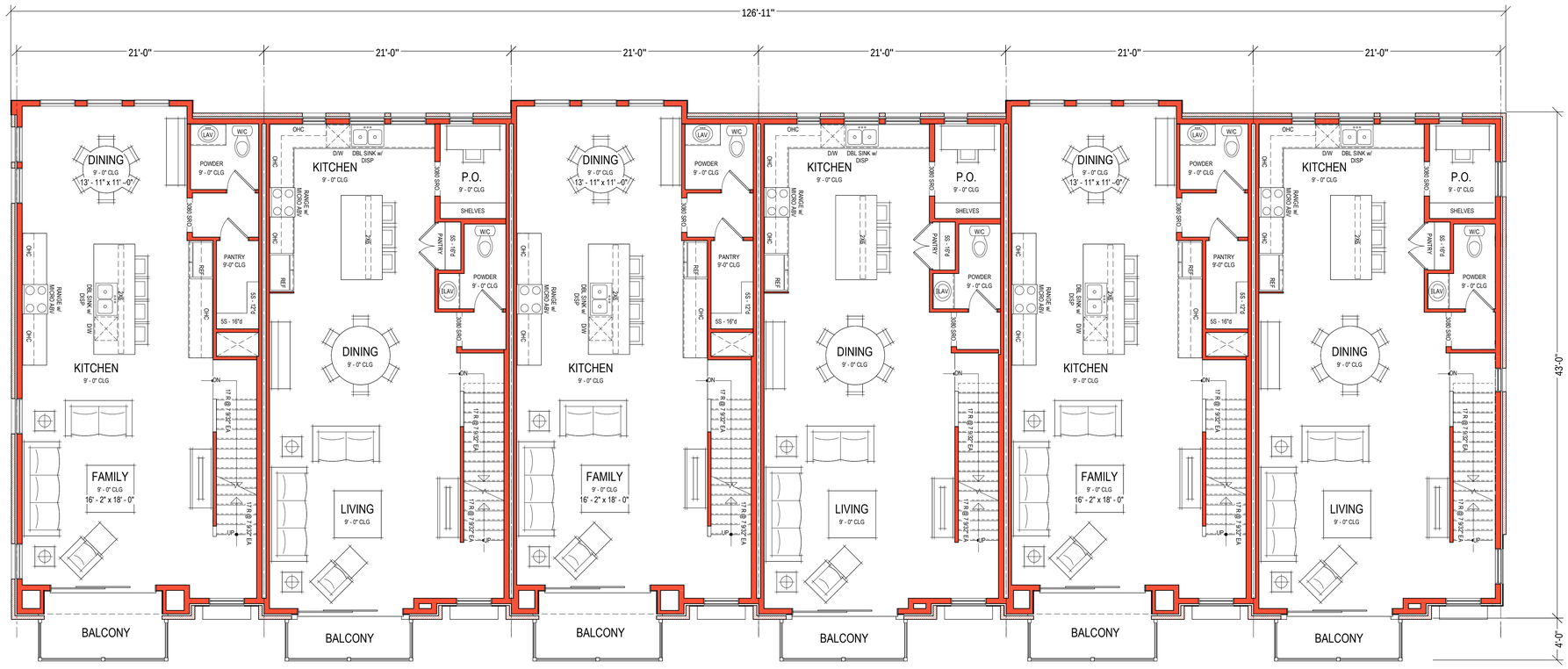
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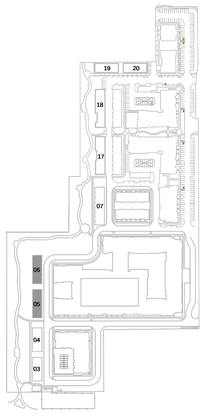
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Town Project Number: 1940-Z

A411





02

SECOND FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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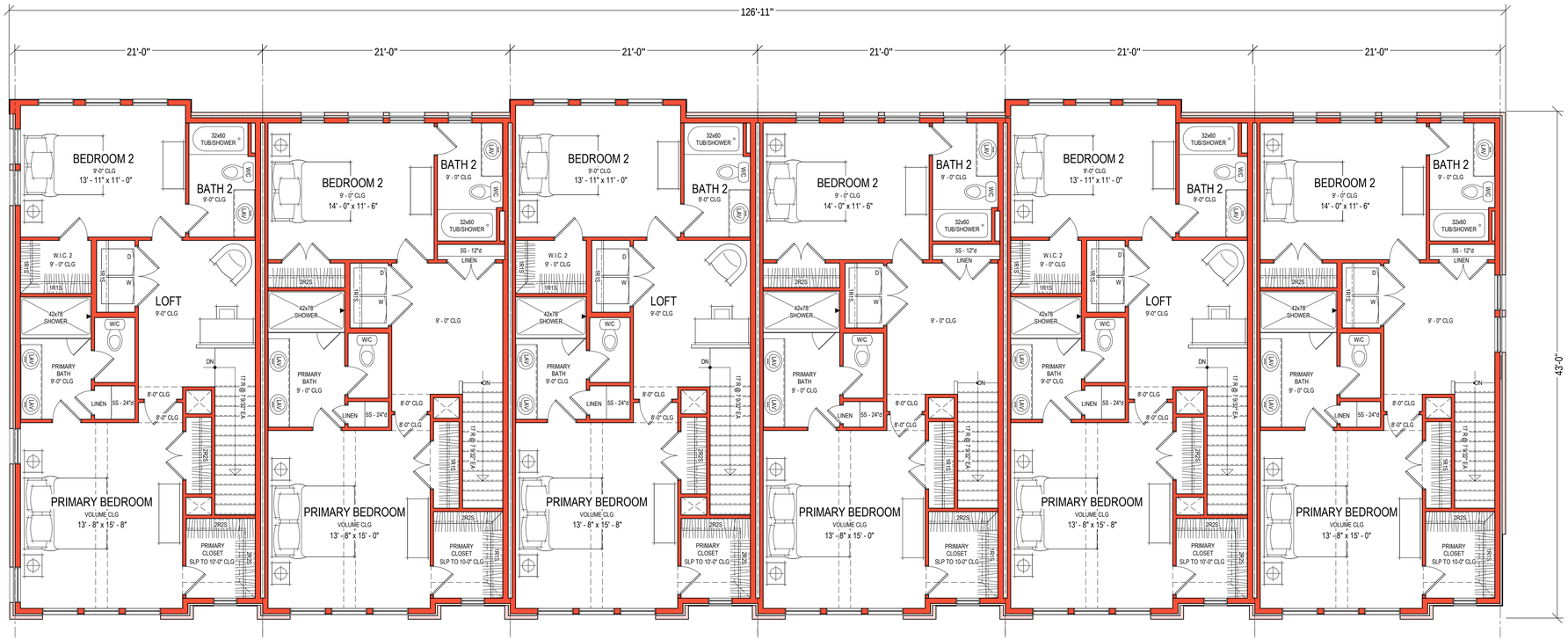
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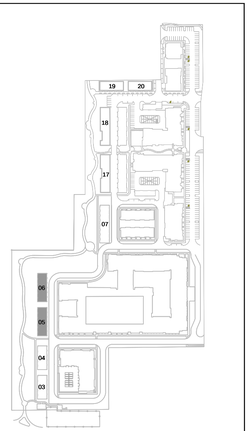
CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A412





02

THIRD FLOOR PLAN - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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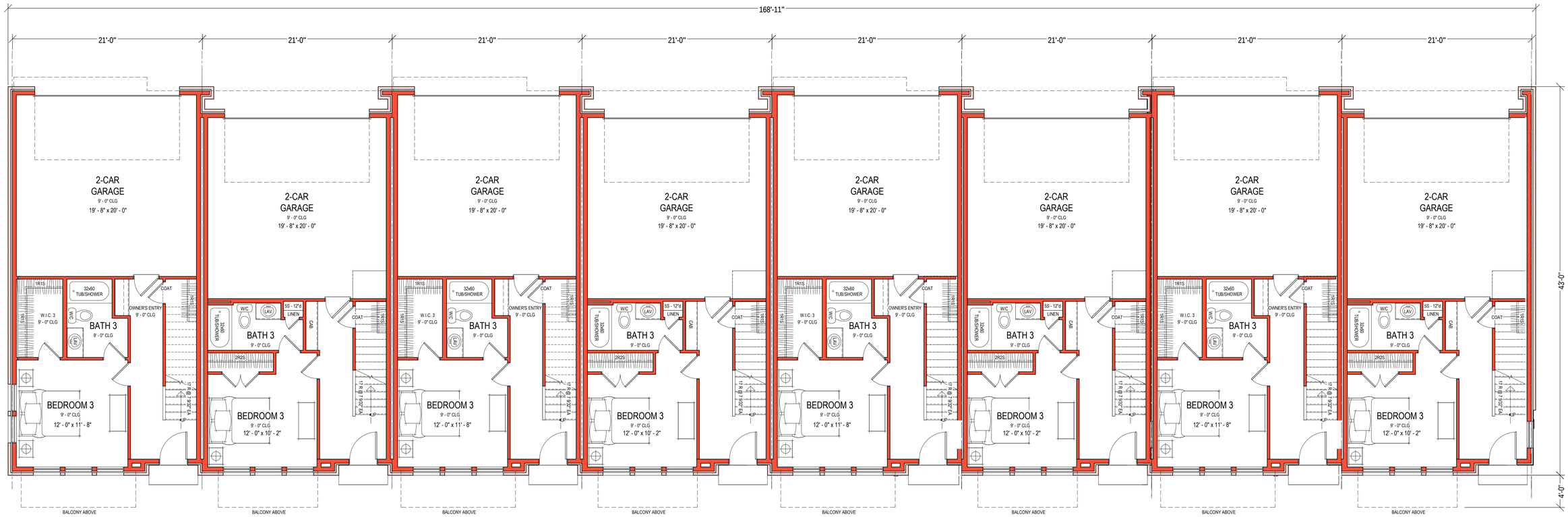
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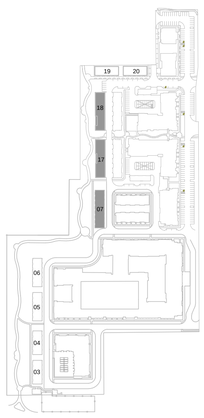
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Town Project Number: 1940-Z

A413





02

FIRST FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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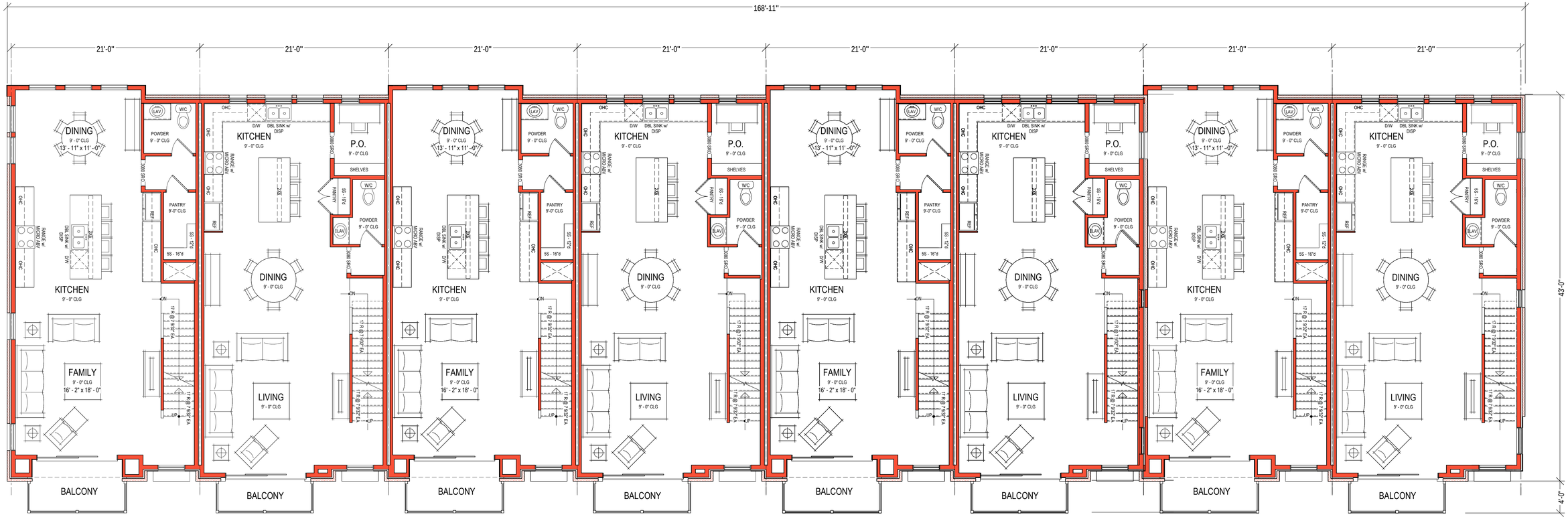
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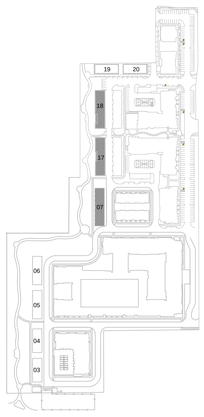
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A421

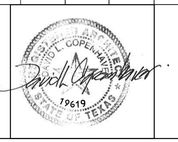




02

SECOND FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18 | 01
SCALE: 3/16 = 1'-0"

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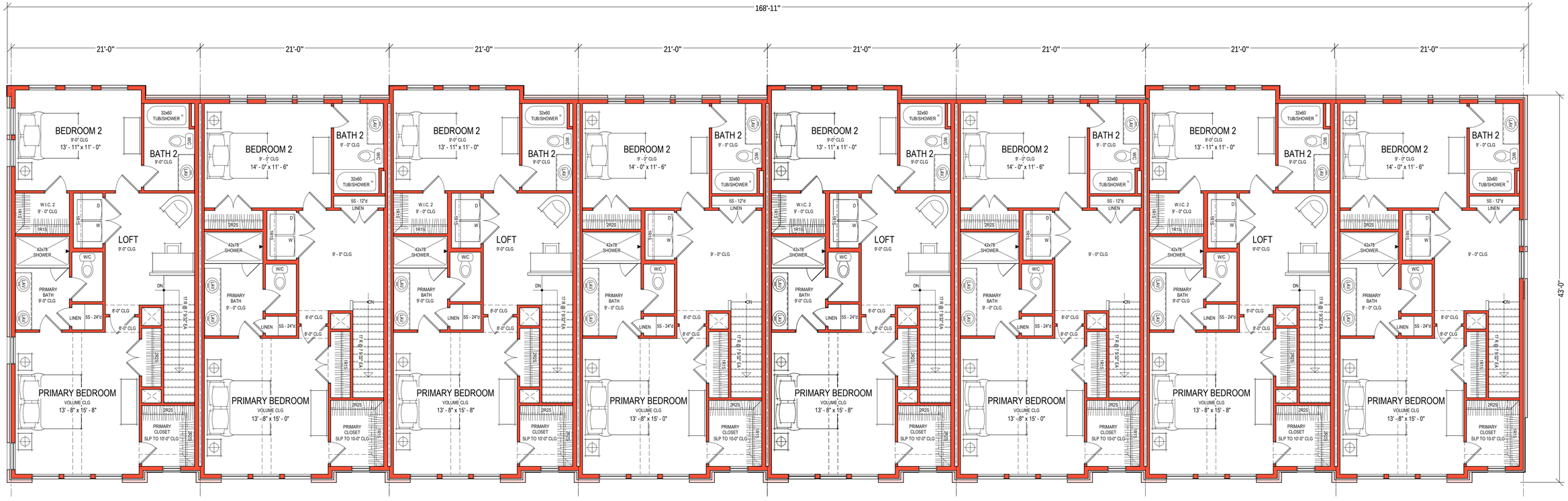
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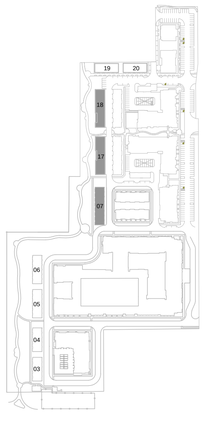
CADENCE TREEHOUSE TOWNHOMES
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Town Project Number: 1940-Z

A422





02

THIRD FLOOR PLAN - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A423



REAR ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	560 SF	17.1%
MASONRY:	1,449 SF	44.0%
BOARD AND BATTEN HARDIE:	486 SF	14.8%
LAP SIDING HARDIE:	226 SF	6.9%
GLAZING:	573 SF	17.4%
TOTAL FAÇADE:	3,294 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	2,582 SF	78.4%

REAR ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 03
SCALE: 3/16 = 1'-0"

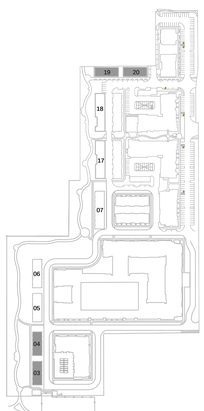
FACADE PLAN NOTES

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FRONT ELEVATION - 5 PLEX

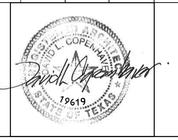
APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	48 SF	1.5%
MASONRY:	1,023 SF	31.9%
BOARD AND BATTEN HARDIE:	505 SF	15.8%
VERTICAL SIDING HARDIE:	497 SF	15.5%
GLAZING:	1,132 SF	35.3%
TOTAL FAÇADE:	3,205 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	2,203 SF	68.7%



02

FRONT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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Bruno@cadencehomestx.com

DATE
08.14.25

ISSUE:
FACADE PLAN

Thomas L. Chenowith Survey
Abstract No. 273

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CADENCE TREEHOUSE TOWNHOMES

A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A404



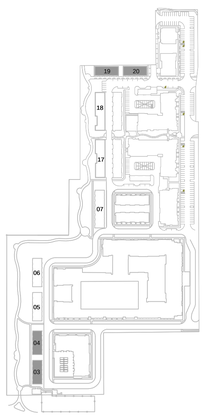
RIGHT ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 03
SCALE: 3/16 = 1'-0"

FACADE PLAN NOTES

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LEFT ELEVATION - 5 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

02

LEFT ELEVATION - 5-PLEX BUILDINGS 3, 4, 19 & 20 | 01
SCALE: 3/16 = 1'-0"

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ISSUE:
FACADE PLAN

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A405

REAR ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	672 SF	17.1%
MASONRY:	1,739 SF	44.0%
BOARD AND BATTEN HARDIE:	584 SF	14.8%
LAP SIDING HARDIE:	272 SF	6.9%
GLAZING:	688 SF	17.4%
TOTAL FAÇADE:	3,955 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	3,099 SF	78.4%



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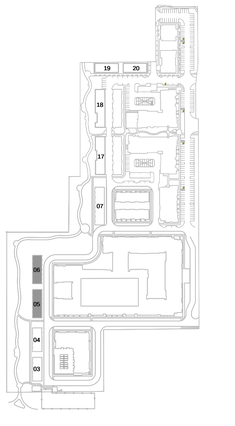
REAR ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

03

FRONT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	58 SF	1.5%
MASONRY:	1,228 SF	31.9%
BOARD AND BATTEN HARDIE:	606 SF	15.8%
VERTICAL SIDING HARDIE:	597 SF	15.5%
GLAZING:	1359 SF	35.3%
TOTAL FAÇADE:	3,848 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	2,648 SF	68.7%





02

FRONT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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DATE 08.14.25

ISSUE:
FACADE PLAN

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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A414



RIGHT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

03

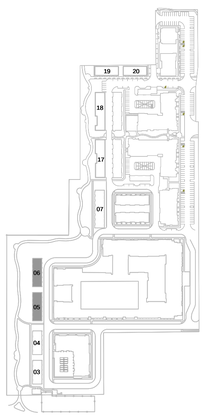
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LEFT ELEVATION - 6 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

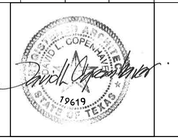


02

LEFT ELEVATION - 6-PLEX BUILDINGS 5&6
SCALE: 3/16 = 1'-0"

01

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A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A415



REAR ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

02

NOTE: Refer to page A425 for material takeoffs and calculations

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02

FRONT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16" = 1'-0"

01

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A424



RIGHT ELEVATION - 8 PLEX

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MASONRY:	963 SF	81.2%
BOARD AND BATTEN HARDIE:	132 SF	11.1%
GLAZING:	91 SF	7.7%
TOTAL FAÇADE:	1,186 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,054 SF	88.9%

RIGHT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

03

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LEFT ELEVATION - 8 PLEX

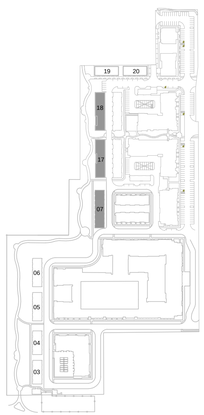
APPROXIMATE MATERIAL PERCENTAGES:		
MASONRY:	1,103 SF	91.1%
GLAZING:	108 SF	8.9%
TOTAL FAÇADE:	1,211 SF	100.0%
% OF FAÇADE GLAZING AND MASONRY:	1,211	100.0%

REAR ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
GARAGE DOOR:	896 SF	17.1%
MASONRY:	2,319 SF	44.0%
BOARD AND BATTEN HARDIE:	778 SF	14.8%
LAP SIDING HARDIE:	362 SF	6.9%
GLAZING:	917 SF	17.4%
TOTAL FAÇADE:	5,272 SF	100.0%
% OF FAÇADE GARAGE DOOR GLAZING AND MASONRY:	4,132 SF	78.4%

FRONT ELEVATION - 8 PLEX

APPROXIMATE MATERIAL PERCENTAGES:		
FRONT DOOR	77 SF	1.5%
MASONRY:	1,637 SF	31.9%
BOARD AND BATTEN HARDIE:	808 SF	15.8%
VERTICAL SIDING HARDIE:	796 SF	15.5%
GLAZING:	1812 SF	35.3%
TOTAL FAÇADE:	5,130 SF	100.0%
% OF FAÇADE FRONT DOOR GLAZING AND MASONRY:	3,526 SF	68.7%



02

LEFT ELEVATION - 8-PLEX BUILDINGS 7, 17 & 18
SCALE: 3/16 = 1'-0"

01

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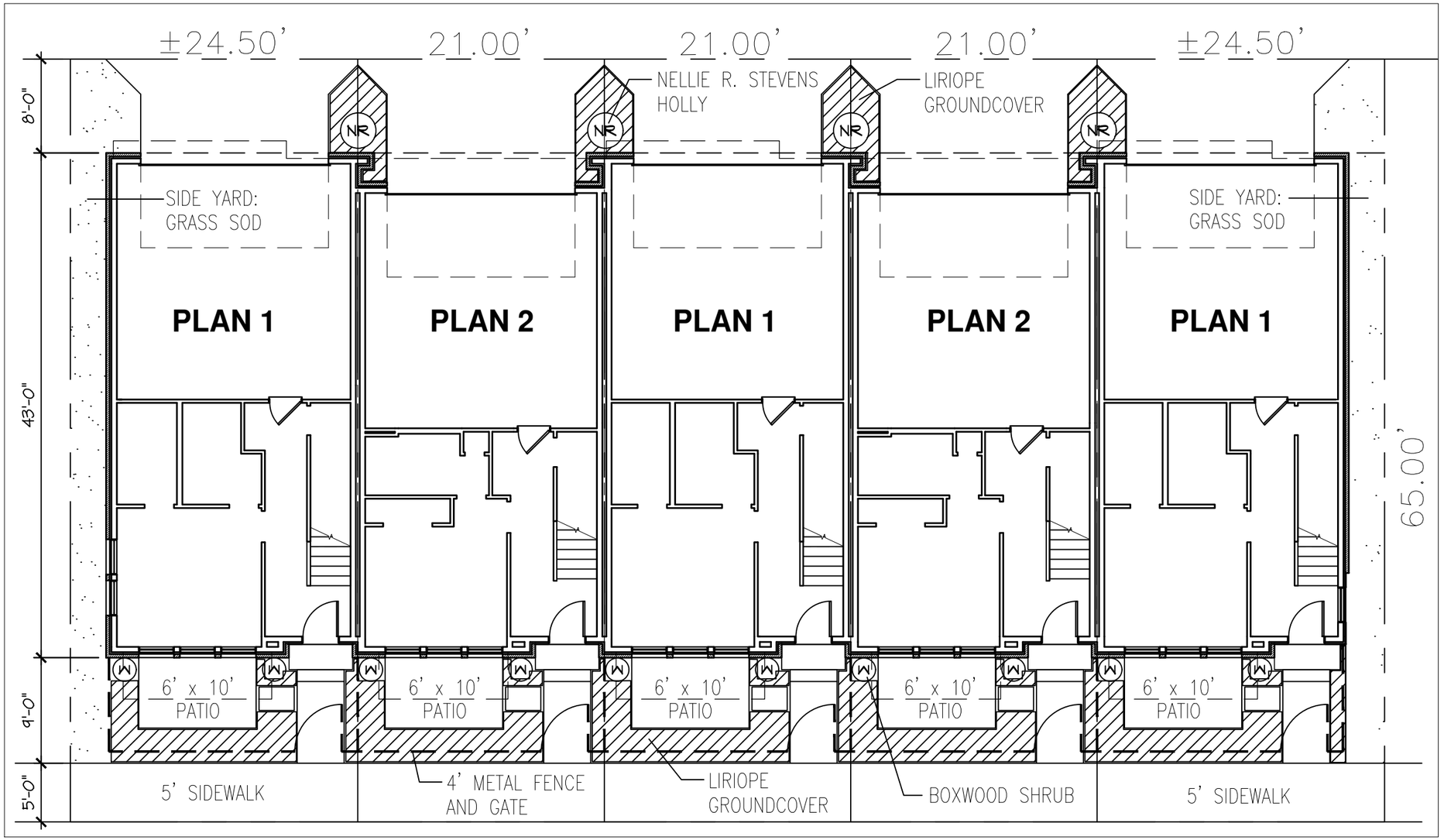
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CADENCE TREEHOUSE TOWNHOMES
A 56-unit TOWNHOMES DEVELOPMENT

14845 Midway Road, Addison, Texas 75001

Town Project Number: 1940-Z

A425



Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
10	(W)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
462		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN

AMLI TREEHOUSE
BUILDING 3, LOTS 5-9
BUILDING 4, LOTS 11-15

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

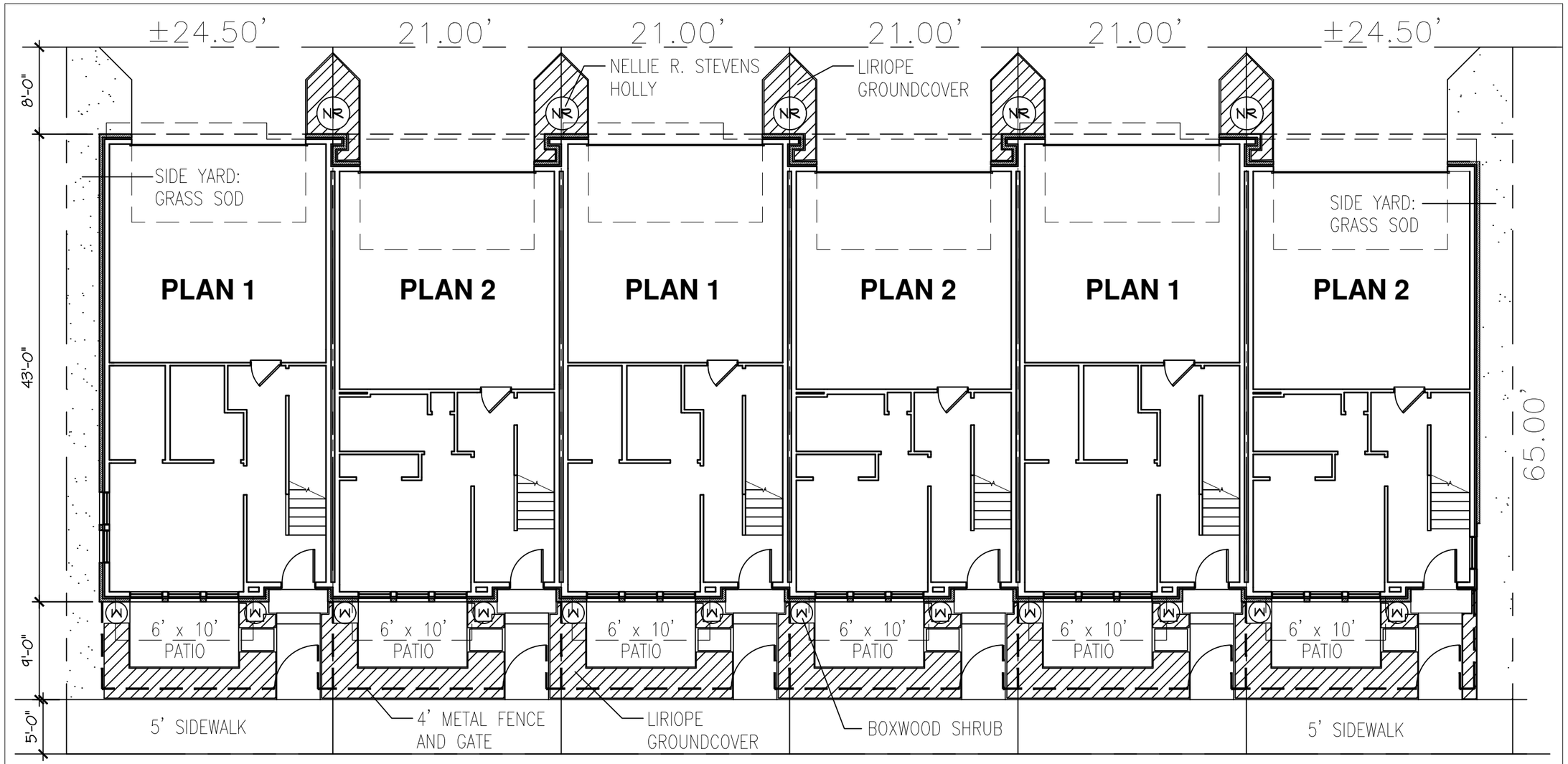
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SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

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SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
12	(H)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12'-14' Ht./12'-14' spread, bushy, full to ground
5	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44'-48' Ht./28'-30' spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
560		LIRIOPE	Liriope spicata	1 Gallon @ 12' O.C., 8'-10' Ht./ 8'-10' spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

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PLANO, TEXAS 75024
469-294-0196

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PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

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MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 5, LOTS 17-22
BUILDING 6, LOTS 24-29

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

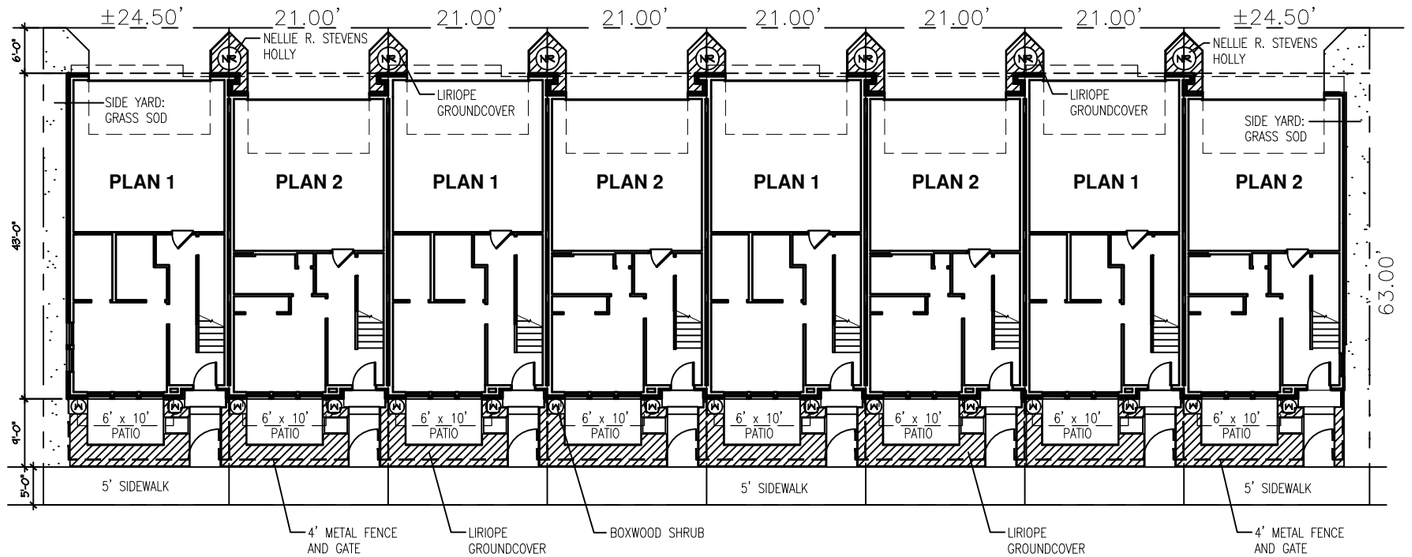
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SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 7

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
16	(M)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
7	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
595		LIRIOPE	Liriope spicata	4" POTS @ 12" O.C., 8"-10" Ht/ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 1

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 7, LOTS 30-37

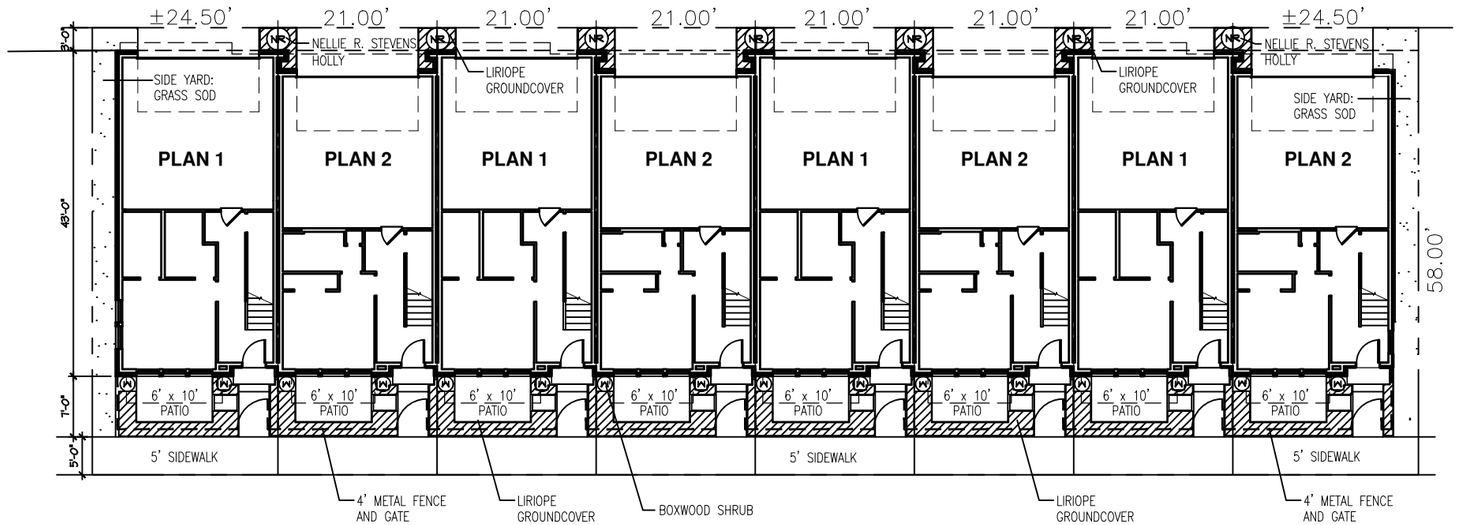
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NORTH
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SCALE: 1" = 20'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDINGS 17 & 18

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
16	(M)	WINTERSGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12'-14" Ht./12'-14" spread, bushy, full to ground
7	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44'-48" Ht./28'-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
525		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8'-10" Ht/ 8'-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 17, LOTS 4-11
BUILDING 18, LOTS 12-19

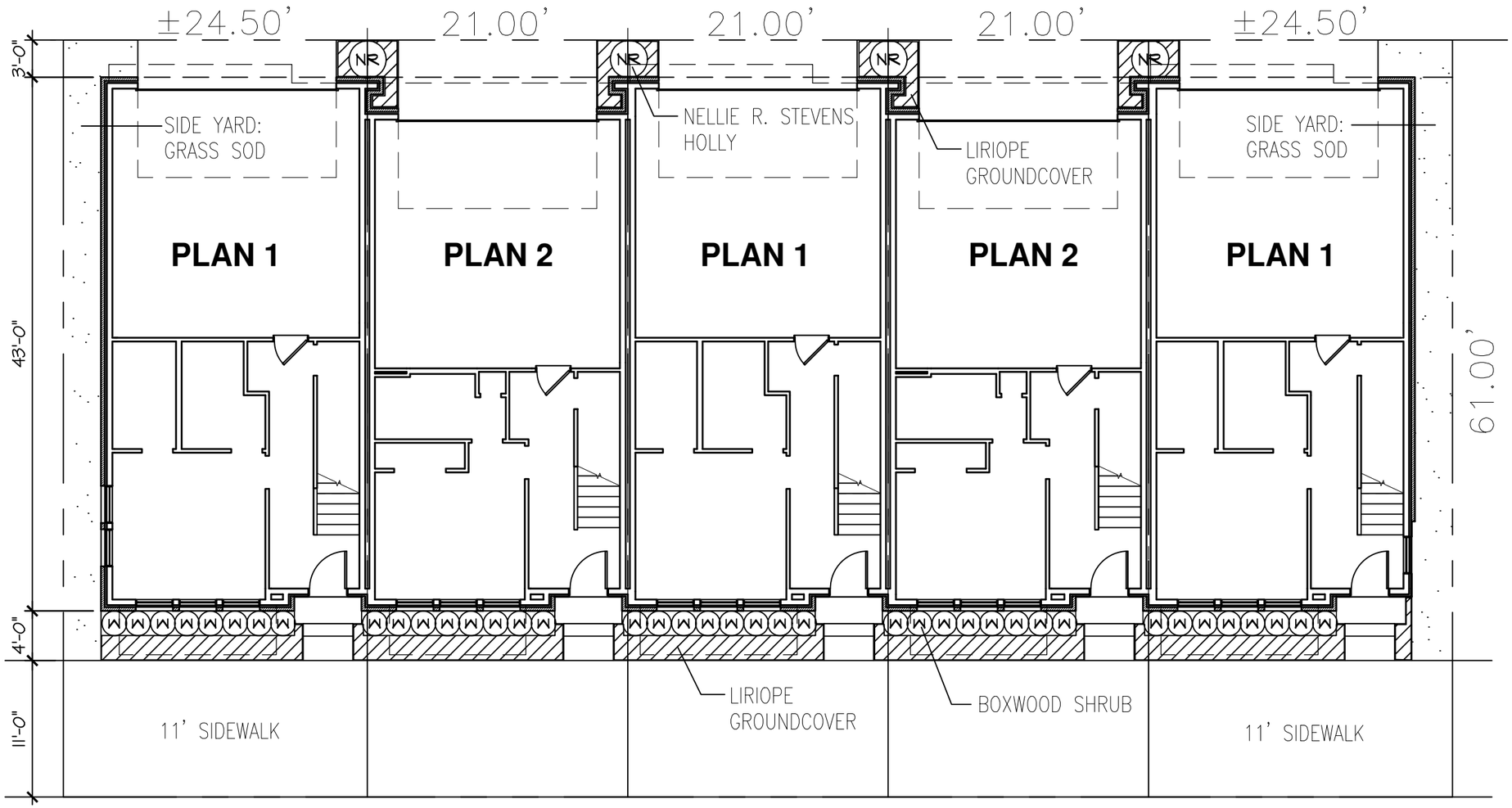
SCALE: 1" = 20'-0" @ TABLOID 11X17 SHEET

NORTH
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SCALE: 1" = 20'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 19

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] Floor Plan 1 - 2,200 SF (approximately)
[2] Floor Plan 2 - 2,100 SF (approximately)

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
40	(W)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
225		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 19, LOTS 21-25

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

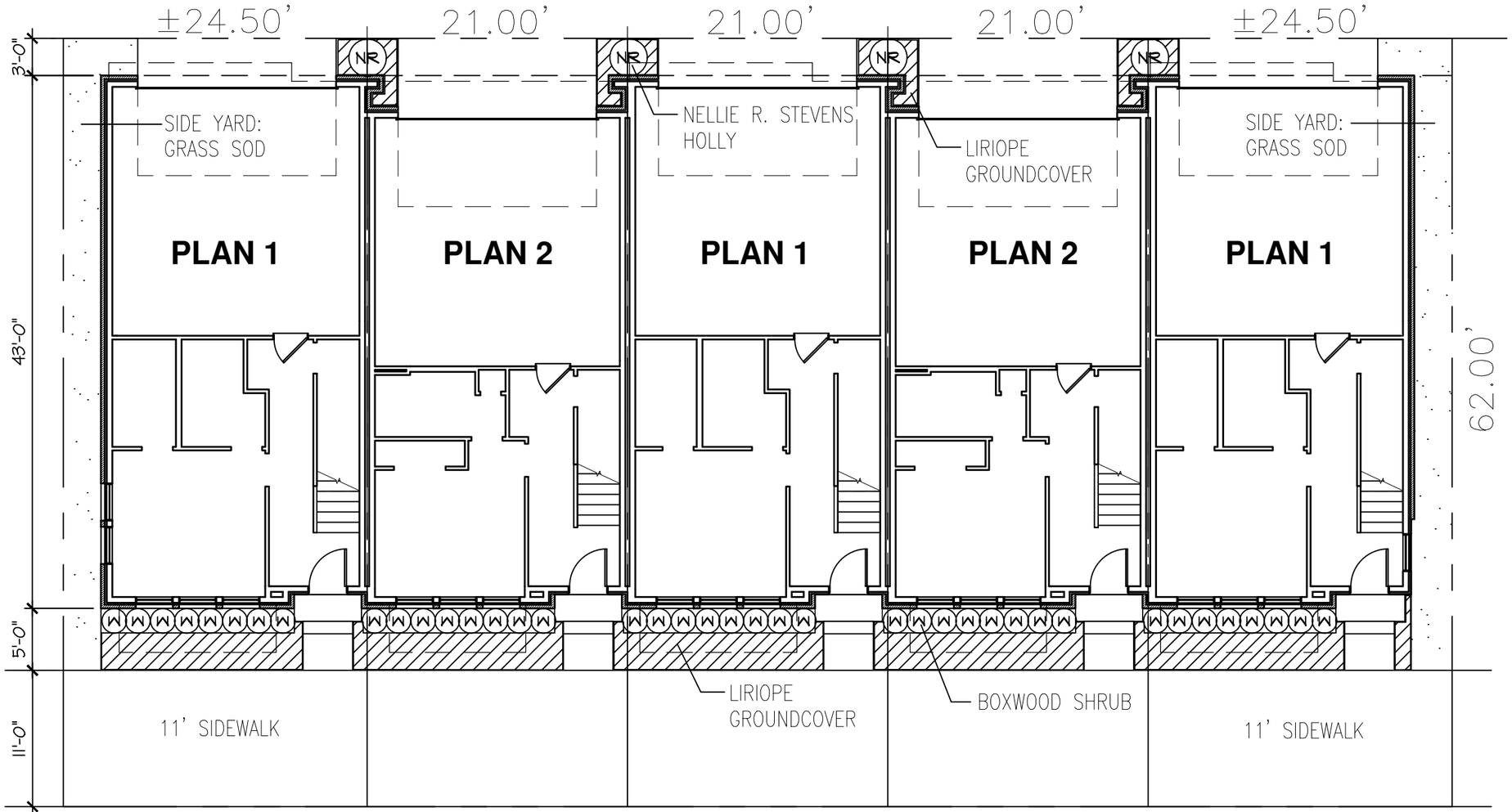
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SCALE: 1" = 10'-0"

PLOT DATE 9/9/25
SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES



BUILDING 20

Floor Plan Summary			
Building	Floor Plan 1 Count[1]	Floor Plan 2 Count[2]	Total Count
Building 3	3	2	5
Building 4	3	2	5
Building 5	3	3	6
Building 6	3	3	6
Building 7	4	4	8
Building 17	4	4	8
Building 18	4	4	8
Building 19	3	2	5
Building 20	3	2	5
Total Count	30	26	56

[1] *Floor Plan 1 - 2,200 SF (approximately)*

[2] *Floor Plan 2 - 2,100 SF (approximately)*

IRRIGATION NOTE

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS, AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.

SHRUBS				
QUANTITY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
40	(N)	WINTERGREEN BOXWOOD	Buxus microphylla 'Wintergreen'	3 gallon, 12"-14" Ht./12"-14" spread, bushy, full to ground
4	(NR)	NELLIE R. STEVENS HOLLY	Ilex vomitoria 'Nellie R. Stevens'	7 gallon, 44"-48" Ht./28"-30" spread, bushy, full to ground
GROUNDCOVER / MISCELLANEOUS				
275		LIRIOPE	Liriope spicata	1 Gallon @ 12" O.C., 8"-10" Ht./ 8"-10" spread, bushy, full to ground
TURF GRASS				
330 S.F.		S.F. GRASS BERMUDA GRASS	Cynodon dactylon	Solid sod

STATE OF TEXAS
JOE D. GRUBBS
1713
REGISTERED LANDSCAPE ARCHITECT
9-9-25

APPLICANT:
BRUNO PASQUINELLI
CADENCE HOMES
8400 BELLEVIEW DRIVE
SUITE 135
PLANO, TEXAS 75024
469-294-0196

SUBDIVISION:
PRELIMINARY PLAT
AMLI TREE HOUSE PHASE 2

LANDSCAPE ARCHITECT:
GRUBBS DESIGN GROUP
403 S. TENNESSEE STREET
MCKINNEY, TEXAS 75069
972-548-5020

LANDSCAPE PLAN
AMLI TREEHOUSE
BUILDING 20, LOTS 27-31

SCALE: 1" = 10'-0" @ TABLOID 11X17 SHEET

NORTH

0 5 10 20

SCALE: 1" = 10'-0"

PLOT DATE 9/9/25

SHEET #

8400 Bellview Drive
Suite 135
Plano Texas 75024

CADENCE HOMES

EXHIBIT B
PHASE II PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence (Attached or Detached).

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Office/Co-Working.

   G. Retail.

   H. Restaurant (as defined within the Unified Development Code).

   I. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 182 dwelling units (166 stacked flat dwelling units and 16 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association:** A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 75 percent of the gross site area, as depicted in **Exhibit C.**

6. **Landscape Area (Overall Site):**
   A. Minimum Landscape Area: 20 percent of the gross site area (inclusive of the open space dedicated to the Town), or as depicted in **Exhibit C**.

   Minimum Tree Plantings: New canopy tree plantings shall be a minimum of four (4) caliper inches in diameter. Tree planting may be achieved in public open space, private open space, common areas, and/or private yards.

   Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least eight (8) caliper inches in diameter, a replacement tree, of at least

six (6) caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch-for-inch basis.

Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhood to the west shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. Public Open Space:

A. Minimum Public Open Space: 0.70 acres, as depicted on **Exhibit C**.

B. Redding Trail Extension: A 10-foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C.**

C. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptacles, pedestrian lighting, and public art.

D. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental ground cover, and zoysia, bermuda, or acceptable alternative grass turf.

E. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Typical Street Section: Dimensional standards and typical components of the streets within the district are provided below. The list is all inclusive, however, some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C**.
    i. Travel lanes: Two, 12-foot travel lanes.
    ii. Curb Parking lanes: 8 feet, on each side of the street, where feasible and appropriate.
    iii. Planting Strip: 5 feet, on each side of the street.
    iv. Street Trees: One tree every 40 linear feet. Variations may be permitted by the Director of Parks and Recreation where alternative designs can positively contribute to the overall aesthetics of the site.
    v. Street Lighting: Uniformly spaced street lamps, achieving a minimum average lighting of 2.0 footcandles, with a minimum of 1.0 footcandle, consistent with the Illuminating Engineer Society's recommendation for a mixed vehicle and pedestrian area. The exact location shall be provided in accordance with a lighting plan approved at the time of site development permit approval.
    vi. Sidewalk: 6 feet, on each side of the street.

9. Pavement Treatments: Enhanced pavement treatments will be provided at key pedestrian features through the development. This will be achieved through the use of pavers, as well as unique concrete treatments such painting, staining, and patterned sawcut.

10. Multifamily (Stacked Flat) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: None.

C. Maximum Lot Width: 600 feet.

D. Minimum Lot Depth: None.

E. Maximum Lot Depth: 300 feet.

F. Minimum Building Setbacks:
    i. Front Yard: 60 feet from the eastern property boundary and 10 feet from the front of curb.
    ii. Side Yard: 15 feet from front of curb.
    iii. Rear Yard: 15 feet from front of curb.
    iv. Existing Neighborhood: 150 feet from the westernmost subdivision boundary.

G. Maximum Building Height: 60 feet from top of foundation.
    i. Parapet Height and Architectural Projections: In order to provide appropriate projections, up to 50 percent of the facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

11. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:
   i. Front Yard: 4 feet from the back of sidewalk.
   ii. Side Yard:
      1. End Cap Dwelling Units: 16 feet from the front of curb.
      2. All other units: None.
   iii. Rear Yard: None.
   iv. Existing Neighborhood: 120 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   i. Overhangs and balconies: 5 feet.
   ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,500 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet.

12. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:
   i. Front Yard: Street-facing: 10 feet from front of curb. Park-facing: 5 feet, when fronting public open space.
   ii. Side Yard:
      1. 3 feet and 20 feet separation between adjacent buildings.
      2. All other lots: None
   iii. Rear Yard: None.
   iv. Existing Neighborhood: 60 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
    i. Overhangs and Balconies: 5 feet
    ii. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible for Buildings 19 and 20, as depicted on the Development Plans.

13. Parking:

A. Minimum Parking Requirements:
    i. Multifamily (Stacked Flat): 1 space per bedroom.
    ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
    iii. Townhome (Fee Simple): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
    iv. Office/Co-Working: 1 space per 300 square feet of floor area.
    v. Retail: 1 space per 200 square feet of floor area.
    vi. Restaurant: 1 space per 175 square feet of floor area.

14. Façade: Building facades shall generally comply with the Development Plans depicted in **Exhibit C** and with the terms and conditions of the MOU and any subsequently executed development agreement.

15. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground-mounted HVAC units, provided that said units are screened from view with landscape or hardscape features.

16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

17. Sustainability:

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging Infrastructure: To accommodate a minimum of 15 electric vehicle charging stations shall be provided for the project.

C. Public Art: Funding shall be provided for public art in coordination with the Town and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

D. Bus Transit Facilities: The developer shall improve the bus transit shelter on Midway Road. The bus transit shelter materials shall be consistent with Town standards.

18. Unit Features:

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

EXHIBIT B
PHASE II PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence (Attached or Detached).

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Office/Co-Working.

   G. Retail.

   H. Restaurant (as defined within the Unified Development Code).~~(Special Use Permit (SUP) required).~~

   I. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 182 dwelling units (166 stacked flat dwelling units and 16 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association:** A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 75 percent of the gross site area, as depicted in **Exhibit C.**

6. **Landscape Area (Overall Site):**
   A. Minimum Landscape Area: 20 percent of the gross site area (inclusive of the open space dedicated to the Town), or as depicted in **Exhibit C**.

   Minimum Tree Plantings: New canopy tree plantings shall be a minimum of four (4) caliper inches in diameter. Tree planting may be achieved in public open space, private open space, common areas, and/or private yards.

   Trees shall be planted to achieve all required tree mitigation on site. Where mitigated

trees are at least eight (8) caliper inches in diameter, a replacement tree, of at least six (6) caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch-for-inch basis.

Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhood to the west shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. Public Open Space:

A. Minimum Public Open Space: 0.70 acres, as depicted on **Exhibit C**.

B. Redding Trail Extension: A 10-foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C.**

C. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptacles, pedestrian lighting, and public art.

D. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental ground cover, and zoysia, bermuda, or acceptable alternative grass turf.

E. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Typical Street Section: Dimensional standards and typical components of the streets within the district are provided below. The list is all inclusive, however, some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C**.
    i. Travel lanes: Two, 12-foot travel lanes.
    ii. Curb Parking lanes: 8 feet, on each side of the street, where feasible and appropriate.
    iii. Planting Strip: 5 feet, on each side of the street.
    iv. Street Trees: One tree every 40 linear feet. Variations may be permitted by the Director of Parks and Recreation where alternative designs can positively contribute to the overall aesthetics of the site.
    v. Street Lighting: Uniformly spaced street lamps, achieving a minimum average lighting of 2.0 footcandles, with a minimum of 1.0 footcandle, consistent with the Illuminating Engineer Society's recommendation for a mixed vehicle and pedestrian area. The exact location shall be provided in accordance with a lighting plan approved at the time of site development permit approval.
    vi. Sidewalk: 6 feet, on each side of the street.

9. **Pavement Treatments:** Enhanced pavement treatments will be provided at key pedestrian features through the development. This will be achieved through the use of pavers, as well as unique concrete treatments such painting, staining, and patterned sawcut.

10. **Multifamily (Stacked Flat) Form Standards:**
    A. Minimum Lot Area: None.

    B. Minimum Lot Width: None.

    C. Maximum Lot Width: 600 feet.

    D. Minimum Lot Depth: None.

    E. Maximum Lot Depth: 300 feet.

    F. Minimum Building Setbacks:
        i. Front Yard: 60 feet from the eastern property boundary and 10 feet from the front of curb.
        ii. Side Yard: 15 feet from front of curb.
        iii. Rear Yard: 15 feet from front of curb.
        iv. Existing Neighborhood: 150 feet from the westernmost subdivision boundary.

    G. Maximum Building Height: 60 feet from top of foundation.
        i. Parapet Height and Architectural Projections: In order to provide appropriate projections, up to 50 percent of the facades may accommodate parapet height offsets and other unique architectural features that project

above the maximum building height by no more than 10 feet.

H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

11. Multifamily (Townhome) Form Standards:

A. Minimum Lot Area: None

B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:
   i. Front Yard: 4 feet from the back of sidewalk.
   ii. Side Yard:
      1. End Cap Dwelling Units: 16 feet from the front of curb.
      2. All other units: None.
   iii. Rear Yard: None.
   iv. Existing Neighborhood: 120 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   i. Overhangs and balconies: 5 feet.
   ii. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,500 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet.

12. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:
   i. Front Yard: Street-facing: 10 feet from front of curb. Park-facing: 5 feet, when fronting public open space.
   ii. Side Yard:
      1. 3 feet and 20 feet separation between adjacent buildings.
      2. All other lots: None
   iii. Rear Yard: None.
   iv. Existing Neighborhood: 60 feet from the westernmost subdivision

boundary.

E. Permitted Setback Encroachments:
   i. Overhangs and Balconies: 5 feet
   ii. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet. The Director of Development Services may approve alternative floor plans so long as the floor plan meets the Minimum Floor Area Per Dwelling Unit requirement and the façade generally complies with the Development Plans, as depicted in Exhibit C.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, from the front or rear of the unit, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet. The Director of Development Services may approve an alternate condition if ground floor patio is not feasible for Buildings 19 and 20, as depicted on the Development Plans.

13. Parking:

A. Minimum Parking Requirements:
   i. Multifamily (Stacked Flat): 1 space per bedroom.
   ii. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
   iii. Townhome (Fee Simple): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
   iv. Office/Co-Working: 1 space per 300 square feet of floor area.
   v. Retail: 1 space per 200 square feet of floor area.
   vi. Restaurant: 1 space per 175 square feet of floor area.

14. Façade: Building facades shall generally comply with the Development Plans depicted in **Exhibit C** and with the terms and conditions of the MOU and any subsequently executed development agreement.

15. **Mechanical Equipment Placement and Screening:** Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground-mounted HVAC units, provided that said units are screened from view with landscape or hardscape features.

16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of ~~ornamental~~ durable architecturally appropriate materials, including but not limited to tubular steel. Colors shall be complementary to the overall development, consistent with the palette used for other site elements such as balcony and patio railings.

17. Sustainability:

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging Infrastructure: To accommodate a minimum of 15 electric vehicle charging stations shall be provided for the project.

C. Public Art: Funding shall be provided for public art in coordination with the Town and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

D. Bus Transit Facilities: The developer shall improve the bus transit shelter on Midway Road. The bus transit shelter materials shall be consistent with Town standards.

18. Unit Features:

A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

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ORDINANCE NO. O24-035

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REZONING A 8.02+/- ACRE PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF MIDWAY ROAD AND BELTWAY DRIVE, FROM PLANNED DEVELOPMENT DISTRICT (PD) TO A NEW PLANNED DEVELOPMENT DISTRICT (PD) TO ALLOW FOR THE DEVELOPMENT OF 166 MULTIFAMILY DWELLING UNITS, 26 TOWNHOME FEE SIMPLE LOTS, 16 TOWNHOME RENTAL DWELLING UNITS, RETAIL AND RESTARUANT USES, AND ASSOCIATED PUBLIC AND PRIVATE OPEN SPACE AND COMMON AREAS, THROUGH THE APPROVAL OF DEVELOPMENT PLANS AND STANDARDS; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00); PROVIDING FOR SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on June 18, 2024 the Planning & Zoning Commission considered and made recommendations on Case No.1911-Z, being a request to rezone a 8.02+/- acre property generally located at the southwest corner of Midway Road and Beltway Drive (the "Property"), from Planned Development District (PD) to a new Planned Development District (PD) to allow for the development of 166 multifamily dwelling units, 26 townhome fee simple lots, 16 townhome rental dwelling units, retail and restaurant uses, and associated public and private open space and common areas, through the approval of development plans and standards (defined herein below); and

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

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

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

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

SECTION 2. The Zoning Ordinance and official zoning map shall be amended so as to rezone the Property, said Property comprising all of Lot 1, Block 1 of Midway Square Addition, and being further described in the legal descriptions on **Exhibit A** attached hereto, from Planned Development (PD) District to a new Planned Development (PD) District, subject to the following conditions:

A. Prior to the issuance of a Certificate of Occupancy for any phase of this development, that specific phase must demonstrate compliance with the Permitted Uses and Development Standards (the "Development Standards"), which are attached hereto as **Exhibit B** and made a part hereof for all purposes. and all public and private infrastructure and site amenities shall be installed in accordance with the Development

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Plans, which is comprised of a site plan, landscape plan, façade. and floor plans (the "Development Plans"), which are attached hereto as **Exhibit C** and made a part hereof for all purposes.

B. The development shall comply with the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future definitive development agreement(s) between the Town and Developer concerning the development. Final execution of the foregoing agreement(s) in conformance with the MOU shall be a condition precedent for issuance of a building permit for the development.

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the city, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

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

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

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

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

DS

TOWN OF ADDISON, TEXAS

DocuSigned by:
Bruce Arfsten
2CF81DF986514EA...
Bruce Arfsten, Mayor

ATTEST:

DocuSigned by:
Valencia Garcia
BCF0B0F86484442...
Valencia Garcia, City Secretary

APPROVED AS TO FORM:

DocuSigned by:
Whitt Wyatt
BCBCE4D8115D41A...
Whitt Wyatt, City Attorney

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Being 8.2110 acres (357,672square feet) tract of land situated in the Thos L. Chenoweth Survey, Abstract No. 273 in the Town of Addison, Dallas County, Texas and being Remainder of Lot 1, Block 1 of Midway Square Addition, an addition to the Town of Addison, Dallas County, Texas recorded in Volume 93252, Page 3095 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being a portion of a tract of land described in Special Warranty Deed to VVI, Inc. recorded in Volume 96047, Page 4955 of said D.R.D.C.T., said 8.2110 acres tract being more particularly described as follows:

BEGINNING at a "X" cut set at the intersection of the west right-of-way line of Midway Road (a variable width right-of-way) and the south right-of-way line of Beltway Drive (a 60-foot wide right-of-way), also being the north line of said Lot 1;

THENCE, South 89°25'22" West, along south right-of-way line of said Beltway drive and the north line of said Lot 1, a distance of 120.00 feet to the beginning of a non-tangent curve to the left;

THENCE, Southwesterly, continuing along south right-of-way line of said Beltway drive and the north line of said Lot 1, also along the arc of said curve to the left having a central angle of 05°55'04", a radius of 660.13 feet, and a chord bearing and distance of South 87°22'46" West, 68.15 feet, and an arc length of 68.18 feet to a 1/2-inch iron with cap stamped "Bowman Prop Cor" set for corner at the end of said curve and being the northeast corner of A Motel Addition, an additional to the Town of Addisson, Dallas County, Texas recorded in Volume 79219, Page 181 of said D.R.D.C.T.;

THENCE, South 00°32'52" East, along the east line of said A Motel Addition and the west line of said Lot 1, a distance of 242.55 feet to a "PK" nail set for corner, same being the southeast corner of said A Motel Addition;

THENCE, South 89°27'10" West, along the south line of said A Motel Addition, a distance of 338.58 feet to a 1/2-inch iron rod found for the most north westerly corner of said Lot 1, and being the most north easterly corner of Lot 67 (Common Area) of Town Lake, an additional to the Town of Addison, Dallas County, Texas recorded in Volume 97003, Page 1033 of said D.R.D.C.T.;

THENCE, South 00°03'17" East, along the east line of said Lot 67 and the west line of said Remainder Lot 1, a distance of 518.66 feet to a "PK" set for corner on the north line of Lot1R, Block 1 of Switzer & Jones Addition, an addition to the Town of Addison, Dallas County, Texas, and from which a "PK" nail found bears North 82°02'28" East, 0.75 feet;

THENCE, North 89°47'02" East, along the north line of said Lot 1R, and the south line of said Lot 1, a distance of 348.13 feet to a "PK" nail set for corner and being the northeast corner of said Lot 1R, from which a "PK" nail found bears South 27°19'27" East, 0.61 feet;

THENCE, South 00°12'58" East, along the east line of said Lot 1R, a distance of 218.56 feet to a "PK" nail set for the most southerly west corner of said Lot 1, from which a "X" cut found bears North 35°01'11" West, 1.08 feet;

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EXHIBIT A

THENCE, along the common line of said Lot 1 and Lot 1R the following three (calls):

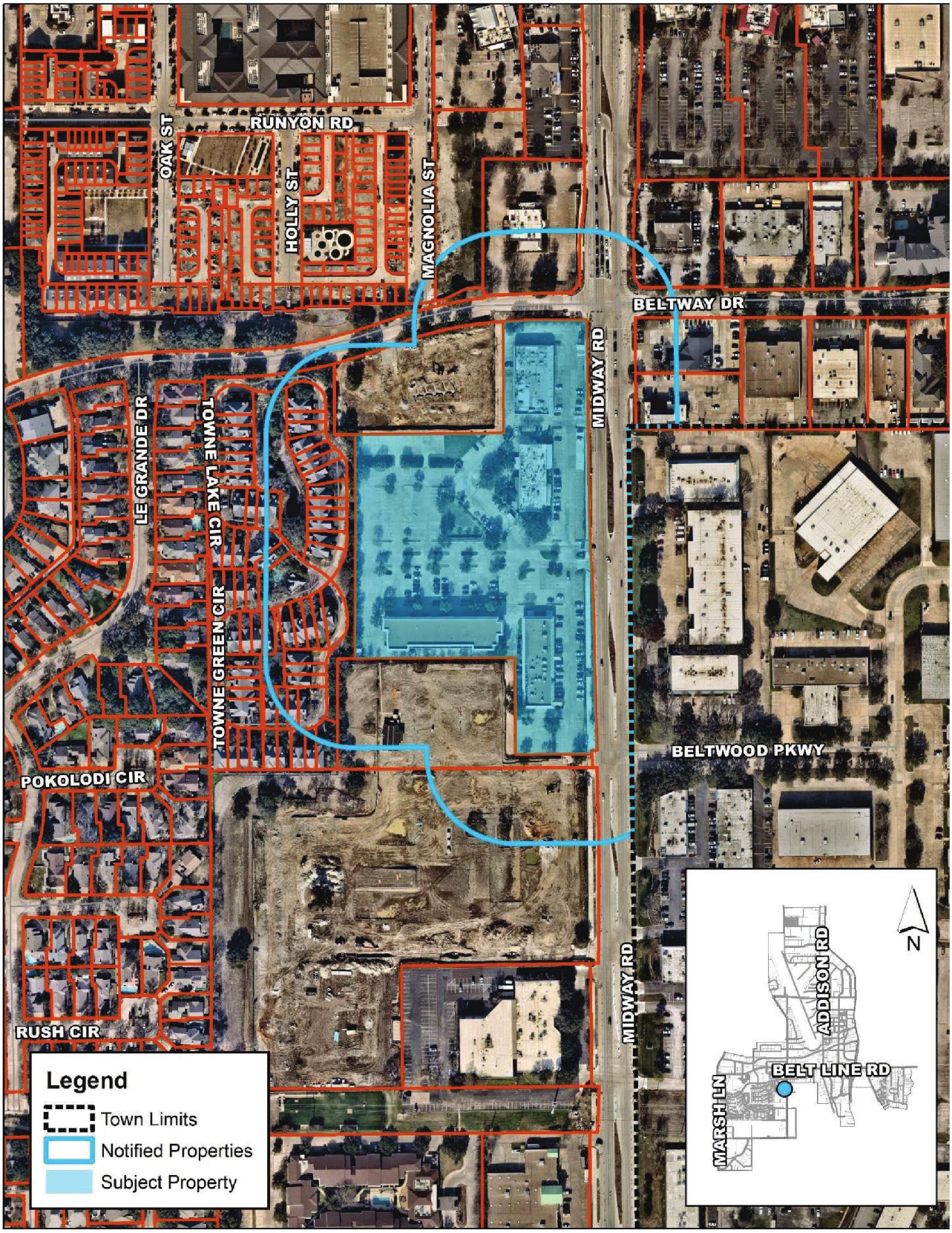
1) North 89°47'02" East, a distance of 168.39 feet to a 1/2-inch iron rod with cap stamped "BOWMAN PROP COR" ser for corner;
2) North 00°12'58" West, a distance of 8.17 feet to a 1/2-inch iron rod with cap stamped "BOWMAN PROP COR" ser for corner;
3) North 89°47'02" East, at a distance of 1.92 feet passing a 5/8-inch iron rod found for the most south easterly corner of said Lot 1R, continuing for a total distance of 13.11 feet to a 1/2-inch iron rod with cap stamped "BOWMAN PROP COR" ser for corner on the west right-of-way line of said Midway Road, and being the most southerly east corner of said Lot 1;

THENCE, along the west right-of-way line of said Midway Road and the east line of said Lot 1 the following five (5) calls:

1) North 00°23'13" West, a distance of 977.17 feet to a "X" cut set for corner;
2) South 89°47'02" West, a distance of 11.00 feet to a "X" cut set for corner;
3) North 00°23'13" West, a distance of 151.21feet to a "X" cut set for corner;
4) North 06°18'20" East, a distance of 94.39 feet to "X" cut set for corner;
5) North 00°23'13" West, a distance of 255.65 feet to the **POINT OF BEGINNING**, and containing 8.2110 acres (357,672 square feet) of land.

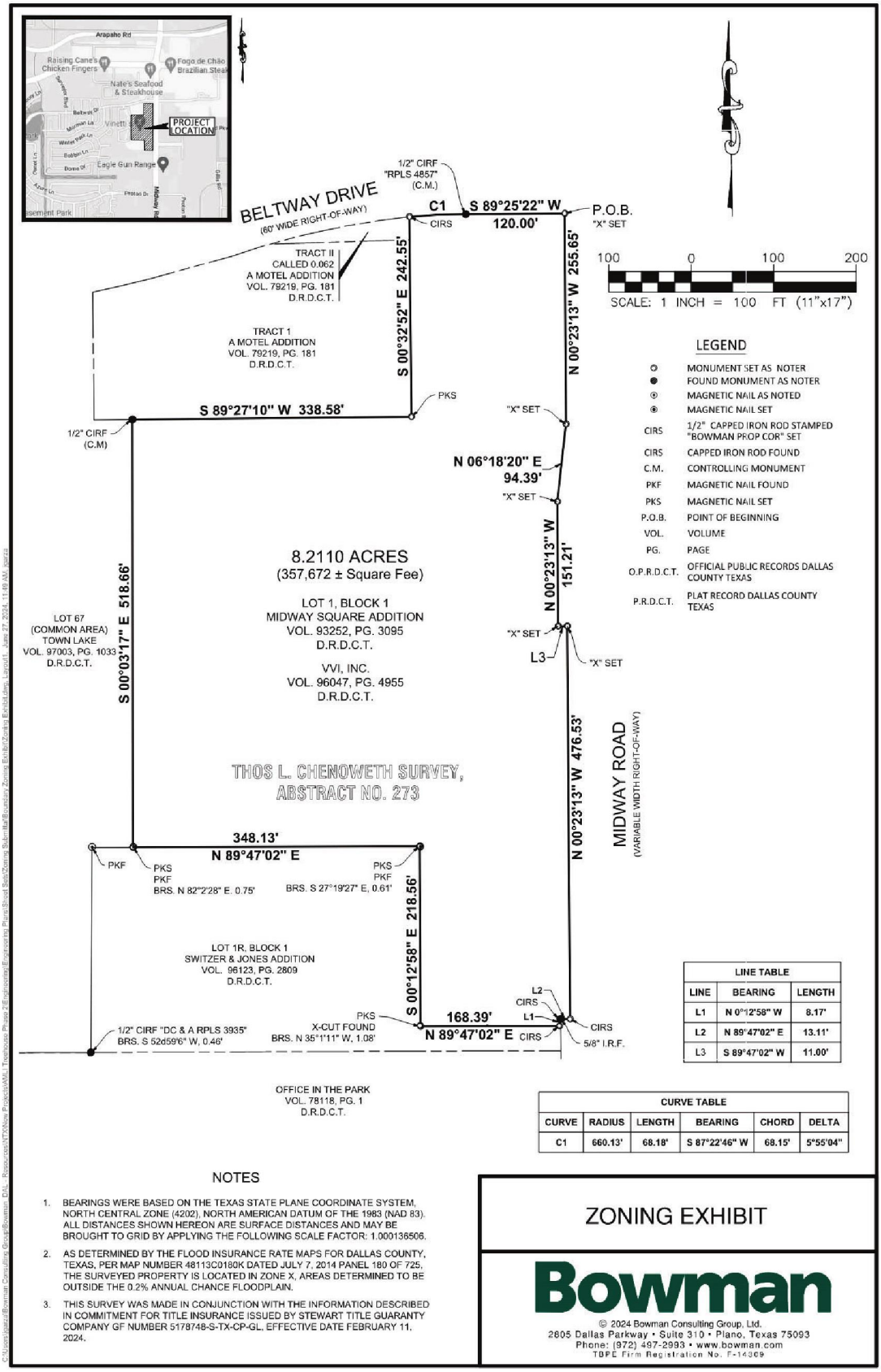
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EXHIBIT A



Docusign Envelope ID: B1A05728-4803-4CB2-AFB4-791E976C0DC3

EXHIBIT A



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 0°12'58" W	8.17'
L2	N 89°47'02" E	13.11'
L3	S 89°47'02" W	11.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	BEARING	CHORD	DELTA
C1	660.13'	68.18'	S 87°22'46" W	68.15'	5°55'04"

NOTES

1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF THE 1983 (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 1.000136506.
2. AS DETERMINED BY THE FLOOD INSURANCE RATE MAPS FOR DALLAS COUNTY, TEXAS, PER MAP NUMBER 48113C0180K DATED JULY 7, 2014 PANEL 180 OF 725, THE SURVEYED PROPERTY IS LOCATED IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. THIS SURVEY WAS MADE IN CONJUNCTION WITH THE INFORMATION DESCRIBED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY GF NUMBER 5178748-S-TX-CP-GL, EFFECTIVE DATE FEBRUARY 11, 2024.

ZONING EXHIBIT

Bowman

© 2024 Bowman Consulting Group, Ltd.
2805 Dallas Parkway • Suite 310 • Plano, Texas 75093
Phone: (972) 497-2993 • www.bowman.com
TBPE Firm Registration No. F-14309

C:\Users\jsanz\Bowman Consulting Group\Bowman - DAL - Resources\NTX\Work Projects\AMLI Treehouse Phase 2\Engineering\Engineering Plans\Shovel Sets\Zoning Submittal\Boundary Zoning Exhibit\Zoning Exhibit.dwg, Layout1, June 27, 2024, 11:49 AM, jsanz

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EXHIBIT B

PERMITTED USES AND DEVELOPMENT STANDARDS

1. **Permitted Uses:**
   A. Single-Family Residence (Attached or Detached).

   B. Townhome.

   C. Condominium.

   D. Multifamily (Stacked Flat).

   E. Multifamily (Townhome).

   F. Office/Co-Working.

   G. Retail.

   H. Restaurant (Special Use Permit (SUP) required).

   I. Accessory uses encompassing community, social, and recreation facilities customary to single-family and multifamily residential development, and home occupations that do not employ persons outside the residence and that do not alter the physical structure or generate additional parking demand.

2. **Maximum Number of Multifamily Dwelling Units:** 182 dwelling units (166 stacked flat dwelling units and 16 townhome dwelling units).

3. **Development Phasing and Operational Restrictions:** The Development Plans shall be implemented in accordance with the phasing plan depicted in **Exhibit C**, and as further defined by the terms and conditions outlined in a Memorandum of Understanding (MOU), which will serve as the basis for a future development agreement between the Town and Developer.

4. **Required Homeowner's Association:** A homeowner's association and associated restrictive covenants shall be established for the Townhomes at the time of Final Plat. Said covenants shall account for HOA maintenance of Townhome common areas.

5. **Maximum Building Coverage (Overall Site):** 75 percent of the gross site area, as depicted in **Exhibit C.**

6. **Landscape Area (Overall Site):**
   A. Minimum Landscape Area: 20 percent of the gross site area (inclusive of the open space dedicated to the Town), or as depicted in **Exhibit C**.

   Minimum Tree Plantings: New canopy tree plantings shall be a minimum of four (4) caliper inches in diameter. Tree planting may be achieved in public open space, private open space, common areas, and/or private yards.

   Trees shall be planted to achieve all required tree mitigation on site. Where mitigated trees are at least eight (8) caliper inches in diameter, a replacement tree, of at least six (6) caliper inches in diameter, must be utilized to fulfill mitigation requirements on an inch-for-inch basis.

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Alternative replacement and transplant trees shall be considered by the Town where said trees can enhance the diversity of tree planting and positively contribute to the overall aesthetics and screening needs for the site. The Director of Parks and Recreation may approve alternative tree mitigation standards to account for transplanting of mature trees.

B. Required Site Landscape: Excluding streets, parking, sidewalks, and other required hardscape, common areas are to be landscaped and irrigated. Residential ground floor frontages shall be required to landscape the entire area between the edge of sidewalk and the primary building facade, excluding access to sidewalks, stairs, stoops, porches, and patios. This area must be irrigated, and may be landscaped with ground cover, low shrubs, and ornamental trees.

C. Required Perimeter Screening: Existing, healthy trees situated between new buildings and the existing residential neighborhood to the west shall be preserved whenever possible, and new evergreen and deciduous plantings shall be allocated to screen and buffer this site from these existing neighborhoods.

7. Public Open Space:

A. Minimum Public Open Space: 0.70 acres, as depicted on **Exhibit C**.

B. Redding Trail Extension: A 10-foot wide trail shall be installed to extend the Redding Trail to the northern limit of the site, as depicted in **Exhibit C.**

C. Public Open Space Furnishings: Public open space shall be amenitized with site furnishings such as benches, trash receptacles, pedestrian lighting, and public art.

D. Public Open Space Landscape: Landscape shall be irrigated and shall include a mix of evergreen and deciduous canopy and ornamental tree species, ornamental ground cover, and zoysia, bermuda, or acceptable alternative grass turf.

E. Public Open Space Installation and Maintenance: All public open space improvements shall be installed by the developer. Upon satisfactory completion of the public open space improvements, the developer shall convey the public open space to the Town. Upon acceptance of the Public Open Space, the Town shall be responsible for maintaining the Public Open Space.

8. Street Connectivity and Streetscape Standards:

A. Private Streets: All streets shall be private and shall be constructed to meet Town specifications for public streets, as modified by the street standards established herein. Public access easements shall be provided at the time of platting to accommodate needed site access. Where this district conflicts with any Town regulation for private streets, the standards of this district and any subsequently established MOU and/or development agreement, shall prevail.

B. Typical Street Section: Dimensional standards and typical components of the streets within the district are provided below. The list is all inclusive, however, some elements may be excluded or modified for individual sections based on site context. Any deviations are as depicted in **Exhibit C**.

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A. Travel lanes: Two, 12-foot travel lanes.
B. Curb Parking lanes: 8 feet, on each side of the street, where feasible and appropriate.
C. Planting Strip: 5 feet, on each side of the street.
D. Street Trees: One tree every 40 linear feet. Variations may be permitted by the Director of Parks and Recreation where alternative designs can positively contribute to the overall aesthetics of the site.
E. Street Lighting: Uniformly spaced street lamps, achieving a minimum average lighting of 2.0 footcandles, with a minimum of 1.0 footcandle, consistent with the Illuminating Engineer Society's recommendation for a mixed vehicle and pedestrian area. The exact location shall be provided in accordance with a lighting plan approved at the time of site development permit approval.
F. Sidewalk: 6 feet, on each side of the street.

9. **Pavement Treatments:** Enhanced pavement treatments will be provided at key pedestrian features through the development. This will be achieved through the use of pavers, as well as unique concrete treatments such painting, staining, and patterned sawcut.

10. **Multifamily (Stacked Flat) Form Standards:**
    A. Minimum Lot Area: None.
    B. Minimum Lot Width: None.
    C. Maximum Lot Width: 600 feet.
    D. Minimum Lot Depth: None.
    E. Maximum Lot Depth: 300 feet.
    F. Minimum Building Setbacks:
        A. Front Yard: 60 feet from the eastern property boundary and 10 feet from the front of curb.
        B. Side Yard: 15 feet from front of curb.
        C. Rear Yard: 15 feet from front of curb.
        D. Existing Neighborhood: 150 feet from the westernmost subdivision boundary.
    G. Maximum Building Height: 60 feet from top of foundation.
        A. Parapet Height and Architectural Projections: In order to provide appropriate projections, up to 50 percent of the facades may accommodate parapet height offsets and other unique architectural features that project above the maximum building height by no more than 10 feet.
    H. Minimum Floor Area Per Dwelling Unit: 600 square feet.

11. **Multifamily (Townhome) Form Standards:**
    A. Minimum Lot Area: None

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B. Minimum Dwelling Unit Width: 20 feet.

C. Minimum Dwelling Unit Depth: 40 feet.

D. Minimum Building Setbacks:
   A. Front Yard: 4 feet from the back of sidewalk.
   B. Side Yard:
      1. End Cap Dwelling Units: 16 feet from the front of curb.
      2. All other units: None.
   C. Rear Yard: None.
   D. Existing Neighborhood: 120 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   A. Overhangs and balconies: 5 feet.
   B. Patios and courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

G. Minimum Floor Area Per Dwelling Unit: 1,500 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet.

12. Townhome (Fee Simple) Form Standards:

A. Minimum Lot Area: None.

B. Minimum Lot Width: 20 feet.

C. Minimum Lot Depth: 50 feet.

D. Minimum Building Setbacks:
   A. Front Yard: Street-facing: 10 feet from front of curb. Park-facing: 5 feet, when fronting public open space.
   B. Side Yard:
      1. 3 feet and 20 feet separation between adjacent buildings.
      2. All other lots: None
   C. Rear Yard: None.
   D. Existing Neighborhood: 60 feet from the westernmost subdivision boundary.

E. Permitted Setback Encroachments:
   A. Overhangs and Balconies: 5 feet
   B. Patios and Courtyards: Within 1 foot of the back of sidewalk.

F. Maximum Building Height: 3 stories, 45 feet for flat roof forms and 48 feet for pitched roof forms, from top of foundation.

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G. Minimum Floor Area Per Dwelling Unit: 1,800 square feet.

H. Outdoor Living Areas: All dwelling units shall have a projected or recessed balcony, and a ground floor patio area accessible from a sidewalk or trail, that are a minimum depth of 4 feet.

13. Parking:

A. Minimum Parking Requirements:

A. Multifamily (Stacked Flat): 1 space per bedroom.
B. Multifamily (Townhome): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
C. Townhome (Fee Simple): 2 enclosed spaces per dwelling unit and 0.5 surface parking spaces per dwelling unit.
D. Office/Co-Working: 1 space per 300 square feet of floor area.
E. Retail: 1 space per 200 square feet of floor area.
F. Restaurant: 1 space per 175 square feet of floor area.

14. Façade: Building facades shall comply with the Development Plans depicted in **Exhibit C** and with the terms and conditions of the MOU and any subsequently executed development agreement.

15. Mechanical Equipment Placement and Screening: Mechanical equipment shall be mounted on the roof and be screened from view from all rights-of-way and located to minimize noise intrusion off each lot. Screening must be architecturally compatible with the building design. The Multifamily (Townhomes) may have ground-mounted HVAC units, provided that said units are screened from view with landscape or hardscape features.

16. Fencing:

A. Private Yard Fencing: Private yard fencing shall substantially comply with the Development Plan. Fencing shall not exceed four (4) feet in height and shall be no more than 50 percent opaque and shall be constructed of ornamental materials.

17. Sustainability:

A. LEED Certification: The Multifamily component of the project shall, at a minimum, achieve LEED Silver certification.

B. Electric Vehicle Charging Infrastructure: To accommodate a minimum of 15 electric vehicle charging stations shall be provided for the project.

C. Public Art: Funding shall be provided for public art in coordination with the Town and in accordance with the terms and conditions of the MOU and any subsequently executed development agreement.

D. Bus Transit Facilities: The developer shall improve the bus transit shelter on Midway Road. The bus transit shelter materials shall be consistent with Town standards.

18. Unit Features:

Docusign Envelope ID: B1A05728-4803-4CB2-AFB4-791E976C0DC3

EXHIBIT B

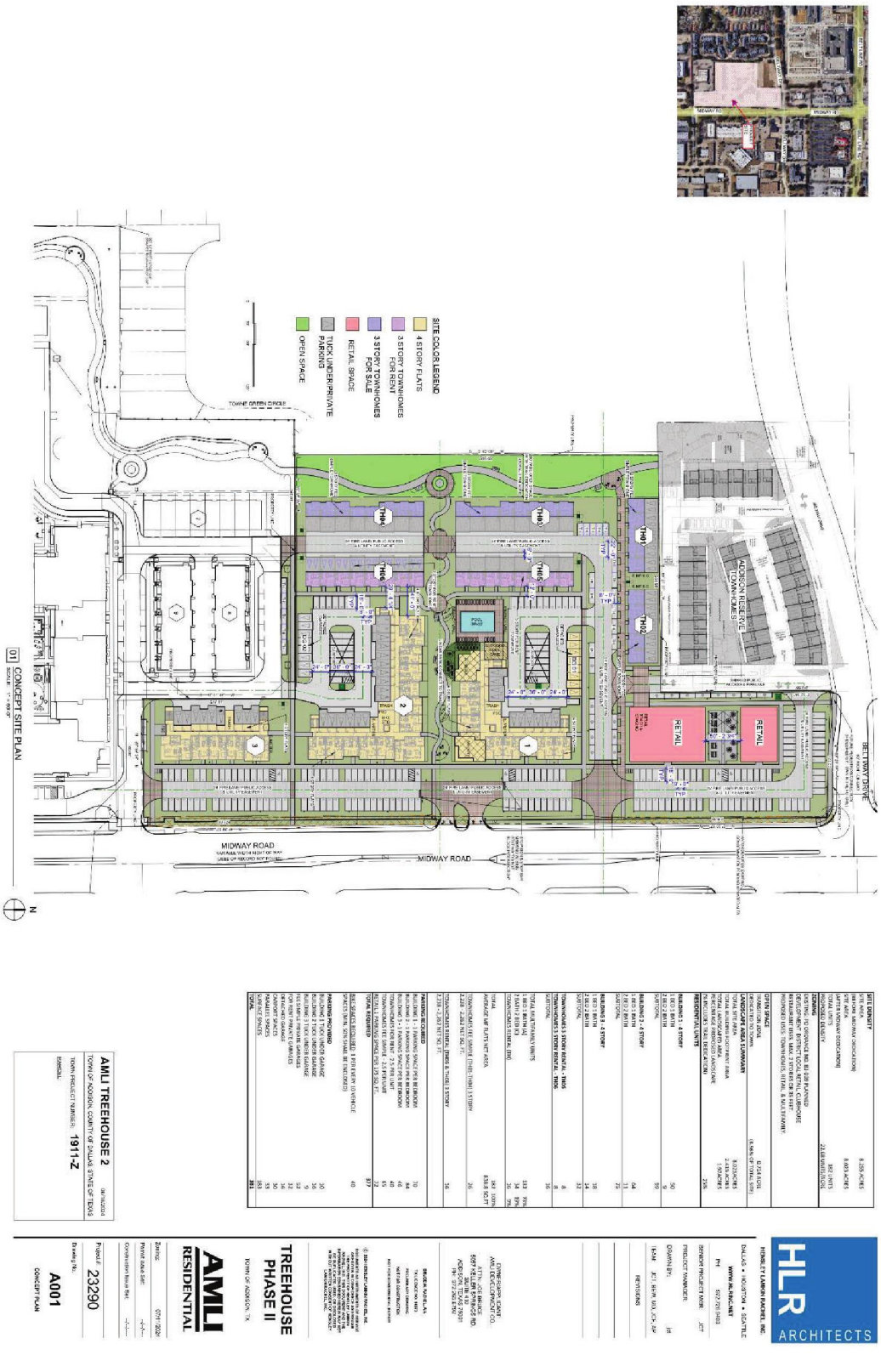
A. Interior Finishes: There shall be no linoleum or Formica surfaces in the units. All countertops shall be granite, stone, or a superior surface material.

B. Appliances: All units shall be equipped with energy efficient appliances.

Docusign Envelope ID: B1A05728-4803-4CB2-AFB4-791E976C0DC3

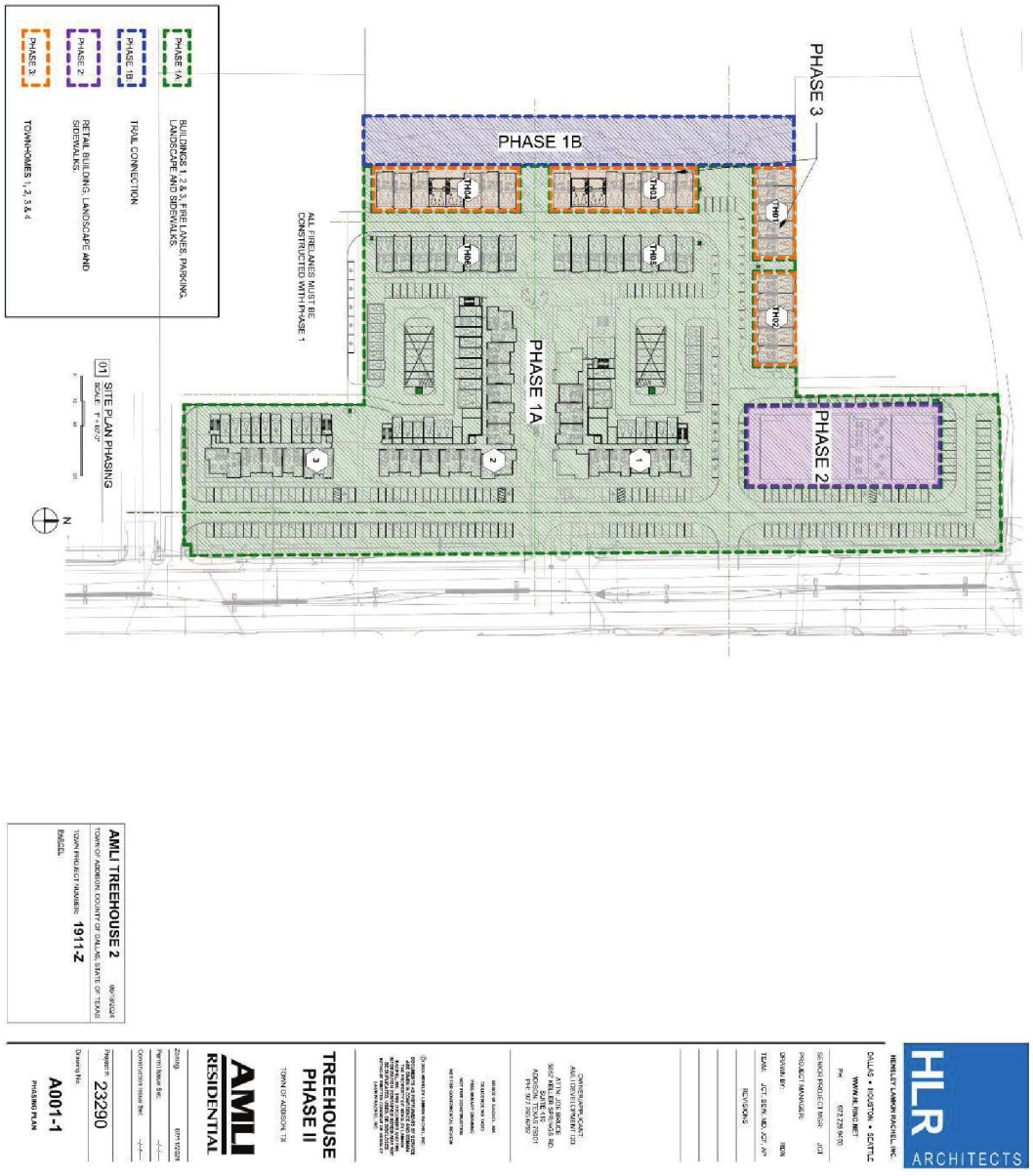
EXHIBIT C

DEVELOPMENT PLANS



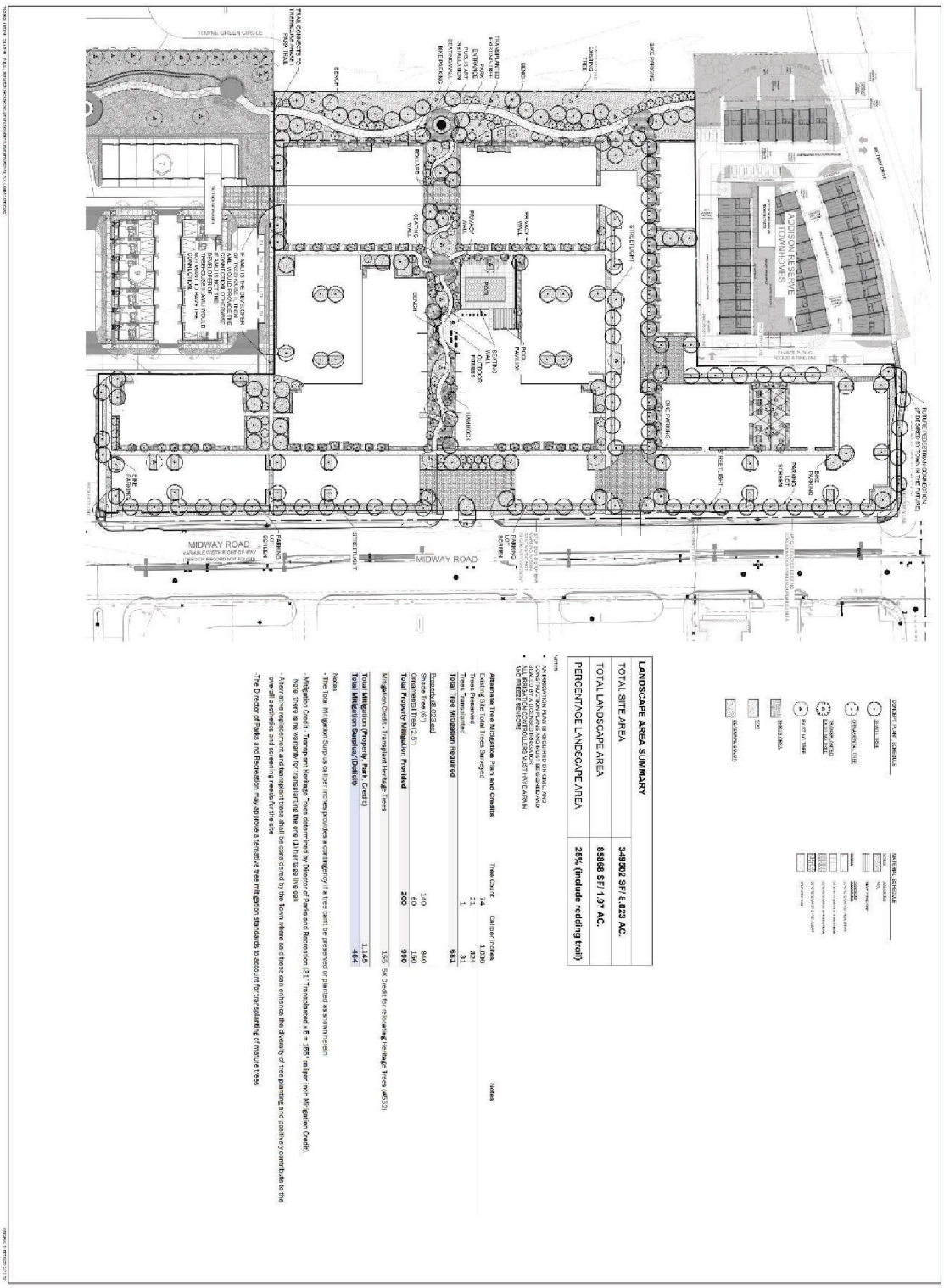
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EXHIBIT C



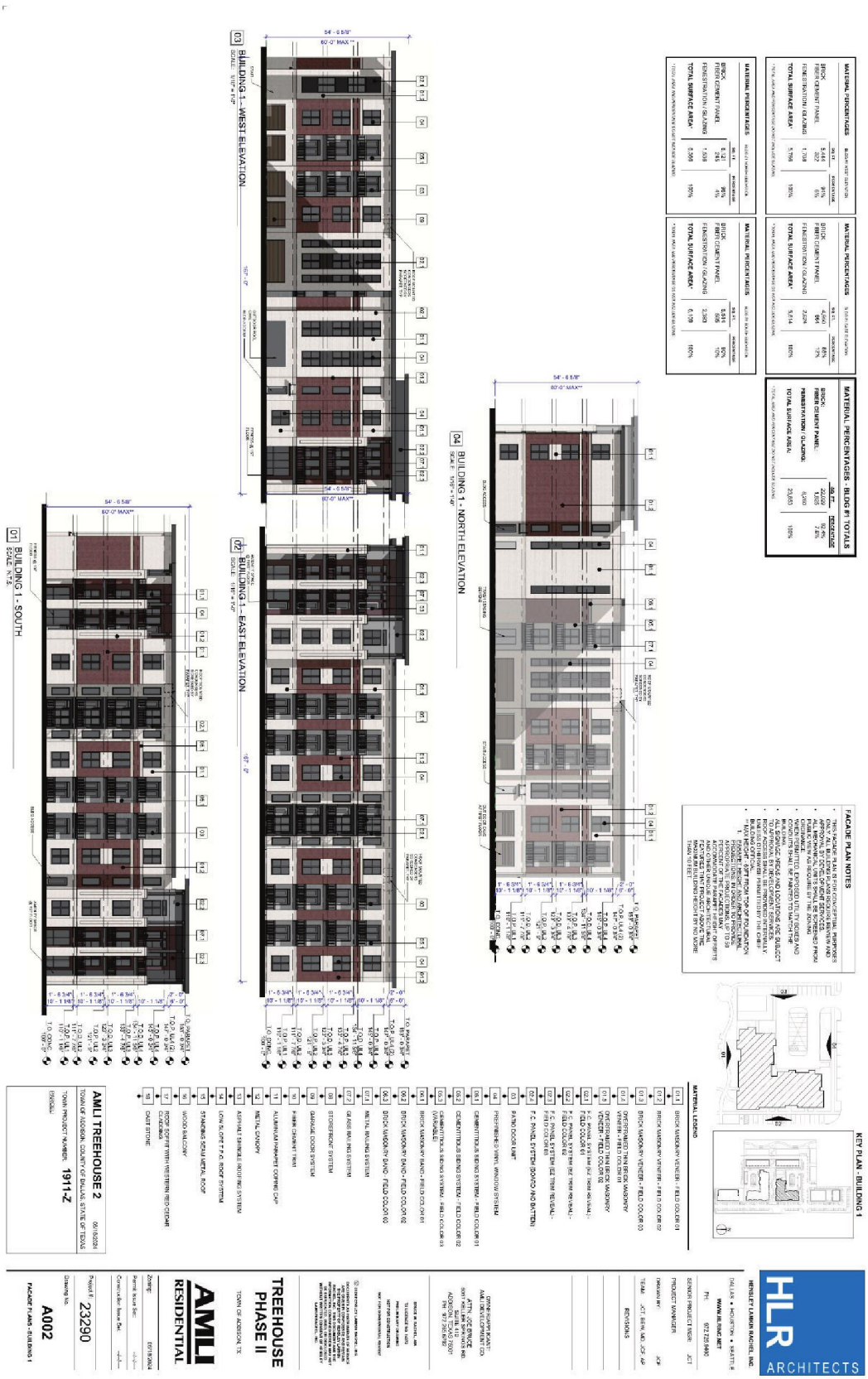
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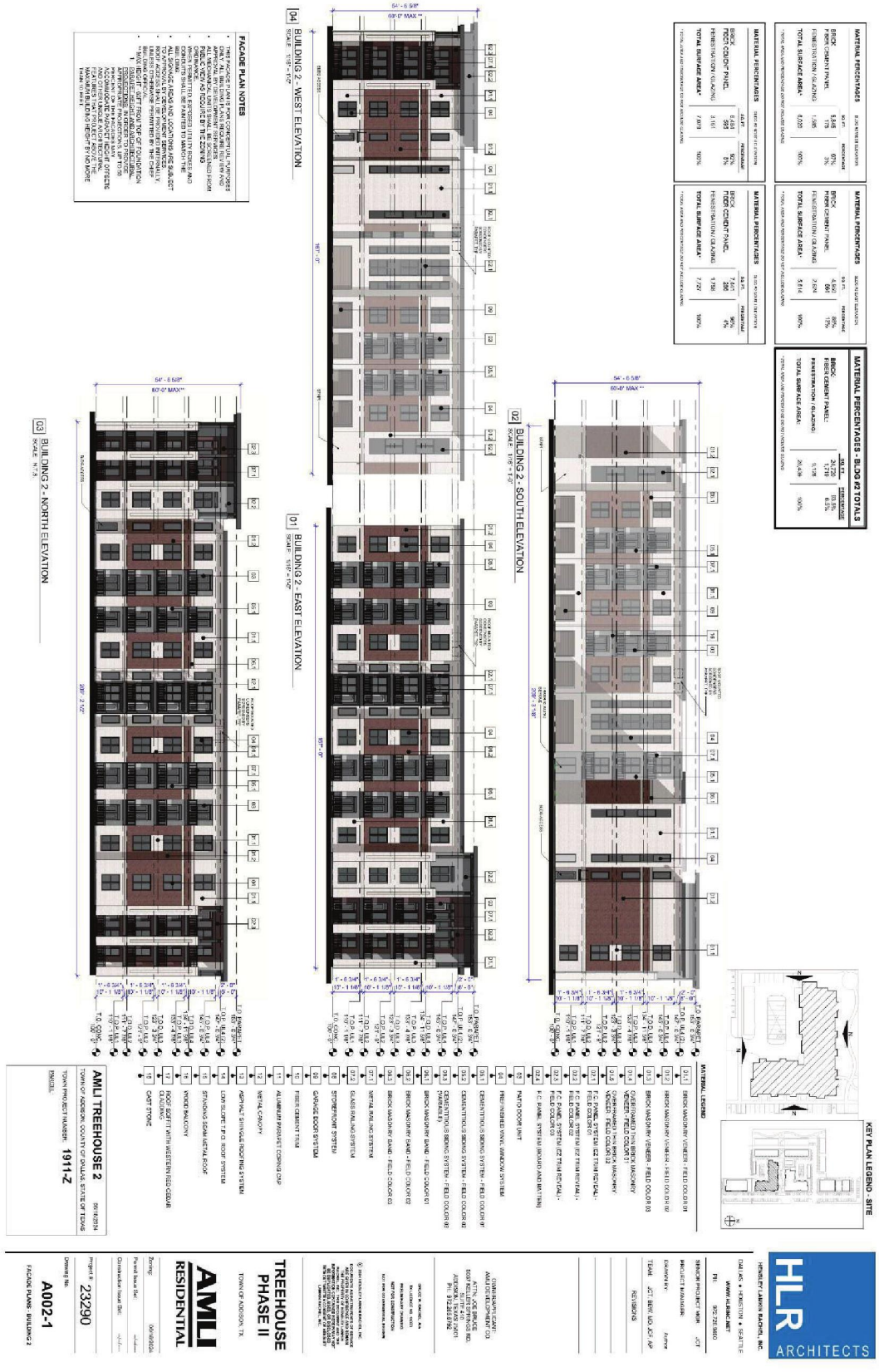
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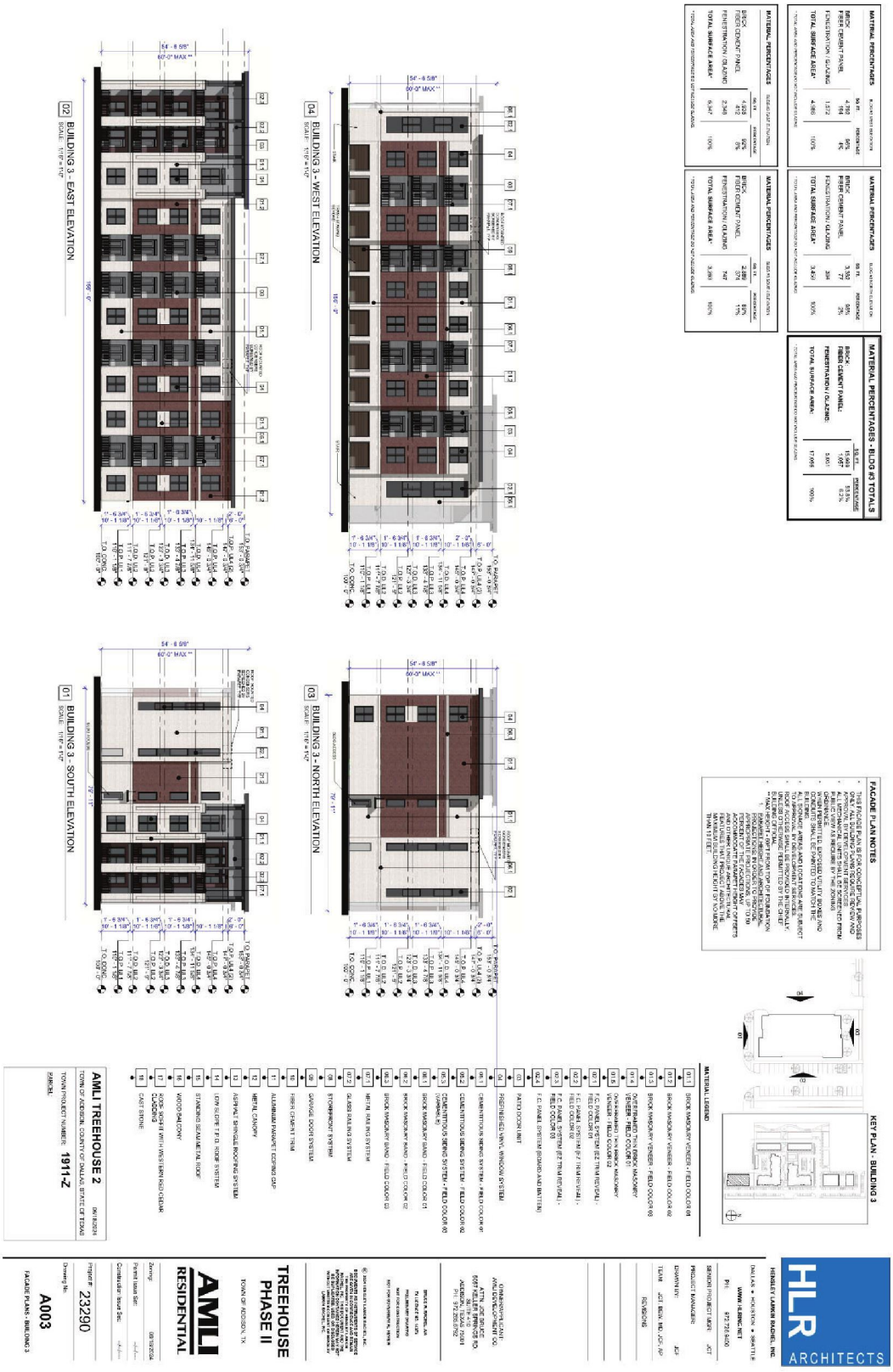
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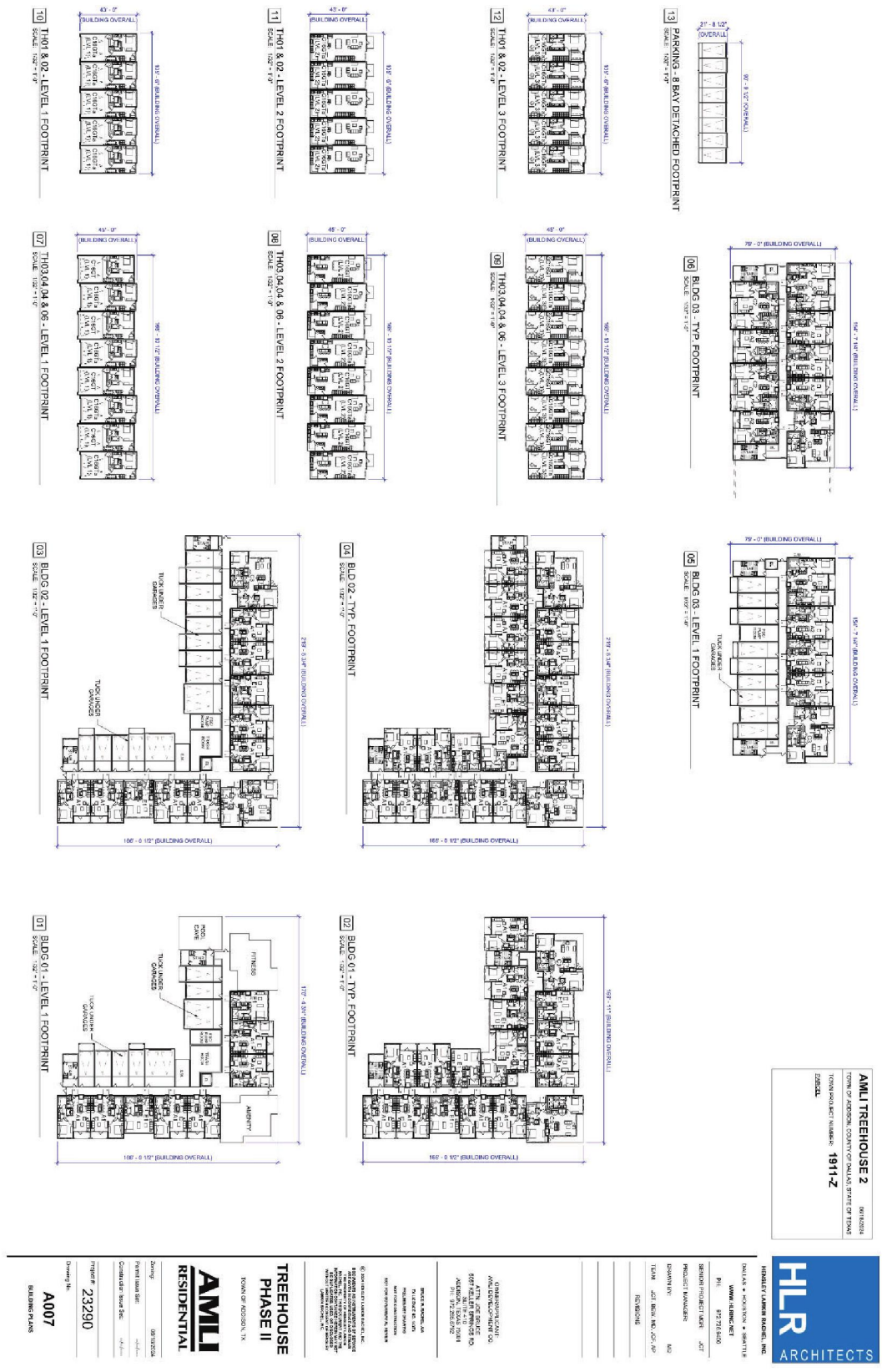
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EXHIBIT C



2025 City Council Regular Meeting **6. a.**

Meeting Date: 10/14/2025

Department: Development Services

Key Focus Areas: Public Safety
Economic Development and Revitalization

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving a Master Development Agreement and related definitive agreements between the Town of Addison and AMLI Residential for the AMLI Treehouse, Phase I development project, and authorizing the City Manager to execute the agreements.

BACKGROUND:

At the August 9, 2022 City Council meeting, the zoning for AMLI Treehouse, Phase 1 was approved via Ordinance No. O22-25. At the same meeting, City Council approved a Memorandum of Understanding (MOU) to establish more restrictive performance standards above and beyond what may typically be established through the zoning process. Staff has prepared the Master Development Agreement (MDA) and related agreements based upon standards agreed upon within the MOU for consideration by City Council.

Key components of the MDA include:

- Performance standards for initial finish out, use, and leasing of the two ground-floor retail spaces in the multifamily wrap building.
- Performance standards for the improvement and dedication of the proposed public open space and trail improvements.
- Performance standards for the development of the fee simple townhomes that enhance the Town's capacity to ensure that those dwelling units are completed in a timely manner.
- More restrictive construction work hours that limit work during the evening and on weekends.
- Defining material facade construction standards.
- Commitment to achieve LEED Silver certification, at a minimum, for the multifamily rental component of the project.
- Provision for electric vehicle charging stations.
- Resolution of fence encroachment.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the request.

Attachments

Presentation - AMLI Treehouse Phase I MDA

Resolution - AMLI Treehouse Phase I MDA

AMLI Treehouse, Phase 1 Master Development Agreement

October 14, 2025

Lesley Nyp, Director of Development & Neighborhood Services

AMLI Treehouse Background



Site Plan

BACKGROUND:

- August 9, 2022:
  - AMLI Treehouse, Phase 1 approved via Ordinance No. 022-25.
  - Memorandum of Understanding (MOU) between Town and AMLI approved to be executed.
    - MOU established more restrictive performance standards than what would typically be accomplished via the zoning process.

- October 14, 2025:
  - Consideration of Master Development Agreement (MDA) based upon terms outlined in MOU.

AMLI Treehouse MDA



TRAIL VIEW NORTH FROM DOG PARK

PURPOSE:

- Establish more restrictive performance standards than what would typically be accomplished via the zoning process
- **There are no financial obligations from the Town to the developer with this agreement.**

GOALS:

- Achieve a true mix of uses and housing types within the project;
- Execute the development phasing plan in a timely manner;
- Define developer obligations to enhance the site and Town obligations for future ownership and maintenance of conveyed public open space;
- Achieve enhanced sustainability features within the development.

AMLI Treehouse Background

DEFINITIVE AGREEMENTS:

- **Master Development Agreement (MDA)**
  - Park Dedication, Covenant, and Restriction Agreement
  - Purchase Option Agreement
  - Park Special Warranty Deed



BIRDS-EYE VIEW

AMLI TREEHOUSE ADDISON, TX • ILLUSTRATIVE MASTER PLAN

PN 8519082 | 08.03.2022 | AMLI DEVELOPMENT CO.

AMLI Treehouse MDA

MAJOR COMPONENTS:

- Marketing, activation, and required occupancy of ground floor retail spaces
- Open Space dedication and enhancement, $100K contribution to additional dog park enhancements (*Completed / In Process*)
- Town options if developer fails to develop fee simple townhomes, developer intent to restrict townhomes
- Reduced construction work hours
- Exterior façade building material requirements –
  - **Modification from original MOU**: **Allows variation of minimum masonry requirement of 90% via zoning process. Fee-simple townhomes desires a masonry percentage between 50%-88% per façade.**
- $150K donation for public art (*Completed*)
- Tree transplanting, LEED certification, EV stations (*Completed / In Process*)
- Acknowledgement of developer efforts to finance perimeter fence improvements (*Completed*)
- Temporary construction easement for construction of fee-simple townhomes
- Resolution of fence encroachment

AMLI Treehouse MDA

RECOMMENDATION:

Staff recommends the City Council **approve** and authorize the City Manager to enter into the Master Development Agreement and related definitive agreements with AMLI Residential for the AMLI Treehouse, Phase 1 project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A MASTER DEVELOPMENT AGREEMENT BY AND BETWEEN THE TOWN OF ADDISON AND AMLI RESIDENTIAL PARTNERS, LLC, ADOPTING GENERAL DEVELOPMENT TERMS FOR THE AMLI TREEHOUSE DEVELOPMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER DEVELOPMENT AGREEMENT AND RELATED DEFINITIVE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 9, 2022, the City Council approved the Planned Development (PD) District Ordinance No. O22-25 providing for the development of the AMLI Treehouse Phase 1 Project on a 13.78+/- acre property located on the west side of Midway Road, approximately 1,000 feet south of Beltway Drive and immediately north of the Redding Trail Dog Park (the "Project"); and

WHEREAS, in conformance with the PD Ordinance, the Town and the developer of the AMLI Project desire to enter into a Master Development Agreement establishing definitive terms and conditions, including certain restrictions and covenants, made and imposed in connection with the development and construction of the Project; and

WHEREAS, the MDA incorporates by reference and contemplates the execution of certain related definitive agreements necessary to carry out the Project, including without limitation, (i) a Park Dedication, Covenant and Restriction Agreement; (ii) a Purchase Option Agreement; and (iii) and a Park Special Warranty Deed (collectively, the "Definitive Agreements").

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

SECTION 1. The City Council hereby approves the Master Development Agreement between the Town and AMLI for the AMLI Treehouse Development Project (the "MDA"), a copy of which is attached to this Resolution as **Exhibit A**. The City Manager is hereby authorized to execute the MDA and any related Definitive Agreements.

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 ***14th*** day of ***OCTOBER, 2025.***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

MASTER DEVELOPMENT AGREEMENT
Addison AMLI Treehouse Phase I Project

This MASTER DEVELOPMENT AGREEMENT (this "Agreement") is made effective as of the Effective Date between the **Town of Addison, Texas** ("Town"), and **PPF AMLI 14681 Midway Road, LLC** ("AMLI") (each a "party" and collectively the "parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Town and AMLI Residential Partners, LLC, have entered into a Memorandum of Understanding dated August 9, 2022 (the "MOU") relating to the development of the AMLI Treehouse Phase I Project (the "Project"); and

WHEREAS, AMLI acquired title to the Project on November 1, 2022;

WHEREAS, the Project (as further defined in Article II of this Agreement) will include (i) a mixed-use multifamily and retail complex with leasing plaza and ground-floor retail facing Midway Road, Addison, Texas, (ii) one three-story apartment building with tuck-under garages; (iii) three-story townhome rental buildings, (iv) three-story townhome buildings to be developed for sale of individual townhome units, and (v) trail extension and dog park; and

WHEREAS, AMLI has fulfilled its obligations under the MOU to (i) contribute $100,000.00 for improvements to the dog park, and (ii) contribute $150,000.00 to the Addison Arbor Foundation to fund public art in the trail extension and dog park.

WHEREAS, the Town and AMLI now desire to set forth definitive terms and conditions, including certain restrictions and covenants, made and imposed in connection with the development and construction of the Project.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency is hereby acknowledged by the parties, the parties agree as follows:

Article I
DEFINITIONS

Wherever used in this Agreement, the following words and phrases shall have the following meanings:

"AMLI Project" means all portions of the Project Site other than the Lots (as defined in Section 2.1 of this Agreement).

"Business day" means any day other than a Saturday, Sunday or other legal holiday or date that the title company and/or banks are closed.

"Certificate of Occupancy" or "CO" means that document titled "Certificate of Occupancy" (or other similar title) issued by Town upon substantial completion of certain portions of the Project in accordance with Town's then-applicable codes, regulations, and ordinances. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts.

"Definitive Agreements" means the definitive agreements setting forth the specific terms and conditions of the various components of the Project together with the covenants and obligations of the parties related thereto, including, without limitation, the following:

(i) This Master Development Agreement
(ii) Purchase Option Agreement (in the form attached hereto as Exhibit C)
(iii) Townhome Covenants (defined in Section 2.4 of this Agreement)
(iv) Park Dedication, Covenant and Restriction Agreement (in the form attached hereto as Exhibit D)

"Developer" means AMLI; provided that upon conveyance of the Lots to the Townhome Developer, the Townhome Developer shall be deemed the "Developer" with respect to such Lots.

"Effective Date" means October ____, 2025.

"Improvements" means, in general, any and all buildings, structures, utility installations, paving, landscaping, and any other public or private improvements relating to the Project.

"Person" means any individual, corporation, partnership (general or limited), joint venture, limited liability company, firm, trust, unincorporated association, joint stock company, government, municipality, political subdivision or agency, or any other entity.

"Project Site" means those certain tracts of land located in the Town of Addison, Dallas County, Texas, whereupon the Project will be constructed, as depicted on Exhibit A attached hereto.

"Townhome Developer" means an unaffiliated third-party developer who acquires title to the Lots.

"Transfer" means any sale, conveyance, assignment, exchange, pledge, encumbrance, lease or other transfer or disposition, directly or indirectly, voluntarily or involuntarily, absolutely or conditionally, by operation of law or otherwise.

Article II
PROJECT DESCRIPTION

2.1 The Project. The Project will be a mixed-use development to be developed on the Project Site in general conformance with the Site Plan approved by the Town on February 7, 2024,

a copy of which is attached hereto as Exhibit B (the "Site Plan"). The Project is anticipated to include (i) a mixed-use multifamily and retail complex with leasing plaza and ground-floor retail facing Midway Road (designated on the Site Plan and referred to herein as "Building 1"), (ii) one three-story apartment building with tuck-under garages; (iii) three-story townhome rental buildings, and (iv) three-story townhome buildings to be developed for sale of individual townhome units (designated on the Site Plan as Buildings 3, 4, 5, 6 and 7 and referred to herein as "Fee Simple Townhomes"). The portion of the Project upon which the Fee Simple Townhomes will be constructed, once subdivided into individual lots, are the "Lots." The Fee Simple Townhomes will be constructed, marketed and sold by the Townhome Developer.

2.2 Retail Spaces. As noted above and as set forth on the approved Site Plan, the AMLI Project will include retail space within Building 1. Approximately 7,000 square feet of retail space will be located on the ground floor of Building 1, along the northern and southern ends of Building 1 facing Midway Road, with approximately 3,500 square feet of retail space along the northern end of Building 1 (the "North Retail Space") and approximately 3,500 square feet along the southern end of Building 1 (the "South Retail Space"), each as generally shown the Site Plan. AMLI will construct all retail spaces to "white box" condition with all mechanical/electrical/plumbing, 14' floor-to-floor height, and a minimum 10' storefront height. The North Retail Space will be managed by AMLI as office/coworking or meeting space acceptable for a daily or monthly lease or license agreement to the general public and the residents of the Project. The South Retail Space will be designed for a coffee shop, café, or similar operation, with a minimum 50-gallon grease trap and a patio area for outdoor use; however, if the South Retail Space is not being operated for the intended use within twelve (12) months after issuance of a temporary Certificate of Occupancy, the South Retail Space may be also used for office/coworking or meeting space to be operated by AMLI in substantially the same manner as the North Retail Space. The Town has approved the specifications for the North Retail Space and the South Retail Space as set forth on the Site Plan.

2.3 Trail Extension and Dog Park. The terms and conditions of AMLI's dedication of approximately 3.0 acres of open space to the Town for a trail extension and dog park (collectively, the "Parkland") and the development and operation of the Parkland will be governed by the Park Dedication, Covenant and Restriction Agreement.

2.4 Fee Simple Townhomes.

a. AMLI will complete the infrastructure and site work per the Site Plan for the Fee Simple Townhomes simultaneously with its construction of Building 1. AMLI will convey the Lots to the Townhome Developer to construct the Fee Simple Townhomes on the Lots.

b. Upon AMLI's conveyance of the Lots to Townhome Developer, AMLI will record against the Lots restrictive covenants mutually agreeable to AMLI and the Town (the "Townhome Covenants"). The Townhome Covenants will prohibit the construction of rental units on the Lots and will require the approval of each of AMLI and the Town, not to be unreasonably withheld or delayed, of the architectural plans for the Fee Simple Townhomes. In addition, the Townhome Covenants will impose standard insurance, maintenance and other mutually beneficial restrictive

covenants for architectural control and upkeep of exterior and common areas and establish a homeowners' association on terms similar to the other new townhome communities in Addison for administration of the foregoing. THE RESTRICTION PROHIBITING THE CONSTRUCTION OF RENTAL UNITS ON THE LOTS MAY BE ENFORCED BY RESTRAINING ORDERS AND INJUNCTIONS (TEMPORARY OR PERMANENT) PROHIBITING INTERFERENCE AND COMMANDING COMPLIANCE WITH THIS SUBSECTION. THE ACT OF OBTAINING AN INJUNCTION OR A RESTRAINING ORDER WILL NOT BE DEEMED TO BE AN ELECTION OF REMEDIES OR A WAIVER OF ANY OTHER RIGHTS AVAILABLE AT LAW OR IN EQUITY. THE PROVISIONS OF THIS SUBSECTION RELATED TO THE PROHIBITION OF CONSTRUCTION OF RENTAL UNITS ON THE LOTS SHALL SURVIVE AND BE ENFORCEABLE AGAINST AMLI UNTIL THE TOWNHOME COVENANTS HAVE BEEN RECORDED WITH THE DALLAS COUNTY RECORDER OF DEEDS/OFFICIAL PUBLIC RECORDS.

c. Prior to AMLI's conveyance of the Lots to Townhome Developer, AMLI and the Town shall execute the Purchase Option Agreement, which AMLI shall record against the Lots. AMLI shall convey the Lots to Townhome Developer subject to the Purchase Option Agreement. The Purchase Option Agreement shall grant to the Town an option to purchase any Lot for which a Building Permit authorizing construction of a Fee Simple Townhome has not been issued on or before the second anniversary of the issuance of a final Certificate of Occupancy for Building 1 (the "Permit Deadline"). Each such Lot shall be referred to as an "Unpermitted Lot". In lieu of exercising such option as set forth in the Purchase Option Agreement, the Town may, in its sole discretion and by appropriate action:

(i) grant to AMLI approval to construct additional rental townhomes on certain or all of the Unpermitted Lots;

(ii) grant to AMLI one or more extensions of the Permit Deadline and allow AMLI to continue to market the Unpermitted Lots to a potential Townhome Developer; and/or

(iii) if and only if the Town has granted to AMLI one or more extensions of the Permit Deadline, but Building Permits for the construction of Fee Simple Townhomes on the Unpermitted Lots have not been issued by the Permit Deadline, as so extended, the Town may require AMLI to dedicate the then-Unpermitted Lots as additional park space. Such dedication shall be made on terms substantially similar to those set forth in the Park Dedication, Covenant and Restriction Agreement, and shall be subject to the condition that the Town will not construct any improvements within the additional park space that would unreasonably interfere with AMLI's development of the AMLI Project as contemplated by this Agreement.

The Town and AMLI shall cooperate in good faith to take all actions and execute such documents as may be reasonably necessary to evidence the Town's election with respect to the Unpermitted Lots.

2.5 Construction Hours. Developer agrees to comply with the following construction hours on all site work and exterior construction activities at the Project Site, and all building permits issued by the Town for construction of improvements at the Project Site ("Building Permits") shall be subject to same:

a. Construction hours will be limited to 7:00 a.m. to 7:00 p.m. Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday.
b. Excavation shall be prohibited daily before 8:00 a.m. and from 12:00 p.m. Friday until 8:00 a.m. Monday.
c. No construction shall be allowed on Sunday or Town-observed holidays.
d. Any exceptions will require Town review and outreach to the immediately adjacent residential property owners and HOA leadership.
e. Upon transition from site and exterior work to interior work, the Town's standard construction hours will apply.

2.6 Sustainability. AMLI will achieve, at a minimum, LEED Silver Certification with respect to the AMLI Project. If and to the extent permitted by applicable laws and the Addison Fire Department, AMLI will construct the buildings within the AMLI Project with 30 electric vehicle charging stations. AMLI will utilize alternative power from providers such as Green Mountain Energy that source some of their electricity from wind and solar energy in the common areas as and when available and feasible.

Article III
PROJECT CONSTRUCTION

3.1 Construction of Project. AMLI has commenced construction of the AMLI Project and agrees to pursue and complete construction of the AMLI Project, including the infrastructure and site work for the Fee Simple Townhomes, in full compliance with this Agreement, including the Site Plan and Building Permits issued by the Town. The Townhome Developer shall construct the Fee Simple Townhomes on the Lots in compliance with the permitted use and development standards and development plans for Planned Development Ordinance No. 022-25, as amended.

3.2 Modifications to the Project. No modification for any component of the Project referenced in this Agreement will be allowed without the Town's written approval, not to be unreasonably withheld, conditioned or delayed.

3.3 Construction Progress Reports. Upon commencement of construction of any component of the Project by the Developer, the Developer shall deliver to the Town progress reports on the status of construction of the same not less than every sixty (60) days during construction. The typical content of the progress reports is as shown on Exhibit E attached hereto.

3.4 Inspections. The Developer shall routinely and thoroughly inspect or cause all construction work on their respective Improvements to be inspected by the engineers that prepared the construction plans, or other qualified licensed engineer familiar with the construction plans, to ensure the materials and workmanship on the Improvements are performed in conformance with

the construction plans and to guard against defects and/or deficiencies in the work without assuming responsibility for the means and methods used by the contractor. The Town shall have the right (but not the obligation) to inspect, test, measure, or verify any construction work on the Project at any time; provided that the Town shall not assume any responsibility for inspection of the work or the means and methods used by the Developer's contractors in connection with the same.

3.5 The obligations of AMLI under this Article III shall expire with respect to the AMLI Project when a Certificate of Occupancy has been issued by Town upon substantial completion of the AMLI Project. The obligations of Townhome Developer under this Article III shall expire with respect to the Lots when a Certificate of Occupancy has been issued by Town upon substantial completion of the last of the Fee Simple Townhomes.

Article IV
CITY'S RIGHTS AND OBLIGATIONS

4.1 Governmental Approvals; Review. Town will promptly review all development submittals for the Project in conformance with the Town's policies and applicable law. Nothing in this Agreement shall be interpreted as an obligation on the Town's part to provide special consideration or expedited review of any submittal by any person in connection with the Project. However, Town shall implement such policies and interpret such laws in a non-discriminatory manner with respect to the Developer's submittals.

4.2 No Waiver of Town's Rights. Neither Town's review, approval or acceptance of Developer's permits, applications, or other development submittals related to the Project shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any cause of action in favor of Town arising out of the performance of this Agreement.

4.3 Temporary Construction Easement. The Town agrees, promptly upon request of Developer, to grant to the Townhome Developer a temporary construction easement over such portion(s) of the Parkland as may be reasonably necessary in connection with the construction of the Fee Simple Townhomes on the Lots, including vehicular access to the Lots and temporary storage of construction materials and equipment, provided Townhome Developer agrees to promptly repair any damage to the Park and Park Amenities (as defined in the Park Dedication, Covenant and Restriction Agreement) and restore same to the condition existing prior to the grant of such temporary construction easement, at the Townhome Developer's sole cost and expense. Any such temporary construction easement shall automatically terminate no later than issuance of a Certificate of Occupancy by the Town for the last of the Fee Simple Townhomes.

Article V
DEFAULT; TERMINATION

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

a. By mutual written agreement of the parties;

b. Upon written notice by either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within sixty (60) days after written notice thereof from the other party specifying the nature of the default (a "Default Notice"); provided, however, that if any such default on the part of Developer cannot reasonably be cured within such sixty-day period, then provided Developer (i) notifies the Town in writing of the curative measures which it proposes to undertake within thirty (30) days after its receipt of the Default Notice, (ii) promptly initiates such measures to cure such default, and (iii) thereafter continuously and diligently prosecutes the curing of such default, the initial cure period shall be extended for such period as may be necessary to cure such default, provided, that in no event shall such extension exceed ninety (90) days following the expiration of the initial cure period without the written consent of Town, which shall not be unreasonably withheld;

c. Upon written notice by the Town, if any Impositions owed to the Town or the State of Texas by the Company shall have become delinquent and such delinquency is not cured within ten (10) business days after written notice thereof (provided, however, the Developer retains the right to timely and properly protest and contest any such taxes or Impositions) For purposes of this subsection, the term "Impositions" shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges, whether general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Developer with respect to the Project;

d. Upon written notice by the Town, if the Developer commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively, a "proceeding for relief"); or becomes the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or

e. upon written notice by either party if any subsequent Federal or State legislation or any unappealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 Effect of Termination. The termination of this Agreement will not release any party from any obligation which expressly survives the termination of this Agreement.

Article VI
MISCELLANEOUS

6.1 Term. The term of this Agreement shall begin on the Effective Date and, unless otherwise terminated in accordance with the provisions of this Agreement, shall end on the date on which the obligations of all parties under this Agreement shall have been fully completed (the "Expiration Date").

6.2 Entire Agreement; Conflicts with Related Agreements. This Agreement (including all Exhibits hereto and executed Definitive Agreements referenced herein) is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement. Upon execution of this Agreement by AMLI and the Town, the MOU shall terminate and be of no further effect.

6.3 Assignment. Upon AMLI's conveyance of the Lots to the Townhome Developer, the Townhome Developer shall be bound by the covenants and obligations of the Developer with respect to such Lots first arising or accruing from and after the date of such transfer, and AMLI shall be released from the obligations of Developer with respect to such lots from and after the date of such transfer. Except as provided in the preceding sentence, the Developer may not Transfer in whole or in part any rights, duties, obligations or interest arising from this Agreement without the Town's prior written consent. In the event of any Transfer by the Developer to which the Town has consented, the assignee or assignee's legal representative must agree in writing with the Town to personally assume, perform, and be bound by all the provisions of this Agreement. All of the terms and provisions of this Agreement are binding on the Developer's successors and assigns and may be enforced by the Town against such successors and assigns.

6.4 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties.

6.5 Limitation of Liability. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that the Developer, in satisfying the conditions of this Agreement, have acted independently of Town, and Town assumes no responsibilities or liabilities to third parties in connection with these actions.

6.6 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. A party may designate another notice address within the continental United States for purposes of this Agreement by giving the other parties not less than ten (10) days advance written notice of such change of address in accordance with the provisions of this section.

6.7 Governing Law. The laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement. In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in state district courts located in Dallas County, Texas.

6.8 No Third-Party Beneficiaries. This Agreement is for the benefit of the parties and in no way creates a right or cause of action for the benefit of any third party.

6.9 Amendment. This Agreement (including all Exhibits hereto) may only be amended by written agreement executed by all parties hereto.

6.10 Legal Construction. 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 other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.11 Rules of Usage. Any reference herein to "days" shall mean calendar days, and reference to "months" shall mean calendar months. Any reference herein to "quarters" shall mean the three (3) consecutive calendar month periods ending on each March 31st, June 30th, September 30th and December 31st. "Include", "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. References to any gender include, unless the context otherwise requires, references to all genders. The words "shall" and "will" are mandatory, and the word "may" is permissive. Words used herein in the singular, where the context so permits, also include the plural and vice versa.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in single or multiple counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Further Assurances. The parties hereby agree that it will take all actions and execute all documents reasonably necessary to fully carry out the purposes and intent of this Agreement.

6.15 Exhibits. The exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.16 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement or which were performable prior to the termination or expiration of this Agreement but were not performed as of the termination or expiration of this Agreement shall survive termination or expiration of this Agreement.

6.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, the parties shall seek to negotiate a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.18 Public Document. The parties acknowledge that once signed by all parties, this Agreement will become available to the public as a public record under the Texas Public Information Act and agree that this Agreement may be released without further notification by any party.

6.19 Approvals; Consents. Except where expressly stated to the contrary, whenever this Agreement requires a party to grant its approval or consent, such approval or consent shall not be unreasonably withheld, conditioned or delayed.

6.20 Recording of the Agreement. The parties agree to sign and record in the Official Public Records of Dallas County, Texas, a memorandum of this Agreement to provide notice of the existence of this Agreement to subsequent bona fide purchasers of the Project (or a portion thereof) and its binding effect on successors in interest to title to the same.

6.21 No Joint Venture. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, joint enterprise, or employment between the parties (or between Town and any contractor or other third-party related to the Project).

6.22 Time for Performance. All deadlines in this Agreement expire at 5:00 p.m. Addison, Texas time on the date on which the deadline occurs. If a deadline falls on a Saturday, Sunday, or federal or local holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or federal or local holiday.

6.23 Authorization. The undersigned persons represent that they have full capacity and authority to grant all rights and assume all obligations that are granted or assumed under this Agreement.

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

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

For Town:

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

For Developer:

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

NOTICE ADDRESS:

5057 Keller Springs Road
Suite 410
Addison, TX 75001

Attn: Taylor Bowen and
Robert Lapp

EXHIBIT A
Project Site

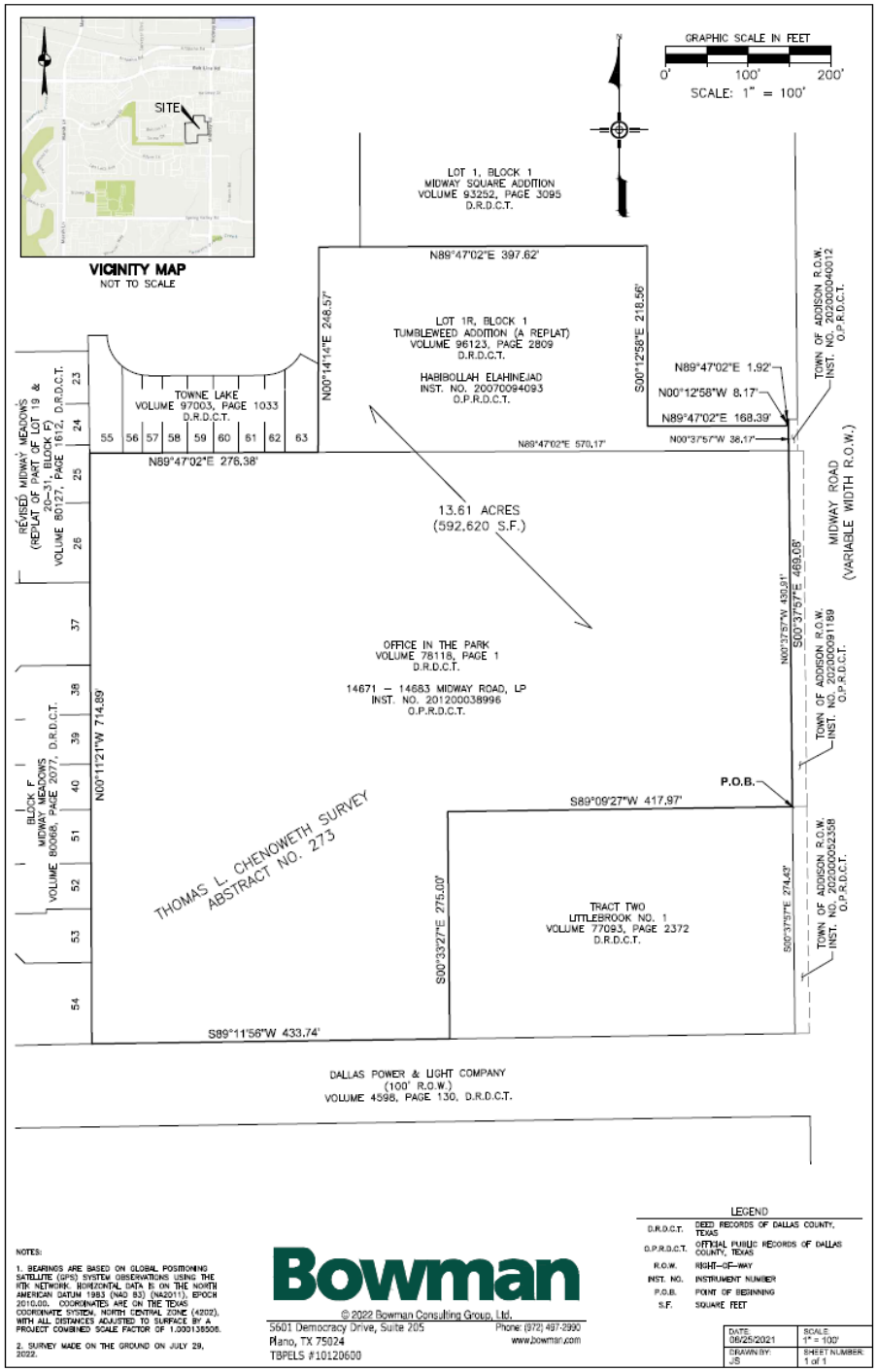


EXHIBIT B
Site Plan

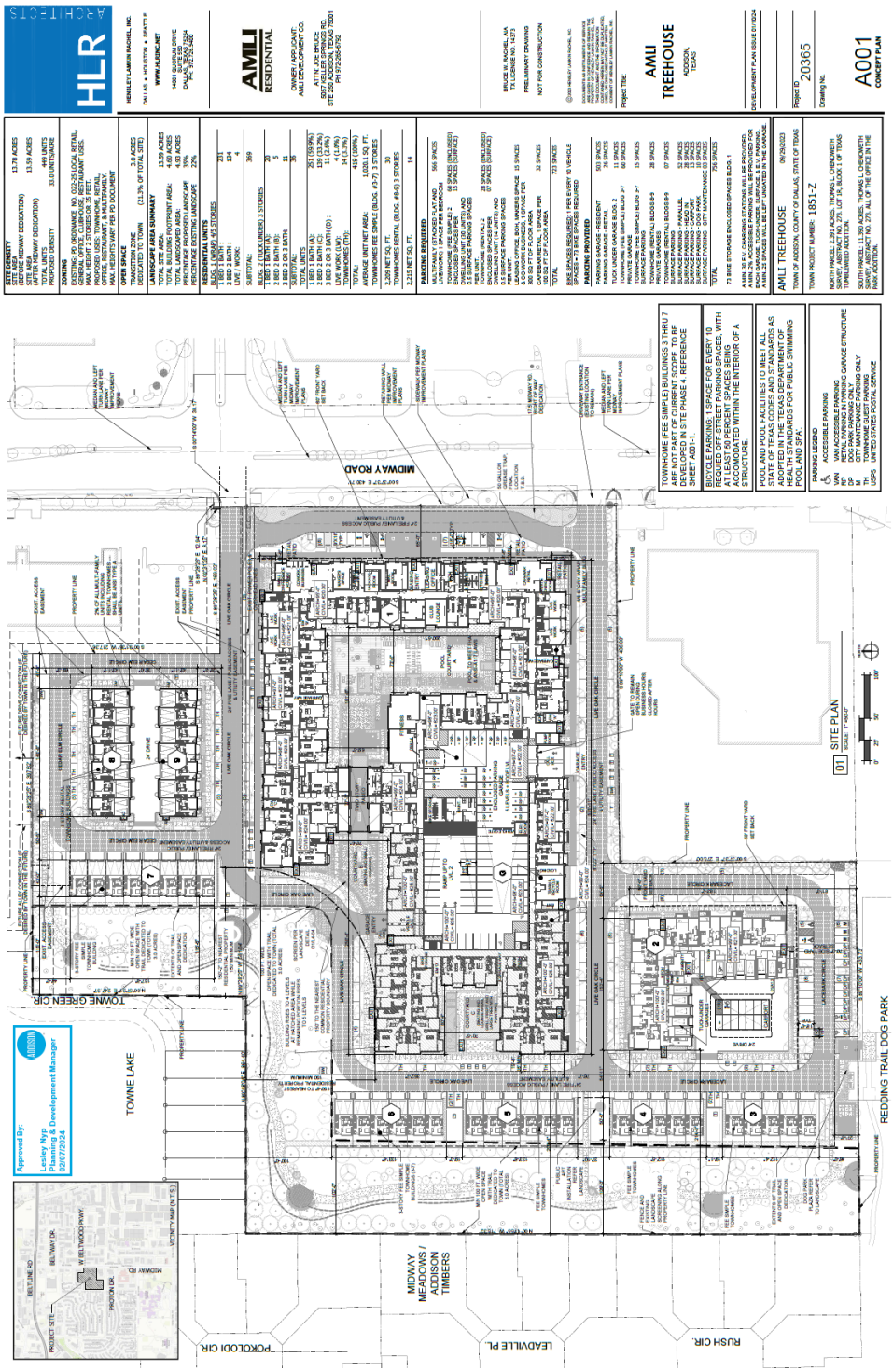


EXHIBIT C
Site Plan
Form of Purchase Option Agreement

[*Attached*.]

EXHIBIT D

Form of Park Dedication, Covenant and Restriction Agreement

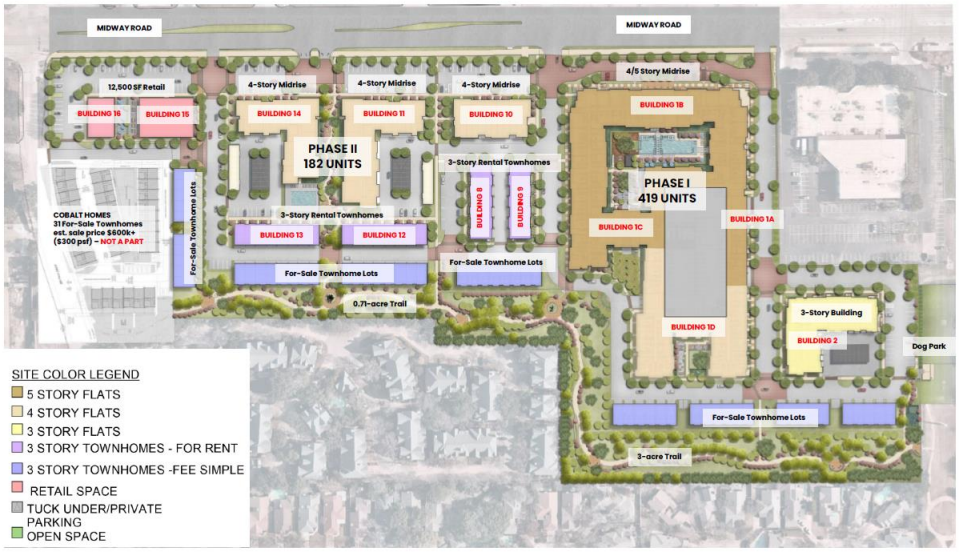
[*Attached*.]

EXHIBIT E

Typical Construction Progress Report



TREEHOUSE PHASE 1 & 2 COMBINED PLAN



AMLI TREEHOUSE KEY MAP

AMLI RESIDENTIAL

PHASE 1 PROJECT TIMELINE

- **Mass excavation** – COMPLETE
- **Moisture conditioning** – COMPLETE
- **Wet utilities** – COMPLETE
- **Garage foundations** – COMPLETE
- **Dry utilities** – COMPLETE
- **Road Paving** – COMPLETE
- **Precast Garage for Building 1** – COMPLETE

- **Building Foundations** – IN PROGRESS
  - Building 8 - COMPLETE
  - Building 9 - COMPLETE
  - Building 2 - COMPLETE
  - Building
    - 1B – COMPLETE
    - 1A – IN PROGRESS
    - 1C – IN PROGRESS
    - 1D – IN PROGRESS

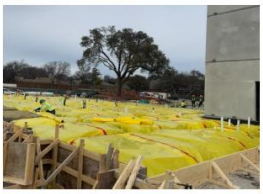
- **Building Framing** – IN PROGRESS
  - Building 8
  - Building 9
  - Building 2 (3-story apartment) – IN PROGRESS; STRUCTURAL STEEL
  - Building 1 (4/5-story apartment)
    - 1B – IN PROGRESS; STRUCTURAL STEEL

- **Building Interiors – 3Q '25;** once framing is complete

- **Building Exteriors – 3Q '25**

- **Perimeter Landscape – 2026**
  - Midway Road Frontage - COMPLETE





DECEMBER 2024

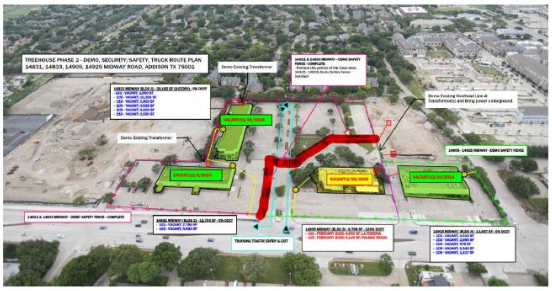
AMLI RESIDENTIAL

PHASE 2 PROJECT TIMELINE

DESIGN PHASE
- **Demolition Plans** – COMPLETE; PERMIT ISSUED
- **Site Development Plans** – IN PROGRESS
  - Required to demolish the paving, building foundations, existing utilities.
  - Allows for mass excavation, grading, new utilities and paving upgrades.
- **Design Plans** – IN PROGRESS
  - For-Sale – Design Phase
  - Rental – Design Phase
  - Retail – Concept Phase
    - Engaged Shop Companies to market the 12,500 SF of retail
  - Park – Design Phase

DEMO & SITE WORK PHASE

Purchase property– COMPLETE
- **Abate Buildings** – IN PROGRESS
- **Tree Save Protection** – IN PROGRESS
- **Demolish Buildings to foundations**
  - **14831 MIDWAY** – NEXT UP, FEBRUARY
  - **14833 MIDWAY** – NEXT UP, FEBRUARY
  - **14905 MIDWAY** – NEXT UP, MARCH
  - **14925 MIDWAY** – NEXT UP, APRIL
- **Site Work – Est. 2Q '25**
  - Demolish Existing Utilities
  - Mass Excavation/Grading
  - Moisture Conditioning
  - New Wet Utilities
  - New Dry Utilities
  - New Paving
  - Foundations




DECEMBER 2024

AMLI RESIDENTIAL

PHASE 1 PARK TIMELINE

- Demolition of existing improvements - **COMPLETE**
- Transplant four live oak trees - **COMPLETE**
- Mass excavation within the park - **COMPLETE**
- Installation of wet utilities - **COMPLETE**
- Park development plans approved by Town - **COMPLETE**

- **2Q '24 – 2Q '25 Park construction (~12 mos)**
  - **Jun '24** – Drainage - **COMPLETE**
  - **Jun '24 –** Installation of dry utilities - **COMPLETE**
  - **Jul '24** – Clean up fence underbrush - **COMPLETE**
    - Stumps will be ground below grade. - **COMPLETE**
  - **Sep '24** – Pour trail, add bronze inlays –**COMPLETE**
  - **Sep – Dec '24** – Park retaining walls - **COMPLETE**
  - **Dec '24 – Jan '25 –** Park irrigation - **IN PROGRESS**
  - **Jan '25 – Feb '25** – Light bollard footings - **IN PROGRESS**
  - **Jan '25 – Mar '25** – Park Landscape **NEXT UP**
    - Planting hundreds of new trees, ornamentals, Japanese maples.
  - **Apr '25 – Jun '25 –** Plant shrubs, ground cover, etc.
  - **3Q '25** – Furnishings, Fixtures & Lighting
    - Installation of benches, waste bins, lighting bollards/lamps, art, and other decorative elements.

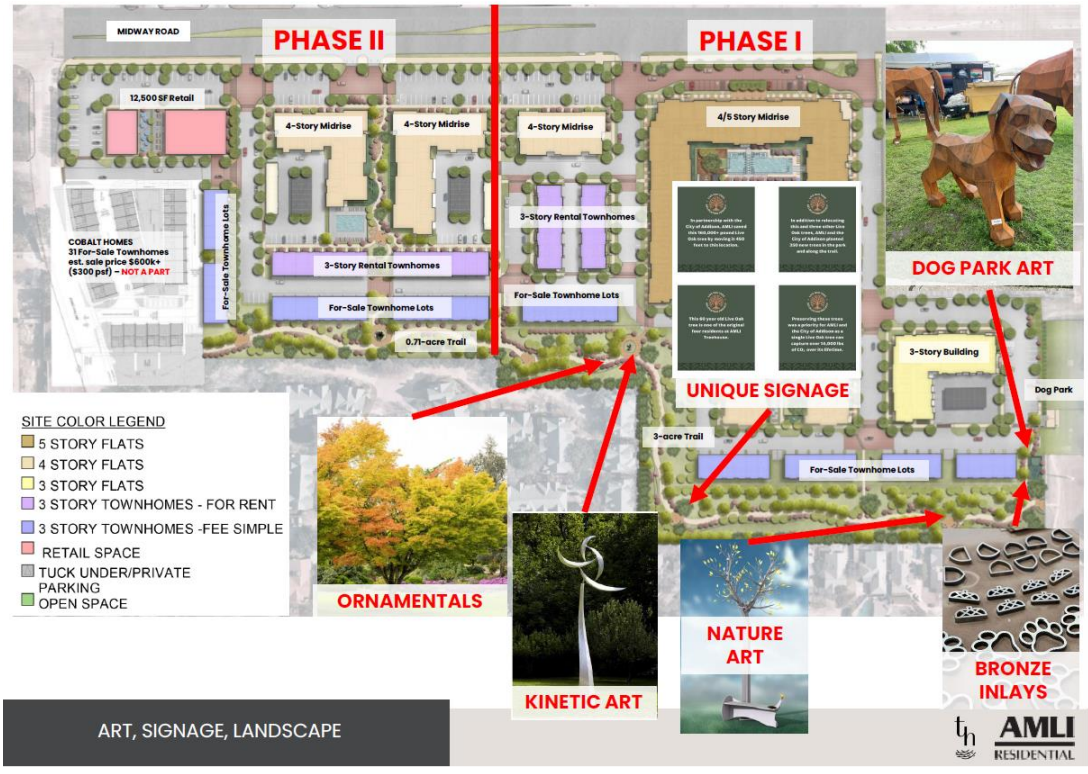




PHASE 1 PARK TIMELINE

AMLI RESIDENTIAL

REDDING TRAIL LINEAR EXTENSION



ART, SIGNAGE, LANDSCAPE

AMLI RESIDENTIAL

WHEN RECORDED RETURN TO:

Town of Addison, Texas
Attn: City Secretary
PO Box 9010
Addison, Texas 75001

PURCHASE OPTION AGREEMENT

This Purchase Option Agreement (this "Agreement") is entered into effective as of the 14th day of October, 2025 (the "Effective Date"), between PPF AMLI 14681 MIDWAY ROAD, LLC ("AMLI"), and TOWN OF ADDISON, TEXAS ("Town"). AMLI and the Town are sometimes individually referred to as a "Party" and collectively as the "Parties".

W I T N E S S E T H

WHEREAS, AMLI is the current owner of that certain tract of land described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, AMLI and the Town are parties to that certain Master Development Agreement dated October 14, 2025 (the "MDA") relating to the development of the AMLI Treehouse Phase I Project on the Property (the "Project"), pursuant to which it is anticipated that approximately thirty (30) townhome lots will be developed on a portion of the Property for sale as individual three-story townhome units, consisting of the buildings identified as Buildings 3, 4, 5, 6 and 7 on the Site Plan (the "Fee Simple Townhomes") in accordance with the terms and conditions set forth in the MDA; and

WHEREAS, AMLI must grant to the Town an option to purchase the Lots on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Building 1" means a mixed-use multifamily and retail complex to be constructed by AMLI as part of a larger project, as contemplated by the MDA and identified as Building 1 on the Site Plan.

"Certificate of Occupancy" means that document titled "Certificate of Occupancy" (or other similar title) issued by Town upon substantial completion of certain portions of the Project in accordance with Town's then-applicable codes, regulations, and ordinances. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts.

"Closing Date" means the date that is not less than ten (10) nor more than thirty (30) days following delivery of the Election Notice, or such earlier date that is mutually selected by Owner and Town.

"Lots" means the individual platted lots into which the portion of the Property to be developed as Fee Simple Townhomes will be subdivided in accordance with the Plat.

"Owner" means the fee simple owner of a Lot, whether AMLI, a Townhome Developer or their respective successor-in-interest as owner of such Lot.

"Permit Deadline" means the second anniversary of the issuance of a final Certificate of Occupancy for Building 1.

"Plat" means the final, recorded plat of AMLI Treehouse Addition to the Town of Addison, based on the Preliminary Plat filed under Town Case No. 2023-06 and approved by the Town on August 15, 2023.

"Site Plan" means the site plan attached hereto as Exhibit B.

"Townhome Developer" means an unaffiliated third-party developer who may acquire title to Lots for construction of Fee Simple Townhomes thereon.

"Townhome Covenants" means those restrictive covenants promulgated and recorded by Owner or Townhome Developer against the Lots at any time prior to the Closing Date which provide for the establishment of a homeowners' association for the Lots and imposed standard insurance, maintenance and other mutually beneficial covenants for architectural control and upkeep of exterior and common areas associated with the Fee Simple Townhomes.

"Unpermitted Lot" is a Lot for which a building permit authorizing construction of a Fee Simple Townhome has not been issued by the applicable governmental authority on or before the Permit Deadline.

2. Option. Owner hereby grants to the Town an option to purchase all Unpermitted Lot(s) (the "Option") from Owner on the following terms and conditions:

a. The Town may exercise the Option only by delivering to Owner written notice of its election ("Election Notice") within thirty (30) days following the Permit Deadline. If the Town fails to timely deliver an Election Notice, the Town shall be deemed to have forever waived the Option and this Agreement shall automatically terminate and be of no further force or effect.

b. If the Town timely delivers an Election Notice, then upon payment by the Town to Owner of the Purchase Price, Owner shall convey to the Town all Unpermitted Lots on the following terms and conditions:

(i) The "Purchase Price" shall be $50,000.00 per Unpermitted Lot.

(ii) The Town shall have the right to select another developer to construct the Fee Simple Townhomes following the Closing Date, subject to adopted Townhome Covenants (as applicable).

(iii) On the Closing Date, the Town shall pay to Owner the Purchase Price in lump sum by wire transfer or other immediately available funds, and Owner shall deliver to the Town a special warranty deed which conveys the Unpermitted Lots subject to all then-existing (as of the Closing Date) easements and rights-of-way appearing of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals reserved by prior grantors. The conveyance of the Unpermitted Lots will be on an AS IS, WHERE IS, WITH ALL FAULTS basis, without any representation or warranty of any kind by Owner, other than the special warranty of title. It is understood and agreed that this Agreement does not provide for any contingency or condition for title review or feasibility after the Election Notice is delivered, nor shall Owner be obligated to cure or remove any title encumbrances, except for monetary liens arising by, through or under Owner, which shall be removed or properly bonded over prior to the conveyance.

(iv) No real estate commission shall be due or payable by either Party as a result of the purchase of the Unpermitted Lots pursuant to this Agreement.

(v) The Town shall pay all recording fees and shall be solely responsible for the cost of any title insurance commitment, policy and/or endorsements, tax certificates, or other closing costs which may be incurred at the Town's option. Each Party shall pay its own attorneys' fees.

c. If the Town timely delivers an Election Notice but fails to consummate the closing of the Unpermitted Lots by paying to Owner the Purchase Price in full on or before the Closing Date for any reason other than a failure to perform on the part of Owner, then the Option shall be deemed null and void and of no further force or effect as of 5:00 p.m. on the Closing Date.

d. The Option shall automatically terminate without further action by either Party with respect to each Lot on the date a building permit is issued for the construction of a Fee Simple Townhome on such Lot. This Agreement shall automatically terminate without further action by either Party on the earlier of (i) the date a building permit is issued for the last of the Lots, if such date occurs prior to Permit Deadline, (ii) the date that is thirty (30) days following the Permit Deadline, if the Town fails to deliver an Election Notice on or before such date, or (iii) the date of termination of this Agreement pursuant to subsection (c) above.

e. The Town must exercise the Option, if at all, with respect to all Unpermitted Lots. The Option is personal to the Town and any purported assignment of the Option or any of Town's rights under this Agreement shall be void.

3. Further Agreements. The Parties acknowledge and agree that (i) the Town, acting in its governmental or regulatory capacity, controls the issuance of the building permits for the Fee Simple Townhomes, and (ii) it is the Parties' mutual intent as of the Effective Date of this Agreement that Fee Simple Townhomes will be constructed on the Lots by a Townhome Developer as contemplated in the MDA, provided the Townhome Developer applies for and uses commercially reasonable efforts to obtain such building permits. The Town shall not withhold or delay the issuance of such building permits beyond the Permit Deadline solely for the purpose of triggering the Option under this Agreement but shall independently review and consider the applications for such building permits without regard to this Agreement and in accordance with applicable laws, codes and ordinances.

4. Miscellaneous.

a. Notice. In the event any Party hereunder desires or is required to give any notice to any other Party such notice shall be deemed delivered upon delivery, if personally delivered, or on the date delivered (or upon delivery attempt during normal business hours) by a recognized overnight carrier such as Federal Express or UPS. The notifying Party shall also transmit any such notice via email to the email address set forth below on the same day such notice is sent by another method; provided that failure to deliver any such notice by email shall not affect the date of deemed delivery per the preceding sentence, nor shall email notice alone constitute notice hereunder.

b. No Oral Modification. This Agreement may not be modified, amended, or altered except by an agreement in writing signed by all of the Parties hereto.

c. Governing Law. This Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue of any case or controversy arising under or pursuant to this Agreement shall lie in Dallas County, Texas.

d. Severability. If any covenant or provision of this Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected

thereby, and that this Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision, or agreement of this instrument that is held illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

e. Binding Effect and Assignment. The terms of this Agreement shall run with the Property and be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives. Nothing in this Agreement is intended to prohibit or preclude Owner from conveying the Lots to a Townhome Developer or any third party at any time prior to the Permit Deadline or delivery of the Election Notice, provided such conveyance is made subject to this Agreement.

f. Recording. The Town may record this Agreement in the Official Public Records of Dallas County, Texas; provided, however, that the Town agrees, upon Owner's request following termination of this Agreement, to execute a recordable termination of this Agreement to be recorded by Owner.

g. Time of the Essence. Time is of the essence of this Agreement.

h. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

i. Calculation of Dates. If a final day for any period herein or for the performance hereunder falls on a Saturday, Sunday or other legal holiday or date that the title company and/or banks are closed, then the final day of said period shall be extended to the next business day.

[Signatures on Following Pages]

EXECUTED effective as of the Effective Date.

AMLI:

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

Address for Notice:
c/o AMLI Residential Partners, LLC
5057 Keller Springs Road, Suite 410
Addison, Texas 75001
Attn: Taylor Bowen and Robert Lapp
Email: TBowen@amli.com and RLapp@amli.com

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 202__, by _____, the _____ of AMLI Residential Partners LLC, a Delaware limited liability company, the general partner of AMLI Residential Properties, L.P., a Delaware limited partnership, the manager of PPF AMLI Co-investment LLC, a Delaware limited liability company, the manager of PPF AMLI Devco, LLC, a Delaware limited liability company, the sole member of PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company, on behalf of said limited liability company.
[SEAL]

_____
Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

EXECUTED effective as of the Effective Date.

TOWN:

TOWN OF ADDISON, TEXAS

By: _____
_ David Gaines, City Manager

Address for Notice:
Town of Addison
Attn: Lesley Nyp, Director of Development Services
5300 Belt Line Road
Dallas, Texas 75254
Email: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025 by David Gaines, Town Manager for the Town of Addison, Texas on behalf thereof.

[SEAL]

_____
Notary Public in and for the State of Texas
Printed Name: _____
My Commission Expires: _____

APPROVED AS TO FORM:

_____
Whitt Wyatt, Town Attorney

ATTEST:

_____
Valencia Garcia, Town Secretary

EXHIBIT A

PROPERTY DESCRIPTION

BEING A 13.604 ACRE TRACT OF LAND SITUATED WITHIN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273, CITY OF ADDISON, DALLAS COUNTY, TEXAS, AND BEING PART OF THE OFFICE IN THE PARK ADDITION, RECORDED IN VOLUME 78118, PAGE 1 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND PART OF LOT 1R, BLOCK 1 OF SWITZER AND JONES ADDITION, RECORDED IN VOLUME 96123, PAGE 2809, AND ALSO BEING PART OF A TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO 14671 - 14683 MIDWAY ROAD, LP RECORDED UNDER INSTRUMENT NO. 201200038996 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND PART OF A TRACT OF LAND AS DESCRIBED IN A GENERAL WARRANTY DEED TO HABIBOLLAH ELAHINEJAD, RECORDED UNDER INSTRUMENT NO. 20070094093 OF THE SAID OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "TNP" (CAP DAMAGED) (CONTROLLING MONUMENT) AT THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED UNDER INSTRUMENT NO. 202000052358 OF THE SAID OFFICIAL PUBLIC RECORDS, AND THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED UNDER INSTRUMENT NO. 202000091189 OF THE SAID OFFICIAL PUBLIC RECORDS, SAME POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE MOST EASTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION, AND THE NORTH LINE OF TRACT TWO OF LITTLEBROOK NO. 1 ADDITION, RECORDED IN VOLUME 77093, PAGE 2372 OF THE SAID DEED RECORDS, FROM WHICH A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "TNP" (CONTROLLING MONUMENT), BEARS SOUTH 00 DEGREES 37 MINUTES 57 SECONDS EAST, 274.43 FEET FOR THE SOUTHWEST CORNER OF THE SAID TOWN OF ADDISON TRACT;

THENCE SOUTH 89 DEGREES 09 MINUTES 27 SECONDS WEST, 417.97 FEET WITH THE MOST EASTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION, AND THE NORTH LINE OF SAID TRACT TWO TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID TRACT TWO, AND BEING A RE-ENTRANT CORNER OF SAID OFFICE IN THE PARK ADDITION;

THENCE SOUTH 00 DEGREES 33 MINUTES 27 SECONDS EAST, WITH THE WEST LINE OF SAID TRACT TWO AND THE SOUTH MOST EAST LINE OF SAID OFFICE IN THE PARK ADDITION, PASSING AT 269.63 FEET A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "RLG INC", FOR A TOTAL DISTANCE OF 275.00 FEET TO A FOUND 1/2-INCH IRON ROD (CONTROLLING MONUMENT) FOR THE SOUTHWEST CORNER OF SAID TRACT TWO AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID OFFICE IN THE PARK ADDITION, SAME POINT BEING ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN A DEED TO THE DALLAS POWER AND LIGHT COMPANY (100-FOOT RIGHT-OF-WAY), RECORDED IN VOLUME 4598, PAGE 130 OF THE SAID DEED RECORDS;

THENCE SOUTH 89 DEGREES 11 MINUTES 56 SECONDS WEST, 433.74 FEET WITH THE MOST WESTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION AND THE NORTH LINE OF SAID DALLAS POWER AND LIGHT COMPANY TRACT TO A FOUND 1/2-INCH IRON ROD (CONTROLLING MONUMENT) FOR THE SOUTHWEST CORNER OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTHEAST CORNER OF LOT 54, BLOCK F OF MIDWAY MEADOWS ADDITION, RECORDED IN VOLUME 80068, PAGE 2077 OF THE SAID DEED RECORDS;

THENCE DEPARTING THE NORTH LINE OF THE SAID DALLAS POWER AND LIGHT COMPANY TRACT, NORTH 00 DEGREES 11 MINUTES 21 SECONDS WEST, WITH THE COMMON WEST LINE OF SAID OFFICE IN THE PARK ADDITION, THE EAST LINE OF SAID MIDWAY MEADOWS ADDITION AND THE EAST LINE OF REVISED MIDWAY MEADOWS ADDITION, RECORDED IN VOLUME 80127, PAGE 1612 OF THE SAID DEED RECORDS, PASSING AT 5.21 FEET A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "RLG INC," FOR A TOTAL DISTANCE OF 714.89 FEET TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID OFFICE IN THE PARK ADDITION AND AT AN ANGLE POINT ON THE EAST LINE OF SAID REVISED MIDWAY MEADOWS ADDITION, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 55 OF TOWNE LAKE ADDITION, RECORDED IN VOLUME 97003, PAGE 1033 OF THE SAID DEED RECORDS;

THENCE DEPARTING THE EAST LINE OF SAID REVISED MIDWAY MEADOWS ADDITION, NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST (PLAT = SOUTH 89 DEGREES 55 MINUTES 31 SECONDS EAST), ALONG THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTH LINE OF SAID TOWNE LAKE ADDITION, PASSING AT A DISTANCE OF 39.67 FEET THE COMMON SOUTH CORNER OF SAID LOTS 55 AND 56 OF SAID TOWNE LAKE ADDITION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP (CAP ILLEGIBLE) BEARS NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 0.54 FEET, THENCEFORTH CONTINUING ALONG THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTH LINE OF SAID TOWNE LAKE ADDITION, PASSING AT A DISTANCE OF 118.67 FEET A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "PACHECO KOCH" FOR THE COMMON SOUTH CORNER OF LOTS 58 AND 59 OF SAID TOWNE LAKE ADDITION, IN ALL, A TOTAL DISTANCE OF 276.38 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID TOWNE LAKE ADDITION AND THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 1R, BLOCK 1 OF SWITZER AND JONES ADDITION, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "D C & A RPLS 3935" BEARS SOUTH 89 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 0.44 FEET;

THENCE DEPARTING THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION, NORTH 00 DEGREES 14 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1R, BLOCK 1 AND THE EAST LINE OF SAID TOWNE LAKE ADDITION, A DISTANCE OF 248.57 FEET TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID LOT 1R, BLOCK 1 AND AT A RE-ENTRANT CORNER ON THE EAST LINE OF SAID TOWNE LAKE ADDITION;

THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE EAST LINE OF SAID TOWN LAKE ADDITION, PASSING AT A DISTANCE OF 50.14 FEET A FOUND MAG NAIL IN CONCRETE FOR AN ANGLE POINT ON THE EAST LINE OF SAID TOWNE LAKE ADDITION, CONTINUING ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF MIDWAY SQUARE ADDITION, RECORDED IN VOLUME 93252, PAGE 3095 OF THE SAID DEED RECORDS, A DISTANCE OF 397.62 FEET TO AN ELL CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AT A RE-ENTRANT CORNER ON THE SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND MAG NAIL BEARS SOUTH 25 DEGREES 45 MINUTES 10 SECONDS EAST, 0.59 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, 218.56 FEET TO A RE-ENTRANT CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AT AN ELL CORNER ON SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND "X" CUT IN CONCRETE BEARS NORTH 32 DEGREES 29 MINUTES 26 SECONDS EAST, 1.05 FEET;

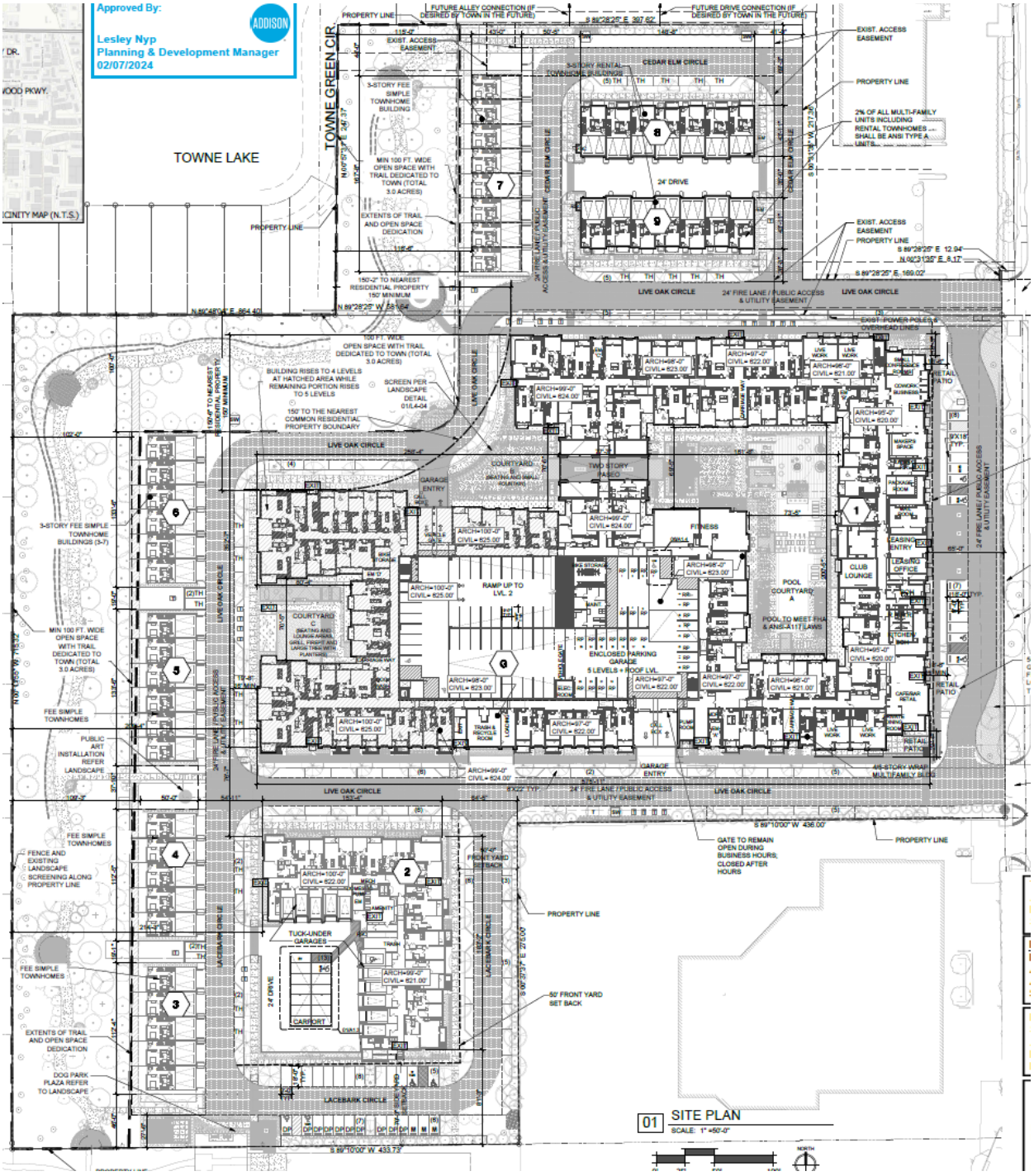
THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, A DISTANCE OF 168.39 FEET TO A RE-ENTRANT CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AN ELL CORNER ON SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH RED CAP STAMPED "KERN INC 4887" BEARS SOUTH 29 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 0.98 FEET AND A FOUND 1/2-INCH IRON ROD BEARS NORTH 09 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 0.62 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, PASSING AT A DISTANCE OF 1.06 FEET A FOUND 1/2-INCH IRON ROD WITH RED CAP (CAP ILLEGIBLE & DAMAGED), IN ALL, A TOTAL DISTANCE OF 1.92 FEET TO A FOUND 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "TNP INC ESMT" FOR THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED IN INSTRUMENT NO. 202000040012 OF SAID OFFICIAL PUBLIC RECORDS AND BEING ON THE WEST RIGHT-OF-WAY LINE OF THE SAID MIDWAY ROAD, FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 62 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 0.10 FEET AND A FOUND 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "TNP INC ESMT" BEARS NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 11.19 FEET FOR THE NORTHEAST CORNER OF SAID TOWN OF ADDISON TRACT;

THENCE DEPARTING THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, SOUTH 00 DEGREES 37 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID TOWN OF ADDISON TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD, PASSING AT A DISTANCE OF 38.17 FEET A FOUND "X" ON A GAS METER BEING SITUATED ON THE SOUTH LINE OF SAID LOT 1R, BLOCK 1 AND THE NORTH LINE OF AFOREMENTIONED OFFICE IN THE PARK ADDITION, WITH SAID POINT ALSO BEING AT THE SOUTHWEST CORNER OF SAID TOWN OF ADDISON TRACT AND THE NORTHWEST CORNER OF SAID TOWN OF ADDISON TRACT (INSTRUMENT NO. 202000091189), THENCEFORTH CONTINUING ALONG THE WEST LINE OF SAID TOWN OF ADDISON TRACT (INSTRUMENT NO. 202000091189) AND THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD, FOR A TOTAL DISTANCE OF 469.08 FEET TO THE POINT OF BEGINNING, CONTAINING 13.604 ACRES OR 592,615 SQUARE FEET.

EXHIBIT B

SITE PLAN



WHEN RECORDED RETURN TO:

Town of Addison, Texas
Attn: City Secretary
PO Box 9010
Addison, Texas 75001

(Space Above for Recorder's Use Only)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

STATE OF TEXAS §
§
§
COUNTY OF DALLAS §

PARK DEDICATION, COVENANT AND RESTRICTION AGREEMENT

This Park Dedication, Covenant and Restriction Agreement (the "Agreement") is made effective as of October ____, 2025 (the "Effective Date") between the **Town of Addison, Texas** ("Town"), and **PPF AMLI 14681 MIDWAY ROAD, LLC** ("Developer") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS, the Developer is the owner and developer of certain land legally described on Exhibit A, attached hereto and made a part of hereof (the "Property");

WHEREAS, Developer has submitted to Town for approval a final plat of AMLI Treehouse Addition to the Town of Addison, pursuant to the Preliminary Plat filed under Town Case No. 2023-06 and approved by the Town on August 15, 2023;

WHEREAS, as provided by the Master Development Agreement for the Addison AMLI Treehouse Phase I Project executed on or about even date herewith between the Developer and the Town (the "Master Development Agreement"), the Developer desires to dedicate to the Town, and the Town intends to accept, that portion of the Property consisting of approximately 3.0 acres of land, to be known as Lot 4, Block 1 of the AMLI Treehouse Addition, as identified on the Exhibit B attached hereto (the "Parkland", and together with any and all drainage and irrigation systems, sidewalks and other paved surfaces, retaining walls, art, benches, lighting, equipment, trash receptacles, landscaping, shade structures and other related improvements constructed by Developer on the Parkland (the "Park Amenities") and the Parkland, together with the Park Amenities, being the "Park and Park Amenities"), subject to the terms of this Agreement; and

WHEREAS, the Town and Developer desire to formalize the details of the dedication described herein and otherwise settle any other matters related to the same without any other action.

NOW, THEREFORE, in consideration of the mutual premises set forth above, it is agreed between the Parties as follows:

SECTION I
DEDICATION

1.1 **Parkland Dedication**: Subject to the conditions and terms set forth in this Agreement, on or before the issuance by the Town of a final certificate of occupancy for the mixed-use multifamily and retail complex to be constructed by Developer on Lot 2, Block 1 of the AMLI Treehouse Addition, as identified on the Exhibit B attached hereto, Developer shall dedicate, grant, and convey to the Town the Park and Park Amenities owned by the Developer. Such Park and Park Amenities shall be dedicated, granted, and conveyed by the Developer to the Town by special warranty deed in the form attached as Exhibit C hereto (the "Dedication Deed"). Nothing herein shall be construed to provide Developer any reversionary rights or interest in the Park or Park Amenities unless otherwise allowed by Texas Local Government Code Chapter 253, as amended.

1.2 **Encumbrances**: Under this Agreement, "encumbrances" shall mean collectively, (i) those Exceptions to Conveyance and Warranty as defined in the Dedication Deed and (ii) the Encroachment, as defined in this Agreement.

1.3 **Assignment of Improvements; Warranties**: Developer agrees that as a condition precedent to the Town's acceptance of the Park and Park Amenities, the Developer shall assign to Town (i) all rights and title of Developer to any and all Park Amenities located on the Parkland as of the date of the Dedication Deed, and (ii) to the extent assignable, any existing warranties on the Park Amenities on or before conveyance to the Town. Developer's assignment of the Park Amenities shall be ON AN "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" BASIS, subject to such warranties, pursuant to a bill of sale and general assignment in the form attached as Exhibit D hereto (the "Bill of Sale"). Developer shall provide the Town with any documentation related to such warranties and shall reasonably cooperate with the Town in its efforts to enforce same.

1.4 **Certificate of Completion**. Within thirty (30) days after Developer notifies the Town that the Park Amenities have been substantially completed and are ready for inspection, the Town and Developer shall conduct a walk-through inspection of the Park Amenities to confirm substantial completion thereof in compliance with the final plans and identify any punchlist items remaining to be completed. Developer shall have a period of thirty (30) days after the date of the walk-through inspection to complete any such punchlist items and shall notify the Town upon completion thereof. Within five (5) business days after Developer's completion of the Park Amenities, including the punchlist items identified pursuant hereto, if any, Town shall issue a Certificate of Acceptance for the Park Amenities. Developer shall provide the Town with "as-built" drawings of the Park Amenities promptly following completion of construction thereof.

1.5 **Encroachment; Indemnification**:

a. Developer and the Town acknowledge and agree that the Parkland abuts a residential subdivision known as Block F, Midway Meadows Subdivision, Addison, Texas, and that the existing fence located along the boundary line between the Parkland and such subdivision (the "Fence") encroaches on the Parkland as shown on Exhibit E attached hereto (the "Encroachment").

b. Developer intends to enter into a boundary line agreement with the owner(s) of each lot within the residential subdivision affected by the Encroachment, being Lots 25, 26, 37, 38, 39, 40 and 51, as identified on Exhibit E (each, an "Affected Lot"), substantially in the form attached hereto as Exhibit F, which form has been approved by the Town. A boundary line agreement executed by Developer and the record owner(s) of an Affected Lot in substantially the form attached hereto as Exhibit F (or with such material changes as shall be approved by the Town in writing) is an "Approved Boundary Line Agreement."

c. WITH RESPECT ONLY TO ANY AFFECTED LOT WHICH IS NOT SUBJECT TO AN APPROVED BOUNDARY LINE AGREEMENT PRIOR TO THE DATE OF THE DEDICATION DEED, THE DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AGAINST ALL CLAIMS, LAWSUITS, JUDGMENTS, AND DEMANDS FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT BY ANY PERSON OR PERSONS PURSUANT TO CHAPTER 101 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE EXISTENCE OF THE ENCROACHMENT UPON SUCH AFFECTED LOT(S), TOGETHER WITH ALL COSTS, FEES, EXPENSES AS MAY BE INCURRED BY THE TOWN IN CONNECTION WITH THE DEFENSE OF SUCH CLAIM, LAWSUIT, OR DEMAND OR IN THE SATISFACTION OF ANY SUCH JUDGMENT; PROVIDED, HOWEVER, THAT DEVELOPER'S LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNT FOR WHICH THE TOWN IS LIABLE UNDER SECTION 101.023 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, AS AMENDED.

d. Developer's indemnity obligation as set forth above shall not apply to any claims, lawsuits, judgments or demands (i) made by, through or under the owner(s) of any Affected Lot which is subject to an Approved Boundary Line Agreement; (ii) brought by or at the direction of the Town; or (iii) arising out of or in connection with (A) any construction activities, maintenance operations or other work performed on or about the Parkland by Town's employees, agents or contractors, (B) the negligent acts or omissions or intentional misconduct of the Town's employees, agents or contractors or (C) any other facts, circumstances or conditions unrelated to the existence of the Encroachment or the ownership, use, maintenance, repair or replacement of the Fence which are, or which may become, the subject of any dispute between the owner of an Affected Lot and any third party (including the Town).

e. Developer's indemnity obligation as set forth above shall expire automatically with respect to each Affected Lot upon the earlier to occur of (i) mutual execution by Developer or Town and the record owner(s) of such Affected Lot of an Approved Boundary Line Agreement; (ii) issuance by a court of competent jurisdiction of a final order in any action brought by the

owner(s) of such Affected Lot based on the existence of the Encroachment and satisfaction of such judgment; of (iii) the date that is twenty-four (24) months after the date of the Dedication Deed.

f. Developer reserves the right at any time to initiate and/or pursue any legal or equitable action against the owner(s) of an Affected Lot to resolve the Encroachment and/or to cause such owner(s) to execute an Approved Boundary Line Agreement. Town agrees to reasonably cooperate with Developer, at no material expense to Town, in its efforts, including, without limitation, by executing any Approved Boundary Line Agreement after the date of the Dedication Deed.

1.6 **Consideration**: Each Party agrees that the covenants and terms contained in this Agreement are good and sufficient consideration for its obligations hereunder.

SECTION II
COVENANTS AND RESTRICTIONS

The Parties agree that the conveyance and acceptance of the Park and Park Amenities to the Town shall be governed by the following Covenants and Restrictions:

a. The Park and Park Amenities shall be used and preserved by the Town solely for public park, open space, and/or recreation purposes for the use by the general public of the Town of Addison, unless otherwise provided by Texas Local Government Code Chapter 253, as amended, and

b. The Town shall operate and maintain the Park and Park Amenities in accordance with the Town's Code of Ordinances, as may be amended, and any other statutes, rules, and regulations related to the Town's use, operation, and maintenance of a public park.

c. As provided in the Master Development Agreement, the Town has agreed to grant to Developer or its successor a temporary construction easement over such portion(s) of the Parkland as may be reasonably necessary in connection with the development of the other portions of the Property by Developer or its successor.

d. If applicable to any of the Park Amenities, the Developer shall provide a copy of the application and subsequent inspection report for all Park Amenities prepared by the State Department of Licensing and Regulation of their contracted reviewer for compliance with the Architectural Barriers Act, codified as Chapter 469 of the Texas Government Code .

e. The Developer shall obtain a bond in the amount of 100% of the total cost of the Park Amenities covering repairs and corrections of any defective work or material for a period of two (2) years following the date of substantial completion of such Park Amenities (the "Maintenance Bond").

f. The Developer shall remain liable for the payment of all property taxes related to the Parkland for the period preceding the date of the Dedication Deed.

SECTION III
WARRANTIES

In addition, the Developer hereby represents and warrants to the Town as follows, as of the date of this Agreement:

a. The Developer has full right, power, and authority to execute and deliver this Agreement and to consummate the Dedication provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Developer and Town, will constitute the valid and binding agreement of Developer and the Town, enforceable against the Parties in accordance with its terms.

b. Except pursuant to the Encumbrances, no person or entity has any right to occupy all or any part of the Parkland, and no verbal rights or entry or possession to any part of the Parkland have been or will be granted by the Developer or its agents to any person or entity.

c. There is no litigation, claim, audit, action, or proceeding pending or, to the actual knowledge of the Developer as of the date of this Agreement, threatened before or by any court, public board or body, governmental or administrative agency, or instrumentality by the Developer or by any tenant or by any other person or entity in any manner affecting the Parkland.

d. There is no pending, or to the actual knowledge of Developer as of the date of this Agreement, threatened, condemnation, environmental, zoning or other land-use regulation proceeding against the Parkland or any portion thereof, nor does any Developer or its agents have any knowledge or notice of any public request, plans or proposals for changes in road grade, access or other municipal improvements that may affect the Parkland or result in a tax, levy or assessment against the Parkland or otherwise detrimentally affect the use, operation or value of the Parkland.

e. The Developer has not received written notice of any alleged violation of any fire, zoning, building, or health law, regulation, or ruling, whether federal, state, or local, which affects the Parkland or that the Parkland is not in compliance with applicable local, state and federal laws.

f. The Developer has not disposed or released or authorized any third party to dispose or release any hazardous materials at the Parkland in violation of any federal, state, local, or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or hazardous materials (collectively, "Environmental Laws"), and to Developer's current, actual knowledge as of the date of this Agreement, there are no hazardous materials located on, under or about the Parkland in violation of Environmental Laws. For purposes hereof, hazardous material shall mean any substance, chemical, waste, or other material that is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, or local law, rule regulation, order, requirement or ordinance, including, without limitation, formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural

gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos and any by-product of same.

SECTION IV
ACCEPTANCE OF THE DEDICATION

Subject to the conditions precedent, covenants, restrictions, and warranties provided in this Agreement, the Town agrees to accept the Developer's dedication of the Park and Park Amenities pursuant to and upon the Developer's delivery of the Dedication Deed. Upon the Town's acceptance of the Dedication Deed, together with the Maintenance Bond and the Bill of Sale, Developer shall be deemed to have completed construction of all Park Amenities in accordance with the plans approved and permits issued by the Town therefor.

SECTION V
RECORDING OF THE DEDICATION AGREEMENT

The Parties agree that the Town shall record this Agreement in the Real Property Records of Dallas County, Texas. This Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Park and Park Amenities and shall run with the Parkland. These covenants, conditions, and restrictions shall be for the mutual benefit of Developer and the Town of Addison, Texas.

SECTION VI
MISCELLANEOUS

6.1 **Relationship of the Parties**: Nothing contained in this Agreement creates any relationship between the Parties other than that as provided in this Agreement. It is acknowledged and agreed that the Developer and the Town are not and will not be deemed to be a partner of the other in the conduct of its business, or a joint venture or a member of a joint or common enterprise.

6.2 **Cumulative Rights and Remedies**: The rights and remedies provided by this Agreement are cumulative and are not exclusive of other rights, remedies, or benefits allowed by applicable law.

6.3 **Severability**: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid, or unenforceable, that provision will be severed, and all remaining provisions will be given full force and effect. In lieu of such illegal, invalid or unenforceable provision, there will be deemed added automatically as a part or this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

6.4 **Headings**: Any descriptive heading is provided for convenience only and is not intended to limit the scope of the particular section to which it refers.

6.5 **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when given in writing and delivered personally or when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the following address:

If intended for Town:

Town of Addison
Attn: David Gaines, City Manager
P.O. Box 9010
Addison, Texas 75001

With copy to:

Whitt Wyatt, City Attorney
Wyatt Hamilton Findlay, PLLC
5810 Long Prairie Road Ste. 700-220
Flower Mound, Texas 75028

If intended for Developer:

c/o AMLI Residential Partners, LLC
Attn: Taylor Bowen, President
5057 Keller Springs Road, Suite 410
Addison, TX 75001

6.6 **Entire Agreement**: This Agreement and the Exhibits attached hereto are the entire agreement between the Parties with respect to the dedication by the Developer of the Park and Park Amenities to the Town. Except for the Master Development Agreement, there is no other collateral, oral or written agreement between the Parties that in any manner relates to the foregoing subject matter of this Agreement. Upon execution and delivery of this Agreement by Developer and Town, this Agreement shall govern and control in the event of any conflict between the terms and conditions hereof and those set forth in the Master Development Agreement and/or the MOU.

6.7 **Representation**: The Parties each represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

6.8 **Recitals and Exhibits**: The recitals and exhibits to this Agreement are incorporated herein.

6.9 **Governing Law**: This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The venue for any action under this Agreement shall be in the state district court of Dallas County, Texas. The Parties agree to submit to the subject matter and personal jurisdiction of said court.

6.10 **LIMITATION OF LIABILITY. THE OBLIGATIONS OF DEVELOPER UNDER THIS LEASE ARE NOT PERSONAL OBLIGATIONS OF THE INDIVIDUAL PARTNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS OR EMPLOYEES OF DEVELOPER; AND TOWN SHALL LOOK SOLELY TO DEVELOPER'S INTEREST IN THE PARKLAND FOR SATISFACTION OF ANY LIABILITY OF DEVELOPER HEREUNDER. DEVELOPER SHALL HAVE NO**

LIABILITY TO TOWN FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL AND/OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT.

[Signature Pages to Follow]

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

SIGNED AND AGREED this 14th day of October, 2025.

TOWN:

TOWN OF ADDISON, TEXAS

By: _____
David Gaines, City Manager

TOWN'S ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this _____ day of _____ 2025, by David Gaines, City Manager for the Town of Addison, Texas, a Texas home rule municipality, for and on behalf of said municipality.

_____
Notary Public, State of Texas

My commission expires: _____

SIGNED AND AGREED this the _____ day of _____ 2025.

DEVELOPER:

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

DEVELOPER'S ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202__, by _____, the _____ of AMLI Residential Partners LLC, a Delaware limited liability company, the general partner of AMLI Residential Properties, L.P., a Delaware limited partnership, the manager of PPF AMLI Co-investment LLC, a Delaware limited liability company, the manager of PPF AMLI Devco, LLC, a Delaware limited liability company, the sole member of PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of _____

_____
Printed Name
My Commission Expires:_____

[SEAL]

EXHIBIT A
Property

BEING A 13.604 ACRE TRACT OF LAND SITUATED WITHIN THE THOMAS L. CHENOWITH SURVEY, ABSTRACT NO. 273, CITY OF ADDISON, DALLAS COUNTY, TEXAS, AND BEING PART OF THE OFFICE IN THE PARK ADDITION, RECORDED IN VOLUME 78118, PAGE 1 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND PART OF LOT 1R, BLOCK 1 OF SWITZER AND JONES ADDITION, RECORDED IN VOLUME 96123, PAGE 2809, AND ALSO BEING PART OF A TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO 14671 - 14683 MIDWAY ROAD, LP RECORDED UNDER INSTRUMENT NO. 201200038996 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND PART OF A TRACT OF LAND AS DESCRIBED IN A GENERAL WARRANTY DEED TO HABIBOLLAH ELAHINEJAD, RECORDED UNDER INSTRUMENT NO. 20070094093 OF THE SAID OFFICIAL PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "TNP" (CAP DAMAGED) (CONTROLLING MONUMENT) AT THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED UNDER INSTRUMENT NO. 202000052358 OF THE SAID OFFICIAL PUBLIC RECORDS, AND THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED UNDER INSTRUMENT NO. 202000091189 OF THE SAID OFFICIAL PUBLIC RECORDS, SAME POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF MIDWAY ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE MOST EASTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION, AND THE NORTH LINE OF TRACT TWO OF LITTLEBROOK NO. 1 ADDITION, RECORDED IN VOLUME 77093, PAGE 2372 OF THE SAID DEED RECORDS, FROM WHICH A FOUND 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "TNP" (CONTROLLING MONUMENT), BEARS SOUTH 00 DEGREES 37 MINUTES 57 SECONDS EAST, 274.43 FEET FOR THE SOUTHWEST CORNER OF THE SAID TOWN OF ADDISON TRACT;

THENCE SOUTH 89 DEGREES 09 MINUTES 27 SECONDS WEST, 417.97 FEET WITH THE MOST EASTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION, AND THE NORTH LINE OF SAID TRACT TWO TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID TRACT TWO, AND BEING A RE-ENTRANT CORNER OF SAID OFFICE IN THE PARK ADDITION;

THENCE SOUTH 00 DEGREES 33 MINUTES 27 SECONDS EAST, WITH THE WEST LINE OF SAID TRACT TWO AND THE SOUTH MOST EAST LINE OF SAID OFFICE IN THE PARK ADDITION, PASSING AT 269.63 FEET A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "RLG INC", FOR A TOTAL DISTANCE OF 275.00 FEET TO A FOUND 1/2-INCH IRON ROD (CONTROLLING MONUMENT) FOR THE SOUTHWEST CORNER OF SAID TRACT TWO AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID OFFICE IN THE PARK ADDITION, SAME POINT BEING ON THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED IN A DEED TO THE DALLAS POWER AND LIGHT COMPANY (100-FOOT RIGHT-OF-WAY), RECORDED IN VOLUME 4598, PAGE 130 OF THE SAID DEED RECORDS;

THENCE SOUTH 89 DEGREES 11 MINUTES 56 SECONDS WEST, 433.74 FEET WITH THE MOST WESTERLY SOUTH LINE OF THE SAID OFFICE IN THE PARK ADDITION AND THE NORTH LINE OF SAID DALLAS POWER AND LIGHT COMPANY TRACT TO A FOUND 1/2-INCH IRON ROD (CONTROLLING MONUMENT) FOR THE SOUTHWEST CORNER OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTHEAST CORNER OF LOT 54, BLOCK F OF MIDWAY MEADOWS ADDITION, RECORDED IN VOLUME 80068, PAGE 2077 OF THE SAID DEED RECORDS;

THENCE DEPARTING THE NORTH LINE OF THE SAID DALLAS POWER AND LIGHT COMPANY TRACT, NORTH 00 DEGREES 11 MINUTES 21 SECONDS WEST, WITH THE COMMON WEST LINE OF SAID OFFICE IN THE PARK ADDITION, THE EAST LINE OF SAID MIDWAY MEADOWS ADDITION AND THE EAST LINE OF REVISED MIDWAY MEADOWS ADDITION, RECORDED IN VOLUME 80127, PAGE 1612 OF THE SAID DEED RECORDS, PASSING AT 5.21 FEET A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "RLG INC," FOR A TOTAL DISTANCE OF 714.89 FEET TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID OFFICE IN THE PARK ADDITION AND AT AN ANGLE POINT ON THE EAST LINE OF SAID REVISED MIDWAY MEADOWS ADDITION, SAME POINT BEING THE SOUTHWEST CORNER OF LOT 55 OF TOWNE LAKE ADDITION, RECORDED IN VOLUME 97003, PAGE 1033 OF THE SAID DEED RECORDS;

THENCE DEPARTING THE EAST LINE OF SAID REVISED MIDWAY MEADOWS ADDITION, NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST (PLAT = SOUTH 89 DEGREES 55 MINUTES 31 SECONDS EAST), ALONG THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTH LINE OF SAID TOWNE LAKE ADDITION, PASSING AT A DISTANCE OF 39.67 FEET THE COMMON SOUTH CORNER OF SAID LOTS 55 AND 56 OF SAID TOWNE LAKE ADDITION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH YELLOW CAP (CAP ILLEGIBLE) BEARS NORTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, A DISTANCE OF 0.54 FEET, THENCEFORTH CONTINUING ALONG THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION AND THE SOUTH LINE OF SAID TOWNE LAKE ADDITION, PASSING AT A DISTANCE OF 118.67 FEET A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "PACHECO KOCH" FOR THE COMMON SOUTH CORNER OF LOTS 58 AND 59 OF SAID TOWNE LAKE ADDITION, IN ALL, A TOTAL DISTANCE OF 276.38 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID TOWNE LAKE ADDITION AND THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 1R, BLOCK 1 OF SWITZER AND JONES ADDITION, FROM WHICH A 5/8-INCH IRON ROD WITH YELLOW CAP STAMPED "D C & A RPLS 3935" BEARS SOUTH 89 DEGREES 47 MINUTES 02 SECONDS WEST, A DISTANCE OF 0.44 FEET;

THENCE DEPARTING THE NORTH LINE OF SAID OFFICE IN THE PARK ADDITION, NORTH 00 DEGREES 14 MINUTES 14 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1R, BLOCK 1 AND THE EAST LINE OF SAID TOWNE LAKE ADDITION, A DISTANCE OF 248.57 FEET TO A SET 1/2-INCH IRON ROD WITH GREEN CAP STAMPED "BOWMAN PROP COR" AT THE NORTHWEST CORNER OF SAID LOT 1R, BLOCK 1 AND AT A RE-ENTRANT CORNER ON THE EAST LINE OF SAID TOWNE LAKE ADDITION;

THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE EAST LINE OF SAID TOWN LAKE ADDITION, PASSING AT A DISTANCE OF 50.14 FEET A FOUND MAG NAIL IN CONCRETE FOR AN ANGLE POINT ON THE EAST LINE OF SAID TOWNE LAKE ADDITION, CONTINUING ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF MIDWAY SQUARE ADDITION, RECORDED IN VOLUME 93252, PAGE 3095 OF THE SAID DEED RECORDS, A DISTANCE OF 397.62 FEET TO AN ELL CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AT A RE-ENTRANT CORNER ON THE SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND MAG NAIL BEARS SOUTH 25 DEGREES 45 MINUTES 10 SECONDS EAST, 0.59 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 58 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, 218.56 FEET TO A RE-ENTRANT CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AT AN ELL CORNER ON SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND "X" CUT IN CONCRETE BEARS NORTH 32 DEGREES 29 MINUTES 26 SECONDS EAST, 1.05 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, A DISTANCE OF 168.39 FEET TO A RE-ENTRANT CORNER ON SAID NORTH LINE OF LOT 1R, BLOCK 1 AND AN ELL CORNER ON SAID SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, FROM WHICH A FOUND 1/2-INCH IRON ROD WITH RED CAP STAMPED "KERN INC 4887" BEARS SOUTH 29 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 0.98 FEET AND A FOUND 1/2-INCH IRON ROD BEARS NORTH 09 DEGREES 23 MINUTES 40 SECONDS EAST, A DISTANCE OF 0.62 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, PASSING AT A DISTANCE OF 1.06 FEET A FOUND 1/2-INCH IRON ROD WITH RED CAP (CAP ILLEGIBLE & DAMAGED), IN ALL, A TOTAL DISTANCE OF 1.92 FEET TO A FOUND 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "TNP INC ESMT" FOR THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A RIGHT-OF-WAY DEED TO THE TOWN OF ADDISON, RECORDED IN INSTRUMENT NO. 202000040012 OF SAID OFFICIAL PUBLIC RECORDS AND BEING ON THE WEST RIGHT-OF-WAY LINE OF THE SAID MIDWAY ROAD, FROM WHICH A FOUND 1/2-INCH IRON ROD BEARS NORTH 62 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 0.10 FEET AND A FOUND 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "TNP INC ESMT" BEARS NORTH 89 DEGREES 47 MINUTES 02 SECONDS EAST, A DISTANCE OF 11.19 FEET FOR THE NORTHEAST CORNER OF SAID TOWN OF ADDISON TRACT;

THENCE DEPARTING THE NORTH LINE OF SAID LOT 1R, BLOCK 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1 OF SAID MIDWAY SQUARE ADDITION, SOUTH 00 DEGREES 37 MINUTES 57 SECONDS EAST, ALONG THE WEST LINE OF SAID TOWN OF ADDISON TRACT AND THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD, PASSING AT A DISTANCE OF 38.17 FEET A FOUND "X" ON A GAS METER BEING SITUATED ON THE SOUTH LINE OF SAID LOT 1R, BLOCK 1 AND THE NORTH LINE OF AFOREMENTIONED OFFICE IN THE PARK ADDITION, WITH SAID POINT ALSO BEING AT THE SOUTHWEST CORNER OF SAID TOWN OF ADDISON TRACT AND THE NORTHWEST CORNER OF SAID TOWN OF ADDISON TRACT (INSTRUMENT NO. 202000091189), THENCEFORTH CONTINUING ALONG THE WEST LINE OF SAID TOWN OF ADDISON TRACT (INSTRUMENT NO. 202000091189) AND THE WEST RIGHT-OF-WAY LINE OF SAID MIDWAY ROAD, FOR A TOTAL DISTANCE OF 469.08 FEET TO THE POINT OF BEGINNING, CONTAINING 13.604 ACRES OR 592,615 SQUARE FEET.

EXHIBIT B
Depiction of Parkland

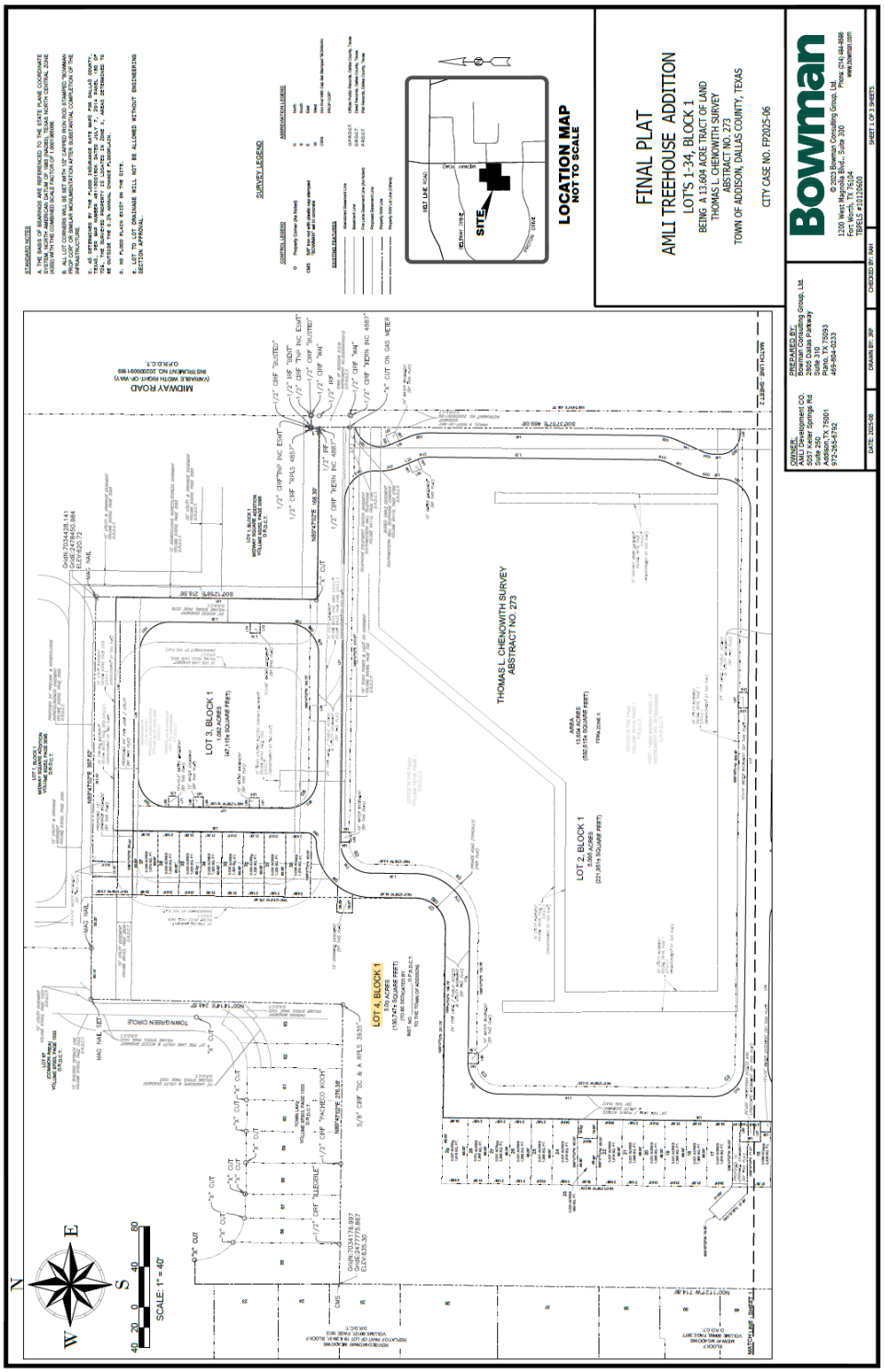


EXHIBIT C
Form of Dedication Deed

[SEE ATTACHED.]

WHEN RECORDED RETURN TO:

Town of Addison, Texas
Attn: City Secretary
PO Box 9010
Addison, Texas 75001

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: _____, 202__

Grantor: PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company

Grantor's Mailing Address: 5057 Keller Springs Road, Suite 410, Addison, TX 75001 (Dallas County)

Grantee: Town of Addison, Texas, a Texas home rule municipality

Grantee's Mailing Address: PO Box 9010, Addison, Texas 75001 (Dallas County)

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements): BEING approximately 3.0 acres, in the Town of Addison, Dallas County, Texas; said tract being Lot 4, Block 1 of the AMLI Treehouse Addition, Addison, Texas. See Exhibit "A" (Legal Description).

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements and rights-of-way appearing of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

THE PROPERTY CONVEYED BY THIS SPECIAL WARRANTY DEED IS ACCEPTED BY GRANTEE ON AN "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" BASIS. GRANTEE EXPRESSLY AGREES TO ACCEPT THE RISK OF, AND TO ASSUME FULL RESPONSIBILITY FOR, ALL ADVERSE ENVIRONMENTAL CONDITIONS OF WHATSOEVER NATURE, BY WHOMSOEVER CAUSED, RELATING TO THE PROPERTY.

By its acceptance hereof, Grantee dedicates the Property for park and recreational purposes for the use by the general public of the Town of Addison, subject to the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[*Remainder of page intentionally left blank. Signature page immediately follows.*]

EXECUTED on the date of the acknowledgment hereinbelow, to be effective as of the _____ day of _____, 2025.

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 202__, by _____, the _____ of AMLI Residential Partners LLC, a Delaware limited liability company, the general partner of AMLI Residential Properties, L.P., a Delaware limited partnership, the manager of PPF AMLI Co-investment LLC, a Delaware limited liability company, the manager of PPF AMLI Devco, LLC, a Delaware limited liability company, the sole member of PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of _____

_____
Printed Name
My Commission Expires:_____

[SEAL]

Add EXHIBIT A- Legal Description of Property – per final Plat

EXHIBIT D

BILL OF SALE AND GENERAL ASSIGNMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

This BILL OF SALE AND GENERAL ASSIGNMENT (the "Assignment") is executed and delivered as of _____, 202___, between **PPF AMLI 14681 MIDWAY ROAD, LLC** ("Assignor"), and **TOWN OF ADDISON, TEXAS** ("Assignee").

WHEREAS, concurrently with the execution and delivery hereof, Assignor is dedicating and conveying to Assignee, by Special Warranty Deed, that certain tract of land situated in Dallas County, Texas and being more particularly described on Exhibit A attached hereto and made a part hereof for all purposes (the "Property").

NOW, THEREFORE, in consideration of the receipt of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) any and all drainage and irrigation systems, sidewalks and other paved surfaces, retaining walls, art, benches, lighting, equipment, trash receptacles, landscaping, shade structures and other related improvements located on the Property as of the date hereof (collectively, the "Park Amenities"), and (ii) to the extent assignable, any existing warranties issued in connection with and exclusively pertaining to the Park Amenities. Assignee hereby accepts the Park Amenities for park and recreational purposes for the use by the general public of the Town of Addison.

THE PARK AMENITIES CONVEYED HEREBY ARE ACCEPTED BY ASSIGNEE ON AN "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" BASIS. Assignee agrees to reasonably cooperate with Assignee to enforce such warranties, at no material expense to Assignor.

This Assignment is made subject, subordinate and inferior to all validly existing easements and rights-of-way appearing of record; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals reserved by prior grantors.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective as of the _____ day of _____, 2025.

ASSIGNOR:

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

ASSIGNEE:

TOWN OF ADDISON, TEXAS

By: _____
David Gaines, City Manager

Add EXHIBIT A- Legal Description of Property – per final Plat

EXHIBIT E
Encroachment

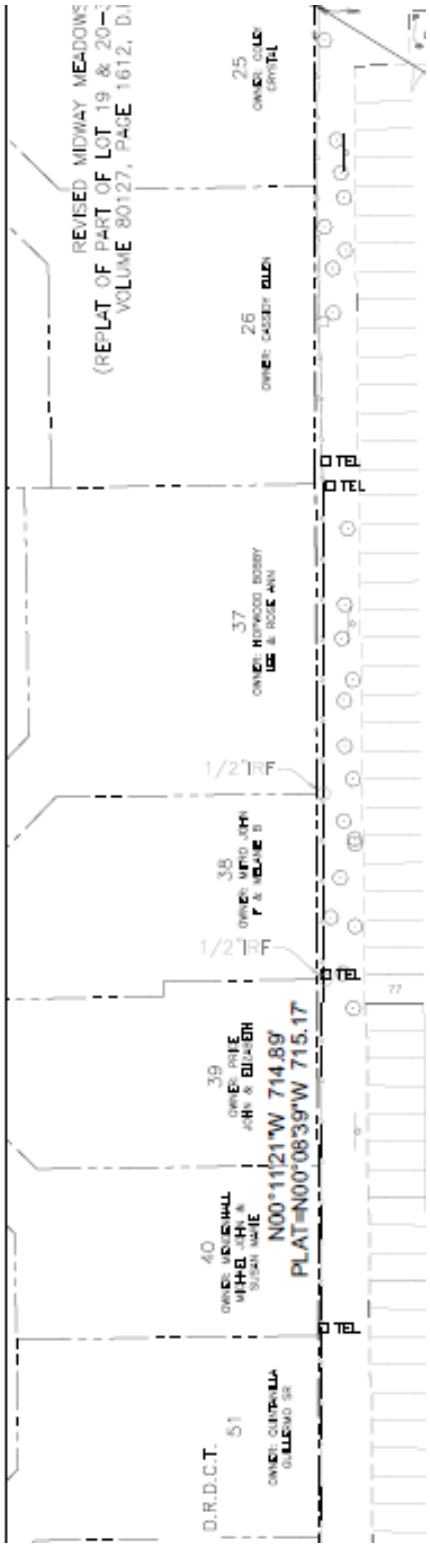


EXHIBIT F

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (this "Agreement") is entered into as of the Effective Date set forth at the end of this Agreement by and between PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company ("AMLI") and, _____, an individual residing in Dallas County, Texas ("Residential Owner"). AMLI and Residential Owner are sometimes herein individually referred to as "Party" and collectively as the "Parties".

R E C I T A L S

A. AMLI is the owner of certain real property consisting of approximately 3.0 acres, in the Town of Addison, Dallas County, Texas, as more particularly described on Exhibit A attached hereto (the "AMLI Tract").

B. Residential Owner is the owner of certain real property located in Addison, Dallas County, Texas, as more particularly described on Exhibit B attached hereto (the "Residential Tract").

C. The Residential Tract is a lot in a residential subdivision known as Midway Meadows, and the rear lot line of the Residential Tract abuts the AMLI Tract.

D. AMLI intends to convey the AMLI Tract to the Town of Addison, Texas (the "Town") for use as a public park.

E. A boundary survey of the AMLI Tract prepared by Traverse Land Surveying (Project No. TR-359-25) is attached hereto as Exhibit C (the "Survey").

F. The existing fence located along the boundary line between the AMLI Tract and the Residential Tract (the "Fence") encroaches onto the AMLI Tract, as shown on the Survey and on Exhibit D attached hereto (the "Encroachment").

G. It is the intent of the Parties that (i) the Fence may remain in its existing location as of the date of this Agreement, as shown on Exhibit D; and (ii) despite the Encroachment, the common boundary line between the AMLI Tract and the Residential Tract shall remain as shown on the Survey.

H. The Parties desire to execute this Agreement to evidence their understanding and agreement concerning the common boundary line between the AMLI Tract and the Residential Tract and their respective obligations with respect to the Fence.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars ($10.00), the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notwithstanding the Encroachment or anything to the contrary in this Agreement, the common boundary line between the AMLI Tract and the Residential Tract shall be and remain as shown on the Survey.

2. Subject to the terms and conditions of this Agreement, the Parties acknowledge and accept the existence of the Encroachment and agree to allow and permit the Encroachment to exist

as shown on the Survey and on Exhibit D. Neither Party shall be obligated to remove or demolish the Fence, to relocate the Fence from its location as shown on Exhibit D, or to construct any fence along the common boundary line between the AMLI Tract and the Residential Tract. Residential Owner shall have the right at any time and from time to time, at its sole cost and expense, to replace the Fence with a new fence of similar dimensions and materials as the Fence in the existing location of the Fence as shown on Exhibit D. For purposes of this Agreement, the "Fence" includes any such replacement fence and all retaining wall improvements supporting the Fence and existing as of the date of this Agreement.

3. Each Party releases and forever discharges the other Party, and its heirs, successors, assigns, executors, administrators, and legal representatives, as well as the Town, of and from any and all claims, demands, damages, actions, causes of action, or suits in equity, of whatsoever kind or nature, whether or not now known to either or both of the Parties and whether arising under common law or under any statute of the State of Texas or otherwise, and for or because of any matter or thing done, omitted, or suffered to be done by any of the Parties prior to and including the date hereof which in anyway directly or indirectly arises out of the existence of the Encroachment. Neither Residential Owner nor AMLI shall have any liability to the other Party or its heirs, executors, administrators, successors and assigns (including the Town) due to or as a result of the existence of the Encroachment.

4. Residential Owner agrees for itself, its heirs, successors, assigns, executors, administrators, and legal representatives, that it does not have or own, nor shall it claim or assert at any time, any right, title or interest in or to any portion of the AMLI Tract, as determined by the Survey, by virtue of the Encroachment or this Agreement.

5. Notwithstanding the Encroachment, the Residential Owner is and shall remain the owner of the Fence. Neither AMLI nor the Town shall have (i) any obligation to maintain, repair or replace the Fence at any time; (ii) any liability to Residential Owner or its agents, contractors, or invitees for any damage or loss resulting from the existence, non-existence or condition of the Fence or any replacement thereof; or (iii) any liability to Residential Owner or its agents, contractors, or invitees for any personal injury or death, property damage, or any other liability, loss, damage or expense arising out of the ownership, use, maintenance, repair or replacement of the Fence.

6. RESIDENTIAL OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS AMLI, ITS SUCCESSORS AND ASSIGNS (INCLUDING THE TOWN) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, ACTIONS AND CLAIMS, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN CONNECTION WITH THE ACTS OR OMISSIONS OF RESIDENTIAL OWNER, ITS AGENTS, CONTRACTORS OR INVITEES, IN THE OWNERSHIP, USE, MAINTENANCE, REPAIR OR REPLACEMENT OF THE FENCE WITHIN THE ENCROACHMENT, AND/OR IN THE USE AND OCCUPANCY OF THE PROPERTY

WITHIN THE ENCROACHMENT, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF OR RESULTING FROM ANY PERSONAL INJURY, PROPERTY DAMAGE OR HAZARDOUS SUBSTANCES CONTAMINATION.

7. This Agreement does not prohibit the construction by either Party of a fence along the common boundary line between the AMLI Tract and the Residential Tract or entirely on such Party's Tract at any time.

8. This Agreement shall be a covenant running with the land as to the AMLI Tract and the Residential Tract, and shall be binding upon the Parties hereto, their respective heirs, successors, assigns, executors, administrators, and legal representatives.

9. If any Party shall default in its obligations under this Agreement or breach its covenants under this Agreement, each of the Parties acknowledges that it would be extremely difficult to measure the resulting damages. Accordingly, any non-defaulting Party, in addition to any other rights or remedies, shall be entitled to restraint by injunction without bond of a violation, or attempted or threatened violation, or any condition or provision of this Agreement, or to a decree specifically compelling performance of any such condition or provision.

10. No breach or waiver of this Agreement shall entitle either Party to cancel, rescind, or otherwise terminate this Agreement, provided, however, that this provision shall not limit or otherwise affect any other right or remedy which a Party may have hereunder by reason of any breach of this Agreement.

11. This Agreement may be recorded in the real property records of Dallas County, Texas.

12. If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions.

13. If any Party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, whether at law or in equity, arising out of this Agreement, the prevailing Party shall have the right to recover against the other Party, in addition to all costs and disbursements, its reasonable attorneys' fees incurred in connection with such suit or action. Without limitation of the foregoing, if a court of competent jurisdiction presiding over any suit or action determines that a Party has brought such suit or action against the other Party in violation of any waiver, release or discharge of liability against the other Party (or, as applicable, the Town) stated in this Agreement, the Party bringing such suit or action shall reimburse the other Party (or, as applicable, the Town) all of its costs and expenses incurred in connection with such suit or action, including its reasonable attorneys' fees.

Signature Pages Follow.

EXECUTED on the date of the acknowledgment hereinbelow, to be effective as of _____ (the "Effective Date").

AMLI:

PPF AMLI 14681 MIDWAY ROAD, LLC,
a Delaware limited liability company

By: PPF AMLI Devco, LLC,
a Delaware limited liability company,
its sole member

By: PPF AMLI Co-investment LLC,
a Delaware limited liability company,
its manager

By: AMLI Residential Properties, L.P.,
a Delaware limited partnership,
its manager

By: AMLI Residential Partners LLC,
a Delaware limited liability company,
its general partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 202__, by Taylor Bowen, Vice President of AMLI Residential Partners, LLC, a Delaware limited liability company, the general partner of AMLI Residential Properties, L.P., a Delaware limited partnership, the manager of PPF AMLI Co-investment LLC, a Delaware limited liability company, the manager of PPF AMLI Devco, LLC, a Delaware limited liability company, the sole member of PPF AMLI 14681 MIDWAY ROAD, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

Signatures continue on next page.

RESIDENTIAL OWNER:

_____

Printed Name:_____

_____

Printed Name:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 202___.

_____

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 202___.

_____

Notary Public, State of Texas

EXHIBIT A
to
Boundary Line Agreement

Legal Description of AMLI Tract

EXHIBIT B
to
Boundary Line Agreement

Legal Description of Residential Tract

EXHIBIT C
to
Boundary Line Agreement

Survey

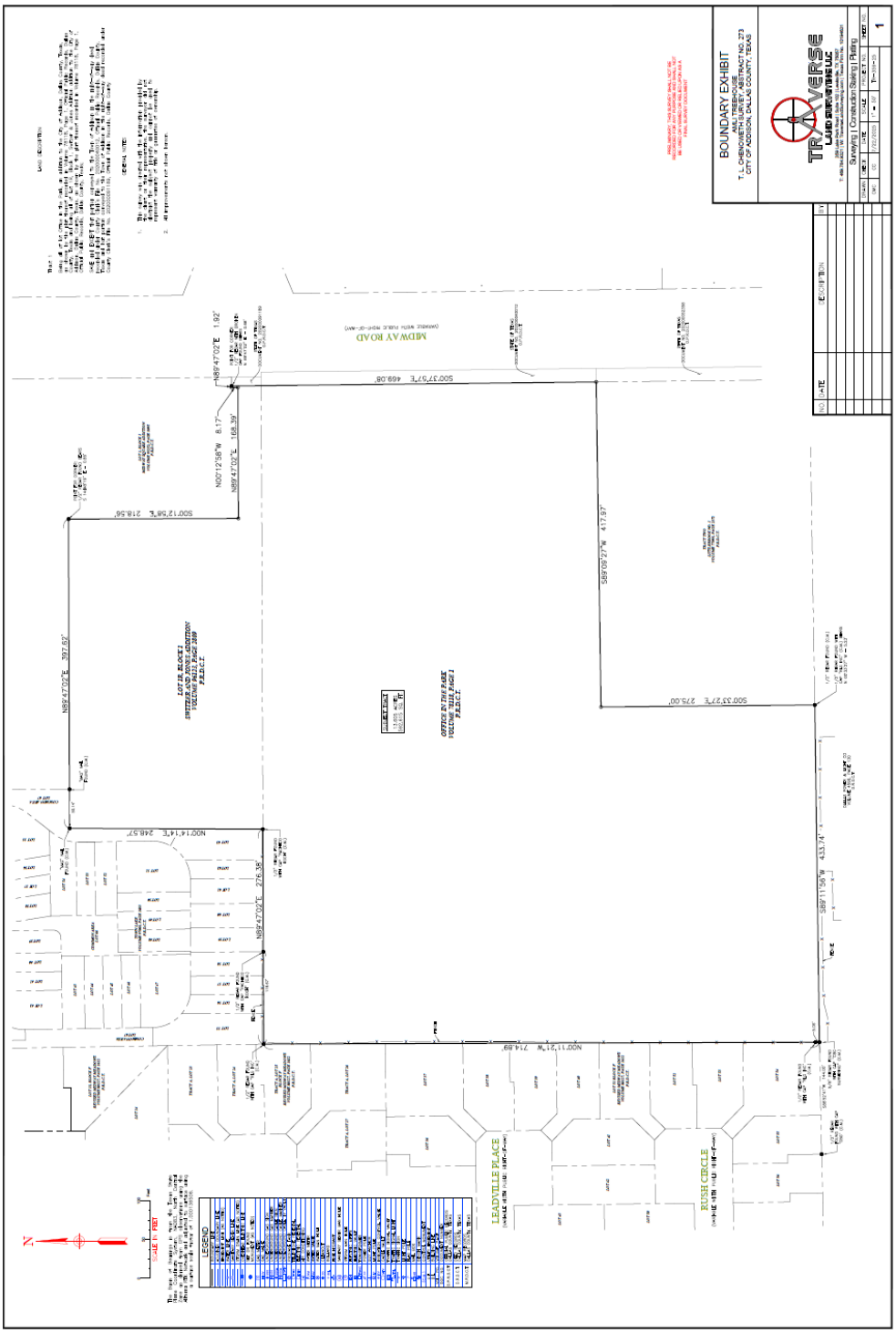


EXHIBIT D
to
Boundary Line Agreement

[Attach]

2025 City Council Regular Meeting **6. b.**

Meeting Date: 10/14/2025

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving a contract agreement between the Town of Addison and Community Waste Disposal, L.P., in an amount not to exceed $339,370 for residential services and in an amount not to exceed $90,955 for facility services for a total amount not to exceed $430,325, authorizing the City Manager to execute the agreement, and providing an effective date.

BACKGROUND:

The Town currently receives residential solid waste collection from Community Waste Disposal, L.P. (CWD) through an existing contract that expires on October 31, 2025, which is considered the Initial Term. The term of this contract would be five (5) years beginning November 1, 2025, through September 30, 2030, including successive five (5) year renewal terms without further action of either party. CWD currently provides manual residential refuse service to each residential unit two days per week, including curbside, alleyway, and closet collection where necessary, and does not dictate the volume placed in these locations for pickup. CWD currently provides a residential refuse service to each single-family home with a container for recyclables with cart service or bin service, dependent upon residential preference, one time per week. CWD provides Town facilities refuse service as needed and a recycling service once a week.

The Town has added contract requirements to include:

- Annual Cost Adjustment and Revenue Sharing Model based on the service rendered system to include CPI, CNG fuel and disposal.
- Liquidated and escalated damages.

Staff has included an Annual Report Presentation received from CWD.

FISCAL IMPACT

If the contract is approved, Finance staff will present an ordinance at the October 28, 2025 Regular City Council meeting amending the solid waste fee as reflected in the contract. The new rate will take effect on November 1, 2025 and will be reflected on customers' utility bills beginning in December 2025.

RECOMMENDATION

Staff recommends approval.

Attachments

Presentation - Solid Waste Collection Service Contract

Resolution - Solid Waste Collection Service Contract

CWD Annual Report

Solid Waste Collection Contract – Community Waste Disposal

October 14, 2025

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

Solid Waste Collection Service

Manual curbside residential solid waste collection:

- Service is currently provided by CWD.
- Bag pickup occurs twice per week including curbside, alleyway and closet collection.
- Volume of pickup is not dictated.
- Recycling pickup occurs once per week through cart or bin service.

Town facilities solid waste collection:

- Service is currently provided by CWD.
- Roll-off dumpsters are provided to Town facilities at six (6) locations for refuse and recycling.
- Collection occurs on an as-needed basis at a minimum once per week.

Solid Waste Collection Service Updates

- Annual Cost Adjustment and Revenue Sharing Model based on service rendered system to include CPI, CNG fuel, and disposal.

- Includes liquidated and escalated damages.

Rates

The monthly fee for each residential unit would be $15.74, as of November 1, 2025.

Partners Since 2015

Questions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING A CONTRACT AGREEMENT BETWEEN THE TOWN OF ADDISON, TEXAS AND COMMUNITY WASTE DISPOSAL, L.P., CONTINUING RESIDENTIAL AND TOWN FACILITY SOLID WASTE SERVICES FOR AN AMOUNT NOT TO EXCEED $430,325.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 1, 2020, the Town of Addison, Texas ("Town") and Community Waste Disposal, L.P. ("CWD") executed a contract for residential and Town facility solid waste services (the "Original Contract"), which expires on October 31, 2025; and

WHEREAS, the Town and CWD desire to execute an amended and restated contract, providing for updated contract terms and extending the term of the Original Contract for an additional five (5) years ending on September 30, 2030 (the "Amended Contract"), providing for residential solid waste services in an amount not to exceed $339,370.00, and Town facility solid waste services in an amount not to exceed $90,955.00; and

WHEREAS, the City Council has reviewed the terms of the Amended Contract and finds that it is in the best interest of the public to approve the same, continuing CWD's solid waste services in the manner provided therein.

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

SECTION 1. The City Council hereby approves the Amended Contract between the Town of Addison and CWD providing for residential solid waste services in an amount not to exceed $339,370.00, and Town facility solid waste services in an amount not to exceed $90,955.00, for a total amount not to exceed $430,325.00. The City Manager is hereby authorized to execute said agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***October*** **2025.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

AMENDED AND RESTATED CONTRACT
WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS

THIS AMENDED AND RESTATED CONTRACT (hereinafter called "Contract") is made and entered into by and between the Town of Addison (hereinafter called "Town") located in Dallas County, Texas, and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

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

1. Grant of License

Contractor is hereby granted exclusive license and privilege within the territorial jurisdiction of the Customer and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

2. Contract

A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
    1. This Contract and Contract terms and definitions
    2. Exhibit A - Service Summary
    3. Exhibit B - Rate Agreement Schedule A
    4. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment.

This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

3. Definitions

The following terms, when used herein, whether capitalized or lower case shall have the respective meanings assigned thereto as follows:

Bags: Plastic sacks, designed to store refuse and yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

Brush, Loose: Loose tree, shrub or brush trimmings stacked together forming an easily handled package. All limbs must be placed with trunks parallel to the street, but not blocking the sidewalk. No limbs shall be greater than six (6) inches in diameter, weigh more than 40 pounds, or be longer than four (4) feet. Brush piles must be free of all foreign debris. The term "Brush" specifically excludes debris resulting from services of a commercial service provider.

Brush, Bundled: Tree, shrub or brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet by two (2) feet or fifty (50) pounds in weight.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, Construction Debris, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be. Bulky waste does not include brush. Each Bulky Waste item cannot exceed one-hundred and fifty (150) pounds.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Adjustment Date: October 1, 2026.

Contract Documents: Collectively, the documents identified in Section 2A hereof.

Contractor: Community Waste Disposal, LP and its successors and permitted assigns.

Curbside: That portion of right-of-way adjacent to paved or traveled Town roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential unit who generates Refuse or Recyclable Materials.

CWD Polycart: A wheeled receptacle with a maximum capacity of 35 - 95 gallons constructed of plastic, designed for waste or recycling collection systems, and having a tight-fitting lid capable

of preventing entrance into the container by small animals. No more than 40 pounds of materials allowed inside Polycart**.**

CWD Recycling Bin: A receptacle with a capacity of at least 18 - 20 gallons constructed of plastic having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disaster / Storm Debris: shall mean debris resulting from an event, occurrence or act of God, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc. determined by the Town to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the prior three years for the impacted homes.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is

likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Grievance: A complaint made by a customer related to collection or performance by Contractor under this contract.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Handicap / Disabled Service: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Solid Waste at the curbside, and that generates and accumulates Solid Waste. A Handicapped Residential Unit shall be certified and approved or denied by the Contractor or the Town. Handicap Service applies to Solid Waste Collection only. Recycle, Bulky Waste and Bundled Brush Collection will occur at regular collection area at the resident's curb.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the Town.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from Residential Units and Town facilities pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic containers/bottles (#1-#5 and #7), glass containers (clear, brown and green), aluminum

cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books and aseptic containers.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable State and Federal laws and regulations) and solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Trash Closet: A trash receptacle located on the side of a residential unit's garage; residential units located on Le Grande Drive, Winter Park Lane, Pokolodi Circle, Leadville Place, and Rush Circle have trash closets.

Unacceptable Waste: Contractor debris, and household hazardous waste.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

A. Residential Collection: Contractor shall provide sufficient vehicles and employees to provide Curbside or Trash Closet collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit, as outlined in Exhibit A, when placed at Curbside or in a Trash Closet by 7:00 a.m. on the designated collection day. Further, Contractor shall provide a copy of maps indicating the routes used in the collection of waste from all residential customers.

B. Residential solid waste collection services: The Contractor shall pick up all solid waste generated from residential premises in accordance with Exhibit A. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.

C. Residential Recycling Collection: The Contractor shall provide residential recycling as described in Exhibit A. The Contractor will provide each Residential Unit a CWD Recycling Bin with lid or a CWD Polycart. In the first instance that a CWD Recycling Bin or CWD Polycart is damaged or lost, the Contractor shall provide a new container at no cost to the resident. After the resident has been provided a free replacement, the resident will be charged an amount agreed upon by the Contractor and Town for each new CWD Recycling Bin or CWD Polycart requested, unless the resident can show proof the container was damaged or lost due to actions of the Contractor.

1. If a Residential Unit requests to upgrade their CWD Recycling Bin to a CWD Recycling Polycart, the Contractor shall swap containers on the next scheduled container delivery date.

2. The collection of the recyclable materials shall occur at the curb.

3. Contractor shall also provide the Town a recycling report detailing volume collected.

D. Town Service Specification: Contractor shall furnish garbage pickup and recycling for all Town facilities as provided in Exhibit B.

E. Residential Outreach Plan: If requested, the Contractor shall provide the Town with a detailed Residential Refuse Education Outreach Plan. The plan may include: a social media plan and traditional education and outreach (various educational graphics, written content and other visual content). The outreach materials shall include information that informs residents on the dates/time that residential refuse is retrieved and the acceptable method of containment

F. Holiday Schedule: Below are designated Holidays for the purpose of this Contract. The Contractor and Town shall mutually agree to observe any or all of these Holidays. Collection will resume on the next scheduled pickup day after an observed holiday.

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas day

5. Collection Operation

A. Hours of Operation: Contactor shall collect residential solid waste and recyclables only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the Town**.** The Town shall be provided route collection maps and container locations.

D. Customer Grievances:

1. Grievances shall be provided directly to Contractor. Contractor shall promptly respond to all Grievances. At a minimum, Contractor's Grievance procedure shall provide that the customer Grievance shall be addressed within 24 hours (one business day) of receipt of such Grievance and shall be promptly resolved. The Contractors Grievance Procedure is outlined below:

A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection Recovery Schedule	1. Contact CWD before 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD after 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD before 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD after 12:00pm: Receive service next scheduled business day when like services are being performed.

2. Town shall notify Contactor of each Grievance reported to the Town in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the Grievance.
3. Contractor shall make and keep records of all Grievances in a log, which shall include (a) the date and time of the Grievance, (b) the name and address of the customer filing the

Grievance (including the location of the events if different), (c) Contractor's determination and resolution, and (d) the date and time when the Grievance was resolved. Contractor shall provide to the Town an updated Grievance log not less than once every 30 days. The Town may further request that Contractor provide the Town with a copy of the current complaint log at any time; in which case Contractor shall have one (1) business day to deliver to the Town the current complaint log. The Town will maintain the Grievance log and shall be entitled to rely upon the information contained therein to administer the non-performance provisions of this Contract.

E. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the boundaries of the Town nor while enroute to the disposal site, where such accumulation shall be dumped.

2. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain all collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program.

F. Disposal: Contractor shall deliver all solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor certifies that they have secured adequate landfill capacity for disposal of all Town refuse for a minimum of fifteen (15) years. Contractor shall deliver all household hazardous waste to a landfill legally permitted to accept such waste.

G. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its equipment or its acts, omissions or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by its equipment or the acts or omissions of its employees, but shall report the location of such conditions so that proper notice can be given to the customer at the premises to properly contain refuse.

H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the Town, in writing, of such condition and of its inability to make collection.

6. Recyclable Materials

Contractor shall provide a single-stream recyclable collection service. Town will not be required to separate recyclable materials by type of material.

A. Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.

B. If a sustainable market is no longer available for a recycle commodity, Contractor will inform the Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, Contractor may petition the Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, Contractor may request a special rate adjustment that would allow Contractor to continue to recycle the materials.

7. Ownership

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

8. Employees

A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.

B. Contractor shall perform driving record checks of all drivers working within the Town at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.

9. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

A. Monthly reports, within fifteen (15) days of the end of the reporting period, detailing: tonnage of recycling, missed pickups and other mutually agreed information

B. Annual reports each contract anniversary date on the status of the terms and conditions of this Contract and any points that need to be addressed, including safety reports, incident reports, customer Grievance reports.

10. Gross Vehicle Weight Limits

Contractor specifically reserves the right to adjust the size of containers and the frequency of collections of such containers if Contractor determines that hauling an individual roll-off container will cause Contractor to exceed its maximum license limits as approved by State of Texas for gross vehicle weight ("GVW"). In such instances, Contractor shall give notice to the Town and adjust the size of said containers and/or the frequency of service to achieve compliance with GVW limits.

11. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of Town to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the provisions of chapters 49, 51 and 53 of the Texas Water Code, state statutes and the Texas Constitution.

12. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all required taxes.

13. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height.

14. Non-collection Notice and Follow-Up

A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers, Contractor shall refrain from collecting all or a portion of such refuse and will notify the Town and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection.

B. Where the Town is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the Town will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twenty four (24) hours after a collection order is issued by the Town.

15. Remuneration

The Contractor shall quote a rate for service (garbage and recycling) per residential unit per month. The rate shall include any charge for trash or recycling containers, set up charge or other charges

associated with providing service. Prices provided by Contractor will be for a one (1) year period beginning November 1, 2025. Beginning October 1, 2026, of the Contract and every year thereafter, prices will increase by the model outlined in Section 16. Town shall submit statements to and collect from all residential units.

16. Annual Cost Adjustment and Revenue Sharing Model

A. Annual Cost Adjustment: All rates charged by the Contractor will be subject to an Annual CPI Cost Adjustment. The first annual adjustment will be effective on the Contract Adjustment Date (October 1, 2026), and subsequent adjustments will be made each twelve (12) months thereafter through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Adjustment Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the Town and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, CNG Fuel, and Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

1. **CPI (see System Chart for %):** The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted), for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the Contract Adjustment Date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the Contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the Contract Adjustment Date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's Contract Adjustment Date anniversary.

2. **CNG Fuel (see System Chart for %):** The CNG Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CNG Fuel index. For the Annual Cost Adjustment to be effective on the Contract Adjustment Date, the Base or Previous CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent six (6) month period ending two (2) months prior to the date of the contract. The Current CNG Fuel Index will be Henry Hub Natural Gas price per MMBTU for the six (6) month period ending

two (2) months prior to the Contract Adjustment Date. For all subsequent years of the contract the Base or Previous CNG Fuel Index will be the previous year's "Current Index Value", and the Current CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the six-month period ending two (2) months prior to the current year's Contract Adjustment Date anniversary.

3. **Disposal (see System Chart for %):** The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the Camelot Landfill. Contractor certifies that they have secured adequate landfill capacity for disposal of all Town refuse for a minimum of fifteen (15) years. The Contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the Disposal rate changes. The Current Disposal Index will be the Camelot Landfill gate rate in effect on the Effective Date of this Contract. For all subsequent years of this Contract, the Base or Previous Index value will be the previous year's "Current Index Value." In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new landfill. The Town reserves the right to reject the proposed new landfill if it determines that the selected landfill does not serve the Town's best interests. In such a case, the Town may designate an alternative landfill for the Contractor to use

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	68%	56%	0%	74%	88%
CNG Fuel	3%	2%	0%	3%	4%
Disposal	29%	42%	100%	23%	8%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	74%	287.504	298.152	10.648	3.70%	2.74%
CNG Fuel Cost	3%	$3.515	$3.912	$0.397	11.29%	0.34%
Disposal Cost	23%	$32.00	$32.50	$0.50	1.56%	0.36%
Annual Adjustment	100%					3.44%

B. Recycle Revenue Sharing: The Contractor and the Town agree to a minimum revenue share of 60% for the processing of recyclables, with the Town receiving 60% of the revenue generated from the sale of recyclables when the blended commodity values, minus processing costs, result in a net positive number. Per ton rebate cannot exceed $40 per ton. In the event that the blended commodity values minus processing costs result in a negative number, the Town will not be charged for this negative value, and no funds will be due to the Town from the Contractor for such negative commodity value. Any negative values will carry forward and must be brought back to zero before compensation to the Town begins or resumes. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material Contractor will be collecting from the residents. This price is applied based on the table below to determine the overall value of the tonnage collected from Town customers.

Community Waste Disposal
Recycle Revenue Sharing Calculations

Addison

Total Tons Received by CWD (estimated)				400	
Per Ton Processing Fee & Transportation Fee (**Note 1**)				$ 113.27	Adj Annually
Total Processing Fee				$ 45,308.00	

Commodity	Adj Annually Component %	Note 3 Pricing Structure	Note 4 Adjusted Monthly Pubished Value Dollars Per Ton	Total $	Tons
OCC	33.12%	PPI #11 Southwest Hi	$ 50.00	$ 6,624.00	132.48
Mixed Paper	19.97%	PPI Mixed Paper #2 Hi	$ 15.00	$ 1,198.20	79.88
Aluminum	0.90%	SMP - Region 8 Houston High	$ 1,300.00	$ 4,680.00	3.60
Steel/Tin	1.04%	SMP - Region 8 Houston High	$ 120.00	$ 499.20	4.16
PET	2.63%	SMP - Region 8 Houston High	$ 400.00	$ 4,208.00	10.52
HDPE - Natural	0.73%	SMP - Region 8 Houston High	$ 1,500.00	$ 4,380.00	2.92
HDPE - Colored	0.92%	SMP - Region 8 Houston High	$ 100.00	$ 368.00	3.68
Mixed Plastic	0.63%	SMP - Region 8 Houston High	$ 60.00	$ 151.20	2.52
Mixed Glass	10.06%	SMP - Region 8 Houston **(Note 5)**	$ -	$ -	40.24
Residue	30.00%			$ -	120.00
	100.00%		$ 55.27	$ 22,108.60	400.00

Total Gross Recycle Revenue	$ 22,108.60	
Less Total Processing Fees	$ (45,308.00)	
Net Revenue	$ (23,199.40)	
60% City Share of Net Positive Revenue	NA	
Revenue Share Per Ton	-	**Note 2**

NOTE 1 Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
NOTE 2 Per ton rebate cannot exceed $40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.
NOTE 3 SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week
NOTE 4 Published Value Dollars Per Ton as of 9-30-2024
NOTE 5 Published Value Dollars Per Ton includes Index price plus $17.00 per ton transportation.
NOTE 6 Any past deficits must be cleared before Revenue Sharing payments begin

Recyclable Material List:

1. **Loss of Sustainable Market –** If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.

2. **Negative Market Value** – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.

C. Model Recyclable Materials List: If a sustainable market is no longer available for a recycle commodity, the Contractor will inform the Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, the Contractor may petition the Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, Contractor may request a special rate adjustment that would allow the Contractor to continue to recycle the materials

17. Books and Records

Town and Contractor agree to maintain at their respective places of business adequate books and records, including financial records, relating to the performance of their respective duties under the provisions of this Contract and such books and records shall be made available at any time during regular business hours for inspection by the other party or the party's designated

representative, upon reasonable advance notice. The inspecting party shall be responsible for all of their own expenses, including travel and contractual services.

18. Contractor as Independent Contractor of Town

Contractor shall have control over and be solely responsible for the actions of its employees and agents during the performance of services under this Contract. Contractor assures the Town that the actions of Contractor's employees shall be in the best interests of the Town and its citizens. Contractor and its employees and agents are independent contractors of the Town and not employees or agents of the Town.

19. Term

The term of this Contract shall be five (5) years beginning November 1, 2025 through midnight, September 30, 2030, with successive five (5) year renewal terms without further action of either party. Should either party desire not to renew and extend the contract for an additional five-year period, the party shall give written notice to the other party not less than 180 days prior to the expiration of the Contract.

If at any time Contractor shall fail to substantially perform the terms, covenants, or conditions herein set forth, Town shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has breached the terms and provisions of the Contract. Contractor shall be allowed ten (10) days from the date of receipt of notice to remedy any failure to perform and provide written documentation of such remedy. Should the Contractor fail to remedy issues related to the breach of said Contract conditions, the Town may terminate the Contract. The Town further reserves the right to seek any and all other legal remedies in the event of breach of this Contract by Contractor.

20. Notices

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Town, at:

Town of Addison, Texas
5300 Belt Line Road
Dallas, Texas 75254
ATTN: David Gaines, City Manager

If to Contractor, at:

Community Waste Disposal, LP
2010 California Crossing Road
Dallas, TX 75220
ATTN: Jason Roemer, President

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

21. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to Town of a force majeure event within three days of the occurrence of the event, but no later than noon on a missed collection day.

22. Liability Insurance

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverage:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	$1,000,000	$2,000,000
Property Damage	$1,000,000	$2,000,000
Comprehensive Auto Liability Bodily Injury $1,000,000 $1,000,000	$1,000,000	$2,000,000
Comprehensive Auto Liability-Property Damage	$500,000	$1,000,000

All insurance and certificate(s) of insurance shall contain the following provision:

- Name the Town, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

Town reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

23. Indemnity

The Contractor agrees to and does defend, indemnify and hold Town, its city council, officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery

of damages is sought that may arise out of or be occasioned by the Contractor's intentional or negligent breach of any of the terms or provisions of this Contract, or by any other negligent or strictly liable act or omission of the Contractor, its officers, agents, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph will not apply to any liability resulting from the sole negligence or fault of Town, its officers, agents, employees or separate contractors, and in the event of joint and concurring responsibility of the Contractor and Town, responsibility, if any, shall be apportioned comparatively in accordance with the law of the State of Texas, without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, control or otherwise, to any other person or entity.

24. Liquidated Damages

The Contractor understands that providing high-quality, reliable service is essential to this contract and agrees that the harm to the Town caused by a breach of the contract is incapable or difficult of estimation. Contractor agrees that the amount of liquidated damages set forth in this contract is a reasonable forecast of the compensation that would be due to the Town in the event of a breach of the contract and that the imposition of liquidated damages is not punitive in nature, either in design or operation, and that such liquidated damages is an acceptable measure of damages that the parties have stipulated to in advance that may be assessed in the event of a contract breach. The following service failures may result in liquidated damages:

a) **Customer Service Responsiveness**
   - Customers who contact the Contractor by 12:00 pm on the scheduled service day shall receive same-day service.
   - If contacted after 12:00 pm, and the route driver is still in Town, same-day service will apply. If the driver has left Town, service will occur the next scheduled business day.
   - Customers who report issues the day after the scheduled service day will receive same-day service if reported by 12:00 pm, or next scheduled business day service if reported after 12:00 pm.

b) Violation of the Law
   - $500.00 per incident of a violation of any local, State or Federal regulation.

c) **Missed Collections**
   - $50.00 per address when two or more documented missed collections occur within a 90-day period.

d) **Spillage or Leakage Cleanup**
   - $20.00 per incident if the Contractor fails to clean up vehicle-related leakage within 24 hours of notice. Spillage due to resident disposal of prohibited substances (e.g., oils, chemicals, solvents) is excluded, and cleanup costs will be invoiced to the Town upon written request.
   - $100.00 for each incident of failing to maintain vehicles or other equipment in a manner which prevents leaks, spills, odor or other nuisances.

e) **Route Completion Requirement**
   - $150.00 for failing to complete at least 98% of scheduled collections in one day.

f) **Reporting Obligations**

- The Contractor must report all chargeable incidents to the Town within 24 hours.

g) **Cumulative Charges and Cap**
   - Charges are not cumulative beyond a $545.00 daily maximum. No charges will apply if 99% of routes are completed each quarter by 7:00 pm, provided the Contractor notifies the Town of issues on the same day and completes scheduled collections within the day.

h) **Liquidated Damages Threshold**
   - No liquidated damages will apply if missed collections remain below 0.6 per 1,000 service opportunities, averaged over six months.

i) **Annual and Quarterly Charge Limits**
   - Charges shall not exceed $1,126 in any three-month period or $2,252 in any twelve-month period.

j) **Force Majeure Clause**
   - Liquidated damages, penalties, or other charges will not apply if service is impacted by events of Force Majeure as defined in this Contract.

k) **Billing Process**
   - The Town may invoice the Contractor for liquidated damages; however, charges will not be deducted from the Contractor's invoice.

l) **Notification and Response**
   - The Town will notify the Contractor in writing of each service issue as soon as practicable. The Contractor must either resolve the issue or provide a written resolution plan to the Town within 24 hours.

25. Escalated Damages

In the event that service performance quickly deteriorates, the Contractor understands it may be difficult for the above stated Liquidated Damages to effectively compensate the Town for services not rendered. The following Escalated Damages procedures may be implemented to protect the Town's interest in lieu of Liquidated Damages.

a) **Escalated Damages Threshold**
   - Should the missed collections exceed 1.20 per 1,000 service opportunities, averaged over a three (3) month period, all Liquidated Damages and Charge Limits stated in Section 23 above shall double in value

b) **Duration & Cure**
   - Such Escalated Damages shall remain in effect until missed collections go below 1.20 per 1,000 service opportunities averaged over a 7-day period (Contractor Cure), at which time Liquidated Damages would apply.

c) **Reinstatement**
   - If missed collections exceed 1.20 per 1,000 service opportunities over a 7-day period during the subsequent three-months after Contractor Cure, Escalated Damages will be reinstated.

d) **Billing & Force Majeure**
   - The Town may invoice the Contractor for liquidated damages; however, charges will not be deducted from the Contractor's invoice. Escalated Damages, penalties,

or other charges will not apply or be counted toward service performance if service is impacted by events of Force Majeure as defined in this Contract.

26. Severability

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

27. Performance Bond

Contractor agrees that upon the execution of this Contract and before beginning work, it shall make, execute and deliver to the Town a good and sufficient surety bond in a form furnished by the Town, to secure the faithful performance of the terms and conditions herein. Such bond shall be in the amount of Forty Thousand Dollars ($40,000.00) and signed by the president or general officer of Contractor, together with the signature of the corporate secretary and the corporate seal.

28. Venue

Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Dallas County, Texas.

29. Texas Statutory Verifications

The Contractor makes the following representation and verifications to enable the Town to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Contract. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Contractor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Contract shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Contract, notwithstanding anything in this Contract to the contrary.

A. Not a Sanctioned Company. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

B. No Boycott of Israel. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Contract. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

C. No Discrimination Against Firearm Entities. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Contract. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

D. No Boycott of Energy Companies. The Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Contract. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

E. Form 1295. Submitted herewith is a completed Form 1295 in connection with the Contractor's participation in the execution of this Contract generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908, Government Code and the rules promulgated by the TEC (the "Form 1295"). The Town hereby confirms receipt of the Form 1295 from the Contractor, and the Town agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Contractor and the Town understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Contractor; and, neither the Town nor its consultants have verified such information.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned hereto have executed this Contract as of the date first written above.

TOWN OF ADDISON

By: _____
Name: David Gaines
Title: City Manager

ATTEST

By: _____
Name: Valencia Garcia
Title: City Secretary

COMMUNITY WASTE DISPOSAL, L.P.

By: _____
Name: Jason Roemer
Title: President

By: _____
Name: Jarod Huyck
Title: CFO

[ap.10.6.25]

EXHIBIT A

Residential Service Summary

Trash – 2xWeek collection of resident provided containers and/or bags placed Curbside or in Trash Closets. Not all residents use Trash Closets, but all Trash Closets must be checked on each collection date. Bags/boxes must be contained, free of tears and cannot weigh in excess of 50 pounds per bag/box.

Recycle – 1xWeek collection of Contractor provided CWD Polycart or CWD Recycling Bin – all items placed loosely inside the CWD Polycart or Bin. Contractor shall charge residents for replacement / lost / stolen Polycarts or Bins per the rate schedule listed in Exhibit B. There will be no charge if the replacement is due to routine wear and tear of the polycart or bin. Residents will be granted one (1) replacement at no charge during the agreement.

Town Facility Service – Contractor is to provide services, at the established charge, for the facilities / locations listed at the end of Exhibit B. Both parties will mutually agree, in writing, on cost increases or decreases resulting from changes in service frequency, container size or intended use at the Town Facilities currently listed (or added later) in Exhibit B. Contractor shall replace Town Facility dumpsters at the request of the Town, not to exceed once per two (years), unless the replacement is the result of routine wear and tear.

Contractor shall charge the rates in Exhibit B for services performed herein. Note: All rates are shown as per home per month and are net to contractor and are exclusive of Town – additional fees, costs and charges.

Partners Since 2015



Partners Since 2015

Council Meeting Presentation

October 14, 2025

Greg Roemer
CEO

Robert Medigovich
Municipal Coordinator

Partners Since 2015

CWD Presentation

2024 Annual Review

for the
Town of Addison









Residential Services

Trash/Recycling Services November 2, 2015



Addison had 1,841 homes in 2015 and October 2025, 1,912

40 Years CWD
Community Waste Disposal.com
Since 1984

Partners Since 2015

ADDISON

Residential Services – Trash Service

Compressed Natural Gas Vehicles (CNG)



Trash is collected twice a week utilizing a rear load truck. Residents are serviced on Monday and Thursday. All vehicles used in Addison on Monday and Thursday are CNG Vehciles

40 Years CWD
Community Waste Disposal .com
Since 1984

Partners Since 2015

ADDISON

Residential Services

Bulk & Brush Collection



Loose brush and bulk, up to four cubic yards, is picked up once a month.

Partners Since 2015

Residential Services – Recycling

Compressed Natural Gas Vehicles (CNG)





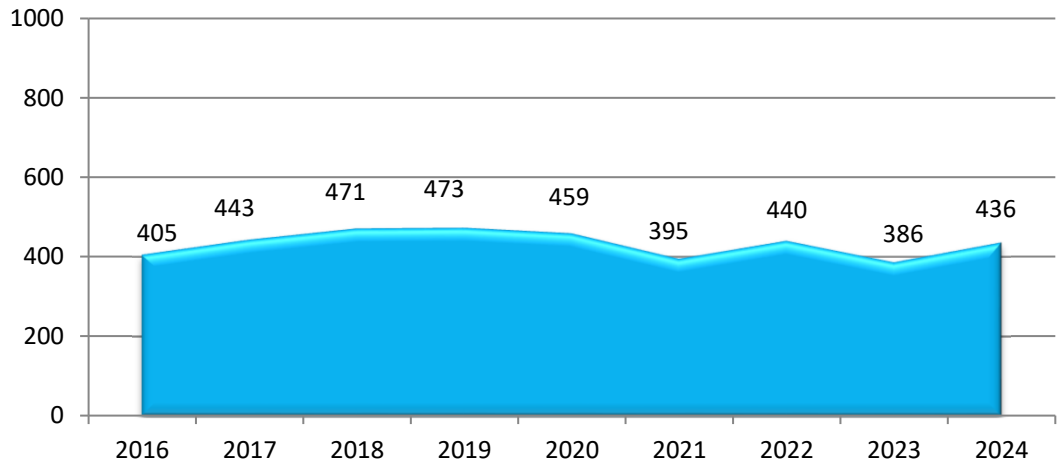


65-gallon recycle carts are serviced weekly, on Mondays, utilizing rear load vehicles.

Partners Since 2015

Addison Residential Recycled Materials

Tons Collected

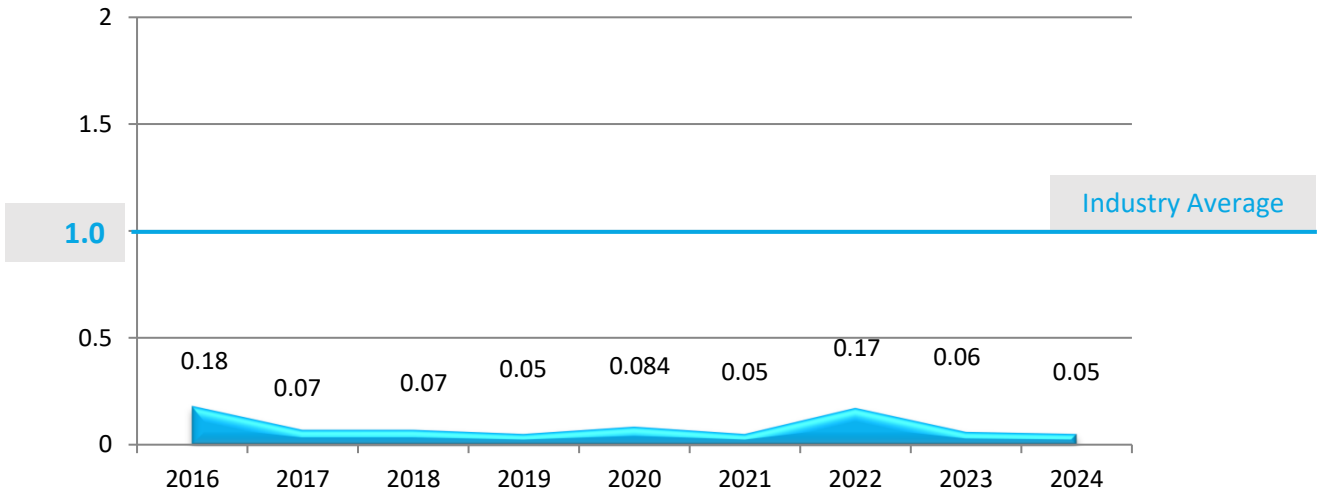


Residents recycled 436 tons of material in 2024.
Addison residents are recycling 38 lbs. Per Home Per Month this is one of the highest recycling rates in North Texas.

Partners Since 2015

Customer Service Inquiries

Per 1,000 Service Opportunities



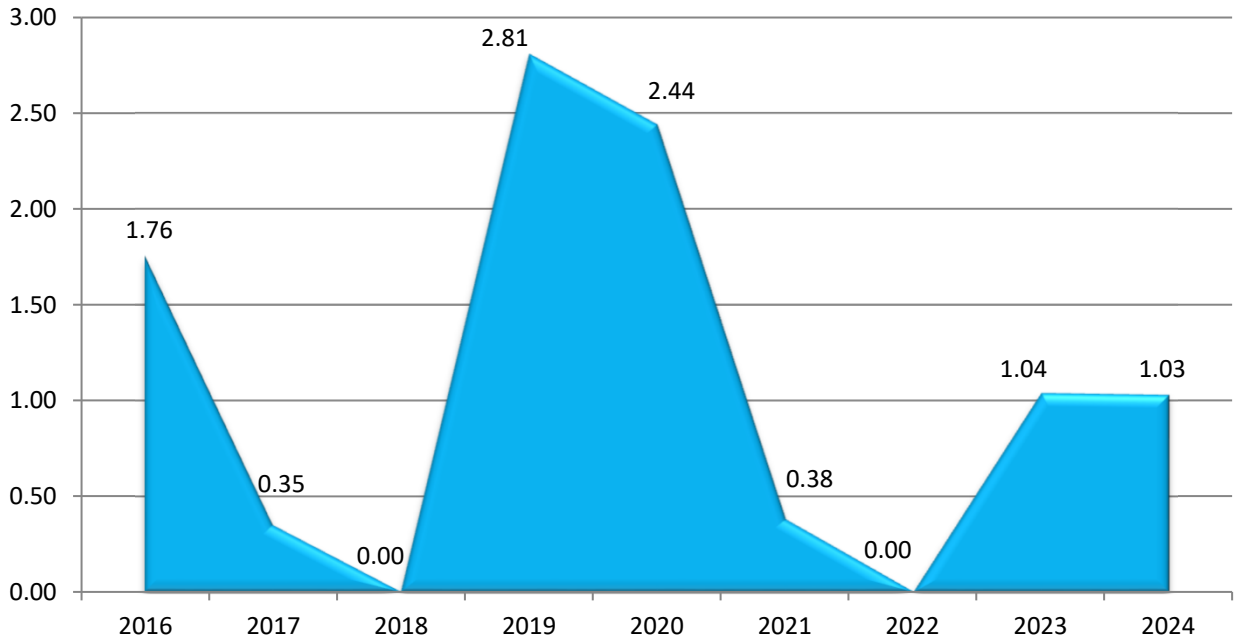
292,402 yearly service opportunities; 16 inquiries

2024 CWD has only 16 service inquiries or 1.3 service inquires per month

Partners Since 2015

Residential Driver Incident

Per 100,000 Service Opportunities



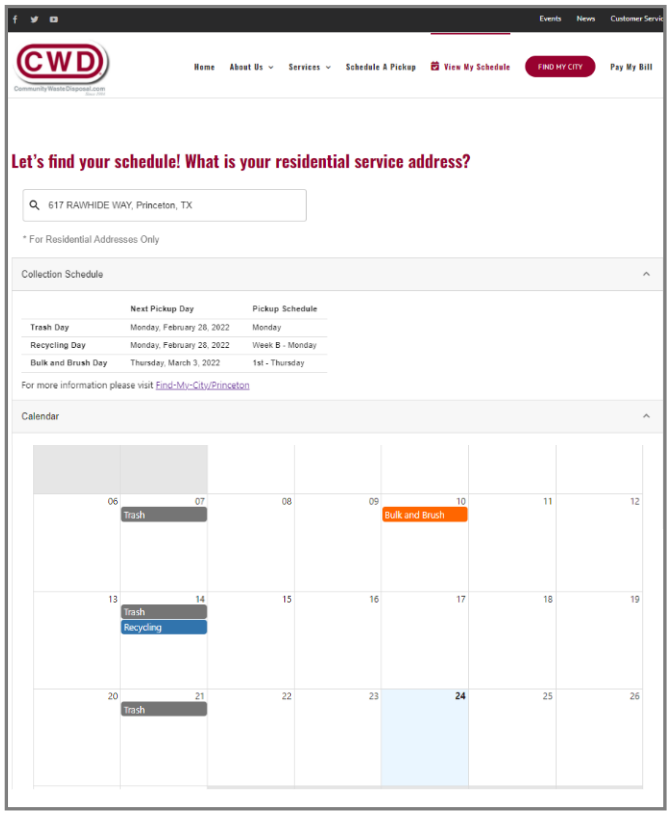
292,402 yearly service opportunities; 3 incidents

Partners Since 2015

Customer Service Technology

CWD Mobile App & Address Search Tool





Easily manage trash and recycling accounts via CWD's mobile app!

Quickly search for address-specific service information via CWD's new "View My Schedule" tool!

40 Years CWD
CommunityWasteDisposal.com
Since 1984

Partners Since 2015

ADDISON

Community Events
Green Event







CWD staff worth with Addison Staff, Geoff Fairchild and Caitynn Aduddell on the 3 Big Community Events and make them “Green Events”. CWD provides all Trash and Recycling at these Events for No Charge.

40 Years CWD
Community Waste Disposal.com
Since 1984

Partners Since 2015

Taste Addison
An Experience for Every Vibe

ADDISON

Community Events
Green Event











Kaboom Town has made this a "Green" Event for the past 10 Years.

40 Years CWD
CommunityWasteDisposal.com

Partners Since 2015

ADDISON

Community Events

Green Event





Solar Eclipse

40 Years CWD
Community Waste Disposal.com
Since 1984

Partners Since 2015

ADDISON

Community Events
Green Event









Addison Oktoberfest has made this a "Green" Event for the past 10 Years.

40 Years CWD
Community Waste Disposal .com
Since 1984

Partners Since 2015

ADDISON

Community Partnership
Town of Addisson – STAR Winner

STAR
State of Texas Alliance for Recycling



Town of Addison has been recognized for their environmental initiatives by State of Texas Alliance for Recycling in 2022

40 Years CWD
CommunityWasteDisposal.com

Partners Since 2015

ADDISON

Community Partnership







CWD staff worked with Town of Addison Staff and gave an Environmental Presentation of Greenhill School for Earth Day in April

40 Years CWD
Community Waste Disposal .com
Since 1984

Partners Since 2015

ADDISON

Community Partnership

Driver Appreciation



Driver Appreciation Luncheon in May – Thanking CWD driver and attended by Town Staff and Mayor and Councilmembers

40 Years CWD
CommunityWasteDisposal.com

Partners Since 2015

ADDISON

CWD Company Update

Site Improvements



1. **CNG Truck Parking Expansion**
   - ✓ January 2024
2. **Transfer Station Expansion**
   - ✓ May 2025
3. **Material Recovery Facility (MRF) Upgrade**
   - • Q1 2026
4. **Maintenance Relocation and Expansion**
   - • Q2 2026

40 Years CWD
CommunityWasteDisposal.com
Since 1984

Partners Since 2015

ADDISON

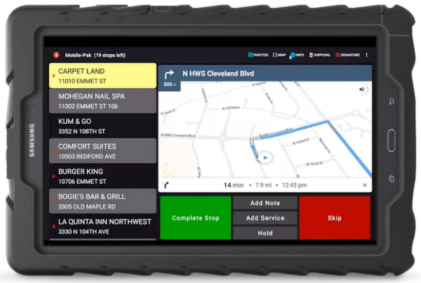
CWD Company Update

Back Office & Equipment Purchases

Back Office Technology

- Q4 2024, CWD signed a new agreement with Soft-Pak to replace existing CRM new and increased functionality in:

1. Route optimization *(new)*
2. Back-office solution *(improved)*
3. Customer portal *(new)*
4. Mobile / In-cab routing *(new)*
5. Fully integrated technology *(new)*



Anticipated go live date – Q4 2025

Equipment Orders

- CWD has 57 collection vehicles on order to arrive by end of 2025
  - All replacement, internal growth, and additional 12 chassis

Partners Since 2015

Saved Resources

Partners Since 2015

The Town of Addison

Recycled 436 Tons in 2024

SAVING:

7,412 Trees

165,680 Gallons of Oil

3,052,000 Gallons of Water

1,439 Yards of Landfill Space

1,787,600 Kilowatt Hours of Electricity

Greening a Generation

Thank You for a Successful Year and the Partnership for the past Decade



Your new Artisan Chair is made from 100% recycled materials.

40 Years CWD
Community Waste Disposal.com
Since 1984

Partners Since 2015

ADDISON

Working Together To Bring You More

40 Years
CWD
CommunityWasteDisposal.com
Since 1984

2025 City Council Regular Meeting **6. c.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Public Safety
Infrastructure Development and Maintenance
Financial Health and Organizational Excellence
Community Engagement

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution creating a Community Bond Advisory Committee for a proposed May 2026 Bond Election; providing for the appointment of Committee members; establishing a charge for the Committee; and providing an effective date.

BACKGROUND:

At the prior Council work session on September 23, 2025, Council provided direction to move ahead with forming a Bond Advisory Committee to consider and make a recommendation to City Council regarding a Police and Courts facility capital project and funding for a potential May 2026 Bond Election.

On Wednesday, September 24th, applications were opened on the Town's website for residents that were interested in serving on the Committee. Applications closed on Tuesday, October 7th. All applications received have been forwarded to City Council for consideration for appointments.

This Resolution for Council consideration would establish and appoint the Committee. The following summarizes the Committee's proposed composition and charge based on discussion from the September 23rd Council Work Session.

- The Committee would have a total of 14 members, with each Council Member appointing two (2) Addison residents.
- The Committee would be charged with making recommendations to the City Council regarding a future capital project to address the Town's aging police and courts facility and the monetary amount of the bond program to be considered by voters during the May 2026 Election. The City Council requests the Committee review and consider the following options and costs for the project:
    1. Remodel the existing police and courts facility or build a new facility at the existing site.
    2. Purchase and remodel a vacant building; or

3. Construct a new police and courts facility on property currently owned by the Town and / or through the acquisition of new property.

- Town staff and consultants would support the Committee, including staff from the City Manager's Office, Finance, Police Department, and General Services.
- Town staff would prepare meeting agendas and materials. Committee meetings are planned to be recorded and made available on the Town's website for viewing.

The tentative Committee meeting schedule is as follows:

- Thursday, October 30, 2025
- Thursday, November 20, 2025
- Thursday, December 4, 2025
- Thursday, January 8, 2026

All meetings would take place during the evening.

FISCAL IMPACT

There is no direct fiscal impact associated with this item. However, if created, the Bond Advisory Committee would consider and make a recommendation to City Council on the proposed project and dollar amounts to be considered by the public in a potential May 2026 Bond Election.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution

Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, CREATING A COMMUNITY BOND ADVISORY COMMITTEE FOR A PROPOSED MAY 2026 BOND ELECTION; PROVIDING FOR THE APPOINTMENT OF COMMITTEE MEMBERS; ESTABLISHING A CHARGE FOR THE COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, public participation in the development of bond programs is essential to the strength and success of such programs; and

WHEREAS, the City Council desires to establish and appoint an advisory committee, entitled the Community Bond Advisory Committee (the "Committee"), that will review and make recommendations to the City Council regarding a future capital project to address the Town's aging police and courts facility (the "Project"), including the possibility of financing the Project through the issuance of bonds approved at a future bond election, targeted for May 2026; and

WHEREAS, the purpose of the Committee will be to receive information about proposed facility options and the estimated costs thereof, and to make recommendations to the City Council concerning a proposed bond program for the Project; and

WHEREAS, the City Council finds that it is in the best interest of the public to establish the Committee for the purposes set forth in this resolution.

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

SECTION 1. Creation of the Committee and Purpose. The City Council hereby creates the Community Bond Advisory Committee to provide input and recommendations regarding the Project to be included in a future bond program election.

The Committee shall make recommendations to the City Council concerning the Project and the monetary amount of the bond program to be considered by the public at the May 2026 election. The City Council requests the Committee to review and consider the following options and costs for the Project:

1. To remodel the existing police and courts facility or build a new facility at the existing site;
2. To purchase and remodel a vacant building; or
3. To construct a new police and courts facility on property currently owned by the Town and/or through the acquisition of new property.

SECTION 2. Committee Membership; Qualifications. The Committee shall be comprised of a total of fourteen (14) residents of the Town of Addison, with each member of the City Council appointing two (2) residents. The Committee shall by majority vote appoint a presiding officer.

SECTION 3. Appointment of Initial Members. The City Council hereby appoints the following fourteen (14) residents to serve as members on the Committee:

Council Member	**Committee Appointees**
Mayor Bruce Arfsten	_____
	_____
Mayor Pro Tem Marlin Willesen	_____
	_____
Deputy Mayor Pro Tem Chris DeFrancisco	_____
	_____
Council Member Howard Freed	_____
	_____
Council Member Darren Gardner	_____
	_____
Council Member Dan Liscio	_____
	_____
Council Member Randy Smith	_____
	_____

SECTION 4. Duration of the Committee. The Committee shall serve as an advisory committee and shall be automatically dissolved upon delivery and the City Council's acceptance of the Committee's final report. The Committee may be terminated or discontinued by the City Council at any other time in the City Council's sole discretion.

SECTION 5. Committee Meetings; Quorum. The Committee will meet at such times and such frequency as determined by the Committee, provided the Committee shall meet as frequently as is necessary to carry out the Committee's purpose. The Committee shall coordinate with the City Manager or their designee to schedule all meetings of the Committee. Eight (8) members of the Committee shall constitute a quorum of the Committee for all purposes. The affirmative vote of a majority of the members present shall be necessary for the Committee to take action or to make a recommendation to the City Council. Meeting agendas shall be prepared by Town staff and provided in advance to members, along with appropriate briefing materials. The Committee is advisory only and is not required to conduct its meetings in conformance with Chapter 551 of the Texas Government Code. Notwithstanding, meeting agendas will be posted on the Town's website and available to the public in conformance with Chapter 551 of the Texas Government Code. Town staff will keep minutes of each meeting and serve as the custodian of records for the Committee.

SECTION 6. 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 ***14th*** day of ***October*** **2025.**

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

Bond Advisory Committee

October 14, 2025 City Council Meeting

Sarah Kuechler, Chief of Staff

Establishing a Bond Committee

- At the prior work session on September 23, 2025, Council provided direction to **proceed with forming a Bond Advisory Committee**
  - To provide input and make a recommendation to Council regarding proposed project and dollar amounts to be considered by the public in a proposed May 2026 election to address the Town's aging Police and Courts facility

- **Proposed Membership**
  - Total of **14 Committee members**
  - Each Council Member appoints 2 Committee members
  - Chairperson selected by the Committee

- **Interested Residents**
  - Staff opened and promoted an application period for interested residents to serve on the Committee on Wednesday, Sept. 24 through Tuesday, Oct. 7

Proposed Bond Committee Charge

- Based upon Council discussion from the Sept. 23 work session, the following charge for the Committee has been drafted:

The Committee shall make recommendations to the City Council concerning the Project and the monetary amount of the bond program to be considered by the public at the May 2026 election. The City Council requests the Committee to review and consider the following options and costs for the Project:

1. To **remodel the existing police and courts facility or build a new facility at the existing site;**
2. To **purchase and remodel a vacant building**; or
3. To **construct a new police and courts facility** on property currently owned by the Town and/or through the acquisition of new property.

Bond Committee Meetings

- **Anticipate 3-4 Committee meetings** addressing the following topics:
  1. *Tentative, Thursday Oct. 30:*
     - Overview of Bond Committee Process
     - Financial Background and Assumptions
     - Overview of Current PD Building and Tour
  2. *Tentative, Thursday Nov. 13:*
     - Review of Needs Assessment and Best Practices for Public Safety Facilities
     - Review Options and Discuss
  3. *Tentative, Thursday Dec. 4:*
     - Review Options and Discuss
     - Committee Discussion and Recommendation
  4. *Tentative, Thursday Jan. 8:*
     - Continued Committee Discussion and Recommendation (if needed)

Summary

- The attached Resolution would form the Committee and provide for appointments to the Committee
  - Council Members to provide the names of their two (2) Committee appointments at the Tuesday, Oct. 14 Council meeting

Questions

Tentative 2026 Bond Election Timeline

October 14, 2025	Consider a Resolution to form a Bond Committee
October 2025 – January 2026	Bond Committee Meetings • Anticipate 3-4 meetings, including tour of current Police and Courts facility
January 2026	Present Bond Committee Recommendation to City Council
February 2026	City Council calls May 2026 Election • A May 2026 Bond Election would need to be called by February 13, 2026
April 2026	Early Voting Begins
May 2026	Election Day on Saturday, May 2, 2026

2025 City Council Regular Meeting **6. d.**

Meeting Date: 10/14/2025
Department: City Manager
Key Focus Areas: Public Safety
Infrastructure Development and Maintenance

AGENDA CAPTION:

Present, discuss and consider action on a Resolution approving an amendment to the Professional Services Agreement between the Town and GFF Design Architects dated January 7, 2025 to include Additional Service Proposal No. 1 for planning and design services for the Police and Courts Facility Project in an amount not to exceed $68,400.00, authorizing the City Manager to execute the amendment, and providing an effective date.

BACKGROUND:

RFQ Selection Process and Professional Services Agreement

In October 2024, staff sent out a Request for Qualifications (RFQ) to solicit proposals from qualified firms to conduct a needs and site assessment for a new Police and Courts building, including assessing space needs for both current day and a 20-year horizon; performing a site assessment of the current Police and Courts site and alternative site assessments, evaluating construction options on those sites, and estimating construction costs.

Ten (10) responses to the RFQ were received in November 2024. A staff committee reviewed and scored the responses based upon evaluation criteria including the firm's general profile, professional qualifications of proposed team members, the relative project experience, supplemental information, and references. Based upon the evaluation, a recommendation was made to award the scope of work for professional services to GFF Design in a not-to-exceed amount of $49,000.00. Staff executed this agreement in January 2025 following the prior direction from City Council in May 2024 to proceed with planning for a new Police and Courts facility.

Council Direction and Proposed Amendment for Additional Services

During the May 6, 2025 Council Work Session, staff presented the findings of GFF Design's assessment regarding the space needs, site, and estimated costs. Based on the increased costs and added complexity of decisions to construct a new Police and Courts facility, Council directed staff to plan for a bond election, rather than issue certificates of obligation, and begin development of a Bond Advisory Committee to further vet the project, options, and costs.

During the September 23, 2025 Council Work Session, Council directed staff to proceed with the creation of a Bond Advisory Committee. Consideration of a Resolution creating and appointing the Committee is scheduled for the October 14, 2025 Regular City Council Meeting. The proposed charge for the Committee includes reviewing various options for a capital project for the Police and Courts facility. To assist the Committee with evaluating the listed options, including the site planning, design elements for a PD facility, and cost estimations, and to prepare and attend the Committee meetings with staff, GFF Design submitted a proposal for the additional services in a not-to-exceed amount of $68,400.00.

In addition to GFF Design, staff intends to engage a construction project management firm to review the proposed options and validate programmatic construction cost estimates, conceptual master project schedules, conceptual construction phasing plans, and comprehensive owner's development budget.

FISCAL IMPACT

The following represents the Town's costs with GFF Design for this project.

Professional Services Agreement Scope (dated 1/7/2025)	$49,000.00
Additional Service Proposal No. 1	$68,400.00
Total:	$117,400.00

For the Additional Services Proposal No. 1, the total not-to-exceed amount of $68,400 is broken down into 3 parts:

1) $48,100 as the base additional services
2) $19,500 for supplemental services for structural and MEP assessments of the existing Police and Courts building to evaluate remodeling and modifying the facility, and
3) $800 for reimbursable allowances

RECOMMENDATION

Staff recommends approval.

Attachments

Presentation - Additional Service Proposal 1 (GFF Design)
Resolution - Additional Service Proposal 1 (GFF Design)
Agreement with GFF Design (01-07-2025)

Planning and Design Services
Police and Courts Facility Project

October 14, 2025 City Council Meeting

Bill Hawley, Director of General Services

Selection Process

- A Request for Qualifications (RFQ) was released in October 2024 to solicit proposals from qualified firms to conduct a needs and site assessment for a new Police and Courts building. This included:
  - Space needs assessment for both current-day and a 20-year horizon.
  - Site assessment of the current Police and Courts building site and alternative site assessments
  - Evaluation of construction options and costs on those sites.
  - 10 responses received in November 2024.
- Responses were reviewed and scored by a staff committee.
  - Evaluation criteria included the firm's general profile, professional qualifications of proposed team members, relative project experience, supplemental information, and references.
- Based on the evaluation, staff recommended and awarded an agreement to GFF Design in January 2025 in a not-to-exceed amount of $49,000.

Professional Services

- The findings of GFF Design's assessment including space needs and site assessment were presented to Council during the May 6, 2025 Work Session.
  - Based on increased costs and added complexity of decisions to construct a new Police and Courts facility, Council directed staff to plan for a bond election, rather than issue certificates of obligation, and begin development of a Bond Advisory Committee to further vet the project, options, and costs.

- During the September 23, 2025 Council Work Session, Council directed staff to create a Bond Advisory Committee.
  - The proposed charge for the Committee includes reviewing various capital project options for the Police and Courts facility.
  - To assist the Committee with planning and evaluating the listed options, GFF Design submitted an additional services proposal in a not-to-exceed amount of $68,400.00.

Additional Service Proposal

- This Resolution considers approval of Additional Service Proposal No. 1 with GFF Design in a total not-to-exceed amount of $68,400.00
  - Services include:
    - Space program verification
    - Site master planning for each option
    - Bond Committee meeting presentations and support
    - Cost estimate support
    - Assessment of the existing building's structural and MEP systems

Questions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND GFF ARCHITECTS DATED JANUARY 7, 2025 TO INCLUDE ADDITIONAL SERVICE PROPOSAL NO. 1 FOR PLANNING AND DESIGN SERVICES FOR THE POLICE AND COURTS FACILITY PROJECT IN AN AMOUNT NOT TO EXCEED $68,400; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to authorize an amendment to the professional services agreement with GFF Design to include the additional scope of services set forth in Additional Service Proposal No. 1, attached hereto as Exhibit A, for the Town's police and courts facility project.

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

SECTION 1. The City Council hereby approves an amendment to the professional services agreement with GFF Design dated January 7, 2025 for the Town's police and courts facility project to include the services set forth in the Additional Service Proposal #1 in an amount not-to-exceed of $68,400, a copy of which is attached to this Resolution as Exhibit A. The City Manager is hereby authorized to execute the amendment and such other contract documents as may be necessary to effectuate the same.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the ***14th*** day of ***October 2025.***

TOWN OF ADDISON, TEXAS

_____
Bruce Arfsten, Mayor

ATTEST:

_____
Valencia Garcia, City Secretary

EXHIBIT A

GFFdesign

Dallas
3030 Nowitzki Way — Suite 400
Dallas, Texas 75219
214 303 1500

Fort Worth
1701 River Run — Suite 800
Fort Worth, Texas 76107
817 303 1500

Austin
114 West 7th Street — Suite 200
Austin, Texas 78701
512 807 0433

ADDITIONAL SERVICE PROPOSAL #01
ADDISON POLICE DEPARTMENT & MUNICIPAL COURT
BOND COMMITTEE PLANNING SUPPORT

Date: September 30, 2025

To: TJ Smetzer
Assistant Police Chief
Town of Addison
(972) 450-7195
tsmetzer@addisontx.gov

From: Jason Cave, AIA

Additional Service will be added to the base project number as line item 25005.01

This work will be performed as an *additional service* to our prime agreement, dated January 7, 2025, with the Town of Addison and as such shall be subject to the terms stated within that agreement.

SCOPE OF SERVICES:

Space Program Verification

- Verify and finalize the Space Program based on comments provided from the town stakeholder group and the Bond Committee.
    - The program document will continue to be maintained and updated throughout the duration of the Bond Committee planning process.

Site Master Planning Options

- The Bond Committee is considering three potential sites for the future facility:
    1. The first site is the existing police and Court building located on Airport Parkway. Our team will study an option of scraping the existing site and building new on that site as well as renovating the current facility.
    2. The second potential location is an existing office building.
    3. The third potential site is known as the “gravel lot site” located along Addison Road near Addison Circle Park.
- GFF will provide site plan graphics to support potential test fit options on each site. Staff and public parking count validations and test fits will be done as well.
- The owner will need to weigh in on potential temporary accommodations for the police & court departments if the current site is to be used for the new facility.
- Security demarcations and egress paths will be considered as part of the overall master plan.
- Departmental floor plans will be developed for the final, selected scheme to help further illustrate departmental flow and organization.

Bond Committee Meeting Presentations

- Bond Committee Meeting Presentations
    - GFF will plan to present to the Bond Committee the results of our space needs assessment verification and site master plan options. We will be available throughout each meeting to answer questions and provide clarifications as needed.
    - Our team will also develop custom exhibits as needed to help explain the details of each space or room to the Bond Committee.
- GFF will attend project tours as needed with the Bond Committee to help explain design elements that help support law enforcement and court best practices.

Cost Estimate Support

- GFF will provide up to three cost estimate packages (one for each option) to support a third-party construction cost estimate, provided by the owner. Each package will include exhibits and narratives sufficient to allow a cost estimator to develop a conceptual cost estimate.

SUPPLEMENTAL SERVICES (OPTIONAL)

The following services are anticipated only if the town believes that renovating the existing Police & Court building is a viable path forward. If so, we believe further investigation of the existing building's structural and MEP systems are warranted.

Structural System Assessment

- Our Structural Engineer consultant will investigate the existing Police & Court building to determine the condition of the facility's structural system and to make recommendations on possible remediation or reinforcement as required by the proposed modifications to the facility.

MEP System Assessment

- Our MEP Engineer consultant will investigate the existing Police & Court building to determine the condition of the facility's MEP systems and to make recommendations on possible remediation or replacement of systems as required by the proposed modifications to the facility.

PROPOSED FEE:

- *Professional Fees*

We propose to perform our work as a fixed fee:

Basic Services		
Space Program verification, Site Master planning Options, Bond Committee Meeting Presentations & Cost Estimate Support	GFF + 720 Design	$48,100
Supplemental Services (Optional)		
Structural Assessment	KMV	$9,500
MEP Assessment	MEPCE	$10,000
TOTAL ADD SERVICE FEE		**$67,600**

- *Reimbursable Expenses:*

The allowance below is a not-to-exceed amount for project-related costs incurred such as: printing, deliveries, travel to and from project site, plots, taxes on goods or services, and other reimbursable expenses as authorized in writing by the owner.

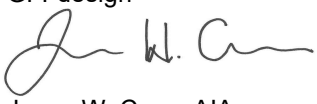
Reimbursable Allowance: $800.00

The fees shown here do not include services related to consultants other than those listed. These fees are separate and in addition to the fees charges for the work completed to date.

If this proposal is acceptable, please sign and return one (1) copy to my office, which shall serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by GFF and accepted by you, this shall also constitute acceptance of this proposal.

We are pleased to have this opportunity to continue our service with you. Please do not hesitate to call if you have any questions and/or require additional information.

Sincerely,
GFFdesign



Jason W. Cave, AIA
Associate Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Maria Gomez, AIA LEED AP
Garrett Barker, AIA

ACKNOWLEDGED AND APPROVED:

_____ _____
Signature Date

_____
Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

GFFdesign

Dallas
3030 Nowitzki Way — Suite 400
Dallas, Texas 75219
214 303 1500

Fort Worth
1701 River Run — Suite 800
Fort Worth, Texas 76107
817 303 1500

Austin
114 West 7th Street — Suite 200
Austin, Texas 78701
512 807 0433

January 7, 2025

TJ Smetzer
Assistant Police Chief
Town of Addison
(972) 450-7195 |
tsmetzer@addisontx.gov

RE: PROFESSIONAL SERVICES PROPOSAL FOR TOWN OF ADDISON POLICE & COURT SPACE NEEDS ASSESSMENT AND MASTER PLAN

Thank you for the opportunity to submit a fixed fee design proposal for the above referenced project. We understand that the Town of Addison ("Owner") would like GFF Architects ("GFF") to provide space needs assessment and master planning services for the Addison Police Department & Municipal Court. The project may be located on the current Police Station site or another site, of the town's choosing, may be utilized. The GFF team will provide great service throughout the duration of this project, and we hope this can become one of many successful teaming arrangements between GFF and the Town of Addison. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The current Addison Police Department and Municipal Court reside in a building originally contrasted in the 1970s. Both departments have outgrown this facility, and the town would like to plan for a new facility that meets recognized best practices for both departments.
- The current facility is located on a roughly 3-acre site located at the northwest corner of the intersection between Addison Road and Airport Parkway.
- The logistics of expanding or building new on the current site are complex and will require carful though if they are to be implemented successfully. If a new suitable site can be found, the town may choose to plan the new facility on it and allow the police and court to remain in their current facility until construction is complete on the new facility.
- The Town of Addison is roughly 4.4 square miles in total. Most of the land in town is fully developed. As such, the police department anticipates a mostly stable police force size over the next 20 years. This means that minimal growth is anticipated, and the new facility therefore is not anticipated to need much additional room for expansion.
- The Police Department and Municipal Court will provide current and future staffing projections for use during the programming phase of this study.
- The town expects the all-in project cost to be in the range of $35M - $40M.

PROJECT TEAM:

Town's Team:	
TJ Smetzer	Assistant Chief of Police
Blake Potts	Police Lieutenant
720 Design	**Public Safety Consultant**
Don Wertzberger	Principal
Riddle & Goodnight	**Cost Estimator**
Mark Goodnight	Principal
GFF Architects, Inc.	**Architect**
Jason Cave, AIA	Project Manager
Blake Thames, AIA	Project Designer
Garrett Barker, AIA	Project Architect

SCOPE OF SERVICES:

Space Needs Assessment

- Develop an architectural space program with the town that reflects the needs of the Police Department and Municipal Court based on a 20-year time horizon.
    - The needs assessment shall identify space for people, vehicles and things.
    - Parking needs will be identified including space for specialty vehicles.
    - A new firing rang will need to be accommodated as well.

Site Master Plan and Conceptual Design

- The current Police & Court site will be studied to determine the best configuration for a new facility. If needed, additional new sites will be evaluated as well.
    - Consideration will need to be given to the best location for different functions within the department.
    - The Town will need to weigh in on potential temporary accommodations for the police & court departments if the current site is to be used for the new facility.
    - Security demarcations and egress paths will be considered as part of the overall master plan.

- Develop a conceptual design for the project, that ties into the existing building design. Deliverables include:
    - Site Plan including parking layouts and ingress/egress.
    - Floor Plan(s) including departmental adjacencies, circulation and building entries.
    - 3D Renderings developed in-house.

Project Budget

- Construction Cost Estimate
    - The town is looking for guidance as to the most cost-effective strategy to implement.
    - Our cost estimator will provide construction cost estimates of the scope and options developed in the master plan.
- Our team will develop an “all-in” Project Budget for the complete scope of the master plan as well as specific phases identified by the town.

DELIVERABLE:

- GFF will deliver a digital PDF and up to (8) printed copies of the final report in 11” x 17” format to the Owner at the completion of the study.

Exclusions from Architect’s Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner in order to complete the project.

- Tree survey
- Off-site street ROW alterations and improvements
- Off-site utility engineering, including storm water utilities.
- Hydrologic and hydraulic analysis, including streams and flood plains.
- Subsurface utility engineering (SUE)
- Waters of the United States delineation
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Energy modeling and utility bill estimates
- Preparation of systems life cycle cost analysis (LCA)
- Intrusion detection systems design
- Food service consulting
- Fueling systems and canopies
- Professional models and renderings produced out-of-house.
- Virtual reality animation modeling and rendering

PROJECT SCHEDULE:

The design team anticipates a 16-week project schedule with a goal to deliver the completed study by April/ May timeframe. A more detailed milestone schedule will be developed in with the Owner.

REIMBURSABLE EXPENSES:

The allowance below is a not-to-exceed amount for project-related costs incurred such as: printing, deliveries, travel to and from project site, plots, taxes on goods or services, and other reimbursable expenses as authorized in writing by the owner.

Reimbursable Allowance:	$1,000.00

FEES:

We propose to perform this work for a fixed sum as follows:

Space Needs Assessment, Master Planning and Concept Design.	$48,000.00
Total Fees and Reimbursable Allowance	**$49,000.00**

Additional Services or modifications to the project scope or professional services beyond this proposal shall be authorized in writing by the Owner.

ADDITIONAL SERVICES:

Additional services not included in Basic Services, will be billed monthly as charges are incurred. We propose to perform this work on an hourly basis at the following rates:

Principals:	$345 – $405/ hour depending on the individual
Other Staff:	2.95 x Direct Personnel Expense

OTHER PROVISIONS:

- "Work", as used therein and further in relation to the Architect's Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.

- The Owner has or will retain, via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substances. As such, the Architect shall consider the building and site free of hazardous substances for the purpose of performing its work.

- Design, coordination and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, the lender or any other entity is by others.

- GFF shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project, including pre-construction.

- In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations, and work-in-progress modifications. By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction time.

- This proposal is based on all buildings being designed, documented, permitted, and constructed at the same time. Should Owner elect to proceed with the project in phases, GFF can provide that as an additional service.

- In the event GFF is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner's consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.

- Services regarding trenching operations are not included as part of this agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, and observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.

- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.

- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE OWNER AGREES TO LIMIT ARCHITECT'S LIABILITY DUE TO ACTS, ERRORS OR OMISSIONS ALLEGED IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN TORT OR CONTRACT, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT SHALL NOT EXCEED THREE TIMES THE ARCHITECT'S FEE PAID BY OWNER FOR SERVICES RENDERED ON THIS PROJECT.

- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.

- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

- The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

- The following are not included as a Basic Service: the design of a structurally-suspended slab, tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security.

- Owner has or will provide a site-specific geotechnical report for the site for our use in designing the structural systems for the buildings. Should the report indicate a structured or suspended floor slab is required, GFF and its Consultants can provide that design as an additional service.

- Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement.

- Payment shall be due within 30 days from the date of the invoice (Net 30). All invoices that remain unpaid after 30 days will be assessed a service charge of 1.25% per month, compounded monthly. Architect will stop work if any payment becomes more than 60 days past due and will resume work only upon receipt of payment for all past due amounts.

- Services related to the incorporation of environmentally responsible design including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless so designated herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications.

- Upon completion, the Architect may, at its option, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (179D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the "Designer" of the Project by completing an allocation form (that Architect will provide) and shall allow the Architect's independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project's HVAC, interior lighting and/or building envelope systems.

- If, at the Owner's request, the Architect's Work is delayed by more than 60 cumulative days, the Architect's compensation may be adjusted accordingly as agreed upon by the Parties in writing.

- This proposal shall be valid for a period of up to 60 days from the date of the proposal.

If this proposal is acceptable, please sign and return one (1) copy to my office, to signify your acceptance, which shall also serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by Architect and accepted by you, this shall also constitute acceptance of this proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,
GFF ARCHITECTS

Jason W. Cave, AIA
Associate Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Allison Hubbard, MBA
Maria Gomez, AIA LEED AP

ACKNOWLEDGED AND APPROVED:

Hamid Khaleghipour — 01-07-2025

Signature — Date

Hamid Khaleghipour / Executive Director

Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.