



Addison City Council Meeting

April 14, 2026

Addison Town Hall
15600 Addison Road
Addison, Texas 75001

**AMENDED 4/15 at 10:36 AM - Addition of Council Q&A document to
WS Item #3a (Council Q&A)**

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 Work Session Room 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. **Closed Meeting.** The Addison City Council will enter a Closed Meeting pursuant to Texas Government Code Sections 551-071 through 090 to discuss the following item(s):
 - a. Pursuant to Section 551.087 (1) and (2) Deliberation Regarding Economic Development Negotiations - to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:
 - Project Radiance

- b. Pursuant to Section 551.087 (1) and (2) Deliberation Regarding Economic Development Negotiations - to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:
 - Project Red River
 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 festivals and events to be produced before October 1, 2026.
 - b. Present and discuss the Town-observed holidays and the operational status of Town facilities in observance of these dates, including any proposed modifications to facility closures, with associated fiscal impact.
-

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.
 - c. Recognize Judge Larry Dwight for forty years of service with the Town of Addison.
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 March 24, 2026 Regular City Council Meeting.
- b. Consider action on a Resolution approving a Project Specific Agreement pursuant to the master agreement governing the Major Capital Improvement Program (MCIP) adopted between the Town of Addison and Dallas County for transportation improvement projects; providing for the approval of MCIP Project 20302 including capital improvements to Airport Parkway Revitalization, including capital improvements to the roadway and intersections along Airport Parkway from Addison Road to Dallas Parkway, providing for joint funding from Dallas County for the project, authorizing the City Manager to execute the agreement for the receipt of funding an amount not to exceed \$500,000.
- c. Consider action on a Resolution approving the purchase of Technical Rescue Gear (TRG) from Casco Industries, Inc. through Buyboard Contract #698-23, in an amount not to exceed \$67,346.35; authorizing the City Manager to execute the purchase order; and providing an effective date.

5. **Items for Individual Consideration.**

- a. Present, discuss, and consider action on an Ordinance of the Town of Addison, Texas amending Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance) of the Code of Ordinances of the Town by adding Section 2-351(j) providing for Addison Orbit transit fees.
- b. Present, discuss, and consider action on a Resolution approving the purchase of one (1) E-One 6x6 Titan Airport Rescue Firefighting (ARFF) apparatus and one (1) ARFF Rapid Intervention Vehicle (RIV) from Metro Fire Apparatus Specialist, Inc., through Sourcewell contract #113021-RVG-1 and HGAC contract #FS12-23 in an amount not to exceed \$1,471,791.00; authorizing the City Manager to execute the purchase order; and providing an effective date.
- c. Present, discuss, and consider action on the adoption of the Pedestrian Toolbox and Crossing Treatment Guidelines.
- d. Present, discuss, and consider action on a Resolution revising and approving the City Council's Rules and Procedures and providing an effective date.

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

threat to public health and safety in Addison that has arisen since posting this agenda.

7. **Adjourn Meeting.**

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

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

Posted by: Valencia Garcia, City Secretary

Date posted: April 8, 2026 Time posted: 4:27 PM

Date removed from bulletin board: _____

Removed by: _____

City Council Regular Meeting

3. a.

Meeting Date: 04/14/2026

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.

Attachments

Answers to Council Questions - April 14, 2026



Answers to Council Questions – April 14, 2026

Work Session

Item #6b. Present and discuss the Town-observed holidays and the operational status of Town facilities in observance of these dates, including any proposed modifications to facility closures, with associated fiscal impact.

Question 1: What are our comparator cities doing with holiday operations for similar facilities, and what do their usage levels and staffing models look like (including whether those hours are well-utilized or subsidized)?

Response: Of our comparator cities, most have multiple recreation centers and/or outdoor pools, while only a few have a facility similar to The Addison, such as a performing arts center.

Most cities' recreation centers are either fully or partially operational on Martin Luther King, Jr. Day, Labor Day, Independence Day, and/or Memorial Day. The outdoor pools are typically open on Martin Luther King, Jr. Day, Labor Day, and/or Memorial Day.

For the few cities who have performing arts centers, most are closed during holidays.

Please note that this data is based off survey responses and limited publicly available information such as posted calendars. If attendance and operations are believed to be lessened with the holiday, operations are typically limited to minimum staffing levels only.

Staff reached out to the City of Carrollton on their holiday operations for recreation centers and the answer varies. For major holidays (Christmas, Thanksgiving, etc.) they close due to historically low turnout. For others (Memorial Day, Labor Day, etc.) they stay open. No noticeably significant difference in attendance on those days. While they may lose some regulars to a 3-day weekend trip, it's made up by new people looking for something to do on a day off. Staffing levels remain the same; regular vs holiday.

Consent

Item #4c. Consider action on a Resolution approving the purchase of Technical Rescue Gear (TRG) from Casco Industries, Inc. through Buyboard Contract #698-23, in an amount not to exceed \$67,346.35; authorizing the City Manager to execute the purchase order; and providing an effective date.

Question 1: What is the expected replacement cycle?

Response: The Technical Rescue Gear (TRG) will be replaced on a 5 to 10-year cycle,



Answers to Council Questions – April 14, 2026

depending on the level of use and overall wear and tear. Equipment is routinely inspected, and any gear showing signs of damage or degradation will be removed from service and replaced as needed to ensure safety and operational readiness.

Question 2: Is this a one-time purchase or the start of a recurring replacement schedule?

Response: This purchase marks the start of a recurring replacement schedule. TRG will be replaced as needed based on usage and overall wear and tear. The department does not anticipate another large, one-time purchase. Instead, replacements will be managed incrementally and absorbed into the annual operating budget.

Question 3: Did staff validate cooperative pricing against recent comparable pricing?

Response: Yes, staff validated the cooperative pricing against recent comparable rates. Staff must review pricing to ensure it is competitive, and the selected vendor must participate in the BuyBoard cooperative purchasing program, which further supports competitive and compliant pricing.

City Council Regular Meeting

4. a.

Meeting Date: 04/14/2026

Department: City Manager

AGENDA CAPTION:

Pursuant to Section 551.087 (1) and (2) Deliberation Regarding Economic Development Negotiations - to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Project Radiance

BACKGROUND:

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Information only.

City Council Regular Meeting

4. b.

Meeting Date: 04/14/2026

Department: City Manager

AGENDA CAPTION:

Pursuant to Section 551.087 (1) and (2) Deliberation Regarding Economic Development Negotiations - to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Project Red River

BACKGROUND:

N/A

FISCAL IMPACT

N/A

RECOMMENDATION

Information only.

City Council Regular Meeting

6. a.

Meeting Date: 04/14/2026

Department: Special Events

Key Focus Areas: Vibrant and Active Community

AGENDA CAPTION:

Present and discuss the festivals and events to be produced before October 1, 2026.

BACKGROUND:

At the February 24, 2026 Work Session, staff shared a high-level overview of several concepts to be produced over the course of an entire calendar year. Staff received feedback from Council and will bring forward all concepts with associated expenditure and revenue during the budget workshop for approval.

Staff will present and discuss all festivals and events that will be produced through the end of the current fiscal year to include:

- Kick It – in Addison (June)
- America250 (June / July)
- Addison Kaboom Town! (July)
- Addison Oktoberfest (September)

FISCAL IMPACT

All of the above festivals were approved in the FY2026 budget.

RECOMMENDATION

Information only.

Attachments

Presentation - FY26 Special Events Preview

Special Events Preview

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

April 14, 2026

Abby Morales, Director of Special Events & Theatre

- At the February 24, 2026 Work Session:
 - Staff provided a high-level overview of year-round concepts to support our Addison restaurants.
 - Staff received feedback from Council and will bring forward concepts with revenue/expenditure opportunities through the FY2027 budget process for consideration and approval.
- Staff will highlight the festivals and events that will be produced through the end of the current fiscal year that were approved for FY2026.

Q2: April - June Festivals & Events

ADDISON

3rd ANNUAL taste on the Tarmac

You are cordially invited to
an elevated tasting experience.

APRIL 2, 2026

6:00p - 8:00p | Galaxy FBO - Addison Airport

TICKETS: \$75



metrocrest services



CHAMBERLAIN'S
STEAK & FISH

Yelibelly Chocolates

KICK IT IN ADDISON

FREE
EVENT!

OPENING
WEEKEND

JUNE 11 - 14

THURSDAY, JUNE 11
GOALLLLLLLAZZO!

FRIDAY, JUNE 12
AMERICA250

SATURDAY, JUNE 13
SOCCER SATURDAY

SUNDAY, JUNE 14
FUTBOL SUNDAY

WATCH PARTIES MUSIC ■ FOOD TRUCKS ■ GAMES
GIANT VIDEO SCREEN WILL BE UP JUNE 11 - 27

THURSDAY
ALL DAY
FUTBOL!

THURSDAY, JUNE 18
THURSDAY, JUNE 25

WORK-PLAY
FRI-YAY!

FRIDAY, JUNE 19
USA plays at 2pm!

ADDISON CIRCLE PARK
4970 Addison Cir, Addison, TX 75001
Scan for complete schedule of activities.



ADDISON



TEXAS
AMERICA
250

3rd ANNUAL
taste
— on the —
Tarmac

You are cordially invited to
an elevated tasting experience.

APRIL 2, 2026

6:00p - 8:00p | Galaxy FBO - Addison Airport

TICKETS: \$75



3rd Annual!

- Our Why
- Community Impact
- Future Culinary Leaders
 - CFBISD
 - Dallas ISD
 - Plano ISD
- Culinary Celebrities
 - Chocolatier Yeli Marshall
 - Chef Richard Chamberlain

KICK IT IN ADDISON

FREE
EVENT!

OPENING
WEEKEND

JUNE 11 - 14

THURSDAY, JUNE 11
GOALLLLLLLAZZO!

FRIDAY, JUNE 12
AMERICA250

SATURDAY, JUNE 13
SOCCER SATURDAY

SUNDAY, JUNE 14
FUTBOL SUNDAY

WATCH PARTIES GIANT VIDEO SCREEN WILL BE UP JUNE 11 - 27
MUSIC • FOOD TRUCKS • GAMES

THURSDAY
ALL DAY
FUTBOL!

THURSDAY, JUNE 18
THURSDAY, JUNE 25

WORK-PLAY
FRI-YAY!

FRIDAY, JUNE 19
USA plays at 2pm!

ADDISON CIRCLE PARK
4970 Addison Cir, Addison, TX 75001
Scan for complete schedule of activities.



ADDISON

Addison welcomes the world to Kick It with us!

ACTIVATIONS:

- Opening weekend watch party festival – themed days to include music, food & games!
- Followed by Thursday Night Futbol from 6pm – 9pm.
- 17 days of watch party fun.
- Select themed days with additional activities.

FREE Admission, no gates, activations around the park, screen in the ellipse.



ACTIVATIONS:

- Happy 250th Birthday, USA!
- Texas America250 Traveling Exhibit
- Patriotic Pergola
- Sidewalk Story: 1776 – 2026
- Patriotic Postcard
- Our Hometown Heroes



Q3: July - September Festivals & Events

ADDISON





- America250 components
- Addison Airport Airshow
- Fireworks!
- Main Stage
- Kaboom Saloon VIP Area
- Kaboom Balloons & Face Toons
- Patriotic Playground
- Lady Liberty Bar
- Uncle Sam Jam – Silent Disco
- Christmas in July Elf Market
- Freedom Field

Q3: September

ADDISON



- Prost Y'all!
- Texas Festivals Exhibit – Austin, TX
- Corporate Night
- Sunday Hund Day

CONCEPTS IN THE WORKS:

- Rodeo!
- Texas Brew Master Integration
- People's Choice Texas Bier Competition

Questions

City Council Regular Meeting

6. b.

Meeting Date: 04/14/2026

Department: Human Resources

Key Focus Areas: Financial Health and Organizational Excellence

AGENDA CAPTION:

Present and discuss the Town-observed holidays and the operational status of Town facilities in observance of these dates, including any proposed modifications to facility closures, with associated fiscal impact.

BACKGROUND:

The Town's approach to observed holidays and the operational status of its facilities has evolved in response to a combination of organizational priorities, employee needs, and community expectations. Historically, the Town has maintained a schedule of paid holidays for eligible employees, with the specific dates and observance protocols established in the Town's Employee Handbook. These policies provide for paid holidays for introductory, regular full-time, and regular part-time employees, and outline procedures for holiday scheduling, compensation for employees required to work on holidays, and eligibility criteria. Holidays falling on weekends are typically observed on the nearest weekday, and special provisions exist for employees in essential services, such as public safety, who may be required to work during holidays.

2026 Town-Observed Holidays:

- New Year's Day — Thursday, January 1
- Martin Luther King, Jr. Day — Monday, January 19
- Memorial Day — Monday, May 25
- Juneteenth National Independence Day — Friday, June 19
- Independence Day — Friday, July 3
- Labor Day — Monday, September 7
- Veterans Day — Wednesday, November 11
- Thanksgiving Day — Thursday, November 26
- Friday After Thanksgiving — Friday, November 27
- Christmas Eve — Thursday, December 24
- Christmas Day — Friday, December 25

Additionally, employees receive a birthday holiday to be taken within the fiscal year (October 1-September 30).

The operational status of Town facilities during observed holidays is managed in accordance with established policies and is communicated to the public through official channels. Facility closures and modified service schedules are coordinated to ensure continuity of essential services while providing employees with the opportunity to observe designated holidays. Adjustments to facility operations are also informed by community needs and the Town's commitment to customer service.

Additionally, the Town's approach to holiday observance is periodically revisited in the context of annual budget development, strategic planning, and Council direction. This ensures that the holiday schedule and associated facility operations remain responsive to organizational goals, fiscal considerations, and the needs of both employees and the community.

FISCAL IMPACT

The financial impact to the requested changes in facility operations includes the overtime cost with benefits to staff the facilities.

Non-Exempt Personnel Costs

Addison Athletic Club - \$4,514.40

The Addison - \$720.00

Total \$5,234.40

RECOMMENDATION

Staff is seeking Council direction on how to proceed with the requested change to facility operations on Town-observed holidays.

Attachments

Presentation - Facility Operations on Town Holidays

Town Holidays: Addison Athletic Club & The Addison

April 14, 2026

Ashley Wake, Director of Human Resources



ADDISON

Mayor Pro-Tempore Marlin Willesen and Council Member Howard Freed requested consideration of changing the operational status at the Addison Athletic Club and / or The Addison on the **below Town holidays**.

2026 Town Holidays List

- Thursday, January 1 – New Year’s Day
- Monday, January 19 – Martin Luther King, Jr. Day
- Monday, May 25 – Memorial Day
- Friday, June 19 – Juneteenth National Independence Day
- **Friday, July 3 – Independence Day (AAC-half day)**
- **Monday, September 7 – Labor Day (AAC)**
- **Wednesday, November 11 – Veterans Day (AAC)**
- Thursday, November 26 – Thanksgiving Day
- **Friday, November 27 – Friday After Thanksgiving (AAC + The Addison)**
- **Thursday, December 24 – Christmas Eve (AAC-half day)**
- Friday, December 25 – Christmas Day

Of the Town's 13 comparator cities:

- Most cities' **recreation centers** are open on Martin Luther King, Jr. Day, Labor Day, Independence Day, and / or Memorial Day.
- Limited cities' **recreation centers** are open the day after Thanksgiving.
- Of the few cities who have **performing arts centers**, most are closed on city-observed holidays.

Current Practice & Consideration

Addison Athletic Club

Town Holiday	Current Practice	Consideration
Friday, July 3 – Independence Day	2026 - closed since it falls on Town Holiday.	Open half-day (morning)
Monday, September 7 – Labor Day	Indoor facility closed, outdoor pool open.	Open all day
Wednesday, November 11 – Veterans Day	Entire facility closed	Open all day
Friday, November 27 – Friday After Thanksgiving	Entire facility closed	Open all day
Thursday, December 24 – Christmas Eve	Entire facility closed	Open half-day (morning)

The Addison

Town Holiday	Current Practice	Consideration
Friday, November 27 – Friday After Thanksgiving	Closed unless performance booked	Open all day

Consideration – Financial Impact

Town Holiday	Non-Exempt Personnel Costs		
	Addison Athletic Club	The Addison	Total
Friday, July 3 – Independence Day (half-day)	\$564.30	-	\$564.30
Monday, September 7 – Labor Day	\$1,128.60	-	\$1,128.60
Wednesday, November 11 – Veterans Day	\$1,128.60	-	\$1,128.60
Friday, November 27 – Friday After Thanksgiving	\$1,128.60	\$720.00	\$1,848.60
Thursday, December 24 – Christmas Eve (half-day)	\$564.30	-	\$564.30
Total	\$4,514.40	\$720.00	\$5,234.40



****Thanksgiving week provides a needed break ahead of December at The Addison coverage, resulting in 51 weeks a year being available for use / rent.***

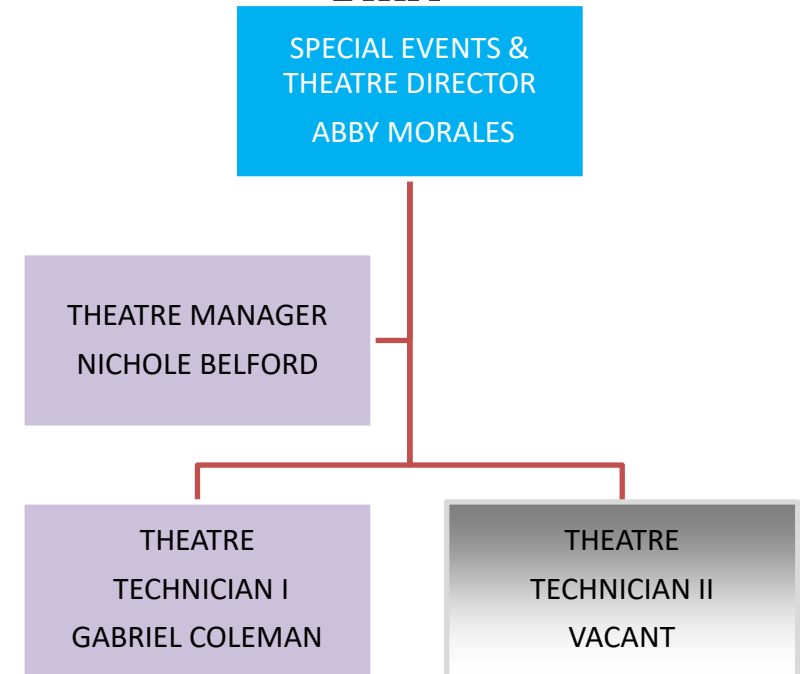
OPERATIONS

FACILITY	
AVAILABLE FOR USE/RENTAL:	51 WEEKS A YEAR*
	7 DAYS A WEEK
HOURS:	11:00 a.m. – 11:00 p.m.
TOTAL WEEKLY HOURS:	84
CLOSED:	All Town Observed Holidays – <i>Note: Town Holidays may be included in rental periods as a 'dark' day with no activity in the space.</i>

SUMMARY:

- At least 1 Town staff must be in the facility with any group for liability & safety.
- 2 FTE are covering 84 operating hours.
- Special Events is available to cover 40 hours a week for the vacancy (Su, M, Tu, W & Sa).
 - *The SE team is not technically skilled to assist with production and performances (e.g. lights, sound, equipment use, etc.). As a result, many of these days require one or both Theatre team members.*
- Theatre team takes Monday off to provide some schedule consistency – SE solely covers the facility on this day.

STAFF



- Staff is seeking direction from Council on how to proceed with the requested change to facility operations on Town-observed holidays.

Questions

City Council Regular Meeting

2. a.

Meeting Date: 04/14/2026

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.

City Council Regular Meeting

2. b.

Meeting Date: 04/14/2026

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.

City Council Regular Meeting

2. c.

Meeting Date: 04/14/2026

Department: City Manager

AGENDA CAPTION:

Recognize Judge Larry Dwight for forty years of service with the Town of Addison.

BACKGROUND:

Judge Larry Dwight will be recognized for his forty years of service to the Town.

FISCAL IMPACT

N/A

RECOMMENDATION

N/A

City Council Regular Meeting

4. a.

Meeting Date: 04/14/2026

Department: City Secretary

AGENDA CAPTION:

Consider action on the Minutes from the March 24, 2026 Regular City Council Meeting.

BACKGROUND:

The Minutes from the March 24, 2026 Regular City Council Meeting have been prepared for consideration.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval.

Attachments

Minutes - March 24, 2026 Regular City Council Meeting

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

March 24, 2026

Addison Town Hall
15600 Addison Road, Addison, TX 75001
2:00 PM Work Session – Town Hall Work Session Room
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 Town Hall Work Session Room at 2:00 PM.

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

Mayor Arfsten called the meeting to order in the Town Hall Work Session Room at 2:06 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 speak during the Public Comment period.

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 2:11 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 Sections 551.076 and 551.089 to deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.
 - b. Pursuant to Texas Government Code § 551.071 (Consultation with Attorney), to receive legal advice from the Town's legal counsel regarding the General Mobility Program (GMP) Interlocal Agreement proposed by DART and matters related to the DART election in May.
 - c. Pursuant to Sections 551.071(2) and 551.087 to discuss the evaluation of proposals received in response to the Town's Request for Proposals (RFP No. 26-114) for mobility and transit services, including the review of the proposals submitted and negotiation of a contract with the one or more vendors.
 - d. ***POSTPONED*** Pursuant to Section 551.087 (1) and (2) Deliberation Regarding Economic Development Negotiations - to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:
 - Project Red River

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.

Mayor Arfsten convened the City Council into Open Meeting at 5:54 PM with the decision to postpone Closed Meeting Item #4d to a future City Council Meeting. No action was taken as a result of the Closed Meeting.

Mayor Arfsten transitioned into the Work Session Reports with the decision to postpone Work Session Reports Items #6a, #6d, and #6e to a future City Council Meeting.

6. **Work Session Reports.**
 - a. **Present and discuss the Planning and Zoning Commission Annual Report for calendar year 2025.**
[Planning & Zoning Commission Chair, Denise Fansler]

This item was postponed to a future City Council Meeting.

- b. **Present and discuss a recap of the 2025 Rental and Lodging Registration Program.**

[Assistant Director of Neighborhood Services, Ray Mendez]

Assistant Director of Neighborhood Services Ray Mendez presented a recap of the Town's 2025 Rental and Lodging Registration Program.

On November 12, 2024, City Council adopted Ordinance No. O24-062 creating the Rental and Lodging Registration Program. The purpose of this program is to promote healthy and safe conditions for all rental properties including single-family, multi-family and hotel/motel properties throughout the Town of Addison.

Program implementation began on January 1, 2025, with a registration deadline of March 1, 2025. Inspections of all registered properties began once a registration application was received and associated fees were paid. Property inspections were an important component of the program, as most of these properties had not had any type of inspection since their initial construction, issuance of a Certificate of Occupancy, or complaint-based inspections.

Now that the Town has completed the first-year implementation of this program, staff presented a recap of results and lessons learned in terms of challenges with the initial registration process, inspection scheduling process, and data tracking. Additionally, staff discussed process improvements that are currently underway, enhanced outreach, and refinements to data tracking to assist with future program enhancements and policy decisions.

City Council Direction: No specific feedback was requested. This update was provided for informational purposes only.

c. **Present and discuss adding a public safety component to the Rental & Lodging Registration Program for multi-family properties.**

[Addison Chief of Police, Chris Freis]

Addison Police Chief Chris Freis presented an update on the addition of a public safety component to the Town's Rental & Lodging Registration Program for multi-family properties.

At the direction of Council, staff researched ways to improve safety and security at multi-family properties and to hold property owners accountable for meeting reasonable standards for their properties and tenants. Staff identified model policies and provided a high-level overview of the two that staff believe could meet the Council's mandate. Each model approaches the issue in a slightly different manner. Staff requests more specific guidance on the program's mission and metrics for success.

Once direction is provided, staff will provide more detailed calculations of the specific model chosen, how it could be implemented, and the estimated impact in Addison.

Public Safety Component for Multi-Family Properties Model #1:

- Based off of the City of Carrollton's Apartment Crime Reduction Program.
- Only calculates events that result in an offense or arrest report being generated by the police department.

- Staff would calculate the Apartment Crime Index by dividing the total number of reportable events by the total number of dwelling units for the property.
- Staff would also calculate a City Crime Index by dividing the total number of reportable events in the city by the number of housing units in the city.
- Any property with an Apartment Crime Index above the City Crime Index would be subject to additional requirements and oversight.

Public Safety Component for Multi-Family Properties Model #2:

- Based off of the City of Dallas' model.
- Relies heavily on offenses listed in Ch. 125 of the Texas Civil Practice & Remedies Code (CPRC).
- Declares a property as a Habitual Criminal Property if:
 - Five or more “abatable criminal activities” (the offenses listed in Ch. 125 of the CPRC) within a 12-month period, and
 - Persons have historically committed abatable criminal activities (according to recent data) at this property.
- If declared a Habitual Criminal Property, it will be subject to oversight and improvements.

Staff requested direction from Council on which option they prefer staff to pursue, along with any other feedback on this component of the program.

City Council Direction: Council directed the City Manager to bring forth a model recommendation from the Police Department for the Council to review and discuss.

- d. **Present and discuss the Pedestrian Toolbox and Crossing Treatment Guidelines including the recommendation of the tools to be used along with the process, projects to be completed and a status update of ongoing projects or completed projects.**

[Director of Public Works & Engineering, Becky Diviney]

This item was postponed to a future City Council Meeting.

- e. **Present and discuss Addison Airport FY 2026 Q1 Year to Date Report.**

[Addison Airport Director, Jaime Edrosa]

This item was postponed to a future City Council Meeting.

Mayor Arfsten closed the Work Session at 6:48 PM.

COUNCIL MEETING

Mayor Arfsten convened the City Council Meeting at 7:02 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 Airport Director Jaime Edrosa introduced Addison Airport Assistant Director Bill Dyer.

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:

- Daniel Smith, 5018 Parkview Place – asked that the Town provide more data on the economic impact of being a part of DART instead of only focusing on the costs of being a member city to better understand the return on investment.
- Jack Gerrits, 17118 Knots Landing – asked how Addison's size and population equates to the kinds of service DART provides as Addison is unique and is not comparable to the other DART member cities, noting that the Town's DART membership should be reconsidered in favor of a lower-cost provider.
- Schnell Blanton, 17072 Knots Landing – stated that a decision to leave DART in favor of micro transit would trade the Town's future for a temporary convenience, noting that this move would effectively close the Town off from the rest of the metroplex.
- Mary Reed, 3778 Vitruvian Way – expressed her hope that voters will make an informed, well-researched decision regarding DART that is based on rational criteria rather than personal preference as many people rely on DART for transportation to and from Addison.
- Chuck Green, 14974 Trafalgar Court – questioned where the future funds for alternative transportation will come from beyond the pilot program this year and how this service would be sustained while paying off DART debt and balancing other Town needs, noting that transportation is not a one-time project.
- Fran Powell, 14796 Lochnivar Court – asked if any potential transit vendors offer senior rates like DART does, what fares would be, and who would keep the revenue. Ms. Powell also questioned how the Town would pay for private transit while still paying off debt from DART.
- Tom Braun, 14616 Lexus Avenue – expressed concern regarding the selected transit vendor's ability to implement a comprehensive marketing outreach, noting the transit marketing campaign would overlap with early voting and that this could conflict with

laws that may restrict the Town's ability to conduct this outreach.

- Dave Collins, 14668 Wayside Court – expressed concern that there is misinformation circulating regarding a transition to a different transportation system, noting that it could be a better model, more flexible, and less expensive than DART.
- Beth Henderson, 3780 Waterside Court – expressed concern that the two potential vendors' wait time for paratransit may be higher than DART's current timing and that the same service from both vendors may not perform as well as DART's.
- Tyler Wright, 15725 Artist Way – stated that Addison is undervaluing the business DART brings into Addison as riders come and go and noted that it would be a missed opportunity for the growth of the future Addison Junction development.
- Ron Whitehead, 3919 Bobbin Lane – questioned if the Town's investment in the Addison Junction development makes sense if DART service, especially at Addison's station for buses and the Silver Line, emphasizing the importance of the Silver Line that is now operational after 43 years of pursuit to make it a reality.
- Tricia Stuart, 15755 Seabolt – asked the Council and citizens to not accept just one narrative on Town issues and encouraged them to hear both sides in order to make an informed decision.
- Patric Morgan, 14501 Montfort Drive, Dallas – asked if the Town would still commit to an alternative transportation vendor even if they raise their prices in future years, noting that Arlington experiences a price increase each year under their contract with Via.
- Kathryn Walsh, 930 East 15th Street, Plano – asked if the Town or vendor has written consent from DART to integrate Addison Orbit into Go Pass as the Go Pass app is DART's intellectual property.
- Al Cioffi, 14867 Towne Lake Circle – expressed that the potential utilization of Via for transit services in Addison should be a supplement to DART service rather than a replacement as DART connects Addison to the larger DFW region.

The following citizen submitted a written public comment which was acknowledged during the public comment period but not read aloud. The written comment is attached to the Minutes.

- Richard Badgett, 4975 Addison Circle – expressed the importance of DART to Addison's residents and regular DART riders, noting that proposed replacements for DART are not adequate.

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 March 10, 2026 Regular City Council Meeting.**
- b. **Ordinance No. O26-013: Consider action on an Ordinance repealing Chapter 86 (Vehicles for Hire) of the Code of Ordinances for the Town of Addison.**
- c. **Ordinance No. O26-014: Consider action on an Ordinance amending Chapter 54, Article I (In General) of the Code of Ordinances of the Town of Addison by**

repealing and replacing Section 54-1 to include definitions and repealing and replacing Section 54-2 to prohibit camping and sleeping in certain places.

- d. **Ordinance No. O26-015: Consider action on an Ordinance amending Chapter 78, Article IV (Stopping, Standing, and Parking) of the Code of Ordinances of the Town of Addison by adding Section 78-181, Regulating Parking at Certain Municipal Buildings.**
- e. ***POSTPONED* Consider action on a Resolution approving an agreement with Sunbelt Pools for the re-surfacing of the decorative fountain basins at Addison Circle Park in an amount not to exceed \$292,675 and establishing a total construction budget of \$296,000; authorizing the City Manager to execute the agreement and provide an effective date.**
- f. **Resolution No. R26-023: Consider action on a Resolution authorizing and ratifying emergency expenditures for Engineered Materials Arrestor System (EMAS) repair services in an amount not to exceed \$112,173.00 and providing an effective date.**

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

5. Individual Consideration.

a. **Resolution No. R26-024: Present, discuss, and consider action on a Resolution approving an agreement with Via Transportation Inc. for on-demand micro-transit and paratransit services in an amount not to exceed \$935,495 for an initial six (6) month term, with an option to renew the agreement for an additional one (1) year term; authorizing the City Manager to negotiate and execute the agreement; and providing an effective date.**

[Deputy City Manager, Ashley Shroyer]

At its January 27, 2026 Regular City Council Meeting, the Council approved Ordinance No. O26-005 calling and ordering a special election to withdraw from Dallas Area Rapid Transit (DART) to be held in May 2026. In preparation for a possible withdrawal from DART, staff has continued work on alternative transit options for Council consideration and feedback. During a Work Session at the February 10, 2026 Regular City Council Meeting, staff reviewed existing DART services, DART's service area, and information on what transit options other Texas cities are utilizing. The Council was asked to provide staff with direction regarding various transit components to continue their work.

Based on the Council's direction, staff identified the following components which served as the criteria utilized to develop a Request for Proposals (RFP) for mobility services should Addison residents vote to withdraw from DART in May.

- Maintaining paratransit service.
- Providing reliable local circulation within Addison.

- Establishing efficient connections to nearby transit hubs.
- Defining reasonable wait times and hours of operation.
- Ensuring services are easy to schedule and use through clear technology platforms such as mobile apps and phone options.
- Consideration of options that support businesses and entertainment districts

During a Work Session at the March 10, 2026 Regular City Council Meeting, the Council received proposal presentations from Circuit and Via. Council directed staff to work with Via and bring back a contract for consideration at the March 24, 2026 Regular City Council meeting. As part of the negotiations, the following requirements were added:

- An average wait time not to exceed 12 minutes.
- Six rally points
 - Knoll Trail
 - Verde Valley/Noel
 - Trinity Mills/Addison
 - Belt Line/Venture
 - Spring Valley/Montfort
 - Midway/Alpha
 - Optional – Downtown Carrollton Station
- Driver wait time for passengers should not exceed 5 minutes.
- Type of vehicles
 - VW ID Bus
- Door-to-door service for residential.

A proposed budget amendment to the FY26 Adopted Budget would increase expenditures in the Streets Self-Funded Projects Fund by \$935,495 to appropriate funds for transit services. This would result in a decrease to the budgeted ending fund balance of \$935,495.

Mayor Arfsten closed the Open Meeting to convene the City Council into Closed Meeting at 9:22 PM to discuss Individual Consideration Item #5a.

Mayor Arfsten convened the City Council back into Open Meeting at 9:47 PM.

MOTION: Mayor Pro-Tempore Willesen moved to approve Resolution No. R26-024 approving an agreement with Via Transportation for on-demand micro-transit and paratransit services in an amount not to exceed \$872,231 instead of the original amount of \$935,495. Council Member Freed seconded the motion. Motion carried 6-1 with Deputy Mayor Pro-Tempore DeFrancisco voting against.

b. Ordinance No. O26-016: Present, discuss, and consider action on an Ordinance to amend the Town's annual budget for the fiscal year ending September 30, 2026.

[Chief Financial Officer, Steven Glickman]

The Fiscal Year (FY) 2026 Budget was adopted by the City Council on September 9, 2025. This is the second amendment to the FY2026 Town of Addison annual budget.

At the March 10, 2026, City Council Work Session, the Council received proposals for transit services should voters elect to exit membership in DART in May. This budget amendment adds an appropriation for transit services in the Streets Self-Funded Projects Fund for FY 2026.

Fund	Impact on Budgeted Expenditures	Impact on Budgeted Revenues	Impact on Fund Balance
Streets Self-Funded Projects Fund	\$935,495	\$-	\$(935,495)
Total	\$935,495	\$-	\$(935,495)

Expenditures in the Streets Self-Funded Projects Fund will be increased by \$935,495, resulting in a decrease to the budgeted ending fund balance of \$935,495. After the budget amendment, the ending fund balance of the Streets Self-Funded Projects Fund is projected to be \$4,264,315.

MOTION: Mayor Pro-Tempore Willesen moved to approve Ordinance No. O26-016 amending the Town’s FY26 Budget in the amount of \$872,231 instead of the original amount of \$935,495. Council Member Smith seconded the motion. Motion carried 6-1 with Deputy Mayor Pro-Tempore DeFrancisco voting against.

c. Resolution No: R26-025: Present, discuss, and consider action on a Resolution approving a professional services agreement with Kimley Horn and Associates for the Addison Junction public infrastructure design in an amount not to exceed \$2,349,425; and authorizing the City Manager to execute the agreement.

[Director of Public Works & Engineering, Becky Diviney]

The Town of Addison has identified the area surrounding the Addison Transit Center as a priority for the Addison Junction development project. The goal of the project is to encourage mixed-use, walkable, high-density development that supports public transit use, enhances economic vitality, and improves the quality of life for residents and visitors. The project aligns with the Town’s Comprehensive Plan and regional mobility objectives.

The Town publicly advertised Request for Qualifications (RFQ) 26-01 for professional engineering services in Fall 2025, resulting in submissions from 125 firms. A selection committee comprised of Town staff thoroughly reviewed and graded all submissions based on established criteria such as relevant experience, technical competence, and project understanding. The most qualified firms were then shortlisted for the Town’s use. Following this process, the Town entered into negotiations with a qualified firm to reach a fair and reasonable price for the specific work described in the RFQ.

To advance this initiative, the Town issued a Request for Proposals (RFP) to four firms seeking qualified professional planning and engineering design services for the Addison Junction

development. Two proposals were received. After a competitive review process, Kimley Horn Associates was selected based on their experience with development planning and engineering design, urban design, stakeholder engagement, and market analysis.

Professional engineering design and planning services to be provided under the agreement include:

- Project Management and Pre-Design Part 1
- Civil Infrastructure Design Part 2 (Package 1)
- Streetscape/Landscape/Parks Design Part 3 (Package 2)

A breakdown of these items can be found in Exhibit A of the Professional Services Agreement. The Professional Service Agreement is for an amount not to exceed \$2,349,425. The Addison Junction development project will be funded through several different funding sources including the Utility, Stormwater and General Funds.

MOTION: Council Member Gardner moved to approve Resolution No. R26-025 approving a professional services agreement with Kimley Horn and Associates for the Addison Junction public infrastructure design. Council Member Liscio seconded the motion. Motion carried unanimously.

d. Resolution No. R26-026: Present, discuss, and consider action on a Resolution approving a purchase agreement between the Town of Addison and Advanced Security Technologies LLC for the MVB3X Modular Vehicle Barriers and authorizing the City Manager to execute the purchase in an amount not to exceed \$99,934.

[Director of Public Works & Engineering, Becky Diviney]

Prior to 2024, the Town of Addison used various traffic control methods for special events ranging from simple wooden barriers to steel barricades and traffic cones. However, these served only as visual deterrents. Recent training and national events highlighted deficiencies in protection against vehicle attacks and crowd management during emergency evacuations. The US Department of Homeland Security SAFETY Act Designated MVB3X Modular Vehicle Barrier design is a crash-tested and certified modular anti-ramming barrier system designed to prevent inadvertent or intentional vehicle strikes into crowded spaces. The barrier system requires no tools or equipment to set up, and the barriers are easily moved in seconds by one person for emergency vehicles.

The Addison Police Department has secured a Justice Assistance Grant for \$100,000 for the purchase of these barriers. The total cost of this purchase is not to exceed \$99,934. Funding for this agreement will come from the Justice Assistance Grant.

The Town procured this item through Sourcewell purchasing cooperative. Sourcewell provides cooperative purchasing services to the U.S. Military, state and local governments, and higher and primary education. They streamline the procurement process by developing national, competitive solicitations that best meet the needs of participating agencies.

MOTION: Council Member Gardner moved to approve Resolution No. R26-026 approving a purchase agreement with Advanced Security Technologies for MVB3X Modular Vehicle Barriers. Deputy Mayor Pro-Tempore DeFrancisco seconded the motion. Motion carried unanimously.

e. **Resolution No. R26-027: Present, discuss, and consider action on a Resolution approving a rental agreement between the Town of Addison and Advanced Security Technologies LLC for the rental of MVB3X Modular Vehicle Barriers for the 2026 special event season; and authorizing the City Manager to execute the agreement in an amount not to exceed \$91,650.**

[Director of Public Works & Engineering, Becky Diviney]

Prior to 2024, the Town of Addison used various traffic control methods for special events ranging from simple wooden barriers to steel barricades and traffic cones. However, these served only as visual deterrents. Recent training and national events highlighted deficiencies in protection against vehicle attacks and crowd management during emergency evacuations. The US Department of Homeland Security SAFETY Act Designated MVB3X Modular Vehicle Barrier design is a crash-tested and certified modular anti-ramming barrier system designed to prevent inadvertent or intentional vehicle strikes into crowded spaces. The barrier system requires no tools or equipment to set up, and the individual barriers are easily moved in seconds by one person for emergency vehicles.

For the 2026 special event season, the Town will be renting barriers for the following events:

- Kaboom Town! - 40 barriers at a cost of \$50,800.
- Oktoberfest - 30 barriers at a cost of \$40,850.

The total cost of this rental agreement is not to exceed \$91,650. Funding for this rental agreement will come from the Hotel Fund.

MOTION: Council Member Gardner moved to approve Resolution No. R26-027 approving a rental agreement with Advanced Security Technologies for MVB3X Modular Vehicle Barriers for the 2026 special event season. Council Member Liscio seconded the motion. Motion carried unanimously.

f. **Present, discuss, and consider action on a Resolution revising and approving the City Council's Rules and Procedures and providing an effective date.**

[City Secretary, Valencia Garcia]

This item was postponed to a future City Council Meeting.

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

7. Adjourn Meeting.

There being no further business to come before the City Council, Mayor Arfsten adjourned the meeting at 10:28 PM.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

City Council Public Comment Form

Submitted on 24 March 2026, 5:51PM
Receipt number 125
Related form version 13

Acknowledged

Meeting Date 03/24/2026

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: None of the proposed replacements for DART are serious. To say they're not serious is giving them far too much credit. They're insulting. At one point the city website said we were investigating autonomous vehicles and flying cars. Don't insult our intelligence. There is no real plan to replace DART, and I won't hazard a guess as to why the city council has decided something so important isn't worth taking seriously, but it's evident that this simply doesn't matter to several of you. It matters a great deal to Addison's residents and the people who take DART to and from work every day.

Name Richard Badgett

Street 4975 addison cir apt 4130

City addison

State tx

Zip 75001

Phone Number

Email

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

City Council Regular Meeting

4. b.

Meeting Date: 04/14/2026

Department: Public Works

Key Focus Areas: Infrastructure Development and Maintenance

AGENDA CAPTION:

Consider action on a Resolution approving a Project Specific Agreement pursuant to the master agreement governing the Major Capital Improvement Program (MCIP) adopted between the Town of Addison and Dallas County for transportation improvement projects; providing for the approval of MCIP Project 20302 including capital improvements to Airport Parkway Revitalization, including capital improvements to the roadway and intersections along Airport Parkway from Addison Road to Dallas Parkway, providing for joint funding from Dallas County for the project, authorizing the City Manager to execute the agreement for the receipt of funding an amount not to exceed \$500,000.

BACKGROUND:

This item would authorize the City Manager to execute a Project Specific Agreement (PSA) with Dallas County to use an amount of \$500,000 of Dallas County funds for eligible improvements to Airport Parkway.

In January 2021, Council approved a Master Agreement with Dallas County for the Major Capital Improvement Program (MCIP). The MCIP allows the Town to enter into subsequent PSAs with Dallas County. Dallas County approved the Master Agreement via Commissioners Court Order 2021-0494 in May 2021.

The PSA scope for Airport Parkway Revitalization (MCIP 20302) consists of approximately 2,300 feet (0.44 miles) of roadway reconstruction along Airport Parkway from Addison Road to Dallas Parkway. The project will upgrade the existing 16-foot-wide, two-lane asphalt roadway to a three-lane concrete pavement roadway (two 11-foot travel lanes and a 12-foot center turn lane), add 5 foot-wide paver sidewalks on both sides, and install new water and sanitary sewer lines. This project will also include storm drainage, traffic signal, pedestrian ramps, illumination, signage, pavement markings, irrigation, landscaping, and driveway replacement. The Town is designated as the Lead Agency and will provide the Project Manager for this work.

Under the terms of the PSA, Dallas County would provide total funding in an amount not to exceed \$500,000 to be used for eligible construction costs. The amount committed by the County is reduced by \$25,000 to cover the County's in-house project delivery costs that include but are not limited to:

- Design costs
- Preliminary scoping and research,
- Preliminary design services,
- Design review,
- Site inspection; and
- Preliminary utility coordination.

The total amount of eligible funds the Town anticipates receiving after Dallas County's in-house delivery costs is \$475,000.

FISCAL IMPACT

Approval of this item authorizes the execution of a PSA with Dallas County for the Airport Parkway Revitalization Project. Dallas County will contribute up to \$500,000 total in Major Capital Improvement Program (MCIP) funding toward eligible construction costs.

Of this amount, \$25,000 will be retained by Dallas County for in-house project delivery and administrative costs, resulting in an anticipated net reimbursement to the Town of \$475,000.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - MCIP PSA for Airport Parkway (Dallas County)

MCIP Master Agreement - Dallas County

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A PROJECT SPECIFIC AGREEMENT PURSUANT TO THE MASTER AGREEMENT GOVERNING THE MAJOR CAPITAL IMPROVEMENT PROGRAM (MCIP) ADOPTED BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY FOR TRANSPORTATION IMPROVEMENT PROJECTS; PROVIDING FOR THE APPROVAL OF MCIP PROJECT 20302 FOR AIRPORT PARKWAY REVITALIZATION, INCLUDING CAPTIAL IMPROVEMENTS TO THE ROADWAY AND INTERSECTIONS ALONG AIRPORT PARKWAY FROM ADDISON ROAD TO DALLAS PARKWAY; PROVIDING FOR JOINT FUNDING FROM DALLAS COUNTY FOR THE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison (“Town”) and Dallas County entered into a Master Agreement on May 18, 2021, for the purpose of administering projects related to transportation improvements on the Town’s roads inside Dallas County; and

WHEREAS, the Town and Dallas County desire to execute a project specific agreement for the purpose of constructing transportation improvements along Airport Parkway pursuant to Dallas County’s Major Capital Improvement Program (“MCIP”), project number 20302, specifically including intersection improvements along Airport Parkway from Addison Road to Dallas Parkway (the “Project”);

WHEREAS, the total costs for the Project are estimated to be \$10,748,000, with Dallas County funding a portion of the total Project costs in an amount not to exceed \$500,000 and the Town funding the remaining amount of \$10,248,000; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects; and

WHEREAS, the City Council finds it is in the best interest of the Town to enter into a project specific agreement with Dallas County for the Project.

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

SECTION 1. The City Council hereby approves entering into the Project Specific Agreement with Dallas County for Airport Parkway Revitalization Major Capital Improvement Program (“MCIP”) (project number 20302), a copy of which is attached hereto as **Exhibit A**. The City Manager, or designee, is authorized to execute and administer the same, including taking such actions as may be necessary to administer the Project and perform the Town’s obligations set forth the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on the 14th day of APRIL 2026.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, City Secretary

Whitt Wyatt

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Improvement Program (“Master Agreement”) is made by and between the Town of Addison, Texas, (“Town”), and Dallas County, Texas, (“County”), each acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on the Airport Parkway Revitalization Major Capital Improvement Program (“MCIP”) 20302, specifically intersection improvements along Airport Parkway from Addison Road to Dallas Parkway (“Project”).

WHEREAS, the Project is located within the Town of Addison;

WHEREAS, the Town and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, the Town has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager; and

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the Town and the County for the mutual consideration stated herein.

**Article I.
Project Specific Agreement**

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II.
Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, incorporated herein by reference;
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A;”

3. Current Cost Estimates and Funding Sources, attached and incorporated herein by reference as Attachment “B;” and
4. Project vicinity map, which is attached and incorporated herein by reference as Attachment “C.”

Article III.
Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by the Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.
Project Description

This PSA is entered into by the parties to develop public transportation improvements within the Town. The alignment of Airport Parkway which extends approximately 2,300 feet from Addison Road all the way to the Dallas North Tollway Service Road aims to upgrade the existing 16-foot-wide, two-lane asphalt roadway to a three-lane concrete pavement roadway, consisting of two 11-foot travel lanes and a 12-foot center turn lane. Significant improvements will be made to enhance pedestrian infrastructure, including 5-foot-wide paver sidewalks on both sides of Airport Parkway, the Project also includes major utility upgrades, specifically the installation of new water lines and sanitary sewer lines to support the Town’s continued growth. Other key improvements include storm drainage, traffic signals, pedestrian crossing ramps at intersections, illumination, signage and pavement markings, irrigation, landscaping, and the replacement of existing driveways. This Project will facilitate the movement of public transportation to benefit both the Town and County. The Town does hereby give its approval for the expenditure of County funds for the construction, improvement, maintenance, and/or repair of a street located within the municipality, subject to City Council approval.

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. Town shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of Town funding for each item and obligation contained herein. County shall have no right of action against the Town as regards this PSA, specifically including any funding by the Town for the Project in the event that the Town is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of

any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the Town, as its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI. **Agreements**

I. County and Town Responsibilities:

1. The Town will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. The Town and the County mutually agree that the Project limits are along Airport Parkway from Addison Road to Dallas Parkway.
3. The Town agrees that the County may include any appropriate item as an optional item to the construction bidding. The Town further agrees that the City Manager or his designee will review the bids submitted, the bid specifications, quantities, bid amount, and any other item the City Manager or his designee shall choose to review and furnish a written acceptance or rejection of the bid to the City Council within ten (10) days of receipt. In the event the bid is accepted, the Town agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
4. In order to certify compliance with the expenditure of the Project funding for this PSA, the Town agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the Town regarding this PSA ("Records"). Town contracts and agrees that all Records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such Records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
5. The results of any audit may be furnished to the Town for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
6. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. Town Responsibilities:

1. The Town shall be the Lead Agency for the Project. As the Lead Agency, the Town will provide project management of the Project from commencement of planning to completion of construction.
2. The Town will execute the necessary agreements, subject to City Council approval, for the implementation of construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. The Town will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. The Town will provide management in accordance with the Phase 5

- Project Delivery System detailed in Attachment “A” of the Master Agreement.
4. The Town shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
 5. This PSA is the Town approval of the preferred alignment and the proposed estimated budget and funding.
 6. The Town agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. The Town further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all town, state, and federal laws.
 7. The Town shall coordinate any necessary utility adjustments for construction of the Project.
 8. The Town will work to ensure construction is completed in a timely and effective manner.
 9. The Town shall allow the County an opportunity to review and comment on the change orders and amendments.
 10. The Town shall inform County of all Project activity and approvals.
 11. The Town shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
 12. The Town shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the Town led Project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain the right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the Town, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility and liability of Town regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.
Funding

County and Town mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment “B:”

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Ten Million Seven Hundred Forty-Eight Thousand Dollars and no cents (\$10,748,000.00) as shown in Attachment “B.”
2. The County’s total obligation to this Project is to provide funding in the amount not to exceed Five Hundred Thousand Dollars and no cents (\$500,000.00), reduced by the County’s share of in-house project delivery (“IHPD”) costs, estimated to be Twenty-Five Thousand Dollars and no cents (\$25,000.00). County will pay Project costs as invoiced by the Town after construction is completed and accepted by all agencies involved.
3. The Town agrees to provide funding for this Project in the amount of at least Ten Million Two Hundred Forty-Eight Thousand Dollars and no cents (\$10,248,000.00).

4. The Town shall be responsible for any additional Project costs if such additional funding commitments are approved by administrative action or by resolution of the City Council.
5. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.
6. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.
Miscellaneous

- I. **Indemnification. County and Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the Town and County that any entity other than the Town or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual rights and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the sovereign immunity of the County and the governmental immunity of the Town, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the Town or the County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: Dallas County
Director of Public Works
Dallas County Records Building
500 Elm Street, Suite 5300
Dallas County, Texas 75202

To: Town of Addison
Director of Public Works
49950 Keller Springs Road, Suite 200
Addison, Texas 75001

Either party shall change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both

parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.

- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. Town and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the Town and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council. If any agreement terminates, then this PSA shall also terminate.

(the remainder of this page intentionally left blank)

(signatures appear on the following page)

The Town of Addison, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, minutes _____ dated the ____ day of _____, 2026.

Dallas County, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2026.

TOWN OF ADDISON

DALLAS COUNTY

David Gaines
City Manager

By: _____
Town Manager
Printed Name: _____

Clay Lewis Jenkins
Dallas County Judge

Date: _____

Date: _____

APPROVED AS TO FORM
Wyatt Hamilton Findlay, PLLC
City Attorney

APPROVED AS TO FORM*:
John Creuzot
District Attorney

By: _____
Printed Name: _____

By: _____
Cortney R. Parker
Assistant District Attorney

*By law, the District Attorney’s Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

LEAD AGENCY: TOWN OF ADDISON

LEAD AGENCY'S PROJECT MANAGER: PATRICK A. DIVINEY, P.E.

CONTACT INFORMATION: 4950 Keller Springs Road, Suite 200, Addison TX 75001
Office: 972-450-2840 Mobile: 214-837-0955

PROJECT LIMITS: ADDISON ROAD TO DALLAS PARKWAY

PROJECT LENGTH: 0.44 miles (2,346')

PAVEMENT AND ALIGNMENT TOPICS

PAVEMENT SECTION

PAVING DESIGN CRITERIA: TOWN OF ADDISON

R.O.W. WIDTH

Existing: VARIES, 61.5' TYPICAL

Proposed: VARIES, 71' TYPICAL

PAVEMENT WIDTH

Existing: 33'

Proposed: 35'

NO. of lanes proposed: 2 THRU LANES AND A CONTINUOUS TURN LANE

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

PAVEMENT CROSSFALL:

PROPOSED: 2%

MINIMUM: 0.5%

MAXIMUM: 2%

MEDIANS

MEDIAN WIDTH: 10' ONLY PROVIDED AT EAST PROJECT TERMINUS

ANY MID BLOCK OPENINGS TO CONSIDER? YES NO

ANY SIDE STREETS TOO CLOSE FOR OPENINGS? YES NO

STANDARD TURN LANE WIDTH: 12'

STANDARD NOSE WIDTH: 12'

PARKWAY:

PROPOSED WIDTH: 14' (NORTH SIDE) AND 23' (SOUTH SIDE)

PROPOSED SIDEWALK WIDTH: TYPICAL 5' (NORTH SIDE) AND 8' (SOUTH SIDE)

PARKWAY CROSSFALL SLOPE MAXIMUM: 2%

GRADE REQUIREMENTS:

Is TC 6" below adjacent ground criteria to be followed YES NO

Any deep cuts, high fills? YES NO

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

VERTICAL GRADE:

MINIMUM 0.42%

MAXIMUM 2.46%

CENTERLINE ALIGNMENT POSITION:

IN CENTER OF EXISTING R.O.W.? YES NO

OFFSET FROM CENTER? YES NO If yes, what distance? _____

ON BRAND NEW ALIGNMENT? YES NO

LEFT TURN LANES? YES NO

If yes, are turn lanes designated or continuous? DESIGNATED CONTINUOUS

MINIMUM LENGTH N/A

MINIMUM STORAGE N/A

WIDTH 12'

ANY DUAL LEFT LANES? YES NO

ANY FREE RIGHT TURN LANES? YES NO

CRASH CUSHIONS/ ATTENUATORS INVOLVED? YES NO

RAILROAD CROSSINGS INVOLVED? YES NO

NOTE: IF CURRENT CROSSINGS IS NOT USED, IS ABANDONMENT AN OPTION?

YES NO N/A

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

PAVEMENT STRUCTURE

DESIGN WHEEL LOAD _____

BUS AND HEAVY TRUCK TRAFFIC? YES NO

ROADWAY CLASSIFICATION COMMERCIAL COLLECTOR

MINIMUM PAVEMENT STRUCTURE THICKNESS 8"

MINIMUM PAVEMENT BASE OR SUBGRADE THICKNESS 6" LIME STABILIZED SUBGRADE

DESIGN SPEED 40 MPH

POSTED SPEED 40 MPH

DRIVEWAYS

MAXIMUM RESIDENTIAL GRADE (%) N/A

MAXIMUM COMMERCIAL GRADE (%) 5.66

MINIMUM COMMERCIAL DRIVEWAY WIDTH 23.00'

SIDE STREET CONSIDERATIONS:

TURNING RADIUS, MINIMUM 25'

PAVEMENT THICKNESS 8"

COMMERCIAL DRIVEWAY THICKNESS 6"

DRAINAGE TOPICS

STORM SEWER DESIGN CRITERIA:

TXDOT CITY HYDRO-35 TP-40

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

INLET DEPTHS (APPROPRIATE FOR PAVEMENT THICKNESS) 3.5'

MINIMUM COVER FOR LATERALS 1.5'

BRIDGES/ BOX CUVERTS INVOLVED? YES NO
If yes, specify involvement: BRIDGE(S) BOX CULVERT(S)

100 YEAR FLOOD PLAIN CONSIDERATION? YES NO

If yes, how many feet of freeboard are required? _____

PERMITS

COE 404 PERMITS NEEDED YES NO

TCEQ PERMIT YES NO

CDC PERMIT YES NO

EIS YES NO

ADA PERMIT YES NO

CLOMR YES NO

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES NO

If yes, please document below:

NTTA AND CITY OF DALLAS FOR TRAFFIC CONTROL COORDINATION.

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

UTILITIES

LIST OF ALL KNOWN UTILITIES:

WATER, SEWER, STORM DRAIN, GAS, ELECTRICAL (OH & UG), FIBER OPTIC,
TELEPHONE, CABLE, TRAFFIC SIGNALS, ILLUMINATION ELECTRIC

DOCUMENT KNOWN RISKS (TRA lines, Transmission Towers, Lone Star Gas
Valve Stations) FOR OUR UTILITY PARTNERS:

RELOCATION OF POWER POLES FROM QUORUM TO THE EAST.

ARE UTILITIES ON EXISTING STREET R.O.W.? YES NO

DOES UTILITIES OWN THEIR R.O.W. OR HAVE PREVIOUS EASEMENTS?

YES NO If yes, please describe below

HAS WORK ORDER BEEN ISSUED FOR SUE (Subsurface Utility Engineering)?

YES NO

ANY UNUSUAL CONSIDERATIONS? YES NO If yes, please document below

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

R-O-W ACQUISITION

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG WITH DATA FOR RISK ASSESSMENT: YES NO

R-O-W ACQUISITIONS HAVE BEEN COMPLETED.

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS, TRAILER PARKS, TREE ORDINANCES? YES NO

If yes, please define below

USPS PROPERTY GRADING TO EXISTING R-O-W LINE AND UTILITY SERVICE RELOCATIONS.

ANY NON-CONFORMING ISSUES?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
R.O.W. MAP NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
FIELD NOTES NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
R.O.W. PLATS NEEDED?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
RELOCATION ASSISTANCE INVOLVED?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
PARKING/LOSS OF PARKING CONSIDERATIONS?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
HISTORICAL SITE CONSIDERATONS?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

USUAL CITY TOPICS OF CONCERN

DESIGN STANDARDS TO BE USED? TOWN OF ADDISON, TxDOT, NCTCOG

ORDER OF PRECEDENCE TOWN OF ADDISON, TxDOT, NCTCOG

AUXILIARY LANES? YES NO

PROVISIONS FOR FUTURE WIDENING? YES NO

LANDSCAPING? YES NO

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES NO

STAMPED/COLORED CONCRETE? YES NO

IRRIGATION? YES NO

BRICK PAVERS? YES NO

If yes, please define location(s):

PAVERS ARE ALONG SOUTH SIDE OF AIRPORT PARKWAY, AT ADDISON ROAD INTERSECTION CORNERS, AND QUORUM INTERSECTION CORNERS

STREET LIGHTING? YES NO

TRAFFIC SIGNALS? YES NO

PAVEMENT MARKINGS? YES NO

BIKE LANES (EXTRA WIDTH)? YES NO If yes, specify width: _____

NEW SIDEWALKS? YES NO

BUS TURNOUTS? YES NO

ATTACHMENT "A"

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

BUS STOPS OR BUS SHELTERS? YES NO

WATER UTILITY BETTERMENTS? YES NO

WATER UTILITY RELOC.? YES NO

SAN. SEWER BETTERMENTS? YES NO

SAN. SEWER RELOC.? YES NO

RETAINING WALLS? YES NO

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

SOD, SEEDING, TOPSOIL?

SOD SEEDING TOPSOIL OTHER: _____

DRAINAGE IMPROVEMENTS? YES NO

RR CROSSING IMPROVEMENTS? YES NO N/A

GRADE SEPARATIONS? YES NO

RAMPS OR CONNECTORS TO TxDOT FACILITIES? YES NO

If yes, please specify facility(ies) below

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

SPECIAL SCHOOL OR EMERGENCY VEHICLE CONSIDERATIONS

ANY NEARBY OR ADJACENT SCHOOLS, CITY HALL, FIRE OR POLICE DEPARTMENT
REQUIRING SPECIAL CONSIDERATION? YES NO

If yes, please list the special consideration(s) below

FIRE DEPARTMENT STATION AT SOUTHWEST CORNER OF ADDISON ROAD AND
AIRPORT PARKWAY.

PUBLIC INVOLVEMENT

CITY COUNCIL APPROVAL OF ALIGNMENT REQUIRED? YES NO

PUBLIC MEETING REQUIRED? YES NO

HAVE ALL NEIGHBOR GROUPS PROVIDED EARLY INPUT?
YES NO N/A

IF REQUIRED WHO CONDUCTS, CITY OR COUNTY?
CITY COUNTY N/A

DOCUMENT POTENTIAL SITES FOR PUBLIC MEETINGS OR WHERE THE MEETINGS
WERE HELD:

PUBLIC MEETING HELD AT CONFERENCE CENTER.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Major Capital Improvement Program

PROJECT SCOPING SHEETS

Project Name: Airport Parkway Revitalization

MCIP Project No: 20302

CONSTRUCTABILITY REPORT

FROM INSPECTION STAFF, DOCUMENT ANY AND ALL ISSUES THAT MAY AFFECT PROJECT SCOPE, BUDGET, CONSTRUCTABILITY, THE PROJECT SCHEDULE AND/OR THE SAFETY OF PROJECT?

UBAN ENVIRONMENT WORKING CONDITIONS.

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

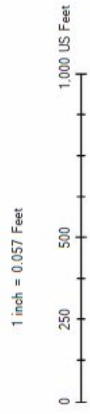
PROJECT NAME: Airport Parkway Revitalization MCIP 20302

Agency \ Task	Dallas County	Town of Addison	Task Total
1. Miscellaneous			
1.1 Contingencies			
1.2 IHPD	\$25,000.00		\$25,000.00
2. Design			
3. ROW			
4. Professional Services			
4.1 Utilities			
4.2 Lab			
4.3 Survey			
5. Construction	\$475,000.00	\$10,248,000.00	\$10,723,000.00
Funding Split Totals	\$500,000.00	\$10,248,000.00	\$10,748,000.00
Total Project Cost			\$10,748,000.00

ATTACHMENT "C"

MCIP 7TH CALL PROPOSED PROJECTS: AIRPORT PARKWAY

ID NAME	START	END	TYPE	CITY	DISTRICT
1 AIRPORT PARKWAY	ADDISON ROAD	DALLAS PARKWAY	DALLAS PARKWAY	ADDISON	2



NOTICE: THIS IS FOR REFERENCE AND INTERNAL USE ONLY. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. ACCURACY IS LIMITED TO THE VALIDITY OF AVAILABLE DATA AS OF THE DATES SHOWN. Dallas County 2015 Aerial Dallas County 2017 Commission Districts 2016 Parcel Map CREATED BY: Dallas County, Public Works, GIS, March 2020





Dallas County
BRIEFING / COURT ORDER
Commissioners Court - May 18 2021

- Resolution
- Solicitation/Contract
- Executive Session
- Addendum

Master Agreement Governing Major Capital Improvement Program
Town of Addison, Texas
City of Cockrell Hill, Texas
City of DeSoto, Texas
City of Duncanville, Texas
City of Farmers Branch, Texas
City of Garland, Texas
Town of Highland Park, Texas
City of Hutchins, Texas
City of Richardson, Texas
City of Sachse, Texas
City of University Park, Texas
City of Wilmer, Texas

For the purpose of transportation infrastructure improvements on regional transportation facilities inside Dallas County in the Dallas County Mobility Plan

Briefing Date: May 18 2021
Funding Source: N/A
Originating Department: Public Works
Prepared by: Linette Malloy, Financial Manager
Recommended by: Alberta Blair, Director of Public Works

BACKGROUND INFORMATION:

In the past 19 years, under the leadership of the Commissioners Court, the Major Capital Improvement Program (MCIP) Transportation Plan has proven to be an effective programming tool in delivering projects for Dallas County cities. In these times of rising prices, tight budgets and expanding transportation challenges, the added flexibility of MCIP has continually helped keep abreast of the changing transportation climate. Additionally, over these years the MCIP process has produced and developed relationships with partner cities, and agencies such as TxDOT, NCTCOG, NTTA, and DART. Dallas County has earned the trust to deliver projects, stimulate economic development, and serve as a valued partner by acting as lead coordinator in facilitating projects.

Dallas County Public Works implements the MCIP Program with the cities under a Master Agreement with each city as authorized by the Commissioners Court and the City Council. Legislative changes over the past 19 years have prompted Public Works to reissue master agreements with all participating cities to cover these changes.

The County of Dallas, Texas, (County) and the Town of Addison, Texas, City of Cockrell Hill, Texas, City of DeSoto, Texas, City of Duncanville, Texas, City of Farmers Branch, Texas, City of Garland, Texas, Town of Highland Park, Texas, City of Hutchins, Texas, City of Richardson, Texas, City of Sachse, Texas, City of University Park, Texas, and City of Wilmer, Texas, desire to enter into a Master Agreement Governing the Major Capital Improvement Program which authorizes improvements. Each of the above cities has already partially executed this agreement that was sent to each of the 31 cities or towns in Dallas County in December 2020.

Each regional transportation infrastructure improvement project commenced under these Master Agreement shall be fully and specifically set forth and detailed in a separate Project Specific Agreement ("PSA") or Funding Agreement ("FA"), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

OPERATIONAL IMPACT:

The ten year term for the current MCIP Master Agreement executed is due to expire later in 2021 since most cities and towns entered into this agreement in May 2011 or later as shown in the attachment. Executing this new MCIP Master Agreement enables Dallas County to continue to enter into agreements for MCIP funded transportation projects with the Cities and Towns, specifically the upcoming projects selected from the MCIP 7th Call for Projects to receive Dallas County MCIP funding commitments. This edition of the MCIP Master Agreement continues to include clauses regarding Orphan Roads. Additionally, there is now a similar section regarding maintenance of watershed dams.

FINANCIAL IMPACT:

By execution of the attached agreement, the Cities have agreed to participate on at least a fifty/fifty basis with Dallas County. The Master Agreement specifies equal share of Standard Basic Infrastructure Design with city funding of amenities above and beyond the basic design.

LEGAL IMPACT:

The District Attorney's Office, Civil Division, has reviewed the contents and the Master Agreements have been approved as to form.

PROJECT SCHEDULE:

See "Operational Impact"

SBE PARTICIPATION:

N/A

ADMINISTRATIVE PLAN COMPLIANCE:

This collaboration between County and Cities/Town is consistent with the County's Administrative Plan in that Dallas County is a proactive regional partner, and that it fosters partnerships between County and local cities therein on local transportation projects.

RECOMMENDATION:

Authorize the County Judge to execute the attached Master Agreement Governing the Major Capital Improvement Program between Dallas County and each of the following cities or towns that have partially executed this agreement: the Town of Addison, Texas, City of Cockrell Hill, Texas, City of DeSoto, Texas, City of Duncanville, Texas, City of Farmers Branch, Texas, City of Garland, Texas,

Town of Highland Park, Texas, City of Hutchins, Texas, City of Richardson, Texas, City of Sachse, Texas, City of University Park, Texas, and City of Wilmer, Texas.

MOTION:

On a motion made by TBD, and seconded by TBD, the following order will be voted on by the Commissioners Court of Dallas County, State of Texas:

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Master Agreement Governing the Major Capital Improvement Program between Dallas County and each of the following cities or towns that have partially executed this agreement: the Town of Addison, Texas, City of Cockrell Hill, Texas, City of DeSoto, Texas, City of Duncanville, Texas, City of Farmers Branch, Texas, City of Garland, Texas, Town of Highland Park, Texas, City of Hutchins, Texas, City of Richardson, Texas, City of Sachse, Texas, City of University Park, Texas, and City of Wilmer, Texas.

CONTRACT DETAILS:

Contract Title:

Description:

Transaction Type:

Contract Number:

Start Date:

Vendor:

Total Cost:

Expiration Date:

ATTACHMENTS:

[Attachment A Town of Addison Master Agreement](#)

[Attachment B City of Cockrell Hill MCIP Master Agreement](#)

[Attachment C City Desoto MCIP MA with Res 2021](#)

[Attachment D City of Duncanville MCIP Master Agreement](#)

[Attachment E City of Farmer Branch MCIP Master Agreement](#)

[Attachment F City of Garland MCIP Master Agreement](#)

[Attachment G Town of Highland Park MCIP Master Agreement](#)

[Attachment H City of Hutchins MCIP Master Agreement 2021](#)

[Attachment I City Richardson MCIP Master Agreement Richardson](#)

[Attachment J City of Sachse MCIP Master Agreement](#)

[Attachment K University Park MCIP Master Agreement](#)

[Attachment L City of Wilmer MCIP Master Agreement](#)



COURT ORDER 2021-0494

Master Agreement Governing Major Capital Improvement Program

**Town of Addison, Texas
City of Cockrell Hill, Texas
City of DeSoto, Texas
City of Duncanville, Texas
City of Farmers Branch, Texas
City of Garland, Texas
Town of Highland Park, Texas
City of Hutchins, Texas
City of Richardson, Texas
City of Sachse, Texas
City of University Park, Texas
City of Wilmer, Texas**

For the purpose of transportation infrastructure improvements on regional transportation facilities inside Dallas County in the Dallas County Mobility Plan

On a motion made by Commissioner Dr. Elba Garcia, and seconded by Commissioner John Wiley Price, the following order was passed and adopted by the Commissioners Court of Dallas County, State of Texas:

BRIEFING DATE: May 18, 2021

FUNDING SOURCE: N/A

Be it resolved and ordered that the Dallas County Commissioners Court does hereby Authorize the County Judge to execute the attached Master Agreement Governing the Major Capital Improvement Program between Dallas County and each of the following cities or towns that have partially executed this agreement: the Town of Addison, Texas, City of Cockrell Hill, Texas, City of DeSoto, Texas, City of Duncanville, Texas, City of Farmers Branch, Texas, City of Garland, Texas, Town of Highland Park, Texas, City of Hutchins, Texas, City of Richardson, Texas, City of Sachse, Texas, City of University Park, Texas, and City of Wilmer, Texas.

Done in open Court May 18, 2021 by the following vote:

IN FAVOR: County Judge Clay Jenkins, Commissioner Dr. Theresa Daniel, Commissioner JJ Koch, Commissioner John Wiley Price, and Commissioner Dr. Elba Garcia

OPPOSED: None

ABSTAINED: None

ABSENT: None

Recommended by: Alberta Blair
Originating Department: Public Works

RESOLUTION NO. R21-004

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE MASTER AGREEMENT BETWEEN THE TOWN OF ADDISON AND DALLAS COUNTY, TEXAS FOR THE GOVERNANCE OF THE MAJOR CAPITAL IMPROVEMENT PROGRAM, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Master Agreement between the Town of Addison and Dallas County, Texas for the governance of the Major Capital Improvement Program, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.


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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 12th day of JANUARY 2021.

TOWN OF ADDISON, TEXAS

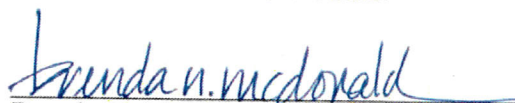


ATTEST:


Irma G. Parker, City Secretary


Joe Chow, Mayor

APPROVED AS TO FORM:


Brenda N. McDonald, City Attorney

**MASTER AGREEMENT GOVERNING
MAJOR CAPITAL IMPROVEMENT PROGRAM**

THIS MASTER AGREEMENT is made by and between the City/Town of Addison, Texas, hereinafter ("City") or ("Town"), and Dallas County, hereinafter ("County"), acting by and through its duly authorized officials, which desire to enter into an Interlocal Agreement, hereinafter ("Master Agreement") for the purpose of transportation improvements on roads inside Dallas County that are in the Dallas County Mobility Plan, hereinafter ("Mobility Plan").

WITNESSETH

WHEREAS, pursuant to Court Order 2021-0494, dated May 18, 2021, County Commissioners Court approved participation in Transportation Major Capital Improvement Program ("MCIP") within the cities and towns inside Dallas County; and

WHEREAS, the approved MCIP project lists and MCIP funding commitment amounts may be modified, updated or approved by the Commissioners Court on a periodic, as-needed basis; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into interlocal agreements; and

NOW THEREFORE, THIS AGREEMENT is hereby made and entered into by City/Town and County for the mutual consideration stated herein:

ARTICLE I. DEFINITIONS

The following definitions are incorporated into this agreement for all purposes.

- A. **AMENDMENT** shall mean a written document executed by all parties detailing changes, additions or deletions in the Master Agreement.
- B. **AMENITY** shall mean Project features not included in the Standard Basic Project Design including but not limited to street pavers, colored concrete, planters, irrigation, decorative lighting, special signage, or any other feature above and beyond the Standard Basic Project Design or any increase in capacity in excess of County determined requirements based on anticipated future traffic flow.
- C. **CITY/TOWN** shall mean the City/Town of Addison, Dallas County, Texas.
- D. **CONTEXT SENSITIVE SOLUTIONS ("CSS")** is a collaborative, interdisciplinary approach that involves all stakeholders to develop a transportation facility that fits its physical setting and preserves scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility. CSS is an approach that considers the total context within which a transportation improvement project will exist. CSS principles include the employment of early, continuous and meaningful involvement of the public and all stakeholders throughout the project development process. It is the intent of the Dallas County Public Works Department to

use the essential elements of CSS in all approaches to deliver the project. Some projects will dictate a very intense use of CSS, while others will only use a few of the elements, but the County will always consider CSS.

- E. **COUNTY** shall mean County of Dallas, State of Texas.
- F. **DIRECT PROJECT and PROGRAM COSTS** shall mean those costs that can be identified specifically with a particular project or program cost objective. These costs generally include compensation of employees for the time devoted and identified specifically to the performance of the project or program, cost of materials acquired, consumed or expended specifically for the purpose of the project or program; equipment changes; damage claims and other approved capital expenditures; change orders; travel expenses incurred specifically to carry out the project including, but not limited to, design, right-of-way, road or street drainage, utility relocation and adjustment, and construction. Direct Cost does not include the City/Town or the County's general overhead.
- G. **EFFECTIVE DATE** shall mean the date of the signature of the last person necessary for this Master Agreement to become effective.
- H. **FIVE PHASE PROJECT DELIVERY SYSTEM** shall mean the process for delivering a project from conception to completion as detailed in Attachment A, Project Management Practices Manual ("Practices Manual" or "Attachment A"), which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. This Master Agreement references the most current edition of the Practices Manual. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement. The five phases of the project delivery system are planning, design, right-of-way, utility clearance, and construction.
- I. **FUNDING AGREEMENT ("FA")** shall mean the agreement between the County and a City/Town to establish a preliminary proposed budget for a project, including the required funding match from the City/Town in an amount equal to or greater than County MCIP funding commitment. As design is completed and the engineering estimate is refined, the Funding Agreement ("FA") shall be incorporated into the Project Specific Agreement ("PSA"). A FA and/or PSA is necessary before beginning engineering design.
- J. **INDIRECT COSTS** shall mean those costs that benefit more than one project and cannot be readily identified with a particular final project or program cost objective. Their precise benefits to a specific project are often difficult or impossible to trace.
- K. **IN-HOUSE PROJECT DELIVERY COSTS ("IHPD")** shall mean all costs associated with the development of the Major Capital Improvement Program (MCIP) "Call for Projects", selection of projects, scoping of projects, project design, property acquisition and construction of projects. Cost Accounting shall include but is not limited to employee time reimbursement, materials, equipment, and other expenditures necessary for the management and continuation of the MCIP.
- L. **INTERLOCAL AGREEMENTS** shall mean contracts or agreements entered into between City/Town and County in accordance with the Texas Government Code, Chapter 791.
- M. **LEAD AGENCY** shall mean that entity responsible for project management, including, but not limited to planning, design, right-of-way acquisition, approved utility relocation or adjustment and construction unless otherwise designated.

- N. **MASTER AGREEMENT (“MA”)** shall mean this document including all incorporated documents, attachments, and exhibits.
- O. **MEMORANDUM OF AGREEMENT (“MOA”)** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- P. **MEMORANDUM OF UNDERSTANDING (“MOU”)** shall mean a written document that includes, but is not limited to a MOA, MOU, FA, and/or PSA, which incorporates the results of the Preliminary Design Charrette.
- Q. **MULTI-MODAL CONNECTIVITY IMPROVEMENTS** shall mean projects which comply with the concepts in the Moving Ahead for Progress in the 21st Century Act (“MAP-21”), any supplements and/or amendments thereto, or any future federal transportation acts which increase safety, accessibility, flexibility, efficiency, and enhance the integration and connectivity of the transportation system, across and between modes throughout the County for motorized and non-motorized users.
- R. **ORPHAN ROADS** shall mean all or part of a street or road right-of-way, which are outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been “orphaned” by the abutting City/Town (or cities) that they serve in that they have been left unincorporated. Thus, the County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights of way.
- S. **PARCEL OR PARCELS** shall mean those portions or part of land and improvements located either wholly or partially thereon, identified by County, City/Town or other stakeholder as required for right-of-way requirements of the Project. Such right-of-way shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- T. **PRELIMINARY CONCEPT CHARRETTE (“PCC”)** shall have the same meanings and purposes as the Preliminary Design Charrette, but be conducted very early in the design start, before substantial design is underway. The conditions for which a PCC is appropriate will be determined by the lead agency. Use of CSS will usually mean that a PCC will be conducted, since its use fits perfectly into CSS concepts. Other conditions encountered may dictate the use of a PCC, such as poor soils, presence of unconsolidated solid waste dumps, innovative integration of master planning with project delivery, unusual right-of-way (“ROW”) challenges, budgetary constraints (thus calling for significant Value Engineering efforts), etc. The results of properly using a PCC will be that early consensus will be achieved on a basic approach to the project design and construction, thus avoiding wasted design funding and loss of momentum for project delivery.
- U. **PRELIMINARY DESIGN CHARRETTE (“PDC”)** shall mean meetings of representatives of independent engineers and stakeholders of the contracting parties of the project for the purpose of discussing feasible design alternatives, forging consensus for the selected alternative, and includes entering into a MOA, MOU, FA, and/or a PSA for the overall estimate, alignment, and scope of the project. The PDC will be scheduled when the preliminary design is complete or near completion. This means horizontal and vertical alignment alternatives have been designed, ROW requirements are at least approximately known for each alternative, and the design is 40% to 60% complete. The result of a PDC that is conducted with all the stakeholders present is that it may help assure the project is able to

overcome any challenges with design completion, ROW acquisition, utility design and relocation, and finally, road construction.

- V. **PROJECT MANAGER** shall mean the person appointed by the Lead Agency who is assigned the primary duty for assuring Project Participant coordination and timely project delivery. There will be only one Project Manager assigned to a Project.
- W. **PROJECT PARTICIPANTS/TEAM** shall mean independent representatives from the County, City/Town, and other stakeholders of the contracting parties as may be mutually agreed upon by the County, City/Town, and stakeholders or otherwise with responsibility for delivering the completed Project.
- X. **PROJECT(S)** shall mean the proposed thoroughfare and multi-modal connectivity improvements approved by the Commissioners Court for inclusion in the Transportation MCIP and approved by the City/Town.
- Y. **PROJECT DURATION** shall mean the active life of the Project. Project shall commence with the application for a Project by the City/Town and approval by the Dallas County Commissioners Court. The Project shall be considered complete when construction has been fully completed and the maintenance period has expired or the Project has been terminated in accordance with Article IV of this Master Agreement.
- Z. **PROJECT SPECIFIC AGREEMENT (“PSA”)** shall mean a written agreement subsequent to this Master Agreement, which is entered into to establish the contractual rights and responsibilities of the City/Town and County as it relates to a particular Project. A PSA supersedes a MOA, MOU or FA.
- AA. **RIGHT - OF WAY- (“ROW”)** is a strip of land that is granted, through a ROW deed, an easement or other mechanism, for the Project. ROW shall mean that real property or property interest identified by the County or the City/Town, as necessary for the construction of the Project which shall include the existing street, road, drainage or other City/Town or County real property ownership and all additional real property to be utilized for the Project.
- BB. **SCOPING SHEETS** will be attached to PSA’s involving construction. Scoping sheets may be attached to PSA’s involving a study or design. These sheets will set forth the design criteria to be used for the Project, including the alignment, appropriate specifications, typical section and other parameters of the Project. As project goals and needs are more clearly defined, the Scoping Sheets shall be updated and revised by the Project Manager to reflect current construction goals.
- CC. **SMALL WATERSHED DAM** shall mean floodwater retarding structures that were constructed by the United States Department of Agriculture (“USDA”) Natural Resources Conservation Service (“NRCS”), formerly named the Soil Conservation Service (“SCS”), in watersheds less than 250,000 acres under the authority of the Flood Control Act of 1944 and the Watershed Protection and Flood Prevention Act of 1954. These structures typically have earthen embankments with principal and auxiliary spillways.
- DD. **STANDARD BASIC PROJECT DESIGN** shall mean the standard County-approved City/Town criteria for paving, bridges, drainage and appurtenances, traffic control items including pavement marking, warranted uniform signals, street light foundations, pull boxes, conduit, sidewalks, medians, storage/turn lanes, access, required structural retaining walls and standard driveways excluding road or street amenities, or such design criteria as may be agreed upon by the contracting parties and listed in a Project’s Scoping Sheets.

- EE. **TxDOT** shall mean the Texas Department of Transportation.
- FF. **UTILITIES** shall mean each City/Town utility, public utility, common carrier, governmental or quasi-governmental facility, fiber optic facility, or other facility located within the limits of the Project by virtue of Texas or federal law or agreement between the entity and the City/Town, County, or State of Texas.
- GG. **UTILITY, CITY/TOWN**, also known as **CITY/TOWN UTILITY** shall mean those utilities that are owned or operated by the City/Town, which requires relocation or adjustment for the purpose of the construction of the Project as identified by Project plans.
- HH. **UTILITY IN PUBLIC RIGHT-OF-WAY** shall mean all Utilities located within the limits of any governmental entity.
- II. **UTILITY IN PRIVATELY OWNED RIGHT-OF-WAY** shall mean all Utilities, excluding City/Town Utilities, whose facilities are located within a private easement.
- JJ. **UTILITY BETTERMENT** shall mean any increase in the capacity of any Utility's Facility adjusted or relocated as a part of the Project as compared to the existing Facility, or any upgrading of the Utility's Facility above the standard practices, devices or materials, specified by the Utility and customarily used by the City/Town or Utility on Projects solely financed by the City/Town or Utility. Provided, however, that any adjustments necessary to successfully accomplish the Project shall not be considered a Betterment, and further, that any increase in the capacity of the Utility Facility resulting solely from the replacement of devices or materials no longer regularly manufactured, processed or installed shall not be considered a Betterment, provided that such replacement shall be only to the standard devices or materials currently used on other projects financed solely by the City/Town or Utility. This meaning shall apply to utilities that are part of the Project as well as the standard basic street components (See "STANDARD BASIC PROJECT DESIGN").

ARTICLE II. PERIOD OF THE AGREEMENT

This Master Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed (The "Effective Date"). This Master Agreement shall expire ten (10) years from the Effective Date unless terminated in accordance with Article IV of this Maser Agreement.

ARTICLE III. AMENDMENTS

This Master Agreement may be amended with the mutual consent of the City/Town and County. Any amendment must be in writing and approved by the parties' respective governing bodies through either a Court Order from Commissioners Court or a City/Town Council Resolution.

ARTICLE IV. TERMINATION, DEFAULT, TIME OF THE ESSENCE AND FORCE MAJEURE

A. TERMINATION

- a. This Master Agreement may be terminated by any of the following conditions:
 - 1. By expiration of the term of the agreement.

2. By either party, by providing written notice of termination pursuant to Article XIX, Paragraph I. of this Master Agreement establishing the effective date of termination to the other party as consequence of the party being in default of the provisions of this Master Agreement and/or any original, supplemental and/or any amended MOA, MOU, FA, and/or PSA or the failure to timely provide funding, with proper allowances being made for circumstances beyond the control of the defaulting party.
 3. By either party for any reason with ninety (90) days written notice to the other party pursuant to Article XIX, Paragraph I. of this Master Agreement.
- b. Should either party terminate this Master Agreement as herein provided, all existing, fully executed original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA made under this Master Agreement shall not be terminated and shall automatically incorporate all the provisions of this Master Agreement.
 - c. In the event that any original and/or supplemental and/or amended MOA, MOU, FA, and/or PSA is terminated prior to completion of the Project, no additional Costs shall be incurred other than Costs due and payable at the time of termination for services actually performed or that shall become due and payable due to such termination. The Lead Agency, to the extent permitted, may terminate all Project contracts, unless written notice is given by either party to the other of its intent to complete the Project, and prepare a final accounting for the Project.
 - d. If the Project is terminated by the City/Town prior to the award of any construction contract and the Project is located within the City/Town limits, City/Town shall pay to the County the full amount expended by the County on the Project and the County shall transfer to the City/Town its rights and all deliverables that it may be entitled to receive under the existing professional services or other project contracts or agreements. Such amount shall be included in the final accounting for the Project. Such amount shall be due and payable in full ninety (90) days subsequent to the termination, or thirty days subsequent to delivery of final accounting.
 - e. Once the construction contract has been awarded by the governing body of the Lead Agency, the PSA for that Project cannot be terminated until completion of the construction.
 - f. In the event that a Project is terminated prior to the award of the construction contract, either party may, upon written notice pursuant to Article XIX, Paragraph I. of this Master Agreement, take over the Project and prosecute the work to completion by contract or otherwise at its sole cost and expense. In the event that the party completing the work is not the Lead Agency, it is agreed that the Project Manager will furnish to the Completing Party a listing of current records pertaining to any outstanding obligations or other records or information required by any project contract, including any Work Order, or requested in writing by Completing Party in either printed or electronic format or both. The Lead Agency agrees to cooperate with the Completing Party. The Lead Agency will use its best efforts to transfer to the Completing Party all contracts. Obligations under such contracts shall become the sole obligation of the Completing Party upon transfer. Completing party agrees to timely pay all future obligations under such contract as they become due and payable. Completing Party hereby releases the Lead Agency from any and all liability under such assigned contracts subsequent to date of transfer, effective upon the transfer date. Lead Agency shall exercise its best efforts to ensure a transition of services without interruption.

Either party shall have the right to retain copies of all data, information, engineering, studies, or other items produced to the date of termination.

- g. In the event that no FA is approved within five (5) years of Commissioners Court approval of County MCIP funding commitment, then the County in its sole discretion, can reallocate the County MCIP funding commitment.
- h. In the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- i. In the event that the City/Town enters into a PSA with the County, if the Project has not been completed within ten (10) years from the date of Commissioners Court approval of the original PSA, then the County in its sole discretion, can terminate the Project and reallocate the remaining County MCIP funding.
- j. Provisions b through j of this Article IV, Section A shall survive the termination of this Master Agreement and any MOA, MOU, FA, and/or PSA and shall be a continuing obligation until the transition of services, all payments made and the Projects are complete. All items listed or required in this provision shall be furnished by Lead Agency to Completing Party without additional cost or expense to completing party.

B. FORCE MAJEURE:

Neither County nor City/Town shall be in default or responsible for delays or failures in performance resulting from causes reasonably beyond its control and not attributable to its neglect. Such acts include but are not limited to acts of God, fire, storm, pandemic, epidemic, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, invasion, insurrection, lockout, stoppage of labor, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. If reasonably practical, the party claiming the suspension shall give notice of such impediment or delay in performance to the other party within ten (10) days of the knowledge of such occurrence. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance under this Master Agreement as soon as practicable. In the event of such an occurrence, the time for performance of such obligations or duty shall be suspended until such time that such inability to perform, shall be removed. Each party shall make all reasonable efforts to mitigate the effects of any suspension. The provisions of this Article IV, Section B shall survive the termination of this Master Agreement.

ARTICLE V. IMMUNITY AND LIABILITY FOR ACT AND OMISSIONS

County and City/Town agree that no provision of this Master Agreement is in any way intended to constitute a waiver of any immunities from suit or liability, or a waiver of any tort limitation, that the parties have by operation of law, or otherwise. County and City/Town agree that both County and City/Town shall each be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement without waiving any sovereign or governmental immunity available to either County or City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. In the event of joint and concurrent negligence of the parties to this Master Agreement, responsibility, if any, shall be apportioned

comparatively in accordance with the laws of the State of Texas, without waiving any defenses, including sovereign or governmental immunity, or other defenses available to the parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The provisions of this Article V shall survive the termination, expiration, or cancellation of this Master Agreement, or any determination that this Master Agreement or any portion hereof is void, voidable, invalid, or unenforceable.

ARTICLE VI. LEAD AGENCY

- A. Lead Agency shall be that entity which is responsible for the Project from conception through to completion of construction. City/Town and County may choose for the County to manage the Project through design and construction and for the City/Town to acquire ROW.
- B. In the event that the City/Town is the Lead Agency the City/Town shall:
 - a. Provide project management and leadership from Project selection to construction completion following the 5 Phase Project Delivery System as detailed in Attachment A to this Master Agreement, which is attached hereto and incorporated herein by reference, as well as any amendments, updates, additions, or supplements thereto, which are also incorporated herein by reference. Amendments, updates, additions, or supplements may be issued by the Dallas County Public Works Department to the Practices Manual, which may be provided to the city/town on an as-needed basis during the term of this Master Agreement;
 - b. Lead Agency shall be responsible for hosting the Preliminary Concept Charrettes and or Preliminary Design Charrettes and Neighborhood Public Workshops;
 - c. Acquire ROW necessary for the Project;
 - d. Enter into or obtain whatever agreements or permits necessary for Project completion;
 - e. Provide County with the opportunity for significant input in plan development and periodic progress reviews; and
 - f. Provide records for periodic auditing for either financial accounting or engineering accounting or both.
- C. For City/Town-led projects in which the City/Town is considering to specify transportation infrastructure elements exceeding the Standard Basic Project Design criteria, County funding will only be eligible to the Standard Basic Project Design criteria unless the City/Town and County have arrived at a mutual agreement through involvement of the County during the initial design phases, including the Design Kick-off Meeting and as necessary, the Preliminary Concept Charrette and Preliminary Design Charrette meetings.

ARTICLE VII. CITY/TOWN AGREES AS FOLLOWS:

- A. To execute, within five (5) years of Commissioners Court approval of funding commitment, the necessary agreements with the County for the implementation of design and construction of the Projects mutually agreed upon and incorporated herein by reference with a PSA. Without at least a FA within five (5) years of Commissioners Court approval of the funding commitment, the County in its sole discretion can reallocate the funding commitment.

- B. City/Town agrees not to allow more than five (5) years to transpire after a completed phase without any activity on subsequent approved phases, in the event that the Project is being completed in phases. If more than five (5) years transpire after a completed phase without any activity on subsequent approved phases, the County in its sole discretion, can reallocate the remaining County MCIP funding.
- C. City/Town agrees to complete the Project within ten (10) years from the date of Commissioners Court approval of the PSA. If more than ten (10) years transpire, the County in its sole discretion can reallocate the remaining County MCIP funding.
- D. To provide City/Town Council Resolution adopting approved preferred alignment, proposed estimated budget, and commitment to meet MCIP Project funding for each milestone as specified herein in the Master Agreement or in the FA and/or PSA.
- E. The County in its sole discretion can require the City/Town to provide a plan to address outstanding issues before entering into necessary agreements for the Project to proceed.
- F. City/Town agrees to share the funding of each Project with County on an equal share basis of 50%/50% or an otherwise agreed cost sharing arrangement as specified in a FA and/or PSA with the following exclusions:
 - a. City/Town shall bear the entire cost of:
 - 1. City/Town owned utilities relocation or adjustment such as water and sanitary sewer facilities, except utility adjustments directly attributable to storm sewer improvement conflicts;
 - 2. Amenities including but not limited to street pavers, colored concrete, planters, decorative lighting, special signage, or any other feature over the Standard Basic Project Design;
 - 3. Utility Betterments;
 - 4. Direct costs of City/Town which is fulfilling the role of Lead Agency, shall be totally funded by City/Town unless supported by a detailed hourly accounting system equal to County's accounting system; and
 - 5. City/Town Indirect Costs.
- G. After the City/Town and County enter into a MOA, MOU, FA and/or PSA, regarding the Project's concepts, design elements and limits by the County and City/Town at the PDC, the City/Town agrees to acquire ROW required for designated projects by voluntary dedication, the subdivision platting process and/or other legal means, to the maximum extent possible, and to ensure through the building permitting process that setback requirements are imposed to limit encroachment upon the required ROW. City/Town agrees to fund ROW not acquired, but reasonably expected to be acquired. City/Town also agrees to fund the removal of improvements that are encroachments within existing or proposed ROW areas.
- H. In the event of any proposed use of the Project ROW that will conflict with the proposed Project and City/Town is unable to obtain such ROW as described above, City/Town shall notify County of such conflict. County and City/Town shall determine if the acquisition of the conflicting parcel would be in the best interest of the Project. In the event that agreement is reached and the parcel is acquired such cost shall be included in the pro rated cost of the project in the agreed upon proportions.

- I. City/Town hereby grants the County authority to enter into eminent domain proceedings within the City/Town limits on each specific ROW alignment and/or project as approved by the City/Town and County.
- J. To require all Utilities located within or using the present public ROW on all designated transportation projects within City's/Town's municipal limits to adjust and/or relocate said Utilities as required by the proposed improvement of the designated transportation project. City/Town Utilities shall be relocated or adjusted at no cost to County except as may be specifically set forth in this Master Agreement.
- K. City/Town agrees to be cooperative on issues relating to billboards, advertising signs, non-conforming uses, zoning and similar restrictions and to exercise its best efforts to provide variances when possible to minimize costs and minimize delays of the Project. Additional Project costs caused or contributed to by the City/Town ordinance, zoning, non-conforming use determination or other requirement shall be paid in full by the City/Town.
- L. City/Town shall require the adjustment and/or relocation of Utilities to be accomplished and finalized, as expeditiously as possible after approval of final plans to prevent Project schedule delays. Notwithstanding anything contained herein to the contrary, all Utilities shall be adjusted or relocated and the ROW clear for construction not later than thirty (30) days prior to the award of the construction contract. City/Town will notify the County and other stakeholders when utility conflicts would impact progress of the Project's completion. County and City/Town agree to work with all stakeholders to solve the problem; which includes engaging elected officials in the problem's resolution to prevent delays in the commencement or prosecution of construction on the Project.
- M. Where planned roadway improvements (including, but not limited to storm drainage,) are in conflict with City/Town owned water and sanitary sewer systems, that could otherwise remain in place, the actual costs of the necessary adjustment of City/Town water and sewer utilities shall be pro rated at the overall percentage agreed to by City/Town and County for cost sharing. City/Town shall be responsible for funding one hundred percent (100%) of any Betterment; as well as 100% of any relocation that is caused by City/Town installation during the Project Duration. Except as provided herein, all costs for adjustment and/or relocation of utilities in the public ROW shall be the responsibility of the Utility Owner or of the City/Town Utility. Any Project delay or other damages caused by City/Town or the Utility's failure to timely relocate or adjust the facility shall be at the entire cost of City/Town.
- N. To provide for continuing surveillance and control of ROW to prevent the construction, placement, storage or encroachment of any signs, personal property or other appurtenances in the existing or proposed ROW. In the event that the aforementioned features are allowed by City/Town to encroach on necessary ROW during the duration of the project, City/Town shall bear the entire cost of removal or relocation of said encroachment.
- O. To provide to County for County's or County's designee's use, at no cost, adequate copies of all construction standards, codes, (specifically including zoning and development codes), plats, specifications, guidelines, standards or any other pertinent information as determined by County to be required for the completion of the Project. Additionally, City/Town shall furnish County, at no cost, such documents as necessary to keep all items previously furnished to County current.
- P. To actively participate and provide authorized representation with decision-making power at the PCC and/or the PDC, preconstruction meeting, and project meetings, which are necessary to Project development and completion.

- Q. City/Town agrees to provide timely review of interim submittals. "Timely review" will be agreed upon during the PCC and/or PDC as a part of the Project schedule. City/Town further agree that if no review notes are submitted by the City/Town in writing to the County in a timely basis, plans are approved as submitted.
- R. When City/Town is Lead Agency, City/Town agrees to allow forty-five (45) days for County review of submittals and that any of the County's comments shall be incorporated into the final document.
- S. City/Town agrees that it will pay all additional Project cost for any City/Town requested discretionary change, including, but not limited to Amenities and Utility Betterments, in or in addition to the design or construction of the Project subsequent to the City/Town's opportunity to review the sixty five percent (65%) design plans.
- T. Provide at City's/Town's cost for the continuing maintenance of all the Project ROW, such as mowing, drainage, trash removal, etc., during the period between acquisition and construction.
- U. During the construction of the Project and after completion of the Project, City/Town will be responsible for the control, operation, police enforcement and/or emergency services, without cost or contribution from the County.
- V. After the completion of a Project and the maintenance period, the City/Town will be responsible for all future maintenance without cost or contribution from the County.
- W. City/Town shall bear the entire cost of design, construction and administration for landscaping, streetscaping, streetlighting, as such items are not included in the Standard Basic Project Design and other amenities specified or requested by the City/Town in excess of the Standard Basic Project Design.
- X. It is the intent of this Master Agreement that the County will be the Lead Agency. In the event that the City/Town and County agree in writing that the City/Town will manage and administer one or more projects, the City/Town and the County will enter into a FA and/or PSA as to that project(s). In such instance, the City/Town agrees to assume all Lead Agency responsibilities except as may be determined by mutual agreement and set forth in the FA and/or PSA.

ARTICLE VIII. UTILITY IMPACTS.

- A. In cases where a Utility is located in a Privately Owned ROW, and it is necessary to relocate the facility or make adjustments by reason of the widening or improvement of the designated Project, the County (or City/Town if acting as the Lead Agency) will, after submission by the utility company of ROW documentation and cost estimates acceptable to the City/Town, County and other stakeholders, assign the actual costs for the relocation and/or adjustment of said utility to the Project.
- B. In cases where a Utility in Public ROW, excluding City/Town Utilities, occupies any portion of the Project ROW by Texas or federal law or by agreement with the City/Town that allows or permits the City/Town to cause the relocation of the utility for the construction of the Project, the City/Town shall timely require and enforce the relocation or adjustment requirement at no cost to the Project. In the event that the City/Town has no legal or contractual right to cause the relocation, the relocation or adjustment shall be relocated or adjusted and all cost shall be a Project Cost. City/Town shall take all steps necessary to ensure that such relocation or adjustment shall not conflict with or delay the Project schedule.

ARTICLE IX. COUNTY AGREES AS FOLLOWS:

- A. To provide, as a Project Cost, preliminary engineering which will define project details, e.g., location, scope of work and specific right-of-way alignment for each improvement. Such preliminary engineering shall be submitted to the City/Town for approval, prior to proceeding with the final design and any right-of-way acquisition.
- B. To provide, as a Project Cost, for the construction of transportation improvements based upon design criteria conforming to Standard Basic Project Design in conformity with applicable City ordinances and standards, to the extent of Commissioners Court approved program funding. Scope of work shall include the agreed upon design standards as the basis for improvement criteria. Deviations from mutually agreed upon application of City/Town standards and/or design criteria shall require prior approval of the City/Town. Where City/Town standards do not exist, TxDOT standards as of the Effective Date of this Master Agreement shall be utilized unless otherwise mutually agreed to by the parties in the FA and/or PSA.
- C. To actively participate and provide authorized representation at the PCC and/or the PDC, preconstruction meetings, and Project meetings, which are necessary to project development through project completion.
- D. To provide project management of each Project where the County is Lead Agency from commencement to completion of construction. City and County may agree to redefine project management roles as beneficial to the Project as defined in the MOA, MOU, FA, and/or PSA, and/or supplemental and/or amended agreements.
- E. Upon receipt of written request detailing the information requested, to provide information related to the Project to the City/Town or the City /Town's designee at no cost to the City/Town.
- F. County agrees to provide review of interim submittals within forty-five (45) days of receipt, and hereby agrees that if no review notes are submitted by the County (if City/Town is filling the role as Project Manager) in writing to the City/Town within that time period, plans are to be approved as submitted.
- G. To submit final engineering plans for review and written approval by the City/Town forty-five (45) days prior to submitting documents to the County Purchasing Department for advertising the project for construction.
- H. To provide for the acquisition, including acquisition by Eminent Domain, of the necessary additional ROW, on designated projects, in accordance with minimum standard requirements and utilizing existing public ROW to the maximum extent possible as a Project cost.
- I. To require all contractors to secure all necessary permits required by the City/Town on said construction projects.
- J. To furnish record drawings of construction plans for the permanent records of the City/Town within twelve (12) months upon completion and acceptance of the transportation improvement Project.
- K. To transfer the real property or property interest acquired by the County and used for the Project to the City/Town.
- L. In the event the County and the City/Town agree in writing that the City/Town will be the Lead Agency for the agreed upon Project, the County will reimburse the City/Town for agreed costs as detailed in Article XII. (Funding) in this Master Agreement in an amount not to exceed the Project cost as approved by Dallas County Commissioners Court and incorporated in the FA and/or PSA.

All County payments shall be in accordance with Texas law and County policies and procedures as may be mutually agreed to by the parties and incorporated by reference in a FA and/or PSA.

**ARTICLE X. PRELIMINARY DESIGN CHARRETTE (PDC), PRELIMINARY
CONCEPT CHARRETTE (PCC)**

- A. City/Town and County, as specified in Articles VII, IX, and X of this Master Agreement, respectively, will designate officials or representatives to participate in a PCC and/or PDC to be conducted on a mutually agreed to date and location. At least part of this meeting will be conducted on the Project site.
- B. Results from the PCC will identify the general project scope, the basic approach and concepts to be taken with the project, the elements of CSS that will be included, and some ideas for alignments alternatives. The Lead agency will already have been determined, as well as the project administration and management roles, which include the Project Manager. Key project participants shall be introduced to stakeholders at the PCC and or PDC. Results from the PDC will identify the preferred alignment of the project, and provide all stakeholders a commitment for project delivery schedules and project budgets.

ARTICLE XI. FISCAL FUNDING

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

ARTICLE XII. FUNDING

- A. City/Town and County mutually agree to proportionately fund the Direct Project and Program costs as agreed by the parties in a FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the County shall bear fifty percent (50%) of the total Direct Project and Program costs

excluding the Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system and other items as specified in this Master Agreement, FA, and/or PSA. County shall not be responsible for any amount of funding in excess of the Project not-to-exceed amount as shown in the FA and/or PSA. Unless otherwise specified in the FA and/or PSA, the City/Town shall bear fifty percent (50%) of all Direct Project and Program costs. In addition, the City/Town agrees to fund all other City/Town cost as provided herein, including, but not limited to, Amenities, relocation or adjustment of City/Town Utilities, Utility Betterment, Indirect Cost, Direct Cost not supported by detailed hourly accounting system, and other items as specified in this Master Agreement, FA, and/or PSA.

- B. Unless otherwise stated in a FA and/or PSA, the milestones for each project shall be (1) preliminary and primary design (2) ROW acquisition and utility relocation or adjustment and (3) construction. The Lead Agency shall prepare an estimated cost for each milestone. Upon approval of the cost by the other party, each party shall fund its share of the respective milestones by placing that amount of money in an escrow account or otherwise encumber the funds to ensure that the Lead Agency will have sufficient funding available from current revenue for the timely payment of Project milestone costs. The Lead Agency may bill the other party for periodic payments for the actual amount of work completed toward the completion of the milestone. Upon completion of the milestone, the non-management party will be furnished a notice that such work has been completed and the amount of funding that may be utilized to pay subsequent milestone Project cost. Notwithstanding any other term or condition contained herein in this Master Agreement or in any FA and/or PSA, neither party will be required to award any contract until written certification has been received that funding has been placed in escrow or encumbered for the payment of the non-awarding party's portion of the Project cost.
- C. In the event that the cost of the Project shall exceed the not-to-exceed amount, City/Town and County agree to either reduce the scope of construction or seek additional funding to complete the Project at the agreed upon cost share percentages. At the termination of the Project, the Lead Agency will do a final cost accounting of the Project. In the event that the amount paid by either party exceeds its portion of the actual cost, the difference will be remitted to such party. In the event that additional funds are due, the Lead Agency will bill the other party who agrees to pay such funds within thirty (30) days of receipt of such billing.
- D. If the City/Town elects to manage the Project, the County will reimburse the City/Town based on invoices for actual costs expended as supported by documentation approved by the County Auditor. Any and all supporting documentation required by the County Auditor shall be included with the invoice from the City/Town.
- E. After approval by the County's Commissioners Court and the City/Town's City/Town Council, and after the execution of an FA and/or PSA, the City/Town shall escrow an amount adequate for estimated Project costs, which the County may use to pay for professional services, which include, but are not limited to scoping, preliminary design, and primary design.
- F. City/Town and County shall enter into a FA to establish funding commitments for both parties as required for each project within at least five (5) years of project selection unless the County and City decide to enter directly into a PSA. If the City/Town agree the Project is to be completed in phases, no more than five (5) years may transpire after a completed phase without any activity on subsequent approved phases.

G. If the City/Town and County agree to enter into a PSA without first entering into a FA, the City/Town shall enter into a PSA with the County and complete the Project within ten (10) years or less.

H. Suggested timeframes for FA's, PSA's, and/or any supplements and/or amendments thereto are:

- a. As soon as the project is accepted by Commissioners Court and as a result of the Kick-off meeting, a FA to establish the Lead Agency for preliminary engineering and general funding responsibilities and procedures for reimbursement by the Participating Agency; or
- b. For a PSA, when the preliminary engineering plans are at sixty percent (60%) complete, providing specific details on project scope to enter into a PSA; or
- c. After construction bids are opened, amend the PSA as needed.

ARTICLE XIII. NO THIRD PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Master Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City/Town and the County. Nothing contained in this Master Agreement shall give or allow any claim or right of action whatsoever to any other person or entity. The terms and provisions of this Master Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City/Town and the County that any entity or person other than the City/Town or the County receiving services or benefits under this Master Agreement shall be deemed an incidental beneficiary only. This Master Agreement is intended only to set forth the contractual right and responsibilities of the parties hereto.

ARTICLE XIV. RIGHT OF ENTRY

The City/Town agrees that the County shall have the right to enter upon the Project area for the time period necessary for the completion of the Project. The City/Town agrees to furnish such police or other City/Town personnel as requested by the County for traffic control or other public safety matters at no cost to the Project or the County.

ARTICLE XV. LIST OF PROJECTS

City/Town agrees that it has been furnished with a list of the potential Projects as approved by the Dallas County Commissioners Court, subject to the agreement between the parties in a MOA, MOU, FA and/or PSA. City/Town stipulates and agrees that the Commissioners Court Order approving the projects identifies the potential project location and describes the type of project in sufficient detail that the City/Town is fully aware of the location and type of projects being considered.

ARTICLE XVI. REALLOCATION OF COUNTY MCIP FUNDING

The County in its sole discretion has the ability to reallocate County MCIP funding away from the City/Town's Project if the City/Town has not entered into a FA confirming the City/Town funding match within five (5) years from Commissioners Court approval of the funding commitment. The County in its sole discretion has the ability to reallocate the remaining County MCIP funding in the event the Project is being completed in phases and more than five (5) years has transpired after a completed phase without any activity on subsequent approved phases. The County, in its sole discretion, also has the ability to reallocate the remaining County MCIP funding away from the

City/Town's Project if the City/Town has not completed the Regional Transportation milestone within ten (10) years.

ARTICLE XVII. ORPHAN ROAD POLICY

- A. The County encourages all cities adjacent to orphan roads in the county to develop, commit to and submit a plan to the County for completing the annexation of the orphan road segments and assuming full responsibility for these roadways. In instances where two cities abut the same orphan road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. The County offers its assistance to the cities in developing such plans.
- B. The County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of orphan roads when the County selects, approves, and schedules projects for funding in the County's Major Capital Improvement Program ("MCIP"). Such preference may also be given in approving projects for road and bridge district participation (Type "B" work).
- C. The County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as road and bridge district projects or MCIP projects, in a City that elects not to pursue the annexation of orphan road segments that abut its boundaries. Failure to notify the County of the City's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the City's election not to pursue annexation.
- D. The County, at the discretion of the Commissioners Court, may select specific orphan road segments for improvement when a City commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of orphan roads submitted by the City will not be limited to annexation upon completion of improvements by the County. The County improvements may be made as road and bridge projects or as MCIP Projects (subject to other MCIP criteria, including but not limited to regional thoroughfare plan designation and City cost participation).
- E. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
- F. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting orphan road segments.
- G. The County Director of Public Works shall maintain a listing of orphan roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to the County's Public Works by the cities as required by Texas Local Government Code, Section 242.001(c).
- H. The provisions of this Article XVII of this Master Agreement shall survive the termination of this Master Agreement.

(Dallas County Code, Chapter 102, Article IV, Sec. 102-131 - 102-133, 6-27-2006, 8-10-2020).

ARTICLE XVIII. SMALL WATERSHED DAMS

The County encourages all cities/towns adjacent to small watershed dams maintained by the County to develop, commit to and submit a plan to the County for assuming full responsibility for the operations and maintenance of these dams. In instances where more than one city/town abuts a small watershed dam, the County encourages the cities/towns to develop a plan for operation and maintenance of the dam. The County offers its assistance to the cities/towns in developing such plans.

- A. The County, at the discretion of the Commissioners Court, may refuse to participate in MCIP projects in a City/Town that elects not to pursue accepting full responsibility for the operations and maintenance of small watershed dams within their jurisdiction. Failure to notify the County of the City/Town's intent to submit a plan for operations and maintenance of small watershed dams in a timely manner shall be construed by the County as the City/Town's election not to pursue operations and maintenance of these dams.
- B. Projects selected by the County and approved by the Commissioners Court prior to the Effective Date of the adoption of this policy, shall not be impacted by this policy.
- C. The County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting small watershed dams.
- D. The provisions of this Article XVIII shall survive the termination of this Master Agreement.

ARTICLE XIX. MISCELLANEOUS GENERAL PROVISIONS

A. Applicable Law/Venue. This Master Agreement and all matters pertinent thereto shall be governed by and enforced in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this Master Agreement and all matters pertinent thereto filed by either the County or the City/Town shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Master Agreement is expressly made subject to the County's and the City/Town's sovereign and/or governmental immunity, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

B. Entire Agreement. This Master Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, supersedes all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting same, and may not be modified except by an instrument in writing executed by the parties hereto as herein provided.

C. Severability. If one or more of the provisions in this Master Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this Master Agreement to be invalid, illegal or unenforceable, but this Master Agreement shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this Master Agreement, which shall remain in full force and effect.

D. **Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Master Agreement does not preclude pursuit of other remedies in this Master Agreement or as provided by law.

E. **Federal or State of Texas Funding.** In the event that any work or part thereof is funded by State of Texas or U. S. Government funding and any statute, rule, regulation, grant, contract provision or other State of Texas or U. S. Government law, rule, regulation or other provision imposes additional or greater requirement(s) than stated herein, the City/Town agrees to timely comply therewith without additional cost or expense to the County.

F. **Headings.** The headings and titles, which are used following the roman numeral of each paragraph are only for convenience in locating various provisions of this Master Agreement and shall not be deemed to affect the interpretation or construction of such provisions.

G. **Number and Gender.** Words of any gender used in this Master Agreement shall be held and construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

H. **Counterparts.** This Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. **Notice.** Any notice provided for in this Master Agreement to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, via certified mail, return receipt requested, or via registered mail, and addressed as follows:

County:	County of Dallas Director of Public Works Dallas County Administration Building 411 Elm Street, Fourth Floor Dallas, Texas 75202-3389
To City/Town:	Town of Addison Director of Public Works Addison Service Center 16801 Westgrove Dr. Addison, TX 75001-5190

Either party may change its address for notice by giving the other party written notice thereof.

J. **Assignment.** This Master Agreement may not be assigned or transferred by either party without the prior written consent of the other party and formal approval by the governing body of each party.

K. **Binding Agreement, Parties Bound.** When this Master Agreement has been duly executed and delivered by both parties, this Master Agreement shall constitute a legal, valid, and binding obligation of the parties, their successors, and permitted assigns.

L. **Amendment.** This Master Agreement may not be amended except in a written instrument specifically referring to this Master Agreement and signed by the parties hereto.

M. **Effective Date.** This Master Agreement shall commence on the Effective Date. The Effective Date of this Master Agreement shall be the date it is executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.

N. **Contingent.** This Master Agreement is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City/Town Council.

O. **No Joint Enterprise/Venture.** City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

The City/Town of Addison, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Resolution R21-004, Minutes of City Council dated the 12th day of January, 2021.

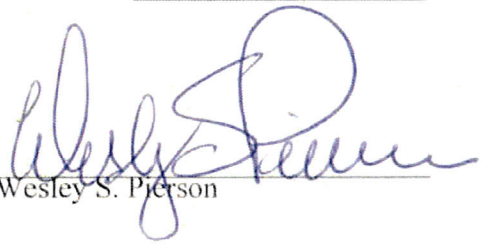
The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 20__.

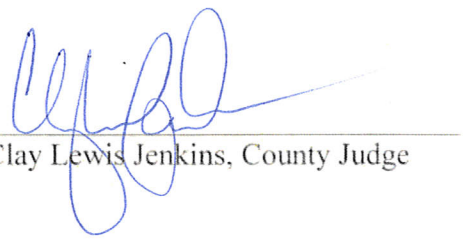
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(signatures appear on the following page)

CITY/TOWN OF ADDISON

COUNTY OF DALLAS

BY 
Wesley S. Pierson

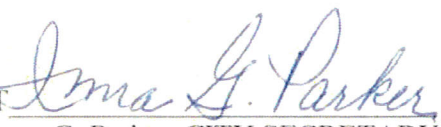
BY 
Clay Lewis Jenkins, County Judge

TITLE City Manager

DATE January 21, 2021

DATE May 18, 2021

Resolution No. R21-004
January 12, 2021

ATTEST 
Irma G. Parker, CITY SECRETARY

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY



BY /s/ Jana Prigmore Ferguson
Jana Prigmore Ferguson
Assistant District Attorney

Digitally signed by /s/ Jana Prigmore Ferguson
DN: cn=/s/ Jana Prigmore Ferguson, o=District
Attorney's Office, Dallas County, Texas,
ou=Assistant District Attorney,
email=jana.ferguson@dallascounty.org, c=US
Date: 2021.03.15 23:54:15 -0500

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT A



DEPARTMENT OF PUBLIC WORKS

411 ELM ST 4TH FLOOR
DALLAS TEXAS 75202

PROJECT MANAGEMENT PRACTICES MANUAL

5 PHASE PROJECT DELIVERY SYSTEM

2021

.....

PREAMBLE

City/Town and County agree that neither party is an agent, servant, or employee of the other party. The parties, including their agents, servants, or employees, are independent contractors, and not an agent, servant, joint enterprise/venture, or employee of any other party, and are responsible for their own acts, forbearance, negligence, and deeds, and for those of their agents, servants, or employees in conjunction with this Master Agreement. No joint enterprise/venture exists between the City/Town and County.

Nothing in this manual creates a joint enterprise/venture between the County and the City/Town. This manual is being included so that it could help encourage these protocols to be followed because it will assist in the efficiencies and thereby possibly help reduce monetary obligations and duration of the projects. These guidelines are strongly recommended to be followed in order to avoid potential cost-related and/or time delay issues.

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INTRODUCTION

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The purpose of this Dallas County Public Works Project Management Practices Manual (“Practices Manual”) is primarily to provide a standard practice guide on project management practices within the Dallas County Public Works (“DCPW”) department. It is meant to ensure that a standard approach is used by all Project Managers (“PMs”) and other project members in the delivery of County Major Capital Improvement Program (“MCIP”) funded transportation projects. The guidelines are meant to meet the requirements and intent of the American Public Works Association’s (“APWA”) publication entitled “The Public Works Management Practices Manual” (“the APWA Manual”). The APWA Manual contains recommended practice statements that describe the critical elements necessary for a full-service public works agency to accomplish its mission. The practice statements in the APWA Manual “call for the development and implementation of a policy or procedure in the form of a rule, regulation, written directive, or for the execution of an activity, report, procedure or other action.”

The resulting Practices Manual is intended to list a number of applicable recommended practice statements. Our basic methodology is a strong matrix approach, so that our PMs are assigned from the time a planning initiative becomes an approved project, to completion of the total project. We use the terminology found in the Project Management Institute’s “A Guide to the Project Management Body of Knowledge” (“PMBOK”). This includes the definition of a “Matrix Organization.” The definition is “any organization structure in which the project manager shares responsibility with the functional managers for assigning priorities and for directing the work of individuals assigned to the project.”

MCIP and the application process. Various aspects of this Call for Projects Workshop and process will be adjusted based on prior input from the cities/towns in Dallas County. The amount of time and submittal deadline for the cities and/or towns to nominate projects will be adjusted based on feedback from the cities/towns. This is to ensure that the cities/towns have enough time to brief their elected officials, plan for inclusion of projects in city bond elections, etc.

3. DCPW's Transportation & Planning Division helps ensure that all of the information has been submitted correctly by cities/towns. If necessary, assistance may be provided to some of the smaller city/town staffs with preparation of their project submissions. A matrix team that consists of DCPW employees begins with field evaluations of the projects for conducting a feasibility review that precedes developing recommendations for selection of projects by Commissioners Court to be included in the County's MCIP. The DCPW team, with staff participation from each of the four DCPW divisions involved, provides assistance with risk assessments from various perspectives, which include cost estimates, scope definition, political aspects, funding, technical issues, utilities, safety, environmental, and traffic factors, etc. The DCPW Property Division team members examine Right-of-Way ("ROW"), utilities involvement, railroad involvement, relocations, etc.
4. Every project selected for MCIP funding commitments is then placed into a Program Year (PY) (year slated for construction start) in a spreadsheet called the "MCIP Transportation Funding Commitments" that is presented in Briefing format in a public forum to the Commissioners Court for their formal approval.
5. The MCIP has been formulated on the premise that legal agreements should reflect the nature and character of the program. Equal funding, Project Management (groups of independent stakeholders and cities/towns) methods of project delivery, and principles applied in every phase of project delivery are the essential elements of the MCIP. The time it takes for getting interlocal agreements approved should never be on the critical path of project delivery. Therefore, much effort was expended between the Civil Division of the Dallas County District Attorney's staff and DCPW staff to formulate a Master Agreement Governing Transportation Major Capital Improvement Projects ("Master Agreement"). This MCIP Master Agreement has been signed by all the cities/towns with approved projects and serves as the legal basis for future agreements between the various cities/towns and Dallas County, including but not limited to a Memorandum of Agreement ("MOA") and Memorandum of Understanding ("MOU"). Later, during project design, enough information will be known to forge a Funding Agreement ("FA") or a Project Specific Agreement ("PSA") that details the specifics of that particular project. None of the basic elements of a city-county legal agreement have to be repeated in the FA and/or the PSA, thus simplifying the process and time involved.
6. A project management planning meeting is held next with each City or Town, which has projects selected. This meeting is to initially review the selected projects and determine the basic parameters for each of the projects, such as cash flow requirements, for each participant of the project, who the lead agency for project delivery will be, agreed upon technical criteria, known risks, roles for each stakeholder, etc., all focused on assuring timely project delivery and moving the project into construction during the selected PY. If there is a great deal of uncertainty associated with the project (e.g. part of some economic development such as transit oriented development, or part of brown field development, or other significant environmental challenges, or a very significant change in planned use of an area in the future

such as industrial area converted to mixed use, etc), then the lead agency may conduct a Planning Charrette.

The purpose of the Planning Charrette meeting, with all significant participants and stakeholders, is to determine the beginning scope and the realm of possible approaches. Serious design cannot begin until there is an agreement on a relatively reasonable set of alternatives, which bear some relationship to the scope of funding currently available. Relationships will also be established at the Planning Charrette meeting involving the city/town, stakeholders, utilities and other participants of the project, which may be sustained throughout the life of the project.

7. DCPW commits to using Principles of Trust, Commitment, and Shared Vision in addition to Best Practices of Project Management Principles throughout the life of the project. Each city/town is invited to use the same principles to deliver the selected projects. This type of approach is also an integral part of Context Sensitive Solutions (“CSS”), which is a design methodology that involves early and continuous involvement of all participants and stakeholders of a project. The Planning Charrette meeting is a form of CSS. The Dallas County Mobility Plan should also be considered as part of applying CSS for project delivery.
8. For every project that the city and/or town and county stakeholders agree to assign Dallas County as the Lead Agent, a PM will be assigned by DCPW. In addition, the DCPW Assistant Director (“AD”), in consultation with the PM and other AD’s or designated DCPW business unit leaders, will identify their own matrix team members for the project. Any available Project Management tools will be used to optimal effect during the life of the project.
9. An initial Project Funding & Execution Status (“PFES”) and Program Management & Planning Status (“PMAPS”) form will be developed by the PM for each project in coordination with the ADs (or designees) from the DCPW divisions including Program & Engineering Management Division (“PEMD”), the Engineering & Construction division and Transportation & Planning Division. Each AD or designated DCPW business unit leader will review PFES and PMAPS in order to provide an adequate workforce for each project, and ensure that their own employees’ assignments are balanced.
10. A decision on the use of Subsurface Utility Engineering (“SUE”) will be made before initiating design. In the analysis of candidate projects, utility relocation risks will have been identified. When these risks are high (the usual situation), then funding will be planned in the design for SUE efforts. Dallas County Public Works (“DCPW”) will have in place an Indefinite Delivery, Indefinite Quantity (“IDIQ”) contract for quick implementation of SUE consultant efforts. Initiatives for joint efforts of utilities are anticipated between independent participants and stakeholders wherever feasible. This information will be critical for designers to use as they launch the design. Total integration of the SUE methodology will help ensure that all utility impacts are considered in every phase of project delivery.

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STEP TWO, PRELIMINARY DESIGN

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1. A systematic decision process as part of the DCPW Business Operating Plans (“PWBOP”) updating is done to determine which design efforts will be completed with in-house designers and which will be done by consultants. For consultant selection, a rigorous and systematic process will be used to select the best qualified consultants for each project. An initial contract will be signed with a best qualified consultant to perform the entire preliminary design, or participate as a Preliminary Design liaison, trainer, or expert to advise an in-house design force for the project. As much as possible, an Indefinite Delivery, Indefinite Quantity (“IDIQ”) methodology will be used to help ensure that inordinate amounts of time are not used in the best qualified selection process required by state law. Cities and/or towns who participate in the process are welcome to provide input to the County in the consultant selection process.
2. The DCPW’s team of in-house design staff, a city/town, or a selected consultant firm will begin the initial design efforts under the leadership of the PM. One initial objective is to resolve alignment issues early in the design process with the participation of all stakeholders. In some circumstances, a feasibility study may be required to compare and contrast different alternatives before real design can begin. Estimated ROW takes, utility impacts, and environmental effects for each alternative may need to be reported before stakeholders decide on a preferred alternative for preliminary design.
3. CSS methodology will continue to be used, stressing total stakeholder involvement, throughout the project delivery process. Task Force meetings will be scheduled. Dallas County Public Works employees’ matrix team meetings will also be scheduled.
4. When a consultant is used as the design agent, a contract will be negotiated for the preliminary design only, unless the project is relatively simple and the final solutions are not in question. The goal is to avoid protracted negotiations on the total scope and fee at the very beginning of the project, when many of the factors influencing final design consideration are not yet known. The decision to issue a new work order for completion of the Primary Design will be made after an interim evaluation on the Preliminary Design is completed using the County’s consultant evaluation system.
5. A Preliminary Design Charrette (“PDC”) will be planned by the PM who will lead the execution with all stakeholders (cities/towns, utilities, county, any private parties or other decision-makers/stakeholders). The scope of invitees to the PDC will be dependent upon the project’s complexity and number of unknowns. The goal of the PDC is to build support behind the project and the alignment alternative that is selected. Many projects have been derailed by a lack of support by the project’s independent representatives from the county, city/town, and other stakeholders. A great effort will be made to ensure attendance of all of the independent key players.
6. This consensus building effort is an integral part of any CSS approach to design. The DCPW Director and/or AD’s will be personally involved and the PM will make special efforts to notify political leaders of meetings, so that the political leaders can have the meetings on

track cost and schedule progress. DCPW generally does not make "cost plus" assumptions about a consultant's work efforts. Greater clarity on scope definition can be achieved with the typical multi-phase design approach of issuing separate work orders for Preliminary Design and Primary Design avoiding or minimizing the instances of misunderstanding on the true project scope.

4. The consultant or DCPW in-house design team works with all stakeholders, including utilities, under the guidance and direction of the County PM. The lead designer is the Technical Manager at this point in the process, and is always under the leadership of the PM. When an IDIQ consultant is hired to perform a survey, miscellaneous design, SUE, or materials testing, the PM is closely monitoring the progress. Also, the design firm for water and/or wastewater services will be integrated, and whenever possible, we will attempt to ensure that the design consultant for the transportation or infrastructure project is also selected by the city/town to design the municipal utility improvements. We anticipate and expect our consultants to become familiar with our 5 Phase Project Delivery System's processes and deliverables.
5. Traffic and utilities data will be considered in design, with data from the city/town, County, NCTCOG, and/or consultant. An agreed upon level of SUE will be key to input into the design details, and including utility companies involvement throughout all phases of the project.
6. Environmental assessment will be completed during this phase. Significant issues should be addressed without wasting time on clearly unimportant areas. An environmental impact analysis will be completed if the assessment shows that this analysis is required. The goal is to execute environmentally sustainable solutions that improve the overall quality of life of the transportation users and citizens of Dallas County and the city/town.
7. Right-of-Way (ROW) documents will be finalized, with quality control by the consultant or DCPW's in-house design team. The quality assurance ("QA") function will be completed by both the PM and DCPW's Property Management & Utility Coordination Division ("PMUC") in a smooth manner, using pre-coordinated checklists. At the appropriate time, the documents will be delivered to PMUC, but the PM still retains overall responsibility for timely project delivery. Early involvement on ROW issues, including utility relocation aspects such as getting possible Rights of Entry ("ROE") can be critical for obtaining vital information to ensure successful utility relocations. Early provision of final and accurate ROW documents will be a critical milestone of the design contract.
8. The Design Consultant or the DCPW In-house design team completes the work on a provided schedule. Consultants and/or DCPW's In-house design team are expected to ensure that they accomplish "muddy boots" design with true "eyes-on" on the total project site. These actions will avoid lengthy rounds of passing designs back and forth, in favor of "over-the-shoulder" reviews, as required to meet design completion timelines. These will include city/town, utilities and other interested stakeholders under the orchestration of the PM.
9. The PM completes the interim evaluation of the consultant. Special note will be taken of the consultant's system for assuring quality control ("QC") of all design efforts, including ROW documents.
10. After construction is complete, the PM performs a final consultant evaluation, using the standard evaluation system. The Consultant is given an opportunity to evaluate DCPW's project management process.

PHASE 3 – DESIGN COMPLETION & RIGHT-OF-WAY INITIATION

1. This phase begins with the delivery of the initial, unsealed ROW documents to the County by the consultant. Consultants will first bring a few ROW documents for initial review by the PM and DCPW Property Division team members, to ensure that they fully understand the details and level of Quality Control that the County expects in their submittals. Standards and scheduling will be clearly spelled out in writing within the Consultant's contract. Deliverables will include ROW maps and deed records.
2. Consultant is required by contract to submit property owner deeds along with right-of-way maps, which have received an internal quality control process. The PM ensures utility representatives are informed of the project and all known utilities are shown on the plans. Diligent efforts must be made to ensure that all private or public utility easements are identified on the maps and plans as required in Consultant Contract. All the SUE efforts should be included in the design documents.
3. Consultants or In-house Design Team are to avoid taking ROW that is not necessary to the construction of the project. The PM works with the project participants to minimize the ROW takings and ensures the appropriate leadership is used so that project delivery dates are met.
4. The PM ensures that the county or the city/town's ROW Functional Manager works towards the efficient execution of ROW planning, appraisal and acquisition services. The DCPW's Property Division will manage the ROW Acquisition Services IDIQ contract, if this delivery tool is used. Before writing a Work Order for the ROW Acquisition Services IDIQ, the DCPW Property Division Manager may meet with the DCPW Engineering & Construction Manager or DCPW Transportation & Planning Manager, DCPW Program Engineering Manager and the PM, to ensure that an adequate project budget is available for the added cost of procuring ROW services.
5. The county or city/town PM monitors and tracks progress on ROW acquisition. The County or the city/town's PM resolves issues as they develop, keeping all stakeholders, including utilities, informed.
6. DCPW may have further final discussions with city/town, utilities and stakeholders, early enough to preclude re-work by the prime consultant. The goal is to achieve this prior to completing the final design documents.
7. Consultant will make minor design changes as directed by the PM resulting from property owner requests or other changes that arise naturally in ROW negotiations.
8. As required, the PM will be prepared to present expert testimony at any Eminent Domain hearings and any related litigation.
9. ROW is complete when all parcels necessary for construction have been acquired.

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## PHASE 4 – ROW Completion & Utility Adjustment

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1. ROW acquisition is carried to completion under the active project management and leadership of the PM, with proactive activity of the ROW acquisition group. If the city/town or other governmental entity such as TxDOT, is the ROW acquisition agency, the PM will still track the progress and proactively keep progress on schedule.
2. The PM will inform project participants about results of the SUE to ensure utility adjustments are accomplished in time to keep scheduled project advertisement and contract award dates. The relevant APWA practices will be used as the guide.
3. The County or City PM tracks and resolves issues and work schedules, to proactively lead efforts to minimize or avoid the obstacles of property acquisition and utilities relocation to ensure project schedule. The use of utilities Rights of Entry (“ROE”) may be explored as a way that could take the utility adjustment time off the project critical path if the utility companies are agreeable. If the utility company is not agreeable to the use of ROE, then the ROW will need to be obtained before the utility company relocates. Road and Bridge (“R&B”) forces may be available to help clear trees from the new ROW.
4. The city/town works with the PM and other project participants to help expedite utility relocations. Many times, franchise utilities have relationships with cities/towns that can be used beneficially to secure better cooperation. Monthly Task Force meetings are initiated during this phase to ensure early and frequent communication of all stakeholders. All project participants are to proactively work with the utilities and facilitate their relocation. DCPW policy is to have Zero Relocation of Relocations (“0RR”).
5. Prior to engaging the Dallas County Purchasing Department (“Purchasing”) for advertising the project for construction bids an “Advertising Risk Assessment” (“ARA”) is completed. Advertising is not issued until all utilities are within a reasonable and confirmable clearance date. A deliberate decision will be made on how many days from bid opening until contract award, and how many days until the Work Order is given. Work Order dates will not be projected to occur before high assurance that all known utilities will have been relocated. A second important function of the ARA is to ascertain all the funding commitments, to update the PFES to include all funds already expended, and to calculate an up-to-date construction estimate. All of the above actions will be coordinated and finalized at a meeting scheduled and run by the PM with the DCPW Director, AD and a city/town’s representative in attendance. This meeting will be scheduled as one of the critical milestones for the project.
6. The PM will ensure designers (in-house or consultant) will be kept on-call for projects if required to complete requested engineering support services during construction, such as shop drawing submittal review and consultation on design intent, assumptions, etc. The intent is to retain the best part of the effort and focus that the consultant or DCPW In-house design team has just expended in designing the project.
7. DCPW will coordinate with Purchasing and any other departments as necessary to facilitate Pre-Project Meetings to notify the nearby community and regional contractor community about the upcoming advertisement of the project for construction bids.

18. Share accurate information with all companies and try to help ensure that they share information with each other.
19. Communicate the need to follow city/town ordinances, particularly those relating to traffic control, backfill and pavement restoration. Traffic control plan must be filed and approved.
20. Ensure that the companies have measures for handling complaints about their work and that they do not inconvenience customers more than is absolutely essential. **Remember, ORR!!**

City Council Regular Meeting

4. c.

Meeting Date: 04/14/2026

Department: Fire

Key Focus Areas: Public Safety

AGENDA CAPTION:

Consider action on a Resolution approving the purchase of Technical Rescue Gear (TRG) from Casco Industries, Inc. through Buyboard Contract #698-23, in an amount not to exceed \$67,346.35; authorizing the City Manager to execute the purchase order; and providing an effective date.

BACKGROUND:

Technical rescue gear (TRG) offers a lighter-weight alternative to the typical structural firefighting gear (SFG) for non-fire incidents. The benefits of utilizing TRG as opposed to SFG for non-fire incidents include the following:

- Heat Stress Mitigation - TRG is typically 20–30 pounds lighter than SFG, improving heat dissipation, mobility, and reducing exertion. This is critical during high-activity rescues where structural thermal protection isn't required.
- Improved Functionality - TRG enhances safety and range of motion during climbing, kneeling, or lifting activities. TRG is designed for operations such as:
 - Vehicle extrication and accidents
 - Elevator entrapments
 - Rope and high-angle rescues
 - Incident command and industrial emergencies

The Addison Fire Department (AFD) does not currently have dedicated TRG. AFD currently utilizes SFG for all incident types, including non-fire responses. This would be the initial implementation of TRG for the department.

The purpose of purchasing this specialized equipment is to better align with the types of incidents most frequently encountered by AFD. A significant portion of the department's call volume consists of non-fire incidents such as vehicle accidents, rescues, and technical operations where full SFG is unnecessary and can be cumbersome.

If the purchase of TRG is not approved, AFD will continue to operate in SFG during technical rescue incidents, which may result in:

- An increased risk of heat stress and fatigue due to heavier gear.
- Reduced mobility and efficiency during complex rescue operations.
- A potential increased risk of injury due to limited range of motion.
- Continued use of equipment that is not optimized for non-fire situations.

Overall, this could negatively impact both responder safety and operational effectiveness. The proposed purchase includes a full complement of TRG sets to outfit 52 operations personnel.

AFD selected Casco Industries based on their specialization in fire service and technical rescue equipment, as well as their ability to provide compliant, high-quality gear that meets applicable safety standards.

Casco Industries is an approved vendor through the BuyBoard Cooperative Purchasing Program. The purchase of TRG through BuyBoard Contract #698-23, which covers public safety and firehouse supplies and equipment, ensures the Town is receiving best value pricing while remaining compliant with procurement policies and regulations.

FISCAL IMPACT

The purchase of Technical Rescue Gear (TRG) was approved as a decision package in the Town's Adopted FY26 Budget. The purchase was budgeted in amount of \$75,000 in the Self-Funded Special Projects Fund.

RECOMMENDATION

Staff recommends approval.

Attachments

Resolution - Technical Rescue Gear Purchase

Technical Rescue Gear Quote - Coats

Technical Rescue Gear Quote - Pants

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF TECHNICAL RESCUE GEAR (TRG) FROM CASCO INDUSTRIES, INC. THROUGH BUYBOARD CONTRACT #698-23, IN AN AMOUNT NOT TO EXCEED \$67,346.35; AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The purchase of Technical Rescue Gear (TRG) from Casco Industries, Inc., through Buyboard Contract #698-23 in an amount not-to-exceed of \$67,346.35 is hereby approved. A copy of the quote is attached to this Resolution as **Exhibit A**. The City Manager and/or his designee is hereby authorized to execute a purchase order and 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 **April**, 2026.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia, City Secretary

EXHIBIT A

[To Be Attached]



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

ACCOUNT: 9654	SHIP TO: Addison Fire Department
SOLD TO: Addison Fire Department 4798 Airport Parkway Addison, TX 75001	4798 Airport Parkway Addison, TX 75001
ATTN: John Lage	ATTN: John Lage
PHONE: 972-450-7215	PHONE: 972-450-7215
EMAIL: jlage@addisontx.gov	EMAIL: jlage@addisontx.gov

CREDIT CARD:		DIST	CUST PO NUMBER		SALES REP ID	SALES REP #
NAME/EXP DATE					189	JG1218A
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ADD	12/18/2025	QUOTE

ITEM	LOC	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT
1		PGI # 5814798; Sigma 7oz. - BLK COATS (SM - XLARGE)	49		\$ 449.10	\$ 22,005.90
					\$ -	\$ -
					\$ -	\$ -
2		PGI # 5814798; Sigma 7oz. - BLK COATS (XX LARGE)	2		\$ 556.60	\$ 1,113.20
					\$ -	\$ -
					\$ -	\$ -
3		PGI # 5814798; Sigma 7oz. - BLK COATS (XXX LARGE)	1		\$ 607.30	\$ 607.30
					\$ -	\$ -
					\$ -	\$ -
4		PGI # 37-FL(580); R/O Triple Trim (COAT)	52		\$ 54.50	\$ 2,834.00
					\$ -	\$ -
					\$ -	\$ -
5		PGI # 24FL; 3" Red Orange Letters each HEAT (FOR NAMES)	325		\$ 2.00	\$ 650.00
6		PGI # 24-FL; 3" Red Orange Letters HEAT	572		\$ 2.00	\$ 1,144.00
		"ADDISON FIRE" ON 2 LINES			\$ -	\$ -
					\$ -	\$ -
7		PGI # 50-FL; 8" x 16" Banner Sewn On	52		\$ 14.55	\$ 756.60
8		PGI # 85-FL; 5" x 20" Banner with Hook/Loom	52		\$ 37.95	\$ 1,973.40
		Name at Bottom of Coat (LAST NAME, WITH EXCEPTIONS)			\$ -	\$ -
					\$ -	\$ -
9		PGI #95-FL Squish Elbow Pad	52		\$ 59.80	\$ 3,109.60
					\$ -	\$ -
10		PGI # 101-fl; Detachable & Adjustable Radio Pocket.	52		\$ 27.20	\$ 1,414.40
		Left Chest.			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
		PGI - Bagging of Coat and Pant with LAST NAME, FIRST INIT.			\$ -	\$ -
					\$ -	\$ -
		BB-69823; BUYBOARD 698-23			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

ADDITIONAL COMMENTS BELOW		DIST TOTAL: \$ 35,744.90	Subtotal	\$ 35,608.40
Freight added upon delivery.		ADD	Tax	\$ -
			Freight	\$ 136.50
			TOTAL	\$ 35,744.90

Quote is good for 30 days. Please review our Return and Payment Policies at www.cascoindustries.com/policies



HEADQUARTERS: SHREVEPORT, LA 71148-8007

SERVING NORTH TEXAS

ACCOUNT: 9654 SOLD TO: Addison Fire Department 4798 Airport Parkway Addison, TX 75001 ATTN: John Lage PHONE: 972-450-7215 EMAIL: jlage@addisontx.gov	SHIP TO: Addison Fire Department 4798 Airport Parkway Addison, TX 75001 ATTN: John Lage PHONE: 972-450-7215 EMAIL: jlage@addisontx.gov
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CREDIT CARD:		DIST	CUST PO NUMBER	SALES REP ID	SALES REP #	
NAME/EXP DATE				189	JG1218A	
NUMBER/CODE/ZIP			TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#			30	ADD	12/18/2025	QUOTE

ITEM	LOC	DESCRIPTION		QTY	SHIPPED	PRICE	AMOUNT
			\$ -			\$ -	\$ -
1		PGI # 7804798; Sigma 7oz. - BLK PANTS (SM - XLARGE)	\$ -	48		\$ 516.50	\$ 24,792.00
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
2		PGI # 7804798; Sigma 7oz. - BLK PANTS (XX LARGE)	\$ -	3		\$ 581.25	\$ 1,743.75
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
3		PGI # 7804775; Sigma 7oz. - BLACK PANTS (XXX LARGE)	\$ -	1		\$ 634.00	\$ 634.00
			\$ -			\$ -	\$ -
			\$ -			\$ -	\$ -
4		PGI # 37-FL(780); R/O Triple Trim (PANTS)	\$ -	52		\$ 13.50	\$ 702.00
			\$ -			\$ -	\$ -
5		PGI # 88-FL; Squish Knee Pad	\$ -	52		\$ 69.10	\$ 3,593.20
			\$ -			\$ -	\$ -
		PGI - Bagging of Coat and Pant with LAST NAME, FIRST INIT.	\$ -			\$ -	\$ -
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		BB-69823; BUYBOARD 698-23	\$ -			\$ -	\$ -
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ADDITIONAL COMMENTS BELOW	DIST TOTAL: \$ 31,601.45	Subtotal	\$ 31,464.95
Freight added upon delivery.	ADD	Tax	\$ -
		Freight	\$ 136.50
		TOTAL	\$ 31,601.45

Quote is good for 30 days. Please review our Return and Payment Policies at www.cascoindustries.com/policies

City Council Regular Meeting

5. a.

Meeting Date: 04/14/2026

Department: City Manager

Key Focus Areas: Mobility and Connectivity

AGENDA CAPTION:

Present, discuss, and consider action on an Ordinance of the Town of Addison, Texas amending Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance) of the Code of Ordinances of the Town by adding Section 2-351(j) providing for Addison Orbit transit fees.

BACKGROUND:

At the [April 7, 2026 City Council Work Session Meeting](#), staff presented information on fares for Addison Orbit and reviewed fare models from comparable regional transit providers to inform potential rate options. Staff evaluated fare structures from Dallas Area Rapid Transit (DART), Arlington’s on-demand service (Via), Denton County Transportation Authority (DCTA), and Trinity Metro.

Council directed staff to prepare an Ordinance to adopt fees for Addison Orbit with a fare structure aligned with DART at \$3.00 for adults, \$1.50 for seniors, and monthly passes at \$126 for adults and \$96 for seniors to be consistent with regional rates and user expectations. In addition to the fare structure, Council directed staff to set the following parameters: children under 12 years of age are free, seniors are persons aged 65 and older and travel to or from a rally point is free of charge.

Proposed Fees for Addison Orbit:

System	Adult Fare (One-Way)	Senior Fare	Paratransit	Monthly Pass (Adult)	Monthly Pass (Senior)
Addison Orbit	\$3.00	\$1.50	\$3.50	\$126.00 (local)	\$96.00

- Children under 12 years of age are free.
- Seniors are persons aged 65 and older.
- Travel to or from a rally point is free of charge.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff has prepared the attached Ordinance per Council direction.

Attachments

Presentation - Addison Orbit Rates Adoption

Ordinance - Addison Orbit Rates Adoption

Rates for Addison Orbit

April 14, 2026

Deputy City Manager, Ashley Shroyer



ADDISON

- At the April 7, 2026 City Council Work Session meeting, staff presented information on fares for Addison Orbit and reviewed fare models from comparable regional transit providers to inform potential rate options.
- Staff evaluated fare structures from Dallas Area Rapid Transit (DART), Arlington's on-demand service (Via), Denton County Transportation Authority (DCTA), and Trinity Metro.

Fare Structure

System	Adult Fare (One-Way)	Senior Fare	Paratransit	Monthly Pass (Adult)	Monthly Pass (Senior)
DART	\$3.00	\$1.50	\$3.50	\$126.00 (local)	\$96.00

- (1) Children under 12 years of age are free.
- (2) Seniors are persons aged 65 and older.
- (3) Travel to or from a rally point is free of charge.

Questions

ORDINANCE NO. O26-_____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS AMENDING CHAPTER 2 (ADMINISTRATION), SECTION 2-351 (MASTER FEE ORDINANCE) OF THE CODE OF ORDINANCES OF THE TOWN BY ADDING SECTION 2-351(j) PROVIDING FOR ADDISON ORBIT TRANSIT FEES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Chapter 2 (Administration), Section 2-351 (Master Fee Ordinance) of the Code of Ordinances of the Town of Addison, Texas, is hereby amended, in part, by adding Section 2-351(j) to read as follows:

“Sec. 2-351 – Master fee ordinance.

...

(j) *Addison Orbit Transit Fees*

Addison Orbit Transit System Fees		
Fare Type	Rate⁽²⁾	Monthly Pass
Adult (One-Way)	\$3.00	\$126.00
Senior ⁽¹⁾	\$1.50	\$96.00
Child (Under 12)	No Charge	N/A
Paratransit	\$3.50	N/A

(1) Seniors are persons aged 65 and older

(2) There is no charge for local trip segments directly to or from a rally point for connection to DART. Only applies to rally points designated by the Town and are subject to change from time to time.

SECTION 2. This Ordinance shall be cumulative of all other ordinances of the Town and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance. Provided, however, that the repeal of such ordinances or parts of such ordinances, and the amendments and changes made by this Ordinance, shall not affect any right, property, or claim which was or is vested in the Town, or any act done, or right accruing or accrued, or established, or any suit, action or proceeding had or commenced before the time when this Ordinance shall take effect; nor shall said repeals, amendments or changes affect any offense committed, or any penalty or forfeiture incurred, or any suit or prosecution pending at the time when this Ordinance shall take effect under any of the ordinances or sections thereof so repealed, amended or changed; and to that extent and for that purpose the provisions of such ordinances or parts of such ordinances shall be deemed to remain and continue in full force and effect.

SECTION 3. The sections, paragraphs, sentences, phrases, clauses, and words of this

Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 4. The above and foregoing recitals to this Ordinance are true and correct and are incorporated herein and made a part of this Ordinance for all purposes.

SECTION 5. This Ordinance shall be effective from and after its date of passage.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, this the 14th day of APRIL 2026.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

APPROVED AS TO FORM:

Valencia Garcia, City Secretary

Whitt Wyatt, City Attorney

City Council Regular Meeting

5. b.

Meeting Date: 04/14/2026

Department: Fire

Key Focus Areas: Public Safety

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution approving the purchase of one (1) E-One 6x6 Titan Airport Rescue Firefighting (ARFF) apparatus and one (1) ARFF Rapid Intervention Vehicle (RIV) from Metro Fire Apparatus Specialist, Inc., through Sourcwell contract #113021-RVG-1 and HGAC contract #FS12-23 in an amount not to exceed \$1,471,791.00; authorizing the City Manager to execute the purchase order; and providing an effective date.

BACKGROUND:

On June 17, 2024 the Town executed a Letter of Intent to Purchase one (1) E-One 6x6 Titan Airport Rescue Firefighting (ARFF) apparatus and one (1) ARFF Rapid Intervention Vehicle (RIV) from Metro Fire Apparatus Specialist, Inc., through Sourcwell contract #113021-RVG-1 and HGAC contract #FS12-23, in an amount not to exceed \$1,471,791.00.

The current Rescue 101 is a 2020 Rosenbauer Panther 4x4 (Fleet #208). Council approved the purchase in January 2019, and the Addison Fire Department (AFD) took possession the following year. As of October 2025, the unit is nearly six years old and continues to serve as the department's dedicated ARFF vehicle.

The primary reason for replacing Rescue 101 is the transition from AFFF (Aqueous Film Forming Foam) to F3 (Fluorine-Free Foam).

The current vehicle contains AFFF, which is used for suppressing fuel-based fires, particularly those involving aircraft or flammable liquids. However, AFFF contains per-and polyfluoroalkyl substances (PFAS) which are synthetic chemicals often referred to as "forever chemicals" because they:

- Do not break down in the environment.
- Accumulate in water, soil, and the human body over time.
- Have been linked to adverse health effects.
- Are increasingly restricted by federal and state environmental agencies.

AFD is transitioning to F3 as part of a national shift toward safer and more environmentally responsible firefighting practices and:

- Does not contain PFAS.
- Provides effective fire suppression capabilities.
- Eliminates long-term environmental and health hazards associated with AFFF.
- Aligns with best practices recommended by the Federal Aviation Administration, (FAA), Environmental Protection Agency (EPA), and National Fire Protection Association (NFPA).

This transition to a new apparatus demonstrates the Town's commitment to protecting both firefighter safety and the community's environmental health.

While the Town could decontaminate the current apparatus, decontaminating existing ARFF vehicles is complex, costly, and uncertain. The challenges include:

- The inability of PFAS chemicals to be fully removed.
- All waste must be contained and stored until approved destruction methods are identified.

- Disposal options (incineration, landfill, or deep-well injection) are expensive and carry ongoing liability.

FISCAL IMPACT

The Town has planned for the replacement of the current ARFF vehicle as part of its FY 2026 Capital Improvement Plan utilizing Airport Funds. The replacement project includes:

- E-One 6x6 ARFF – \$1,506,791.00
- ARFF RIV – \$398,000.00
- Sourcewell Fee – \$2,000.00
- Trade-Ins – (\$435,000.00)

This purchase also includes disposal of five 55-gallon drums of foam.

Total Contract \$1,471,791.00

RECOMMENDATION

Staff recommends approval.

Attachments

Presentation - ARFF Apparatus and Vehicle Purchase
Resolution - ARFF Apparatus and Vehicle Purchase
Letter of Intent to Purchase and Proposal
Metro Fire Apparatus Specialists Invoice

Replacement of Fire Department Airport Vehicles

April 14, 2026

CJ Alexander, Fire Chief

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font centered within a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a grey triangle at the top and bottom corners.

Background

Squad 101

- Placed into service in 2018 – currently at 8 years of service.
- Scheduled for replacement in FY2027 in the Town’s Asset Management Plan.

Rescue 101 – Airport Rescue Firefighting (ARFF) Vehicle

- Placed into service in 2020 – currently at 6 years of service.
- Replacing with Squad 101 to transition all equipment at the same time from Aqueous Film Forming Foam (AFF) to Fluorine-Free Foam (F3).

The FY2026 Capital Improvement Plan budget includes funding to replace both vehicles with a budget of \$1.5 million.

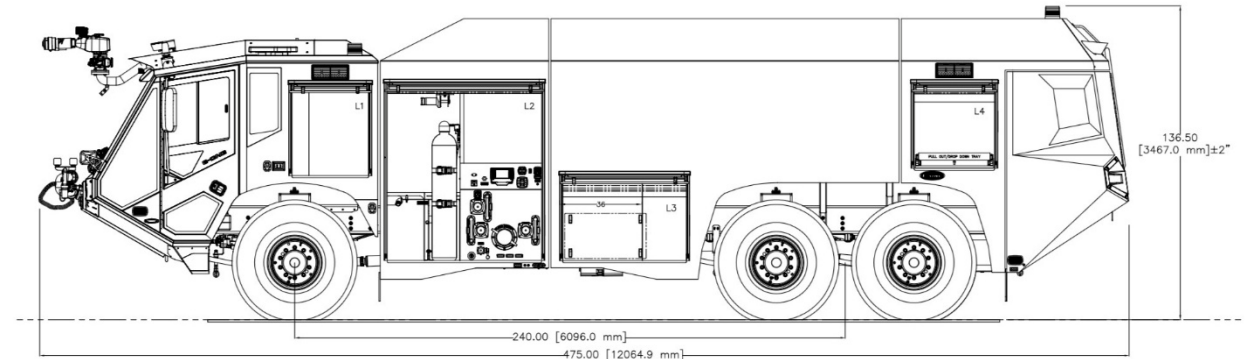


Transition to F3 Foam

- The primary driver for Rescue 101 replacement is **to transition from AFFF foam to F3 foam** for suppressing fuel-based fires.
- The current vehicle contains **AFFF foam with PFAS** ('forever chemicals') which:
 - Do not break down in the environment.
 - Accumulate in water, soil, and the human body over time.
 - Have been linked to adverse effects.
 - Are increasingly restricted by federal and state environmental agencies.
- **F3 Foam:**
 - Does not contain PFAS.
 - Provides effective fire suppression capabilities.
 - Eliminates long-term environmental and health hazards associated with AFFF.
 - Aligns with best practices from the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), and National Fire Protection Association (NFPA).

Proposed Apparatus

- **Squad 101** → ARFF Rapid Intervention Vehicle (RIV)
- **Rescue 101** → E-One 6x6 Titan ARFF
- **Improves:**
 - Safety
 - Compliance
 - Operational Capability



- On June 17, 2024, the Town signed a Letter of Intent for the two vehicles through a cooperative contract with Sourcewell.
 - AFD initiated the purchase of a new ARFF in June 2024 due to the long lead times involved in designing and manufacturing specialized emergency equipment – often more than 18-24 months.
 - The Town completed the same process for the purchase of the E101 and Q102 apparatuses.
 - Sourcewell streamlines the procurement process by developing national, competitive solicitations through a rigorous process.
 - The process is continually refined to best meet the needs of participating government agencies to offer access to exceptional products from nationally acclaimed suppliers.

- Funding for this purchase is allocated in the FY 2026 Capital Improvement Plan budget and is funded by the issuance of bonds that were approved by Council at the January 13, 2026 Council Meeting.
 - The annual debt service of the Contractual Obligations is serviced by the Airport Fund.
- AFD could decontaminate the existing ARFF vehicle, but it is complex, costly, and uncertain due to PFAS chemicals.
- AFD will receive trade-in value for current vehicles.
- Currently, AFD has appropriate reserve vehicles.

Rescue 101 (E-One ARFF)	\$1,506,791
Squad 101 (RIV)	\$398,000
Sourcewell Fee	\$2,000
Trade-In Value	(\$435,000)
Total:	\$1,471,791

- Staff recommends approval of the purchase the two (2) vehicles.
- If approved, the following are estimated arrival dates:
 - **New Squad 101** - May 2026
 - **New Rescue 101** - Summer 2026

Questions

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE PURCHASE OF ONE (1) E-ONE 6X6 TITAN AIRPORT RESCUE FIREFIGHTING (ARFF) APPARATUS AND ONE (1) ARFF RAPID INTERVENTION VEHICLE (RIV) FROM METRO FIRE APPARATUS SPECIALIST, INC., THROUGH SOURCEWELL CONTRACT #113021-RVG-1 AND HGAC CONTRACT #FS12-23, IN AN AMOUNT NOT TO EXCEED \$1,471,791.00; 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 E-One 6x6 Titan ARFF apparatus and one ARFF RIV and desires to authorize the purchase of said apparatus from Metro Fire Apparatus Specialists, Inc. pursuant to Sourcewell Vendor Contract #113021-RVG-4 and HGAC contract #FS12-23.

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 an E-One 6x6 Titan Airport Rescue Firefighting Apparatus and a Aircraft Rescue Firefighting Rapid Intervention Vehicle in an amount not-to-exceed \$1,471,791.00. A copy of the letter of intent to purchase (LOI) and proposal 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 **April**, 2026.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia, City Secretary

EXHIBIT A
[To Be Attached]



May 20, 2024

Metro Fire Apparatus Specialist, Inc.
514 Michigan
Houston, TX 77587
(713) 692-0911

Re: Non-Binding Letter of Intent to Purchase (LOI) for the Purchase of Aircraft Rescue Firefighting vehicle and Squad vehicle.

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, aircraft rescue firefighting and squad vehicles and other materials, being more specifically described in the Proposal; 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. **EFFECTIVE / EXPIRATION DATE:** This LOI shall become 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.

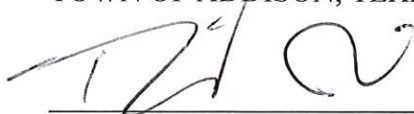
5. **PURCHASE PRICE:** The offered purchase price for the Equipment shall not exceed \$1,471,791 (the “Purchase Price”) in accordance with the Proposal in **Exhibit A**. Vendor acknowledges it will not increase the purchase price prior to the expiration of this LOI. The Purchase Price includes the credit to the unit price identified in the Proposal; and attached as **Exhibit A**, for three (3) trade-in vehicles to be transferred from Purchaser to Vendor upon delivery of Equipment to Purchaser, including all AFFF foam in said vehicles and/or Purchaser’s possession at the time of delivery.

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: 6/12/24

Notice Address:

Town of Addison
Attn: City Manager

E: dgaines@addisontx.gov

For Vendor:

APPARATUS SPECIALIST, INC.

Digitally signed
by **Brian**

Title: **Cudaback**

Date: 2024.06.10

Date: 16:35:00 -05'00'

Notice Address:

EXHIBIT A



Metro Fire Apparatus Specialists, Inc.
17350 State Hwy 249, Suite 250
Houston, Texas 77064-1142
713.692.0911 Office
www.mfas.com

PROPOSAL

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) E-One 6 X 6 Titan ARFF and one (1) RIV Vehicle and equipment as specified:

6 X 6 ARFF Price \$1,506,791.00

ARFF RIV Price \$398,000.00

Sourcewell Fee \$2000.00

Trade Ins (\$435,000.00)

TOTAL CONTRACT \$1,471,791.00

Also included disposing of 5-55 gallon drums of foam.

No State, Federal or local taxes included.

The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals of 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 550 calendar days after receipt of a LOI from the city. The completed apparatus will be delivered to you on or about October 2, 2025 at:

*Addison Fire Department
Addison, Texas 75001*

Unless accepted within 30 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw or adjust this proposal.

By Brian Cudaback

Brian Cudaback – Apparatus Manager

TERMS:

Payment due upon delivery and acceptance of completed apparatus.

The Apparatus Specialists



Remit to:
 17350 State Hwy 249 Ste. 250
 Houston, TX 77064
 (713) 692-0911 Phone
 (713) 692-1591 Fax

INVOICE

Number	403950
Invoice Date	01/23/2026
Ordered Date	10/01/2025
Page	1

Bill to: CITY OF ADDISON
 5350 BELT LINE ROAD
 DALLAS, TX 75254

Ship to: ADDISON FIRE DEPARTMENT
 4798 AIRPORT PARKWAY
 ADDISON, TX 75001

Phone: (903) 821-0171

Phone: (903) 821-0171

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
ADD001	MATT FERGUSON	APPARATUS		LETTER OF INTENT
Entered By	FOB	Ship Via	Terms	
BRIAN RUSSELL	DESTINATION	BEST WAY	DUR	

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	B/O					
1	0	1	EA	MET-APPARATUS	2026 E-ONE 6X6 TITAN ARFF VEHICLE BUILT TO DEPARTMENTS SPECIFICATIONS VIN: TBD BODY: TBD	1,076,791.00	1,076,791.00
1	0	1	EA	MET-APPARATUS	METRO UPFIT PER CUSTOMER SPECIFICATIONS ON 2024 FORD F-550 VIN: 1FD0W5HT2REF68823 BODY: 75407	395,000.00	395,000.00

SubTotal 1,471,791.00

TOTAL 1,471,791.00

City Council Regular Meeting

5. c.

Meeting Date: 04/14/2026

Department: Public Works

Key Focus Areas: Mobility and Connectivity

AGENDA CAPTION:

Present, discuss, and consider action on the adoption of the Pedestrian Toolbox and Crossing Treatment Guidelines.

BACKGROUND:

As part of the Town of Addison's commitment to creating a safe, accessible, and vibrant community, the Master Transportation Plan includes a comprehensive "Pedestrian Toolbox." The Pedestrian Toolbox and Crossing Treatment Guidelines is designed to provide a set of best practices, design guidelines, and implementation strategies to enhance the pedestrian experience throughout the Town.

The Pedestrian Toolbox and Crossing Treatment Guidelines offers a strategic framework to evaluate, prioritize and implement future pedestrian improvements that align with Addison's goals for sustainability, mobility, and community character. The Toolbox outlines a variety of infrastructure treatments, policy recommendations, and design elements that support walkability, safety, and connectivity. These include but are not limited to, sidewalk design standards, crosswalk enhancements, pedestrian signals, traffic-calming measures, wayfinding, streetscape improvements, and accessibility features compliant with the Americans with Disabilities Act (ADA) and in accordance with the Federal Highway Administration (FHWA) countermeasures and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

The Pedestrian Toolbox and Crossing Treatment Guidelines was originally included in the Master Transportation Plan but has been separated in order for the Town to begin addressing and completing projects included in the Toolbox. The Town ensures a consistent and evidence-based approach to planning and constructing pedestrian facilities. The Toolbox serves as a resource for Town staff, developers, and the public promoting thoughtful integration of pedestrian needs into all transportation and land use projects. Town staff has created a Pedestrian Dashboard to track the projects.

The Pedestrian Toolbox and Crossing Treatment Guidelines was presented to City Council on April 7th during a Work Session meeting in order to receive feedback and have a discussion prior to adoption. The Pedestrian Toolbox and Crossing Treatment Guidelines will be incorporated into the Master Transportation Plan during the adoption of City Council.

FISCAL IMPACT

Adoption of the Pedestrian Toolbox and Crossing Treatment Guidelines will allow for the implementation of specific projects or infrastructure improvements recommended within the Toolbox and Crossing Treatment Guidelines. Some of which may require funding allocations as part of future Capital Improvement Programs (CIP) or annual budget cycles through Decision Packages. Costs associated with individual pedestrian improvements will be evaluated on a project-by-project basis, and funding sources may include local, state, federal, or grant opportunities as available. Staff will be using the funding allocated in the FY26 Budget in the amount of \$150,000 for pedestrian improvements and continue to include projects in the CIP and future grant funding.

RECOMMENDATION

Staff recommends approval.

Attachments

Presentation - Pedestrian Toolbox Adoption

Pedestrian Toolbox and Crossing Treatment Guidelines



Pedestrian Toolbox and Crossing Treatment Guidelines Adoption

Individual Consideration
April 14, 2026
Rebecca P Diviney, P.E.
Public Works and Engineering

Pedestrian Toolbox



PHB



Shared-Use Path



Marked Crosswalk



Curb Ramps



RRFB



Sidewalk



Crossing Islands



LPI



Improved Slip Lanes



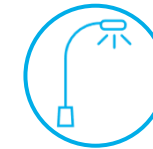
Pedestrian Countdown



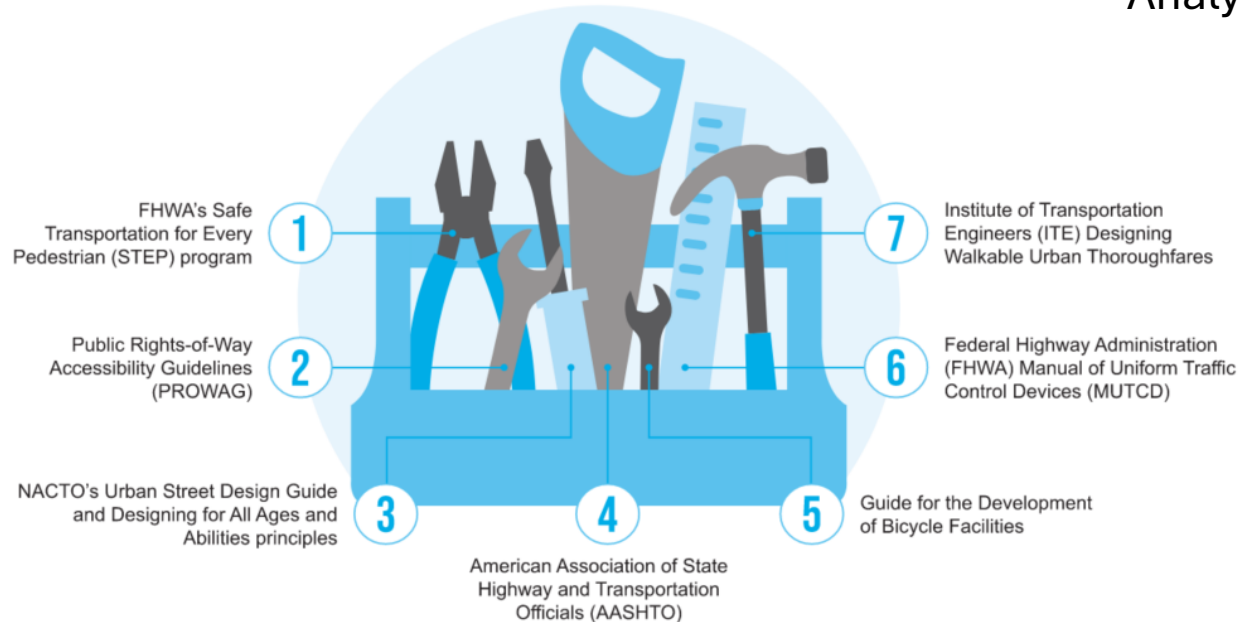
Curb Extensions



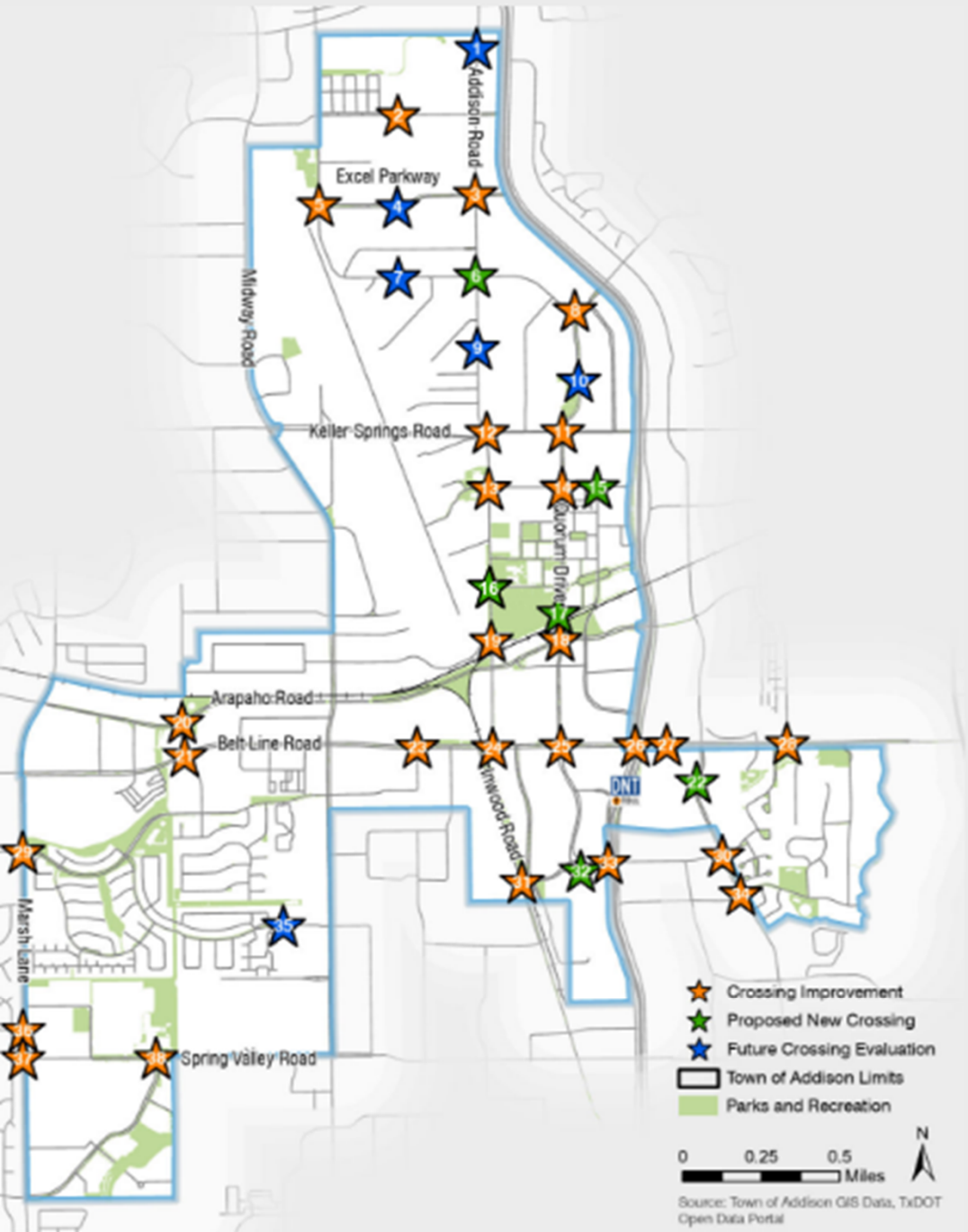
Traffic Signal Warrant Analysis



Lighting



Proposed Improvements



	PHB	Shared-Use Path	Marked Crosswalk	Curb Ramps	RRFB	Sidewalk	Crossing Islands	LPI	Improved Slip Lanes	Pedestrian Countdown	Curb Extensions	Traffic Signal Warrant Analysis
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Note: All Crossing Improvement locations shown represent potential pedestrian improvements based on initial screening. Each new crossing location must meet the minimum pedestrian crossing volume thresholds and undergo a site-specific engineering evaluation using the **Crossing Guidelines** outlined in this report to determine the appropriateness and final selection of any treatments.

** Some locations require coordination with partner agencies or adjacent jurisdictions for design approval and implementation.*

Pedestrian Dashboard



File View

Pedestrian Dashboard ☆

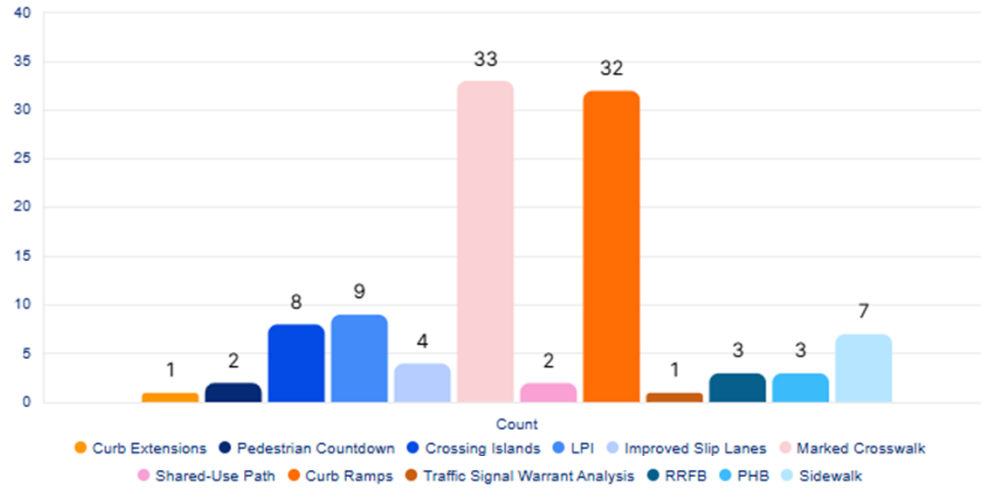


Pedestrian Improvements

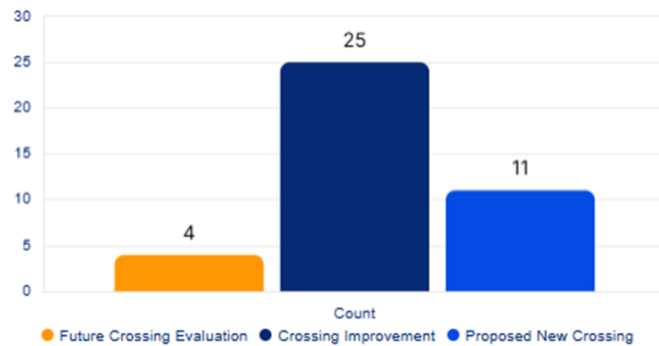
+ Add to work...

- ▼ Collections
- ▼ Workspace It
- ▢ Bond Improv
- ▢ HSIP Improv
- ▢ Maintenance
- ▢ MTP List
- 🕒 Pedestrian D
- ▢ Pedestrian Ir
- ▢ Unknown Fu

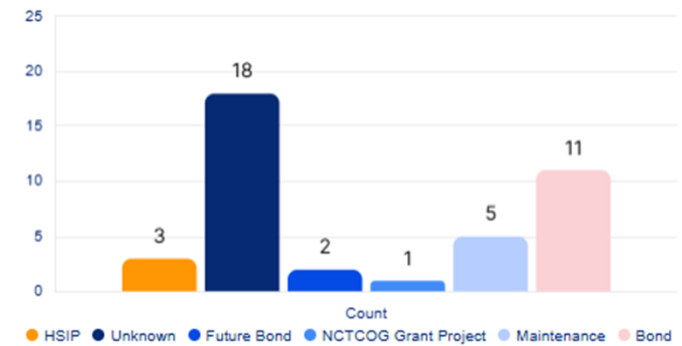
Potential Improvements



Count of Plans by Type



Count of Project Types



Next Steps



1

Continue to receive feedback and monitor requests received throughout the Town

2

Received City Council feedback and comments on April 7, 2026 City Council meeting

3

Pedestrian Toolbox for Approval and Formal Adoption at the April 14, 2026. Staff to include the Pedestrian Toolbox in the Master Transportation Plan.

4

Execute projects using the existing budgeted amount from FY26 and additional requests for funding during the FY27 Budget Process

Questions?



TOWN OF ADDISON

PEDESTRIAN TOOLBOX AND CROSSING TREATMENT GUIDELINES

FINAL - APRIL 2026

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TOWN OF ADDISON

PEDESTRIAN TOOLBOX AND CROSSING TREATMENT GUIDELINES

Pedestrian infrastructure serves as the backbone of walkable, vibrant communities. For Addison, prioritizing pedestrian safety, comfort, connectivity, and placemaking is essential. This Pedestrian Toolbox provides guidance and practical recommendations tailored to the unique context of Addison, complementing previous planning efforts and emphasizing strategic integration with the Addison Citywide Trails Master Plan and existing MTP initiatives.

WHY PLAN FOR PEDESTRIANS?

Addison has earned a reputation as one of the most walkable and livable communities in North Texas. Many residents move to Addison specifically to take advantage of its shaded, tree-lined streets and wide sidewalks. The Town has proactively designed and reconstructed its roadways with the goal of supporting a high-quality pedestrian experience. These design choices—such as adding buffers between sidewalks and traffic, implementing landscaping standards, and integrating trails into redevelopment areas—demonstrate a long-standing commitment to walkability.

The Pedestrian Toolbox builds upon this, offering a strategic framework to evaluate, prioritize, and implement future pedestrian improvements that align with Addison's goals for sustainability, mobility, and community character.



Pedestrians on Sidewalk



ECONOMY

A connected pedestrian network promotes economic vitality and supports local businesses. Walkable communities attract residents, businesses, and visitors, often contributing to higher property values and retail sales. According to research from the National Association of Realtors, walkable neighborhoods experience up to 15–20% higher property values. In Addison, pedestrian access to employment hubs and commercial corridors like Quorum Drive and Belt Line Road helps foster a thriving local economy.



HEALTH

Walkable environments support public health by encouraging daily physical activity. With inviting sidewalks, safe crossings, and trail connections, Addison enables residents of all ages and abilities to walk for recreation, fitness, or daily errands. This contributes to lower rates of chronic illness, improved mental health, and higher overall quality of life.



MOBILITY

Sidewalks, trails, and crossings form a critical layer of the transportation system. They increase mobility options and connect residents to transit, employment, and local destinations. In Addison, pedestrian routes are often shorter and more direct than vehicular ones, allowing for efficient travel between neighborhoods and amenities. With a growing number of planned trails and transit connections, this mobility layer is more important than ever.



ENVIRONMENT

By replacing short vehicle trips with walking trips, a complete pedestrian network helps reduce vehicle miles traveled and associated emissions. Addison's pedestrian network—enhanced with shade trees and native landscaping—contributes to better air quality and regional climate resilience while also supporting stormwater management.



LIVABILITY

A walkable community is a livable community. Addison's neighborhoods, parks, and mixed-use centers are linked by high-quality pedestrian routes that foster a strong sense of place. Safe and accessible sidewalks support residents who may not drive—children, seniors, and those with disabilities—ensuring that all can access key destinations independently and comfortably.



SAFETY

Pedestrian safety is a core priority in Addison's street design. As the Town upgrades corridors like Midway Road and Keller Springs Road, it incorporates wider sidewalks, buffer areas, and improved crossing locations to reduce crash risk and create safer and more comfortable conditions for people walking. Continued investment in these features supports a more walkable and safe community for all.

HOW DOES ADDISON PLAN TO RESPOND TO PEDESTRIAN NEEDS?

Across the country, communities are grappling with a similar set of challenges when it comes to pedestrian safety, comfort, and access. National guidance from organizations such as the Federal Highway Administration (FHWA), the National Association of City Transportation Officials (NACTO), and the American Planning Association (APA) identifies several key barriers to walkability that are commonly experienced in communities of all sizes:

- ▶ Gaps in the pedestrian network, including missing sidewalks or discontinuous trails
- ▶ Unsafe or incomplete crossings, especially on wide or high-speed streets
- ▶ Poor accessibility for people with disabilities, due to outdated curb ramps or sidewalk obstructions
- ▶ Limited connectivity between neighborhoods, parks, schools, transit, and retail
- ▶ Lack of shade, lighting, or pedestrian-scale amenities, which can deter walking in all seasons
- ▶ Insufficient data or tools for prioritizing improvements based on context and need

Addison is not immune to these issues. While many parts of the community are known for their comfortable, shaded sidewalks and high-quality pedestrian infrastructure, others are still catching up—particularly where older development patterns, wide arterials, or disconnected neighborhoods exist.

To meet these goals, Addison will rely on a flexible but structured approach—one that is aligned with national best practices and tailored to local conditions. This includes:

Using data-driven tools to evaluate where pedestrian improvements are most needed, based on safety, demand, and land use context

Implementing the Citywide Trails Master Plan, which provides a long-term vision for a connected and comfortable trail network that complements on-street improvements

Designing for context, ensuring that cross sections, sidewalks, crossings, and amenities reflect the surrounding land use and expected pedestrian activity

Coordinating with redevelopment, bond-funded initiatives, and capital projects, to implement pedestrian improvements efficiently and cost-effectively

Ensuring ADA compliance, so that new and reconstructed infrastructure is inclusive, accessible, and supports public health and mobility for all ages and abilities

Recognizing that walking is a fundamental part of daily life, Addison is committed to a comprehensive and context-sensitive approach to improving pedestrian infrastructure. This means moving beyond basic compliance and toward a pedestrian environment that is safe, convenient, and comfortable for people of all ages and abilities.



PEDESTRIAN TRIP & CRASH LOCATION MAP

Pedestrian Trip & Crash Location Map presents a combined view of pedestrian trip activity and pedestrian crash locations across Addison. This map helps identify where people are walking most often—and where safety interventions may be needed to protect them.



WHAT THE MAP SHOWS

- ▶ Heat mapping of pedestrian activity highlights areas with the highest estimated foot traffic based on land use, trail and sidewalk connectivity, and observed travel patterns.
- ▶ Star symbols show where pedestrian-involved crashes occurred between 2020 and 2024.
- ▶ Together, this map helps the Town target improvements in high-use, high-risk locations.



WHERE ARE PEOPLE WALKING?

The most concentrated pedestrian activity in Addison occurs:

- ▶ Along Belt Line Road, particularly near the restaurant district and transit stops
- ▶ On Addison Road and Keller Springs Road, especially near the edges of Addison Circle
- ▶ Within Addison Circle itself and at Village on the Parkway, where mixed-use development supports walkable destinations

These areas combine residential, commercial, and recreational uses—making walking a convenient and appealing choice for many short trips.

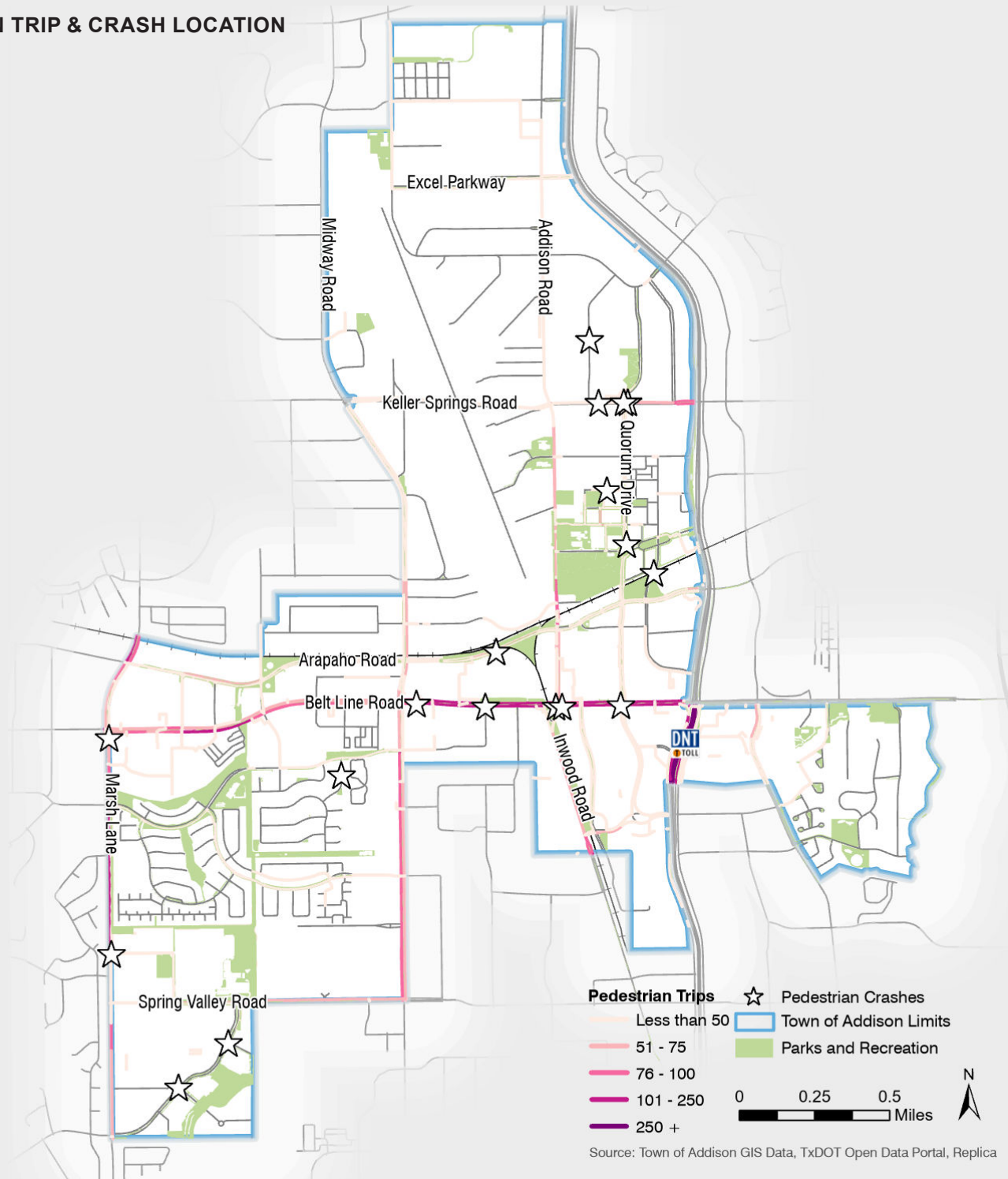


WHY IT MATTERS

Understanding where people walk—and where pedestrian crashes occur—is critical to building a safe, accessible walking network. Map 1 helps Addison:

- ▶ Pinpoint locations for new crosswalks, lighting, and signal timing changes
- ▶ Prioritize traffic calming and streetscape enhancements in walkable districts
- ▶ Ensure that future development supports safe, connected pedestrian access

MAP 1. PEDESTRIAN TRIP & CRASH LOCATION



CROSSING TREATMENT GUIDELINES

As Addison evolves its transportation network through context-sensitive cross-sections and flexible design strategies, safe and intuitive pedestrian crossings are essential for supporting walkability, comfort, and access. These guidelines provide a structured, adaptable framework for determining where crossings are needed and how they should be designed, ensuring consistency across the Town’s evolving street network.

Pedestrian crossings serve as the connective tissue between destinations, supporting local mobility, encouraging active transportation, and enhancing overall safety. The Town of Addison’s public input emphasized the priority of pedestrian comfort and safety. These guidelines are designed to:



Support Addison’s vision for walkable, mixed-use corridors and neighborhoods



Promote flexible, right-sized crossing treatments tailored to context



Encourage proactive, data-informed planning and coordination with redevelopment and capital projects

WHEN TO PROVIDE A MARKED CROSSING

Marked crossings should be included or evaluated at the following locations:



All signalized intersections



All stop-controlled approaches with current or anticipated pedestrian activity



Mid-block locations near key pedestrian generators (*e.g., transit stops, schools, parks, or shopping areas*)

Addison’s diverse roadway typologies—ranging from Residential Local streets to Principal Arterials—require a flexible toolkit of crossing treatments that match the surrounding context. Treatments outlined in the pedestrian toolbox may be layered or combined to enhance visibility, reduce crossing distances, and improve user safety.

ENHANCED VISIBILITY

These treatments increase the visibility of pedestrians and help drivers anticipate crossings.

- ▶ **High-Visibility Crosswalk Markings:** Use continental or ladder-style striping for better daytime and nighttime visibility
- ▶ **Parking Restrictions on Crosswalk Approach:** Improve sightlines by removing parking at least 20–30 feet in advance of crosswalks
- ▶ **Adequate Nighttime Lighting:** Lighting placed 10–15 feet in advance of the crosswalk (on both sides) reduces silhouettes and improves safety.
- ▶ **Pedestrian Warning Signs (W11-2):** Installed on approaches to alert drivers of crossing activity.
- ▶ **Advance Yield/Stop Markings and Signs:** Stop lines and signage 30–50 feet in advance of the crossing encourage earlier yielding and reduce encroachment.
- ▶ **In-Street Pedestrian Crossing Signs:** Flexible, TMUTCD-approved signs in the roadway median or centerline; ideal for 2–3 lane roads with ≤ 30 mph speed limits.
- ▶ **Curb Extensions ("Bulb-Outs"):** Shorten crossing distance and improve visibility; ideal in mixed-use areas or where parking lanes are present.

RAISED AND REFUGE FEATURES

These treatments physically alter the roadway to slow vehicles or provide safe waiting areas.

- ▶ **Raised Crosswalks:** Elevated crosswalks serve as both traffic calming and a crossing enhancement; suitable on low-speed, low-volume streets.
- ▶ **Pedestrian Refuge Islands:** Allow two-stage crossings on wide roadways; recommended on 4+ lane roads or where crossing exceeds ~40 feet.

TRAFFIC CONTROL AND DRIVER COMPLIANCE

For higher-speed or higher-volume streets, these tools increase driver yielding and pedestrian control.

- ▶ **Rectangular Rapid Flashing Beacons (RRFBs):** Pedestrian-activated flashing beacons for mid-block or uncontrolled locations. Most effective where speed < 40 mph and on multilane approaches.
- ▶ **Pedestrian Hybrid Beacons (PHBs):** Signalized control for higher-volume mid-block crossings; effective on roads ≥ 3 lanes and AADT $> 9,000$. Not to be used in conjunction with RRFBs.
- ▶ **Full Signalization:** Installed when conditions meet TMUTCD pedestrian warrants. Appropriate at high-volume arterials or major development entrances.
- ▶ **Leading Pedestrian Intervals (LPI):** Signal timing strategy that gives pedestrians a head start at signalized intersections, reducing conflicts with turning vehicles.

APPLICATION WITHIN THE MASTER TRANSPORTATION PLAN

Each crossing treatment should be scaled and adapted to the surrounding environment, street classification, and travel behavior. For example:

- ▶ In Residential and Urban Local areas, marked crossings, curb extensions, and in-street signs are often sufficient.
- ▶ Along Urban or Commercial Collectors, combine high-visibility markings with RRFBs, islands, and daylighting.
- ▶ On Minor and Principal Arterials, PHBs, signalization, or refuge islands should be considered where pedestrian demand is present or anticipated.

INTEGRATING WITH ADDISON'S PLANNING PROCESS

Crossing enhancements should not be treated as isolated projects—they should be woven into Addison's broader planning, redevelopment, and capital improvement projects. This approach ensures that treatments are timely and cost-effective.

THE TOWN'S PROCESS FOR SELECTING CROSSING LOCATIONS IS:

Data-Informed



Uses traffic, speed, and pedestrian data to identify needs

Context-Aware



Reflective of adjacent land uses, pedestrian generators, and Master Transportation Plan classification

Proactive

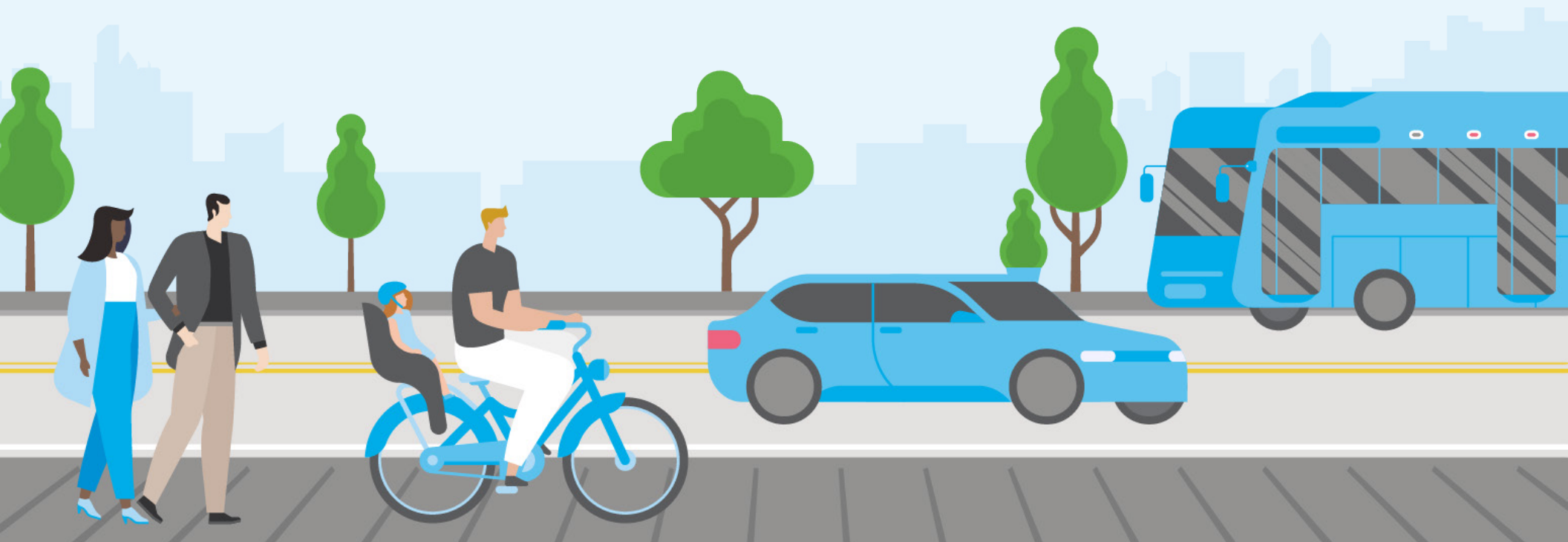


Anticipates future demand, especially in growth areas

Implementation-Focused

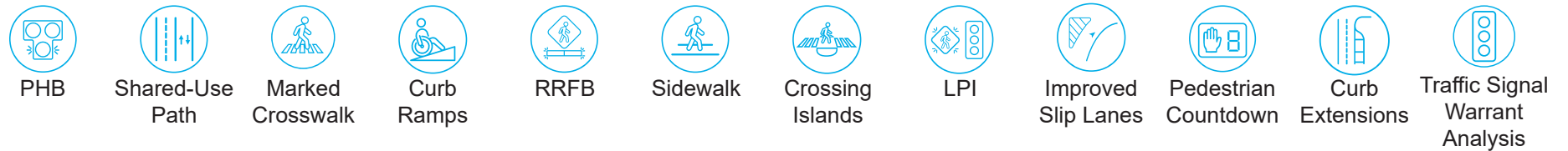


Leverages existing projects, development, or quick-build strategies



CROSSING IMPROVEMENTS MAP

The Crossing Improvements Map identifies locations where pedestrian toolbox applications are recommended based on pedestrian trip data, safety data, the Active Transportation Plan, and other data sources. Each icon corresponds to a potential improvement—such as marked crosswalks, curb ramps, refuge islands, or pedestrian hybrid beacons—at the listed locations. While these recommendations represent priority projects, a full case-by-case evaluation should be conducted using the process outlined in this chapter, which can also be applied to any future City- or community-identified crossing improvement or pedestrian project.



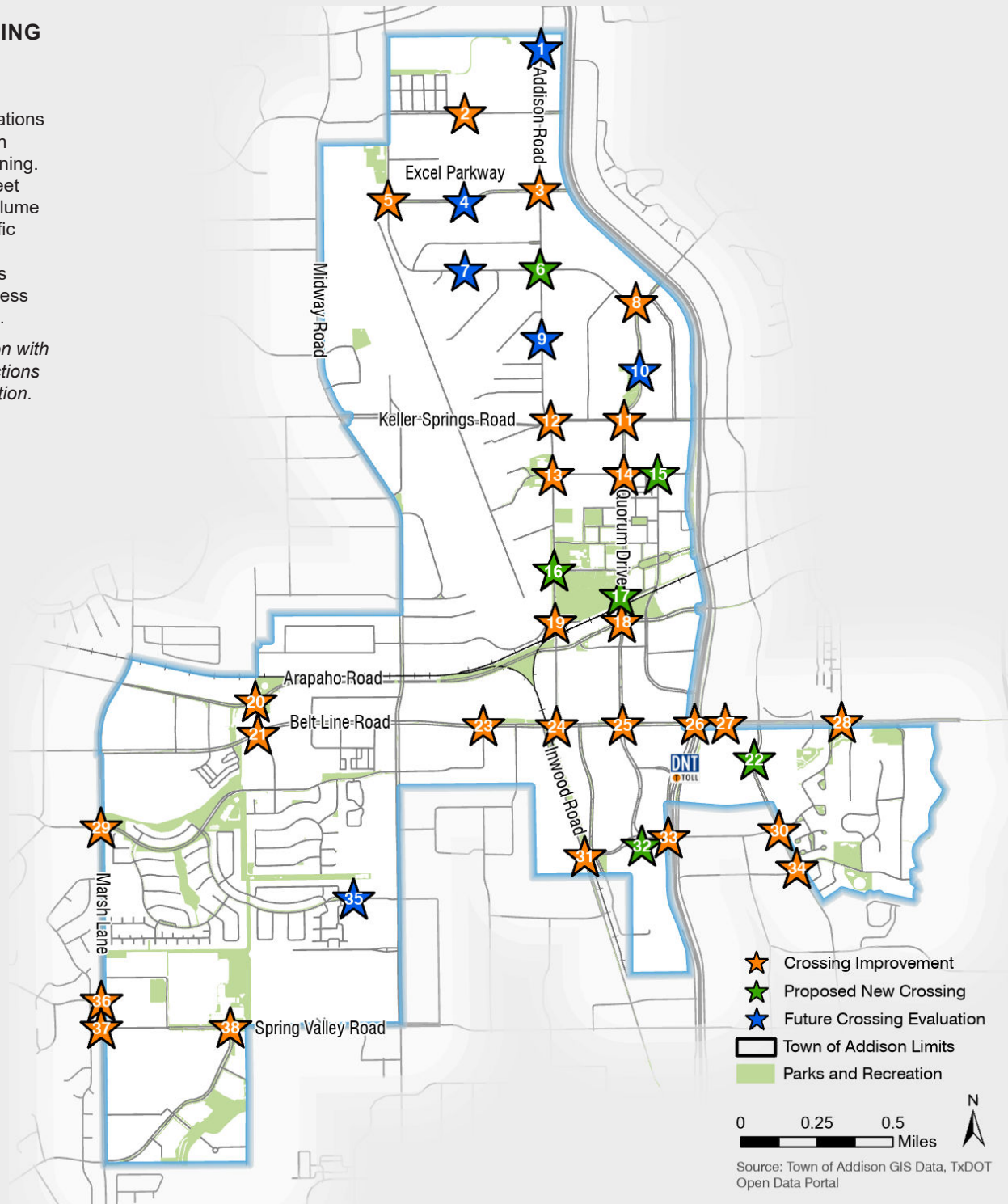
Note: All Crossing Improvement locations shown represent potential pedestrian improvements based on initial screening. Each new crossing location must meet the minimum pedestrian crossing volume thresholds and undergo a site-specific engineering evaluation using the **Crossing Guidelines** outlined in this report to determine the appropriateness and final selection of any treatments.

** Some locations require coordination with partner agencies or adjacent jurisdictions for design approval and implementation.*

MAP 2. PROPOSED CROSSING IMPROVEMENTS

Note: All Crossing Improvement locations shown represent potential pedestrian improvements based on initial screening. Each new crossing location must meet the minimum pedestrian crossing volume thresholds and undergo a site-specific engineering evaluation using the **Crossing Guidelines** outlined in this report to determine the appropriateness and final selection of any treatments.

* Some locations require coordination with partner agencies or adjacent jurisdictions for design approval and implementation.



STEP 1: SCREEN FOR POTENTIAL NEED

Identify areas where crossings are likely to improve safety and access:

- ▶ Near schools, parks, transit stops, retail areas, or civic destinations
- ▶ Within walkable districts or redevelopment corridors
- ▶ Along wide or high-speed streets with long block lengths
- ▶ Where informal or desire-line crossings are observed

 **Tip:** Coordinate with upcoming cross section redesigns or developer improvements to maximize efficiency.

Map 2 highlights priority crossing locations currently identified for evaluation based on context and need. This is not an exhaustive list—additional locations may be added over time through ongoing analysis, community input, and development coordination.

STEP 2: EVALUATE EXISTING CONDITIONS

Collect key data points:

- ▶ Street classification
- ▶ Traffic volumes
- ▶ Number of lanes and lane widths
- ▶ Posted or design speed
- ▶ Median presence
- ▶ Pedestrian activity (observed or modeled)
- ▶ ADA conditions (ramps, sidewalk continuity)
- ▶ Traffic Control
- ▶ Lighting
- ▶ Crash History



Existing Conditions in Addison

STEP 3: PRIORITIZE BASED ON CONTEXT AND DEMAND

Rank potential locations using:

- ▶ Proximity to destinations
- ▶ Accessibility factors
- ▶ Opportunity to coordinate with capital improvements
- ▶ Fit with future land use or modal priorities


 **Tip:** Use a scoring matrix to support consistent prioritization of locations, an example of such a matrix is presented in Table 13.

TABLE 1. EXAMPLE SCORING MATRIX

CRITERIA	CRITERIA POINT VALUES	POINTS
1. Collisions involving pedestrians & bicycles at the crossing within a 36 Month Period.	Period (0 to 24)	10 points per incident
	Period (25 to 36)	5 points per incident
2. Current and expected pedestrian crossing activity	0 to 10 Pedestrians	-20 points
	11 to 20 Pedestrians	-10 points
	21 to 25 Pedestrians	5 points
	26 to 40 Pedestrians	10 points
	41 to 60 Pedestrians	20 points
	61 or more Pedestrians	30 points
3. Proximity of nearest signalize or STOP controlled intersection or grade separated crossing:	0 to 500 Feet	-10 points
	501 to 750 Feet	-5 points
	751 to 1000 Feet	0 points
	1001 to 1250 Feet	5 points
	1251 or more Feet	10 points
4. Posted speed limit:	0 to 29 MPH	0 points
	30 to 35 MPH	3 points
	40 or more MPH	6 points
5. Roadway traffic Volume ADT:	0 to 5000 Vehicles	0 points
	5001 to 10000 Vehicles	4 points
	10001 or more Vehicles	8 points

TABLE 1. EXAMPLE SCORING MATRIX (CONTINUED)

CRITERIA	CRITERIA POINT VALUES	POINTS	
6. Roadway number of through lanes:	2 Lanes	0	points
	3 Lanes	2	points
	4 Lanes	4	points
	5 lanes	6	points
	6 lanes	-5	points
	7 lanes	-10	points
7. Pedestrian Refuge	Yes (Raised)	10	points
	None	0	points
8. Designated Trail (Reference Citywide Trails Masterplan)	No	0	points
	Yes	10	points
9. Special Needs Route (School, Senior Citizens, medical facility, etc.)	No	0	points
	Yes	10	points
10. Meets Vol. Warrant (25 pedestrians during peak hour/15 elderly or children)	No	-10	points
	Yes	10	points
11. Is Illuminated	Yes	0	points
	No	5	points
12. Oneway Street	No	0	points
	Yes	-2	points
13. Sharp Curve	No	0	points
	Yes	3	points
14. Reverse Lanes	No	0	points
	Yes	5	points
15. Supervised Crossing	Yes	-10	points
	No	0	points

STEP 4: DETERMINE APPROPRIATE TREATMENT

Use the Crossing Treatment Matrix (Figure 13) and toolkit to match the treatment to the context:

- ▶ Roadway Configuration (Number of lanes and median presence)
- ▶ Visibility or control needs
- ▶ Vehicle speed and AADT

FIGURE 1. CROSSING TREATMENT MATRIX

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	① 2 4 5 6	① 5 6 7 9	① 5 6 7 9	① 4 5 6 7 9	① 5 6 7 9	① 5 6 7 9	① 4 5 6 7 9	① 5 6 7 9	① 5 6 9
3 lanes with raised median (1 lane in each direction)	① 2 3 4 5	① ③ 5 7 9	① ③ 5 7 9	① 3 4 5 7 9	① ③ 5 7 9	① ③ 5 7 9	① ③ 4 5 7 9	① ③ 5 7 9	① ③ 5 9
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	① 2 3 4 5 6 7 9	① ③ 5 6 7 9	① ③ 5 6 9	① 3 4 5 6 7 9	① ③ 5 6 7 9	① ③ 5 6 9	① ③ 4 5 6 7 9	① ③ 5 6 9	① ③ 5 6 9
4+ lanes with raised median (2 or more lanes in each direction)	① ③ 5 7 8 9	① ③ 5 7 8 9	① ③ 5 8 9	① ③ 5 7 8 9	① ③ 5 7 8 9	① ③ 5 8 9	① ③ 5 7 8 9	① ③ 5 8 9	① ③ 5 8 9
4+ lanes w/o raised median (2 or more lanes in each direction)	① ③ 5 6 7 8 9	① ③ 5 6 7 8 9	① ③ 5 6 8 9	① ③ 5 6 7 8 9	① ③ 5 6 7 8 9	① ③ 5 6 8 9	① ③ 5 6 7 8 9	① ③ 5 6 8 9	① ③ 5 6 8 9
<p>Given the set of conditions in a cell,</p> <p># Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.</p> <p>● Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.</p> <p>○ Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*</p> <p>The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.</p>					<p>1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs</p> <p>2 Raised crosswalk</p> <p>3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line</p> <p>4 In-Street Pedestrian Crossing sign</p> <p>5 Curb extension</p> <p>6 Pedestrian refuge island</p> <p>7 Rectangular Rapid-Flashing Beacon (RRFB)**</p> <p>8 Road Diet</p> <p>9 Pedestrian Hybrid Beacon (PHB)**</p>				

STEP 5: IMPLEMENT AND MONITOR

Implement through:

- ▶ Capital Improvement Plan (CIP)
- ▶ Developer coordination
- ▶ Signal timing or operational upgrades
- ▶ Resurfacing or repaving projects
- ▶ Highway Safety Improvement Program (HSIP)

Monitor results using:

- ▶ Pedestrian counts and driver compliance
- ▶ Community feedback and observed behavior
- ▶ Crash and speed data


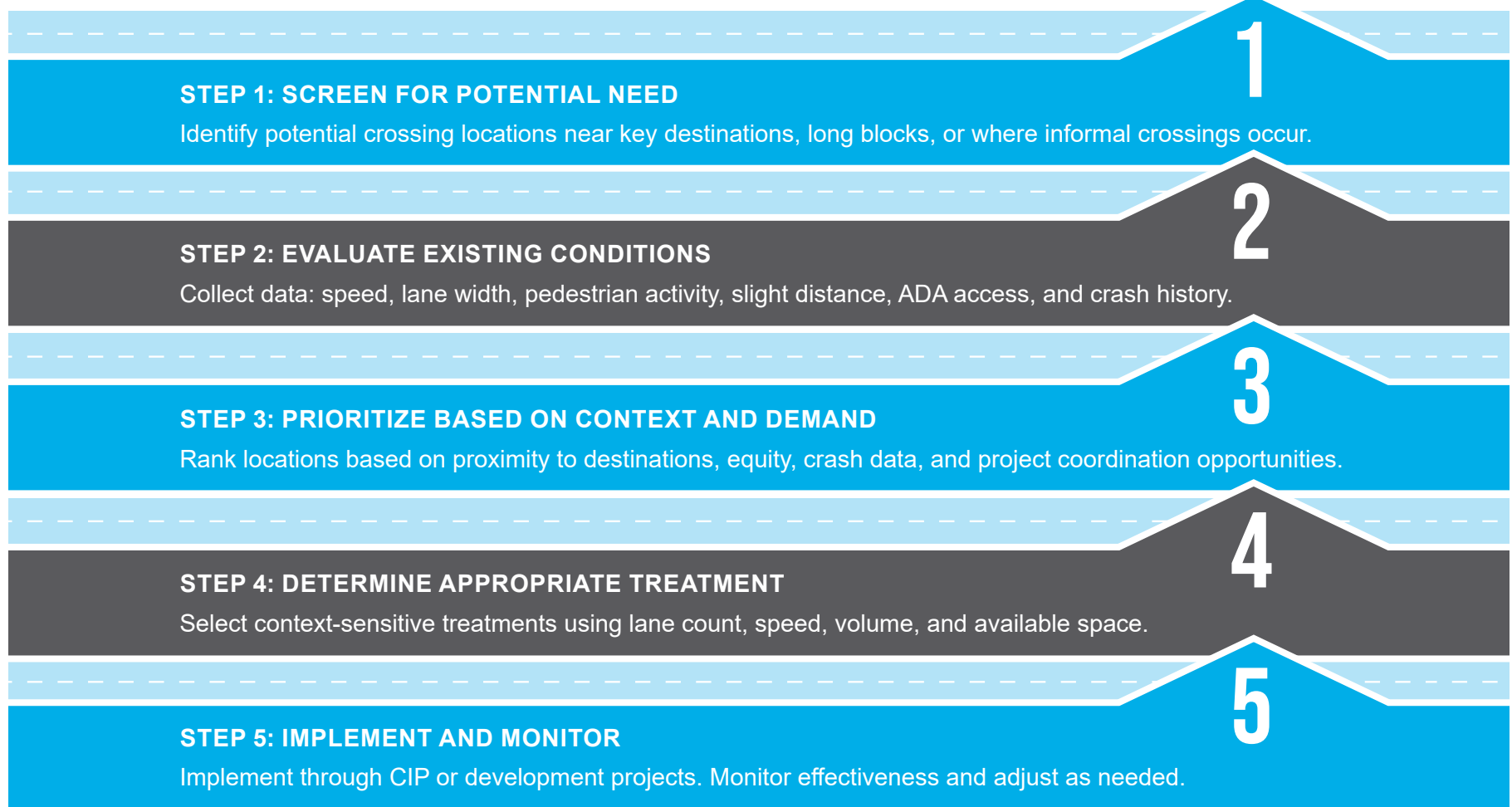
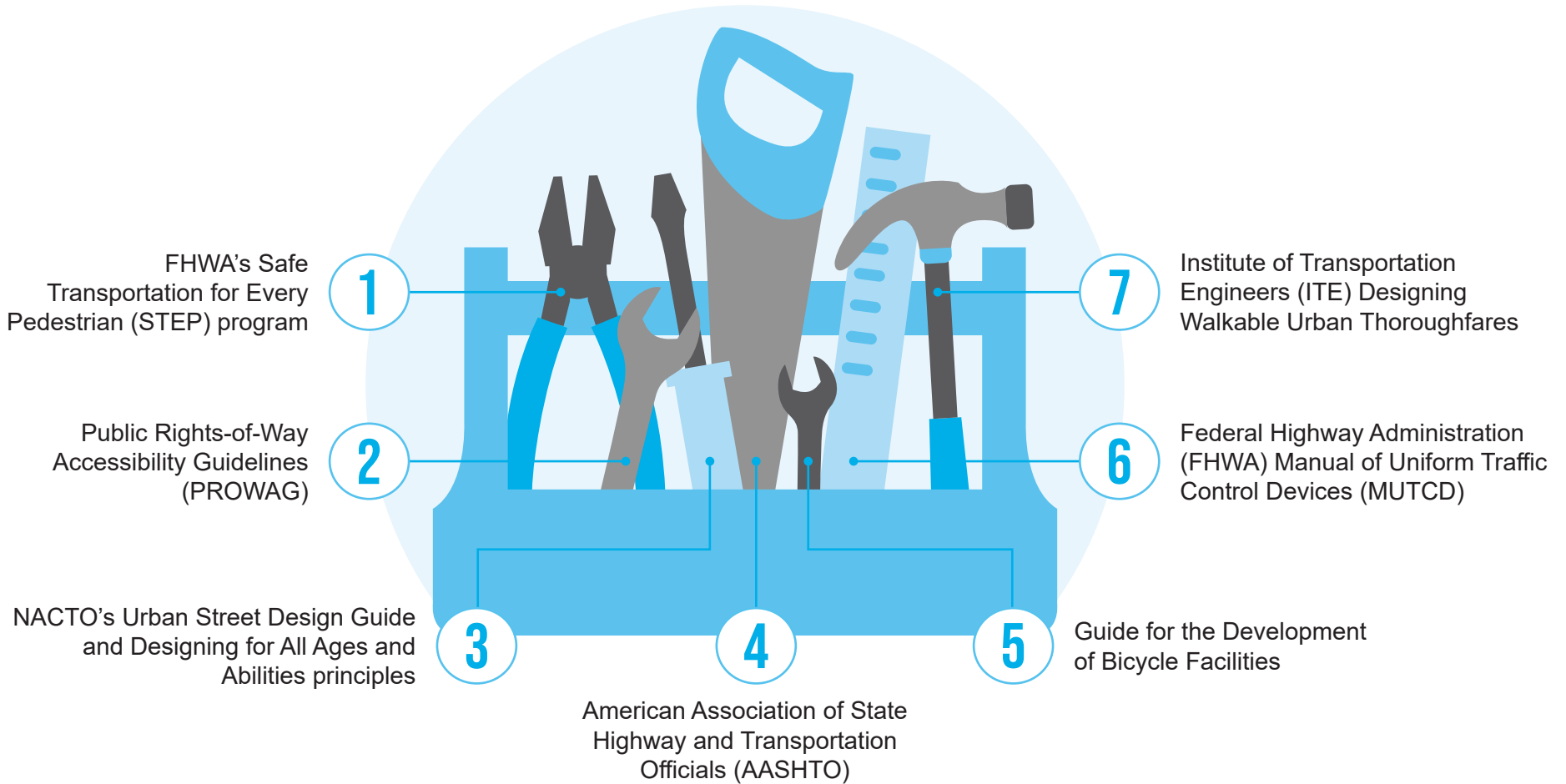
 **Tip:** Adjust treatment approaches based on outcomes and make refinements as needed.

FIGURE 2. CROSSING LOCATION SELECTION PROCESS



PEDESTRIAN TOOLBOX

The following Pedestrian Toolbox is Addison's coordinated response to these needs. It includes a flexible suite of tools—ranging from core sidewalk and trail facilities to safety enhancements, placemaking features, and strategic crossing treatments. Each tool is grounded in national guidance, including:



Together, these tools will help Addison strengthen what's working, address what's missing, and shape a safe, inclusive, and walkable public realm for generations to come.

CORE PEDESTRIAN TOOLS

A high-quality pedestrian network is built on more than just sidewalks—it includes a range of interconnected elements that create a safe, comfortable, and accessible environment for walking. This section outlines the core infrastructure tools that support pedestrian mobility in Addison, consistent with design guidance. These tools are foundational to creating a walkable, livable community that works for people of all ages and abilities.

SIDEWALKS



Source: Kimley-Horn

DESCRIPTION

Sidewalks are the foundation of any pedestrian-friendly network. They provide a safe, dedicated space for people walking and enable everyday access to homes, workplaces, retail centers, schools, parks, and transit. Sidewalks are often the most frequently used piece of public infrastructure, and their quality directly impacts a community’s walkability and livability.

In Addison, the Citywide Trails Master Plan calls for both the addition of new sidewalks and the consistent implementation of wide sidewalks—defined as at least 8 feet in width—in many locations across the community. This standard exceeds national minimum guidelines and reflects Addison’s commitment to comfort and accessibility.



TYPICAL USE

Sidewalks should be implemented on both sides of all public streets and are particularly important in the following contexts:

- ▶ Mixed-use districts, such as Addison Circle and areas along Belt Line Road, where walking is part of daily life
- ▶ Transit corridors, including Addison Road, Midway Road, and Keller Springs, where pedestrian activity and bus stop access overlap
- ▶ Commercial and civic destinations that attract higher foot traffic or host events
- ▶ Trail and park connectors, where pedestrian activity blends with recreational and fitness uses



DESIGN GUIDANCE

National best practices from FHWA, NACTO, and PROWAG recommend the following:

- ▶ Sidewalks should be located on both sides of the street, regardless of street classification
- ▶ Minimum clear width should be 5 feet, with wider sidewalks (8 feet or more) provided in high-demand areas
- ▶ Sidewalks should be continuous and connected, with minimal gaps or obstructions
- ▶ ADA-compliant curb ramps, cross slopes, and landings are required at all crossings and intersections
- ▶ Landscaped buffers (typically 3 to 8 feet wide) between the sidewalk and the curb enhance comfort, improve safety, and allow for shade trees and stormwater management features



SHARED-USE PATH

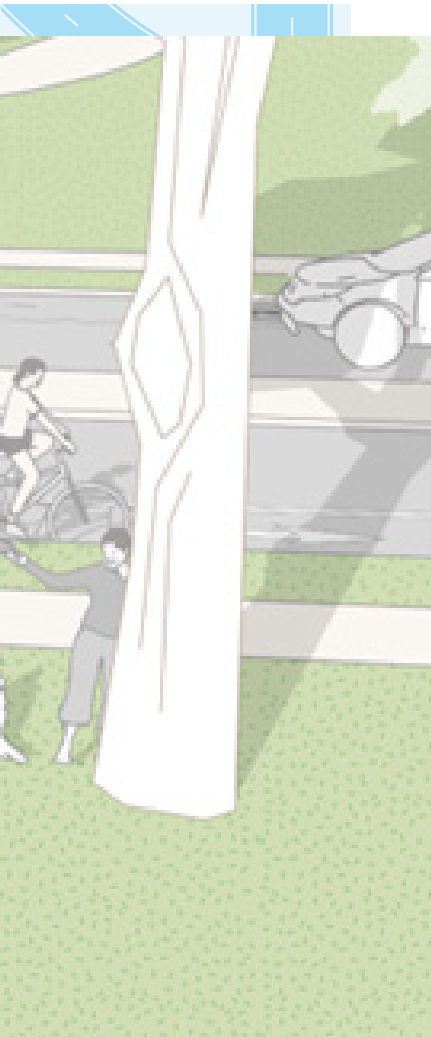


Source: NACTO

DESCRIPTION

Shared-use sidepaths are paved, two-way trails that run parallel to roadways but are physically separated from vehicular traffic by a landscaped buffer or barrier. Unlike standalone trails, sidepaths are integrated into roadway corridors and are designed to accommodate a mix of users. They provide a safe and comfortable alternative to on-street facilities, particularly in areas where vehicle speeds are high.

Sidepaths are a key element of Addison's Citywide Trails Masterplan and have been integrated into roadway reconstruction projects, such as along Midway Road.



TYPICAL USE

Shared-use sidepaths are most effective in the following contexts:

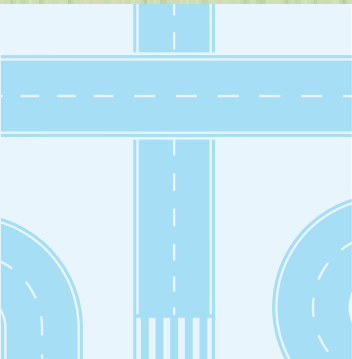
- ▶ Along arterial roads with high vehicle volumes and speeds
- ▶ In areas with limited pavement width, where separate on-street bike lanes are infeasible
- ▶ As connectors between on-street bikeways and off-street trails
- ▶ Near schools, parks, and transit hubs where there is a need for two-way bicycle and pedestrian travel



DESIGN GUIDANCE

National design guidelines recommend the following standards for shared-use sidepaths:

- ▶ Minimum paved width of 10 feet; reduced to 8 feet only in constrained conditions with low expected volumes
- ▶ Two-foot shoulders or clear zones on either side of the path, where space permits
- ▶ A minimum 5-foot landscaped buffer between the path and roadway; if less than 5 feet, a physical barrier (e.g., guardrail or curb) should be provided
- ▶ Sight lines must be maintained at all crossings and driveways; signage and markings should clearly alert drivers to the presence of path users
- ▶ Each end of the sidepath should connect directly to another bicycle-compatible facility—such as an on-street bike lane, another trail, or a neighborhood street
- ▶ At signalized intersections, consider prohibiting right turns on red and implementing Leading Pedestrian Intervals (LPIs) to minimize conflicts between turning vehicles and path users
- ▶ Lighting, striping, and wayfinding elements should be provided to enhance safety, visibility, and comfort



MARKED CROSSWALKS



Source: Dan Burden

DESCRIPTION

Marked crosswalks play a key role in guiding pedestrians and alerting drivers to pedestrian activity. While crosswalks legally exist at all intersections where sidewalks meet the street—even without striping—markings significantly improve visibility, reinforce pedestrian priority, and clarify expectations for all users.

Ladder and continental styles, featuring wide bars perpendicular to the walking direction, are the most visible and effective. These should be paired with stop bars, signage, and, where appropriate, pedestrian signals or beacons. Decorative treatments may be used to enhance placemaking but must not compromise safety or visibility. In Addison, marked crosswalks are essential to a safe and comfortable pedestrian network, especially along arterials like Belt Line Road, Midway Road, and Addison Road, near schools and in high pedestrian areas such as Addison Circle and Vitruvian Park.



TYPICAL USE

Marked crosswalks are especially appropriate in the following locations:

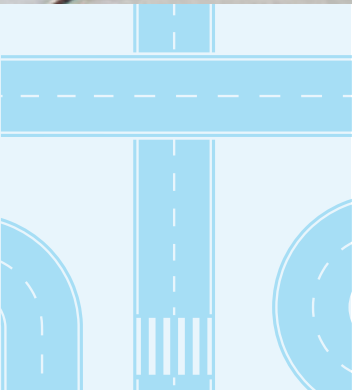
- ▶ Along any roadway with moderate to high traffic volumes (typically >3,000 ADT) or posted speeds above 20 mph
- ▶ At all legs of signalized and stop-controlled intersections in high pedestrian activity areas
- ▶ At mid-block crossings near schools, parks, trails, transit stops, senior centers, civic buildings, or commercial areas
- ▶ Within mixed-use areas where informal crossing behavior is common or where pedestrian desire lines are clearly visible



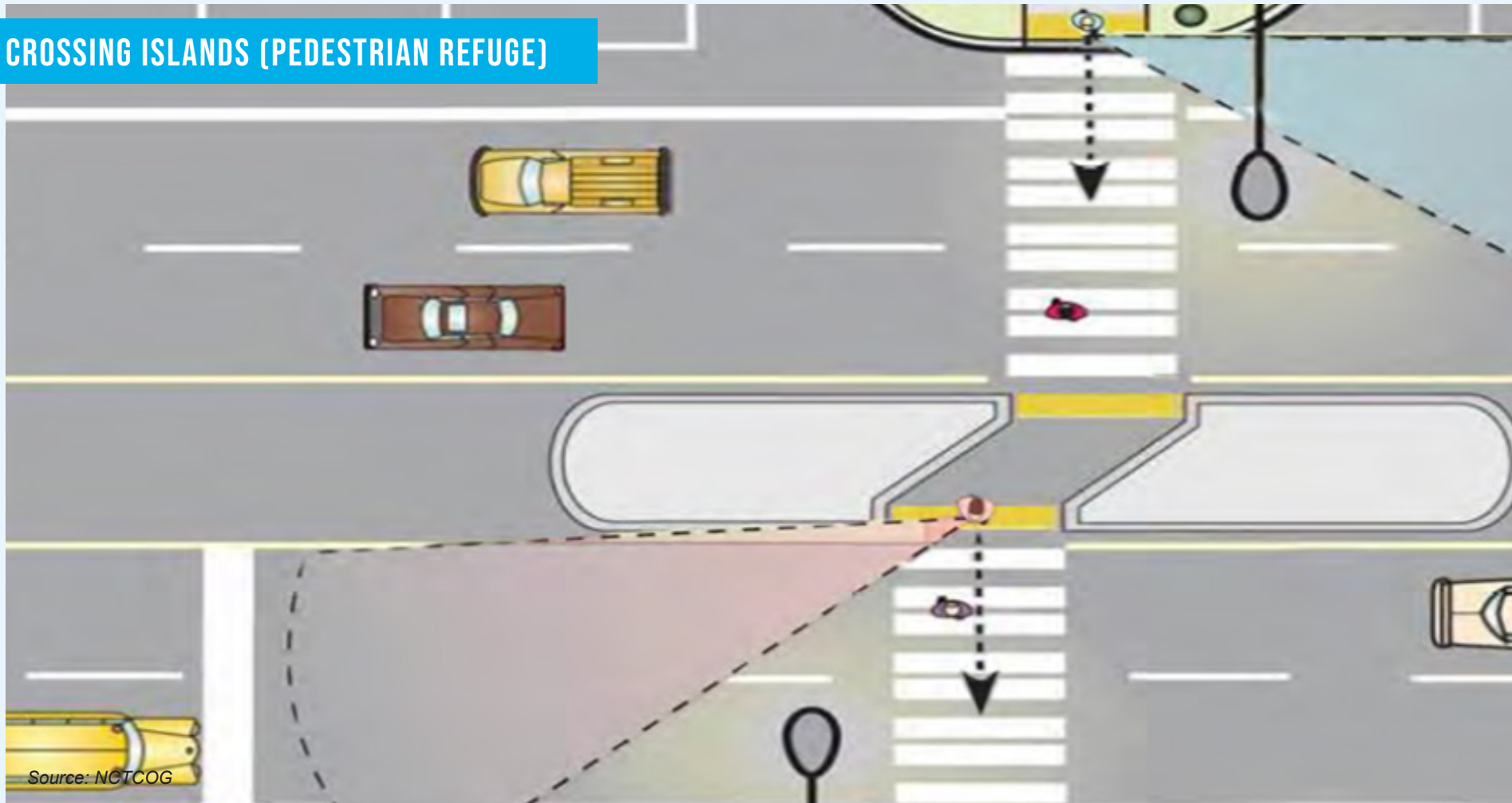
DESIGN GUIDANCE

Design and placement of crosswalks should follow TMUTCD, PROWAG, and FHWA guidance, with the following standards recommended for Addison:

- ▶ Minimum paved width of 10 feet; reduced to 8 feet only in constrained conditions with low expected volumes
- ▶ Two-foot shoulders or clear zones on either side of the path, where space permits
- ▶ A minimum 5-foot landscaped buffer between the path and roadway; if less than 5 feet, a physical barrier (e.g., guardrail or curb) should be provided
- ▶ Sight lines must be maintained at all crossings and driveways; signage and markings should clearly alert drivers to the presence of path users
- ▶ Each end of the sidepath should connect directly to another bicycle-compatible facility—such as an on-street bike lane, another trail, or a neighborhood street
- ▶ At signalized intersections, consider prohibiting right turns on red and implementing Leading Pedestrian Intervals (LPis) to minimize conflicts between turning vehicles and path users
- ▶ Lighting, striping, and wayfinding elements should be provided to enhance safety, visibility, and comfort

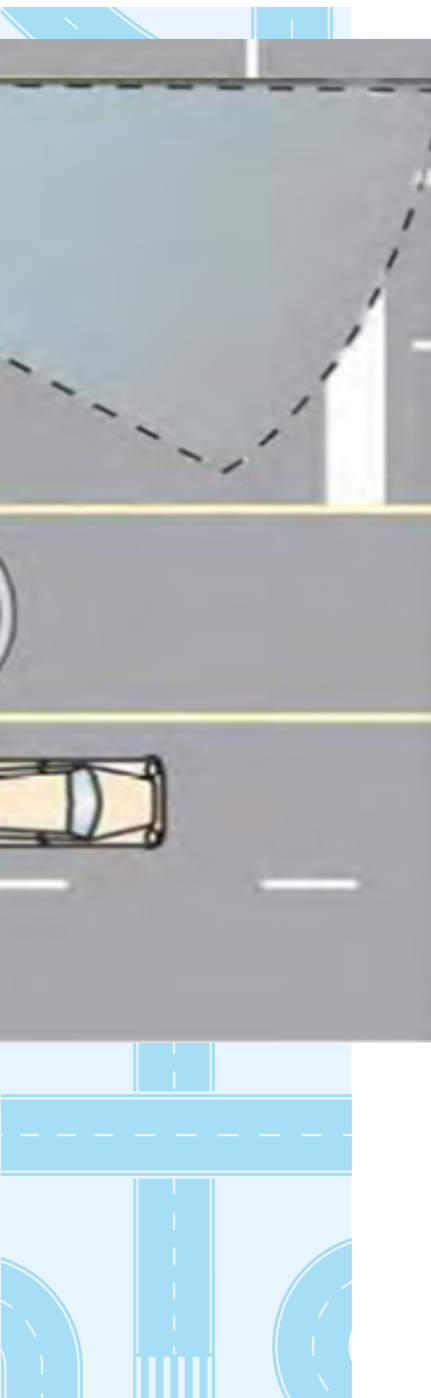


CROSSING ISLANDS (PEDESTRIAN REFUGE)



DESCRIPTION

Crossing islands, or pedestrian refuge islands, are raised areas in the center of the roadway that allow pedestrians to pause safely while crossing multiple lanes of traffic. By letting pedestrians cross one direction at a time, they reduce exposure and improve safety on wide or high-speed streets. In addition to supporting pedestrian safety, crossing islands can also help calm traffic by visually narrowing the roadway and encouraging slower vehicle speeds. Recognized by the FHWA as a proven safety countermeasure, they are particularly effective in locations with high pedestrian activity. In Addison, crossing islands are well-suited for major arterials like Belt Line Road, Midway Road, and Arapaho Road.



TYPICAL USE

Crossing islands are particularly effective in the following conditions:

- ▶ On roads with four or more travel lanes (including turn lanes)
- ▶ At mid-block crossings where pedestrians are crossing significant distances
- ▶ Near transit stops, schools, or civic destinations
- ▶ In areas with older adults, children, or users with mobility limitations
- ▶ Where pedestrian volumes are moderate to high and crossing gaps are limited



DESIGN GUIDANCE

Best practices for crossing island design include:

- ▶ Islands should be a minimum of 6 feet wide to accommodate pedestrians with mobility devices and groups of users
- ▶ Length should extend the full width of the crosswalk, with an additional buffer where feasible
- ▶ Islands should include curb ramps or cut-throughs aligned with the crosswalk; surfaces should be level, ADA-compliant, and include detectable warning strips at entry points
- ▶ Raised islands should be landscaped or designed with vertical elements (e.g., bollards or signs) to improve visibility without obstructing sight lines
- ▶ In unsignalized locations, islands may be paired with high-visibility crosswalk markings and Rectangular Rapid Flashing Beacons (RRFBs)
- ▶ Lighting should be provided where nighttime use is expected

CURB RAMPS



Source: pedbikeimages

DESCRIPTION

Curb ramps provide the critical transition between sidewalks and streets at intersections and crossings. They are essential for accessibility and are required by the Americans with Disabilities Act (ADA) at all locations where pedestrians are expected to cross the street. Properly designed curb ramps allow people using wheelchairs, strollers, walkers, or bicycles to move smoothly and safely between the sidewalk and roadway. In addition to ensuring compliance, well-placed curb ramps improve overall pedestrian comfort and help guide visually impaired users into the correct crossing path. In Addison, curb ramp upgrades should be incorporated into all intersection improvements, resurfacing projects, and sidewalk repairs.

As Addison upgrades sidewalks, intersections, and crossings through capital improvement projects, curb ramp retrofits should be systematically prioritized to eliminate accessibility barriers and provide safe access for all pedestrians.



TYPICAL USE

Curb ramps should be provided wherever a curb exists and pedestrians are expected to cross, including:

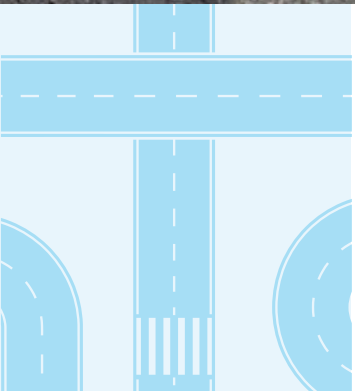
- ▶ All intersections (signalized, stop-controlled, and uncontrolled)
- ▶ Mid-block crosswalks
- ▶ Trail or sidepath crossings
- ▶ Transit stop access points
- ▶ Driveway crossings with continuous pedestrian access



DESIGN GUIDANCE

Curb ramps should meet ADA, PROWAG, and TxDOT standards. Key design elements include:

- ▶ Each pedestrian path of travel should have its own curb ramp (Type II/directional ramps), not a single diagonal ramp
- ▶ Ramps should be aligned with the crosswalk to ensure proper orientation and minimize travel distance
- ▶ Detectable warning surfaces (truncated domes) are required at the base of all ramps to alert visually impaired pedestrians to the street edge
- ▶ Ramp slope must not exceed 1:12 (8.33%)
- ▶ Side flare slopes must not exceed 1:10 (10%)
- ▶ Cross-slope should be no more than 2% for comfort and accessibility
- ▶ Ramps must connect to a level landing area of at least 4 feet by 4 feet (5 feet by 5 feet preferred), with a maximum cross-slope of 2%



PEDESTRIAN SIGNAL TIMING & COUNTDOWN INDICATOR



Source: Adobe Stock

DESCRIPTION

Pedestrian signals help manage crossings at signalized intersections and mid-block locations, providing clear guidance for when it is safe to cross. Standard pedestrian signal heads display three phases:

- 1. Walk Interval:** Indicates that pedestrians may begin crossing (WALK symbol or walking person)
- 2. Flashing Don't Walk Interval:** Warns that crossing should not be initiated; often paired with a countdown timer
- 3. Steady Don't Walk Interval:** Indicates that pedestrians should not enter the crosswalk

Countdown indicators show the number of seconds remaining in the crossing phase, helping both pedestrians and drivers make informed decisions. Accessible Pedestrian Signals (APS) may supplement these indications with audible tones, speech messages, and tactile features to assist pedestrians with visual or hearing impairments. In Addison, pedestrian signals with countdown indicators should be standard at all new or upgraded signalized intersections. When coordinated with traffic operations and accessibility goals, they significantly improve safety, compliance, and comfort for people walking.



TYPICAL USE

Pedestrian signal timing and countdown indicators are appropriate for:

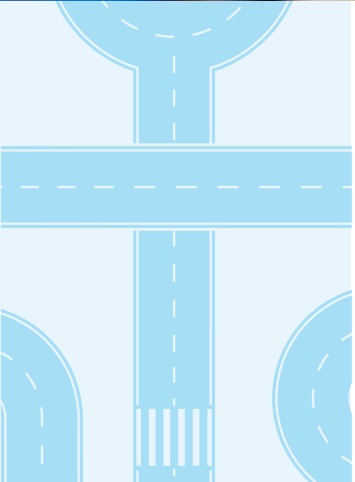
- ▶ All signalized intersections with regular pedestrian activity
- ▶ Mid-block crossings controlled by traffic signals
- ▶ Areas with high pedestrian volumes such as school zones, transit stations, and mixed-use districts



DESIGN GUIDANCE

Design and timing of pedestrian signals should follow standards established by the Texas Manual on Uniform Traffic Control Devices (TMUTCD):

- ▶ **Walking Speed Assumptions:** Use a pedestrian walking speed of 3.5 feet per second to determine crossing time, per TMUTCD guidance
- ▶ **Minimize Wait Time:** Excessive delays can lead to noncompliance; signal timing should minimize pedestrian wait times where feasible
- ▶ **Automatic Pedestrian Phases:** In high-activity areas (e.g., Addison Circle, near DART stops), program a pedestrian phase into every signal cycle, rather than requiring pushbutton activation
- ▶ **Accessibility:** Consider APS at key locations to support all users; ensure clear visibility of signal heads for children, older adults, and people using mobility devices
- ▶ **Countdown Placement:** Install countdown indicators during the flashing Don't Walk interval to inform pedestrians how much crossing time remains



SAFETY TOOLS

Creating a walkable community sometimes requires more than sidewalks and core pedestrian tools; it requires infrastructure that makes walking feel safe, visible, and predictable. Safety tools help reduce conflicts between pedestrians and vehicles by addressing crossing distance, speed, and driver awareness.

This section outlines proven design strategies such as high-visibility crosswalks, refuge islands, and signal enhancements. These tools are based on national best practices and support Addison's goals to improve pedestrian safety, especially along busy corridors and at key crossing locations.

RECTANGULAR RAPID FLASHING BEACON



DESCRIPTION

RRFBs are user-activated flashing beacons installed at uncontrolled pedestrian crossings to alert drivers to crossing activity. When activated by a pedestrian, the device emits a bright, alternating (wig-wag) rectangular flash pattern mounted with standard pedestrian crossing signs.

Recognized by FHWA as a proven safety countermeasure, RRFBs are effective at increasing driver yielding behavior, particularly on multilane or high-speed roads where visibility is a concern. In Addison, RRFBs should be prioritized at high-activity mid-block locations; such as along principal and minor arterials or at trail crossings identified in the Citywide Trails Master Plan. They offer a cost-effective way to enhance pedestrian safety without requiring full traffic signal installation.



TYPICAL USE

RRFBs are best suited for:

- ▶ Unsignalized or mid-block crosswalks with moderate to high pedestrian activity
- ▶ Trail and shared-use path crossings at roadways
- ▶ School routes, near multifamily housing, retail, or employment centers
- ▶ Locations where full signal warrants are not met but enhanced visibility is needed



DESIGN GUIDANCE

Design and placement of the RRFB should follow standards established by the TMUTCD:

- ▶ Install per FHWA Interim Approval IA-21 and TMUTCD Section 2B.12
- ▶ Locate beacons on both sides of the crossing; add a third unit in a median, if present
- ▶ Pair with pedestrian crossing (W11-2) signs and downward arrow plaques (W16-7P)
- ▶ Use pushbutton or passive activation; flash duration should match crossing time
- ▶ Provide advance yield or stop bars 20–50 feet in advance of the crosswalk
- ▶ Use only at marked crosswalks on uncontrolled approaches
- ▶ Ensure automatic shutoff after pedestrian clearance phase



PEDESTRIAN HYBRID BEACON



Source: Kimley-Horn – Intersection of Belt Line Road and Asbury Road in Addison

DESCRIPTION

Pedestrian Hybrid Beacons (PHBs), sometimes referred to as HAWK signals, are a type of traffic control device used at mid-block or unsignalized crossings to stop vehicle traffic and provide pedestrians or bicyclists a protected opportunity to cross. Unlike full traffic signals, PHBs remain dark until activated by a user and are often used at high-speed, high-volume locations that do not meet traditional signal warrants. When activated, the beacon flashes yellow, then changes to a solid red, requiring motorists to stop.

PHBs are a proven safety countermeasure and are especially effective on wide arterials or multilane roads where traditional signs and markings alone do not yield high driver compliance.



TYPICAL USE

PHBs are recommended for:

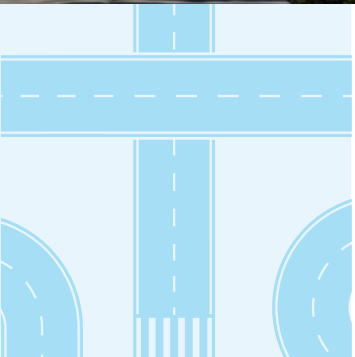
- ▶ Crossings of high-speed, multi-lane arterial roadways
- ▶ Locations with ≥ 20 pedestrians or bicyclists per hour and $\geq 2,000$ vehicles per hour
- ▶ Unsignalized crossings with 6 or more travel lanes
- ▶ Trail or shared-use path crossings where other treatments are insufficient
- ▶ Areas with crash history or observed non-compliance at crossings



DESIGN GUIDANCE

Design and placement of the PHB should follow standards established by the TMUTCD. Key considerations include:

- ▶ Install at logical crossing points on pedestrian and bicycle networks where traffic volumes or speeds present barriers
- ▶ Use "hot" pushbuttons for immediate response, or passive detection (e.g., infrared or video) to activate the beacon
- ▶ Provide clear crosswalk markings and ADA-compliant curb ramps
- ▶ Ensure signal timing provides adequate clearance for pedestrians of all abilities
- ▶ Include appropriate signage (W11-2 with W16-7P) and advance warning devices as needed



LEADING PEDESTRIAN INTERVALS



Source: City of Long Beach

DESCRIPTION

Leading Pedestrian Intervals (LPIs) give pedestrians a 3 to 7-second head start at signalized intersections before parallel vehicular traffic is released. This early walk phase allows pedestrians to enter the crosswalk and become more visible, reducing conflicts with turning vehicles. LPIs are especially effective at increasing driver yielding and improving crossing safety in high-volume or complex intersection environments. They are implemented through signal timing adjustments and typically do not require any additional physical infrastructure.

In Addition, LPIs should be prioritized at busy intersections with high pedestrian volumes, and near mixed-use or transit-oriented areas. They offer a low-cost, high-impact improvement to reduce crashes and improve pedestrian visibility at intersections.



TYPICAL USE

LPIs are most effective at:

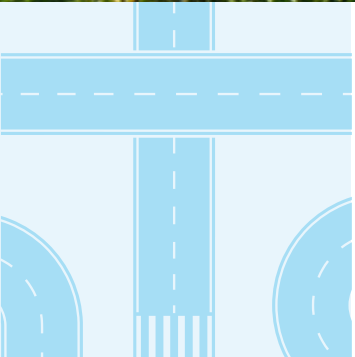
- ▶ Signalized intersections with high pedestrian volumes and frequent turning conflicts
- ▶ Locations where pedestrian visibility is limited or turning speeds are high
- ▶ Intersections near schools, commercial centers, or transit stops
- ▶ Areas with a high proportion of slower-moving pedestrians, including seniors or people with disabilities



DESIGN GUIDANCE

Design should follow FHWA and TMUTCD guidance, including:

- ▶ Provide a pedestrian head start of 3–7 seconds, depending on crossing width and signal phasing
- ▶ Ensure pedestrians can enter and be fully visible in the intersection before vehicles receive a green indication
- ▶ LPIs should not be used where protected (exclusive) left or right turns already eliminate conflicts
- ▶ Pair LPIs with complementary treatments such as curb extensions, high-visibility crosswalks, or No Turn on Red restrictions to improve effectiveness
- ▶ Clearly communicate pedestrian priority through signage and public education



CURB EXTENSIONS (BULB-OUTS)



Source: Kimley-Horn – Intersection of Calloway Drive and Quorum Road in Addison Circle Neighborhood

DESCRIPTION

Curb extensions (also known as bulb-outs or neckdowns) extend the sidewalk or curb line into the parking lane at intersections or mid-block crossings. This reduces the width of the roadway that pedestrians must cross, improves visibility between pedestrians and drivers, and slows turning vehicles by tightening corner radii. Curb extensions are a proven traffic calming tool and can also create space for street trees, lighting, benches, or stormwater infrastructure.

In Addison, curb extensions are especially well-suited for mixed-use areas, commercial districts, and urban roadways where pedestrian activity is high and slower vehicle speeds are desirable. They can be implemented as permanent infrastructure or as temporary installations using materials like flexible curbs, striping, or planters (also known as quick-build or tactical applications).



TYPICAL USE

Curb extensions are most effective in the following contexts:

- ▶ At intersections with high pedestrian activity or long crossing distances
- ▶ In downtown or walkable districts such as Addison Circle
- ▶ Near schools, parks, senior housing, or transit stops where pedestrian visibility is critical
- ▶ Along corridors with on-street parking, where curb extensions can be added without affecting travel lanes
- ▶ As part of traffic calming or placemaking projects



DESIGN GUIDANCE

Curb extensions should be designed in accordance with NACTO, FHWA, and ADA standards. Key considerations include:

- ▶ Reduce pedestrian crossing distance by 6–8 feet (the width of a typical parking lane)
- ▶ Maintain a minimum clear pedestrian path of 5 feet through the extension
- ▶ Curb radii should be tightened to slow turning speeds, but must still accommodate emergency and turning vehicles (use mountable aprons if needed)
- ▶ Ensure extensions do not block bike lanes unless a dedicated bypass is provided
- ▶ Include ADA-compliant curb ramps and landings where extensions incorporate crossings
- ▶ In mid-block locations, curb extensions should include high-visibility crosswalks and, where appropriate, signage or RRFBs

RIGHT-TURN ON RED RESTRICTIONS



Source: Adobe Stock

DESCRIPTION

Right Turn on Red (RTOR) restrictions prohibit vehicles from turning right during the red signal phase, reducing conflicts with pedestrians crossing in the same direction. While RTOR is generally permitted under state and federal traffic laws, local agencies may restrict it at intersections where turning vehicles frequently conflict with pedestrians or where safety concerns warrant greater control.

RTOR restrictions are an effective, low-cost measure to improve pedestrian safety, particularly when paired with other signal timing tools like Leading Pedestrian Intervals (LPIs). Prohibiting RTOR increases driver attentiveness and reduces the likelihood of right-hook crashes, especially where visibility is limited or pedestrian volumes are high.

In Addison, RTOR restrictions should be considered at key intersections along corridors with shared-use side paths, and within high-pedestrian activity areas like Addison Circle and near future transit-oriented development. They are a simple but effective measure to enhance pedestrian safety without major infrastructure changes.



TYPICAL USE

RTOR restrictions are appropriate at:

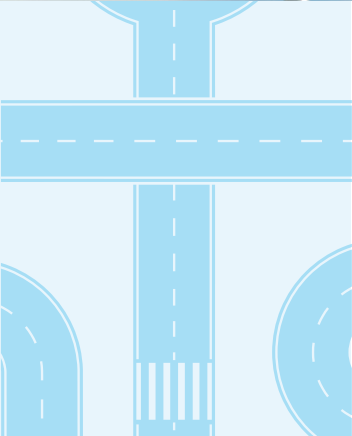
- ▶ Intersections adjacent to shared-use paths with high pedestrian and bicycle volumes and frequent turning conflict
- ▶ Locations with LPIs, where early pedestrian movement may conflict with turning drivers
- ▶ Intersections with a history of pedestrian-related crashes or near-misses
- ▶ Places where sight distance is limited due to geometry, landscaping, or parked vehicles



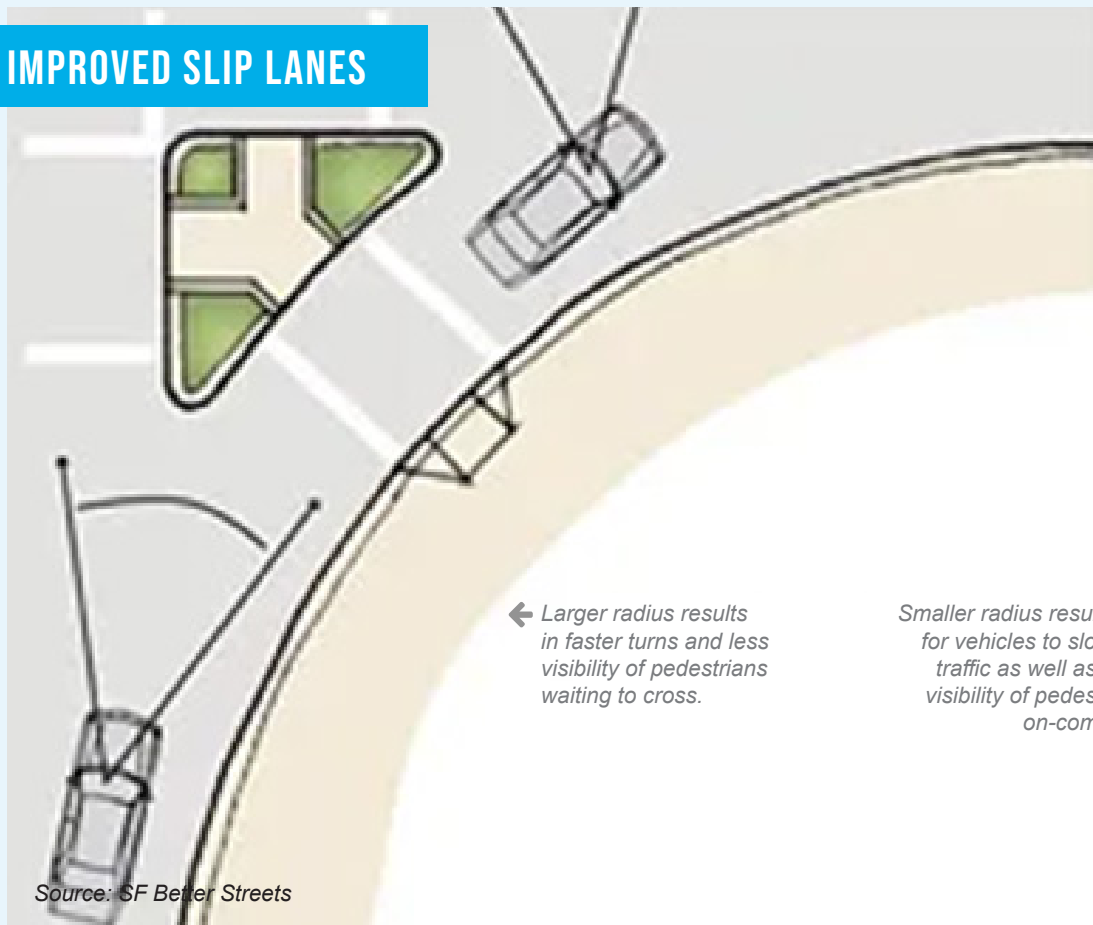
DESIGN GUIDANCE

Design and implementation should follow guidance from the TMUTCD (Section 2B.54) and FHWA:

- ▶ Install “**No Turn on Red**” (R10-11) or time-based restriction signs at signalized intersections as warranted
- ▶ Consider **variable restrictions** that apply during peak pedestrian hours (e.g., school start/end times or special events)
- ▶ Pair RTOR restrictions with **LPIs, high-visibility crosswalks, and curb extensions** to maximize pedestrian visibility
- ▶ Evaluate turning movement volumes, pedestrian crash history, and observed conflicts before applying full-time restrictions
- ▶ Clearly place signage where drivers are likely to see it—typically near the signal head or curbside post



IMPROVED SLIP LANES



Source: SF Better Streets

DESCRIPTION

Slip lanes, or free-flowing right-turn lanes, are designed to allow vehicles to turn without stopping at intersections—often bypassing traffic signals. However, when poorly designed, they create conflict points for pedestrians by encouraging high-speed turns and limiting visibility. Improved slip lane designs prioritize pedestrian safety by reducing vehicle speeds, improving sight lines, and increasing driver awareness at crossings.

Common design enhancements include sharper entry angles, enlarged islands (“pork chop” islands) with curb ramps and waiting space, raised crosswalks, and high-visibility markings. These features ensure that turning motorists can clearly see and yield to pedestrians, especially at large or complex intersections.

In Addison, improved slip lanes should be considered at arterial intersections such as along Belt Line Road, where right-turn traffic volumes are high and pedestrian activity is expected to increase. These design upgrades offer a targeted, cost-effective solution to enhance safety and comfort at complex intersections.



TYPICAL USE

Improved slip lanes are best applied at:

- ▶ Arterial-arterial intersections with high right-turn volumes
- ▶ Existing intersections where right-turn slip lanes cross marked pedestrian paths
- ▶ Intersections with a history of pedestrian conflicts or visibility concerns
- ▶ Locations near schools, parks, or commercial areas with frequent pedestrian activity



DESIGN GUIDANCE

Design should follow guidance from NACTO and FHWA, and be context-sensitive. Key best practices include:

- ▶ Align crosswalks perpendicular (90 degrees) to the slip lane to improve visibility between drivers and pedestrians
- ▶ Set crosswalks at least one car length back from the intersecting roadway to give turning vehicles space to yield
- ▶ Reduce the turning radius with a sharper slip lane entry angle (ideally 45–60 degrees) to lower vehicle speeds
- ▶ Provide large, accessible pedestrian refuge islands with ADA-compliant curb ramps and detectable warnings
- ▶ Consider installing a raised crosswalk within the slip lane to further reduce vehicle speed and highlight pedestrian priority
- ▶ Use high-visibility crosswalk striping and appropriate signage (W11-2 with W16-7P) to alert drivers to pedestrian crossings

PEDESTRIAN LIGHTING



Source: Adobe Stock

DESCRIPTION

Pedestrian-scale lighting improves visibility, safety, and comfort along sidewalks, trails, and crossings—especially during early morning, evening, and nighttime hours. Unlike overhead roadway lighting, pedestrian lighting is mounted lower and designed to illuminate the walking zone, faces, and potential obstacles without creating glare. In addition to its safety function, well-designed pedestrian lighting enhances the character of streets and public spaces, supporting placemaking and encouraging greater use of walkable areas after dark.

In Addison, lighting is a key component of walkable design, particularly in mixed-use areas like Addison Circle, along major corridors, and within the Citywide Trails Master Plan network.



TYPICAL USE

Pedestrian lighting should be prioritized in:

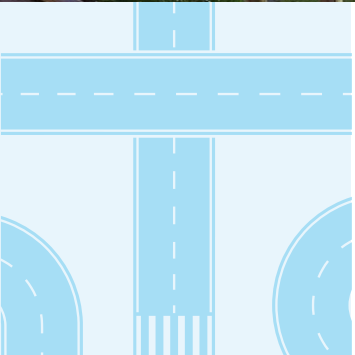
- ▶ Areas with high nighttime foot traffic, including transit stops, parks, and entertainment districts
- ▶ Along trails and shared-use paths, especially where natural surveillance is limited
- ▶ At pedestrian crossings, curb ramps, and intersections to improve visibility and reduce crash risk
- ▶ Mixed-use corridors or town centers where ambiance and aesthetics are part of the pedestrian experience



DESIGN GUIDANCE

Design should follow IESNA (Illuminating Engineering Society of North America), TxDOT and FHWA recommendations:

- ▶ Mount fixtures between 10–15 feet in height to light the sidewalk and adjacent pedestrian zone
- ▶ Avoid high-intensity glare or over-lighting; use warm, uniform lighting to improve comfort and visibility
- ▶ Prioritize lighting at decision points, including crosswalks, bus stops, trailheads, and curb ramps
- ▶ Space fixtures to eliminate dark spots and ensure even illumination along continuous pedestrian paths
- ▶ Incorporate full cutoff luminaires to reduce light pollution and preserve dark skies where appropriate
- ▶ Coordinate lighting design with streetscape elements, using fixtures that align with the area's character and contribute to placemaking



COMFORT AND PLACEMAKING TOOLS

A walkable environment is not just about getting from point A to B; it's about making that experience comfortable, welcoming, and memorable. For Addison, this is especially important. Public feedback gathered through the Citywide Trails Master Plan, Advance Addison 2050, and MTP outreach consistently emphasized the importance of high-quality pedestrian infrastructure that goes beyond basic function. Residents expressed a strong desire for shaded walkways, attractive streetscapes, opportunities to sit and rest, and a more vibrant, human-scaled public realm.

These elements, shade, seating, public art, and well-designed transit amenities are not just aesthetic upgrades; they directly influence whether people choose to walk and how they feel while doing so. They also support Addison's identity as a community known for thoughtful design, active public spaces, and attention to detail.

This section outlines key comfort and placemaking tools that help transform sidewalks, trails, and waiting areas into inviting destinations, enhancing both usability and the sense of place across Addison's pedestrian network.

SHADE



Source: Kimley-Horn – Intersection of Arapaho Road and Edwin Lewis Drive in Addison

DESCRIPTION

Shade is a critical component of a comfortable pedestrian environment, particularly in warmer climates like Texas summers. Whether provided by street trees, architectural elements, or built structures, shade significantly improves thermal comfort, making walking more viable year-round. In addition to comfort, shaded walkways can extend the amount of time people are willing to spend outside, increase foot traffic to local businesses, and support broader goals related to health, equity, and livability.

Public feedback in Addison has consistently emphasized the value of shaded sidewalks and trails, and the Town has already incorporated this principle into several key corridors. Expanding shade throughout the pedestrian network will support both walkability and community character.



TYPICAL USE

Shade should be prioritized in the following locations:

- ▶ Along high-use pedestrian corridors
- ▶ On sidewalks near retail, dining, and civic destinations, where pedestrians may dwell or gather
- ▶ Along trails and shared-use paths in open or exposed areas
- ▶ At transit stops, public plazas, and trailheads where people may spend time waiting
- ▶ In school zones, near senior housing, or in areas with vulnerable populations



DESIGN GUIDANCE

Effective shade strategies should combine natural and built elements and follow best practices in urban design and streetscape planning:

- ▶ Use street trees with wide canopies spaced regularly (typically 20–30 feet apart) in landscaped buffers between sidewalks and roadways
- ▶ Choose drought-tolerant, regionally appropriate tree species that provide dense canopy and require minimal maintenance
- ▶ In areas where trees are not feasible, incorporate structural shade elements such as awnings, arcades, pergolas, or freestanding shade canopies
- ▶ Prioritize placement on west- and south-facing sidewalks to block afternoon sun
- ▶ Maintain clear pedestrian paths and ADA access; ensure tree grates, planters, or supports do not obstruct movement
- ▶ Combine shade with other comfort amenities such as benches, lighting, or water fountains where appropriate



STREET FURNITURE



Source: Kimley-Horn – Addison Road across from Addison Circle Park

DESCRIPTION

Street furniture includes the small-scale elements—such as benches, trash receptacles, bike racks, and planters—that support pedestrian comfort and contribute to the overall functionality and identity of public spaces. These features offer places to rest, socialize, or secure a bicycle, while also helping to organize the pedestrian zone and enhance the visual quality of sidewalks and trails.

In Addison, public feedback has consistently pointed to the importance of high-quality pedestrian environments that feel complete, comfortable, and thoughtfully designed. Well-placed street furniture supports longer and more enjoyable walking experiences and reinforces the character of Addison’s commercial areas, parks, and civic corridors.



TYPICAL USE

Street furniture should be provided in:

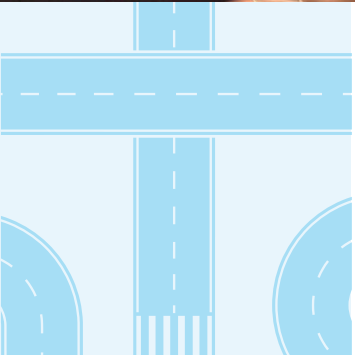
- ▶ Mixed-use districts such as Addison Circle and along Belt Line Road
- ▶ Parks, plazas, trailheads, and open spaces where people may gather or rest
- ▶ Transit stops, near public buildings, and within shopping or dining areas
- ▶ Along long stretches of trail or sidewalk where seating is desired for comfort, accessibility, or social use
- ▶ Public gathering areas, event zones, or locations with high pedestrian activity



DESIGN GUIDANCE

Street furniture should be thoughtfully selected and placed to support pedestrian needs and complement the surrounding context. Key considerations include:

- ▶ Place benches at regular intervals (e.g., every 300–500 feet) along high-use corridors, and near destinations such as transit stops, parks, and shops
- ▶ Select durable, low-maintenance materials appropriate for outdoor use and local climate conditions
- ▶ Ensure furniture placement maintains a clear pedestrian path (minimum 5 feet clearance) and complies with ADA requirements
- ▶ Coordinate furniture styles and finishes within each district to create a cohesive streetscape identity
- ▶ Place trash and recycling receptacles so that it is accessible to seating areas, bus stops, and commercial zones
- ▶ Include bike racks near destinations and trailheads; ensure racks allow for locking the bicycle frame and wheel
- ▶ Where appropriate, integrate planters, lighting, or public art into street furniture installations for added placemaking value



BUS STOP SHELTERS



Source: Town of Addison

DESCRIPTION

Bus stop shelters provide a protected, comfortable space for transit users waiting to board. By offering shade, seating, and weather protection, shelters enhance the rider experience and make transit a more attractive and equitable transportation option. These amenities are especially important for seniors, individuals with disabilities, and transit-dependent riders who may wait longer for service or use transit frequently.

In Addison, public feedback consistently emphasized the need for better bus stop comfort and visibility. Enhancing shelters along key DART routes—specifically Route 229 along Belt Line Road and Route 239 serving Quorum Drive and Addison Road—will play a central role in improving pedestrian and transit infrastructure across the Town.



TYPICAL USE

Bus stop shelters should be prioritized at:

- ▶ Stops with moderate to high boardings, particularly along Routes 229 and 239
- ▶ Destinations with consistent foot traffic such as commercial corridors, employment centers, senior housing, and civic facilities
- ▶ Areas with limited shade or high sun exposure
- ▶ Locations where wait times are longer or transfers are common
- ▶ Corridors identified for multimodal investment or streetscape upgrades



DESIGN GUIDANCE

Shelters should comply with ADA standards, DART design guidelines, and context-sensitive streetscape design. Key recommendations include:

- ▶ Provide a covered structure that offers protection from sun, wind, and rain
- ▶ Include a level landing pad at least 5 feet wide by 8 feet deep, connected to the sidewalk or trail
- ▶ Integrate seating (preferably with back support), lighting, and trash receptacles
- ▶ Maintain a 5-foot minimum pedestrian clear zone on adjacent walkways
- ▶ Locate shelters to ensure visibility, comfort, and convenience, avoiding driveways or obstructions
- ▶ Include transit information such as route maps, schedules, and real-time arrival displays where feasible
- ▶ Consider shelter enhancements—such as landscaping, public art, or branded design elements—in high-visibility areas like Addison Circle and along Belt Line Road

PUBLIC ART



Source: Kimley-Horn – the AMLI Addison on Edwin Lewis Drive in Addison

DESCRIPTION

Public art enhances the visual and cultural experience of public spaces by creating distinct, memorable environments that reflect a community's identity. In the pedestrian realm, public art can serve multiple functions, including wayfinding, placemaking, engagement, and beautification, while enriching the walking experience. Art can be integrated into sidewalks, trails, walls, utility boxes, transit shelters, or open space features, offering both visual interest and a sense of civic pride.

Addison is already known for its creative public spaces and commitment to design excellence. The Quorum Art Walk project, currently under development, incorporates lighting, seating, and space for future art installations along a key pedestrian corridor from the DART line to Dallas Parkway—highlighting Addison's active investment in placemaking and pedestrian experience. Expanding public art throughout the pedestrian network aligns with this vision and supports Addison's identity as a vibrant, people-focused community.



TYPICAL USE

Public art is well-suited for:

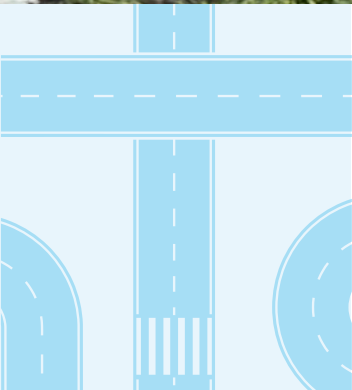
- ▶ Trailheads, plazas, and park entrances where it can serve as a visual anchor
- ▶ Transit stops or streetscape zones along corridors like Belt Line Road and Quorum Drive
- ▶ Nodes along trails or sidewalks to highlight rest areas, gathering spots, or intersections
- ▶ Walls, fences, or underpasses where mural treatments can enhance the walking environment
- ▶ Wayfinding or interpretive elements that combine function with artistic expression



DESIGN GUIDANCE

Public art installations should align with Addison's design standards, reflect community character, and enhance pedestrian-scale experiences:

- ▶ Prioritize art that is site-specific and context-sensitive, responding to the location's history, culture, or purpose
- ▶ Use durable, low-maintenance materials suitable for outdoor exposure and public interaction
- ▶ Coordinate with local artists or arts organizations to ensure community relevance and engagement
- ▶ Where possible, integrate art into existing infrastructure—such as pavement, light poles, benches, or retaining walls
- ▶ Ensure installations do not obstruct clear pedestrian paths or compromise accessibility
- ▶ Lighting and signage can be used to enhance visibility and encourage evening use





ADDISON

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City Council Regular Meeting

5. d.

Meeting Date: 04/14/2026

Department: City Manager

Key Focus Areas: Financial Health and Organizational Excellence

AGENDA CAPTION:

Present, discuss, and consider action on a Resolution revising and approving the City Council's Rules and Procedures and providing an effective date.

BACKGROUND:

The current City Council Rules & Procedures document was presented for review during a Work Session at the January 13, 2026 Regular City Council Meeting. This document is reviewed on a regular basis and at the request of the City Council. The most recent updates occurred in 2017 and 2024.

The City Council Rules & Procedures document standardizes procedures and processes regarding the following:

- City Council Meeting Types
- City Council Meeting Agendas
- City Council Meeting Procedures
- Citizen Participation at Meetings
- City Council Code of Conduct
- Council and Staff Relations
- Council and Media Relations

During the Work Session, staff sought direction from the Council regarding the City Council Rules & Procedures to either keep the City Council Rules & Procedures as is with no updates or make updates to the City Council Rules & Procedures to be adopted via Resolution at a future City Council Meeting. The City Council directed the City Manager to make the following updates to the City Council Rules & Procedures:

- Add the names of agenda item sponsors to the City Council Meeting agenda items. Items sponsored by the Mayor or Council Members will include this indication in the agenda item caption. City Manager items will be noted in the agenda memo.
- Add citizen decorum guidelines in addition to escalation procedures for potential removal of non-compliant speakers and / or attendees at City Council Meetings.

The City Council Rules & Procedures document has been updated to reflect these changes.

FISCAL IMPACT

There is no fiscal impact for this item.

RECOMMENDATION

Staff recommends approval.

Attachments

- Presentation - City Council Rules & Procedures Update
 - Resolution - City Council Rules & Procedures Update
 - Redline Copy – City Council Rules & Procedures
-

City Council Rules and Procedures

April 14, 2026

Valencia Garcia, City Secretary

The logo for the City of Addison, featuring the word "ADDISON" in blue, uppercase letters inside a white circle. The circle is set against a blue background that is part of a larger graphic design on the right side of the slide, which includes a white diagonal line and a grey triangle in the top right corner.

ADDISON

- The City Council Rules and Procedures standardizes procedures and processes regarding the following:
 - City Council Meeting Types
 - City Council Meeting Agendas
 - City Council Meeting Procedures
 - Citizen Participation at Meetings
 - City Council Code of Conduct
 - Council and Staff Relations
 - Council and Media Relations
- The most recent updates occurred in 2017 and 2024. City Council requested that staff bring forward a Work Session to discuss the Council Rules and Procedures.
- The City Council reviewed the Council Rules and Procedures and provided feedback for updates during a Work Session at the January 13, 2026 City Council Meeting.

Section 1 – Meetings

Outlines the different types of City Council Meetings, when they occur and how they are called.

- Regular Meetings
- Special Meetings
- Work Session Meetings

No changes made to Section 1 – Meetings.

Section 2 – Agendas

Sets procedures for City Council Meeting Agendas including:

- Agenda item requests and meeting agenda development
- Posted agenda packet distribution to Council
- Compliance with Open Meetings Act

Added: Agenda items will now indicate sponsors of the item. Items sponsored by the Mayor or Council Members will include this indication in the caption. City Manager items will be noted in the agenda memo.

Council-Sponsored Items

City Council Item

{{item.number}}.

Meeting Date: January 6, 2026

Department: Special Events and Theatre

Key Focus Areas: Vibrant Active Community

AGENDA CAPTION:

Present and discuss the operations and financials for Holiday in the Park 2025.

Sponsored by: Mayor Pro-Tempore Marlin Willesen and Council Member Randy Smith

BACKGROUND:

A review of Holiday in the Park was requested by Mayor Pro-Tempore Marlin Willesen and Council Member Randy Smith.

"Holiday Open House" was a longstanding tradition at the Addison Conference & Theatre Centre and transitioned outdoors in 2020 to "Holiday in the Park" at Addison Circle Park. Formerly hosted by the Conference & Theatre Centre teams, the event is now under the Special Events umbrella and took place on Sunday, December 7, 2025 from 10:00 a.m. – 1:00 p.m. The event continues to be a festive, resident-focused family-friendly event designed to bring the Addison community together to kick-off the holiday season in a fun and memorable way. Staff will present and discuss the history of event, activities that were onsite, areas of opportunity and the event financials.

City Manager Items

City Council Item

{{item.number}}.

From: City Manager

Meeting Date: February 24, 2026

Department: City Secretary's Office

Key Focus Areas: Financial Health and Organizational Excellence

AGENDA CAPTION:

Consider action on a Resolution approving the Key Focus Areas and Strategic Objectives of the Town of Addison's FY 2027 Strategic Plan.

BACKGROUND:

Strategic Plan Background

Since 2016, Addison's City Council has met annually to discuss strategic questions and identify key priorities for the Town. The last annual plan (FY2026 Vision Statement, Strategic Pillars, and Milestones) was adopted by Council through Resolution on April 8, 2025. The plan is used to assist with the annual budget development and propose the allocation of resources with Council-identified priorities, to guide staff and the organization's efforts, and to measure progress towards defined goals. A new format of the current strategic plan is organized by:

Section 3 – Council Meeting Procedures:

Serves as a general guide for meetings utilizing parliamentary procedure.

- Mayor's responsibilities as the presiding officer
- Agenda item presentations
 - Council questions and discussion
 - Motion and voting procedure
- Closed Session procedures
- Remote attendance guidelines for City Council meetings

No changes made to Section 3 – Council Meeting Procedures.

Section 4 – Citizen Participation at Meetings:

Sets guidelines for citizens choosing to participate in City Council Meetings.

- Opportunities for public comment
 - In-person verbal comments
 - Written public comments

Added: Incorporation of the Town's Public Comment Guidelines.

- Speakers must address comments to Mayor instead of staff or individual Council Members.
- Mayor and Council may not engage in conversation with speakers during Public Comment
- Speaker questions may be acknowledged by the Mayor and referred for follow-up.
- Public Hearing-specific guidelines.
- Clarified acknowledgement and recording of email or written public comments.
- Compliance with TOMA – discussing or taking action on items not listed on the meeting agenda.
- Escalation process for speakers that do not comply with the Public Comment Guidelines.

Section 5 – Code of Conduct for Mayor and Council Members:

Establishes a code of conduct based on the Town's Code of Ethics.

- States that the Mayor and Council should abide by the [Town's Code of Ethics](#) as noted in the Town's Code of Ordinances and all applicable laws.
- Conflict of Interest Affidavits and procedures for votes presenting conflicts of interest.

No changes made to Section 5 – Code of Conduct for Mayor and Council Members.

Section 6 – Council & Staff Relations:

Sets guidelines for Council and Town staff collaboration.

- Outlines procedures for City Council Meeting Agenda questions and general questions.
- Establishes City Manager responsibilities regarding Town staff, specifically for interactions with the City Council.

Section 7 – Council & Media Relations:

Sets guidelines for Council interactions with media.

- Notes that links to published agendas will be provided to interested media in advance of City Council Meetings.
- Designates responsibility of official responses to media inquiries.

No changes made to Sections 6 – Council & Staff Relations and 7 – Council & Media Relations.

Added – Appendix including:

- Motion types, definitions, and uses.
 - Main Motions
 - Subsidiary Motions
 - Incidental Motions
 - Renewal Motions
 - Questions of Privilege

APPENDIX

This appendix provides a reference guide to the most common parliamentary motions used during Council meetings. The descriptions, purposes, and procedural requirements outlined herein are consistent with *Robert's Rules of Order* and are intended to support efficient, orderly, and transparent meeting conduct. This appendix is for general guidance only and should be applied alongside the Council's adopted Rules of Procedure.

A. Main Motions

The most important motion, which introduces items to the membership for their consideration. They cannot be made when any other motion is on the floor, and must yield to privileged, subsidiary, and incidental motions.

B. Subsidiary Motions

Subsidiary motions are motions which direct or change how a main motion is handled and are voted on before a main motion. These motions include:

1. **Tabling.** Used to postpone discussion until the group decides by majority vote to resume discussion. By adopting the motion to "lay on the table," a majority has the power to halt consideration of a question immediately without debate. This motion requires a second and is not debatable or amendable.
2. **Postpone to a definite time.** Similar to tabling, except that the motion directs that the matter will be taken up again at some specific date and time.
3. **Postpone indefinitely.** This effectively kills a motion. However, it may be revived later with a majority vote.
4. **Previous question or close debate.** Used to bring the body to an immediate vote. It closes debate and stops further amendment. Contrary to some misconceptions, the majority decides when enough discussion has occurred, not the chair. The formal motion is to "call for the question" or "call for the previous question," or simply, "I move to close debate." The motion requires a second, is not debatable, and requires a two-thirds majority.
5. **Limit/extend debate.** May be desired if the group has adopted a rule limiting the amount of time that will be spent on a topic.
6. **Refer to committee.** Directs that some other body will study the matter and report back.
7. **Amendment.** Used to "fine tune" a motion to make it more acceptable to the group. The amendment must be related to the main motion's intent and cannot be phrased in a way that would defeat the main motion. Two amendments may be on the floor at one time: the first amendment modifies the main motion, and the second amendment must relate to the first amendment. When an amendment is on the floor, only the amendment may be debated. The amendments are voted on in the reverse order in which they were made, as each amendment changes to some degree the intent of the main motion. As each amendment is voted on, an additional primary or secondary amendment may be introduced. An amendment is debatable and requires a second and a majority vote.

Questions?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS AMENDING AND APPROVING THE CITY COUNCIL'S PROCEDURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council periodically reviews the Council procedures; and

WHEREAS, on January 13, 2026, the City Council reviewed the Council Procedures and recommended certain amendments; and

WHEREAS, the City Council has determined that the City Council Procedures should be amended and adopted.

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

SECTION 1. The Town of Addison City Council Procedures attached hereto as **Exhibit A** are hereby approved as amended.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the **14th** day of **APRIL**, 2026.

TOWN OF ADDISON, TEXAS

Bruce Arfsten, Mayor

ATTEST:

Valencia Garcia, City Secretary

CITY COUNCIL RULES & PROCEDURES

CITY COUNCIL MEETING PROCEDURES

SECTION 1. MEETINGS

- A. Regular Meetings will generally be held on the second and fourth Tuesday of each month. Meetings will be held at a posted location commencing at 7:00 p.m., unless otherwise posted.
- B. Special Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. These meetings will be held at a posted location at a stated time.
- C. Work Session Meetings are subject to call by the Mayor, City Manager, or three members of the City Council with written notice to the City Secretary. The time, place, and purpose will be stated in each instance. Ordinarily, no official Council action will be taken at a work session meeting.

SECTIONS 2. AGENDAS

The following procedures relate to the agenda for meetings of the Council.

- A. The City Manager, working with the Mayor, will determine what items of business should come before the Council. If, at a meeting of the Council, a member of the Council (i.e., the Mayor and each Council member) or the public inquiries about a subject for which notice has not been given as required by law, only the following may be provided unless otherwise allowed by law: (1) a statement of specific factual information given in response to the inquiry, or (2) a recitation of existing policy in response to the inquiry. Unless otherwise allowed by law, any deliberation of or decision about the subject of such inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
- B. An item will be placed on the agenda at the request of two or more Council members. The City Manager will place the item on the agenda as soon as applicable. The Council members requesting the agenda item may present or participate in the presentation of the item at the meeting. Any Town staff assistance should be requested through the City Manager's Office. Such agenda items must reach the City Manager's office at Town Hall by 1:00 p.m., Tuesday, of the week preceding the meeting for which the request is made.
- C. All agenda items will indicate the sponsor(s) of the item, including any Mayor requested items, City Manager items, and Council member sponsored items. Items sponsored by the Mayor and Council Members will be noted in the caption. Items sponsored by the City Manager will be noted in the agenda memo.
- D. The agenda packets for all Regular Meetings will be delivered electronically by Town staff to members of the Council no later than the Thursday preceding the meetings.
- E. The City Secretary's office is responsible for seeing that notices for all meetings of the Council comply with the Open Meetings Law.

SECTION 3. COUNCIL MEETING PROCEDURES

The Council will use the following procedures as a general guide for parliamentary procedure and may consult Robert's Rules of Order as a guide in instances not addressed by these procedures.

- A. The Mayor shall be the presiding officer at all meetings. The Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor, and the Deputy Mayor Pro-Tempore shall preside at meetings in the absence of the Mayor and Mayor Pro-Tempore. The term Mayor shall be interpreted to mean the presiding officer when applicable throughout these City Council Procedures.
- B. The Mayor shall have a voice in all matters before the Council and may vote on all matters.
- C. When an item is presented to the Council, the Mayor shall recognize the presenter(s) and the order of presentation. During City Council discussion of an item, the Mayor shall recognize members of the Council who desire to ask questions or speak on an item. When two or more members desire to speak on an item, the Mayor shall choose which member is to speak first.
- D. Each member of the Council, including the Mayor, will be given an opportunity to ask questions following presentation of an agenda item. Then, members shall be given the opportunity to ask additional questions in the same manner until no member has additional questions.
- E. During the Council's discussion of an item, each member will be given a reasonable amount of time to speak until all members have had an opportunity to ask questions. Following the initial round of discussion, the Mayor shall recognize a member desiring to make a motion. If a motion is made and seconded, the discussion of the motion, if any, shall follow the procedure outlined above. If no motion is made, the discussion will continue in the same manner outlined above until discussion on the item has concluded. The procedure described herein is intended to give each member a timely opportunity to speak and to avoid one member monopolizing the floor for an extended period of time before others have an opportunity to speak.
- F. The Mayor shall preserve order and shall require Council members engaged in debate to limit discussion to the question under consideration. Members of the Council shall not interrupt or delay proceedings and shall not refuse to obey the orders of the Mayor or the rules of the Council. Members of the Council shall demonstrate respect and courtesy to each other, Town staff members, and citizens appearing before the Council.
- G. The Mayor will give all members of the Council a full opportunity to speak on an item; provided, the Mayor may reasonably limit the time for discussion on any item as the Mayor deems appropriate based upon the circumstances.

H. Every member of the Council shall vote on all matters before the Council whereupon the Mayor has called for a final vote unless a member abstains from the vote due to a conflict of interest or other legal basis for abstention following the procedures for abstention set forth in Section 5.

I. Should a conflict arise between Council members during a meeting, the Mayor shall serve as the mediator. If the Mayor is a part of the conflict, the Council shall determine the procedure to conclude the matter.

J. The Council may convene into closed (executive) session in connection with any Regular, Special or Work Session meeting in conformance with the rules governing closed meetings set forth in Chapter 551 of the Texas Government Code. Prior to convening into closed session, the Mayor shall (i) announce the applicable statutory exception(s) authorizing the closed session, (ii) identify the general purpose or subject matter to be discussed during the closed session to the extent permitted by law, and (iii) state the time in which the Council is convening into closed session.

K. Members of the Council may attend a meeting remotely when a member is unable to attend the meeting in-person, provided, the member's remote attendance is able to be administered in full conformance with Section 551.127 of the Texas Government Code and all applicable IT policies adopted by the Town. Each remote location from which a member participates, must have an internet connection that is of sufficient quality to ensure a continuous, live two-way audio and video communication with all other members of the Council during the entire meeting. While speaking, a member attending remotely must be clearly visible and audible to all other members of the Council and the public (except during a closed session). If a member intends on attending a closed session remotely, the member shall coordinate with the City Manager's office in advance to ensure that the remote location and connection are able to comply with all applicable security requirements.

L. Any Council member may ask the Mayor to enforce the procedures established by the Council. Should the Mayor fail to do so, a majority of the Council may direct the Mayor to enforce the procedures.

M. All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating with other Council Members during any City Council meetings as that is a violation of the Texas Open Meetings Act.

SECTION 4. CITIZEN PARTICIPATION AT MEETINGS

A. As a general rule, persons attending a meeting of the Council may not participate in the discussions of the Council unless the item is identified on the agenda as a public hearing. Speakers must address their comments to the Mayor rather than individual Council members or staff. The Mayor and members of the Council shall not engage in conversation with members of the public during the Public Comments portion of the meeting. Questions or complaints may, when appropriate, be acknowledged by the Mayor and referred to the City

Manager or their designee for follow-up after the meeting. Unauthorized remarks from the audience (including stamping of feet, whistles, yells, or similar demonstrations) are not permitted. Booing, hissing, amplifying sound other than City-provided microphones, and comments tending to incite outbursts, imminent threats, or illegal conduct are also prohibited. Personal, impertinent, profane, or slanderous remarks may result in removal from the meeting room. Placards, banners, or signs are not permitted in the Council Chambers or in any other room in which the Council is meeting. Signs, placards, banners, props, or any other items or materials that block the view of attendees or unreasonably disrupt the proceedings are prohibited.

B. If an item is identified on the agenda of a Council meeting as a public hearing, the Mayor (or presiding officer) will open the hearing and recognize speakers. Speakers should stand at the podium, speak clearly into the microphone, and state their name and address prior to beginning their remarks. The applicant will generally be allowed ten (10) minutes to present the item and five (5) minutes for rebuttal. City staff will also generally be given additional time, as needed, to present the item and address questions from the Council. Testimony from members of the public will generally be limited to three (3) minutes. Organized groups, such as neighborhood associations or groups affiliated with the applicant, will also have three (3) minutes to speak. Speakers wishing to present printed materials to the Council shall coordinate with the City Secretary prior to the meeting. Testimony should be concise and provide information not substantially addressed by previous speakers. If a speaker cannot complete their remarks within the allotted time, written comments may be provided to the City Secretary for distribution to the Council.

C. Individuals who wish to speak, or who wish to register support or opposition without speaking, should complete an appearance card. Public comment agreement forms shall be submitted to the City Secretary prior to the meeting or as soon thereafter as reasonably practicable. Each name submitted on an appearance card will be read into the record by the Mayor. Email or written comments will be acknowledged during the meeting but not read into the record and will be attached to the minutes of the respective meeting.

D. In accordance with the Texas Open Meetings Act, the Council is restricted from discussing or taking action on items not listed on the agenda. Action may only be taken at a future meeting once proper notice has been posted.

E. In the event of unruly behavior, personal affronts, intimidation, threats of violence, disobedience of the presiding officer, or any violation of these rules of decorum and conduct, the Mayor may admonish the speaker, terminate the speaker's remaining time, or order the individual to leave the meeting. If the individual refuses to leave, the presiding officer may direct the on-duty police officer to remove the person as authorized by Texas Penal Code Sections 38.13, 42.01, and 42.05, or other applicable law.

CITY COUNCIL GENERAL PROCEDURES

SECTION 5. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

A. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and

attached hereto as Appendix A) and with all conflict of interest laws.

B. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, they shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that they have a conflict of interest and must refrain from participation in or voting on the agenda item, and shall be required to leave the meeting room.

C. The Mayor and Council members are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the individual member makes such a determination, the member shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find that staff's time is being dominated by a single member, the City Manager should inform the Mayor of the concern.

D. If the Mayor or a Council member seeks a written legal opinion from the City Attorney in connection with an item on a meeting agenda the City Attorney's legal opinion shall be provided to all members of the Council.

E. In the event of a conflict between the staff and the Council, the Mayor will speak with the City Manager regarding the conflict but will not address the conflict directly with any staff member. The City Manager will then address the matter with the appropriate staff member(s) and update the Mayor and Council as appropriate. If the conflict is between a staff member and the Mayor, the Mayor Pro Tempore will speak with the City Manager.

F. The City Manager is responsible for the professional and ethical behavior of themselves and their staff. The City Manager is also responsible for seeing that staff remains

educated and informed on the issues facing municipal government.

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

H. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. A link to published agendas will be provided upon request to all interested news media in advance of the Council meetings.

B. Official responses to media inquiries concerning Town matters will be made as determined by the Mayor and the City Manager.

APPENDIX

This appendix provides a reference guide to the most common parliamentary motions used during Council meetings. The descriptions, purposes, and procedural requirements outlined herein are consistent with *Robert's Rules of Order* and are intended to support efficient, orderly, and transparent meeting conduct. This appendix is for general guidance only and should be applied alongside the Council's adopted Rules of Procedure.

A. Main Motions

The most important motion, which introduces items to the membership for their consideration. They cannot be made when any other motion is on the floor, and must yield to privileged, subsidiary, and incidental motions.

B. Subsidiary Motions

Subsidiary motions are motions which direct or change how a main motion is handled and are voted on before a main motion. These motions include:

1. **Tabling.** Used to postpone discussion until the group decides by majority vote to resume discussion. By adopting the motion to "lay on the table," a majority has the power to halt consideration of a question immediately without debate. This motion requires a second and is not debatable or amendable.
2. **Postpone to a definite time.** Similar to tabling, except that the motion directs that the matter will be taken up again at some specific date and time.
3. **Postpone indefinitely.** This effectively kills a motion. However, it may be revived later with a majority vote.
4. **Previous question or close debate.** Used to bring the body to an immediate vote. It closes debate and stops further amendment. Contrary to some misconceptions, the majority decides when enough discussion has occurred, not the chair. The formal motion is to "call for the question" or "call for the previous question," or simply, "I move to close debate." The motion requires a second, is not debatable, and requires a two-thirds majority.
5. **Limit/extend debate.** May be desired if the group has adopted a rule limiting the amount of time that will be spent on a topic.
6. **Refer to committee.** Directs that some other body will study the matter and report back.
7. **Amendment.** Used to "fine tune" a motion to make it more acceptable to the group. The amendment must be related to the main motion's intent and cannot be phrased in a way that would defeat the main motion. Two amendments may be on the floor at one time: the first amendment modifies the main motion, and the second amendment must relate to the first amendment. When an amendment is on the floor, only the amendment may be debated. The amendments are voted on in the reverse order in which they were made, as each amendment changes to some degree the intent of the main motion. As each amendment is voted on, an additional primary or secondary amendment may be introduced. An amendment is debatable and requires a second and a majority vote.

C. Incidental Motions

Incidental motions provide a means of questioning the procedure of other motions and have priority. These motions include:

1. **Point of order.** To bring to the group's attention that the rules are being violated. You don't need to be recognized prior to making a point of order. This is not really a motion, but requires the chair to make a ruling as to whether or not immediate consideration is proper.
2. **Appeal from the decision of the chair.** The group can overrule the chair on any decision. While the motion must be seconded, it cannot be amended. When this motion is moved and seconded, the chair immediately states the question, "Shall the decision of the chair stand as the judgment of the group?" If there is a tie vote, the chair's decision is upheld. The motion is not debatable when it applies to a matter of improper use of authority or when there is a pending motion to close debate. However, the motion can be debated at other times. Each person may speak once, and the chair may also state the basis for the decision.
3. **Parliamentary inquiry.** Not a motion, but a question as to whether an action would be in order.
4. **Point of information.** A person may rise to offer information that is considered necessary for the group. This provision is not used to offer debate.
5. **Division of assembly.** To require a more precise method of counting votes than by a voice vote, such as having persons raise hands or stand. Divisions of assembly don't require seconds or votes, and are not debatable.
6. **Request to withdraw a motion.** Contrary to popular misconception, a motion cannot be withdrawn by its mover. This request requires majority approval.
7. **Suspension of the rules.** When matters are to be taken out of order or a particular task can be better handled without formal rules in place, this motion can be approved by a majority vote. However, until the rules are restored, only discussion can occur, no decisions can be made. This motion requires a second, but is not debatable or amendable.
8. **Object to consideration of a question.** A motion can be objected to and ruled out of order without debate if it is so outrageous or intended to distract the group from resolving legitimate business. However, if the chair does not rule the motion out of order, a majority vote can block further consideration.

D. Renewal Motions

Once the group has taken action, renewal motions require the group to further discuss or dispose of a motion. The motions include:

1. **Reconsider.** When the group needs to further discuss a motion that has already been defeated at the same meeting. A majority of the group must approve taking additional time to debate the motion again. The motion can be made only by a person who previously voted on the prevailing side. Contrary to another popular misconception, the motion may be brought up again at a subsequent meeting. If the chair does not believe the group's wishes

have changed, the motion can be ruled out of order, subject to an appeal from the decision of the chair.

2. **Take from the table.** Unless the original motion to table directed that the motion be brought back at a specific date and time, a majority of the group must pass a motion to take from the table. Such a motion is non-debatable.
3. **Rescind.** When the group wishes to annul an action, a motion to rescind is in order at any time. If prior notice has been given to the group that this action will be considered, the motion to rescind can pass with a simple majority vote. However, if no prior notice has been given, the vote requires a two-thirds majority vote.

E. Questions of Privilege

There are a few questions of privilege that are in order at any time and must be disposed of prior to resuming discussion on the matter at hand:

1. **Fix the time for next meeting.** This is in order at any time, including when a motion to adjourn is pending. Second required, not debatable, and amendable.
2. **Adjourn.** To bring the meeting to a halt. Second required, not debatable, and not amendable. Alternatively, instead of a motion, the chair can ask if there is any further business. If there is no response, the chair can say, "Since there is no further business, the meeting is adjourned."
3. **Recess.** A temporary break in the meeting; should state a time at which the meeting will resume. Second required, not debatable, and not amendable.
4. **Point of privilege.** A matter that concerns the safety and welfare of the group or an individual member. Can be raised even when another person is speaking. No second, not debatable, and no vote required.
5. **Call for the orders of the day.** A demand that the group return to the agenda. Can be taken when another person is speaking, no second required, not debatable, and no vote required. A majority vote is required to reject the motion.

CITY COUNCIL RULES & PROCEDURES

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~~B.C.~~ All agenda items will indicate the sponsor(s) of the item, including any Mayor requested items, City Manager items, and Council member sponsored items. Items sponsored by the Mayor and Council Members will be noted in the caption. Items sponsored by the City Manager will be noted in the agenda memo.

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CITY COUNCIL GENERAL PROCEDURES

SECTION 5. CODE OF CONDUCT FOR MAYOR AND COUNCIL MEMBERS

A. The Mayor and Council members should comply with the Town's Code of Ethics (included in Chapter 2, Article III, Division 2 of the Town's Code of Ordinances and attached hereto as Appendix A) and with all conflict of interest laws.

B. In accordance with the Town's Code of Ethics and with applicable law, the Mayor and Council members shall abstain from participating in or voting on items in which they have a conflict of interest as set forth in the Code of Ethics or applicable law. If the Mayor or a Council member has such a conflict of interest, they shall file a "Conflict of Interest Affidavit" with the City Secretary's office. Upon introduction of the agenda item in which the Mayor or Council member has a conflict of interest, the Mayor or Council member should announce that they have a conflict of interest and must refrain from participation in or voting on the agenda item, and shall be required to leave the meeting room.

C. The Mayor and Council members are encouraged to conduct themselves above reproach. In the event that the Mayor or a Council member determines that it is necessary to abstain from participating in a matter to avoid a perceived conflict of interest or to avoid the appearance of impropriety, as soon as the individual member makes such a determination, the member shall declare the nature of the matter causing the abstention, abstain from participation in the matter and leave the meeting room.

SECTION 6. COUNCIL AND STAFF RELATIONS

A. Members of the Council should attempt to ask questions to the City Manager about the Council agenda packet issued for a Council meeting prior to the meeting. This will allow the Town staff time to respond to the Council member's questions and, if necessary, to provide additional information to all members of the Council.

B. The City Manager shall designate the appropriate Town staff member to address each agenda item and shall see that each presentation informs the Council on the issues which require Council action. The presentations should be professional and timely, and should list options available for resolving any issue.

C. The City Manager is directly responsible for providing information to all members of the Council concerning any inquiries by a specific member of the Council. Should the City Manager find that staff's time is being dominated by a single member, the City Manager should inform the Mayor of the concern.

D. If the Mayor or a Council member seeks a written legal opinion from the City Attorney in connection with an item on a meeting agenda the City Attorney's legal opinion shall be provided to all members of the Council.

E. In the event of a conflict between the staff and the Council, the Mayor will speak with the City Manager regarding the conflict but will not address the conflict directly with any staff member. The City Manager will then address the matter with the appropriate staff member(s) and update the Mayor and Council as appropriate. If the conflict is between a staff member and the Mayor, the Mayor Pro Tempore will speak with the City Manager.

F. The City Manager is responsible for the professional and ethical behavior of themselves and their staff. The City Manager is also responsible for seeing that staff remains educated and informed on the issues facing municipal government.

G. All members of the Council and Town staff members shall show respect and courtesy to each other and citizens at all times.

H. The City Manager is responsible for seeing that all newly (first time) elected members of the Council are provided with a thorough orientation on Town staff procedures, municipal facilities, and other information of interest to municipal officials.

SECTION 7. COUNCIL AND MEDIA RELATIONS

A. A link to published agendas will be provided upon request to all interested news media in advance of the Council meetings.

B. Official responses to media inquiries concerning Town matters will be made as determined by the Mayor and the City Manager.

APPENDIX

~~Common Motions/Motions Practice Tips~~

This appendix provides a reference guide to the most common parliamentary motions used during Council meetings. The descriptions, purposes, and procedural requirements outlined herein are consistent with *Robert's Rules of Order* and are intended to support efficient, orderly, and transparent meeting conduct. This appendix is for general guidance only and should be applied alongside the Council's adopted Rules of Procedure.

~~Common Motions/Motions Practice Tips~~

A. Main Motions

The most important motion, which introduces items to the membership for their consideration. They cannot be made when any other motion is on the floor, and must yield to privileged, subsidiary, and incidental motions.

B. Subsidiary Motions

Subsidiary motions are motions which direct or change how a main motion is handled and are voted on before a main motion. These motions include:

1. **Tabling.** Used to postpone discussion until the group decides by majority vote to resume discussion. By adopting the motion to "lay on the table," a majority has the power to halt consideration of a question immediately without debate. This motion requires a second and is not debatable or amendable.
2. **Postpone to a definite time.** Similar to tabling, except that the motion directs that the matter will be taken up again at some specific date and time.
3. **Postpone indefinitely.** This effectively kills a motion. However, it may be revived later with a majority vote.
4. **Previous question or close debate.** Used to bring the body to an immediate vote. It closes debate and stops further amendment. Contrary to some misconceptions, the majority decides when enough discussion has occurred, not the chair. The formal motion is to "call for the question" or "call for the previous question," or simply, "I move to close debate." The motion requires a second, is not debatable, and requires a two-thirds majority.
5. **Limit/extend debate.** May be desired if the group has adopted a rule limiting the amount of time that will be spent on a topic.
6. **Refer to committee.** Directs that some other body will study the matter and report back.
7. **Amendment.** Used to "fine tune" a motion to make it more acceptable to the group. The amendment must be related to the main motion's intent and cannot be phrased in a way that would defeat the main motion. Two amendments may be on the floor at one time: the first amendment modifies the main motion, and the second amendment must relate to the first amendment. When an amendment is on the floor, only the amendment may be debated. The amendments are voted on in the reverse order in which they were made, as each amendment changes to some degree the intent of the main motion. As each amendment is voted on, an additional primary or secondary amendment may be introduced. An amendment is debatable and requires a second and a majority vote.

C. Incidental Motions

Incidental motions provide a means of questioning the procedure of other motions and have priority. These motions include:

1. **Point of order.** To bring to the group's attention that the rules are being violated. You don't need to be recognized prior to making a point of order. This is not really a motion, but requires the chair to make a ruling as to whether or not immediate consideration is proper.
2. **Appeal from the decision of the chair.** The group can overrule the chair on any decision. While the motion must be seconded, it cannot be amended. When this motion is moved and seconded, the chair immediately states the question, "Shall the decision of the chair stand as the judgment of the group?" If there is a tie vote, the chair's decision is upheld. The motion is not debatable when it applies to a matter of improper use of authority or when there is a pending motion to close debate. However, the motion can be debated at other times. Each person may speak once, and the chair may also state the basis for the decision.
3. **Parliamentary inquiry.** Not a motion, but a question as to whether an action would be in order.
4. **Point of information.** A person may rise to offer information that is considered necessary for the group. This provision is not used to offer debate.
5. **Division of assembly.** To require a more precise method of counting votes than by a voice vote, such as having persons raise hands or stand. Divisions of assembly don't require seconds or votes, and are not debatable.
6. **Request to withdraw a motion.** Contrary to popular misconception, a motion cannot be withdrawn by its mover. This request requires majority approval.
7. **Suspension of the rules.** When matters are to be taken out of order or a particular task can be better handled without formal rules in place, this motion can be approved by a majority vote. However, until the rules are restored, only discussion can occur, no decisions can be made. This motion requires a second, but is not debatable or amendable.
8. **Object to consideration of a question.** A motion can be objected to and ruled out of order without debate if it is so outrageous or intended to distract the group from resolving legitimate business. However, if the chair does not rule the motion out of order, a majority vote can block further consideration.

D. Renewal Motions

Once the group has taken action, renewal motions require the group to further discuss or dispose of a motion. The motions include:

1. **Reconsider.** When the group needs to further discuss a motion that has already been defeated at the same meeting. A majority of the group must approve taking additional time to debate the motion again. The motion can be made only by a person who previously voted on the prevailing side. Contrary to another popular misconception, the motion may be brought up again at a subsequent meeting. If the chair does not believe the group's wishes

have changed, the motion can be ruled out of order, subject to an appeal from the decision of the chair.

2. **Take from the table.** Unless the original motion to table directed that the motion be brought back at a specific date and time, a majority of the group must pass a motion to take from the table. Such a motion is non-debatable.
3. **Rescind.** When the group wishes to annul an action, a motion to rescind is in order at any time. If prior notice has been given to the group that this action will be considered, the motion to rescind can pass with a simple majority vote. However, if no prior notice has been given, the vote requires a two-thirds majority vote.

E. Questions of Privilege

There are a few questions of privilege that are in order at any time and must be disposed of prior to resuming discussion on the matter at hand:

1. **Fix the time for next meeting.** This is in order at any time, including when a motion to adjourn is pending. Second required, not debatable, and amendable.
2. **Adjourn.** To bring the meeting to a halt. Second required, not debatable, and not amendable. Alternatively, instead of a motion, the chair can ask if there is any further business. If there is no response, the chair can say, “Since there is no further business, the meeting is adjourned.”
3. **Recess.** A temporary break in the meeting; should state a time at which the meeting will resume. Second required, not debatable, and not amendable.
4. **Point of privilege.** A matter that concerns the safety and welfare of the group or an individual member. Can be raised even when another person is speaking. No second, not debatable, and no vote required.
5. **Call for the orders of the day.** A demand that the group return to the agenda. Can be taken when another person is speaking, no second required, not debatable, and no vote required. A majority vote is required to reject the motion.