

November 12, 2025

ORDINANCE NO. _____

An ordinance ratifying and adopting an agreement between the City of Dallas and the Town of Addison adjusting their common boundary line; releasing certain tracts of land to the Town of Addison; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, it is the desire of the City of Dallas and the Town of Addison to adjust their common boundary line in order to establish clear lines of demarcation for the most efficient development and delivery of services to the citizens in the area; and

WHEREAS, the City of Dallas and the Town of Addison, pursuant to Section 43.015 of the Local Government Code, have entered into an agreement, authorized by city council Resolution No. 25-0927 on June 11, 2025, adjusting their common boundary line; and

WHEREAS, the city council finds that it is in the public interest for the City of Dallas to make such an adjustment; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas does hereby ratify and adopt the agreement attached hereto and made a part of this ordinance as Exhibit A, which was entered into by the City of Dallas and the Town of Addison on _____.

SECTION 2. That the City of Dallas does hereby release certain tracts of land, along with all extraterritorial jurisdiction pertaining thereto, now within its city limits and described in Exhibit A, to the Town of Addison.

SECTION 3. That the affected corporate limits of the City of Dallas shall upon final passage of this ordinance be adjusted as set out in Exhibit A.

SECTION 4. That the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

SECTION 5. That the city secretary is hereby directed to publish this ordinance at least one time in the official newspaper of the City of Dallas.

SECTION 6. That upon final passage of this ordinance, the city secretary shall transmit a certified copy of this ordinance to the city secretary of the Town of Addison.

SECTION 7. That this ordinance shall take effect upon ratification and adoption of the attached agreement by the Town of Addison, or immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, whichever occurs later, and it is accordingly so ordained.

APPROVED AS TO FORM:

TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

Passed _____

EXHIBIT A
BOUNDARY ADJUSTMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Dallas, Texas, hereinafter referred to as Dallas, and the Town of Addison, Texas, hereinafter referred to as Addison.

WHEREAS, Dallas's eastern boundary is in part contiguous with the western boundary of Addison; and

WHEREAS, this existing boundary does not presently allow the efficient development and delivery of city services to the area; and

WHEREAS, the cities desire to modify their mutual boundary so as to allow more efficient development and delivery of city services to the area; and

WHEREAS, representatives of Dallas and Addison have met and agreed on a mutually acceptable boundary which is in the best interest of the citizens of each city.

WHEREAS, the Town of Addison agrees to provide concurrence for a future shuttle connection (inclusive of autonomous shuttle) from the Dallas International District to the Dallas Area Rapid Transit Knoll Trail Station using Montfort Drive; and

WHEREAS, the Town of Addison agrees to reconstruct and operate the traffic signal at Montfort Drive and Verde Valley Lane (Paladium Drive) as part of the boundary adjustment; and

WHEREAS, the Town of Addison agrees to authorize the City of Dallas to place new traffic signal poles, associated foundations, and signs and perform necessary maintenance of the traffic signal and associated infrastructure at the intersection of Arapaho Road and Southbound Dallas Parkway at the Dallas North Tollway (DNT) within the Town of Addison's right-of-way; and

WHEREAS, the City of Dallas agrees to authorize the Town of Addison to place new traffic signal poles, associated foundations, and signs and perform necessary maintenance of the traffic signal and associated infrastructure at the intersection of Montfort Drive and Celestial Road within the City of Dallas's right-of-way; and

WHEREAS, the City of Dallas agrees to coordinate with the Town of Addison for the establishment and installation of a shared use path on Quorum Drive/Verde Valley Lane beneath the DNT within the City of Dallas city limits, as well as landscaping improvements and lighting at the DNT and Arapaho Road; and

WHEREAS, the City of Dallas agrees to collaborate with the Town of Addison on pedestrian improvements and enhancements to the crossing at Belt Line Road and the DNT as well as at Belt Line Road and Montfort Drive, which do not impact current vehicular movement; and

WHEREAS, the City of Dallas agrees to continue supporting the Town of Addison on

traffic signal timing during events, with reimbursement from the Town of Addison; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Dallas and Addison agree as follows:

SECTION I.

Statement of Intent

It is the intent of Dallas and Addison to modify their respective boundaries in the following manner:

Dallas will release to Addison a tract of land along Montfort Drive, extending from the current Dallas city limits south to Celestial Road, as described in the attached exhibits, to align the boundary line for improved municipal service coordination.

SECTION II.

Release of Territory

Dallas agrees to release the following property to Addison:

A 2.1282-acre (92,704 square foot) tract of land situated in the Allen Bledsoe Survey, Abstract No. 157, and the Thomas Garvin Survey, Abstract No. 524, Dallas County, Texas, being a portion of Montfort Drive, a variable-width right-of-way, as more particularly described by metes and bounds in Attachment No. 2 to this agreement and depicted in the accompanying boundary survey.

SECTION III.

Waiver of Extraterritorial Jurisdiction

Dallas does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the property described in Section II in favor Addison. It is expressly agreed and understood that this waiver shall operate only in favor of Addison, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights, which Dallas may be able to assert against any other municipality.

SECTION IV.

Service Plans

Upon ratification and adoption of this agreement by the city council of Addison, Addison does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. 1.

SECTION V.

Other Issues

(a) Addison agrees to provide concurrence for a future shuttle connection (inclusive of autonomous shuttle) from the Dallas International District to the Dallas Area Rapid Transit Knoll Trail Station using Montfort Drive.

(b) Addison agrees to reconstruct and operate the traffic signal at Montfort Drive and Verde Valley Lane (Paladium Drive) as part of the boundary adjustment.

(c) Addison authorizes Dallas to place new traffic signal poles, associated foundations, and signs and perform necessary maintenance of the traffic signal and associated infrastructure at the intersection of Arapaho Road and Southbound Dallas Parkway at the Dallas North Tollway (DNT) within Addison's right-of-way.

(d) Dallas authorizes Addison to place new traffic signal poles, associated foundations, and signs and perform necessary maintenance of the traffic signal and associated infrastructure at the intersection of Montfort Drive and Celestial Road within Dallas's right-of-way.

(e) Dallas agrees to coordinate with Addison for the establishment and installation of a shared use path on Quorum Drive/Verde Valley Lane beneath the DNT within Dallas city limits, as well as landscaping improvements and lighting at the DNT and Arapaho Road.

(f) Dallas agrees to collaborate with Addison on pedestrian improvements and enhancements to the crossing at Belt Line Road and the DNT as well as at Belt Line Road and Montfort Drive, which do not impact current vehicular movement.

(g) Dallas agrees to continue supporting Addison on traffic signal timing during events, with reimbursement from Addison.

SECTION VI.

Effective Date

Dallas and Addison agree that this agreement shall take effect only upon ratification and adoption by the governing bodies of each city.

SIGNED this the ____ day of _____, 2025.

TOWN OF ADDISON, TEXAS

CITY OF DALLAS, TEXAS

City Manager

City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:
TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

ATTEST:

ATTEST:

City Secretary

City Secretary

ATTACHMENT NO. 1 SERVICE PLAN

As required by Texas Local Government Code Section 43.056, following is the Service Plan for the property described below and also identified on the attached map.

Property Description

As the result of a series of negotiations, the City of Dallas and the Town of Addison have agreed to a boundary adjustment covering the property described in Exhibit A, the boundary adjustment agreement.

Background of Proposed Annexation

As the result of a series of negotiations, the City of Dallas and the Town of Addison have agreed to a boundary adjustment covering the property described in Exhibit A to the boundary adjustment agreement.

This property includes the tract of land located along Montfort Drive, extending from the current Dallas city limits south to Celestial Road, as further detailed in the legal description and survey contained in Attachment 2 to Exhibit A.

Schedule of Municipal Services

A. Police Protection

Police enforcement and protection services are to be provided by the extension of patrol into the annexed area and by response from the Addison Police Department to individual requests beginning on the effective date of the annexation ordinance.

B. Fire Protection (including emergency ambulance)

1. Fire protection personnel and equipment, and emergency medical personnel and equipment shall be provided to the annexed area upon request beginning on the effective date of the annexation ordinance.
2. When able, the City of Dallas will provide the Town of Addison with preemption at the following intersections: Belt Line Road at the Dallas North Tollway (DNT), Belt Line Road at Montfort Drive, and DNT at Verde Valley Lane.

C. Solid Waste Collection

Solid waste collection service is to be provided to the annexed area in accordance with Town of Addison ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.

D. Water and Wastewater

1. Existing Service

Existing water and wastewater service will remain under the ownership, control, and operation of the respective utility entity providing current service.

2. New Service

Provision of new water or wastewater service shall be furnished exclusively by the utility having jurisdiction within the property boundary where service is requested. In the event that the designated utility is unable to provide such service, said utility, at its discretion, may request service from the reciprocal utility entity. Any such request for service shall be governed by and subject to the terms, conditions, and obligations set forth in the Reciprocal Water and Wastewater Service Agreement, which is incorporated as Exhibit “E” to the Wholesale Treated Water Contract executed between the City of Dallas and the Town of Addison on January 6th, 2012, and all subsequent agreements, all of which above said instruments are hereby incorporated in their entirety herein as though written word for word.

E. Maintenance of Roads and Streets

1. Street maintenance and other street services are to be provided to the annexed area in accordance with Town of Addison ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.

2. As streets are constructed in undeveloped portions of the annexed areas, the Town is to participate in the cost of construction, acceptance upon completion, maintenance, and other services in accordance with Town of Addison ordinances, resolutions, and regulations.

F. Street Lighting

The Town of Addison is to provide for the placement of street lights in accordance with practices in all other areas of the town.

G. Traffic Engineering

Necessary traffic studies are to be performed to determine the need for installation of street identification signs and proper traffic control devices within the annexed area in accordance with Town of Addison ordinances, resolutions, and regulations.

H. Planning and Zoning.

The planning and zoning jurisdiction, including the subdivision platting process, of the Town of Addison extend to the annexed area.

I. Storm Drainage (including flood plain regulations)

Studies are to be conducted to ascertain the limits of the 100-year floodplain in order to place the zoning flood plain prefix on any appropriate areas.

J. Capital Improvements

The Town of Addison will initiate the acquisition or construction of capital improvements necessary for providing services adequate to serve the area annexed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. Any necessary capital improvements will be provided no later than 4 1/2 years after the effective date of the annexation ordinance.

K. Miscellaneous

General municipal administrative and code enforcement services of the Town of Addison will be provided to residents of the annexed area, beginning on the effective date of the annexation ordinance.

Prepared this ____ day of _____, 2025.