TOWN OF ADDISON®
Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

Addison 50!
50 YEARS OF FUN!

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

FEBRUARY 10, 2004

6:45 P.M.
URS BRIDGE LIGHTING DEMONSTRATION
15650 ADDISON CONFERENCE AND THEATRE CENTRE
STONE COTTAGE

7:30 P.M.
COUNCIL CHAMBERS
5300 BELT LINE ROAD

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

#2a – Approval of the Minutes for the January 27, 2004 Council Meeting.

#2b – Consideration of approval and authorization of a partial payment in the amount of $392,229.01 to Abstract Construction for the construction of Addison Circle Park.

#2c – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of $45,365.00 with Illuminations by Greenlee for the installation of landscape lighting in the Oaks North Subdivision common areas.

#2d – Consideration of an Ordinance calling for a general election to be held on May 15, 2004, for the purpose of electing a three (3) Councilmembers for two (2) year terms each; designating two polling places within the Town; establishing other procedures for the conduct of the election; and establishing a date for canvassing returns.

Item #R3 – Presentation to John Salih of Solly's Barbecue.

Item #R4 – Appointment of two members to the Planning and Zoning Commission.

Administrative Comment:

Carol Doepfner's second term on the Planning and Zoning Commission expired on February 8, 2004. Ms. Doepfner was appointed by Councilmember Ways. The appointment now belongs to Councilmember Hirsch.

Laura Herrick has resigned from the Planning and Zoning Commission. Ms. Herrick was appointed by Councilmember Mallory.

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a private school in an R-1 (Residential-1) district, in order to make amendments to the master plan for the school, located at 4141 Spring Valley Road, on application from Greenhill School, represented by Ms. Melissa Orth of Greenhill School.

Attachments:

1. Docket Map
2. Staff Report
3. Resident Petition
4. Letters from Residents
5. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for an amendment to an existing Special Use Permit for a private school in an R-1 (Residential-1) district, in order to make amendments to the master plan for the school, subject to the following conditions:

1. The applicant shall extend the backstop netting down the third-base line, to a length that is at least past the dugout on the third base side of the field, to a height of 28 feet (which is equal to the height of the existing back stop). The netting shall be installed prior to June 1, 2004. The applicant shall also install signs advising users of the field

against trespassing or throwing balls onto the private property to the north. In addition, the applicant shall install signs at the maintenance facility advising the staff against making noise with equipment.

2. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12-feet on center and at least 10 feet in height when planted, between the batting cage and the residences to the north. The trees shall be installed prior to June 1, 2004.

3. No lights or sound systems shall be installed on the two baseball fields at the west end of the property.

4. The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12 feet on center and at least 10 feet in height when planted, on the north property line across from the new Upper School to further shield light from the new building. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the upper school.

5. The building footprint for the future Performing Arts Center and Theater shall be deleted from the plan.

6. Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.

7. Upstream and design erosion control must be included with the Civil plans.

8. All public, on-site water and sewer relocations must be incorporated into the Civil drawings, and must include proposed metering and double detector check valves.

Voting Aye: Herrick, Jandura
Voting Nay: Bernstein
Absent: Benjet, Doepfner
Abstaining: Braun

Administrative Recommendation:

Administration recommends approval.

Item #R6 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4440 Belt Line Road, Red Baron, (formerly Landry's), on application from 4440 Belt Line, Ltd., represented by Ms. Susie Russell.

Attachments:

1. Docket Map
2. Staff Report
3. Letter from Harkinson Investments
4. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

1. The plans shall be revised to replace the proposed 802 square foot deck with a 390 square foot deck, and the sidewalk along the front of the restaurant shall be torn out and replaced with landscaping to compensate for the landscaping taken by the new deck.

2. A revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

3. Any new mechanical equipment shall be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

4. The restaurant shall not be allowed to have amplified music on the patio.

5. The applicant shall not use any terms, including the term "bar", "tavern", or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

Administrative Recommendation:

Administration recommends approval.

Item #R7 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line Road, Suite 100, Buffalo Wild Wings Grill Bar, on application from Texas BWW Restaurants, Inc., represented by Mr. Joel Rich, Attorney at Law.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

1. The new landscaping for the site shall be installed and the irrigation system for the site inspected prior to the issuance of a Certificate of Occupancy for this restaurant.

2. The applicant shall not use any terms, including the term “bar”, “tavern” or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

Administrative Recommendation:

Administration recommends approval.

Item #R8 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a restaurant, located at 3713 Belt Line Road, Cold Stone Creamery, on application from MCCR Management, LLC, represented by Mr. Chris Reynolds.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for a Special Use Permit for a restaurant, subject to no conditions.

Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

Administrative Recommendation:

Administration recommends approval.

Item #R9 – Consideration of a Resolution approving and adopting an amendment to the Town of Addison Emergency Management Plan in order to enhance the Town of Addison emergency preparedness.

Attachments:

1. Council Agenda Item Overview
2. Memorandum from Chief Noel Padden
3. Resolution
4. Emergency Management Plan

Administrative Recommendation:

Administration recommends approval.

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed $100,000.00 with Uretek USA, Inc. for the lifting and stabilizing of pavement on Midway Road.

Attachment:

1. Council Agenda Item Overview
2. Memorandum from Robin Jones

Administrative Recommendation:

Administration recommends approval.

Item #R11 – Consideration of approval of schematic park design related to the Arapaho Road Phase III multi-use pedestrian trail pocket parks.

Attachments:

1. Council Agenda Item Overview
2. Design Plan

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted 5:00 p.m.
February 5, 2004
Carmen Moran
City Secretary

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 27, 2004
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Hirsch, Mallory, Niemann, Silver, Turner
Absent: None

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Brady Phipps (Police) and Modesto Orono (Parks).

Ron Whitehead, City Manager, announced upcoming events: Employee Meritorious Luncheon at the Conference Center on January 28, 2004 at 11:30 a.m.; Groundbreaking Ceremony for the Addison Airport Tower on January 28, 2004 at 4:00 p.m.; Oaks North Homeowners Association Meeting on January 29, 2004 and Metrocrest Chamber of Commerce Banquet on January 30, 2004.

Mayor Wheeler confirmed that Council had received e-mail from Judy Stafford, Human Resources Director, regarding the City Manager's performance evaluation.

Item #R2 – Consent Agenda

Item #2a – Approval of the Minutes for the December 11, 2003 and January 13, 2004 Council Meetings.

Councilmember Silver moved to duly approve the Minutes of the December 11, 2003 and January 13, 2004 Council Meetings as written. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R3 – Appointment of a member to the Planning and Zoning Commission.

Carol Doepfner's second term on the Planning and Zoning Commission will expire on February 8, 2004. Ms. Doepfner was appointed by Councilmember Ways. The appointment now belongs to Councilmember Hirsch.

This item was tabled.

Councilmember Chow recused himself and left the council chambers.

Item #R4 – Consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4801 Belt Line Road, Pei Wei Asian Diner, on application from Albert-Addison LLC, represented by Mr. Bob Borson of Birnbaum Magadini Architects.

Mayor Wheeler opened the meeting as a public hearing. Bob Borson spoke on behalf of the applicant. Mayor Wheeler closed the meeting as a public hearing.

Councilmember Silver moved for approval, subject to staff recommendations and plans submitted reflecting a sidewalk on Addison Road. The motion died for lack of a second.

Councilmember Turner moved to duly pass Ordinance No. 004-008 approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 4801 Belt Line Road, Pei Wei Asian Diner, subject to the following conditions:

1. The applicant shall submit a revised landscaping plan for approval by the Parks Director prior to the issuance of a building permit (This has been done).

2. The screening fence on the north side of the building shall be made of solid metal or stucco panels. The Building Official shall have final approval over the appearance of the fence.

3. The restaurant shall not use the term “bar”, ‘tavern”, or any equivalent terms or graphic depictions that relate to alcoholic beverages, in exterior signs.

4. If the electrical demand for the building increases over what is currently provided, the electrical service will have to be placed underground.

Councilmember Mallory seconded. The motion carried.

Voting Aye: Hirsch, Mallory, Niemann, Turner
Voting Nay: Wheeler, Silver
Absent: None
Abstaining: Chow

Councilmember Chow returned to the council chamber.

Item #R5 – **PUBLIC HEARING** and consideration of a Resolution approving a joint application with Dallas County and surrounding cities for consideration of funding through the Federal Juvenile Accountability Block Grant Program (JABG) and waiving the Town’s right to file an individual application.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

Councilmember Niemann moved to duly pass Resolution No. R04-004 approving a joint application with Dallas County and surrounding cities for consideration of funding through the Federal Juvenile Accountability Block Grant Program (JABG) and waiving the Town's right to file an individual application. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R6 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of $48,630.26 with Toshiba America Information Systems, Inc. for the purchase of 23 tablet PC's.

Councilmember Mallory moved to duly pass Resolution No. R04-005 authorizing the City Manager to enter into a contract in the amount of $48,630.26 with Toshiba America Information Systems, Inc. for the purchase of 23 tablet PC's. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R7 – Consideration of a Resolution approving the purchase of a 0.0790 acre temporary construction easement and approving the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, and approving a contract for said purchases.

Councilmember Silver moved to duly pass Resolution No. R04-006 approving the purchase of a 0.0790 acre temporary construction easement and approving the fee simple purchase of a 0.1934 acre tract of land for permanent right-of-way, both tracts generally located at 4455 Belt Line Road, and approving a contract for said purchases. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

Item #R8 – Consideration of a Resolution approving the purchase of a 0.041 acre easement in a tract of land generally located at 15180 Addison Road, Outback Steakhouse, for street right-of-way and other public purposes, and approving an easement agreement for said purchase.

Councilmember Silver moved to duly pass Resolution No. R04-007 approving the purchase of a 0.041 acre easement in a tract of land generally located at 15180

Addison Road, Outback Steakhouse, for street right-of-way and other public purposes, and approving an easement agreement for said purchase. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

EXECUTIVE SESSION. At 8:25 p.m. Mayor Wheeler announced that the Council would go into Executive Session to discuss the following items:

Item #ES1 – Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code to consult with its attorney to seek advice regarding certain pending litigation, to wit: Transcontinental Realty Investors, Inc. et al, v. The Town of Addison, Texas, et al., Civil Action No. 3:03-CV-2132L, US District Court, Northern District of Texas, Dallas Division.

Item #ES2 – Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code to consult with its attorney to seek advice regarding proposed settlement in *Town of Addison, Texas v. Absolute Systems, LTD. et al*, Cause No. CC-03-01967-B, Dallas County, Texas.

The Council came out of **Executive Session** at 9:29 p.m.

Item #R9 – Consideration of accepting proposed settlement in *Town of Addison, Texas v. Absolute Systems, LTD. et al*, Cause No. CC-03-01967-B, Dallas County, Texas.

Councilmember Mallory moved to duly accept the proposed settlement in *Town of Addison, Texas v. Absolute Systems, LTD. et al*, Cause No. CC-03-01967-B, Dallas County, Texas. Councilmember Chow seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: None

There being no further business before the Council, the meeting was adjourned.

_____
Mayor

Attest:

_____
City Secretary

Council Agenda Item: #2b

SUMMARY:

Staff is requesting the Council approve a partial payment in the amount of $392,229.01 to Abstract Construction for construction of Addison Circle Park.

FINANCIAL IMPACT:

Budgeted Amount:	$6,000,000.00
Cost:	$5,888,109.00

BACKGROUND:

Construction began on Addison Circle Park in December of 2002. The project was substantially complete in September of 2003. However, the contractor is continuing to work on punch list items. In addition, the Town reviewed several items on the site after Oktoberfest, and decided to make some changes. The contract was amended to include the changes, and the contractor is still working on those items.

This is a partial release of payment so that the contractor can pay the subcontractors for items that have been completed and accepted by the Town. The Town will still hold $179,484.29 as retainage until all punch list items have been completed.

RECOMMENDATION:

Staff recommends the Council approve a partial payment in the amount of $392,229.01 to Abstract Construction for the construction of Addison Circle Park.

#2b-2

JAMES F. DUFFY

January 12, 2004

Ms. Carmen Moran
Director of Development Services/
City Secretary
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

Re: Addison Arts & Events District
Payment & Partial Retainage Release

Dear Carmen:

Here are requests for payment number 12 and 13 from Abstract Construction for the Addison Arts & Events District project. I have reviewed these requests and certify by them as payable.

Payment Application #12 is one I have been holding since November because the work listed was not complete. It is now complete and the invoice should be honored.

Payment Application #13 represents a major release of the retainage held on this contract. Because of impending rework and punch list items, we are not releasing all retainage. This application releases the retainage only for subcontractors whose work is completed and acceptable. I therefore recommended Payment Application #13 forward to the City Council for approval.

Also attached is the Consent of Surety to Reduction in or Partial Release of Retainage from the contractor's surety company. We have received all the closeout documents and I have delivered them to Slade Strickland.

Please let me know if you need any additional information.

Regards,

Jim Duffy

3887 RIDGELAKE COURT • ADDISON, TX • 75001
PHONE: 972.241.2816 • FAX: 972.406.1146
JFDGROUP@FLASH.NET

INVOICE

ABSTRACT CONSTRUCTION

ATE: December 31, 2003

O: Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

INVOICE #: 9890

OUR PROJECT #: G-02068E

TTN: Mr. Jim Duffy
JFD Group

PAYMENT TERMS: Net 30 Days

OB: Addison Arts & Events District
Addison, TX 75001

PROJECT MGR.: Craig Gaussiran

DESCRIPTION	AMOUNT
Payment Due Per Application No. 13	392,229.01
SUBTOTAL	**$392,229.01**
TAX	**$0.00**
TOTAL	**$392,229.01**

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER
ADVISER EDITION

SUBMITTED TO: Town of Addison c/o JFD Group
3887 Ridgelake Court
Addison, Tx 75001

PROJECT: Addison Arts & Events District

APPLICATION NO: 13
PERIOD TO: 12/31/03
PROJECT NO: G02068E
ARCH PROJ NO:
CONTRACT DATE: 11/27/02
APPLICATION DATE: 12/24/03
INVOICE NO: 9890

Distribution To:
- [X] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [X] CONSTR. MNGR.
- [ ] Construction

SUBMITTED FROM: Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

VIA CM: JF Duffy

CONTRACT FOR: Site Development

ARCHITECT: SASAKI Associates

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM	$ 5,088,755.00
NET CHANGE BY CHANGE ORDERS	$ 799,354.00
CONTRACT SUM TO DATE	$ 5,888,109.00
TOTAL COMPLETED AND STORED TO DATE	$ 5,701,149.08

RETAINAGE:

10 % OF COMPLETED WORK	$ 179,484.29
10 % OF STORED MATERIAL	$ 0.00
TOTAL RETAINAGE	$ 179,484.29
TOTAL EARNED LESS RETAINAGE	$ 5,521,664.79
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	$ 0.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	$ 5,129,435.78
CURRENT PAYMENT DUE	$ 392,229.01
BALANCE TO FINISH INCLUDING RETAINAGE	$ 366,444.21

(See Attached Pages for Original Contract and Change Order Breakdown.)

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were payments have been received from Owner, and the current payment shown herein is now due.

CONTRACTOR: Abstract Construction Company

By: Craig A. Gaussiran Date: December 24,

Craig A. Gaussiran

State of: Texas

County of: Dallas

Subscribed and sworn to before me this December 24,

LISA R. MERKLEY NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPTEMBER 25, 2006

NOTARY PUBLIC: Lisa R. Merkley

My Commission Expires: 9/25/2006 Lisa R. Merkley

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Construction Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 392,229 01/XX

(Attach explanation if amount certified differs from the amount applied for. initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

CONSTRUCTION MANAGER: JF Duffy

By: J F Duffy Date: 1-12-04

ARCHITECT: SASAKI Associates

By: _____ Date: _____

ORIGINAL CONTRACT PAGE 2.1

SUBMITTED FROM: Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

CONTRACT FOR: Site Development

PROJECT: Addison Arts & Events District

CONTRACTOR'S PROJECT NO: G02068E

ARCHITECT'S PROJECT NO:

PAGE NO: 2.1 OF: 2.2

APPLICATION NUMBER: 13

APPLICATION DATE: 12/24/03

PERIOD FROM: 12/1/03 TO: 12/31/03

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
				THIS APPLICATION					
			PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIALS				
1	General Conditions	241,697.00	241,697.00			241,697.00	100%	0.00	24,169.70
2	Demolition	25,000.00	25,000.00			25,000.00	100%	0.00	0.00
3	Earthwork	262,480.00	262,480.00			262,480.00	100%	0.00	0.00
4	Water System	224,393.00	224,393.14			224,393.14	100%	-0.14	0.00
5	Sanitary Sewer	63,743.00	63,743.00			63,743.00	100%	0.00	0.00
6	Planting Underground System	22,961.00	22,961.00			22,961.00	100%	0.00	0.00
7	Storm Drainage System	372,903.00	372,902.94			372,902.94	100%	0.06	37,290.29
8	Stone Dusting	5,700.00	0.00			0.00	0%	5,700.00	0.00
9	Exposed Aggregate Paving	359,150.00	359,150.00			359,150.00	100%	0.00	35,915.00
10	Pavement Markings	2,353.00	2,353.00			2,353.00	100%	0.00	0.00
11	Brick Pavers	141,020.00	141,020.00			141,020.00	100%	0.00	14,102.00
12	Granite	20,000.00	20,000.00			20,000.00	100%	0.00	0.00
13	Irrigation	71,500.00	71,500.00			71,500.00	100%	0.00	0.00
14	Fountain Equipment	170,610.00	170,610.00			170,610.00	100%	0.00	0.00
15	Fountain Installation	348,500.00	348,500.00			348,500.00	100%	0.00	0.00
16	Ornamental Metal Fence	83,244.00	83,244.00			83,244.00	100%	0.00	0.00
17	Stone	736,701.00	736,701.00			736,701.00	100%	0.00	0.00
18	Benches	70,009.00	70,009.00			70,009.00	100%	0.00	0.00
19	Trash Receptacles	7,118.00	7,118.00			7,118.00	100%	0.00	0.00
20	Lawns & Grasses	7,800.00	7,800.00			7,800.00	100%	0.00	0.00
21	Trees	198,250.00	198,250.00			198,250.00	100%	0.00	0.00
22	Plants & Ground Cover	62,348.00	62,348.00			62,348.00	100%	0.00	0.00
23	Bed Prep	3,450.00	3,450.00			3,450.00	100%	0.00	0.00
24	Mulch	3,500.00	3,500.00			3,500.00	100%	0.00	0.00
25	Cast-In-Place Concrete	659,847.00	659,847.00			659,847.00	100%	0.00	65,984.70
26	Sandblasting	13,500.00	13,500.00			13,500.00	100%	0.00	0.00
27	Gratings and Floor Plates	16,538.00	16,538.00			16,538.00	100%	0.00	0.00
28	Ornamental Metal	205,386.00	205,386.00			205,386.00	100%	0.00	0.00
29	Tree Grates	18,000.00	18,000.00			18,000.00	100%	0.00	0.00
30	Dampproofing / Sealants	13,450.00	13,450.00			13,450.00	100%	0.00	1,345.00
31	Sheet Membrane Waterproofing	6,500.00	6,500.00			6,500.00	100%	0.00	0.00
32	Doors, Frames and Hardware	1,100.00	1,100.00			1,100.00	100%	0.00	0.00
33	Access Doors	350.00	350.00			350.00	100%	0.00	0.00
	Contract Page 2.1 Totals	$4,439,101.00	$4,433,401.08			$4,433,401.08	100%	$5,699.92	$178,806.69

ORIGINAL CONTRACT PAGE 2.2

SUBMITTED FROM: Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

CONTRACT FOR: Site Development

PROJECT: Addison Arts & Events District

CONTRACTOR'S PROJECT NO: G02068E

ARCHITECT'S PROJECT NO:

PAGE NO: 2.2 OF: 2.2

APPLICATION NUMBER: 13

APPLICATION DATE: 12/24/03

PERIOD FROM: 12/1/03 TO: 12/31/03

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
				THIS APPLICATION					
			PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIALS				
34	Painting	5,000.00	5,000.00			5,000.00	100%	0.00	500.00
35	Louvers and Vents	575.00	575.00			575.00	100%	0.00	0.00
36	Mechanical	14,825.00	14,825.00			14,825.00	100%	0.00	0.00
37	Plumbing	60,000.00	60,000.00			60,000.00	100%	0.00	0.00
38	General Electrical	31,100.00	31,100.00			31,100.00	100%	0.00	0.00
39	Service Entrance	129,358.00	129,358.00			129,358.00	100%	0.00	0.00
40	Switchboards / Panelboards	97,000.00	97,000.00			97,000.00	100%	0.00	0.00
41	Transformers	42,857.00	42,857.00			42,857.00	100%	0.00	0.00
42	Site Lighting	268,939.00	268,939.00			268,939.00	100%	0.00	0.00
	Contract Page 2.2 Totals	$649,654.00	$649,654.00			$649,654.00	100%	$0.00	$500.00
	Original Contract Totals	$5,088,755.00	$5,083,055.08	$0.00	$0.00	$5,083,055.08	100%	$5,699.92	$179,306.69

CHANGE ORDERS PAGE 3.1

SUBMITTED FROM: Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

CONTRACT FOR: Site Development

PROJECT: Addison Arts & Events District

CONTRACTOR'S PROJECT NO: G02068E

ARCHITECT'S PROJECT NO:

PAGE NO: 3.1 OF: 2.2

APPLICATION NUMBER: 13

APPLICATION DATE: 12/24/03

PERIOD FROM: 12/1/03 TO: 12/31/03

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
				THIS APPLICATION					
			PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIALS				
1	Change Order No. 1	-10,860.00	-10,860.00			-10,860.00	100%	0.00	0.00
2	Change Order No. 2	606.00	606.00			606.00	100%	0.00	0.00
3	Change Order No. 3 - VOID	0.00	0.00			0.00	?	0.00	0.00
4	Change Order No. 4	250,402.00	250,402.00			250,402.00	100%	0.00	0.00
5	Change Order No. 5	16,936.00	16,936.00			16,936.00	100%	0.00	0.00
6	Change Order No. 6	7,371.00	7,371.00			7,371.00	100%	0.00	0.00
7	Change Order No. 7	84,626.00	84,626.00			84,626.00	100%	0.00	0.00
8	Change Order No. 8	9,999.00	9,999.00			9,999.00	100%	0.00	0.00
9	Change Order No. 9	8,497.00	8,497.00			8,497.00	100%	0.00	0.00
10	Change Order No. 10	134,340.00	134,340.00			134,340.00	100%	0.00	0.00
11	Change Order No. 11	1,496.00	1,496.00			1,496.00	100%	0.00	0.00
12	Change Order No. 12	15,782.00	15,782.00			15,782.00	100%	0.00	0.00
13	Change Order No. 13	11,641.00	11,641.00			11,641.00	100%	0.00	0.00
14	Change Order No. 14	17,010.00	17,010.00			17,010.00	100%	0.00	0.00
15	Change Order No. 15	31,998.00	31,998.00			31,998.00	100%	0.00	0.00
16	Change Order No. 16	1,054.00	1,054.00			1,054.00	100%	0.00	0.00
17	Change Order No. 17	-1,638.00	-1,638.00			-1,638.00	100%	0.00	0.00
18	Change Order No. 18	4,073.00	4,073.00			4,073.00	100%	0.00	0.00
19	Change Order No. 19	6,525.00	6,525.00			6,525.00	100%	0.00	0.00
20	Change Order No. 20	9,888.00	9,888.00			9,888.00	100%	0.00	0.00
21	Change Order No. 21	-9,520.00	-9,520.00			-9,520.00	100%	0.00	0.00
22	Change Order No. 22	4,353.00	4,353.00			4,353.00	100%	0.00	0.00
23	Change Order No. 23	475.00	475.00			475.00	100%	0.00	0.00
24	Change Order No. 24	4,742.00	4,742.00			4,742.00	100%	0.00	0.00
25	Change Order No. 25	831.00	831.00			831.00	100%	0.00	0.00
26	Change Order No. 26	2,880.00	2,880.00			2,880.00	100%	0.00	0.00
27	Change Order No. 27	12,811.00	12,811.00			12,811.00	100%	0.00	0.00
28	Change Order No. 28	2,421.00	0.00			0.00	0%	2,421.00	0.00
29	Change Order No. 29	9,235.00	0.00	1,776.00		1,776.00	19%	7,459.00	177.60
	Page 3.1 Change Order Totals	$627,974.00	$616,318.00	$1,776.00		$618,094.00	98%	$9,880.00	$177.60
	Change Order Grand Totals	$799,354.00	$616,318.00	$1,776.00	$0.00	$618,094.00	77%	$181,260.00	$177.60
	Original Contract Totals	5,088,755.00	5,083,055.08	0.00	0.00	5,083,055.08	100%	5,699.92	179,306.69
	Project Grand Totals	$5,888,109.00	$5,699,373.08	$1,776.00	$0.00	$5,701,149.08	97%	$186,959.92	$179,484.29

CHANGE ORDERS PAGE 3.2

SUBMITTED FROM: Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

CONTRACT FOR: Site Development

PROJECT: Addison Arts & Events District

CONTRACTOR'S PROJECT NO: G02068E
ARCHITECT'S PROJECT NO:

PAGE NO: 3.2 OF: 2.2

APPLICATION NUMBER: 13

APPLICATION DATE: 12/24/03

PERIOD FROM: 12/1/03 TO: 12/31/03

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
				THIS APPLICATION					
			PREVIOUS APPLICATIONS	WORK IN PLACE	STORED MATERIALS				
30	Change Order No. 30	118,333.00	0.00			0.00	0%	118,333.00	0.00
31	Change Order No. 31	53,047.00	0.00			0.00	0%	53,047.00	0.00
	Page 3.2 Change Order Totals	$171,380.00	$0.00			$0.00	0%	$171,380.00	$0.00
	Change Order Grand Totals	$799,354.00	$616,318.00	$1,776.00	$0.00	$618,094.00	77%	$181,260.00	$177.60
	Original Contract Totals	5,088,755.00	5,083,055.08	0.00	0.00	5,083,055.08	100%	5,699.92	179,306.69
	Project Grand Totals	$5,888,109.00	$5,699,373.08	$1,776.00	$0.00	$5,701,149.08	97%	$186,959.92	$179,484.29

WAIVER AND RELEASE OF LIEN

FROM: Kelly Dilodovico, Corp. Secretary/Treasurer
Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

TO: Jim Duffy
Town of Addison c/o JFD Group
3887 Ridgelake Court
Addison, Tx 75001

PROJECT NO.: G02068E

CONTRACT DATE: Wednesday, November 27, 2002

PROJECT: Addison Arts & Events District

WHEREAS THE UNDERSIGNED contractor has provided labor,services, materials, or equipment for the above project, under an agreement with: Town of Addison c/o JFD Group

PARTIAL WAIVER AND RELEASE: In consideration of partial payment for labor, services, materials, or equipment provided in the amount of: $392,229.01

COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

Application No.: 13 **Application Date:** 12/24/03

Together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the date of: 12/31/03

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above.

UNCONDITIONAL RELEASE: Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he/she is full authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Abstract Construction Company
11157 Ables Lane
Dallas, TX 75229

Kelly Dilodovico
12/24/03

State of: Texas
County of: Dallas
Subscribed And Sworn To Before Me This
December 24, 2003

LISA R. MERKLEY NOTARY PUBLIC STATE OF TEXAS EXPIRES SEPTEMBER 25, 2006

Notary Public: Lisa R. Merkley

Signed: Lisa R. Merkley
My Commission Expires: 9/25/06

CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

AIA DOCUMENT G707A - ELECTRONIC FORMAT

Bond No. PRF8685202

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER: Town of Addison
5300 Beltline Road
Addison, Texas 75001
(Name and address)

ARCHITECT'S PROJECT NO.:

PROJECT: Addison Arts & Events
15440 Addison Road
Addison, Texas 75001
(Name and address)

CONTRACT FOR: General Construction

CONTRACT DATED: December 7, 2002

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company
PO Box 1227, Baltimore, MD 21203-1227

, SURETY,

on bond of Abstract Construction Company, 11157 Ables Lane, Dallas, Texas 75229
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:
Reduce Retainage from $569,937 to $179,814

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
Town of Addison
5300 Beltline Road
Addison, Texas 75001

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 7, 2004
(Insert in writing the month followed by the numeric date and year.)

Colonial American Casualty and Surety Company
Fidelity and Deposit Company of Maryland
(Surety)

Attest:

Patricia Bartlett
(Signature of authorized representative)

Patricia Bartlett, Attorney-in-Fact
(Printed name and title)

(Seal):

© 1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292. AIA DOCUMENT G707A - CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE - 1994 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: town of addison.aia -- 1/7/2004. AIA License Number 1114866, which expires on 6/16/2004.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Sam J. MULLIS, JR., John W. NEWBY, R. Don HURST, Patricia BARTLETT, Ray WATSON, Carol GOODENOUGH, Julie P. STORM and Krystal L. WEBER, all of Dallas, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sam J. MULLIS, JR., John W. NEWBY, R. Don HURST, Patricia BARTLETT, Julie HOGUE, Ray WATSON, Carol GOODENOUGH, Debbie SMITH, dated February 21, 2003.

FOR YOUR PROTECTION LOOK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 7th day of October, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

By:

T. E. Smith *Assistant Secretary* *Paul C. Rogers* *Vice President*

State of Maryland
City of Baltimore } ss:

On this 7th day of October, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

Dennis R. Hayden *Notary Public*
My Commission Expires: February 1, 2005

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 7th day of January, 2004.

R. L. Sencher

Assistant Secretary

Council Agenda Item: #2c

SUMMARY:

We are recommending that the Council award a contract to Illuminations by Greenlee totaling $45,365.00 for the installation of landscape lighting in the Oaks North Subdivision common areas. The estimated time for completion is 30 calendar days.

Illuminations by Greenlee was the lowest bidder out of four bids. Their estimated time for completion is 30 calendar days. A bid tabulation spreadsheet and the Town's standard Contract Agreement are attached.

FINANCIAL IMPACT:

Budgeted Amount: **$50,000.00 ($25,000 Town's Share - $25,000 Oaks North Homeowners Association's Share)**

Cost: **$45,365.00**

The Town and the Oaks North Homeowners Association (ONHA) have agreed to share half of the cost for the landscape lighting installation. The Town's share of $22,682.50 was a budgeted item in the 2003-04 park operations budget. The ONHA will cut a check to the town for the same amount, which will be deposited in the parks operations budget.

The remaining funds will be used to repair deteriorated electrical outlets in the common areas used for holiday lighting. Illuminations by Greenlee submitted the lowest hourly rate of $32.50 for addressing these repairs.

The parks department will oversee the construction and will maintain the lighting system once the project is complete and accepted. The annual electric usage cost is estimated to be in the neighborhood of $3,600.00. The annual light maintenance and repair cost is estimated at $1,400.00.

BACKGROUND:

The work consists of installing 78 directional down light fixtures in trees, and 62 ground-mounted up lights, including all associated electrical equipment on eleven common areas. The Belt Line Road/Oaks North Drive entry median and the Montfort/Paladium Drive entry median are included.

Last year the ONHA had the same type of lighting installed in the center island at the intersection of Paladium Drive and Lochinvar Drive as a test island. The ONHA used this to guide the design for the remaining common areas. Although this type of lighting system is used more for creating an aesthetic moonlight effect, it will brighten up the dark common areas where the streetlights do not reach.

RECOMMENDATON:

Illuminations by Greenlee has successfully completed lighting projects for Addison, the City of University Park, the City of Plano. Staff recommends approval.

#2c-2

Oaks North Lighting

Bid No 04-06

DUE: January 19, 2004

2:00 PM

BIDDER	Total Bid	$/man hour	calendar days
Illuminations	$45,365.00	$32.50	30
Lentz Landscape Lighting	$50,623.00	$45.00	7
Lighting Enhancements	$63,300.00	$50.00	60
Today's Electric	$78,695.00	$42.00	60

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this the __day of _____, 2004, by and between the TOWN OF ADDISON, a municipal corporation located in the County of Dallas, State of Texas, hereinafter termed "Owner," and _____ of the County of _____, hereinafter termed "Contractor."

In consideration of the mutual covenants herein contained, the Owner and Contractor agree as follows:

1. Contractor shall perform the following described work: **Landscape Lighting/Electrical Installations for Oaks North Subdivision Common Areas** as specified in the contract documents (hereinafter called the "Work"). The Work shall be performed in the **Oaks North Subdivision Common Areas** as specified in the Contract Documents.

2. Contractor shall perform the Work in accordance with the Contract specifications set forth in Owner's bid request, together with any addenda or modifications thereto and Contractor's response to such bid request, all of which are hereinafter termed "Contract Documents." This agreement, the Contract Documents, and Certificates of Insurance, all of which are attached hereto and made a part hereof, shall collectively evidence and constitute the entire agreement between Owner and Contractor.

3. The parties hereto intend that the documents include provisions for all labor, materials, equipment, supplies and other items necessary for the execution and completion of the Work and all terms and conditions of payment.

4. Contract term is **45 calendar days from date on Notice to Proceed**.

5. The Owner agrees to pay Contractor in current funds:

$ _____ is the price set forth in the proposal, which forms a part of this Contract. Payments shall be subject to Contractor's performance of all terms and conditions of the Contract Documents.

6. This contract or any portion thereof may not be assigned, transferred or otherwise conveyed or sublet by Contract to another party without the prior written consent of the Town of Addison. The Town may assign this contract without the contractor's permission.

7. Contractor shall defend, indemnify and hold harmless the Town of Addison, Texas, its officials, officers, employees and agents (together, “Indemnified Persons”) from and against any and all claims, damages, liability, actions, causes of action, harm, costs, fees, fines, penalties, losses and expenses, including but not limited to attorneys’ fees and costs of court, arising out of or resulting from any act or omission of Contractor, its officers, agents, employees, contractors, subcontractors, sub-subcontractors, invitees, or any other person employed by or acting under the direction or with the permission of Contractor, in connection with or related to this Contract and/or the performance of the

Work, whether or not such claim, damage, liability, action, cause of action, harm, costs, fees, fines, penalties, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, and regardless of whether or not such claim, damage, liability, action, cause of action, harm, costs fee, fines, penalties, loss or expense is caused in part by any of the Indemnified Persons. The terms of this paragraph shall survive the termination, completion or expiration of this Contract.

8. A. The Owner may terminate the Contract if the Contractor:

(i) refuses or fails to supply enough properly skilled workers or proper materials;
(ii) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
(iii) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(iv) otherwise breaches any provision of the Contract Documents;
(v) the institution against the Contractor, or against a parent company or companies of the Contractor, of bankruptcy, insolvency, reorganization, arrangement, debt adjustment, liquidation or receivership proceedings in which it is alleged that the Operator is insolvent or unable to meet its debts as they mature and the same is not satisfied or discharged within 90 days after such filing;
(vi) the filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof by the Contractor, or adjudication as a bankrupt or insolvent in proceedings filed against the Contractor;
(vii) the appointment of a receiver or trustee for all or substantially all of the assets of the Contractor;
(viii) breaches any warranty made by the Contractor under or pursuant to the Contract Documents;
(ix) fails to furnish the Owner, at the Owner's request, with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents; or
(x) fails after commencement of the Work to proceed continuously with the construction and completion of the Work, except as permitted under the Contract Documents.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate this Contract and may, subject to any prior rights of the surety (if any):

(a) take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;
(b) accept assignment of subcontracts; and
(c) finish the Work by whatever reasonable method the Owner may deem expedient.

When the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

B. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, if any caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is suspended, delayed or interrupted for a cause for which the Contractor is responsible.

9. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by modifications not executed by the Contractor or normal wear and tear under normal usage. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor shall assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to material and labor used in the Work and further shall perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

10. The Contractor shall keep the premises and surrounding area in a neat and orderly condition and free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the work Contractor shall remove from and about the project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to the Contractor. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance hereof.

11. No payment to the Contractor or the acceptance of any or all of the work shall ever relieve the Contractor of all of the Contractor's duties and obligations to perform the work as set forth in the Agreement, or of the Contractors' duties and obligations with respect to any warranty in connection with the work.

12. If the Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such five-day period without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, without limitation. If such amounts deducted from

payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the Owner.

13. The Contractor shall promptly correct at its sole cost work rejected by Owner or failing to conform to the requirements of this Agreement. If, within one year after the date of final completion of the work, any of the work is found to be not in accordance with the requirements hereof, the Contractor shall correct it promptly after receipt of written notice from Owner to do so. This obligation under this paragraph shall survive acceptance of the work under this Agreement and termination hereof.

14. The provisions of this Agreement are solely for the benefit of the parties hereto and shall not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

15. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the time for completion of the work described in this Agreement is a reasonable period for performing the work.

16. Contractor warrants that all work shall be free and clear of liens, claims, security interests or encumbrances in favor of any person by reason of having provided labor, materials and equipment relating to the work. The Contractor expressly undertakes to defend, indemnify and hold harmless the Indemnified Persons (as defined in this Agreement) from and against, at the Contractor's sole cost and expense, any and all actions, lawsuits, or proceedings brought against the Indemnified Persons (or any of them) as a result of liens filed against the work, the site of any of the work or any other property of the Owner, and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings. Contractor shall, in connection with the work, keep the premises and improvements of the Owner free and clear of all liens.

17. The Contractor shall perform, supervise and direct the work, using the Contractor's best skill, knowledge, and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under this Agreement. The Contractor shall be responsible for acts and omissions of the Contractor's officers, agents and employees, subcontractors and their agents and employees, and any entity or other persons performing portions of the work with the Contractor.

18. Contractor shall comply with all laws, ordinances, rules, regulations, and orders and all other requirements of public authorities bearing on performance of the work.

19. Contractor is and shall act as an independent contractor and not as an employee or agent of Addison, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Addison to exercise discretion or control over the manner in which Contractor performs the work which is the subject matter of the Contract.

20. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of

this Agreement shall survive the cancellation, expiration or termination of this Agreement. Duties and obligations imposed under this Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law or otherwise available. No action or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

21. In connection with an application for payment by Contractor, Contractor shall include with such application such information and documents (including, without limitation, duly executed waivers of mechanics' and material suppliers' liens from all subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or person in any previous application for payment) as may be requested by Owner. Such application at Owner's request shall be notarized and certified and sworn to by a duly authorized officer of the Contractor, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents.

22. Contractor shall have no power to and shall not assign, transfer, or otherwise convey this Agreement in whole or in part without the prior written consent of the other, and any such assignment, transfer or other conveyance shall be null and void. If Contractor party attempts to make such an assignment, transfer or other conveyance without such consent, Contractor shall remain legally responsible for all obligations under this Agreement.

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

24. The provisions of this Agreement are solely for the benefit of the parties hereto and shall not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

25. Notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated below:

To Contractor:	To Owner:
_____	Town of Addison
_____	5300 Belt Line Road
_____	Dallas, Texas 75254
	Attn: City Manager

Notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

26. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

27. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and
effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CONTRACTOR and Client shall survive the completion of the services hereunder

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IN WITNESS WHEREOF, the parties have executed this agreement the year and day first above written.

OWNER:

TOWN OF ADDISON

By_____

Title: City Manager

(Corporate Seal)

Attest:_____

Title: City Secretary

CONTRACTOR:

By_____

Title_____

(Corporate Seal)

Attest:_____

Title: _____

The address for Giving Notices:

To Owner:

Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

To Contractor:

_____, of lawful age, being first duly sworn, an oath says that he/she is the agent authorized by Contractor to submit the above contract to the Town of Addison.

Affiant further states the Contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in procuring of the Contract.

Affiant's Signature:_____

Subscribed and sworn to before me this _____day of _____, 2004.

Notary Seal

_____
Notary Public for the State of Texas

_____
Type/Print Name of Notary if not part of seal

_____ Enter date commission expires if not part of seal

Council Agenda Item: #2d

SUMMARY:

An ordinance calling our annual municipal election for May 15, 2004 needs to be passed by Council. This year we will be electing three Councilmembers. The proposed ordinance calling the election is attached.

FINANCIAL IMPACT:

None

BACKGROUND:

The beginning date to file for a place on the ballot is February 14, 2004 and the last date to file is March 15, 2004. Candidate packets are available from the City Secretary's office.

The contract with Dallas County Election to conduct the 2004 Municipal Election will be presented to you for your consideration and approval at the February 24, 2004 council meeting. That contract will cost approximately $5,000.00.

We would like to continue using the Dallas County Elections Division to conduct our election. Overall, we have been very pleased with the service Dallas County has provided to us for our last elections and the countywide election system provides more opportunities for our residents to vote.

RECOMMENDATION:

Staff recommends approval.

ORDINANCE NO. 004-XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF
ADDISON, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 15, 2004, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS FOR TWO (2) YEAR TERMS EACH; DESIGNATING TWO POLLING PLACES WITHIN THE CITY; ESTABLISHING OTHER PROCEDURES FOR THE CONDUCT OF THE ELECTION; ESTABLISHING A DATE FOR CANVASSING RETURNS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the "Code"), specifies that the third Saturday in May shall be a uniform election date and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the Town of Addison, Texas (the "City") has determined that the City shall conduct its general municipal election, in conjunction with Dallas County, on the third Saturday in May, 2004 and

WHEREAS, Section 8.04 of the City Charter provides that in each even numbered year three (3) Council members shall be elected; and

WHEREAS, the City Council desires to and hereby calls a general election for the purpose of electing three (3) persons to the office of Council member for two (2) year terms each.

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

Section 1. Incorporation of Preamble. All of the above premises are true and correct and are incorporated into the body of this Ordinance as if copied herein in its entirety.

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a general election shall be held in and throughout the City on Saturday, May 15, 2004, for the purpose of electing the following officers:

Three (3) Council members for two (2) year terms each.

Section 3. Eligibility for Candidacy. In accordance with the City's Charter, no person shall be eligible for the office of Council member unless that person is a qualified voter of the City, shall have resided in the City for at least one year prior to the election, and shall never have been convicted of a felony offense involving moral turpitude.

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code (the "Code"), any eligible and qualified person may have that person's name printed upon the official ballot as a

candidate for the offices hereinbefore set forth by filing the person's sworn application with the City Secretary not earlier than February 14, 2004 and not later than 5:00 p.m. on March 15, 2004. Each such application shall be on a form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing of the City Secretary as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

Section 5. Runoff Election. If two or more candidates for a particular office tie for the number of votes required to be elected, there shall be a runoff election held on June 19, 2004. The runoff election shall be held in accordance with the Code.

Section 6. Election Precinct; Polling Place; Election Hours. The corporate limits of the City shall constitute three (3) election precincts for the election. The polling places for the general election shall be the Addison Fire Department building, 4798 Airport Parkway, Addison, Texas, and the Addison Fire Station II, 3950 Beltway Drive, Addison, Texas. In accordance with and pursuant to the requirements of the Code, said polling places shall be open from 7:00 a.m. to 7:00 p.m. on the date of the election.

Section 7. Appointment of a Presiding Election Judge and Alternate Presiding Election Judge; Qualifications to Serve as Election Judge; Confirmation of Appointments; Notice of Appointments. The election shall be held as a joint election with Dallas County, and the County shall be responsible for appointing all election judges and clerks, and shall be responsible for their compensation.

Section 10. Method of Voting. The City Secretary is hereby authorized to contract with Dallas County for the conduct of the joint election, and Dallas County shall be responsible for an optical scanning voting system. Dallas County shall be responsible for the preparation of the official ballots for the election, and they shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for three (3) Council members for two (2) year terms each. No elector shall vote for more than three (3) candidates for terms of two (2) years each.

Section 11. Governing Law; Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident, qualified electors of the City shall be eligible to vote at the election. In addition, the election materials enumerated in the Code shall be printed in both English and Spanish for use at the polling place and for early voting for the election.

Section 12. Publication and Posting of Notice. Notice of the election shall be given by posting a notice of election in both English and Spanish at Town Hall, 5300 Belt Line Road, Addison, Texas on the bulletin board or other location used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held, and by publication of said notice at least once in a newspaper published in the City or if

none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Election Code.

Section 13. Early Voting. Early voting by personal appearance shall be conducted in accordance with Section 271.006 of the Texas Election Code. Bruce R. Sherbet, Dallas County Elections Administrator, is hereby appointed the Deputy Early Voting Clerk. Early voting by personal appearance will be conducted beginning Wednesday, April 28, 2004, and continue through Tuesday, May 11, 2004. Any qualified voter for the Joint Election may also vote early by personal appearance at the main early voting location:

DALLAS COUNTY RECORDS BUILDING
Office of the Elections Department, Eighth Floor
2377 N. Stemmons Freeway, Dallas, TX 75207

Or at any of the following branch locations:

Addison Fire Station
4798 Airport Parkway
Addison, TX 75001

Balch Springs City Hall
3117 Hickory Tree Road
Balch Springs, TX 75180

Barbara Bush Middle School
515 Cowboys Parkway
Irving, TX 75063

Brokhaven College
3939 Valley View
Farmers Branch, TX 75244

Carrollton Farmers Branch IS
1445 N. Perry
Carrollton, TX 75011

Cedar Valley College
3030 N. Dallas Avenue
Lancaster, TX 75134

Cedar Hill ISD
Administration Building
270 S. Hwy. 67
Cedar Hill, TX 75104

Cockrell Hill City Hall
4125 Clarendon Drive
Dallas, TX 75211

Coppell ISD
200 S. Denton Tap
Coppell, TX 75019

Dallas First Assembly of God
10000 E. Northwest Hwy.
Dallas, TX 75238

Dallas ISD
Administration Building
3700 Ross Avenue
Dallas, TX 75202

DeSoto Town Center Library
211 E. Pleasant Run Road

Duncanville Fire Station
1500 S. Main

DeSoto, TX 75115

Duncanville, TX 75116

Eastfield College
3737 Motley
Mesquite, TX 75150

El Centro College
Main at Lamar
Dallas, TX 75202

Dunford Recreation Center
1015 Green Canyon
Mesquite, TX 75150

Farmers Branch City Hall
13000 William Dodson Pkwy.
Farmers Branch, TX 75234

Garner Elementary
145 Polo Road
Grand Prairie, TX 75052

Fretz Park Recreation Center
6950 Belt Line Road
Dallas, TX 75240

Garland ISD
Student Service Center
720 Stadium Drive
Garland, TX 75040

Grand Prairie Development
206 W. Church
Grand Prairie, TX 75050

Garland City Hall
200 N. Fifth
Garland, TX 75040

Grauwyler Park Recreation Center
7780 Harry Hines
Dallas, TX 75235

Harry Stone Recreation Center
2403 Milmar Drive
Dallas, TX 75228

Highland Baptist Church
8202 Boedeker
Dallas, TX 75225

Hutchins City Hall
321 N. Main Street
Hutchins, TX 75141

Irving Arts Center
3333 N. MacArthur Blvd.
Irving, TX 75061

Irving City Hall
825 W. Irving Blvd.
Irving, TX 75060

Josey Ranch Library
1700 Kelley Springs
Carrollton, TX 75006

Lancaster Rec. Center
1700 Veterans Memorial Pkwy
Lancaster, TX 75134

Martin Luther King Core Bldg.
2922 MLK Blvd.
Dallas, TX 75215

Martin Weiss Rec. Center
1111 Martindell
Dallas, TX 75211

Mountain View College
4849 Illinois Avenue
Dallas, TX 75211

North Lake College
5001 N. MacArthur
Irving, TX 75038

North Dallas Government Center
10056 Marsh Lane
Dallas, TX 75229

Oak Cliff Sub-Courthouse
410 S. Beckley
Dallas, TX 75249

Pleasant Oak Rec. Center
8701 Greenmound
Dallas, TX 75227

Richardson Civic Center
400 W. Arapaho
Richardson, TX 75080

Richardson ISD
Administration Building
4000 S. Greenville Avenue
Richardson, TX 75081

Sachse City Hall
5560 Hwy. 78
Sachse, TX 75048

Sandy Jacobs Government Center
1029 W. Rosemeade
Carrollton, TX 75007

Sunnyvale Fire Station #2
402 Tower Place
Sunnyvale, TX 75182

Veterans Adm. Med. Cntr.
4500 S. Lancaster
Dallas, TX 75216

Wilmer Community Center
101 Davidson Plaza
Wilmer, TX 75172

Richland College
12800 Abrams Road
Dallas, TX 75243

Rowlett City Hall Annex
4004 Main Street
Rowlett, TX 75088

Samuel-Grand Recreation Center
6200 East Grand Avenue
Dallas, TX 75223

Seagoville City Hall
702 N. Hwy 175
Seagoville, TX 75159

West Dallas Multipurpose Center
2828 Fishtrap
Dallas, TX 75212

Wilmer-Hutchins ISD
Administration Building
3820 E. Illinois Avenue
Dallas, TX 75216

All requests for early voting ballots by mail that are received by participating authorities will be transported by runner on the day of receipt to the Dallas County Elections Department, 8th Floor, Health and Human Service Building, 2377 N. Stemmons Frwy, Dallas, Texas 75207 for processing. Persons voting by mail will send their voted ballots to the Dallas County Elections Department.

All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed in accordance with Section 87.001 of the Texas Election Code. Addison hereby waives its right to appoint a member to the Board, and will have Dallas County appoint a member for the Town. The participating authorities agree to appoint other deputy early voting judges/clerks.

A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each participating authority.

Section 14. Delivery of Returns; Preservation of Election Records. A general custodian of the voted ballots and all records of the joint Election as authorized by Section 271.010 of the Texas Election Code shall be appointed.

Access to the election records will be available to each participating authority as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the Elections Department, 2377 N. Stemmons Freeway, Dallas, Texas, at any time during normal business hours. The Election Administrator shall ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container.

Records of the election will be retained and disposed of in accordance with Addison's records retention schedules, and in accordance with the provisions of Title 6, Subtitle C, Chapters 201 through 205 Texas Local Government Code, including the minimum retention requirements established by the Texas State Library and Archives Commission. If records of the election are involved in any pending election contest, investigation, litigation, or Texas Public Information Act, the Election Administrator shall maintain the records until final resolution or until final judgement, whichever is applicable. It is the responsibility of any participating authority to bring to the attention of the Elections Administrator any notice of any pending election contest, investigation, litigation, or Texas Public Information Act request, which may be filed with a participating authority. Upon request to maintain records beyond eligibility for preservation according with Section 66.058 of the Texas Election Code, the Elections Administrator shall supply a written cost estimate for storage to requesting participant.

On the first business day that follows the date that the records of the election are eligible for destruction, the Election Administrator will notify in writing each participating authority of the planned destruction of any records of the election. Within fifteen days of receipt of the Election Administrator's notice of intent to destroy the records, each participating authority will provide the Election Administrator with written authorization to proceed with destruction or written instructions to withhold destruction.

Section 15. Canvassing of Returns. In accordance with the Code, the City Council of the City shall convene on May 18, 2004, at 7:30 o'clock p.m. to canvass the returns of the election.

Section 16. Necessary Actions. The Mayor, City Manager and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 17. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 10th day of February, 2004.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

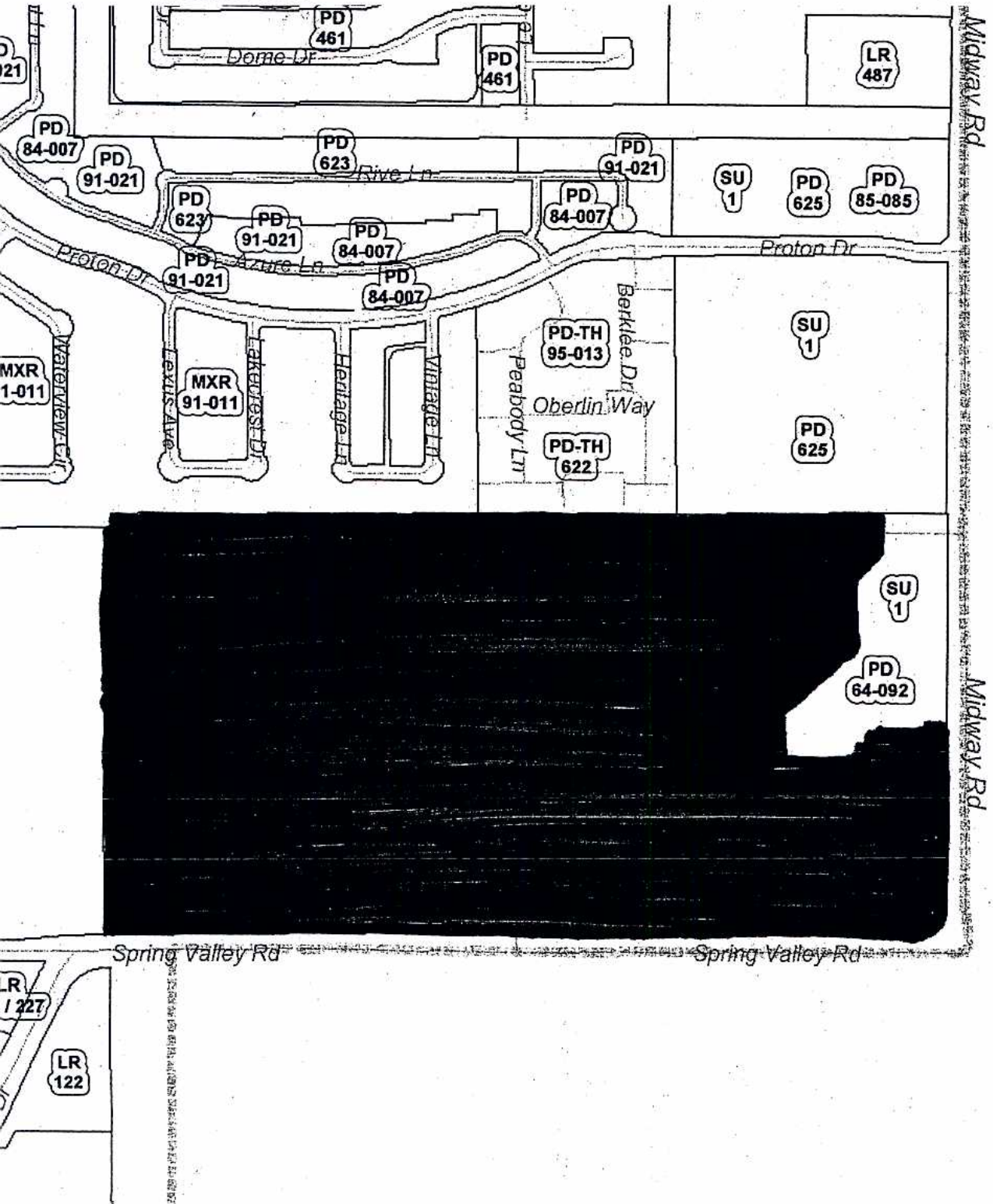
THERE ARE NO ATTACHMENTS FOR ITEM #R3

THERE ARE NO ATTACHMENTS FOR ITEM #R4

#R5-1

1442-SUP

Case 1442-SUP/Greenhill School. Requesting approval of an amendment to an existing Special Use Permit for a private school in an R-1 (Residential-1) district, in order to make amendments to the master plan for the school, located at 4141 Spring Valley Road, on application from Greenhill School, represented by Ms. Melissa Orth of Greenhill School.



#R5-2

TOWN OF ADDISON®

Addison 50!

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Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

January 23, 2004

STAFF REPORT

RE: Case 1442-SUP/Greenhill School

LOCATION: 4141 Spring Valley Road

REQUEST: Approval of an amendment to a Special Use Permit for a private school, so as to amend the master plan

APPLICANT: Greenhill School

DISCUSSION:

Background. Greenhill School has been in Addison since 1960. Greenhill School was here before Addison had a zoning ordinance, but since zoning was adopted in 1956, Greenhill School has been zoned R-1 (Single Family). Since it is a school, it requires a Special Use Permit. The SUP was amended by Ordinance 085-033, and again by ordinance 094-025.

Greenhill School has had several versions of a master plan over the years, and it has recently completed another revision. The plan submitted by Greenhill shows its plans to add facilities over the next 5 to 10 years. The school has also submitted elevation drawings of some of the proposed buildings, including the new upper school, the new lower school, and the new pre-school.

Greenhill is at capacity for students now and does not plan to add additional students. It would like to expand the facilities to better accommodate the number of students presently enrolled. At this point, Greenhill is requesting that its final master plan be approved. Since this is a master plan, many of the improvements shown on the plan may not be built for several years. However, once the plan is approved, the school will only need to pull building permits as it adds new buildings.

This case was originally scheduled for hearing in November of 2003, but the meeting was canceled due to a lack of a quorum. Several residents north of the property attended the meeting and expressed concerns about the school that were not related specifically to the new plan, but related more to operations and past problems between

the neighbors and the school. The residents submitted a petition in accordance with Article XX, Section 4, Paragraph (a), which states:

Article XX, Changes and Amendments, Section 4, Paragraph (a)

> If a written protest against such proposed amendment, supplement or change has been filed with the City Secretary, duly signed by the owners of twenty percent (20%) or more either of the area of the lots or land included in such proposed change, or of the lots or land immediately adjoining the same extending two hundred feet (200) therefrom, such amendment shall not become effective except by the favorable vote of three fourths (3/4) of all the Governing Body.

However, the petition did not have the 20 percent required. Had the petition met the requirement, the vote of three fourths (3/4) of all the Governing Body would apply to the Council only, and not to the Planning and Zoning Commission.

Greenhill School decided to hold the request until January and use the time between hearings to meet with the neighbors and attempt to better understand the various issues that had been brought up at the meeting. While Greenhill is all one piece of property, it abuts three separate neighborhoods. One neighborhood is the U-shaped streets of Lakecrest-Sherry-Lexus, the second is the U-shaped streets of Vintage, Old Town and Heritage, and the third is the Proton Town Homes on the south side of Juliard (the neighborhoods are shown on the 11"x17" site plan provided in the plans).

At the Town staff's suggestion, the Greenhill staff met with one neighborhood at a time to understand its issues. The staff attended all three meetings, and a list of residents attending each meeting is attached. Scott Griggs, the Head of School for Greenhill, has attempted to respond to the concerns that were expressed at each meeting, and a letter from him to the Commission is attached.

The Lakecrest-Sherry-Lexus neighborhood had an issue with foul balls coming over the backstop and into their yards from the westernmost baseball field. Some baseballs hit their roofs and even go over the roofs into their front yards. They also had an issue with noise from the batting cages. The staff has recommended that Greenhill extend the backstop netting down the third-base line, and add a landscaping buffer between the batting cage and the residences, and Greenhill has agreed. The residents also had a fear that at some point in the future, Greenhill would install lights and sound equipment on the fields and start to use them at night. Greenhill agreed that they would not install lights or sound equipment on the fields.

The Vintage-Old Town-Heritage neighborhood had an issue with noise from the maintenance facility. The residents indicated that they never had notice that the maintenance facility was being constructed next to their homes. The staff pulled the zoning approval for the maintenance facility, and the Council approved it on November 16, 1991. The first permit for a house on Old Town (which backs up to the facility) was pulled in March of 1992. The staff has looked at ways to buffer noise from the facility, but there is a 15-foot wide water line easement between the facility and the neighbors' fences, and there is not room to plant a screening or buffering hedge. The neighbors complained specifically about noise late at night and into the early morning hours, and the Greenhill staff has agreed to provide residents with a 24-hour security line they can call if noise is a problem during these hours. Greenhill indicated it did not have operations in that building at night, and there should not be noise coming from that building in the evenings.

The Proton Town Homes had one resident at the meeting who represented the Homeowners' Association. She expressed concerns about light from the new building and noise during the construction. Greenhill heard the light concern at the initial meeting and had already re-designed the building to eliminate any clearstory lights that would shine toward the north. Greenhill has also agreed to add a landscaping buffer on the north property line across from the new Upper School to further shield light. Greenhill has also agreed to restrict the height of the future Performing Arts Center and Theater. There was some concern expressed about the possible height of this building at the second meeting. Greenhill has agreed that the building will not be built any closer than 100 feet to the north property line, and that the higher portion of the building (the stage and fly space for a theater) will not be closer than 200 feet to the north property line. Greenhill does not have funding in place for the Performing Arts Center and Theater, so it does not have any design work done on it. However, Greenhill has agreed that it will design the building within these restrictions at a later date.

Engineering. The Public Works Department has reviewed the site plan and notes the following:

-Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.

-Upstream and design erosion control must be included with the Civil plans.

-All public, on-site water and sewer relocations must be incorporated into the Civil drawings, and must include proposed metering and double detector check valves.

Landscaping. The Parks and Recreation Department has reviewed the plans submitted and notes that there are no landscape conditions for the master plan revision itself. However, the Parks staff has walked the site and determined where buffers should be added to protect the adjacent residents from light and noise. Slade Strickland (memo attached) recommends that Eastern Red Cedar trees (10' – 12' in height) be planted 12 feet apart in the areas that he has noted on the attached plan. These locations may have to be adjusted some because of power lines and water line easements. However, the red cedars will provide a dense buffer that will eventually reach 30 feet in height. Slade also recommends cedars because they are native and will not require an irrigation system if they are hand watered for the first year.

RECOMMENDATION:

When reviewing amendments to the Greenhill master plan, the staff considers the impact any improvements might have on the residents to the north of the school. Staff does not believe that the new buildings contemplated in the plan will adversely impact the residents to the north. However, there have apparently been problems between the school and the neighbors that the staff was not aware of. The staff has worked with Greenhill and the neighbors on the foul ball problem three or four years ago, but had not had a complaint in recent years. The staff did get a complaint about buses that were left running behind the homes, and Neil Gayden worked with Greenhill on getting the buses moved. Since learning of the residents' concerns, the staff and Greenhill have worked together to provide solutions, and we believe Greenhill has responded to all the concerns that were expressed.

Staff recommends approval of the amendment to the master plan for Greenhill School, subject to the following conditions:

- The applicant shall extend the backstop netting down the third-base line, to a length that is at least past the dugout on the third base side of the field, to a height of 28 feet (which is equal to the height of the existing back stop). The netting shall be installed prior to June 1, 2004.

- The applicant shall install a landscaping buffer of eastern red cedar trees, planted 12-feet on center and at least 10 feet in height when planted, between the batting cage and the residences to the north. The trees shall be installed prior to June 1, 2004.

- No lights or sound systems shall be installed on the two baseball fields at the west end of the property.

- The applicant will install a landscaping buffer of eastern red cedar trees, 10' – 12' feet in height, and 12 feet apart, on the north property line across from the new Upper School to further shield light from the new building. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the upper school.

- The future Performing Arts Center and Theater shall not be built closer than 100 feet to the north property line, and the higher portion of the building (the stage and fly space for a theater) shall not be closer than 200 feet to the north property line.

- Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.

- Upstream and design erosion control must be included with the Civil plans.

- All public, on-site water and sewer relocations must be incorporated into the Civil drawings, and must include proposed metering and double detector check valves.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the amendment to the Special Use Permit for the Greenhill School, subject to the following conditions:

- The applicant shall extend the backstop netting down the third-base line, to a length that is at least past the dugout on the third base side of the field, to a height of 28 feet (which is equal to the height of the existing back stop). The netting shall be installed prior to June 1, 2004. The applicant shall also install signs advising users of the field against trespassing or throwing balls onto the private property to the north. In addition, the applicant shall install signs at the maintenance facility advising the staff against making noise with equipment.

- The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12-feet on center and at least 10 feet in height when planted, between the batting cage and the residences to the north. The trees shall be installed prior to June 1, 2004.

- No lights or sound systems shall be installed on the two baseball fields at the west end of the property.

- The applicant shall install a landscaping buffer of eastern red cedar trees, (or an equivalent tree approved by the Parks Director) planted 12 feet on center and at least 10 feet in height when planted, on the north property line across from the new Upper School to further shield light from the new building. The trees shall be installed prior to the issuance of a Certificate of Occupancy for the upper school.

- The building footprint for the future Performing Arts Center and Theater shall be deleted from the plan.

- Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100-year flood frequency. Drainage and grading plans must accompany the design drawings.

- Upstream and design erosion control must be included with the Civil plans.

- All public, on-site water and sewer relocations must be incorporated into the Civil drawings, and must include proposed metering and double detector check valves.

Voting Aye: Herrick, Jandura
Voting Nay: Bernstein
Absent: Benjet, Doepfner,
Abstaining: Braun

Greenhill School
Neighborhood Meeting – January 13, 2004 @ 6:30 PM

SIGN IN SHEET			
Name	Address	Phone	Email
CARMEN MORAN	TOWN OF ADDISON	972-450-7098	cmoran@ci.addison.tx.us
YASUNORI NAKATANI	14605 LEXUS AV.	972-960-938	
Bob Baumann	4004 Sherry Lane	972-866-0070	bobsailing@hotmail.com
TOM & ANITA BRAUN	14616 LEXUS AVE	9/385-0706	tkbraun@comcast.net

Greenhill School
Neighborhood Meeting – January 14, 2004 @ 6:30 PM

SIGN IN SHEET			
Name	Address	Phone	Email
Virginia Summall		972 386-4425	SUMRALL@AIRMAIL.net
[illegible]		"	"
Kursad DOGRU	"	972 387 2842	Kursaddogru@hotmail.com
Cynthia Rollow		972-392-9400	cynthia.rollow@firstlex.com
CARMEN MORGAN		972-450-7918	
Paulette Davis			
Ed Burnett			
Richard Bryant, Arch			

Greenhill School
Neighborhood Meeting – January 21, 2004 @ 6:30 PM

SIGN IN SHEET			
Name	Address	Phone	Email
Amy Van Brunt	4090 Juliard Dr.		amy@labelsplusinc.com

To: City of Addison Planning and Zoning Commission

From: Scott Griggs, Head of School, Greenhill School

Re: Construction Plans

Date: January 21, 2004

Greenhill School, a PK-12, independent school, founded in 1950, currently enrolls 1,250 students and has been at our current property at 4141 Spring Valley Lane since 1960. The School serves approximately 1,000 families from throughout the Metroplex region as our students live in 87 different zip codes. In addition, the School is recognized as one of the leading schools in the country as witnessed by a recent ranking in Worth magazine based upon matriculation of graduates which rated Greenhill as the 37th best school in the nation. This ranking rated Greenhill above every other school in the state of Texas, with the exception of St. John's School in Houston, which was rated 31st.

The Greenhill Board of Trustees approved a campus master plan in August 2002. The plan includes enhancements which will improve our property and further support our outstanding program. The plan calls for the construction of a new Pre and Lower school building on the south side of our campus. We are also planning to construct an Upper School addition north of our existing Upper School building. Ideally (pending fund raising progress), we will begin construction of these facilities in spring, 2004. The projected completion of construction will be August, 2005.

Other facts:

- The planned facilities are consistent with our philosophy of keeping field space and parking at the outer edges of our campus with buildings and students on the interior
- The Upper School addition will provide ten additional classrooms and office spaces
- The Upper School addition is a one-story, 19,000 square foot building (26 feet in height)
- The Pre/Lower School is a 72,000 square foot facility with a second story on one portion
- Temporary classroom buildings for the Pre/Lower School will be placed in the meadow near the Spring Valley entrance during construction

What is not happening:

- There will be no increase in student enrollment (in fact our plan calls for a slight decrease in total enrollment)
- Thus, there will be no increase in pedestrian or automobile traffic
- There will be no trees removed on the northern property line and we will enhance the screening that is presently there

The School held three information sessions for neighbors to share our plans and to hear concerns. The sessions were attended by 12 neighbors representing nine residences. In listening to concerns it was clear that there were issues related to the projected construction, but also issues

related to other factors that result in living next to a school. After listening to all concerns, the School is prepared to address the concerns in the following manner:

Issues related to construction project and special use permit:

- Light pollution – the original design of the Upper School building has been changed to ensure that lighting from the new facility will have little to no impact on neighbors.
- We will add screening trees on the north line of the property across from the new Upper School construction pending approval from the City of Addison.
- Our plan calls for new landscaping trees directly in front of the new Upper School building for additional screening.
- Sound pollution – as stated earlier, there will be no additional students added to the campus and all student activity will continue to occur on the interior of the campus.
- The entry area for construction is from our Spring Valley entrance and the staging area will be closest to our Lower School building. This will help with construction traffic and noise concerns on the north end of campus.
- We agree that the proposed Performing Arts Center (not in the current construction plans) will not be built any closer to the existing line of the Upper School addition to the property line (at least 100 feet). Also, the higher portion of the building will not be within 200 feet of the property line.

Other issues unrelated to proposed construction:

- A concern was raised by one resident about baseballs landing on his property. We are currently planning to add a net to our backstop to provide for additional screening to stop more of the balls from leaving our field.
- Additionally, we plan to add more screening between the batting cage and the properties to the north to provide for screening of sound from the cage and foul balls from the field.
- We have agreed that no lights or sound systems will be installed at the baseball field.
- Concern was raised about noise pollution "late at night and into the early morning hours" near our Maintenance Building. It was shared that our security gates are locked each evening at 12:00 am and not opened until 5:00 am. Our security personnel should be the only person on campus during these hours. We are unaware of where this noise is coming from during these hours as our maintenance staff begins to arrive around 6:00 am. We have encouraged residents to call our 24-hour security line (214-232-9388) if noise continues to be a problem during these hours.

Greenhill School recognizes the specific challenges that arise when living near a school. We have offered to have an on-going dialogue with our neighbors. It is our desire to continue to be a good neighbor to the residents to our north. It is our hope that our proposed construction plans and related attention to the concerns of our neighbors will be met with favor by the City of Addison Planning and Zoning Commission.

Thank you for your attention to this matter.

Memorandum

DATE: January 22, 2004
TO: Carmen Moran, Director of Development Services
FROM: Slade Strickland, Director of Parks & Recreation
SUBJECT: Greenhill School – North Property Line Landscape Buffer

Based on our site inspection, the north property line has hackberry trees underneath the east-west power lines, which provide screening during the growing season. In addition, there is a row of live oaks just to the south of the hackberry row that provide excellent screening; however, the live oaks do not extend the length of the north property line.

With this in mind, we recommend that Greenhill plant 10-12' cedars 12 feet apart in the areas designated on the attached site plan where no live oaks or other screening vegetation exist. The planting zones along the north edge of the property will be determined based on the location of existing power line and water line easements. There is not adequate room to plant trees along the north side of the maintenance building service drive/storage area.

The cedars are native and do not need automatic irrigation, but they will require hand watering the first year to get the root systems established. A detailed planting plan needs to be submitted for review and approval which shows existing and proposed trees.

Carmen Moran

From: Steve Chutchian
Sent: Tuesday, November 11, 2003 10:57 AM
To: Carmen Moran
Subject: Case 1442-SUP/Greenhill School

The following comments are submitted for the above referenced plat:

a. Civil plans and specifications must be submitted for approval regarding the proposed drive extension adjacent to Spring Valley Road. Specifically, the proposed drainage culvert must be designed in accordance with NCTCOG and Town of Addison Standard Construction Specifications and be designed to meet the 100 year flood frequency. A drainage and grading plan must accompany the design drawings.

b. Upstream and design erosion control must included with the Civil plans.

c. All public on-site water and sewer relocations must be incorporated into the Civil drawings, and must include proposed metering and double detector check valves.

Should you have any questions, please let me know.

Steve Chutchian, P.E.
Assistant City Engineer

#R5-3

November 17, 2003

Town of Addison
5300 Belt Line Road
Addison, Texas 75001

Attention:
Ms. Carmen Moran
Director of Development Services

Subject:
Property Owner's Protest of 1442-SUP/Greenhill School

It is the consensus of the property owners that Greenhill School should not be allowed to build north of the existing buildings; this does not include the Maintenance Building. It should not be expanded at all, because it has been a problem since it's been constructed with noise far into the early morning hours (1 to 2 am).

The majority of property owners I have spoken with have not objected to the school expanding to the south; east, or west of their existing buildings, except the maintenance building.

We wish to remain good neighbors but must protect our property values.

Please distribute copies of our Protest to each Planning and Zoning Commission member.

Sincerely,

Jim Davis

James P. Davis
4044 Old Town Rd
Addison, Texas 75001

cc: Joe Chow

PROPERTY OWNER'S PROTEST

We, the under signed property owners, who's property is within two hundred feet (200) or is adjoining the proposed amendment, supplement or change annotated on the attached document described as 1442-SUP (case 1442-SUP/Greenhill School) PROTEST the amendment to an existing Special Use Permit for a school in a R-1 (Residential-1) district.

NAME	ADDRESS
Blanche E. Roberts	14608 Vintage Ln. Addison 75001
[illegible] Lee	14604 Vintage Ln Addison Tx 75001
[illegible] Dogre	14613 Vintage Ln Addison, Tx 75001
[illegible]	4056 OLD TOWN 75001
[illegible]	14609 Heritage Ln Addison, Tx 75001
[illegible]	14613 Heritage Lane 75001
Virginia Summrall	4048 Old Town Rd Addison 75001
Cynthia Rollow-Bennett	4052 Old Town Rd Addison 75001
[illegible]	4091 Julliard Dr. Addison 75001
[illegible]	4098 Julliard Addison TX 75001
[illegible]	14561 [illegible] Addison TX 75001
[illegible]	4130 Julliard Dr. Addison TX 75001
[illegible]	4092 JULIARD DRIVE Addison 75001
Eric Brogue	4060 Old Town Rd 75001
Edward M Bennett	4052 OLD TOWN RD 75001
James P. & Paulette V. Davis	4044 Old Town Rd Addison Tx 75001
Richard Manley	4040 Old Town Rd Addison TX 75001

PROPERTY OWNER'S PROTEST

We, the under signed property owners, who's property is within two hundred feet (200) or is adjoining the proposed amendment, supplement or change annotated on the attached document described as 1442-SUP (case 1442-SUP/Greenhill School) PROTEST the amendment to an existing Special Use Permit for a school in a R-1 (Residential-1) district.

NAME	ADDRESS
BRYAN MORRIS	4020 SHERRY LN, ADDISON, TX 75001
15-03 Pamela B Macera PhD	4024 Sherry Ln Addison Tx 75001
Ivan E. Beattie	4016 Sherry Lane Addison, TX 75001
Patricia J Beattie	4016 Sherry Ln. Addison Tx 75001
Kimberly [illegible]	4132 Juliard Addison, TX 75001
Ronn Yodiamio	4226 Juliard Dr Addison TX 75001
Brad Cagwirth	14612 Lakecrest Dr Addison, TX 75001
Robert Baumann	4004 Sherry Lane Addison, TX 75001
GEORGE W MAY	4008 SHERRY LANE ADDISON TX 75001
Stephen Buck	14617 Lakecrest Dr Addison 75001
Yasunori Nakatani	14605 LEXUS AV addison Tx 75001

#R5-4

Carmen Moran
Director of Development Services
Town Of Addison
P.O. Box 9010
Addison, Texas 75001

November 17, 2003

Dear Carmen,

I am providing you with written protest regarding the consideration by the Planning and Zoning Commission (P&Z) to provide approval to Greenhill School for the amendment of their master plan (Case 1442-SUP/Greenhill School). I would like to request that approval of their request be delayed until the following has been accomplished:

1) Due diligence should be done to ensure their compliance with the existing master plan. I ask that the affected members of the community be included in this process. This will require sufficient time to review the existing master plan and to visit the site with the P&Z.

2) Additional time should be allowed to review the proposed amendment and emphasis be placed on the following:

a) Visual affect
b) Noise pollution
c) Light pollution

I am very wary of Greenhill and what actions they might take and how it can affect our community. I have learned from personal experience where they have exhibited limited concern for the affect their actions can have on my home. For example I have tolerated a broken window, roof damage and other property damage from the baseballs hitting my home. Until they installed a fence their guests trespassed on my property and threatened me, my pets and others with baseball bats.

While I was attempting to resolve these issues in a "good neighbor" fashion, Greenhill School personnel made it clear to me what their position was on this matter. That position simply stated is, "they were here in Addison first and our homes should never have been built so close to their property."

Unfortunately, there continues to be issues during baseball season. However, I have an even greater specific concern over their possible intention to erect floodlights and or loud speaker systems on their athletic fields. If this is allowed to occur the comfort of our homes and the property values in our neighborhood will surely be adversely affected.

Thank you in advance for your consideration of my request.

Bob Baumann

Bob Baumann
4004 Sherry Lane
Addison, Texas 75001
972-866-0070

November 27, 2003

Town of Addison
5300 Belt Line Rd
Addison, Texas 75001

Attention: Ms. Carmen Moran
Director of Development Services

Subject: Property Owners Protest 1442-SUP/Greenhill School

Dear Ms. Moran,

As you suggested on the evening of November 18, 2003, we met with the officials from Greenhill School and discussed in depth with them the reasons we objected to their proposed amendment. We believe our objections are reasonable and may be accomplished by the school's architect making a few modifications to their plans. This possibly involves moving the hi-school's new addition south closer to the existing building and rotating the future performing arts and theatrical center to an east/west direction instead of a north/south direction.

We are concerned about the proposed location of the hi-school addition because of the distance from the new addition to the property owner's homes. We are apprehensive that the building's exterior lighting and skylight lighting will shine into the homes and become an annoyance at night; we understand the lighting will be left on for security reasons. The noise the new addition will bring because of its proposed location, to the residents whose property is immediately north of the proposed site, may create sound levels that are objectionable.

We are deeply concerned about the loud noises created by activities in and around the Maintenance Building late at night and into the early morning hours. It was stated by several persons that the school's representatives have been non-responsive to their phone calls and this disturbs everyone.

We also discussed the permanent batter's cage being constructed at the ball field close to the (property line) north fence and if lighting and a sound system were being considered by Greenhill School for the ball field.

The concrete foundations and slab for the new batters cage have been constructed. Has this permanent structure been issued a building permit? If so, why weren't the property owners whose property adjoins the ball field notified before the permit was issued?

Greenhill's representative Mr. Scott Griggs the Headmaster assured us they would look into what the school would be willing to agree to do, perhaps some trees to shade the lighting or modifying the skylights to shine in another direction. They agree to look into the noise at the Maintenance building and review what could be done to prevent the

Carmen Moran
Director of Development Services
P.O. Box 9010
Addison, TX 75001

I wish to submit my written protest to the Special Use Permit amendment in Case 1442-SUP/Greenhill School. This protest is submitted pursuant to the hearing before the Planning and Zoning Commission to be held on January 22, 2004.

Thank you,

Brad Bradford
4060 Old Town Rd
Addison, TX 75001

Also signed petition

Town of Addison
Planning and Zoning Commission
Case 1441-SUP/Greenhill

January 29, 2004

Dear Members of the P&Z Commission,

As you may know many of the neighbors in the vicinity of Greenhill have numerous concerns regarding this request for a revision of the Master Plan. Greenhill has recently expressed their desire to be a good neighbor and has assured us that any future expansion or remodeling of their property will not adversely affect us. Based on my past experience with Greenhill and some of their recent comments, I believe that I have good reason to be cautious of these assurances.

My home is located near the north~~east~~ west corner of the Greenhill property, which is near their baseball field. I purchased my home in 1997 and did so after some preliminary investigation as to what type of neighbor Greenhill would be. I had contacted Greenhill staff and learned that there were no plans to place lighting on their athletic fields and that the baseball field was used by Greenhill and their visiting teams. For a while the situation with my neighbor was just as expected. The number of games and practices were reasonable, the occasional foul ball that landed in my backyard was tolerable and interaction with the players and staff was pleasant.

Unfortunately, things took a turn for the worse about a year later. It became apparent that the Greenhill charter had changed. Greenhill began leasing out their athletic facility, and the activity level dramatically increased.

My home and my other neighbor's homes were pummeled with foul balls. Many of us have had broken windows and other damage from these balls. Greenhill guests (players and parents) would climb over my fence to retrieve baseballs. They would refuse to leave my property and we were threatened with baseball bats. When I cautioned one player that he should stay out of the yard because my dogs might hurt him, he said that he would come back that night and shoot them!

I contacted the Addison Police about the trespassing and threats. They said that unless they could catch them in the act there wasn't anything they could do. I called Greenhill Security and they said that they were only responsible for the buildings and not the athletic fields. I contacted the schools business office and was put in contact with their Business Manager. He feigned an effort to resolve this issue and made it clear to me that "Greenhill was here first and my home was built too close to the school property." He also told me in one letter that my, "fence is simply inadequate to stop baseballs." I had received permission from the Greenhill facility manager to plant shrubbery along the property line in an attempt to create a plant buffer. This was at considerable personal expense. In written correspondence received from the Greenhill Business Manager, he said, "I must protest and ask for their removal. … these bushes have sharp leaves, which cause me a safety concern for the students." Mind you along the property line were "trash" trees with thorns, poles and other metal debris that should have been a greater safety concern. All of this made it obvious that he had no intention of being a good neighbor. However, after some significant effort lasting over a year and with some support from the Town of Addison and an attorney there was some progress made.

Since then however, the school has added additional facilities and now wishes to dramatically add more. For example they added a security light to the side of the Maintenance Building with disregard for how that shines into our properties. They added field lighting to the athletic fields on the west side of the property and these lights flood our yards with light nearly every night of the week. While I have attempted to tolerate the foul balls, Mr. Griggs from Greenhill has made it clear that the School intends to lease out the athletic fields. This means that the sports activity will continue to increase.

Mr. Griggs is seemly careful to not commit to anything in the meetings we have had with him. He uses words like, "I have no intention" when asked about whether the school will want to put lighting on the baseball field. In November he assured the neighbors present at an impromptu meeting after the scheduled P&Z meeting that there would never be any construction north of the new Upper School Building. I clarified that statement with him and then asked him about the construction that was currently in progress at the baseball field. He described that as refurbishment of an existing structure. This is clearly incorrect and I'll explain.

The new structure is a double lane batting cage that is located close to the north property line. It is completely new construction and was built without a construction permit from the Town of Addison. This construction was discovered by the Town of Addison Staff while work was in progress. Staff explained to me that since at the current time there is no "intention" to place a roof on it that they allowed it to be completed. When I referenced other apparent non-permitted work done on the construction of dugouts that included walls and roofing, Staff was unable to provide me with any explanation. Please refer to the attached pictures that show the location and size of an existing temporary single lane batting cage and the recently constructed one. These pictures prove my point that this was not refurbishment.

Given all of these issues and events I request that your approval of the proposed Master Plan revision include the following:

1) Mr. Griggs promise to not build any structures north of the New Upper School Building. This restriction should include temporary or permanent structures of any kind. Since the new batting cage is in violation of this type of agreement, it should be removed.
2) There should be a restriction that no lighting, public address systems (loudspeakers) or signage will be added to the athletic fields located on the northern half of the Greenhill property. Recently added lighting should be reviewed to determine that they are in compliance with the existing Master Plan and should be modified to reduce light pollution.
3) There should be a specific detailed plan to build a green zone along the north property line. This green zone should be of sufficient height, width and density to provide a buffer between Greenhill and the homes to the north. It should be comprised of sufficiently mature trees and evergreen shrubs that provide year round elimination of the light pollution. The current trees located on the property line are reaching the end of their life cycle and are most likely in danger of significant trimming by TU Electric. Shrubs spaced out over a set distance without overlap and of minimal height should not be considered a remedy.
4) There should be a method to eliminate the pitching and tossing of baseballs in a north/south direction next to the property line. This results in the fences being used as backstops and

missed-catched-balls hitting our homes. This existing agreement has not been honored by Greenhill.

5) There should be a plan included to prevent foul balls from hitting our homes. This not only causes damage, but is a safety concern. I have seen these foul balls land in my front yard and even hit homes farther to the north of mine. This plan should include the modification of the existing backstop. However, I can't emphasize enough that this modification will have to be sufficient in vertical height and/or horizontal coverage to eliminate this threat. A simple extension of the existing backstop will not be sufficient.
6) There should be a requirement that a responsible agent of Greenhill be reachable and have the authority to deal with security issues during sporting events regardless of the number event attendees.
7) Activity on or around the athletic fields should not begin before 8:00am and should cease at dusk.

Over the past couple of years I have attempted to be tolerant of my neighbor, Greenhill. However, they have continually "moved the bar" up on what must be tolerated.

Greenhill was correct when they told me that, "they were here first." However, when I moved into my home, Greenhill was just a small private school. Now they are also a Sports Complex Business which is apparently for-hire in order to generate revenue.

The requirements listed above will help balance the effect that their new business is having on the comfort and value of our homes.

Thank you for your consideration of this matter.

Best regards,

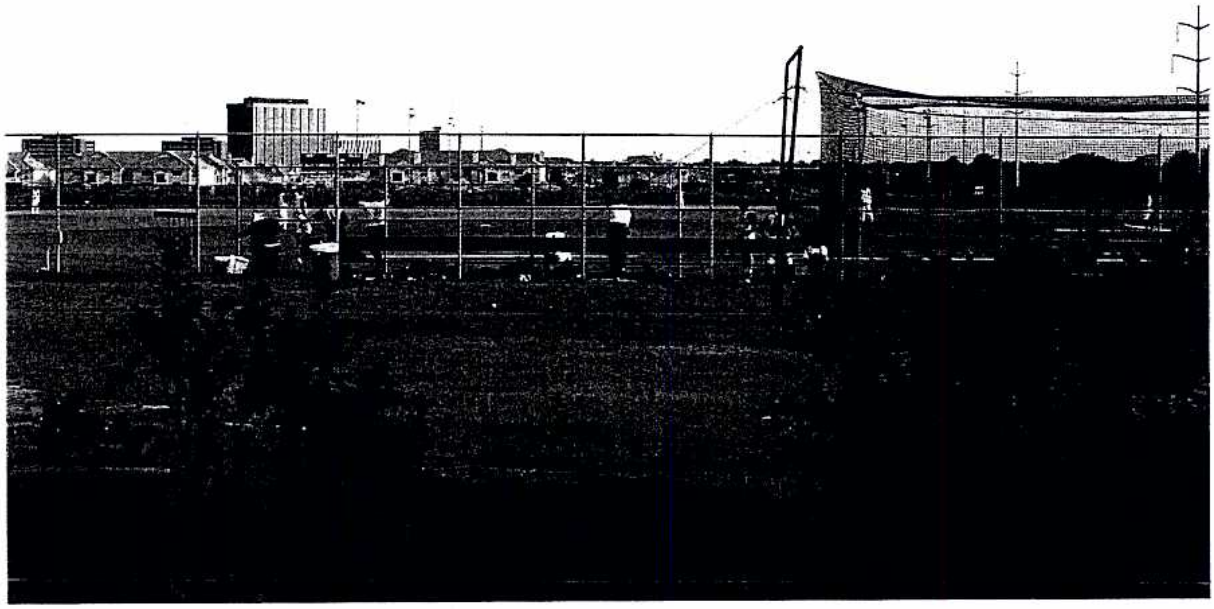
Bob Baumann
4004 Sherry Lane
Addison, TX 75001
972-866-0070

cc. Ben & Naomi Nakatani, Allan & Kathy Wood, Tom & Anita Braun, Bill & Gwen May, Steve & Sally Buck, Jaral Meadows, Jim & Paulla Davis and Ivan & Pat Beattie

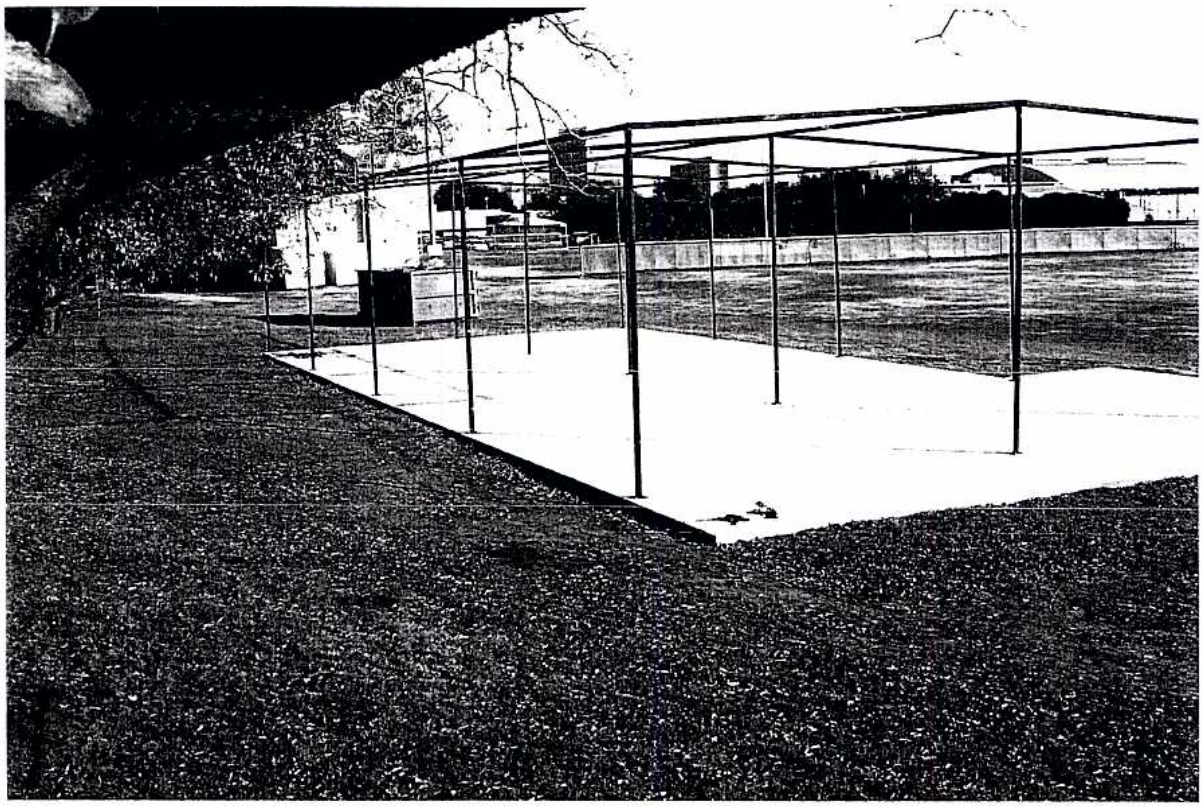
Attachments:

One: 1) Picture of existing batting cage. (Photo taken in 1999)
2) Picture of new batting cage (Photo taken December 2003)
Two: 3) Picture of new dugouts (Photo taken December 2003)
4) Picture of existing backstop (Photo taken December 2003)

Attachment One

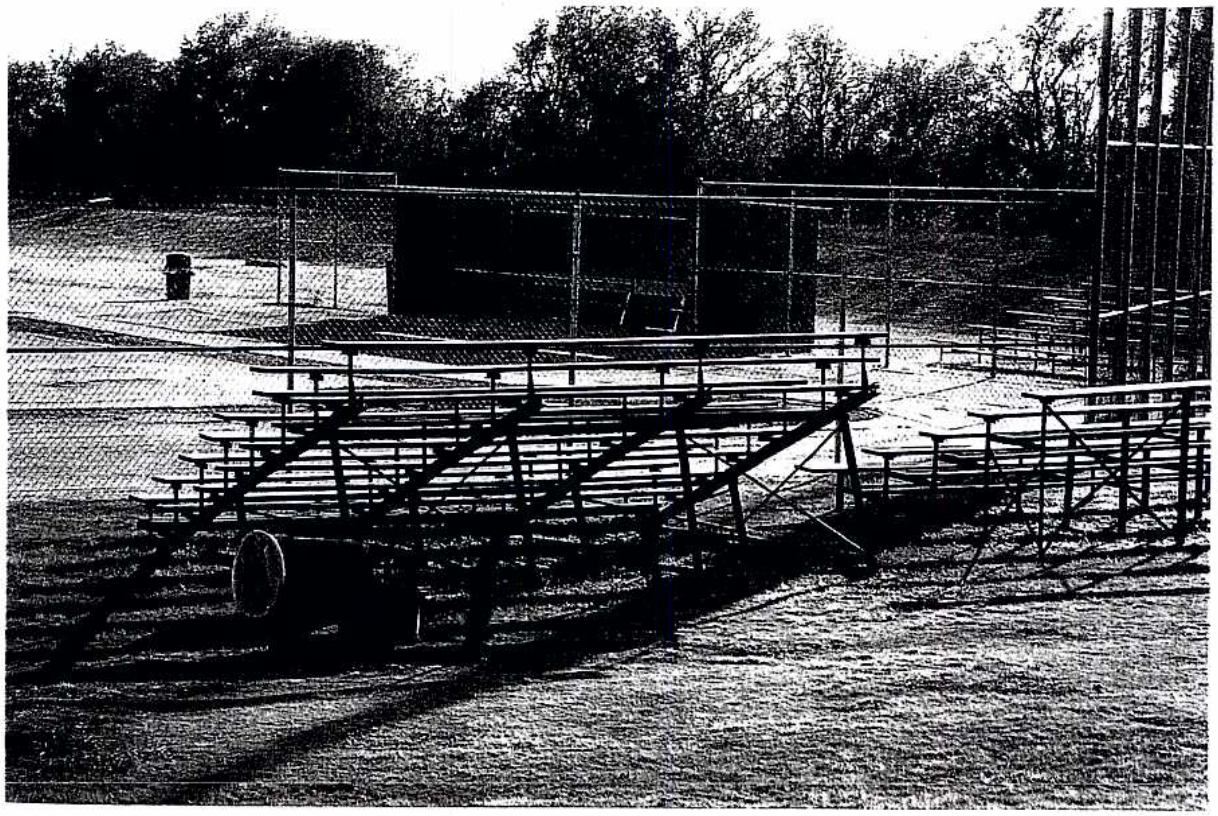


1) Picture of existing batting cage. (Photo taken in 1999)

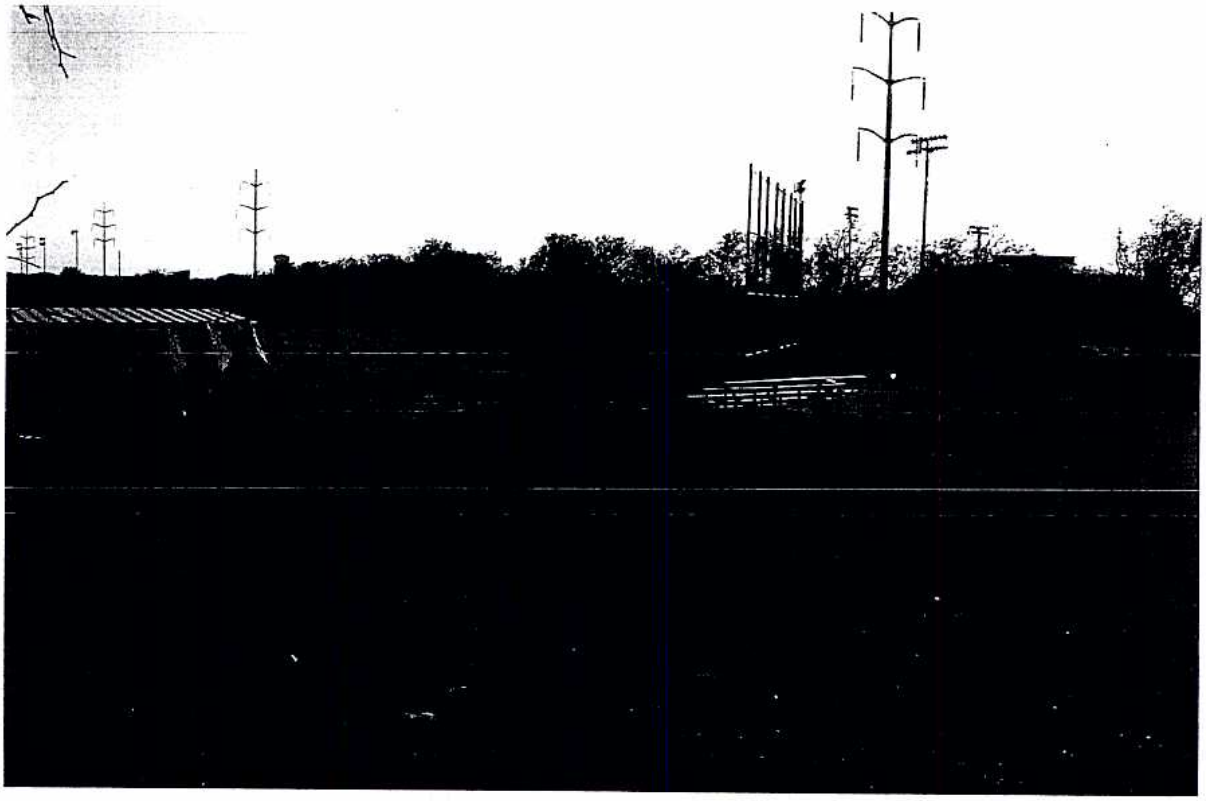


2) Picture of new batting cage (Photo taken December 2003)

Attachment Two



3) Picture of new dugouts (Photo taken December 2003)



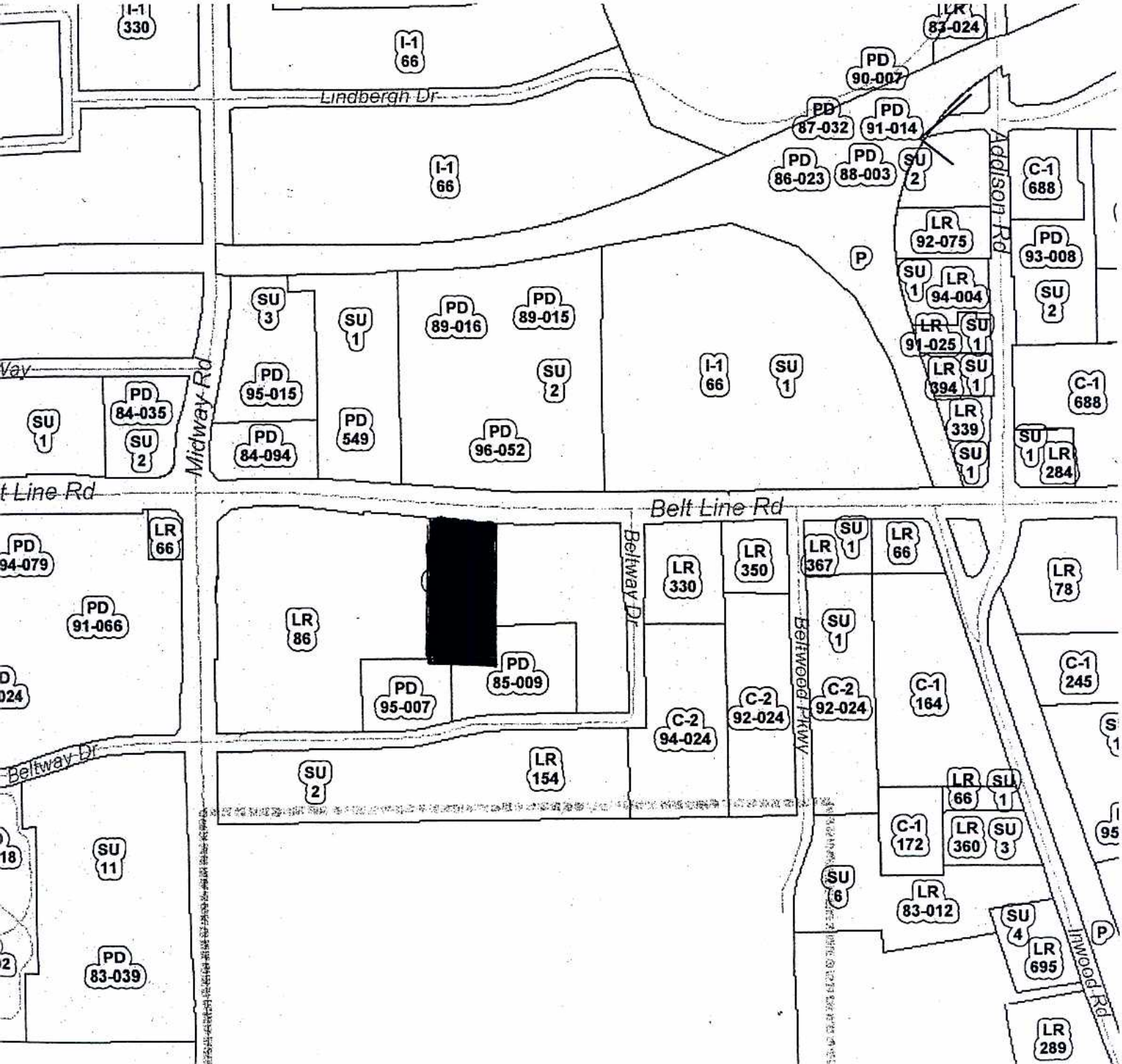
4) Picture of existing backstop. (Photo taken December 2003)

ITEM #R5-5 IS NOT AVAILABLE ELECTRONICALLY

#R6-1

1447-SUP

Case 1447-SUP/Red Baron. Requesting approval of an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on premises consumption only, located at 4440 Belt Line Road (formerly Landry's), on application from 4440 Belt Line, Ltd. represented by Ms. Susie Russell.



#R6-2

TOWN OF ADDISON®
Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

Addison 50!
50 YEARS OF FUN!

January 22, 2004

STAFF REPORT

RE: Case 1447-SUP/Red Baron

LOCATION: 4440 Belt Line Road

REQUEST: Approval of an amendment to an existing Special Use Permit for a restaurant and an existing SUP for the sale of alcoholic beverages for on-premises consumption

APPLICANT: 4440 Belt Line, Ltd., represented by Mr. Kurt (Mike) Steinmann

DISCUSSION:

Background. This restaurant was originally the Hush Puppies Restaurant, which was granted a Special Use Permit through Ordinance 321 on April 19, 1977. The restaurant was subsequently changed to Joe T. Garcia's, and operated on the site 1986. At that time, the existing Joe T. Garcia's was demolished and the site was redeveloped with the Atchafalaya River Café, which was approved through Ordinance 086-101, passed by the City Council on November 25, 1986. The Special Use Permit was amended on May 12, 1987 through Ordinance 087-023 to add a patio to the restaurant. The Atchafalaya River Café chain sold to Landry's Seafood Restaurants, and this restaurant was converted to a Landry's several years ago. Landry's has been closed for approximately one year.

At this point, the applicant would like to redevelop the restaurant and open it as a Red Baron Gulf Coast Seafood restaurant. A tentative menu and profile of the developer are attached. The applicant plans to open the restaurant for both lunch and dinner.

Proposed Plan. The applicant is planning to make changes to the interior and exterior of the building. The applicant is planning to take the existing dining room and add a bar inside it. He is also planning to add a stage for live music. He is planning to take the large bar out of the bar area and replace it with a smaller bar. He will then take a portion of the kitchen and convert it to a game room/dining area. The plans show two

pool tables in the game room, but no video games. The applicant should be aware that more than four video games requires a Special Use Permit for a gaming arcade, and more than two pool tables requires a Special Use Permit for a billiard hall. The applicant is planning to move the existing entry to the dining room area, and replace the existing entry with a bar that will serve the patio. The applicant will reconfigure the existing restrooms to add three toilets to the women's restroom and one urinal in the men's room.

The applicant is also planning to add an 802 square foot raised deck onto the front of the patio. The deck will be raised approximately 20 inches above the ground level of the patio, and it shows a row of 34 bar stools against the north railing.

The applicant submitted a plan for the remodeling of the front of the restaurant. The brick walls that enclosed the patio at Landry's will be removed, and minor changes will be made to the front façade of the restaurant. The applicant did not submit elevations of the other sides, but indicated they will not be changed. The staff photographed the other sides and noted that the entire restaurant will need painting, which the applicant has indicated he will do. A colored rendering of the front of the restaurant was submitted with the plans.

Parking. The new plans indicate the restaurant, with the existing patio and the new deck, will be 12,229 square feet. At a ratio of 1 space per 70 square feet, it requires 175 spaces. At present the restaurant has 188 spaces. The current parking spaces are 9' x 18', and the code allows spaces to be 8 ½' x 17'. Therefore, the applicant can re-strip the parking lot and pick up 10 additional spaces to get to 198, which is what the plans indicate.

Food Service Code. The Environmental Services Official has noted that the kitchen is several years old and some equipment may have to be upgraded. The restaurant will be required to meet all the requirements of the current food service code.

Building Code. The applicant should also be aware that if any areas of the restaurant exceed 5,000 square feet (under the current plan they do not). They will have to be separated by firewalls or the building will have to sprinklered. Also, if he attempts to enclose any of the patio areas, those will have to be sprinklered. They cannot be enclosed with canvas or plastic, but must remain open to the air at all times.

Public Works. The Public Works Department has reviewed the site plan and has no comments.

Landscaping. The existing landscaping on the site has not been maintained for some time. The plans call for 802 square feet of landscaping to be removed and replaced

with a deck, but the plans do not indicate where that 802 square feet of landscaping would be replaced on the site. The applicant has mentioned taking out the sidewalk across the front of the building and replacing it with landscaping, but that would only replace 420 square feet. Slade Strickland also notes that the site is tight on landscaping (although he cannot be sure because a plan for the entire site was not submitted), and that any reduction might put it under the 20 percent requirement.

Mechanical Equipment. The applicant should be aware that if any new mechanical equipment is added to the roof of the restaurant, it must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

RECOMMENDATION:

Staff has discussed the music/live band component of this facility with the applicant. The staff is always sensitive to noise issues when live music is being planned for a space. In addition, the neighbors are concerned about music, as expressed in the letter from Harkinson Investment Corporation (attached). This restaurant has an existing restaurant on either side, both of which have existing patios. In addition, there is a hotel directly behind this restaurant. The staff feels that this restaurant needs to be a good neighbor to the businesses that already exist around it. The staff recommends that the applicant not be allowed to eliminate the landscaping in front of the restaurant and replace it with deck area. This additional deck, aside from eliminating the landscaping, would allow for additional noise generation and additional strain on the parking. In addition, the staff recommends the applicant not be allowed to have amplified music on the patio. The staff is recommending that live music be allowed inside the building; however, the applicant should be aware that if noise from music inside the building becomes a problem for the neighbors, the music would have to be turned down. The Town has a noise ordinance, and if noise is a problem, it will be handled by the Police Department through the noise ordinance provisions.

Staff feels that this proposed restaurant, with some modifications, is an appropriate redevelopment for this space, and recommends approval subject to the following conditions:

-the plans shall be revised to eliminate the 802 square-foot deck that is shown to be added to the existing patio.

-a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment must be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

Respectfully submitted,

C Moran

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of the request for for an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following conditions:

-the plans shall be revised to replace the proposed 802 square foot deck with a 390 square foot deck, and the sidewalk along the front of the restaurant shall be torn out and replaced with landscaping to compensate for the landscaping taken by the new deck.

-a revised landscaping plan shall be submitted by the applicant that indicates all landscaping on the site. A Landscape Architect licensed in the state of Texas must provide the plan.

-any new mechanical equipment shall be screened from all adjacent properties. The screening mechanism shall be architecturally compatible, and the Building Official shall make the determination of "architecturally compatible".

-the restaurant shall not be allowed to have amplified music on the patio.

-the applicant shall not use any terms, including the term "bar," "tavern," or any graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

DOG FIGHT DESSERTS

Key Lime Pie – Absolutely the best!	4.50
Hot Apple Pie A La Mode w/ Granny Smith Apples	4.95
Pecan Pie w/ Blue Bell Vanilla Ice Cream	4.95

LUNCH - SERVED MONDAY THRU FRIDAY FROM 11AM - 3PM

SOPWITH CAMEL SOUPS AND SALADS

Seafood Gumbo	4.25 (cup) 5.95 (bowl)
Jambalaya	3.95 (cup) 5.25 (bowl)
Red Beans and Rice	2.95 (cup) 3.95 (bowl)
Ranch Chicken Salad	6.95
Chicken Caesar	6.95

MESQUITE GRILL - SERVED W/ MASHED POTATOES AND FRESH VEGETABLES

Potato Crusted Salmon w/ a serrano-avocado cream sauce	8.95
Chili Rubbed Snapper w/ crawfish and crabmeat	8.95
Mesquite Grilled Shrimp – 10 butterflied shrimp	8.50
Mesquite Grilled Chicken - 8 oz. breast	7.25
Mixed Grill – Chick and shrimp kabobs w/ vegetables	7.25

THE BARON'S PASTA AND CAJUN - SERVED W/ GARLIC BREAD

Atlantic Salmon Pasta w/ artichoke and capers	8.95
Blackened Chicken Alfredo – 8 oz. breast	7.25
Shrimp and Crawfish Etouffee – World's best! It'll change you life!	8.25
Chicken Creole – Spicy Cajun dish	7.25

FLYING RED FIGHTER BASKETS - SERVED W/ SEASONED FRIES

All baskets as lunch portions 1.00 off

RED BARON
FRESH GULF SEAFOOD

RED BARON
FRESH GULF SEAFOOD

APPETIZERS

Alligator w/ red fighter sauce	9.75
Popcorn Shrimp w/ cocktail sauce	6.95
Smoked Oysters (1 dozen)	6.95
Smoked Oyster Triplane - 6 w/ cheese, bacon and jalapenos	5.95
Crab Ball Triplane - 6 w/ shrimp, crab and cheese	6.25
Fried Cheese w/ marinara	6.25
Red Fighter Chicken Wings - blackened and voted Houston's best!	5.25

FROM THE BOILING POT AND OYSTER BAR

Boiled Catfish 1 lb. w/ potato and corn	4.95
Cold Boiled Shrimp - 1 doz. you peel 'em	8.95
Oysters on the 1/2 Shell 1/2 doz. 3.50 OR 1 doz.	6.25
Half and Half - 6 boiled shrimp and 6 smoked oysters	7.95

SOPWITH CAMEL SOUPS AND SALADS

Seafood Gumbo	4.25 (cup) 5.95 (bowl)
Jambalaya	3.95 (cup) 5.25 (bowl)
Red Beans and Rice	2.95 (cup) 3.95 (bowl)
House Salad	2.95
Chicken Salad	7.95

BLUE MAX PO BOYS - SERVED W/ FRIES (ONION RINGS ADD .75 CENTS)

Alligator Po Boy	7.95
Crawfish Po Boy	7.25

MESQUITE GRILL - SERVED W/ MASHED POTATOES AND FRESH VEGETABLES

Potato Crusted Salmon w/ a serrano-avocado cream sauce	10.75
Chili Rubbed Snapper w/ crawfish and crabmeat	10.75
Cilantro Mahi-Mahi – Medium rare and black pepper crusted	10.75
Mesquite Grilled Shrimp – 1 doz. butterflied shrimp	9.75
Shrimp An Brochette – 8 w/bacon, cheese and jalapeno	9.25
Mixed Grill – Chick and shrimp kabobs w/ vegetables	8.25
Mesquite Grilled Chicken - 8 oz. breast	8.25
Mesquite Grilled Ribeye – 12 oz. USDA choice cut	11.95

MESQUITE GRILLED FISH, CHICKEN AND SHRIMP - SERVED W/ PASTA AND GARLIC BREAD

Chicken Alfredo – 8 oz. breast	8.25
Shrimp Alfredo – 10 butterflied shrimp	9.75
Atlantic Salmon Pasta w/ artichoke and capers	10.75
Blackened Snapper Pasta w/ crawfish, crabmeat and herbs	10.75
Mahi-Mahi Pasta w/ roasted tomatoes and herbs	10.75

TRADITIONAL CAJUN DINNERS - SERVED W/ RICE AND GARLIC BREAD

Shrimp and Crawfish Etouffee – World's best! It'll change you life!	9.50
Chicken Creole – Spicy Cajun dish	8.25
Shrimp Creole – Sauteed and spicy	9.75

RED FIGHTER BASKETS - SERVED W/ FRIES (ONION RINGS ADD .75 CENTS)

Shrimp Basket – 12 butterflied shrimp	9.50
Oyster Basket – 1 doz.	8.95
Catfish Basket – Delta Pride	8.25
Crawfish Basket – 1/2 lb. of tails	8.95

Kurt W. "Mike" Steinmann

This profile introduces Kurt W. "Mike" Steinmann. The man responsible for creating many different successful restaurants in Houston Texas. From idea to design, from concepts to management, Mr. Steinmann produced these state-of-the-art success stories.

Mr. Steinmann immigrated to Houston from Germany in the 1960's. When he opened his first restaurant, he became an immediate success and began creating his amazing entrepreneurial fortune. Native Houstonians have enjoyed experiencing the "Mike Steinmann" entertainment and dining legacy for over three decades.

The Bismark, a unique and elegant restaurant was the beginning of an era of high performing sales in the restaurant community of Houston. The Boccaccio restaurants won multiple awards in design, and drew record crowds in the 70's and 80's. In researching Mike Steinmann's thirty-six years in business it's easy to see why the Houston Business Journal calls him "a fixture in the Houston entertainment scene" and; "he is on top of what people like in entertainment". With a history like Mike Steinmann's it is no wonder that so many business people call Mike the "Entertainment Expert" and ask for his advice and guidance.

The profile below details information on some of the many projects designed by Kurt W. "Mike" Steinmann during his more than three decades in business. The image, concept, design, promotion, and management were all developed by Mike Steinmann.

SAM'S PUB AND GRILL (5636 Richmond Avenue)
The pub boasts a wide variety of imported and domestic beers, as well as wines and cocktails. Moreover, the menu offerings at Sam's include traditional Irish fare (such as Irish Stew, Shepherd's Pie, Corned Beef Sandwiches) and all-American favorites (such as Salads, Pizza, and Hamburgers with Fries). On Saint Patrick's Day, patrons are taken on a musical tour of Irish traditions; during the rest of the year, patron's are welcome to enjoy top, live entertainment or an eclectic mixture of music.

BAIT CAMP (6767 Richmond Avenue)
An indoor/outdoor island-style restaurant featuring an inexpensive menu.

BUCOO'S CANTINA AND MEXICAN KITCHEN (1050 Westbelt North #100)
A Mexican Kitchen and Cantina featuring a new rendition of Tex-Mex food. The large outdoor patio featured live retro-rock, zydeco, and Caribbean music.

SRO RESTAURANT (1800 Post Oak Boulevard)
The SRO Restaurant featured a trendy west coast interior that borrowed many ideas from the internationally acclaimed Spago's Restaurant in Los Angeles. The Spago's trained chefs prepared expensive California nouvelle cuisine.

BOCCACCIO POST OAK (1800 Post Oak Boulevard)
A luxurious, elegant, and expensive private member supper club that had a contemporary interior. Boccaccio Post Oak won several design awards for it's beautifully designed interior.

THE TEXAS TINHORN BBQ AND SALOON (1605 South Post Oak Boulevard)
A self-service barbecue restaurant. Live country music and a self-service barbecue restaurant. The interior featured a small dance floor in the midst of a tin-barn atmosphere of western wildlife and Texas lore artifacts.

MIRAGE RESTAURANT (1641 S. Voss)
A continental cuisine restaurant featuring a wide array of great specialties. The unique decor made you feel as though you were visiting the streets of Casablanca.

RIVOLI RESTAURANT (5636 Richmond Avenue)
The expensive and exclusive continental cuisine restaurant attracted the fashionable Houston crowd. The piano bar highlighted local popular musicians.

MIKE AND WILLIE'S INNOVATION (6015 Westheimer)
The eclectically designed steak house was known in Houston for superb mesquite grilled fare.

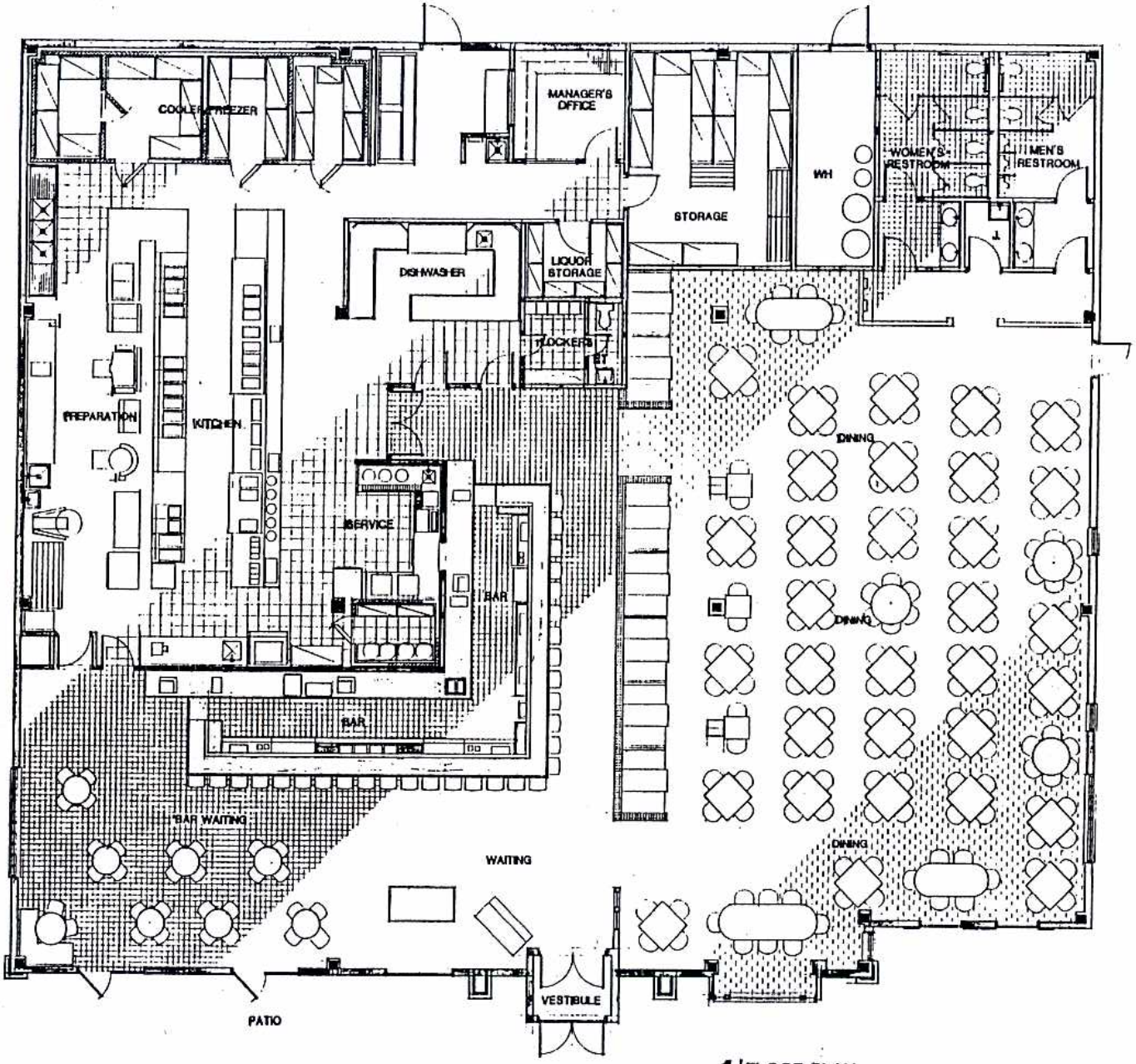
PORTOBELLO'S RESTAURANT (8503 Westheimer)
This Northern Italian Restaurant offered casual ambiance and live entertainment. Houstonians gathered at Portobello's to celebrate special occasions and events.

BOCCACCIO 2000 (402 Lovett)
An elegant supper club in a tropical setting. Boccaccio 2000 was very popular in Houston for years.

ALEXANDER'S RESTAURANT (217 Westheimer)
An outdoor patio Bistro offered quaint and quiet ambiance for the discriminating Houstonian. The menu included Italian specialties and deserts.

MICHELANGELO'S RESTAURANT (307 Westheimer)
Houston's first sidewalk cafe. Michelangelo's offered a European mood and surroundings coupled with affordable Italian specialties.

BISMARK RESTAURANT (719 Franklin)
Located in the market square area of Houston, Bismark was an old-world-charm restaurant. Crystal chandeliers, violins, and expensive continental, German and Viennese specialty cuisine started the Steinmann success era.



1 'FLOOR PLAN

8/23/96 DESIGN REVIEW

KASTENDIECK-STEFFEY ARCHITECTS
HOUSTON, TX 713-880-0
MOUNTAIN VIEW, CA 415-949-9

KSA

ATCHAFALAYA
RIVER CAFE
3
ADDISON, TEXAS

SEATING CALCULATIONS

DINING		
2-TOPS	3	6
4-TOPS	39	156
6-TOPS	5	30
8-TOPS	1	8
	48	200
BAR		
4-TOPS	8	32
STOOLS	-	30
	8	62
PATIO		
4-TOPS	10	40
TOTAL	66	302

FLOOR PLAN

A2

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 9, 2004

Subject: CASE 1447-SUP/ Red Baron

If this space has areas exceeding 5000 square feet between fire barriers a fire sprinkler will be required.

Memorandum

DATE: January 14, 2004
TO: Carmen Moran, Director of Development Services
FROM: Slade Strickland, Director of Parks & Recreation
SUBJECT: **Case 1447-SUP/Red Baron**

A revised landscape needs to be submitted that reflects the amount of existing landscaping versus the proposed landscaping. The plan does not show the amount of landscaping that will be removed with the wood decking.

The site is tight on required landscaping, so any reduction might put it under the 20 percent required under the landscape regulations. This information needs to be provided before we can complete final review and recommendations.

Final plans will need to be stamped by a landscape architect licensed in the State of Texas.

#R6-3

HARKINSON
INVESTMENT
CORPORATION

January 14, 2004

Carmen Moran
Director of Development Services
Town of Addison
PO Box 9010
Addison, TX 75001

BY CERTIFIED MAIL: #Z271676100

Re: Notice of Hearing
Case #1447-SUP/Red Baron (formerly Landry's)
4440 Beltline Road
Addison, TX 75001

Dear Ms. Moran:
Pursuant to your Notice received 1/13/04 with regards to a Hearing scheduled for 1/22/04 on the above referenced case, we are in receipt of the plans for the proposed restaurant.

Our concern is that the patio area will be used for outdoor music/concerts, which potentially would not allow our tenants the quiet enjoyment of their lease space as required under the terms of their individual Leases at our neighboring property Addison Park Place, located at 4560 Beltline Road.

As the owner of Addison Park Place, a 7-Building office complex with approximately 200,000 sf of rental suites neighboring this proposed restaurant, we would want to be assured that the City would be certain that music would be restricted to the inside of the facility before we would support such a petition.

Although we will not be able to attend the Hearing, we would request that our comments in this letter be formally read into the record objecting to the petition unless a guarantee can be made that no exterior music will be allowed.

Thank you.

Sincerely,

Bill Walker

Bill Walker
Addison Park, Ltd.

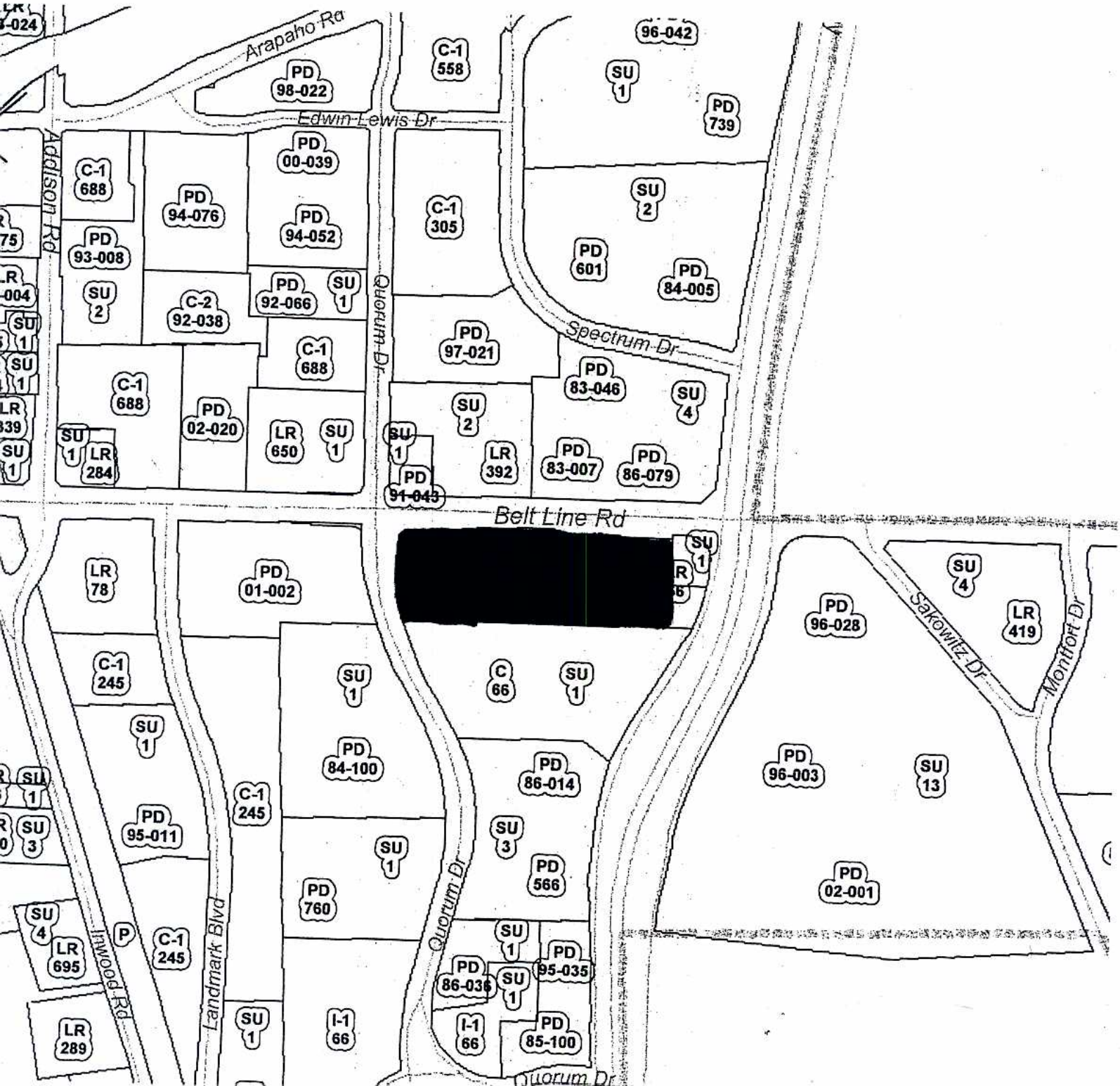
4455 LBJ Freeway • Suite 812 • Dallas, Texas 75244 • 972/934-8414 • fax 972/934-8480

ITEM #R6-4 IS NOT AVAILABLE ELECTRONICALLY

#R7-1

1448-SUP

Case 1448-SUP/Buffalo Wild Wings Grill and Bar. Requesting approval of a Special Use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5000 Belt Line, Suite 100, on application from Texas BWW Restaurants, Inc, represented by Mr. Joel Rich, Attorney at Law



#R7-2

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FAX (972) 450-7043

Addison 50!
50 YEARS OF FUN!

January 22, 2004

STAFF REPORT

RE: Case 1448-SUP/Buffalo Wild Wings Grill and Bar

LOCATION: 5000 Belt Line Road, Suite 100
Addison Walk Shopping Center

REQUEST: Approval of a Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only

APPLICANT: Texas BWW Restaurants, Inc., represented by Mr. Joel Rich

DISCUSSION:

Background. This lease space is located in the Plaza at the Quorum Shopping Center. The Center is undergoing a renovation, and will be re-named "Addison Walk" (Case 1444-Z). The Council approved the rezoning plan for the shopping center on January 13, 2004. The goal of the redevelopment is to allow room for additional restaurants in the center, and this would be the second of the new restaurants. Nothing But Noodles, the first new restaurant in the center, was also approved by the Council on January 13th.

Buffalo Wild Wings Grill and Bar is a restaurant chain out of Minneapolis, Minnesota. There is currently a Buffalo Wild Wings on the southeast corner of the intersection of Frankford and Marsh Lane.

Proposed Plan. The floor plan shows a 5,830 square foot restaurant with seating for 270. The plans do not indicate any patio dining. The restaurant will offer wings, burgers and sandwiches with a deli style counter for ordering. The restaurant has a separate bar area. The plan is not scaled, so specific measurements could not be

made. However, the dining/waiting/restrooms take about 44% of the floor area, the kitchen takes approximately 30% of the floor space, and the bar takes up approximately 26% of the floor area. There are tables in the bar area, and they are indicated as "dining." Since restaurants in Addison are required to separate smoking and non-smoking areas for diners, many restaurants are now using their bar areas as the dining area for smokers.

Landscaping. As discussed last month, the landscaping for this center will be renovated. The new landscaping must be installed and an inspection of the irrigation system done before a Certificate of Occupancy can be issued for this restaurant.

Parking. Restaurant uses in this center have a parking ratio of one space per 180 square feet. This restaurant will require 33 spaces under the new requirement. The site will provide sufficient parking. However, the property owner should be aware that there is a limit to how much new (excluding the existing vacant space that was formerly Tony Roma's) restaurant space can be added to the center. The PD zoning allowed for 13,396 square feet of restaurant uses to be added (interior and patio space). The Nothing But Noodles space and this space will take 9,363 of that additional space; therefore, 4,033 square feet of restaurant/patio space can be added to the center.

Food Service Code. This restaurant will require a grease trap, and the applicant should be advised that it will be subject to all regulations contained in the Addison Food Service Ordinance.

Signage. The applicant has not shown signs on the plans, but should be advised that signs cannot be approved through this process. All signs for the restaurant must comply with the requirements of the Addison Sign Ordinance. The applicant should be aware that the Town has a policy against allowing any exterior signs, which contain the words "bar", "tavern" or any terms, or graphic depictions, which relate to alcoholic beverages. Therefore, the staff recommend against allowing the Buffalo Wild Wings Grill and Bar sign on the exterior of the restaurant.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant subject to the following conditions:

-the new landscaping for the site shall be installed and the irrigation system for the site inspected prior to the issuance of a Certificate of Occupancy for this restaurant.

-the applicant shall not use any terms, including the term "bar," "tavern," or any graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

C Moran

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of your request subject to the following conditions:

-the new landscaping for the site shall be installed and the irrigation system for the site inspected prior to the issuance of a Certificate of Occupancy for this restaurant.

-the applicant shall not use any terms, including the term "bar," "tavern," or any graphic depictions that denote alcoholic beverages in exterior signs.

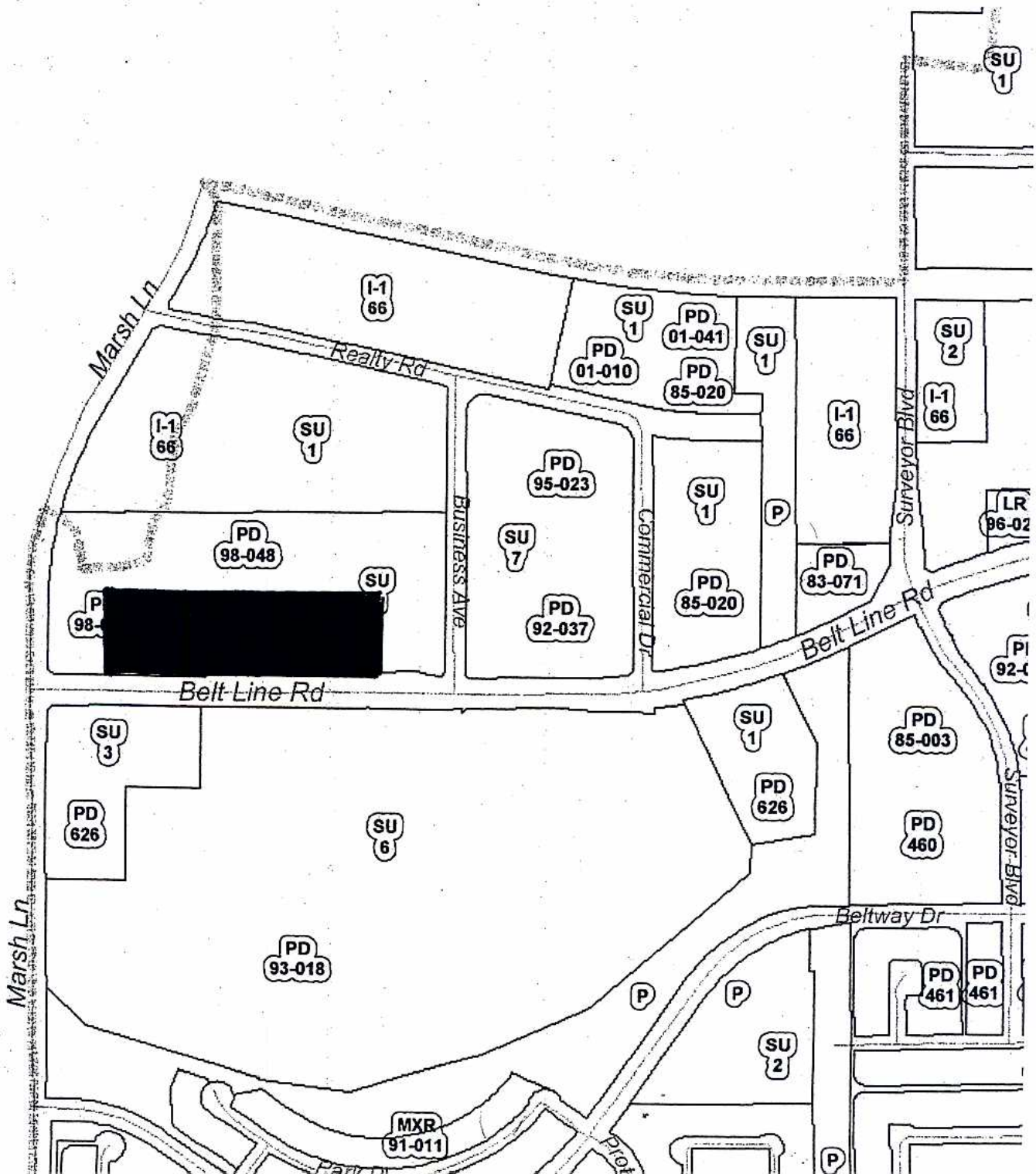
Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

ITEM #R7-3 IS NOT AVAILABLE ELECTRONICALLY

#R8-1

1449-SUP

Case 1449-SUP/Cold Stone Creamery. Requesting approval of a Special Use Permit for a restaurant, located at 3713 Belt Line Road, on application from Mr. MCCR Management, LLC, represented by Mr. Chris Reynolds.



#R8-2

Addison 50!

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TOWN OF ADDISON®

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

January 19, 2004

STAFF REPORT

RE: Case 1449-SUP/Cold Stone Creamery

LOCATION: 3713 Belt Line Road

REQUEST: Approval of a Special Use Permit for a restaurant.

APPLICANT: Mr. Chris Reynolds

DISCUSSION:

Background. The applicant in this request seeks to open a 1,200 square foot ice cream and coffee shop in a lease space in a shopping center at the northeast corner of Marsh Lane and Belt Line Road. The space is located next to Mama Fu's Noodle House that was approved by the Council on November 11, 2003, and is currently in the permit process.

Proposed Plan. The floor plan shows an ice cream shop with three tables and a counter for ordering ice cream. The applicant has not indicated any patio or outside seating. The plan shows only one restroom. The space was originally a retail shop, which only required one restroom. However, the applicant is changing the use to increase the number of people who will occupy the shop at one time. The Building Code requires two restrooms for any use that will have over 15 people (employees + customers) in the space at one time. Therefore, another restroom needs to be added. The new restroom should also be handicap-accessible (memo from Lynn Chandler attached).

Landscaping. The landscaping for this center is already in place. The Parks Department notes that it meets the requirements of the ordinance and is generally well-maintained.

Parking. Restaurant uses within a mixed-use center require a parking ratio of one space per 100 square feet. This ice cream shop requires 12 spaces. The developer has provided 246 spaces. The center only requires 161 spaces at a 1/200 retail ratio; therefore, there is sufficient parking for this restaurant use.

Food Service Code. At this point, the restaurant will not require a grease trap. However, should the applicant expand the menu in the future, a trap may have to installed. The restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signage. No signs are shown on the space. The applicant should be aware that all signage for the restaurant must comply with the requirements of the Addison Sign Ordinance.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant subject to no conditions.

Respectfully submitted,

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on January 29, 2004, voted to recommend approval of your request subject to no conditions.

Voting Aye: Bernstein, Braun, Herrick, Jandura
Voting Nay: None
Absent: Benjet, Doepfner

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: January 9, 2004

Subject: CASE 1449-SUP/Cold Stone Creamery

This space has an occupant load exceeding fifteen therefore a male and female accessible restroom will be required per Chapter 29 of the 2000 IBC.

ITEM #R8-3 IS NOT AVAILABLE ELECTRONICALLY

Council Agenda Item: #R9

SUMMARY:

The Town of Addison has just completed a revision to the Town's Emergency Management Plan. Town Council approval is required before we can forward it to the Texas Department of Public Safety, Division of Emergency Management for their approval process.

FINANCIAL IMPACT:

***Budgeted Amount*:** Printing costs are within the existing Office Supply Account
Cost: Less than $1,000.00

BACKGROUND:

The objective of this plan is to protect public health and safety and preserve public and private property within the Town. This plan organizes the Town's resources, both personnel and equipment, to respond to large-scale emergencies and/or disasters. It also identifies how the Town would request outside assistance should the disaster exceed its response capabilities.

RECOMMENDATION:

The Addison Fire Department recommends the Town Council of the Town of Addison adopt the revised Emergency Management Plan in order to enhance the Town of Addison emergency preparedness.

#R9-2

MEMORANDUM

TO: Mayor and Town Council
Town of Addison

FROM: Noel Padden
Fire Chief

DATE: February 4, 2004

SUBJECT: Adoption of the Town of Addison Revised Emergency Management Plan

The Town of Addison has maintained an Emergency Management Plan (EMP) since 1992. The objectives of this plan are to protect public health and safety and preserve public and private property within the Town of Addison.

This emergency management plan is a very large document. It is designed to specific standards mandated by the Texas Department of Public Safety, Division of Emergency Management. The reason for the rigid standards is to assure that local government plans will work together. Most disasters do not stop at geopolitical boundaries so it's important that all municipal plans work together.

This type of emergency management plan is known as a "multi hazard or all hazard plan" which means that it is designed to handle a wide range of emergencies and disasters. The basic plan serves as the framework from which our disaster response will be initiated. Only those annexes required to handle a particular disaster will be utilized. For example, if we experience an interruption in water delivery to the public, only those annexes that would be required to handle this emergency would be initiated. The shelter annex, donations management annex, search and rescue annex, etc. would not be utilized. Also within each annex, there are varying levels of resources and responses that can be used. By designing the emergency management plan in this fashion, it allows the plan to expand and retract to meet the particular needs of each emergency/disaster. Only those resources needed are implemented.

Town staff has been assigned responsibility for various portions or annexes. If these annexes need to be activated during a disaster, the designated staff will be responsible for its implementation. They are also responsible for keeping their annexes up to date. Fire Department staff is available to assist them with these updates.

This entire plan is in a constant state of revision. There are ongoing revisions such as emergency resources needed, emergency contacts, available equipment and other revisions. Staff does its best to keep the plan current.

The Texas State Department of Public Safety, Division of Emergency Management also reviews this plan for compliance with their standards. Once they approve our plan, we are eligible to participate in various grant opportunities and have access to state resources as needed.

A copy of the Town of Addison Emergency Management Basic Plan is attached for your review and approval. As noted earlier, the basic plan serves as the framework from which our disaster response will be initiated. Town staff responsible for implementation has approved the various annexes.

Should you have questions concerning the Town's Emergency Management Plan, please contact me at your convenience.

Enclosure

NBP/n

#R9-3

RESOLUTION NO. ___-___

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS TO ADOPT THE REVISED EMERGENCY MANAGEMENT PLAN IN ORDER TO ENHANCE THE TOWN OF ADDISON EMERGENCY PREPAREDNESS.

WHEREAS, the Town of Addison is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property; and,

WHEREAS, the Town of Addison has the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the Town; and,

WHEREAS, the Town of Addison has organized its resources for the benefit of residents and business affected during a disaster; and,

WHEREAS, the Town of Addison Emergency Management Plan has recently been revised; now, therefore,

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

THAT, the City Council does hereby adopt the Revised Town of Addison Emergency Management Plan to enhance its emergency preparedness.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 10th day of February 2004.

_____
Mayor

ATTEST:

_____
City Secretary

#R9-4

EMERGENCY MANAGEMENT PLAN

FOR

TOWN OF ADDISON

Ver 1.10
01-2004

APPROVAL & IMPLEMENTATION

THE TOWN OF ADDISON

Emergency Management Plan

This emergency management plan is hereby approved. This plan is effective immediately and supercedes all previous editions.

_____ _____

Mayor Date

RECORD OF CHANGES

Basic Plan

Change #	Date of Change	Change Entered By	Date Entered
01-REVISION	01-01-2004	NOEL PADDEN	01-01-2004

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BASIC PLAN

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Federal Response Plan
6. Federal Radiological Emergency Response Plan

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 433 (State of Emergency)
3. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
4. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
5. Executive Order of the Governor Relating to Emergency Management
6. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
7. State of Texas Emergency Management Plan

C. Local

1. Town of Addison Code of Ordinances Chapter 2, Section 2-72.
2. Town of Addison Code of Ordinances Chapter 30, Section 30-31 through 30-37 dated 1982.
3. INTER-LOCAL AGREEMENTS AND CONTRACTS. SEE THE SUMMARY IN ATTACHMENT 6.
4. TOWN OF ADDISON CHARTER SECTION 2.08 (W, X) (POWERS OF THE CITY COUNCIL).
5. TOWN OF ADDISON CHARTER SECTION 11.26 (DISASTER CLAUSE).

II. PURPOSE

This Basic Plan outlines the Town of Edison's approach to emergency operations. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes the Mayor and other elected officials, emergency management staff, department and division heads and their senior staff members, leaders of local volunteer organizations that support emergency operations, and others who may participate in our mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
EOC	Emergency Operations or Operating Center
EPI	Emergency Public information
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency
Hazmat	Hazardous Material
ICP	Incident Command Post
ICS	Incident Command System
OSHA	Occupational Health & Safety Administration
SOPs	Standard Operating Procedures
TSA	The Salvation Army

B. Definitions

1. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety. The Town of Addison resides in Disaster District 1A (Garland).

2. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant) and representatives of the state agencies and volunteer groups represented on the State Emergency Management Council with resources in the district. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies. The Town of Addison DDC Chairperson resides at the Department of Public Safety offices in Garland.

3. Emergency Operations or Operating Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation. The Town of Addison emergency operating center is located at fire station one in the training room, 4798 Airport Parkway, Addison, TX 75001.

4. Emergency Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster.

5. Emergency Situation. As used in this plan, this term is intended to describe a range of situations, from an incident to a major disaster. It includes the following:

   a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:

1) Involves a limited area and/or limited population.
2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
3) Warning and public instructions are provided in the immediate area, not community-wide.
4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
5) May require limited external assistance from other local response agencies or contractors.

b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:

1) Involves a large area, significant population, or important facilities.
2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
3) May require community-wide warning and public instructions.
4) Requires a sizable multi-agency response operating under an incident commander.
5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
6) The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.

c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its own resources. Characteristics include:

1) Involves a large area, a sizable population, and/or important facilities.
2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
3) Requires community-wide warning and public instructions.
4) Requires a response by all local response agencies operating under one or more incident commanders.
5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.

6. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.

7. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence. Is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Includes toxic substances, certain infectious

agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

8. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as a mutual aid agreement or automatic aid agreement.

9. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level and are used as guidelines for handling a particular situation.

IV. SITUATION AND ASSUMPTIONS

A. Situation

The Town of Addison is exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of our major hazards is provided in Figure 1. More detailed information is provided in our Hazard Analysis, published separately.

Figure 1

HAZARD SUMMARY

	Likelihood of Occurrence*	**Estimated Impact on Public Health & Safety**	**Estimated Impact On Property**
Hazard Type:	(See below)	**Limited Moderate Major**	**Limited Moderate Major**
Natural			
Drought	OCCASIONAL	MODERATE	LIMITED
Earthquake	UNLIKELY	LIMITED	LIMITED
Flash Flooding	OCCASIONAL	LIMITED	LIMITED
Flooding (river or tidal)	UNLIKELY	LIMITED	LIMITED
Hurricane	UNLIKELY	LIMITED	LIMITED
Subsidence	LIKELY	LIMITED	MODERATE
Tornado	LIKELY	MODERATE	MAJOR
Wildfire	UNLIKELY	LIMITED	LIMITED
Winter Storm	LIKELY	MODERATE	MODERATE
Technological			
Aircraft Accident	OCCASIONAL	LIMITED	MAJOR
Energy/Fuel Shortage	UNLIKELY	LIMITED	LIMITED
Hazmat/Oil Spill (fixed site)	OCCASIONAL	LIMITED	LIMITED
Hazmat/Oil Spill (transport)	OCCASIONAL	LIMITED	LIMITED
Major Structural Fire	OCCASIONAL	MODERATE	MODERATE
Nuclear Facility Incident	UNLIKELY	IMAJOR	MAJOR
Water System Failure	UNLIKELY	MAJOR	MAJOR
Security			
Civil Disorder	UNLIKELY	LIMITED	LIMITED
Enemy Military Attack	UNLIKELY	LIMITED	LIMITED
Terrorism	UNLIKELY	MODERATE	MODERATE
* **Likelihood of Occurrence**: Unlikely, Occasional, Likely, or Highly Likely			

B. Assumptions

1. The Town of Addison will continue to be exposed to and subject to the impact of those hazards described above and as well as lesser hazards and others that may develop in the future.

2. It is possible for a major disaster to occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.

3. Outside assistance will be available in most emergency situations, affecting the Town of Addison. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.

4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

5. EOC staff requiring support services such as secretaries, assistants, technical staff, etc. must arrange to have them present via the annexes they are responsible for.

V. CONCEPT OF OPERATIONS

A. Objectives

The objectives of the Town's emergency management program are to protect public health and safety and preserve public and private property.

B. General

1. It is our responsibility to protect public health and safety and preserve property from the effects of hazardous events. We have the primary role in identifying and mitigating hazards, preparing for and responding to, and managing the recovery from emergency situations that affect the Town of Addison.

2. It's impossible for government to do everything that is required to protect the lives and property of our population. Our citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. We will assist our citizens in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.

3. The Town of Addison is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting for emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.

4. To achieve our objectives, we have organized an emergency program that is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of our preparedness activities.

5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during <u>any</u> emergency situation and is not a collection of plans for specific types of incidents. For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.

6. Department directors of departments and divisions tasked in this plan are responsible to develop and keep current standard operating procedures that describe how emergency tasks will be performed. Departments and divisions are charged with insuring the training and equipment necessary for an appropriate response are in place. The emergency management coordinator is available to assist department directors as needed.

7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.

C. Operational Guidance

1. Initial Response. Our emergency responders will be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. They will seek guidance and direction from our local officials and seek technical assistance from state and federal agencies and industry where appropriate.

2. Implementation of ICS

   a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a ranking or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.

   b. For some types of emergency situations, a specific incident scene may not exist in the initial response phase and the EOC may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and a specific impact site or sites identified, an incident command post may be established, and direction and control of the response transitioned to the Incident Commander.

3. Source and Use of Resources.

   a. The Town of Addison will use our own resources to respond to emergency situations, purchasing supplies and equipment if necessary, and request assistance if our resources are insufficient or inappropriate. §418.102 of the Government Code provides that Dallas County should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, Addison will:

      1) Summon those resources available to us pursuant to inter-local agreements. See Attachment 6 to this plan, which summarizes the inter-local agreements and identifies the officials authorized to request those resources.
      2) Summon emergency service resources that we have contracted for. See Attachment 6.
      3) Request assistance from volunteer groups active in disasters.
      4) Request assistance from industry or individuals who have resources needed to deal with the emergency situation.

   b. When external agencies respond to an emergency situation within the Town of Addison, we expect them to conform to the guidance and direction provided by our incident commander.

D. Incident Command System (ICS)

1. We intend to employ the ICS in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Attachment 7.

2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.

3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through the Town of Addison and/or automatic/mutual aid agreements.

4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Command structure. This arrangement helps to ensure that all participating agencies are involved in developing

objectives and strategies to deal with the emergency. Attachment 7 provides additional information on Unified Command.

E. ICS - EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. The EOC is located at Fire Station One in the training room, 4798 Airport Parkway, Addison, TX 75001. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.

2. The incident commander is generally responsible for field operations, including:

   a. Isolating the scene.
   b. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
   c. Warning the population in the area of the incident and providing emergency instructions to them.
   d. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
   e. Implementing traffic control arrangements in and around the incident scene.
   f. Requesting additional resources from the EOC.

3. The EOC is generally responsible for:

   a. Providing resource support for the incident command operations.
   b. Issuing community-wide warning.
   c. Issuing instructions and providing information to the general public.
   d. Organizing and implementing large-scale evacuation.
   e. Organizing and implementing shelter and mass care arrangements for evacuees.
   f. Coordinating traffic control for large-scale evacuations.
   g. Requesting assistance from the State and other external sources.

4. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC.

F. State, Federal, & Other Assistance

1. State & Federal Assistance

   a. If Town of Addison and local resources are inadequate to deal with an emergency situation, we will request assistance from the State. State assistance furnished to local governments is intended to supplement local resources and not substitute for such resources, including mutual aid resources, equipment purchases or leases, or

resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance

b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson (Highway patrol captain), who is located at the Department of Public Safety District Office in Garland at 350 West IH 30, Garland, TX 75043 (214) 861-2155 or (214) 861-2000. See Appendix 2 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the Town of Addison Mayor and may be made by telephone, fax, or teletype. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.

c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the district to the State EOC in Austin for action.

2. Other Assistance

a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).

b. For major emergencies and disasters for which a Presidential declaration has been issued, federal agencies may be mobilized to provide assistance to states and local governments. The *Federal Response Plan (FRP)* describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The *Federal Radiological Emergency Response Plan (FRERP)* addresses the federal response to major incidents involving radioactive materials.

c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.

2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the Mayor and City Manager, with a number of powers to control emergency situations. If necessary, the Mayor shall use these powers during emergency situations. These powers include:

   a. Emergency Declaration. In the event of riot or civil disorder, the Mayor may request the Governor to issue an emergency declaration for this jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.

   b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the Mayor may by executive order or proclamation declare a local state of disaster. The Mayor may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act *on an appropriate local scale* in order to cope with the disaster. These powers include:

      1) Suspending procedural laws and rules to facilitate a timely response.
      2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
      3) Restricting the movement of people and occupancy of premises.
      4) Prohibiting the sale or transportation of certain substances.
      5) Implementing price controls.

      A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

   c. Authority for Evacuations. State law does not authorize the Governor or local officials to issue mandatory evacuation orders. State and local officials may recommend evacuation of threatened or stricken areas.

H. Activities by Phases of Emergency Management

1. This plan addresses emergency actions that are conducted during all four phases of emergency management.

   a. Mitigation

      The Town of Addison will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Mitigation.

   b. Preparedness

Addison will conduct preparedness activities to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the Town's emergency management program are:

1) Providing emergency equipment and facilities.
2) Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
3) Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
4) Conducting periodic drills and exercises to test our plans and training.

c. Response

The Town of Addison will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

d. Recovery

If a disaster occurs, the Town will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. Organization

1. General

Most departments and divisions within Addison have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Attachment 3 depicts our emergency organization.

2. Executive Group

The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group for the Town of Addison includes the Mayor, City Manager(s), and Emergency Management Coordinator(s).

3. Emergency Services

   Emergency services include the Incident Commander and those departments, divisions, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

4. Emergency Support Services

   This group includes departments and divisions that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

5. Volunteer and Other Services

   This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

1. General

   For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel may be assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Attachment 4 summarizes the general emergency responsibilities of local officials, department and agency heads, and other personnel.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Attachment 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found the functional annexes to this Basic Plan.

3. Executive Group Responsibilities

   a. The Mayor will:

      1) Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program. This is accomplished by approving the emergency management plan.

2) Monitor the emergency response during disaster situations and provides direction where appropriate.
3) With the assistance of the Public Information Officer, keep the public informed during emergency situations.
4) With the assistance of the legal staff, declare a local state of disaster, request the Governor declare a state of emergency, or invoke the emergency powers of government when necessary.
5) Request assistance from other local governments or the State when necessary
6) Direct activation of the EOC.

b. The City Manager will:

1) Implement the policies and decisions of the governing body relating to emergency management.
2) Organize the emergency management program and identifies personnel, equipment, and facility needs.
3) Assign emergency management program tasks to departments and agencies.
4) Ensure that departments and agencies participate in emergency planning, training, and exercise activities.
5) Coordinate the operational response of local emergency services.
6) Coordinate activation of the EOC and supervise its operation.

c. The Emergency Management Coordinator and/or assistant EMC will:

1) Serve as the staff advisor to the Mayor and City Manager on emergency management matters.
2) Keep the Mayor, and City Manager and governing body apprised of our preparedness status and emergency management needs.
3) Coordinate local planning and preparedness activities and the maintenance of this plan.
4) Prepare and maintain a resource inventory.
5) Arrange appropriate training for local emergency management personnel and emergency responders.
6) Coordinate periodic emergency exercises to test our plan and training.
7) Manage the EOC, develop procedures for its operation, and conduct training for those who staff it.
8) Activate the EOC when required.
9) Perform day-to-day liaison with the state emergency management staff and other local emergency management personnel.
10) Coordinate with organized volunteer groups and businesses regarding emergency operations.

4. Common Responsibilities

All emergency services and support services will:

a. Provide personnel, equipment, and supplies to support emergency operations upon request.

b. Develop and maintain SOPs for emergency tasks.

c. Provide trained personnel to staff the incident command post and EOC and conduct emergency operations.

d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.

e. Report information regarding emergency situations and damage to facilities and equipment to the Incident Commander and/or the EOC.

5. Emergency Services Responsibilities

a. The Incident Commander will:

1) Manage emergency response resources and operations at the incident site command post to resolve the emergency situation.

2) Determine and implement required protective actions for response personnel and the public at an incident site.

b. Warning.

1) Primary responsibility for this function is assigned to the Police Chief who will prepare and maintain Annex A (Warning) to this plan and supporting SOPs. The warning function may be delegated to the Public Safety Communications Manager and/or the Communications Supervisor.

2) Emergency tasks to be performed include:

a) Receive information on emergency situations.
b) Alert key local officials of emergency situations.
c) Disseminate warning information and instructions to the public through available warning systems.
d) Disseminate warning and instructions to special facilities such as schools and hospitals.

c. Communications.

1) Primary responsibility for this function is assigned to the Communications Supervisor who will prepare and maintain Annex B (Communications) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Identify the communications systems available with the local area and determine the connectivity of those systems.
b) Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies.
c) Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.

d. Radiological Protection.

1) Primary responsibility for this function is assigned to the EMS/Training Division Chief, who will prepare and maintain Annex D (Radiological Protection) to this plan and supporting SOPs.
2) Emergency tasks to be performed include:

    a) Maintain inventory of radiological equipment.
    b) Ensure response forces include personnel with current training in radiological monitoring and decontamination.
    c) Respond to radiological incidents and terrorist incidents involving radiological materials.
    d) Make notification concerning radiological incidents to state and federal authorities.

e. Evacuation.

1) Primary responsibility for this function is assigned to the Police Chief who will prepare and maintain Annex E (Evacuation) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

    a) Identify areas where evacuation has been performed or may be needed in the future and determine population at risk.
    b) Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements.
    c) Develop simplified planning procedures for ad hoc evacuations.
    d) Determine emergency public information requirements.
    e) Perform evacuation planning for special needs facilities (schools, hospitals, nursing homes, and other institutions).

f. Firefighting.

1) Primary responsibility for this function is assigned to the Deputy Fire Chief-Operations who will prepare and maintain Annex F (Firefighting) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

    a) Fire prevention activities.
    b) Fire detection and control.
    c) Hazardous material and oil spill response.
    d) Terrorist incident response.
    e) Evacuation support.
    f) Post-incident reconnaissance and damage assessment.
    g) Fire safety inspection of temporary shelters.
    h) Prepare and maintain fire resource inventory.

g. Law Enforcement.

1) Primary responsibility for this function is assigned to the Police Chief who will prepare and maintain Annex G (Law Enforcement) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

   a) Maintenance of law and order.
   b) Traffic control.
   c) Terrorist incident response.
   d) Provision of security for vital facilities, evacuated areas, and shelters.
   e) Access control for damaged or contaminated areas.
   f) Warning support.
   g) Post-incident reconnaissance and damage assessment.
   h) Prepare and maintain law enforcement resource inventory.

h. Health and Medical Services.

1) Primary responsibility for this function is assigned to the Division Chief for Emergency Medical Services/Training who will prepare and maintain Annex H (Health & Medical Services) to this plan and supporting SOPs. The Town of Addison Health Inspector will be assigned to work within this area.

2) Emergency tasks to be performed include:

   a) Coordinate health and medical care and EMS support during emergency situations.
   b) Public health information and education.
   c) Inspection of food and water supplies.
   d) Develop emergency public health regulations and orders.
   e) Coordinate collection, identification, and internment of deceased victims.

i. Direction and Control.

1) Primary responsibility for this function is assigned to the City Manager and EMC. The EMC will prepare and maintain Annex N (Direction & Control) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

   a) Direct and control our local operating forces.
   b) Maintain coordination with neighboring jurisdictions and the Disaster District in Garland.
   c) Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC rapidly.
   d) Assigns representatives, by title, to report to the EOC and develops procedures for crisis training.
   e) Develops and identifies the duties of the staff, use of displays and message forms, and procedures for EOC activation.

f) Coordinates in consultation with the Police Chief, the evacuation of areas at risk.

j. Hazardous Materials & Oil Spill.

1) The primary responsibility for this function is assigned to the Deputy Fire Chief-Operations who will prepare and maintain Annex Q (Hazardous Material & Oil Spill Response) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) In accordance with OSHA regulations, establish ICS to manage the response to hazardous materials incidents.
b) Coordinate external technical assistance and equipment support for hazmat incident.
c) Establish the hazmat incident functional areas (e.g., Hot Zone, cool zone, Cold Zone, etc.)
d) Determine and implement requirements for personal protective equipment for emergency responders.
e) Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs.
f) Determine areas at risk and which public protective actions, if any, should be implemented.
g) Apply appropriate firefighting techniques if the incident has, or may, result in a fire.
h) Determines when affected areas may be safely reentered.

k. Search & Rescue.

1) The primary responsibility for this function is assigned to the Deputy Fire Chief-Operations, who will prepare and maintain Annex R (Search and Rescue) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Coordinate and conduct search and rescue activities.
b) Identify requirements for specialized resources to support rescue operations.
c) Coordinate external technical assistance and equipment support for search and rescue operations (see Metrocrest Area Rescue Team Directory in Search & Rescue Annex).

l. Terrorist Incident Response.

1) Primary responsibility for this function is assigned to the Police Chief who will prepare and maintain Annex V (Terrorist Incident Response) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Coordinate and carry out defensive anti-terrorist activities, including criminal intelligence, investigation, protection of facilities, and public awareness activities.
b) Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities.
c) Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property.
d) Ensure required notification of terrorist incidents is made to state and federal authorities.

6. Support Services Responsibilities

a. Shelter and Mass Care.

1) Primary responsibility for this function is assigned to the Dallas Area Chapter of the American Red Cross via the Parks & Recreation Director who will prepare and maintain Annex C (Shelter and Mass Care) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Perform emergency shelter and mass care planning.
b) Coordinate and conduct shelter and mass care operations with other departments, relief agencies, and volunteer groups.

b. Emergency Public Information.

1) Primary responsibility for this function is assigned to the Marketing & Communications Manager who will prepare and maintain Annex I (Emergency Public Information) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Conduct on-going hazard awareness and public education programs.
b) Compile and release information and instructions for the public during emergency situations and responds to questions relating to emergency operations
c) Provide information to the media and the public during emergency situations.
d) Arrange for media briefings.
e) Compiles print and photo documentation of emergency situations.

c. Recovery.

1) Primary responsibility for this function is assigned to the Assistant City Manager who will prepare and maintain Annex J (Recovery) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us.
b) Assess and compile information on damage to public and private property and needs of disaster victims and formulate and carry out programs to fill those needs.
c) If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance.
d) If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.

d. Public Works & Engineering.

1) Primary responsibility for this function is assigned to the Town of Addison Public Works Director who will prepare and maintain Annex K (Public Works & Engineering) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Protect government facilities and vital equipment where possible.
b) Assess damage to streets, bridges, traffic control devices, and other public facilities.
c) Direct temporary repair of vital facilities.
d) Restore damaged roads and bridges.
e) Restoration of contract waste treatment and disposal systems.
f) Arrange for debris removal.
g) General damage assessment support.
h) Building inspection support.
i) Provide specialized equipment to support emergency operations.
j) Support traffic control and search and rescue operations.
k) Identify requirements for emergency drinking water and portable toilets to the agency responsible for mass care.

e. Utilities.

1) Primary responsibility for this function is assigned to the TXU Corporation via the Public Works Director who will prepare and maintain Annex L (Energy and Utilities) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Prioritize restoration of utility service to vital facilities and other facilities.
b) Arrange for the provision of emergency power sources where required.
c) Assess damage to, repair, and restore public utilities.

f. Resource Management.

1) Primary responsibility for this function is assigned to the Finance Director who will prepare and maintain Annex M (Resource Management) to this plan and

supporting SOPs. The Town's Special Events Manager will also be assigned to assist in this function.

2) Emergency tasks to be performed include:

a) Maintain an inventory of emergency resources.
b) During emergency operations, locates supplies, equipment, and personnel to meet specific needs.
c) Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency.
d) Establish emergency purchasing procedures and coordinate emergency procurements.
e) Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation.
f) Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations.
g) Establish staging areas for resources, if required.
h) During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed.
i) Maintain records of emergency-related expenditures for purchases and personnel.

g. Human Services.

1) Primary responsibility for this function is assigned to the Parks and Recreation Director. Prepare and maintain Annex O (Human Services) to this plan and supporting SOPs

2) Emergency tasks to be performed include:

a) Identify emergency feeding sites.
b) Identify sources of clothing for disaster victims.
c) Secure emergency food supplies.
d) Coordinate the operation of shelter facilities operated by the American Red Cross.
e) Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others.
f) Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.

h. Hazard Mitigation.

1) The primary responsibility for this function is assigned to the Deputy Chief-Prevention who will prepare and maintain Annex P (Hazard Mitigation) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Maintain the local Hazard Analysis.

b) Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects.
c) In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions.
d) Coordinate and carry out post-disaster hazard mitigation program.

i. Transportation.

1) The primary responsibility for this function is assigned to the Facilities & Fleet Administrator who will prepare and maintain Annex S (Transportation) to this plan and supporting SOPs.
2) Emergency tasks to be performed include:

a) Identifies local public and private transportation resources and coordinates their use in emergencies.
b) Coordinates deployment of transportation equipment to support emergency operations.
c) Establishes and maintains a reserve pool of drivers, maintenance personnel, parts, and tools.
d) Maintains records on use of transportation equipment and personnel for purpose of possible reimbursement.

j. Donations Management.

1) The primary responsibility for this function is assigned to the Salvation Army and Assistant EMC who will prepare and maintain Annex T (Donations Management) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Compile resource requirements identified by the Resource Management staff.
b) Solicit donations to meet known needs.
c) Establish and implement procedures to receive, accept or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services.
d) In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.

k. Legal.

1) The primary responsibility for this function is assigned to the Town Attorney who will prepare and maintain Annex U (Legal) to this plan and supporting SOPs.

2) Emergency tasks to be performed include:

a) Advise local officials on emergency powers of local government and procedures for invoking those measures.
b) Review and advise our officials on possible legal issues arising from disaster operations.
c) Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency.

d) Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.

L. Airport.

1) The primary responsibility for this function rests with the Airport Manager. Prepare and maintain Annex (W) (Airport Services) to this plan and supporting SOP's.
2) Protect Airport Facilities and vital navigation equipment where possible.
3) Coordinate activities with the Federal Aviation Administration.
4) Direct temporary repair of vital facilities.
5) Provide specialized equipment to support airport emergency operations.
6) Conduct general damage assessment at airport facilities.

M. Department and agency heads not assigned a specific function in this plan will be prepared to make their resources available for emergency duty at the direction of our Mayor, City Manager or Emergency Management Coordinator.

7. Volunteer & Other Services

a. Volunteer Groups. The following are local volunteer agencies that can provide disaster relief services and traditionally have coordinated their efforts with our local government. The EMC will coordinate their services.

1) DALLAS Chapter, American Red Cross.

Provides shelter management, feeding at fixed facilities and through mobile units, first aid, replacement of eyeglasses and medications, provision of basic clothing, and limited financial assistance to those affected by emergency situations. The Red Cross also provides feeding for emergency workers.

2) The Salvation Army.

Provides emergency assistance to include mass and mobile feeding, temporary shelter, counseling, missing person services, medical assistance, and the warehousing and distribution of donated goods including food clothing, and household items. It also provides referrals to government and private agencies for special services.

3) Southern Baptist Convention Disaster Relief.

Provides mobile feeding units staffed by volunteers. Active in providing disaster childcare, the agency has several mobile childcare units. Can also assist with clean-up activities, temporary repairs, reconstruction, counseling, and bilingual services.

4) RACES.

The Radio Amateur Civil Emergency Service provides amateur radio support for emergency operations, including communications support in the EOC.

b. Business Support.

The following businesses have agreed to provide support for emergency operations as indicated:

1) Public Works Emergencies: MasTec North America, Inc., 4747 Irving Boulevard, Suite 221, Dallas, TX 75247 (214) 571-2500.

VII. DIRECTION AND CONTROL

A. General

1. The Mayor is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations. During disasters, the Mayor may carry out those responsibilities from the EOC or other designated locations.

2. The City Manager will provide overall direction of the response activities of all our departments. During major emergencies and disasters, the City Manager will normally carry out those responsibilities from the EOC.

3. The Emergency Management Coordinator will manage the EOC.

4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.

5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander. Each department and division is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.

6. If our own resources are insufficient or inappropriate to deal with an emergency situation, we may request assistance from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; also see the Request for Assistance form in Annex M, Appendix 2. External agencies are expected to conform to the general guidance and directed provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.

2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, designated personnel will activate our EOC, which is located at the Addison Fire Department Station One in the Training Room, 4798 Airport Parkway, Addison, TX 75001.

3. The following individuals are authorized to activate the EOC:

   a. Mayor
   b. City Manager and/or Deputy/Assistant City Managers
   c. Emergency Management Coordinator or Assistant EMC.

4. The general responsibilities of the EOC are to:

   a. Assemble accurate information on the emergency situation and current resource data to allow local officials to make informed decisions on courses of action.
   b. Working with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
   c. Provide resource support for emergency operations.
   d. Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
   e. Organize and activate large-scale evacuation and mass care operations.
   f. Provide emergency information to the public.

5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N (Direction and Control). The interface between the EOC and the incident command post is described in paragraph V.E above.

6. Our Alternate EOC is located at the Addison Police Department, 4799 Airport Parkway, Addison, TX. This facility will be used if our primary EOC becomes unusable.

7. We have minimal mobile command and control vehicles, operated by the Police and Fire Departments that may be used as an incident command post. These units are very basic and provide a location to get out of the weather at the scene of an emergency.

C. Line of Succession

1. The line of succession for the /Mayor is:

   a. Mayor Pro Tempore
   b. Deputy Mayor Pro Tempore
   c. Senior Council Member

2. The line of succession for City Manager is:

   a. Deputy City Manager
   b. Assistant City Manager
   c. Assistant to the City Manager

3. The line of succession for the Emergency Management Coordinator is:

   a. Assistant Emergency Management Coordinator
   b. Deputy Fire Chief-Operations
   c. Division Chief for EMS/Training

4. The lines of succession for each of our department and agency heads shall be in accordance with the SOPs established by those departments and agencies.

VIII. READINESS LEVELS

A. Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. Based on State of Texas recommendations, we use a four-tier system. Readiness Levels will be determined by the Mayor or City Manager or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or division SOPs.

B. The following Readiness Levels will be used as a means of increasing our alert posture.

1. Level 4: Normal Conditions

   a. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post is established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.

   b. The normal operations of government are not affected.

2. Level 3: Increased Readiness

   a. Increased Readiness refers to a situation that presents a greater potential threat than "Level 4", but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when the situations similar to the following occur:

      1) <u>Weather Threats</u>. A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.

      2) <u>Tornado Watch</u> indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.

      3) <u>Flash Flood Watch</u> indicates flash flooding is possible due to heavy rains occurring or expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.

4) Mass Gathering. For mass gatherings with previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.

5) Terrorist Activities. When terrorist activities have occurred within the United States but not within the Dallas/Fort Worth area.

b. Declaration of "Level 3" will generally require the initiation of the "Increased Readiness" activities identified in each annex to this plan.

3. Level 2: High Readiness

a. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:

1) Weather Threats. A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.

2) Tornado Warning. Issued when a tornado has actually been sighted in the Addison vicinity or indicted by radio, and may strike in the Addison area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.

3) Flash Flood Warning. Issued to alert persons that flash flooding is imminent or occurring on certain steams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, open shelters to house evacuees, and continuous situation monitoring.

4) Winter Storm Warning. Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.

5) Mass Gathering. Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.

6) Terrorist Activities. When terrorist activities have occurred within the Dallas/Fort Worth area.

b. Declaration of a "Level 2" will generally require the initiation of the "High Readiness" activities identified in each annex to this plan.

4. Level 1: Maximum Readiness

   a. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a "Level 2" event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.

      1) Weather Threats. Readiness actions may include continuous situation monitoring, activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.

      2) Tornado Warning. A tornado has been sited in the Addison area or moving towards the Addison area. Readiness actions may include taking immediate shelter and putting damage assessment teams on stand-by.

      3) Flash Flood Warning. Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.

      4) Mass Gathering. Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notify the DDC that assistance may be needed and keep them apprised of the situation, and continuous situation monitoring is required.

      5) Terrorist Activities. When terrorist activities have occurred around the Addison area.

   b. Declaration of "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our Addison resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

2. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Attachment 6.

B. Reports

1. Hazardous Materials Spill Reporting. If the Town is responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.

2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control for the format and instructions for this report.

3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.

4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan.

C. Records

1. Record Keeping for Emergency Operations

   The Town of Addison is responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

   a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:

      1) Activation or deactivation of emergency facilities.
      2) Emergency notifications to other local governments and to state and federal agencies.
      3) Significant changes in the emergency situation.
      4) Major commitments of resources or requests for additional resources from external sources.
      5) Issuance of protective action recommendations to the public.
      6) Evacuations.
      7) Casualties.
      8) Containment or termination of the incident.

b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.

c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations to include:

1) Personnel costs, especially overtime costs
2) Equipment operations costs
3) Costs for leased or rented equipment
4) Costs for contract services to support emergency operations
5) Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

2. Preservation of Records

a. In order to continue normal government operations following an emergency situation or disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each department is responsible for preparation of annexes to this plan and will include protection of vital records in its SOPs.
b. If records are damaged during an emergency situation, the Town will seek professional assistance to preserve and restore them.

D. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the Director of Finance, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

E. Post-Incident and Exercise Review

The City Manager, EMC or Assistant EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The critique will entail both written and verbal input from all appropriate participants. Where deficiencies are identified, an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The Mayor is responsible for approving and promulgating this plan.

B. Distribution of Planning Documents

1. The Mayor or City Manager shall determine the distribution of this plan and its annexes. In general, copies of plans and annexes should be distributed to those individuals, departments, divisions, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.

2. The Basic Plan should include a distribution list (See Attachment 1 to this plan) that indicates who receives copies of the basic plan and the various annexes to it. In general, individuals who receive annexes to the basic plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

C. Review

Local officials shall review the Basic Plan and its annexes every two years (even years). The Emergency Management Coordinator will establish a schedule for this review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes will be revised every two years (even years). Responsibility for revising the Basic Plan is assigned to the Emergency Management Coordinator. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex.

3. Revised or updated planning documents will be provided to all departments, divisions, and individuals tasked in those documents.

4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to our DEM Regional Liaison Officer for review.

ATTACHMENTS:
1. Distribution List
2. References
3. Organization for Emergencies
4. Functional Responsibility Matrix

5. Annex Assignments
6. Summary of Agreements & Contracts
7. Incident Command System Summary

ATTACHMENT 1
DISTRIBUTION LIST

Jurisdiction/Agency Plan	Basic Plan	Annexes
Town of Addison Mayor	1	All
City Manager	1	All
Deputy City Manager	1	All
Assistant City Manager	1	All
Emergency Management Coordinator	1	All
Assistant Emergency Management Coordinator	1	All
City Secretary	1	All
Addison Police Chief	1	All
Fire Chief	1	All
Deputy Fire Chief-Operations	1	All
Deputy Fire Chief-Prevention	1	All
Division Chief-Emergency Medical Services/Training	1	All
Finance Director	1	All
Town Public Works Director	1	K, L
Human Resources Director	1	M
City Attorney	1	U
RACES Officer	1	B
DISD Transportation Director	1	S
Dallas Local Emergency Planning Committee	1	All
American Red Cross	1	C, O
The Salvation Army	1	T
Public Safety Communications Supervisor	1	B
Parks & Recreation Director	1	O
Marketing & Communications Manager	1	I
Facilities & Fleet Administrator	1	S
Airport Manager	1	W
Information Technology Director	1	X
DEM Regional Liaison Officer	1	All

ATTACHMENT 2
REFERENCES

1. Texas Department of Public Safety, Division of Emergency Management, *Local Emergency Management Planning Guide*, DEM-10

2. Texas Department of Public Safety, Division of Emergency Management, *Disaster Recovery Manual*

3. Texas Department of Public Safety, Division of Emergency Management, *Mitigation Handbook*

4. FEMA, Independent Study Course, IS-288: *The Role of Voluntary Organizations in Emergency Management*

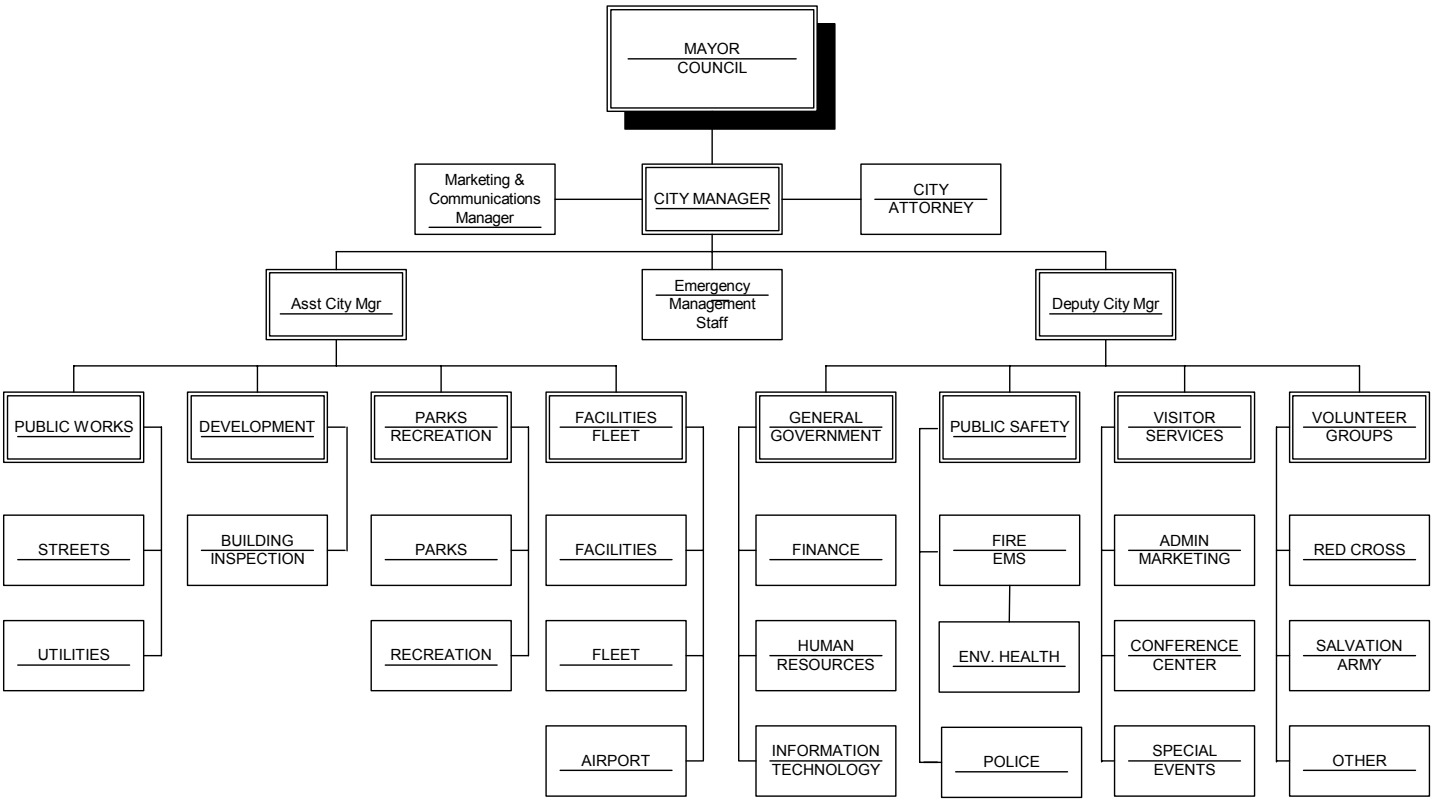
5. FEMA, *State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning*

6. Charter of the Town of Addison, Texas, 1978

7. Code of Ordinances, Town of Addison, Texas, 1999

ATTACHMENT 3
ORGANIZATION FOR EMERGENCY MANAGEMENT

Town of Addison
Organization Chart for Activation of the Emergency Management Plan



ATTACHMENT 4
EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Emergency Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response	Airport	Support
Mayor														C										
City Manager														P										
EMC														C										
Law Enforcement	P	P			P		P															P		
Fire Service				P		P		P								P	P	P						
Public Works											P	P												
Utilities (TXU)												S												
Airport Manager																							P	
Development Services																								S
Human Resources													S											
Finance Director													P											S
Facilities & Fleet Svcs																			P					
Town Attorney																					P			
Deputy City Manager					S				S					S							S			
American Red Cross			P																					
Marketing & Comm. Mgr.									P															
Assistant City Manager					S					P	S	S				P								
Parks & Recreation			C												P									
Assistant EMC														S		S				C				
Salvation Army																				P				
Information Services																								S
Visitor Services																								S
Special Events													C											

P – INDICATES PRIMARY RESPONSIBILITY
S – INDICATES SUPPORT RESPONSIBILITY
C – INDICATES COORDINATION RESPONSIBILITY

ATTACHMENT 5
ANNEX ASSIGNMENTS

ANNEX	ASSIGNED TO:
Annex A: Warning	Police Department
Annex B: Communications	Police Department
Annex C: Shelter & Mass Care	American Red Cross/ Parks & Recreation
Annex D: Radiological Protection	Fire Department
Annex E: Evacuation	Police Department
Annex F: Firefighting	Fire Department
Annex G: Law Enforcement	Police Department
Annex H: Health and Medical Services	Fire Department
Annex I: Emergency Public Information	Marketing & Communications Manager
Annex J: Recovery	Assistant City Manager
Annex K: Public Works & Engineering	Public Works Department
Annex L: Utilities	Public Works Department & TXU
Annex M: Resource Management	Finance Department
Annex N: Direction & Control	Mayor, City Manager & EMC
Annex O: Human Services	Parks & Recreation Department
Annex P: Hazard Mitigation	Fire Department
Annex Q: Hazardous Materials & Oil Spill Response	Fire Department
Annex R: Search & Rescue	Fire Department
Annex S: Transportation	Facilities & Fleet Services
Annex T: Donations Management	Salvation Army
Annex U: Legal	Town Attorney
Annex V: Terrorist Incident Response	Police Department
Annex W: Airport Operations	Airport Director
Annex X: Information Technology	Information Technology Department

ATTACHMENT 6
SUMMARY OF AGREEMENTS & CONTRACTS

Agreements

Description: Dallas Automatic Aid Agreement
Summary of Provisions: Boundary Descriptions, Apparatus Covered, 2-1992
Officials Authorized to Implement: City Councils
Costs: N/A
Copies Held By: Addison Fire Department Administration Files

Description: Addison, Carrollton, And Farmers Branch Automatic Aid Agreement
Summary of Provisions: Boundary Drop Descriptions, 3-1994
Officials Authorized to Implement: City Councils
Costs: N/A
Copies Held By: Addison Fire Department Administration Files

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Contracts

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

Description:
Summary of Provisions:
Officials Authorized to Implement:
Costs:
Copies Held By:

ATTACHMENT 7
INCIDENT COMMAND SYSTEM SUMMARY

A. BACKGROUND

ICS is a management system that can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.

B. FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

1. Standard Management Functions.

    a. Command: Sets objectives and priorities and has overall responsibility at the incident or event.
    b. Operations: Conducts tactical operations, develops the tactical objectives, and organizes and directs all resources.
    c. Planning: Develops the action plan to accomplish the objectives, collects and evaluates information, and maintains the resource status.
    d. Logistics: Provides support to meet incident needs, provides resources and all other services needed to support
    e. Finance/Administration: Monitors costs, provides accounting, procurement, time recording, and cost analysis.

2. The individual designated as the Incident Commander has responsibility for all functions. In a limited incident, the Incident Commander and one or two individuals may perform all functions. In a larger emergency situation, each function may be assigned to a separate individual.

3. Management By Objectives. At each incident, the management staff is expected to understand agency or jurisdiction policy and guidance, establish incident objectives, select an appropriate strategy to deal with the incident, and provide operational guidance – select tactics appropriate to the strategy and direct available resources.

4. Unities and Chain of Command. Unity of command means that even though an incident command operation is a temporary organization, every individual should be assigned a designated supervisor. Chain of command means that there is an orderly line of authority within the organization.

5. Organizational Flexibility. Within the basic ICS structure (depicted in Attachment 3), the organization should at any given time include only what is required to meet planned objectives. The size of the organization is determined through the incident action planning process. Each element of the organization should have someone in

charge; in some cases, a single individual may be in charge of more than one unit. Resources are activated as needed and resources that are no longer needed are demobilized.

6. Common Terminology. In ICS, common terminology is used for organizational elements, position titles, resources, and facilities. This facilitates communication among personnel from different emergency services, agencies, and jurisdictions.

7. Limited Span of Control. Span of control is the number of individual's one supervisor can realistically manage. Maintaining an effective span of control is particularly important where safety is paramount. If a supervisor is supervising fewer than 3 subordinates or more than 7, the existing organization structure should be reviewed.

8. Personnel Accountability. Continuous personnel accountability is achieved by using a resource unit to track personnel and equipment, check-in/check out procedures, ensuring each person has a single supervisor, preparing assignment lists, and maintaining logs of activities.

9. Incident Action Plan. The incident action plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. An Incident Briefing Form may be used on smaller incidents. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.

10. Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.

11. Resource Management. Resources may be managed as single resources or organized in task forces or strike teams. The status of resources is tracked in three categories: assigned, available, and out of service.

C. UNIFIED COMMAND

1. Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site is crosses jurisdictional boundaries or when emergency situations involve matters for which state and/or federal agencies have regulatory responsibility or legal requirements to respond to certain types of incidents.

2. ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified command, senior representatives of each agency or jurisdiction responding to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing

available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

Council Agenda Item: #R10

SUMMARY:

This item is to authorize Public Works to spend up to $100,000.00 with Uretek USA, Inc., to lift and stabilize concrete pavement on Midway Road north of Belt Line Road.

FINANCIAL IMPACT:

Budgeted Amount: $100,000.00

Cost: $100,000.00

Funds are available in the Street Department operations budget.

BACKGROUND:

In 2002, the Public Works Department began using a company called Uretek for pavement repairs on various roadways. Uretek uses a patented method of injecting a high-density polyurethane material under concrete pavement to lift and stabilize the pavement. They have been very successful at lifting and stabilizing portions of Midway Road north of Belt Line Road.

Uretek charges by the pound for the material injected under the slab. Because the amount of void to be filled under each slab varies, we can only estimate the number of slabs to be lifted for a certain amount of money. Our last project with Uretek lifted and stabilized 108 slabs, each approximately 11 feet by 20 feet, or 2,640 square yards of pavement. Our goal for this phase is to lift and stabilize all three northbound lanes from Wiley Post to Wright Brothers. We hope to accomplish this for about $60,000. We will divide the remaining $40,000 between additional northbound and some southbound locations.

RECOMMENDATION:

Staff recommends authorizing Public Works to spend up to $100,000.00 to hire Uretek, USA, Inc., to lift and stabilize pavement on Midway Road.

#R10-2

M E M O

To: Mike Murphy

From: Robin Jones

Date: January 29, 2004

Re: Update on Using Uretek

Back in 2002 we began using a company called Uretek for pavement repairs on various roadways. Uretek uses a patented method of injecting a high-density polyurethane material under concrete pavement to lift and stabilize the pavement. They have been very successful at lifting and stabilizing portions of Midway Road north of Belt Line Road.

Last October a salesman from a company that injects polyurethane into walls of new buildings told me that the 20 year patent Uretek has on their product had just expired. He told me his company was now in the pavement lifting business and that Uretek was no longer a sole source provider. I told him I was interested in his operation and product but that he would have to make a successful demonstration in Addison. I suggested he get me some written information on his company, product and method of repair. I also asked him to contact me in the next 30 days about demonstrating their operation.

I have not heard back from this individual but understand he did unsuccessfully bid against Uretek on a pavement project for the City of Plano. I also heard his company is working on a small project somewhere in east Texas.

I'm pleased that there may be competition for Uretek in the future. However, at this time I still consider Uretek the sole source provider for this method of pavement repair.

Council Agenda Item: #R11

SUMMARY:

Staff and the HNTB landscape architects will present schematic designs relating to the Arapaho Road Phase III multi-use pedestrian trail pocket parks for the Councils review and approval. The schematic designs are for the "Y" track area, the former brickyard storage site, and the area east of the Surveyor Pump Station. These sites are shown on the attached plan on the east and west sides labeled as pocket parks.

FINANCIAL IMPACT:

Budgeted Amount: **$962,000.00**

Project	**Estimated Construction Cost**
Estimated Construction Costs Multi-Use Pedestrian Trail and Streetscape Addison Road to Surveyor Road	$1,025,650.00
Pocket Parks - "Y" Track Area (Brickyard) and Parcel East of Surveyor Pump Station	$962,000.00
	$1,987,650.00

Pocket Park Area Calculation	**Square Feet/Acres**
"Y" Track (Brickyard)	165,000 sq.ft./3.78 acres
Parcel East of Surveyor Pump Station	38,000 sq.ft./.87 acres

BACKGROUND:

Once the Council approves the design, the park construction will be lumped into the bid for Arapaho Phase III road construction project, which will include the multi-use pedestrian trail and streetscape from Addison Road to Surveyor Road.

#R11-2
IS ATTACHED

MULTI-USE PATH CONCEPT

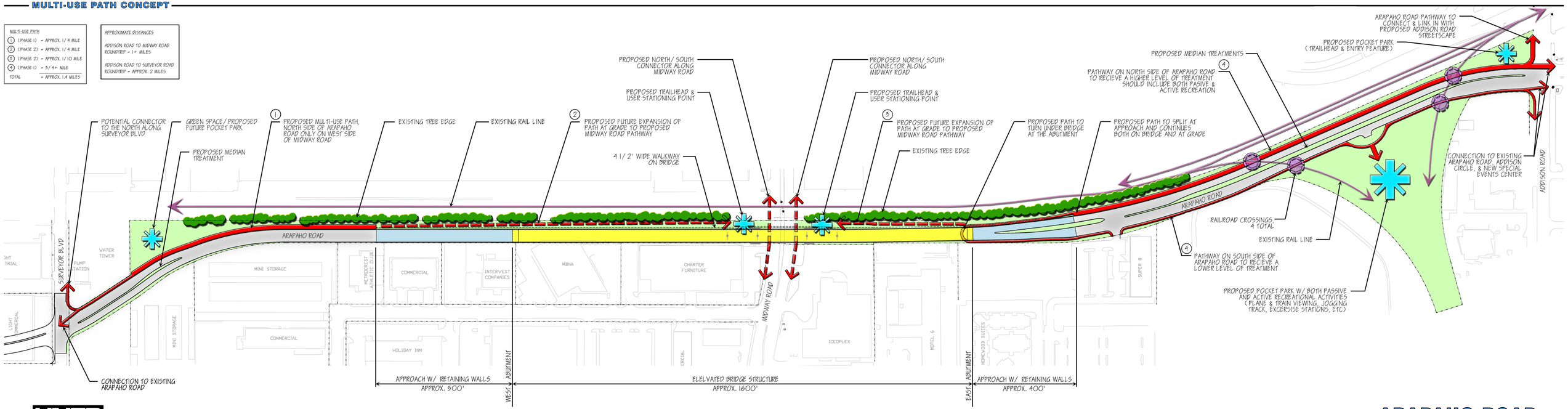
MULTI-USE PATH
1. (PHASE 1) = APPROX. 1/ 4 MILE
2. (PHASE 2) = APPROX. 1/ 4 MILE
3. (PHASE 2) = APPROX. 1/ 10 MILE
4. (PHASE 1) = 5/ 4+ MILE

TOTAL = APPROX. 1.4 MILES

APPROXIMATE DISTANCES

ADDISON ROAD TO MIDWAY ROAD ROUNDTRIP = 1+ MILES

ADDISON ROAD TO SURVEYOR ROAD ROUNDTRIP = APPROX. 2 MILES



HNTB

ARAPAHO ROAD

SCALE 1"=100'-0"