



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

AND / OR

WORK SESSION OF THE CITY COUNCIL

6:00 PM

DECEMBER 11, 2012

TOWN HALL

ADDISON TOWN HALL, 5300 BELT LINE, DALLAS, TX 75254

WORK SESSION

Item Discussion regarding proposed restructuring of WorldFest.
#WS1 -

Item Discussion regarding non-profit funding application and
#WS2 - evaluation process.

REGULAR MEETING

Pledge of Allegiance

Item #R1- Announcements and Acknowledgements regarding Town
and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

Item #R2- Consent Agenda.

#2a- Approval of Minutes for the November 27, 2012 Regular Council Meeting.

#2b- Approval of Contract for Services with Shakespeare Dallas for the Town's sponsorship of Shakespeare in the park in Addison Circle Park annually in October 2013 and 2014.

#2c- Approval of the purchase of (15) 2013 Chevrolet Police Package Tahoe SUV's, (1) 2013 Chevrolet $\frac{3}{4}$ Ton Fire Battalion Command Vehicle and (1) 2013 $\frac{3}{4}$ Ton Service Body Truck under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative, known as BuyBoard, in the amount of \$499,159.00.

#2d- Approval authorizing the city manager to execute the revised Dallas County Community College District and Town of Addison Agreement for Paramedic Internships.

#2e- Approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

#2f- Approval of a resolution declaring the Town's support of proposed legislation that would authorize the creation of the Cotton Belt Rail Improvement District.

Item #R3 Presentation, discussion and consideration of approval of members to the Board of Zoning Adjustment.

Attachment(s):

1. Board of Zoning Adjustment Roster

Item #R4 **PUBLIC HEARING.** Case 1658-SUP/Vernon's Grille.

Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, Suite 142, which property is currently zoned LR – Local Retail, by approving for that property an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to add a patio to an existing restaurant, on application from Vernon's Grill, represented by Mr. Christopher Myrick.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 5290 Belt Line Road, Suite 142, on application from Vernon's Grille, represented by Mr. Christopher Myrick, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver,

Stockard, Wheeler

Voting Nay: none

Absent: none

Attachment(s):

1. docket map, staff report, and commission findings

Item #R5 **PUBLIC HEARING.** Case 1659-SUP/The Break. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 3870 Ponte Avenue, Suite 150, which property is currently zoned PD – Planned Development through Ordinance 007-034, by approving for that property a Special use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from The Break, represented by Mr. Scott P.Tallis of Break Management Group LLC.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 3870 Ponte Avenue, Suite 150, on application from the Break, represented by Mr. Scott P. Tallis of Break Management Group, LLC, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: none

Attachment(s):

1. docket map, staff report, and commission findings

Recommendation:

Administration recommends approval.

Item #R6 Presentation, discussion and consideration of approval of an ordinance to re-appoint Larry Dwight as presiding municipal judge and an ordinance to re-appoint U.H. (Woody) Specht as alternate municipal judge to the Addison Municipal Court of Record, and of agreements for services with each of the said judges.

Attachment(s):

1. Ordinance for Judge Dwight
2. Agreement for Judge Dwight
3. Ordinance for Judge Specht
4. Agreement for Judge Specht

Recommendation:

Staff recommends approval.

Item #R7 Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to provide and install a roof-mounted crane system; to enhance the support system of the roof

mounted wind energy system to incorporate multiple redundant load paths; to address ADA and Fire Safety issues and to provide a new date of April 30,2013 for substantial completion and July 31, 2013 for final completion.

Attachment(s):

1. Elevated Storage Tank change order 8

Recommendation:

Staff recommends approval.

Item #R8 Presentation and discussion regarding Town records and their management, and discussion and consideration of an Ordinance amending various provisions of Division 1, Article V (Records Management) of Chapter 2 of the Code of Ordinances regarding management of Town records.

Attachment(s):

1. Records Management Ordinance

Recommendation:

Staff recommends approval.

Item #R9 Discussion and consideration of approval of a rejection of all bids for Bid 13-03: Purchase of HVAC equipment.

Recommendation:

Staff recommends approval of rejecting all bids.

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas*

Contracting, Inc., Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Item
#R10 - Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Adjourn Meeting

Posted:

Matt McCombs, 12/7/2012, 5:00 PM

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.

Council Agenda Item: #WS1

AGENDA CAPTION:

Discussion regarding proposed restructuring of WorldFest.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #WS2

AGENDA CAPTION:

Discussion regarding non-profit funding application and evaluation process.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: # R 2a

AGENDA CAPTION:

Approval of Minutes for the November 27, 2012 Regular Council Meeting.

FINANCIAL IMPACT:

N/A

BACKGROUND:

N/A

RECOMMENDATION:

N/A

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [November 27 Minutes](#)

Type:

Backup Material

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL
WORK SESSION**

November 27, 2012

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

Work Session

Item #WS1 - Presentation and discussion of the GIS (Geographic Information Systems).

Item #WS2 - Presentation and discussion regarding credit policy for the Stormwater Utility fee.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

**OFFICIAL ACTIONS OF THE ADDISON CITY
COUNCIL
REGULAR MEETING**

November 27, 2012

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Chris Terry, 11/20/2012, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Absent:

None

REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the November 13, 2012 Regular Council Meeting.

Mayor Meier pulled this item for clarification and noted that motion information needed to be added to item 2d (contract with Shiroma Southwest) on the November 13 minutes.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2b - Approval of a contract with Halff Associates, Inc. for GIS (Geographic Information Systems) services in an amount not to exceed \$45,000 and authorizing the City Manager to execute the same, subject to the City Attorney's final approval.

Mayor Meier pulled the item for clarification.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2c - Approval of a resolution authorizing the City Manager to enter into a Federal Aviation Administration Grant Agreement administered by the Texas Department of Transportation, to make airport improvements.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2d - Approval of an annual renewable contract totaling \$45,338.04 with Carruthers Landscape Management, Inc. for turnkey landscape and irrigation maintenance for Vitruvian Park, Belt Line Road medians and the Surveyor Water Tower Demonstration Garden.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore,

Resnik

Voting Nay: None

#2e - Award of a contract in the amount of \$39,260 to Paradigm Traffic Systems, Inc for the installation of battery back up systems for nine intersections.

A motion to Approve was made by Council Member Blake Clemens.

The motion was seconded by Council Member Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

#2f - Approval authorizing the City Manager to execute a contract with Groves Electric for roadway lighting maintenance.

Mayor Meier pulled the item for clarification.

A motion to Approve was made by Mayor Todd Meier.

The motion was seconded by Council Member Blake Clemens.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore, Resnik

Voting Nay: None

Item #R3 - Presentation, discussion and consideration of adoption of a stormwater utility fee credit policy.

Alison Ream, Assistant to the City Manager, presented and spoke regarding this item.

A motion to Approve was made by Council Member Neil Resnik.

The motion was seconded by Council Member Chris DeFrancisco.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Gunther, Meier, Moore,

Resnik

Voting Nay: None

Item #R4 - Update regarding the consultant selection process for future bond and miscellaneous capital projects.

Lea Dunn, Deputy City Manager, presented and spoke regarding this item.

There was no action taken.

Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: Town of Addison, Texas v. North Texas Contracting, Inc., Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Item was not needed, and was pulled from the agenda.

There was no action taken.

Item #R5 - Discussion and consideration of any action regarding certain pending litigation, to wit: Town of Addison, Texas v. North Texas Contracting, Inc., Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

Item was not needed, and was pulled from the agenda.

There was no action taken.

Mayor-Todd Meier

Attest:

City Secretary-Chris Terry

Council Agenda Item: # R 2b

AGENDA CAPTION:

Approval of Contract for Services with Shakespeare Dallas for the Town's sponsorship of Shakespeare in the park in Addison Circle Park annually in October 2013 and 2014.

FINANCIAL IMPACT:

The Town's sponsorship of each show is \$46,500. Each show takes place within the first week of the new fiscal year so payment is split between two fiscal years and requires pre-authorization of future funds. The contract may be terminated at any time should funds not be made available. The current budget for FY 12-13 is \$46,500; however, it includes 2nd and final payments for "2012 Macbeth" plus the deposit for "2013 A Winter's Tale". FY 13-14 will include the 2nd and final payment for "2013 A Winter's Tale" plus a deposit for the October 2014 show.

Deposit Final \$ Event Date Production \$ (FY) \$ (FY) October 2012 Macbeth \$15,500 \$31,000 (FY 11-12) (FY 12-13)

October 2013 A Winter's Tale \$15,500 \$31,000 (FY 12-13) (FY 13-14)

October 2014 TBD \$15,500 \$31,000 (FY 13-14) (FY 14-15)

BACKGROUND:

Founded in 1971, Shakespeare Dallas offers North Texas residents a unique opportunity to experience Shakespeare in a casual park setting, as well as providing cultural and educational programs to audiences of all ages. The Town of Addison has partnered with Shakespeare Dallas to present Shakespeare in Addison Circle Park for the past 12 years. Through this association, we have been able to enhance Addison's reputation as a quality events and artistic performance. The following provides an attendance summary for the past several years:

2012 Macbeth (4,979) 2011 Hamlet (6,913) 2010 Two Gentleman of Verona (3,846) 2009 Julius Caesar (3,796) 2008 Merchant of Venice (4,059) 2007 Macbeth (2,899) 2006 Much Ado About Nothing (2,132) 2005 12th Night (1,799)

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Fully integrate the Arts as part of our brand

ATTACHMENTS:

Description:

▣ [Shakespeare Dallas 2013-2014 Contract](#)

▣ [Exhibit B Section 67-16 Code of Ordinances of the City](#)

Type:

Backup Material

Ordinance

STATE OF TEXAS

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CONTRACT FOR SERVICES

COUNTY OF DALLAS

This Contract for Services (hereinafter referred to as the "Contract" or the "Agreement") is made and entered into as of the _____ day of _____, 2012 by and between the Town of Addison, Texas (the "City") and The Shakespeare Festival of Dallas ("Shakespeare Dallas") for the City's sponsorship of the "Shakespeare in the Park" that is to be held in annually in Addison Circle Park in October 2013 and October 2014 (the City and Shakespeare Dallas are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Shakespeare Dallas is a private, non-profit corporation established under the laws of the State of Texas for the purpose of promoting the cultural enrichment of the community through live, professional theatrical productions of superior quality based on the works of William Shakespeare; and

WHEREAS, Shakespeare Dallas' productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City's desire to encourage and promote the arts, including visual, theatrical and musical arts; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, and desires to encourage and promote the arts through the execution of this Contract for Services.

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

I. TERM

The term of this Contract and Agreement shall be from December 15, 2012 through December 12, 2014, subject to the termination provisions of this Contract.

II. SERVICES

A. Shakespeare Dallas shall conduct and present a production entitled "A Winter's Tale" (the "Show") within the City on October 2-6 and 9-13, 2013 in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Show. The Show shall be conducted within the Bowl area of Addison Circle Park located within the Addison Arts & Events District (the "Show Site").

A similar production will be held in 2014 with dates and production titles (also a "Show" for purposes of this Contract) mutually approved by the City and Shakespeare Dallas no later than November 15, 2013 for the 2014 production.

B. In connection with its conducting and presenting the Show held annually, Shakespeare Dallas shall provide the City with the following:

- (a) A listing of the City logo as a sponsor of the Show on collateral pieces, including but not limited to posters, fliers, invitations, admission passes, tickets, brochures, programs, etc.
- (b) A listing of the City logo as a sponsor of the Show on all print, broadcast, outdoor and electronic advertising, including but not limited to newspaper ads, magazine ads, radio ads, billboards, newsletters, web communications, etc.
- (c) A listing of the City as a sponsor of the Show in all press releases, and other communications regarding the Show.
- (d) A listing of the City logo as a sponsor on all street banners and signs in connection with the Show.
- (d) The inclusion of the Addison logo on the Shakespeare Dallas web site (www.shakespearedallas.org) or any other web site of Shakespeare Dallas and links to the City's websites (www.addisontexas.net, www.addison2013.com, and www.addison2014.com).
- (e) Provide recognition of the Town of Addison from the stage at the Show.
- (f) Provide the City with placement of one banner display at the Show.
- (g) Provide the City with one full-page advertisement in the Shakespeare Dallas Playbill.
- (h) Provide the City with fifty (50) complimentary VIP admission and parking passes.
- (i) Submit detailed financial statements and program results to the City within thirty (30) days after the end of Show listing the expenditures made by Shakespeare Dallas with the revenues received pursuant to this Contract.
- (j) Payment of all fees including but not limited to City services, electrical service, rental equipment and services, site preparation materials and Pavilion cleaning fees.

With respect to the banner and advertisement described above, the City shall submit to Shakespeare Dallas the form and content of the same for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event Shakespeare Dallas fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such banner and advertisement within five (5) days after the same is submitted (or resubmitted after modifications, as the case may be) to Shakespeare Dallas, such banner and advertisement shall be deemed approved. The parties agree that the type of banners and advertisement provided for this same or similar event in the Town of Addison in years prior to this Agreement are acceptable.

C. The City shall provide to Shakespeare Dallas the following:

- (a) Compensation as outlined in Section III below (subject, however, to the City's annual budgeting and appropriation of funds to pay such compensation as determined by the City in its sole discretion).
- (b) Display of banner(s) (as approved by the City, in the City's sole discretion, and subject to availability) across Belt Line Road advertising the Show. Such banner(s) shall be supplied by Shakespeare Dallas to the City no later than September 30, 2013 for display on October 1, 2013 through October 15, 2011. Display dates for the 2014 production will be determined by the City by January 1, 2014 for the 2014 production.
- (c) Assistance with marketing and promotions, including but not limited to the following:
 - i. Listing on the City's website (www.addisontexas.net) with link to Shakespeare Dallas' website (www.shakespearedallas.org).
 - ii. Flier (provided by Shakespeare Dallas) insertion in the City's September 2013 and 2014 utility statements, subject to availability and to the City's review and approval.
- (d) Provide Shakespeare Dallas with the Show Site for conducting the Show, provided Shakespeare Dallas has complied with the terms and conditions of this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2013 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 8, 2013; the second in the amount of \$15,500 payable by October 4, 2013; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2014 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 7, 2014; the second in the amount of \$15,500 payable by October 3, 2014; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

Notwithstanding the above or any other provision of this Agreement, all such compensation and any other payments (if any) by the City under this Agreement are subject to the annual budgeting and appropriation of funds by the City to pay such compensation and to make such payments (if any) in its sole and absolute discretion.

IV. ASSUMPTION OF RESPONSIBILITY AND RISK; SHOW CANCELLATION

In connection with the Show and this Contract and for the consideration set forth in this Agreement, **Shakespeare Dallas agrees to assume and does hereby assume all responsibility and liability for any and all damages or injuries of whatsoever kind or nature sustained by any person or property, whether real or asserted, by or from the performance of services (as described in subsections A. and B. of Section II, above) hereunder by, or any act or omission of, Shakespeare Dallas, its officials, officers, employees, agents, contractors, subcontractors, concessionaires, invitees, guests, or any other person acting by, through, or under the authority or direction of Shakespeare Dallas (together, "Responsible Parties").** Addison assumes, and shall have, no responsibility for any property placed by the Responsible Parties or any of them on the Show premises or the Show Site, and **Shakespeare Dallas hereby RELEASES the City, its elected and appointed officials, its officers, employees, representatives, volunteers, and agents from any and all claims or liabilities of any kind or nature whatsoever for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Show Site under this Agreement.**

Further, for the consideration set forth in this Agreement, **Shakespeare Dallas does agree TO AND ASSUME ANY AND ALL RISKS with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with the Show, and does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the Town of Addison, Texas and the elected and appointed officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected and appointed officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being each an "Addison Person" and collectively the "Addison Persons") from, and do COVENANT NOT TO SUE the Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Claims"), which Shakespeare Dallas or any of its officials, officers, employees, representatives, volunteers, agents, contractors, licensees, or invitees may sustain or suffer in connection with or related to the production and the use and occupancy of the Event Site, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. Further, without limiting any other provision of this Contract, Shakespeare Dallas shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and all other Addison Persons from any such Claims.**

Should the Show be postponed or canceled due to an Act of God, public safety, public welfare consideration, or for any other reason whatsoever, as may be determined by the City in its sole discretion and opinion, Shakespeare Dallas hereby **RELEASES** the City, its officials, officer, employees and agents from any and all liability and claims for damages (including consequential damages) or injuries of any kind whatsoever which result from such postponement or cancellation. In addition, neither party to this Contract shall be liable for damages caused by delay or failure to perform hereunder when such delay or failure to perform

is due to terrorism, fire, acts of God, national emergency, war, civil disorder, labor dispute, inclement weather, any unavoidable casualties, or any causes beyond their respective control.

The provisions of this Section IV shall survive the termination or expiration of this Contract.

IV-A. SHAKESPEARE DALLAS' DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION

A. For the consideration set forth in this Agreement, Shakespeare Dallas covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the work and services of Shakespeare Dallas as set forth in subsections A. and B. of Section II of this Agreement, (2) representations or warranties by Shakespeare Dallas under this Agreement, and/or (3) any other act or omission under or in performance of this Agreement by Shakespeare Dallas, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Shakespeare Dallas, or any other person or entity for whom Shakespeare Dallas is legally responsible, and their respective owners, officers, managers, employees, directors, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, "Shakespeare Dallas Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Shakespeare Dallas' liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Shakespeare Dallas' liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

B. Shakespeare Dallas shall promptly advise the Town of Addison in writing of any claim or demand against any Addison Person, Shakespeare Dallas, or any Shakespeare Dallas Person related to or arising out of Shakespeare Dallas's activities under this Agreement, and shall see to the investigation and defense of such claim or demand at Shakespeare Dallas's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Shakespeare Dallas of any of its obligations hereunder.

C. The provisions of this defense, indemnity, and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Shakespeare Dallas agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any claim under the provisions of any workers compensation law or other similar law, or under any plan for employee benefits which the City may have or adopt. The provisions of this paragraph shall survive the termination or expiration of this Contract.

V. INSURANCE

Shakespeare Dallas shall carry insurance, throughout the length and term of this Contract, with responsible insurance companies qualified to do business in the State of Texas, in the types and minimum amounts set forth in Section 67-16 of the Code of Ordinances of the City, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement. Certified copies of all such policies shall be delivered to the City no later than September 4 in years 2013, and 2014.

VI. TERMINATION

This Contract may be canceled and terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address of the party to whom the notice is sent that is shown on the records of the party terminating the Contract. The thirty (30) days period shall commence upon deposit of the said notice in the United States mail and shall conclude at the end of the 30th day following the date of such deposit. Therefore, the thirty-first day (31st) shall be deemed the "termination day" for the purposes of determining any refund that is due to the City.

In the event of such cancellation and termination and if Shakespeare Dallas has failed at the time of such cancellation and termination to provide in each applicable year all of the services set forth herein, Shakespeare Dallas shall promptly refund to the City a portion of funds paid to Shakespeare Dallas under the terms of this Contract in accordance with the following:

A. Regarding the initial payment of \$15,500 (the "initial annual payment") in each applicable year, if the then applicable show (e.g., *A Winter's Tale* for 2013) is canceled or this Contract is terminated and the termination day falls during the month of:

February of the applicable year, Shakespeare Dallas shall refund to the City the entire initial annual payment;

March of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$13,562.50;

April of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$11,625.00;

May of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$9,687.50

June of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$7,750.00;

July of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$5,812.50;

August of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$3,875.00;

September of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$1,937.50.

B. Regarding any payment by the City under or pursuant to this Contract following the initial annual payment, if the then applicable show is either not performed or not performed on all dates set forth in this Contract, or if this Contract is terminated following the making of any such payment, Shakespeare Dallas shall refund to the City a portion of such payment equal to (i) the number of shows not performed, (ii) divided by the number of shows which should have been performed pursuant to this Contract, (iii) times the amount of such payment. For example:

(1) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2013 (*A Winter's Tale*) is canceled in its entirety so that none of the performances set forth in this Contract (10 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 10 shows not performed / 10 shows that should have been performed X (times) \$15,500.00, or \$15,500.00.

(2) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2013 (*A Winter's Tale*) is canceled in part so that only 5 of the performances set forth in this Contract (10 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 5 shows not performed / (divided by) 10 shows that should have been performed X (times) \$15,500.00, or \$7,750.00.

All refund or repayments shall be made not later than ten (10) days following demand by the City for the same or on the last day of the month that encompasses the termination day, whichever day occurs sooner. This refund or repayment obligation shall survive the termination or expiration of this Contract.

VII. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not

be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

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

VIII. ACCOUNTING

Prior to adopting its annual budget, Shakespeare Dallas shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Shakespeare Dallas shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Shakespeare Dallas from the funds provided by the City. The approval of Shakespeare Dallas's annual budget creates a fiduciary duty in Shakespeare Dallas with respect to the funds provided by the City under this Contract.

Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Shakespeare Dallas shall maintain complete and accurate financial records of all of its revenues, including, without limitation, expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of the Show, Shakespeare Dallas shall provide the City a detailed financial report for the Show, in form and content acceptable to the City, listing the expenditures made by Shakespeare Dallas of the funds paid to Shakespeare Dallas under this Agreement. The City shall have the right to audit the books and records of Shakespeare Dallas relating to this Contract and the services provided by Shakespeare Dallas hereunder upon providing Shakespeare Dallas with ten (10) days prior notice thereof, and for that purpose Shakespeare Dallas shall provide all of such books and records for such audit at its offices located at the address set forth below in Section XX, Notices.

IX. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Shakespeare Dallas is that of independent contractor, and the City and Shakespeare Dallas by the execution of this Contract do not change the independent status of Shakespeare Dallas. No term or provision of this Contract or action by Shakespeare Dallas in the performance of this Contract shall be construed as making Shakespeare Dallas the agent, servant or employee of the City, and nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto.

X. NON-ASSIGNABILITY

Shakespeare Dallas may not and shall have no authority to assign, transfer, sell, pledge, or otherwise convey this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any such assignment, transfer, sale, pledge, or other conveyance in violation hereof shall entitle the City to immediately terminate this Contract, and upon such termination all funds paid to Shakespeare Dallas shall be promptly reimbursed to the City.

XI. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract shall be deemed to constitute that the City and Shakespeare Dallas are partners or joint venturers with each other, or to constitute a joint enterprise.

XII. COPYRIGHT; MARKS

Shakespeare Dallas assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Shakespeare Dallas', transmissions or broadcasts, and Shakespeare Dallas, without limiting any other indemnity given by Shakespeare Dallas as set forth herein, agrees to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City, its officials, officers, employees, and agents, for any liability, claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of Shakespeare Dallas's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

In connection with the Show, each party grants to the other party a non-exclusive, non-transferable, royalty-free right and license to reproduce, publish and display, in accordance with and subject to the terms and conditions of this Contract and solely for the limited purposes set forth herein, the party's trademarks, service marks, logos, or other content (together, "Marks") provided in connection with advertising of the Show as described herein. Such reproduction, publication, display or use shall be subject to the approval of the party which is the owner of the Logos. Except for the express license rights granted herein, all right, title and interest in and to the Marks shall remain in the respective party who owns the Marks. Neither party hereto shall copy, distribute, reproduce, display, or use any Marks except as expressly permitted under this Agreement. Each party hereto acknowledges the other party's rights and interests in and to such other party's Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge such other party's rights in or to such Marks for any reason whatsoever. All use of either party's Marks or the goodwill generated thereby shall inure to the benefit of the respective party which owns such Marks.

Each party hereto represents that its execution and delivery of this Agreement, and its performance hereunder, will not violate or conflict with (i) any other contract or agreement to which it is a party, or (ii) the intellectual property rights or other rights of any third party.

XIII. NON-DISCRIMINATION

During the term of this Contract, Shakespeare Dallas agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIV. LEGAL COMPLIANCE

Shakespeare Dallas shall observe and abide by all applicable federal laws, state statutes and the Charter and Ordinances of the City, and all rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed.

XV. APPLICABLE LAWS

This Contract is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable state and federal laws.

XVI. VENUE

Venue for any action or claim brought on or under this Contract shall lie exclusively in Dallas County, Texas.

XVII. COUNTERPARTS

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

XVIII. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Texas, without regard to choice of law rules of any jurisdiction.

XIX. NO WAIVER; SURVIVABILITY; NO THIRD PARTY BENEFICIARIES

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

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

XX. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Shakespeare Dallas agree to provide the other with written notification within five (5) days, if the address, provided below, is changed. Mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the fifth (5th) day after mailing.

The City's address:

Shakespeare Dallas' address:

Assistant City Manager
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Executive and Artistic Director
Shakespeare Dallas
3630 Harry Hines Blvd., 4th Floor
Dallas, Texas 75219

XXI. LEGAL CONSTRUCTION; SEVERABILITY

The terms of this Contract are severable, and if any article, clause, paragraph, section or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties shall seek to negotiate the addition to this Agreement of another provision that would be permitted that is as close to the intent of the original provision as possible.

This Agreement is the joint product of Shakespeare Dallas and the City, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

XXII. AUTHORITY TO EXECUTE CONTRACT

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

XXIII. ENTIRE AGREEMENT

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

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

TOWN OF ADDISON, TEXAS

**THE SHAKESPEARE FESTIVAL OF
DALLAS**

By: _____

By: _____

Chris Terry, Assistant City Manager

Its: _____

Chapter 67 - SPECIAL EVENTS

ARTICLE I. - GENERAL PROVISIONS
ARTICLE II. - DISTRICT AND NON-DISTRICT EVENTS
ARTICLE III. - DISTRICT FUNCTION
ARTICLE IV. - RESTAURANT/RETAIL PROMOTIONAL EVENTS
ARTICLE V. - ENFORCEMENT

ARTICLE I. - GENERAL PROVISIONS

[Sec. 67-1. - Purpose.](#)
[Sec. 67-2. - Definitions.](#)
[Sec. 67-3. - Exemptions.](#)
[Sec. 67-4. - Permit required.](#)
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[Sec. 67-15. - Sponsorship requests.](#)

Sec. 67-1. - Purpose.

The purpose of this chapter is to facilitate the promotion of events and activities within the town, especially within the Addison Arts & Events District, to enhance the positive image of the town, to stimulate significant economic growth, promote tourism and generate revenue for Addison hotels, restaurants and other merchants of the town.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-2. - Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Addison Arts & Events District or *district* means that area of real property described in Exhibit A*, which is attached hereto and incorporated herein for all purposes, and which includes the newly expanded conference Centre.

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Editor's note— Exhibit A is not set out herein, but maintained on file in the appropriate town offices.

Applicant means a promoter, planner or host.

City Council means the City Council of the Town of Addison.

City Manager means the City Manager of the Town of Addison.

Conference Centre Manager means the town official designated by the city manager as primarily responsible for managing the Conference & Theatre Centre or such official's designated representative.

Demonstration means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

District event means an event held within the district that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a district event include, without limitation, exhibitions, concerts, parades and charity races.

District function means an event held within the district that has or is expected to have an average attendance of fewer than 1,500 participants and spectators for each day of the event. Examples of a district function include, without limitation, meetings, conferences, retreats, training sessions, and hospitality functions.

District pavilion means the structure that is open on three sides and generally located at the corner of Addison Circle and Quorum Drive.

Environmental services official means the town official designated by the city manager as primarily responsible for environmental services within the town or such official's designated representative.

Facilities means, without limitation, all equipment, materials and apparatus associated with the conduct of the special event, including, without limitation, barriers, cables (electrical or otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

Non-district event means an event held on either private or public property outside of the district that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a non-district event include, without limitation, exhibitions, concerts, automobile races, sporting events, air shows, and parades.

Person means an individual, firm, partnership, corporation, association, or other legal entity.

Planner means the person planning a district function or a restaurant/retail promotional event, including the planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the planner.

Promoter means the person seeking to hold a district event, including the promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the

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promoter.

Pyrotechnics means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

Reimbursable costs means all costs and expenses incurred by the town for activities associated with the staging of a special event, including, without limitation, the following:

- (1) Utilities services provided, including all costs for installation, maintenance and connection.
- (2) Repair, maintenance and removal of facilities in the event of a failure of the planner, promoter or host.
- (3) Repair of streets, alleys, sidewalks, parks and other public property.
- (4) Police protection.
- (5) Fire protection.
- (6) Emergency medical service.
- (7) Garbage disposal and cleanup.
- (8) Other direct costs associated with the event.

Restaurant/retail promotional event means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.

Special event means a district event, district function, non-district event, restaurant/retail promotional event, or other event that includes activities or facilities that are not allowed by the zoning applicable to the property on which the event is located.

Special event committee or *committee* means a committee appointed by the city manager that consists of no less than five people, which may include, as determined by the city manager to be necessary for an appropriate review, an assistant city manager, the special event manager, the marketing communications manager, the Conference & Theatre Centre Manager, the director of parks and recreation, a captain of police, a deputy fire chief, an environmental services official, the building official, the street superintendent, an assistant finance director, and other such additional city staff determined by the city manager to be appropriate.

Special event manager means the town official designated by the city manager as primarily responsible for managing special events.

Special event permit or *permit* means the town's written authorization to hold a special event. The permit may impose terms and conditions, and is subject to the guidelines of the district when held within the district.

Town or *city* means the Town of Addison, Texas.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-3. - Exemptions.

The following are exempt from the operation, rules, and regulations of this chapter:

- (1) An event hosted by the town (i.e., where the town itself is the promoter, planner, or host). This does not include events for which the town is a sponsor as discussed in section 67-15 of this chapter.
- (2) A private party held on private property and to which the public is not invited, provided such party does not impact public rights-of-way or involve activities or facilities not permitted by applicable zoning regulations.
- (3) An event wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use including adequate parking (e.g., a hotel ballroom).
- (4) Funeral processions.
- (5) Activities conducted on property under the control of the Addison Park and Recreation Department.
- (6) A demonstration at a fixed location other than the roadway of a street.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-4. - Permit required.

- (a) No special event may be held within the town without first obtaining a special event permit. Special event permits are issued through the Town of Addison Special Event Division of the city manager's office (the "special event division") or as otherwise provided in this chapter. It is encouraged that special events be hosted in the Addison Arts & Events District when appropriate; however, permits may be obtained for other areas within the town as determined through the special event application process. A special event application form may be obtained from the office of the special events manager. All applications shall be reviewed on a case-by-case basis.
- (b) Except as otherwise provided in this chapter, a special event application form submitted for a district event or district function must be completed and submitted to the special event manager or other city official as provided herein, no less than 120 days prior to a proposed special event. The special event manager or other reviewing official may waive the 120-day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the special event permit. A special event application form for a district function for which outdoor space is requested must be submitted no earlier than 120 days before the proposed event.
- (c) The issuance of a special event permit grants permission to use public property proposed to be used in connection with the special event (the "licensed premises"). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the special event, and for such other purposes consistent with promoting and conducting the special event as the special event manager first authorizes in writing.
- (d) The issuance of a special event permit authorizes appropriate city departments to issue permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.

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(e) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the special event manager or other authorizing official may be removed and stored by the town at the expense of the promoter, planner or host. The town and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the promoter, planner or host shall indemnify the town, its officials, officers, employees and agents against all claims for any such damage or loss.

(f) Issuance of a special event permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited except as expressly allowed in writing by the special event manager or other authorizing official.

(g) In addition to complying with all conditions of the permit and all applicable city ordinances, regulations, rules, policies and guidelines, the promoter, planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the promoter, planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.

(h) A holder of a permit may not and shall have no authority, to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the town, result in the revocation of the permit.

(i) No rights granted by a permit shall create rights in anyone other than the permittee.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-5. - Right of entry.

The town through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with a special event for the purpose of inspecting the premises, for observing the performance of obligations under this chapter, and for the doing of any act or thing which the town may be obligated to or have the right to do under the permit, this chapter, or other applicable city ordinance, rule or regulation.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-6. - Town services.

To best serve the safety and welfare of the public, the following services shall be provided by the town when required (as determined by the special event committee) in conjunction with a special event.

- (1) Police protection, security and crowd control.
- (2) Fire protection and emergency medical services.
- (3) Park maintenance.
- (4) Street closures.
- (5) Traffic and parking control.

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The promoter, planner or host shall reimburse the town for all costs associated with the provision of such services. There will be a four-hour minimum charge for each Town of Addison employee engaged for an event. Depending upon the scope and nature of an event, the town may require in its discretion that the applicant engage and reimburse the town for a town employee to serve as an overall on-site event coordinator to coordinate the provision of town services.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-7. - Site plan.

- (a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a permit.
- (b) A final site plan, which must be approved by the special event manager or other reviewing official, must be submitted a minimum of 30 days prior to the event.
- (c) The final site plan must be detailed and drawn to scale. It must show the location of concession and display booths, portable toilets, dumpsters, and stages. It must show the location and orientation of loudspeakers, locations for electricity and water, and any other relevant elements.
- (d) Once the final site plan is approved, it cannot be altered without the prior written consent of the town.
- (e) Non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the special event manager or other approving official.
- (f) A walk-through to verify that the actual setup of the event site meets with the approved final site plan shall be conducted prior to the event opening.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-8. - Street closure plan.

Certain streets within the town may be temporarily closed to limit or exclude vehicular or pedestrian traffic prior to, during or after a special event. An applicant requesting street closure(s) for a special event shall submit for approval a road closure plan showing the layout of all barricades and signs at the time of application. The committee shall consider such request in evaluating the application and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. Should street closures be approved, the Town of Addison Street Department shall supervise the placement of all barricades and signs placed on public streets or on any public rights-of-way.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-9. - Concessions.

- (a) Concessionaires and caterers must be approved by the city. Where otherwise required by law, concessionaires and caterers must obtain a health permit from the Addison Environmental Health Department a minimum of 30 days prior to the event and pay any required fees for temporary food service licenses.

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(b) A certified bartender shall be used for the service of alcohol when required by the special event manager, other authorizing official, or when otherwise required by law.

(c) The promoter, planner or host shall ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of the event.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-10. - Noise.

No loud, excessive or unusual noise is allowed between the hours of midnight and 7:00 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Addison Police Department concerning noise may result in the immediate revocation of the special event permit.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-11. - Signs.

(a) All signs used in connection with a special event shall be professionally executed and must comply with all applicable ordinances, rules, and regulations of the Town of Addison, and be approved in writing by the special event manager or other reviewing official.

(b) Written permission from the town must be obtained prior to placing signs on public property. The design and content of signs placed on public property must be approved by the town. Signs placed on public property must be designed and constructed such that they do not leave adhesive residue on property when removed. Inflated signs anchored to the ground, a building or other structure are prohibited. The release of balloons of any kind is prohibited.

(c) Permanent existing signs on public property may not be removed or covered.

(d) Sponsorship and event signs are allowed on designated light posts and perimeter fencing only with the approval of the special event manager or other reviewing official. Such signs may only be hung by using the bracket provided by the town or a cable tie. Such signs may only be displayed according to the timeline approved by the special event manager or other reviewing official.

(e) No placard or other form of advertising may be displayed without the prior written approval of the special event manager or other reviewing official. Any placard or other form of advertising erected, maintained or displayed without such consent may be removed by the town at the applicant's expense.

(f) The Addison Street Department shall supervise the placement of all directional or promotional signs placed on public streets. The rental cost of directional signs is the responsibility of the applicant and payment may be required in advance of the event.

(g) For events sponsored by the town, the applicant may, with the written approval of the special event manager, produce at its own expense two 30" x 30" vinyl banners (per town specifications) to be hung on Belt Line Road at Quorum Drive a maximum of two weeks prior to the event.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-12. - Directives of special event manager or other authorizing official.

The promoter, planner or host shall comply with the printed guidelines and with all other reasonable

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rules, regulations and directives of the special event manager or other authorizing official as may be issued from time to time.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-13. - Cancellation and revocation.

(a) The town may, in its sole discretion, postpone, cancel, suspend or close any special event or revoke a permit for any force majeure event (a "force majeure event" means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reason of like nature).

The town shall have no liability for such postponement, cancellation, suspension or closing. Further, the town shall have no liability for failure to postpone, cancel, suspend, or close a special event for the above-listed or any other reason.

(b) The town may revoke a permit at any time due to the failure of the permittee to comply with any of the terms or conditions of the permit, or any other rules and regulations of the town.

(c) The failure of the town to revoke a permit or to exercise any right, power or authority shall not constitute a waiver of the terms or conditions of the permit and shall not affect the rights of the town to enforce against any other or subsequent breach by the permittee.

(d) The revocation of a permit does not prohibit the town from exercising any and all additional rights and remedies available at law or equity against the permittee for failure to comply with the terms and conditions of the permit, or other ordinance, rule or regulation of the town.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-14. - Indemnity.

An applicant for a special event permit must execute a written agreement to indemnify the town and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-15. - Sponsorship requests.

The town will consider sponsoring events on a case-by-case basis. For an event to be considered for sponsorship funds, the applicant must submit a request for sponsorship along with the special event application. Sponsorship requests shall be reviewed by the committee and a recommendation regarding sponsorship shall be forwarded to the city manager. In making its recommendation, the committee shall consider whether the event will promote the Town of Addison in a positive light and whether the event is likely to attract tourists and have a positive economic impact on the town. The city manager may authorize sponsorships that do not exceed \$25,000.00 in expenditures by the city. Sponsorships that exceed \$25,000.00 in expenditures by the city must be approved by the city council.

(Ord. No. 003-012, § 1, 4-22-03)

ARTICLE II. - DISTRICT AND NON-DISTRICT EVENTS

[Sec. 67-16. - Application process.](#)

[Sec. 67-17. - Site use, space and commission fees.](#)

Sec. 67-16. - Application process.

(a) The applicant shall contact the special event manager to discuss desired or available dates for the event. An event returning to the district or other location within the town for a successive year (a "returning event") may be given priority consideration for the same time period in which it was held in the previous year(s). If the special event manager determines that review by the special event committee is not necessary for a district event due to the nature, size or scope of a proposed event, the special event manager may forward the application to the Conference Centre Manager for processing.

(b) At minimum, and in addition to the information required by Article I, the application must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:

(1) *Applicant information.* Applicant's name, organization name, type of organization; a representation that the applicant and organization are in good standing under the laws of the State of Texas and the United States; address, including city, state, zip code, e-mail address and web site address; telephone number; facsimile number; mobile telephone number; pager number; and on-site contact name and mobile telephone number.

(2) *Event information.* Event name; dates and times requested; type of event; any previous dates such event has been held; previous attendance; expected attendance; whether the event will be open to the public; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries.

(3) *Event special features.* Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary fencing; restrooms; sinks; dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; ticket sales; and any other special features planned for or in conjunction with the event.

(4) *Insurance.* The promoter of a district event or host of a non-district event held on public property and all contractors and subcontractors shall purchase and maintain insurance at their own expense during the event and its setup and teardown in the following minimum amounts:

- a. Statutory limits of workers compensation insurance.
- b. Employers liability \$1,000,000.00.
- c. Commercial general liability \$1,000,000.00.

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- d. General aggregate \$2,000,000.00.
- e. Product/completed operations aggregate \$2,000,000.00.
- f. Personal injury and advertising \$1,000,000.00.
- g. Per occurrence \$1,000,000.00.
- h. Medical coverage \$5,000.00 per person.
- i. Fire liability \$50,000.00 per fire.
- j. Liquor liability endorsement \$1,000,000.00 per claim.
- k. Comprehensive automobile liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles).

The committee shall review the sufficiency of required policies and, based on the nature of the event, request reasonable changes or increases in coverage. Upon such request, the promoter shall immediately increase the limits of such insurance to an amount satisfactory to the town and make other reasonable changes requested. The amount required by the committee shall be commensurate with other events of the nature of the subject event.

Required policies shall be issued by a carrier that is rated "A:-VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, name the Town of Addison as an additional insured on a primary basis in all liability coverages, and include a waiver of the subrogation endorsement in all coverages in favor of Addison.

Certificates of insurance shall be delivered to the special event manager at least 30 days prior to the first day of the district event. Each such certificate must provide that it shall not be canceled without at least 30 days written notice thereof being given to the Town of Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.

(5) *References.* List of four organizations promoter has done business with in connection with the proposed event.

(6) *Advertising and promotion.* Listing of types of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.

(7) *Application fee.* A non-refundable application fee as determined below must be submitted with the application. No application fee is required for a returning event, provided there are no significant changes to the previous year's application, as determined by the special event manager.

ESTIMATED

APPLICATION	ATTENDANCE FEE
1,500—5,000	\$75.00
5,000—10,000	100.00

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10,001—15,000	150.00
15,001—20,000	200.00
Over 20,000	250.00

(8) *Security deposit.* A security deposit will be required with each application in an amount determined by the committee based on the nature, scope and requested location of the event. Additional security may also be required by the committee for the performance of all terms and conditions of the permit in the form of a performance bond, letter of credit, or a cashier's check. If so required, the additional security must be submitted in the required form prior to final approval of the application. All checks are to be made payable to the Town of Addison. The town may apply all or part of the security deposit and additional security to any charges due or to cure any default under the permit, including, without limitation, charges related to clean-up and restoration of the area where the event is held. Any portion of the security deposit or additional security not used by the town shall be refunded. If an event is not approved, the security deposit shall be refunded in its entirety.

(c) The committee shall review the application and make its determination within 30 days after a complete application, including all required fees, has been submitted to the special event division. If the committee determines that clarification or additional information is necessary for proper consideration of an application, this time period may be extended an additional ten days from the date clarification or additional information is provided. The committee may approve, approve with conditions, or deny an application. The committee may also revoke a permit if it determines at any time after approval that the event is not in compliance with the permit or with this chapter. A majority vote or consensus is required for any decision of the committee. For purposes of this paragraph, three members of the committee constitutes a majority. In making its determination, the committee shall consider the following factors:

- (1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event.
- (2) Whether the proposed dates or location conflict with another event or activity.
- (3) Whether the promoter has previous professional experience with hosting an event of the nature or scope proposed.
- (4) Whether the proposed event has been held within the town or the district on a previous occasion.
- (5) Whether police, fire, or other town services will be unduly burdened or adversely affected by the event.
- (6) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- (7) Whether the promoter or applicant owes any taxes, fines or other fees to the town.
- (8) Such other factors as the committee may deem necessary or important in evaluating an application.

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(9) If the event is to be held within the district, the committee shall consider the following additional factors:

- a. Whether the event is likely to promote tourism by attracting tourists.
- b. Whether the event is likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the town.

(d) The special event manager shall notify a promoter in writing of the committee's decision to deny or approve an event. If an application is approved, the notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed by the committee and the time frame for completing such requirements.

(e) The committee's decision of denial may be appealed to the city manager. The appeal must be in writing and filed with the special event manager within ten days after the date of denial. If such appeal is not made within this ten-day period, the decision of the committee shall be final. The appeal shall be decided by the city manager within 30 days after the date of a timely filed appeal.

(f) Fees and security deposits must be in the form of a check, money order or credit card (as directed by the special event manager) in the name of the organization stated on the application and shall be made payable to the Town of Addison. Any amounts invoiced by the town must be paid within 30 days from the date of the invoice. Amounts not paid within that time period will require interest at the highest lawful rate per annum.

(g) When town services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public works personnel, and equipment) are to be provided, an escrow deposit must be provided to the town at least ten days prior to the event in an amount established by the special event manager in a budget for estimated service costs provided by the special event manager. Said budget shall be provided to the applicant at least 60 days prior to the event. Within 30 days after the event, the town shall furnish to the promoter or host a statement reflecting the actual costs incurred by the town for such services (the "actual service costs"). The actual service costs shall be deducted from the escrow deposit and retained by the town. If the escrow deposit exceeds the actual service costs, the town shall refund the excess amount. If the escrow deposit is not sufficient to pay the actual service costs, the difference must be paid by the promoter or host within ten days after receipt of notice to pay from the town. Any interest earned on the escrow deposit shall accrue to the benefit of the town.

(h) An event cancelled or postponed due to a force majeure event (as defined in section 67-13(a)) may be rescheduled within 90 days following its original date subject to availability of the scheduled location. There shall be no charge for such rescheduling.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-17. - Site use, space and commission fees.

(a) *Site use fees.* For district events, site use fees shall be required. Site use fees include district space rental fees and commission fees (Addison Circle Park only).

(b) *Space rental fees.* Rental fees for space within the district shall be as established by the town. The City Manager or his/her designee may authorize the waiving or reducing of these fees to attract additional business or to provide exposure to industry professionals. The Conference Centre Manager

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may provide complimentary space by providing financial support from the Conference Centre based on the ability to achieve additional future business by these actions. The rental/services fees for functions held at the Addison Conference and Theatre Centre are as follows:

Corporate Functions

Room	Hotel Rate	Walk-Up Rate	24-Hour Hold
Buckthorn, Sycamore, Juniper, Acacia	\$195.00	\$260.00	\$330.00
Two of the above rooms (2,400 sq. ft.)	\$400.00	\$530.00	\$670.00
Two of the above rooms and Sophora (4,200 sq. ft.)	\$690.00	\$920.00	\$1,160.00
Sophora	\$290.00	\$385.00	\$485.00
Entire Facility	\$1,620.00	\$2,160.00	\$2,720.00
Deposit	\$100.00	\$100.00	\$100.00

Social Functions (all rates are for eight hours.)

Room	Hotel Rate	Walk-Up Rate
Buckthorn, Sycamore, Juniper, Acacia	\$225.00	\$295.00
Two of the above rooms (2,400 sq. ft.)	\$450.00	\$595.00
Two of the above rooms and Sophora (4,200 sq. ft.)	\$785.00	\$1,030.00
Sophora	\$340.00	\$445.00
Entire Facility	\$1,840.00	\$2,450.00/\$3,675*
Deposit	Up to \$750.00	Up to \$750.00
Kitchen*	\$150.00	\$150.00

* Kitchen is included with the entire facility, mandatory with any social function.

Theatre Centre

Room	Corporate	Social	Theatre*
Lobby	\$250.00	\$400.00	
Main space	700.00	1,200.00	
Rehearsal space	100.00	200.00	200.00

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Lobby and main space			650.00
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* Non-resident theatre company

Stone Cottage

	Corporate	Social	Theatre*
Non-Hotel Rate	\$300.00	\$500.00	\$120.00
Hotel Rate	210.00	350.00	

* Non-resident theatre company

Board Room

	Corporate	Social
Non-Hotel Rate	\$240.00	N/A
Hotel Rate	170.00	

Rental fees may also be applicable to non-district events held on public property. The Conference Centre Manager has the authority to establish rates for items such as copies, transparencies, faxes, notary services, audio/visual services and telephone usage. This information can be obtained from the Conference Centre Manager.

(c) *Commission fees at Addison Circle Park.* For a district event, a commission equal to ten percent of all food and beverage concessions sold during the event by a vendor whose business is located within the Town of Addison and 15 percent of all food and beverage concessions sold during the event by a vendor whose business is located outside of the Town of Addison must be paid to the town within 30 days after the closing date of the district event. The security deposit required by subsection 67-16(b)(8) shall not be released until the commission has been received by the town.

(Ord. No. 003-012, § 1, 4-22-03; Ord. No. 006-045, § 1.A., 9-26-06; Ord. No. 008-034, § 1, 9-9-08)

Editor's note— Section 2 of Ord. No. 006-045, adopted Sept. 26, 2006, states that the changes in the fees set forth in section 67-17 shall be effective from and after October 1, 2006.

ARTICLE III. - DISTRICT FUNCTION

[Sec. 67-18. - Application process.](#)

[Sec. 67-19. - Payment of fees and deposits.](#)

Sec. 67-18. - Application process.

(a) For a district function, a planner shall contact the Conference Centre staff to discuss available dates for the district function. If the Conference Centre Manager determines that, due to its nature or scope, a proposed district function warrants review by the special events manager, the Conference Centre Manager may forward the application to the special events manager for processing.

(b) At a minimum, and in addition to the information required by Article I, the application for a district function must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:

(1) *Planner information.* Applicant's name, organization name, type of organization; a representation that the applicant and organization are in good standing under the laws of the state of Texas and the United States; address, including city, state, zip code, e-mail address and web site address; telephone number; facsimile number; mobile telephone number; pager number; and on-site contact name and mobile telephone number.

(2) *Event information.* Event name; dates and times requested; type of event; any previous dates such event has been held within the town; previous attendance; expected attendance; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries.

(3) *Event special features.* Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary fencing; restrooms; sinks, dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; and any other special features planned for or in conjunction with the event.

(4) *Insurance.* Insurance must be provided as required by the Conference Centre regulations, standards or policies. Any insurance provided must name the town as an additional insured.

(5) *Space use fees.* A list of space use fees may be obtained from the office of the Conference Centre Manager.

(6) *Deposit.* A deposit shall be required by the Conference Centre Manager and must be submitted with the application. All checks are to be made payable to the Town of Addison.

A pre-event and post-event site inspection may be conducted by the planner and the Conference Centre Manager to determine existing conditions. The town may apply all or part of the deposit to any charges due from the planner or to cure any default of the planner under the permit, including, without limitation, charges related to clean up and restoration of any area damaged or altered.

(c) The Conference Centre Manager, along with necessary staff, and the special event manager shall

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review the application and make a determination within 72 hours after a complete application, including all required deposits, has been submitted and all other requirements have been fulfilled.

(d) In reviewing an application, the following factors shall be considered:

- (1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event.
- (2) Whether the proposed dates or location conflict with another event or activity.
- (3) Whether the event is likely to promote tourism by attracting tourists.
- (4) Whether the event has been held within the district on a previous occasion.
- (5) Whether the event is likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the town.
- (6) Whether police, fire, or other town services will be unduly burdened or adversely affected by the event.
- (7) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance.
- (8) Whether the planner or applicant owes any taxes, fines or other fees to the town.
- (9) Such other factors as the Conference Centre Manager and the special event manager may deem necessary or important in evaluating an application.

(e) The Conference Centre Manager or special event manager shall notify a planner in writing of the managers' decision to deny or approve an event. If an application is approved, the notification must advise the planner of the minimum town staffing levels for the event, any specific requirements imposed and the time frame for completing such requirements.

(f) The planner shall notify the Conference Centre Manager in writing of any cancellation or change of event dates. If planner cancels within 45 days of the beginning of the event, all rentals, fees and deposits paid by planner shall be forfeited unless the Conference Centre Manager is able to lease the reserved space during the time of the scheduled event. If the manager is able to so lease the space, planner shall be refunded rentals, fees and deposits received less any costs and expenses incurred by the town due to the cancellation.

(g) If an event is cancelled or postponed due to a force majeure event (as defined in section 67-13(a)), the planner may reschedule the event one time at no charge during the 30-day period following the original date of the event, subject to availability of the rental space.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-19. - Payment of fees and deposits.

All fees or deposits payable to the town in connection with the event or application must be in the form of a check, money order or credit card (as directed by the Conference Centre Manager) in the name of the organization stated on the application and shall be made payable to the Town of Addison. Any invoiced amounts by the town to the planner must be paid within 30 days from the date of the invoice.

Amounts not paid within that time period will require interest at the highest lawful rate per annum.

(Ord. No. 003-012, § 1, 4-22-03)

ARTICLE IV. - RESTAURANT/RETAIL PROMOTIONAL EVENTS

[Sec. 67-20. - Application process.](#)

[Sec. 67-21. - Setup and tear down.](#)

[Sec. 67-22. - Security.](#)

[Sec. 67-23. - Outdoor activities.](#)

[Sec. 67-24. - Parking.](#)

[Sec. 67-25. - Signage and decorations.](#)

[Sec. 67-26. - Alcoholic beverages.](#)

[Sec. 67-27. - Electrical work.](#)

[Sec. 67-28. - Tents.](#)

[Sec. 67-29. - Outdoor foodhandling and food service area.](#)

Sec. 67-20. - Application process.

(a) *Permit.* Prior to holding a restaurant/retail promotional event, or a special event conducted on private property that is open to the general public or to which the general public is invited, the owner or authorized occupant (e.g., tenant) of the property on which the restaurant/retail promotional event or special event is to be held must obtain a permit from the Town of Addison Environmental Services Official. Where private parties, events or other private activities are hosted by an owner or authorized occupant (e.g., tenant) of property and are held or conducted on that property, a permit for the same is generally not required, provided that the zoning restrictions and terms of the certificate of occupancy including occupant load are not violated. If the property owner or business operator wishes to request a variance to the conditions of a certificate of occupancy (including, without limitation, occupancy load) or any zoning regulation or restriction, a permit must be obtained. Any such restaurant/retail promotional or private special event shall be prohibited if the environmental services official determines it to be in violation of any law, ordinance, rule, or regulation, or finds that it would or might compromise, jeopardize, or present a hazard to the health, safety or welfare of the participants or the general public. A permit must be obtained from the special event manager if the environmental services official determines that review by the special event manager is appropriate due to the nature or size of a proposed restaurant/retail promotional event. If a permit is required to be obtained from the special event manager, no permit is required to be obtained from the environmental services official.

(b) *Application.* The application form must be completed and submitted to the environmental services official no less than 14 days prior to the proposed event. The environmental services official may waive the 14-day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the event.

(c) *Application fee.* A non-refundable application fee in the amount of \$75.00 must be submitted with each application.

(Ord. No. 003-012, § 1, 4-22-03; Ord. No. 005-044, § 1, 9-27-05; Ord. No. 007-035, § 1.A, 10-9-07)

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Editor's note— The fees set forth in 67-20(c) shall become effective as of Oct. 1, 2005.

Sec. 67-21. - Setup and tear down.

Setup is allowed no earlier than the day immediately preceding the day of the event and must be completely removed before noon on the next succeeding business day after the event.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-22. - Security.

Sufficient security must be provided by a party to whom a permit is issued to handle larger than usual patronage and festivities. The operator or responsible party for the event must contact the Addison Police Department to discuss the need for and, when required or desired, make arrangements to retain the services of off-duty police officers or other security personnel.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-23. - Outdoor activities.

(a) Outside area to be occupied by customers attending the event must be completely enclosed by a temporary (during the term of the event only) chain-link fence if alcohol is served or allowed to be consumed in such area. If required fencing crosses a fire lane, a 20-foot wide emergency gate must be installed. The gate must be kept closed but unlocked at all times to accommodate public safety vehicles and provide an emergency exit. The fencing set-up must ensure that customers are not forced to re-enter the building in order to vacate the premises in case of an emergency.

(b) All outdoor activities and entertainment must be confined to the area within the premises of the property for which a permit was issued (and if fencing is required by paragraph (a) of this section, then such activities and entertainment must be confined to the area within the fencing). Outdoor music must be provided at a volume level that is not distracting to drivers on adjacent or nearby streets and that is not disturbing to adjacent businesses or residents.

(c) All fire lanes throughout the property on which the event takes place must be kept completely unobstructed to vehicular traffic.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-24. - Parking.

(a) If parking needs for the event are expected to exceed the area(s) owned by or assigned to the host establishment(s), appropriate parking arrangements must be made with affected properties or establishments.

(b) Any required handicapped parking space affected by the outdoor fencing for the event must be temporarily replaced using a space(s) outside the fenced area that is as close as practicable to the entrance to the establishment. Such temporary space must meet all requirements for handicapped spaces including the required "clear zone" on the driver's side of the vehicle and appropriate signage.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-25. - Signage and decorations.

(a) Notwithstanding any other provision in this chapter, no signs, banners, streamers, lights, vehicles, balloons, inflatables, or any other materials or devices regarding or in connection with the event may be displayed on or within the public right-of-way.

(b) Decorations used on the subject property must be minor in scope and intended only for customers patronizing the event.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-26. - Alcoholic beverages.

(a) Access points into the event area must be constantly manned to prevent patrons from entering or exiting with alcoholic beverages.

(b) A copy of the approval permit must be provided to the Texas Alcoholic Beverage Commission ("TABC") or its successor agency.

(c) Any required permit or letter of approval from the TABC must be posted on the premises where the event takes place.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-27. - Electrical work.

Any electrical work performed in connection with the event must be performed by a licensed electrician registered with the building inspection department to do work within the Town of Addison.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-28. - Tents.

A flame-spread certificate must be obtained from the tent supplier for each tent used at the event. Such certificate(s) must be readily accessible for inspection by Addison Fire Department Personnel.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-29. - Outdoor foodhandling and food service area.

(a) Foodhandling out-of-doors must be limited to cooking and service only. Menu items not cooked outdoors must be provided from the establishment's kitchen.

(b) A 25-foot separation must be provided between the grill or other cooking device and any structure or any materials that will burn.

(c) Raw foods must be kept at a temperature no warmer than 41° Fahrenheit.

(d) To the extent practicable, potentially hazardous foods must be cooked to order, and must be aggressively hot held at a temperature no less than 140° Fahrenheit.

(e) A bleachwater rinse must be maintained outside for the purpose of keeping wiping cloths, utensils and food contact surfaces clean and sanitary.

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- (f) Sanitary utensils or foodservice gloves must be used for handling ready-to-eat foods.
 - (g) At least one chemical fire extinguisher rated at 2A-10BC or larger must be provided in the cooking area and in each tent in accordance with the requirements of the Town of Addison Fire Code. In addition, if charcoal or wood is used for cooking, an approved water fire extinguisher of at least two and one-half gallons must be provided.
- (Ord. No. 003-012, § 1, 4-22-03)

ARTICLE V. - ENFORCEMENT

[Sec. 67-30. - Offenses.](#)
[Sec. 67-31. - Penalty.](#)

Sec. 67-30. - Offenses.

- (a) A person commits an offense if the person commences or conducts a special event:
 - (1) Without a special event permit; or
 - (2) In violation of any provision of a special event permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
- (b) A culpable mental state is not required for the commission of an offense under this section.

(Ord. No. 003-012, § 1, 4-22-03)

Sec. 67-31. - Penalty.

- (a) A person who violates a provision of this chapter or a requirement of a special event permit is guilty of a separate offense for each day or part of a day during which the violation is committed or continues.
- (b) Each offense is punishable by a fine not to exceed:
 - (1) \$2,000.00 for a violation of a provision of this chapter or a requirement of a special event permit governing fire safety, zoning, or public health and sanitation, including dumping or refuse; or
 - (2) \$500.00 for all other violations of this chapter or requirements of a special event permit.

Council Agenda Item: # R 2c

AGENDA CAPTION:

Approval of the purchase of (15) 2013 Chevrolet Police Package Tahoe SUV's, (1) 2013 Chevrolet $\frac{3}{4}$ Ton Fire Battalion Command Vehicle and (1) 2013 $\frac{3}{4}$ Ton Service Body Truck under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative, known as BuyBoard, in the amount of \$499,159.00.

FINANCIAL IMPACT:

Capital Equipment Replacement Fund Budgeted Amount: \$ 615,000.00 Police Dept. - (Tahoe's) Cost: \$ 442,185.00 Fire Dept. - (Battalion) Cost: \$ 29,992.00

Airport Fund Budgeted Amount: \$ 27,000.00 Airport - Service Truck Cost: \$ 26,982.00

BACKGROUND:

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council (HGAC). By participating in these cooperative purchasing agreements, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard and HGAC.

The (15) 2013 Police Tahoe's for the Police Department replaces the current patrol fleet of 2010 Dodge Chargers. The 2013 Chevrolet $\frac{3}{4}$ Ton Fire Battalion Command Vehicle replaces a 2004 Ford Excursion Command Vehicle. The 2013 $\frac{3}{4}$ Ton Service Body Truck is for Airport Operations and replaces a 2001 Ford Pick-Up

Truck.

All the replaced vehicles will be auctioned at the next Town vehicle auction.

There are sufficient funds in the Capital Equipment Replacement Fund and Airport Fund to cover the recommended expenditures.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Enhance Public Safety

ATTACHMENTS:

Description:

 [Cover Memo](#)

Type:

Cover Memo

Council Agenda Item: _____

SUMMARY:

Council approval is requested for the purchase of (15) 2013 Chevrolet Police Package Tahoe SUV's, (1) 2013 Chevrolet ¾ Ton Fire Battalion Command Vehicle and (1) 2013 ¾ Ton Service Body Truck under the Town's Inter-local Agreement with the Texas Local Government Purchasing Cooperative - known as BuyBoard in the amount of \$499,159.00.

FINANCIAL IMPACT:

Capital Equipment Replacement Fund	Budgeted Amount:	<u>\$ 615,000.00</u>
Police Dept. - (Tahoe's)	Cost:	<u>\$ 442,185.00</u>
Fire Dept. - (Battalion)	Cost:	<u>\$ 29,992.00</u>
Airport Fund	Budgeted Amount:	<u>\$ 27,000.00</u>
Airport - Service Truck	Cost:	<u>\$ 26,982.00</u>

BACKGROUND:

At the January 11, 2005 Council meeting, the Town approved a resolution to join the Texas Local Government Purchasing Cooperative - better known as BuyBoard. BuyBoard issues request for bids for vehicles and equipment every year and receives extremely competitive prices because of the large volume of purchases they generate. This is a comparable purchasing method to those purchases done through the Houston Galveston Area Council (HGAC). By participating in these cooperative purchasing agreements, we are able to receive better prices on items we need and in some cases without the effort of seeking formal quotes or bids.

State statute exempts the Town from formal bid requirements when purchasing through the Inter-local Agreement with BuyBoard and HGAC.

The (15) 2013 Police Tahoe's for the Police Department replaces the current patrol fleet of 2010 Dodge Chargers. The 2013 Chevrolet ¾ Ton Fire Battalion Command Vehicle replaces a 2004 Ford Excursion Command Vehicle. The 2013 ¾ Ton Service Body Truck is for Airport Operations and replaces a 2001 Ford Pick-Up Truck.

All the replaced vehicles will be auctioned at the next Town vehicle auction.

There are sufficient funds in the Capital Equipment Replacement Fund and Airport Fund to cover the recommended expenditures.

RECOMMENDATION:

Staff recommends approval.

MA

Council Agenda Item: # R 2d

AGENDA CAPTION:

Approval authorizing the city manager to execute the revised Dallas County Community College District and Town of Addison Agreement for Paramedic Internships.

FINANCIAL IMPACT:

None

BACKGROUND:

The Town of Addison and the Dallas County Community College District acting on behalf of Brookhaven College are currently signatories on an existing agreement that allows paramedic students from the college to complete their required internship with our fire department and in return the fire department can utilize the college's paramedic laboratory/clinical classroom facilities for incumbent paramedic continuing education free of charge on a quarterly basis.

The Dallas County Community College District recently updated and revised the language in the existing agreement and requested the Town of Addison's continued participation. The proposed new agreement removed the auto renewing clause noted in Section 3 and removed the additional insurance language noted in Section 13 of the existing agreement. The city attorney reviewed the terms and language of the proposed revised agreement and proposed slight language modifications to protect the town's interest. The Community College District accepted the language proposed in by the city attorney. The revised agreement is presented for your consideration.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Enhance Public Safety

ATTACHMENTS:

Description:

 [Brookhaven College Agreement](#)

Type:

Backup Material

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

AGREEMENT BETWEEN
THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT
AND
THE TOWN OF ADDISON, TEXAS

THIS AGREEMENT is made and entered into by and between the Dallas County Community College District (hereinafter referred to as "District"), a Texas political subdivision of higher education, on behalf of Brookhaven College (hereinafter referred to as "BHC"), and the Town of Addison, Texas, a Texas municipal corporation, (hereinafter referred to as "Town of Addison" or the "City") (the District and the City are hereinafter sometimes referred to together as the "parties" and individually as a "party").

WHEREAS, BHC is one of seven community colleges owned, operated and governed by the District and, through its Division of Health and Human Services Department, offers emergency medical services ("EMS") education and training to its students, including paramedic ("Paramedic") and emergency medical technician ("EMT Basic") education and training; and

WHEREAS, BHC EMS Paramedic students participating in EMS education and training are required by BHC to serve internships consisting of eleven (11) twenty four (24) hour shifts; and

WHEREAS, BHC EMS EMT Basic students are required by BHC to serve internships consisting of two (2) twenty four (24) hour shifts; and

WHEREAS, the Town of Addison is a municipality that provides EMS to its citizens through its Fire Department ("Department"), using trained and certified EMS personnel; and

WHEREAS, BHC would like for its students being educated and trained for EMS to serve internships with Town of Addison EMS personnel, and has requested that the City allow its students to serve these internships with the Department's EMS personnel, and the City has agreed to the same in accordance with terms and conditions hereof; and

WHEREAS, Town of Addison would like to use BHC-EMS lab facilities for quarterly EMS Continuing Education for Town of Addison Paramedics, and BHC has agreed to the same in accordance with terms and conditions hereof.

NOW, THEREFORE, the District and Town of Addison agree as follows:

Agreement Between
Dallas County Community College District
And
The City of Addison

Section 1. Scope of Agreement and Limitations of Authority: The parties agree as follows:

A. The purposes of this Agreement are:

1. to allow BHC EMS students to participate in EMS training in/at the Department's designated Medical Intensive Care Unit ("MICU") stations, under direct supervision of the Department's personnel; in connection therewith, BHC anticipates the placement of approximately 24 of its EMS students, per year, to participate in such EMS training; and.
2. to allow the Department to use the BHC EMS lab facilities for EMS continuing education ("CE").

B. Duties of the District. The District, by and through BHC, shall:

1. provide BHC classroom facilities, when available, and equipment required for Department EMS Continuing Education;
2. waive site rental fees for Department CE lab events;
3. provide the Department qualified employee training on BHC equipment and simulators. This employee will have to receive training on BHC equipment and simulators prior to their conducting the Department CE opportunities;
4. notify the Department liaison (designated by the City pursuant to this Agreement) at least 30 and no more than 45 days in advance of the number of students needing clinical rotations (internships) at Town of Addison;
5. designate a liaison to coordinate that activities of BHC and the District under this Agreement with the City, including dialoguing with the Department liaison regarding BHC EMS students during internship;
6. instruct BHC EMS students as to policies and procedures to follow while at the Department's facilities or participating in an internship with the Department, including, but not limited to, the Department's medical control policies, procedures, and EMS protocols (and if a BHC EMS student fails to comply with any of the City's or Department's rules, policies, protocols, or procedures,

the City, through the Department, may and has the right to immediately terminate the activities of the student and, if the City deems it appropriate (in its sole opinion), may bar the student from further participation in the internship);

7. ensure students enrolled in internships pursuant to this Agreement will have professional liability insurance in an amount not less than:
 - a. one million dollars (\$1,000,000.00) per occurrence, and
 - b. three million dollars (\$3,000,000.00) for each student,

and cause each student to furnish the City with a certificate of insurance satisfactory to the City showing proof of such insurance prior to and as a condition of the student being eligible to be enrolled in training under this Agreement.

C. **Duties of Town of Addison.** Town of Addison, by and through the Department, shall:

1. notify the BHC EMS director at least 6 weeks prior to scheduling the use of the BHC lab. This scheduling will include the naming of the Town of Addison Fire Department employee that will be conducting the training. (Training for the Department on BHC equipment and simulators to be used during CE event will be scheduled with the BHC EMS directors at least 4 weeks prior to scheduled CE activity).

In the event disposable supplies owned by BHC are used by the City, Town of Addison will reimburse BHC the actual cost thereof or replace with in kind supplies to the BHC EMS program.

2. Town of Addison will provide clinical rotations (internships) for BHC EMT Basic and Paramedic students.

For Paramedic training, the City will monitor and observe each BHC Paramedic student in performing emergency medical services and provide feedback for up to two hundred eighty-eight (288) hours.

For EMT Basic training, the City will monitor and observe each BHC EMT Basic student in performing emergency medical services and provide feedback for up to forty-eight (48) hours.

3. The City will designate a liaison to coordinate that activities of the City under this Agreement with BHC, including dialoguing with the BHC liaison regarding BHC students during internship.

Section 2. Consideration: BHC EMS students receiving an EMS internship opportunity with the Department, and the use of the BHC EMS lab facilities by the Department for its CE activities, is a fair and equitable exchange of consideration by and between the parties. Additionally, the District and Town of Addison agree that the performance of this Agreement is in the common public interest of both parties.

Section 3. Term: Unless terminated by either party in accordance with the termination provisions of this Agreement and subject to such termination, this Agreement shall be in full force and effect beginning on January 1, 2013 and continuing through and ending December 31, 2013. At least 30 days prior to expiration of the term, this Agreement may be renewed by a letter of Intent to Continue in form and content agreed to by the parties and signed by the BHC President and by an authorized officer of the City.

Section 4. Right of Termination:

A. Either party may terminate this Agreement, for any reason or for no reason whatsoever, on thirty (30) days written notice to the other party.

B. Additionally, a party (“non-breaching party”) may terminate this Agreement immediately upon the breach of the Agreement by the other party (the “breaching party”). A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of BHC, the making of a misrepresentation or false statement by the breaching party, nonperformance of the breaching party’s duties, or the occurrence of a conflict of interest between the parties. The non-breaching party, in its sole discretion, may give the breaching party an opportunity to cure the breach before terminating this Agreement.

C. If this Agreement is terminated under Section 4.A.:

- a. after the parties have agreed upon a date or dates for use by the City of BHC classroom facilities for CE training, or during any such CE training, or
- b. during the dates that a Department CE event is being administered, or
- c. after a BHC EMS student has signed up and been scheduled for an internship with the Department as described in this Agreement, or
- d. during the dates that a BHC EMS student is participating in an internship experiences,

then (i) in the case of the City and with respect to subparagraphs a. and b., the Department may nevertheless conduct and complete its CE training or event, and (ii) in the case of the District and with respect to subparagraphs c. and d., BHC EMS students may nevertheless participate and complete their assignment internship. In either instance, the same shall be and is subject to the terms, provisions, and conditions of this Agreement (which shall be continued in effect until the Department CE or the BHC EMS student internship, as applicable, is completed).

Section 5. Assignment: Neither party may assign, transfer, or otherwise convey their interest, rights, duties, or responsibilities in this Agreement without the written permission of the other party.

Section 6. Responsibility: Town of Addison shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, brought against or incurred by Town of Addison as a result of any acts or omissions of Town of Addison or its officers, employees, and agents in connection with Town of Addison's performance of this Agreement. The District shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, brought against or incurred by the District or BHC as a result of any acts or omissions of the District or BHC or their officers, employees, and agents in connection with the District's and/or BHC's performance of this Agreement. Nothing in this paragraph or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations of liability Town of Addison or the BHC-EMS may have under Texas or other law. The provisions in this paragraph are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Section 7. Limitations of Authority:

- A. The parties are independent contractors, and nothing in this Agreement creates, is intended to create, nor shall be construed to create an employer-employee relationship, an agency relationship, a partnership, a joint venture, or a joint enterprise. The employees, representatives, and personnel of each of them shall not, under any circumstances, act or be deemed to act as an agent or employee of the others, and the employees, representatives, and personnel of each of them have no authority to bind the others or to make any representation, promise, contract or agreement with respect to the others.
- B. This Agreement represents that entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the District and Town of Addison. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.
- C. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties. Changes to this Agreement are subject to the approval of the DCCCD Legal Department and of the City Attorney.

- D. Neither Party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

Section 7. Waiver: The failure of either party hereto to exercise the rights granted them herein or to enforce any provision hereof shall not constitute a waiver of any such rights or provision. No term or provision of this Agreement shall be deemed waived or any breached excused unless the waiver or excusing of the breach shall be in writing and signed by the party claimed to have waived or excused.

Section 8. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas, without regard to choice of law rules of any jurisdiction.

Section 9. Venue: Venue to enforce this Agreement shall lie exclusively in Dallas County, Texas.

Section 10. Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- B. Under no circumstances shall any personnel of either party be deemed an employee or agent of the other.
- C. The parties agree that their obligations hereunder shall be performed in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.
- D. The above and foregoing recitals to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- E. This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- F. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.
- G. Section and paragraph headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive

enumeration, and use of the term does not create a presumption that components not expressed are excluded.

Section 11. Notice. Notices given pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to:

BHC-EMS

ATTN: Alex Stadhagen
Director, EMS
Health & Human Services Division
Brookhaven College
13614 Midway Rd, Suite 203
Farmers Branch, TX 75244

The Town of Addison

ATTN: Fire Chief
Town of Addison Fire Department
4798 Airport Pkwy
Addison, TX 75001-3364

Dallas County Community College District

ATTN: Kanora Jackson
Clinical Contracts Coordinator
Health & Legal Studies Division
El Centro College
801 Main Street
Dallas, Texas 75202

or to such other address as either Party may designate to the other in writing.

Section 12. Required Insurance.

- A. The District shall obtain and maintain at all times while this Agreement is in effect professional liability insurance on each BHC student (including each BHC EMS EMT Basic student and BHC EMS Paramedic student) in an amount of not less than three million dollars (\$3,000,000) aggregate and not less than one million dollars (\$1,000,000) per single occurrence and shall furnish Town of Addison with a certificate of proof showing such coverage and the declaration page of the policy. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be cancelled or materially altered to reduce the policy limits until Town of Addison has received at least forty-five (45) days' advance written notice of such cancellation or change, so that Town of Addison will have the option of terminating this Agreement before the effective date of such cancellation or change. The District shall be responsible for notifying Town of Addison of such change or cancellation.

- B.** Prior to performance of any other obligation contained herein, the District shall file with Town of Addison required original certificates of insurance with endorsements, which shall clearly state all of the following:
- (i). the policy number, name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts;
 - (ii). that the Town of Addison, Texas is an additional insured with respect to the acts and/or omissions of each BHC student (including each BHC EMS EMT Basic student and BHC EMS Paramedic student);
 - (iii). that Town of Addison, Texas shall receive forty-five (45) days' prior written notice of cancellation or change from either the insurer or the District; and
 - (iv). that the District's insurance is primary as respects any other valid or collectible insurance that Town of Addison may possess, including any self-insurance retentions Town of Addison may have; and any other insurance Town of Addison does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

The certificates of insurance with endorsements and notices shall be mailed to Town of Addison at the address specified in Section 11, above.

- A.** Any insurance provider of the District shall be admitted and authorized to do business in the State of Texas and shall be rated at least A:V in A.M. Best & Company's Insurance Guide. Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.
- B.** No deductibles or self-insured retentions shall be allowed.

Section 13. Nondiscrimination: Parties to this Agreement shall not discriminate in the matter which is the subject of this Agreement on the basis of race, sex, national origin, disability, religion, or sexual orientation.

Section 14. Signatory Clause: The individuals executing this Agreement on behalf of the District and Town of Addison are duly authorized to execute this Agreement on behalf of their respective principals. All parties hereby acknowledge that they have read and understood this Agreement.

Section 15. Signatory Clause: In the event of litigation between the parties hereto, neither party shall be allowed to recover attorney fees or costs.

EXECUTED in duplicate original counterparts effective upon the date indicated above.

<p>Dallas County Community College District's Brookhaven College</p> <p>By: _____ Thom D. Chesney, Ph.D., President</p> <p>_____</p> <p>Date</p>	<p>Town of Addison, Texas</p> <p>By: _____ Ron Whitehead, City Manager</p> <p>Date: _____</p>
<p>Dallas County Community College District</p> <p>_____</p> <p>Wright Lassiter, PhD., Chancellor</p> <p>_____</p> <p>Date</p>	<p>ATTEST: (If applicable)</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Print Name:</p> <p>_____</p> <p>Title:</p> <p>_____</p> <p>Date</p>

APPROVED AS TO FORM: (If applicable)

Signature:

Print Name:

Title:

Date:

APPROVED AS TO CONTENT: (If applicable)

Signature:

Print Name:

Title:

Date:

Council Agenda Item: # R 2e

AGENDA CAPTION:

Approval of a resolution that authorizes the Town to designate representatives that can transact business with the TexPool local government investment pool.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

BACKGROUND:

In addition to investing in individual securities, the Town also invests a portion of our investment portfolio in a local government investment pool known as TexPool. The pool invests primarily in short-term securities maturing in less than 7 days, and Town funds are available at any time without penalty. As such, TexPool offers the Town a competitive short-term investment yield with the added flexibility of immediate funds availability.

Due to staffing changes, the list of authorized representatives with TexPool needs to be amended to add the Revenue and Budget Supervisor and remove the Purchasing and Billing Supervisor. To make these changes, TexPool requires that the City Council approve a resolution. The CFO is retained as an authorized representative that can conduct transactions with TexPool.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources

ATTACHMENTS:

Description:

 [TexPool Amendment Resolution](#)

Type:

Resolution Letter



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, Town of Addison

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

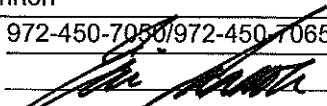

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

- 1. Name: Eric Cannon Title: Chief Financial Officer
Phone/Fax/Email: 972-450-7050/972-450-7065/ecannon@addisontx.gov
Signature: 
- 2. Name: Christopher Morris Title: Revenue and Budget Supervisor
Phone/Fax/Email: 972-450-7091/972-450-7065/cmorris@addisontx.gov
Signature: 

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TEX – REP

3. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

4. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Eric Cannon

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name: _____ Title: _____
Phone/Fax/Email: _____

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 3rd day December, 20 .

NAME OF PARTICIPANT: Town of Addison

BY: _____
Signature
Todd Meier
Printed Name
Mayor
Title

ATTEST: _____
Signature
Chris Terry
Printed Name
Assistant City Manager/City Secretary
Title

This document supersedes all prior Authorized Representative designations.

ORIGINAL SIGNATURE AND DOCUMENT REQUIRED

TexPool Participant Services • Federated Investors Inc
1001 Texas Ave., Suite 1400 • Houston, TX 77002 • www.texpool.com • 1-866-839-7665

TEX – REP

07/12

Council Agenda Item: # R 2f

AGENDA CAPTION:

Approval of a resolution declaring the Town's support of proposed legislation that would authorize the creation of the Cotton Belt Rail Improvement District.

FINANCIAL IMPACT:

BACKGROUND:

This item is related to the potential construction of the Cotton Belt Rail Corridor. In order for the North Central Texas Council of Governments to receive and take action on proposals for design and construction of the Cotton Belt, they would need to be designated as a Municipal Management District by the Texas Legislature. This resolution expresses Council's support for this action.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Infrastructure improvement and maintenance, Develop Next Great Idea

ATTACHMENTS:

Description:

 [Draft Resolution](#)

 [Draft Legislation](#)

Type:

Resolution Letter

Backup Material

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN OF ADDISON, TEXAS
DECLARING THE TOWN'S SUPPORT OF PROPOSED
LEGISLATION THAT WOULD AUTHORIZE THE CREATION OF
THE COTTON BELT RAIL IMPROVEMENT DISTRICT;
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Addison, Texas ("City") has received a request from promoters of the development of the Cotton Belt Rail Improvement District that the City support proposed legislation that would authorize the creation of a special purpose district to facilitate the development of the Cotton Belt passenger rail project along the approximately 62-mile Cotton Belt rail corridor (or any portion of it) that extends from southwest Fort Worth to Plano; and

WHEREAS, the City will benefit from the creation of this district, including the development of commuter rail within the City, which rail project will be of significant importance to the long term future growth of the City and of benefit to its citizens; and

WHEREAS, it is contemplated that one rail station within an area totaling approximately 300 acres of developable land will be included in the special purpose district within the city limits of the City; and

WHEREAS, it is contemplated that the special purpose district will facilitate the development of the Cotton Belt passenger rail project by providing a funding mechanism to assist with the financing of the project; and

WHEREAS, it is contemplated that revenues from existing or newly created tax increment reinvestment zones, revenues from public improvement districts, and other economic development streams of revenue of the City, may be utilized to assist with the development of the project; and

WHEREAS, the proposed legislation to create the Cotton Belt Rail Improvement District, to be filed in the regular session of the 83rd Texas Legislature, is consistent with Chapter 375 of the Texas Local Government Code.

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

Section 1. The City Council hereby declares its support of proposed legislation that would authorize the creation of the Cotton Belt Rail Improvement District by the Legislature of the State of Texas, a draft copy of which legislation, to be filed in the regular session of the 83rd Texas Legislature, is attached to this Resolution.

Section 2. The City Council officially finds, determines, recites and declares that a sufficient written notice of the meeting of the City Council (including the meeting date, hour,

and location) at which this Resolution was passed and approved, including notice of the subject matter of this Resolution and the City Council's consideration of approval thereof, was posted in accordance with law; and that the said meeting was open to the public as required by law at all times during which this Resolution was discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

Section 3. This Resolution shall take effect upon its passage and approval.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Exhibit A---Copy of the Draft Bill

83rd Regular

By: TBD

H.B. No. XXXX

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the Cotton Belt Rail Improvement District; providing authority to impose an assessment, impose a tax, and issue bonds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle C, Title 4, Special District Local Laws Code, is amended by adding Chapter xxxx to read as follows:

CHAPTER xxxx. COTTON BELT RAIL IMPROVEMENT DISTRICT

SUBCHAPTER A. GENERAL PROVISIONS

Sec. xxxx.001. DEFINITIONS. In this chapter:

- (1) "Board" means the district's board of directors.
- (2) "Cities" means the Cities of Ft. Worth, Haltom City, North Richland Hills, Southlake, Grapevine, Coppell, Carrollton, Addison, Farmers Branch, Dallas, Richardson, and Plano.
- (3) "Counties" means Collin, Dallas, and Tarrant.
- (4) "Director" means a board member.
- (5) "District" means the Cotton Belt Rail Improvement District.
- (6) "Managing Local Government Corporation" means the local government corporation formed under Texas Transportation Code Section 431.

H.B. No.

(7) "Participation in the District" means Municipal or County funding of district project costs by interlocal agreement, or direct funding from any lawful source of Municipal or County revenues , including but not limited to funds generated by special economic development districts created pursuant to Chapter 311, Texas Tax Code, Chapter 272, Local Government Code, and Chapter 375, Local Government Code.

(8) "Transit Authorities" means the Dallas Area Rapid Transit Authority, the Denton County Transit Authority, and the Tarrant County Transit Authority.

(9) "Local Assessment Advisory Board" means the board appointed by each local taxing jurisdiction to approve assessment petitions, and approve the use of assessment revenues generated within that local taxing jurisdiction's corporate limits for non-rail project costs.

Sec. xxxx.002. CREATION AND NATURE OF DISTRICT. The Cotton Belt Rail Improvement District is a special district created under Section 59, Article XVI, Texas Constitution.

Sec. xxxx.003. PURPOSE; LEGISLATIVE FINDINGS. (a) The creation of the district is essential to accomplish the purposes of Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution, and other public purposes stated in this chapter. By creating the district and in authorizing the cities and other political subdivisions to contract with the district, the

H.B. No.
legislature has established a program to accomplish the public
purposes set out in Section 52-a, Article III, Texas Constitution.

(b) The creation of the district is necessary to promote,
develop, encourage, and maintain employment, commerce,
transportation, housing, tourism, recreation, the arts,
entertainment, economic development, safety, and the public welfare
in the district.

(c) The district is created to supplement and not to supplant
municipal services provided in the district.

(d) The district is created to provide a statutory structure
for the collaboration of political subdivisions necessary for the
creation of the Cotton Belt Commuter Rail Corridor and related
facilities, and to serve as the tax exempt entity for financing the
development of the rail corridor.

Sec. xxxx.004. FINDINGS OF BENEFIT AND PUBLIC PURPOSE. (a)
The district is created to serve a public use and benefit.

(b) All land and other property included in the district will
benefit from the improvements and services to be provided by the
district under powers conferred by Sections 52 and 52-a, Article
III, and Section 59, Article XVI, Texas Constitution, and other
powers granted under this chapter.

(c) The creation of the district is in the public interest
and is essential to further the public purposes of:

(1) developing and diversifying the economy of the
state;

H.B. No.

(2) eliminating unemployment and underemployment;

(3) developing or expanding transportation and commerce;

and

(4) providing quality residential housing.

(d) The district will:

(1) promote the health, safety, and general welfare of residents, employers, potential employees, employees, visitors, and consumers in the district, and of the public;

(2) provide needed funding for the district to develop, preserve, maintain, and enhance the economic health and vitality of the district territory as a commuter rail corridor, with residential community development and commercial and business center; and

(3) promote the health, safety, welfare, and enjoyment of the public by providing pedestrian ways and by landscaping and developing certain areas in the district, which are necessary for the restoration, preservation, and enhancement of scenic beauty.

(e) Pedestrian ways along or across a street, whether at grade or above or below the surface, and street lighting, street landscaping, vehicle parking, and street art objects are parts of and necessary components of a street and are considered to be an improvement project that includes a street or road improvement.

(g) The district will not act as the agent or instrumentality of any private interest even though the district will benefit many private interests as well as the public.

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Sec. xxxx.005. DISTRICT TERRITORY. (a) The district is initially composed of the territory described by Section 2 of the Act enacting this chapter, and includes territory that is wholly or partially within twelve municipalities and three counties.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake in the field notes or in copying the field notes in the legislative process does not affect the district's:

- (1) organization, existence, or validity;
- (2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;
- (3) right to impose or collect an assessment or tax; or
- (4) legality or operation.

Sec. xxxx.006. ELIGIBILITY FOR INCLUSION IN SPECIAL ZONES.

(a) All or any part of the area of the district is eligible to be included in:

- (1) a tax increment reinvestment zone created under Chapter 311, Tax Code;
- (2) a tax abatement reinvestment zone created under Chapter 312, Tax Code;
- (3) an enterprise zone created under Chapter 2303, Government Code; or
- (4) an industrial district created under Chapter 42, Local Government Code.

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(b) Any city within the boundary of the district which creates a tax increment reinvestment zone described by Subsection (a), that city and the board of directors of the zone, by contract with the district, may grant money deposited in the tax increment fund to the district to be used by the district for the purposes permitted for money granted to a corporation under Section 380.002(b), Local Government Code, including the right to pledge the money as security for any bonds issued by the district for an improvement project. A project may not receive public funds under Section 380.002(b), Local Government Code, unless the project complies with a development agreement entered into under Section xxxx.207.

(c) A tax increment reinvestment zone created by any city in the district is not subject to the limitations provided by Section 311.006(b), Tax Code.

(d) A tax increment reinvestment zone or a tax abatement reinvestment zone may not include territory in the district unless the governing body of the municipality creating the reinvestment zone approves the inclusion.

Sec. xxxx.007. APPLICABILITY OF MUNICIPAL MANAGEMENT DISTRICTS LAW. Except as otherwise provided by this chapter, Chapter 375, Local Government Code, applies to the district.

Sec. xxxx.008. LIBERAL CONSTRUCTION OF CHAPTER. This chapter shall be liberally construed in conformity with the findings and purposes stated in this chapter.

[Sections xxxx.009-xxxx.050 reserved for expansion]

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. xxxx.051. GOVERNING BODY; TERMS. (a) The district is governed by a board of nineteen voting directors who serve staggered terms of four years, with the odd numbered position terms expiring June 1, 2014. Even numbered positions will serve their initial term, expiring on June 1, 2017.

(b) Each participating municipality or county in the district shall appoint one director to represent their city or county.

(c) Each regional transit agency serving the District may appoint one director to serve on the board.

Sec. xxxx.052. QUALIFICATIONS OF DIRECTORS APPOINTED BY A CITY. (a) To be qualified to serve as a director appointed by the governing body of a city, a person must be:

(1) a resident of the district;

(2) an owner of property in the district;

(3) an owner of stock or a partnership or membership interest, whether beneficial or otherwise, of a corporate partnership, limited liability company, or other entity owner of a direct or indirect interest in property in the district;

(4) an owner of a beneficial interest in a trust, or a trustee in a trust, that directly or indirectly owns property in the district; or

(5) an agent, employee, or tenant of a person described by Subdivision (2), (3), or (4).

(6) A representative nominated and approved by the

governing body of the City.

(b) Section 49.052, Water Code, does not apply to the district.

Sec.0000.053 QUALIFICATION OF DIRECTORS APPOINTED BY A TRANSIT AGENCY. (a) To be qualified to serve as a director appointed by a Transit Agency, a person must be:

- (1) A resident of the district;
- (2) A person employed by such agency;
- (3) A person nominated and approved by the agency board of directors as the agency representative.

Sec. 0000.054 QUALIFICATION OF DIRECTORS APPOINTED BY A COUNTY. (a) To be qualified to serve as a director appointed by the governing body of a county, a person must be:

- (1) a resident of the district;
- (2) an owner of property in the district;
- (3) an owner of stock or a partnership or membership interest, whether beneficial or otherwise, of a corporate partnership, limited liability company, or other entity owner of a direct or indirect interest in property in the district;
- (4) an owner of a beneficial interest in a trust, or a trustee in a trust, that directly or indirectly owns property in the district; or
- (5) an agent, employee, or tenant of a person described by Subdivision (2), (3), or (4).
- (6) a representative nominated and approved by the

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Commissioner Court for that county.

(b) Section 49.052, Water Code, does not apply to the district.

Sec. xxxx.055. APPOINTMENT OF DIRECTORS. The governing bodies of each participating municipality, county, or transit agency shall appoint or reappoint Directors representing their entity operating under sections 0000.052, 0000.053, or 0000.054.

Sec. xxxx.056. VACANCY. If a vacancy occurs on the board, the appointing entity shall fill the vacancy by nomination and approval of their respective governing body.

Sec. xxxx.057. DIRECTOR'S OATH OR AFFIRMATION. (a) A director shall file the director's oath or affirmation of office with the district, and the district shall retain the oath or affirmation in the district records.

(b) A director shall file a copy of the director's oath or affirmation with the secretary of the city.

Sec. xxxx.058. OFFICERS. The board shall elect from among the directors a chair, a vice chair, and a secretary. The offices of chair and secretary may not be held by the same person.

Sec. xxxx.059. COMPENSATION; EXPENSES. A director is not entitled to compensation but is entitled to reimbursement for necessary and reasonable expenses incurred in carrying out the duties and responsibilities of the board.

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Sec. xxxx.060. LIABILITY INSURANCE. The district may obtain and pay for comprehensive general liability insurance coverage from a commercial insurance company or other source that protects and insures a director against personal liability and from all claims relating to:

(1) actions taken by the director in the director's capacity as a member of the board;

(2) actions and activities taken by the district; or

(3) the actions of others acting on behalf of the district.

Sec. xxxx.061. EXECUTIVE COMMITTEE. (a) The board may create an executive committee to exercise the powers of the board.

(b) The executive committee shall be comprised of five directors.

(c) The Executive Committee members shall be elected by majority vote of the District Board.

(d) The Executive Committee shall include at least one Transit Agency Director on the committee.

Sec. xxxx.062. BOARD MEETINGS. The board shall hold meetings at a place accessible to the public.

Sec. xxxx.063. INITIAL DIRECTORS. (a) The initial board consists of:

Pos. No. Name of Director

1 _____

- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____
- 13 _____
- 14 _____
- 15 _____
- 16 _____
- 17 _____
- 18 _____
- 19 _____

(b) Section xxxx.052-xxxx.054 does not apply to this section.

(c) This section expires September 1, 2017.

[Sections xxxx.062-xxxx.-090 reserved for expansion]

SUBCHAPTER B-1-LOCAL ASSESSMENT ADVISORY BOARD

Sec xxxx.091. LOCAL ASSESSMENT ADVISORY BOARD (a)

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shall be appointed by the City Council of each taxing jurisdiction where assessment revenues are generated and shall consist of the member appointed to the District board by that City, and include two additional members appointed by that City Council.

(b) Terms for the local assessment advisory board shall be the same as the term for the jurisdiction's representative on the District Board.

(c) vacancies on the local assessment advisory board shall be filed by the city council appointing the advisory board.

Sec. xxxx.092 POWERS OF THE LOCAL ASSESSMENT ADVISORY BOARD shall include (a) review and approval of assessment petitions submitted to the board under Sec. xxxx.155(c) (3) and, (b) approve, subject to the consent of that advisory board's appointing City Council, the use of revenues generated by assessments in the City's portion of the District for non-rail project costs, and;

(b) Any other powers granted to the Advisory Board by the City Council

(Sec. xxxx.093–Sec. xxxx.100 are reserved for expansion.)

SUBCHAPTER C. POWERS AND DUTIES

Sec. xxxx.101. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes for which the district is created.

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Sec. xxxx.102. DEVELOPMENT CORPORATION POWERS. The district, using money available to the district, may exercise the powers given to a development corporation under Chapter 505, Local Government Code, including the power to own, operate, acquire, construct, lease, improve, or maintain a project under that chapter.

Sec. xxxx.103. NONPROFIT CORPORATION. (a) The board by resolution may authorize the creation of a nonprofit corporation to assist and act for the district in implementing a project or providing a service authorized by this chapter.

(b) The nonprofit corporation:

(1) has each power of and is considered to be a local government corporation created under Subchapter D, Chapter 431, Transportation Code; and

(2) may implement any project and provide any service authorized by this chapter.

(c) The board shall appoint the board of directors of the nonprofit corporation. The board of directors of the nonprofit corporation shall serve in the same manner as the board of directors of a local government corporation created under Subchapter D, Chapter 431, Transportation Code, except that a board member is not required to reside in the district.

Sec. xxxx.104. AGREEMENTS; GRANTS. (a) As provided by Chapter 375, Local Government Code, the district may make an agreement with or accept a gift, grant, or loan from any person.

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(b) The implementation of a project is a governmental function or service for the purposes of Chapter 791, Government Code.

Sec. xxxx.105. LAW ENFORCEMENT SERVICES. To protect the public interest, the district may contract with a qualified party, including the county or the city, to provide law enforcement services in the district for a fee.

Sec. xxxx.106. MEMBERSHIP IN CHARITABLE ORGANIZATIONS. The district may join and pay dues to a charitable or nonprofit organization that performs a service or provides an activity consistent with the furtherance of a district purpose.

Sec. xxxx.107. ECONOMIC DEVELOPMENT. (a) The district may engage in activities that accomplish the economic development purposes of the district.

(b) The district may establish and provide for the administration of one or more programs to promote state or local economic development and to stimulate business and commercial activity in the district, including programs to:

- (1) make loans and grants of public money; and
- (2) provide district personnel and services.

(c) The district may create economic development programs and exercise the economic development powers that:

- (1) Chapter 380, Local Government Code, provides to a municipality; and
- (2) Subchapter A, Chapter 1509, Government Code,

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provides to a municipality.

Sec. xxxx.108. PARKING FACILITIES. (a) The district may acquire, lease as lessor or lessee, construct, develop, own, operate, and maintain parking facilities or a system of parking facilities, including lots, garages, parking terminals, or other structures or accommodations for parking motor vehicles off the streets and related appurtenances.

(b) The district's parking facilities serve the public purposes of the district and are owned, used, and held for a public purpose even if leased or operated by a private entity for a term of years.

(c) The district's parking facilities are parts of and necessary components of a street and are considered to be a street or road improvement.

(d) The development and operation of the district's parking facilities may be considered an economic development program.

Sec. xxxx.110 RAIL FACILITIES

(a) The district may acquire, construct, redevelop and operate commuter rail facilities throughout the district corridor, subject to Sec. xxxx.112

(b) The district will have the powers of Title 5, Subtitle B, Chapter 91, Subchapter A, Sec.91.004, subject to Sec. xxxx.112

(c) The district is not subject to Section 91.005 of the

aforementioned section of Title 5.

(d) On behalf of the district and consistent with system financing and value capture requirements established by the district, the Managing Local Government Corporation may:

(i) design, construct, operate, and maintain station platforms and infrastructure associated with commuter rail operations in the district.

(ii) subject to applicable trackage rights agreements, operate and maintain all aspects of the commuter rail service in the district.

Sec. xxxx.111. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

Sec. xxxx.112 CREATION OF NEW TRANSIT AUTHORITY . The District may not create a new transit authority to replace those transit authorities defined in Subchapter A, Section xxxx.001 (8) of this Statute.

(b) Participation by Transit Authorities in the development of the rail corridor, including its design, construction, operation, and maintenance, shall be subject to the approval of a final agreement between a Transit Authority or Authorities and the district board of directors.

[Sections xxxx.110-xxxx.130 reserved for expansion]

SUBCHAPTER C-1. IMPROVEMENT PROJECTS

Sec. xxxx.131. IMPROVEMENT PROJECTS AND SERVICES. The district may provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service using money available to the district, or contract with a governmental or private entity to provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under this chapter or Chapter 375, Local Government Code.

Sec. xxxx.132. LOCATION OF IMPROVEMENT PROJECT. An improvement project described by Section xxxx.131 may be located:

- (1) in the district; or
- (2) in an area outside but adjacent to the district if the project is for the purpose of extending a public infrastructure improvement beyond the district's boundaries to a logical terminus.

Sec. xxxx.133. PREREQUISITES FOR IMPROVEMENT PROJECTS. The district may not construct an improvement project unless:

- (1) the owner of the land on which the improvement project will be constructed records a plat in the map and plat records of the county in which the district is located; and
- (2) the planning commission of the city approves the plat.

Sec. xxxx.134. ADDITIONAL DISTRICT DUTIES REGARDING IMPROVEMENT PROJECTS. The district shall:

- (1) submit written notice to the city administrator or the administrator's designee of the anticipated date construction

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of an improvement project will begin;

(2) construct the improvement project to comply with a development agreement entered into under Section xxxx.207;

(3) comply with applicable city ordinances, resolutions, and regulations when constructing and maintaining an improvement project;

(4) allow a representative of the city to inspect an improvement project during construction to assess the project's compliance with applicable city ordinances, resolutions, and regulations;

(5) alter an improvement project to comply with applicable city ordinances, resolutions, and regulations if the representative of the city provides the district with written notice that the improvement project does not comply with applicable city ordinances, resolutions, and regulations; and

(6) obtain any necessary permits from city, county, state, or federal authorities to construct and maintain an improvement project.

Sec. xxxx.135. LICENSE AND CERTIFICATION REQUIREMENTS. The district may not contract with or employ a person to plan or construct an improvement project unless the person is licensed or certified in an area relating to planning or construction, as applicable.

Sec. xxxx.136. CONSOLIDATION WITH OTHER MUNICIPAL MANAGEMENT DISTRICTS. Subchapter P of Chapter 375, Texas Local

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Government Code applies to the District. The District board of
directors can vote to approve and authorize a merger of territory
within the boundary of another independently created management
district, Sec. xxxx.155. and all sections of Subchapter E of this
statute.

[Sections xxxx.136-xxxx.150 reserved for expansion]

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS; ASSESSMENTS

Sec. xxxx.151. DISBURSEMENTS AND TRANSFERS OF MONEY. The
board by resolution shall establish the number of directors'
signatures and the procedure required for a disbursement or
transfer of the district's money.

Sec. xxxx.152. MONEY USED FOR IMPROVEMENTS OR SERVICES. The
district may acquire, construct, finance, operate, or maintain an
improvement project or service authorized under this chapter or
Chapter 375, Local Government Code, using any money available to
the district.

Sec. xxxx.154 SUBDIVISION OF THE DISTRICT

The district may subdivide into subdistricts for the
purpose of establishing separate assessments and assessment rates
or taxes.

Sec. xxxx.155. PETITION REQUIRED FOR FINANCING SERVICES AND
IMPROVEMENTS WITH ASSESSMENTS. (a) The board may not finance a
service or improvement project with assessments under this chapter
unless a written petition requesting that service or improvement

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has been filed with the board.

(b) The petition must be signed by the owners of a majority of the assessed value of real property in the district subject to assessment according to the most recent certified tax appraisal roll for the county, subject to section xxxx.153(c); or.

(c) In areas where the district has subdivided, assessments in subdivided areas will be subject to a separate petition filed with the board by either;

1) of a majority of the property owners in that subdistrict; or

2) at least 25 persons who own real property in the subdistrict subject to assessment, if more than 25 persons own real property in the district subject to assessment as determined by the most recent certified tax appraisal roll for the County in which the subdistrict is located, or,

3) an individual property owner, specifically requesting a levy and assessment on property owned by the petitioner, which assessment will be for the duration of the service and assessment plan for the district, and retaining the character of assessment revenues authorized by Chapter 375, Texas Local Government Code.

4) assessments levied as provided by Sec.xxxx.155 (c) (3) will be subject to Sec.xxxx.157

(d) The subdistricts include the following: (list them)

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Sec. xxxx.154. METHOD OF NOTICE FOR HEARING. (a) The district, including its subdistricts, may mail the notice required by Section 375.115(c), Local Government Code, by certified or first class United States mail. The board shall determine the method of notice.

(b) Each subdistrict will be required to mail notice required by Section 375.115(c) for its respective proposed assessment.

Sec. xxxx.155. ASSESSMENTS; LIENS FOR ASSESSMENTS. (a) The board by resolution may impose and collect an assessment for any purpose authorized by this chapter in all or any part of the district, subject to Sec. xxxx.157

(b) An assessment, a reassessment, or an assessment resulting from an addition to or correction of the assessment roll by the district, penalties and interest on an assessment or reassessment, an expense of collection, and reasonable attorney's fees incurred by the district:

(1) are a first and prior lien against the property assessed;

(2) are superior to any other lien or claim other than a lien or claim for county, school district, or municipal ad valorem taxes; and

(3) are the personal liability of and a charge against the owners of the property even if the owners are not named in the

assessment proceedings.

(c) The lien is effective from the date of the board's resolution imposing the assessment until the date the assessment is paid. The board may enforce the lien in the same manner that the board may enforce an ad valorem tax lien against real property.

(d) The board may make a correction to or deletion from the assessment roll that does not increase the amount of assessment of any parcel of land without providing notice and holding a hearing in the manner required for additional assessments.

Sec. xxxx.156. TAX AND ASSESSMENT ABATEMENTS. The district may designate reinvestment zones and may grant abatements of a tax or assessment on property in the zones.

Sec. xxxx.157. LIMITATION ON ASSESSMENTS. (a) Any proposed use of assessment revenue for non-rail development project costs within a taxing jurisdiction where assessments are levied shall be subject to the approval of the governing body of that taxing jurisdiction,

(b) the board of the District shall decide the how assessment revenues generated for rail project costs will be used by the District

[Sections xxxx.157-xxxx.200 reserved for expansion]

SUBCHAPTER E. TAXES AND BONDS

Sec. xxxx.201. BONDS AND OTHER OBLIGATIONS. (a) The district may issue, by public or private sale, bonds, notes, or other obligations payable wholly or partly from ad valorem taxes or

H.B. No.
assessments in the manner provided by Subchapter A, Chapter 372, or
Subchapter J, Chapter 375, Local Government Code.

(b) In exercising the district's borrowing power, the
district may issue a bond or other obligation in the form of a
bond, note, certificate of participation or other instrument
evidencing a proportionate interest in payments to be made by the
district, or other type of obligation.

(c) In addition to the sources of money described by
Subchapter A, Chapter 372, and Subchapter J, Chapter 375, Local
Government Code, district bonds may be secured and made payable
wholly or partly by a pledge of any part of the money the district
receives from improvement revenue or from any other source.

Sec. xxxx.202. BOND MATURITY. Bonds may mature not more than
30 years from their date of issue.

Sec. xxxx.203. TAXES FOR BONDS AND OTHER OBLIGATIONS. At the
time bonds or other obligations payable wholly or partly from ad
valorem taxes are issued:

(1) the board shall impose a continuing direct annual ad
valorem tax for each year that all or part of the bonds are
outstanding; and

(2) the district annually shall impose an ad valorem tax
on all taxable property in the district in an amount sufficient to:

(A) pay the interest on the bonds or other
obligations as the interest becomes due; and

(B) create a sinking fund for the payment of the

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principal of the bonds or other obligations when due or the
redemption price at any earlier required redemption date.

Sec. xxxx.204. ELECTION REQUIRED FOR TAXES OR BONDS. (a) The
district must hold an election in the manner provided by Subchapter
L, Chapter 375, Local Government Code, to obtain voter approval
before the district may impose an ad valorem tax or issue bonds
payable from ad valorem taxes.

(b) any ad valorem tax approved pursuant to Sec. xxxx.205 (a)
must also receive the approval and consent of the city council of
the city where the tax is to be levied.

Sec. xxxx.205. HOTEL OCCUPANCY TAX. (a) The district may
impose a hotel occupancy tax in the manner that Chapter 351, Tax
Code, provides for a municipality.

(b) A tax imposed under this section may not exceed the
maximum rate under Section 351.003(a), Tax Code.

Sec. xxxx.206. CERTAIN SINGLE-FAMILY RESIDENTIAL PROPERTY
EXEMPT. (a) The district may not impose an assessment or tax on a
single-family residential property that:

(1) is in the territory described by Section 2 of the
Act creating the district; and

(2) exists as of the effective date of the Act enacting
this chapter.

(b) Section 375.161, Local Government Code, does not apply to
the district.

Sec. xxxx.207. DEVELOPMENT AGREEMENT. The district may enter

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into development agreements that requires the district to reimburse
one or more developers for the costs associated with constructing
and maintaining an improvement project. The district may use
revenue from taxes and assessments to reimburse a developer under
this section.

[Sections xxxx.208-xxxx.250 reserved for expansion]

SUBCHAPTER F. DISSOLUTION

Sec. xxxx.251. DISSOLUTION BY MUNICIPALITIES. (a) Chapter
375.314 of the Texas Local Government Code does not apply to the
District.

(b) A City may terminate its participation in the District by
Ordinance, subject to Section. xxxx.251(c)

(c) If a city elects to terminate its participation in the
district, the City's financial obligation to the District will
continue until the City's share of district's outstanding debt or
contractual obligations that are payable from ad valorem taxes have
been repaid or discharged, and may be paid from any lawful source
available to the City.

(c) If the district enters a development agreement(s) under
Section xxxx.207, the city may not terminate its participation in
the district until its share of obligations as set forth in the
agreement has been fulfilled, including any right or obligation the
district has to reimburse a developer or owner for the costs of
improvement projects.

SECTION 2. The Cotton Belt Rail Development District

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initially includes all the territory contained in the following
area: **NEED TO ADD LANGUAGE DEFINING THE ROW AND DEVELOPMENT
PARCELS AROUND EACH STOP.**

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, lieutenant governor, and speaker of the house of representatives within the required time.

(d) The general law relating to consent by political subdivisions to the creation of districts with conservation, reclamation, and road powers and the inclusion of land in those districts has been complied with.

(e) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act have been fulfilled and accomplished.

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SECTION 4. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2013.

DRAFT

Council Agenda Item: #R3

AGENDA CAPTION:

Presentation, discussion and consideration of approval of members to the Board of Zoning Adjustment.

FINANCIAL IMPACT:

NA

BACKGROUND:

There are seven members on the Board of Zoning Adjustment. The Mayor and each Councilmember make one appointment. When members go off the Council, their appointments are assigned at random to incoming Council Members. The Board of Zoning Adjustment hears variances to the zoning ordinance. The Board meets rarely - in fact there has not been a meeting in over three years. Therefore, some members will not ever attend a meeting during their term of service. However, the staff does strive to keep appointments current. Four members currently have expired terms:

Steve Blum, 1st term, expired 11-09-12, appointed by Mayor Meier
Traci Heatherington, 1st term, expired 11-09-12, appointed by Councilmember Resnik
Lori Ward, 2nd term, expired 9-28-2012, appointed by Councilmember DeFrancisco
Audrey Yasbeck, 1st term, expired 11-09-12, appointed by Councilmember Gunther (formerly Lay)

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [Board of Zoning Adjustment Roster](#)

Type:

Cover Memo

BOARD OF ZONING ADJUSTMENT

Steve Blum

17030 Planters Row
Addison, TX 75001-5036
(C) 214-394-7827
(O) 214-727-6000
Term Expires: 11-09-12 1st Term
Appointed by: MEIER

Burk Burkhalter

3824 Waterford Drive
Addison, TX 75001-7954
(H) 972-243-7110
Term Expires: 03-27-2014 2nd Term
Appointed by: CLEMENS

Traci Heatherington

5006 Parkview Place
Addison, TX 75001-6332
(H) 972-788-1845
(O) 469-222-7167
Term Expires: 11-09-12 1st Term
Appointed by: RESNIK

Marshall (Skip) Robbins

14770 Maiden Court
Dallas, TX 75254-7525
(O) 972-788-4083
(C) 214-597-1587
Term Expires: 03-13-2014 1st Term
Appointed by: MOORE

Lori Ward

14801 Lake Forest Drive
Dallas, TX 75254-7615
(O) 214-840-7188
Term Expires: 09-28-2012 2nd Term
Appointed by: DE FRANCISCO

Jeff White

14597 Parker Court
Addison, TX 75001-7971
(C) 214-986-9627
(O) 972-386-6440
Term Expires: 04-10-14 1st Term
Appointed by: ARFSTEN

Audrey Yazbeck

15714 Quorum Drive, #3
Addison, TX 75001-3340
(H) 214-690-1482
Term Expires: 11-09-12 1st Term
Appointed by: GUNTHER

Carmen Moran

Town of Addison
P.O. Box 9010
Addison, TX 75001
972-450-2886

Council Agenda Item: #R4

AGENDA CAPTION:

PUBLIC HEARING. Case 1658-SUP/Vernon's Grille. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, Suite 142, which property is currently zoned LR – Local Retail, by approving for that property an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to add a patio to an existing restaurant, on application from Vernon's Grill, represented by Mr. Christopher Myrick.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 5290 Belt Line Road, Suite 142, on application from Vernon's Grille, represented by Mr. Christopher Myrick, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

 [docket map, staff report, and commission findings](#)

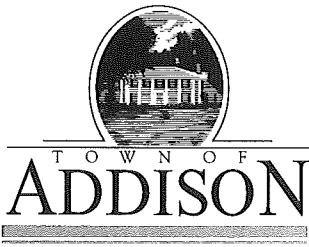
Type:

Cover Memo

1658-SUP

PUBLIC HEARING. Case 1658-SUP/Vernon's Grille. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 5290 Belt Line Road, Suite 142, which property is currently zoned LR – Local Retail, by approving for that property an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only in order to add a patio to an existing restaurant, on application from Vernon's Grill, represented by Mr. Christopher Myrick.





November 6, 2012

STAFF REPORT

RE: Case 1658-SUP/Vernon's Grille

LOCATION: 5290 Belt Line Road, Suite 142

REQUEST: 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

APPLICANT: Vernon's Grille, represented by Mr. Christopher Myrick

DISCUSSION:

Background. Vernon's Grille has been in continuous operation in this space since 1987. It was originally approved through Special Use Permit ordinance 087-001, approved on January 20, 1987. At this point, the owners would like to add a patio to the front of their building to provide a smoking area outside the restaurant and take the interior to a no-smoking area during lunches.

Proposed Plan. The plans indicate a 479.3 square-foot patio will be added to the front (north) side of the existing restaurant. The patio will be enclosed with a 36-inch tall metal railing. The patio will provide two gates and a handicapped-accessible ramp for access to the patio and the interior of the restaurant.

Landscaping. The patio will be installed on existing concrete, so the landscaping on the site will not be impacted. The landscaping in the center complies with the requirements of the landscaping ordinance and is being maintained.

Parking. This center is in a Local Retail district which provides parking for restaurants at one space per 100 square feet. This restaurant contains 3,500 square feet and will require 35 parking spaces. This patio will add 479 square feet, which will require 5

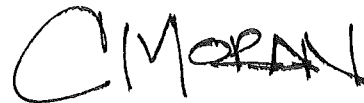
additional spaces. The center requires 656 total parking spaces and provides 716 spaces, which is well over demand.

RECOMMENDATION:

Staff recommends approval of the request for the 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, in order to provide for a patio, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Respectfully submitted,

A handwritten signature in black ink that reads "C Moran". The "C" is large and loops around the "M", and "ORAN" is written in a slightly slanted, cursive style.

Carmen Moran
Director of Development Services

Case 1658-SUP/Vernon's Grille
November 16, 2012

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 5290 Belt Line Road, Suite 142, on application from Vernon's Grille, represented by Mr. Christopher Myrick, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: none

Council Agenda Item: #R5

AGENDA CAPTION:

PUBLIC HEARING. Case 1659-SUP/The Break. Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 3870 Ponte Avenue, Suite 150, which property is currently zoned PD – Planned Development through Ordinance 007-034, by approving for that property a Special use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from The Break, represented by Mr. Scott P. Tallis of Break Management Group LLC.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 3870 Ponte Avenue, Suite 150, on application from the Break, represented by Mr. Scott P. Tallis of Break Management Group, LLC, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: none

FINANCIAL IMPACT:

NA

BACKGROUND:

NA

RECOMMENDATION:

Administration recommends approval.

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

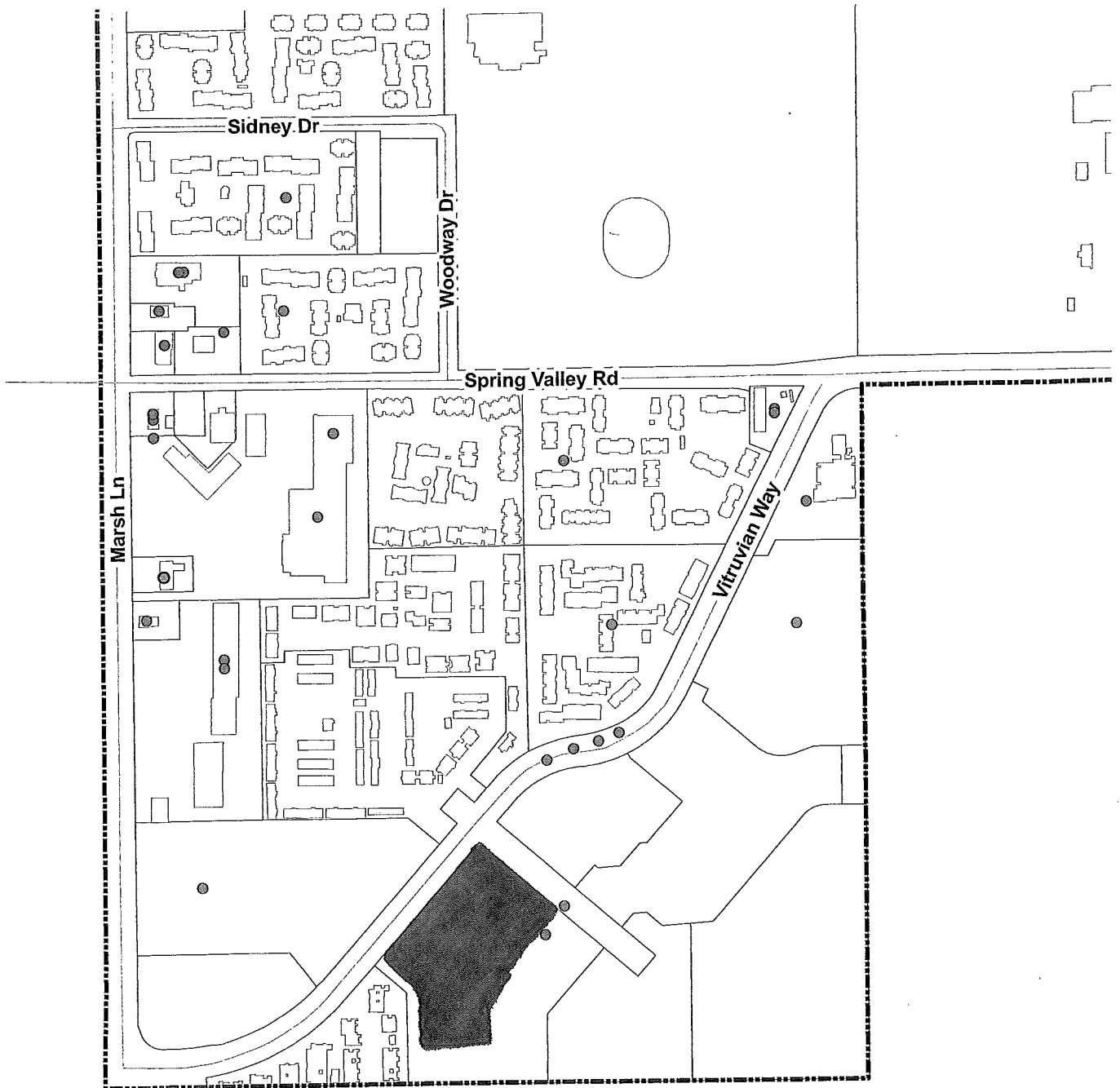
 [docket map, staff report, and commission findings](#)

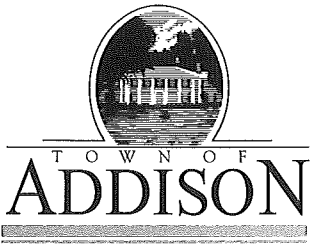
Type:

Cover Memo

1659-SUP

PUBLIC HEARING. Case 1659-SUP/The Break Public hearing, discussion, and consideration of approval of an ordinance changing the zoning on property located at 3850 Ponte Avenue, Suite 150, which property is currently zoned PD – Planned Development through Ordinance 007-034, by approving for that property a Special use Permit for a restaurant and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, on application from The Break, represented by Mr. Scott P. Tallis of Break Management Group LLC.





November 6, 2012

STAFF REPORT

RE: Case 1659-SUP/The Break

LOCATION: 3850 Ponte Avenue, Suite 150

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

APPLICANT: The Break Restaurant, represented by Mr. Scott P. Tallis

DISCUSSION:

Background. This lease space is located in the ground floor of the Savoye Apartment building, which is the first phase of the Vitruvian Park development. The Break will be the first restaurant to go into Vitruvian Park.

Proposed Plan. The floor plan indicates a space of 3,236 square feet with a 1,200 square foot patio, for a total area of 4,436 square feet. The restaurant features a bar and two separate seating areas for 92 customers, including a private dining room, inside the space, and seating for an additional 53 customers on the patio.

Façade. The applicant is not proposing any changes to the existing façade of the tenant space.

Parking. The parking requirement for this restaurant is figured at the mixed use ratio of one space per 100 square feet. The 4,436 square-foot space will require 44 spaces. The Savoye required 525 parking spaces for all uses, and provided 612 spaces, so there are 87 extra spaces on the site (surface and garage) for this restaurant.

Landscaping. There are no landscaping requirements for this use. The landscaping in Vitruvian Park is maintained by the Town with the exception of color beds against the building, which are maintained by the landlord.

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

Signs. The applicant showed one sign on the façade. The applicant should be aware that all signs must be permitted under the requirements of the Addison Sign ordinance, and cannot be approved through this process. The applicant should also be aware that the Town has a policy against the use of any terms, such as “bar” or “tavern”, or any graphic depictions that denote alcoholic beverages, in exterior signs.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption, subject to the following condition:

-The applicant shall not use any terms or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

A handwritten signature in black ink that reads "C MORAN". The "C" is large and loops around the "M", and "ORAN" is written in a slightly slanted, cursive style.

Carmen Moran
Director of Development Services

Case 1659-SUP/The Break
November 16, 2012

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on November 15, 2012, voted to approve the request for approval of an ordinance approving an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption, located at 3850 Ponte Avenue, Suite 150, on application from the Break, represented by Mr. Scott P. Tallis of Break Management Group, LLC, subject to the following condition:

-The applicant shall not use any term or graphic depiction that relates to alcoholic beverages in any exterior signs.

Voting Aye: Doherty, Groce, Hewitt, Hughes, Oliver, Stockard, Wheeler

Voting Nay: none

Absent: none

Council Agenda Item: #R5

AGENDA CAPTION:

Presentation, discussion and consideration of approval of an ordinance to re-appoint Larry Dwight as presiding municipal judge and an ordinance to re-appoint U.H. (Woody) Specht as alternate municipal judge to the Addison Municipal Court of Record, and of agreements for services with each of the said judges.

FINANCIAL IMPACT:

Judge Dwight is paid a monthly salary. Judge Specht is paid contractually on an hourly basis. All costs associated with the judges' compensation are included in the municipal court budget.

BACKGROUND:

For the past ten years, the Addison Court has worked under an arrangement whereby Judge Dwight works an average 35 hours per week to assist people who appear at the window and require some judicial discretion to dispose of their case. If their case is resolved, then these individuals do not have to return to a scheduled court day. This process has streamlined the Court's docket. On part of weekends, holidays, and the few other times when Judge Dwight is unavailable, Judge Specht fills in to process defendants who have been arrested and held in the Addison jail. This arrangement has worked very well and allows the Addison Court to facilitate the efficient processing of cases brought before the Court. The last 13 months Judge Dwight has filled in on half the weekends. Judge Dwight has proposed that he continue to take half the weekend duty and that the amount which would have been paid to an associate judge for weekend duty is added to Judge Dwight's current compensation.

Judges Dwight and Specht have the respect and confidence of the Addison Police Department, the Town's Prosecutors, Larry McCallum, Jason Mathis, and the local legal community.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Continue to attract, hire, develop, and retain great employees

ATTACHMENTS:

Description:

- 📎 [Ordinance for Judge Dwight](#)
- 📎 [Agreement for Judge Dwight](#)
- 📎 [Ordinance for Judge Specht](#)
- 📎 [Agreement for Judge Specht](#)

Type:

Ordinance
Cover Memo
Ordinance
Cover Memo

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, RE-APPOINTING LARRY DWIGHT AS PRESIDING MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH LARRY DWIGHT TO PERFORM SERVICES AS A MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that a Municipal Judge is necessary to perform the judicial functions of the Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that Larry Dwight should be re-appointed as presiding Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that a compensation agreement should be entered into with Larry Dwight to perform services as Municipal Judge of Addison Municipal Court of Record No. 1.

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Appointment. The City Council of Addison hereby re-appoints Larry Dwight as presiding Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on January 1, 2013, and shall end on December 31, 2014.

Section 3. Authorization to Execute. The Compensation Agreement by and between the City and Larry Dwight regarding Larry Dwight's service as the presiding Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the said Compensation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
____ day of _____, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as “City”) and LARRY DWIGHT (hereinafter referred to as “Dwight”)(hereinafter collectively the City and Dwight are referred to as the “Parties”).

I.

The City does hereby appoint Dwight as Municipal Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on January 1, 2013 and will expire December 31, 2014.

II.

In consideration for such services, Dwight shall receive:

1. a biweekly (that is, once every two (2) weeks) salary in the amount of \$3,733.40 starting January 1, 2013, paid in the same manner as are other employees of the City;
2. the City’s obligations are funded from current funds.

III.

Dwight may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability. Dwight shall be required to provide thirty (30) days’ notice of resignation.

IV.

All other provisions of the City Charter relating to removal from office shall be applicable.

V.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The obligations and requirements of the parties hereto are performable in Dallas County, and any dispute relating to this Agreement shall be tried in Dallas County.

VI.

The Parties further agree that Dwight may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

VIII.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2012, in Addison, Dallas County, Texas.

THE TOWN OF ADDISON, TEXAS

Larry Dwight

By: _____
Ron Whitehead, City Manager

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, RE-APPOINTING U. H. (WOODY) SPECHT AS ALTERNATE MUNICIPAL JUDGE OF ADDISON MUNICIPAL COURT OF RECORD NO. 1; APPROVING A COMPENSATION AGREEMENT WITH U. H. (WOODY) SPECHT TO PERFORM SERVICES AS AN ALTERNATE MUNICIPAL JUDGE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison has determined that an alternate Municipal Judge of Addison Municipal Court of Record No. 1 is necessary to perform certain judicial functions in the Town of Addison; and

WHEREAS, the City Council of the Town of Addison has determined that U. H. (Woody) Specht should be re-appointed as presiding Municipal Judge of Addison Municipal Court of Record No. 1; and

WHEREAS, the City Council of the Town of Addison has determined that a compensation agreement should be entered into with U. H. (Woody) Specht to perform services as an alternate Municipal Judge of Addison Municipal Court of Record No. 1.

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Appointment. The City Council of Addison hereby re-appoints U. H. (Woody) Specht as alternate Municipal Judge of Addison Municipal Court of Record No. 1 to serve for a two-year term, which term shall begin on January 1, 2013 and shall end on December 31, 2014. U. H. (Woody) Specht may not serve beyond the said term except upon the express authorization of the City Council, and this provision shall control over any law, rule, or regulation in conflict herewith.

Section 3. Authorization to Execute. The Compensation Agreement by and between the City and U. H. (Woody) Specht regarding U. H. (Woody) Specht's service as an alternate Municipal Judge of the Addison Municipal Court of Record No. 1, a true and correct copy of which is attached hereto, is hereby approved. The City Manager or the City Manager's designee is authorized to execute the said Compensation Agreement on behalf of the City.

Section 4. Effective Date. This Ordinance shall take effect from and after its adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this
___ day of _____, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS

AGREEMENT

For and in consideration of the mutual terms, conditions and covenants herein contained, the following Agreement is entered into by and between THE TOWN OF ADDISON, TEXAS (hereinafter referred to as “City”) and U.H. (WOODY) SPECHT (hereinafter referred to as “Specht”)(hereinafter collectively the City and Specht are referred to as the “Parties).

I.

The City does hereby appoint, Specht as Alternate Judge of Addison Municipal Court of Record No. 1 for a term of two (2) years. Said term shall commence on January 1, 2013 and will expire December 31, 2014.

II.

As Alternate City Judge, Specht shall perform such functions as arraignment of prisoners and any other functions requested of him to assist the Municipal Judge. Specht is employed on an on-call basis and is expected to be reasonably available to perform his role as Alternate Judge as requested by the City. Specht is required to provide his own robe. Specht is further required to spend a reasonable amount of time participating in judicial continuing legal education programs so as to enhance his abilities to perform as Alternate City Judge and to enhance the stature of such office.

III.

In consideration for such services, Specht shall receive:

1. compensation of One Hundred and No/100 Dollars (\$100.00) per hour, with a minimum of one hour’s compensation to be paid to Specht per sitting in his judicial capacity; and
2. the City’s obligations are funded from current funds.

IV.

The City makes no warranties or representations as to the amount of work Specht will receive under this Agreement.

V.

Specht may be removed from office by the City at any time for incompetency, misconduct, malfeasance, or disability. Specht shall be required to provide thirty (30) days’ notice of resignation.

VI.

The terms, obligations, and requirements of this Agreement shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. The obligations and requirements of the parties hereto are performable in Dallas County, and exclusive venue for any dispute relating to this Agreement shall be in Dallas County.

VII.

The Parties further agree that Specht may only serve beyond the term of this Agreement as provided by the laws and Constitution of this State.

VIII.

This Agreement is executed on behalf of the City by the City Manager or his designee who is authorized to execute this instrument by order heretofore passed and duly recorded in its minutes.

IX.

This instrument shall be the entire agreement and understanding between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed orally.

WITNESS the signatures of all parties hereto in single or multiple originals on this the ____ day of _____, 2012, in Addison, Dallas County, Texas.

THE TOWN OF ADDISON, TEXAS

U.H. (Woody) Specht

By: _____
Ron Whitehead, City Manager

Council Agenda Item: #R7

AGENDA CAPTION:

Discussion and consideration of approval authorizing the City Manager to execute a change order with Landmark Structures to provide and install a roof-mounted crane system; to enhance the support system of the roof mounted wind energy system to incorporate multiple redundant load paths; to address ADA and Fire Safety issues and to provide a new date of April 30,2013 for substantial completion and July 31, 2013 for final completion.

FINANCIAL IMPACT:

Funds are available in bond funds interest earnings to address the change order.

BACKGROUND:

As Council is aware in May of this year, one of the turbines fell from the elevated tower. As a result of that incident, an investigation by Landmark, the contractor, and Freese and Nichols, the Town's design engineer on this project, was conducted to determine exactly what happened and to make a recommendation regarding the appropriate course of action going forward. The Town's concern from the beginning was that any proposed solution had to ensure that the May incident would not happen again. Based on that investigation, a number of issues were discovered; perhaps the most important being, that the wind turbines had a critical piece missing that caused harmonic vibration which contributed to the failure of the wind turbine.

As a result of that discovery, the following recommendations were proposed: first, replace the damaged wind turbine with a new turbine; second, disassemble and rebuild the existing turbines to include the critical missing piece and provide new bearings, bolts and blades; include additional redundancies of support bracing and tethering for each of the turbines and provide for an enhanced maintenance program for the wind turbines. The proposed change order reflects those suggested recommendations. The \$37,500 will provide for a roof mounted crane which will be utilized for the ongoing maintenance of the turbines as well as future maintenance issues for the tank itself; the \$79,000 addresses the engineering and additional structural support needed to provide for

the redundant support bracing and tethering for the turbines, the remaining items provided in the change order are required to address ADA and Fire safety issues.

UGE, the wind turbine manufacturer, will provide an onsite employee who will disassemble and rebuild the turbines to ensure that all parts are accounted for and assembled correctly. As part of that effort, new blades will be installed on all the turbines. That work will be done at Landmark's facility who will monitor the work as well. The cost for these efforts and the new turbine are being covered by UGE and Landmark. Both UGE and Landmark have worked with the Town in a positive manner to address these issues and ensure that the solution provided will address the Town's safety concerns.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Brand Protection and Enhancement, Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

 [Elevated Storage Tank change order 8](#)

Type:

Cover Memo

PROJECT: Surveyor 1.5 MG Elevated Storage Tank, PW #2008-02 **PROJECT NUMBER:** ADD08459

OWNER: Town of Addison

CONTRACTOR: Landmark Structures

ENGINEER: Freese and Nichols, Inc.

CHANGE ORDER NO.: 8

DATE: 11-30-12

Make the following additions, modifications or deletions to the work described in the Contract Documents:

1. Provide and install a roof-mounted crane system, as indicated in the attached preliminary design drawings. Shop drawings shall also be submitted for review and approval prior to manufacture of the crane system. At a minimum, the crane system shall contain the following features:
 - a. Ability to lift and lower equipment from ground surface to top of tank roof, with adequate additional slack as needed.
 - b. 1,000 pound lifting capacity rating; motor operated hoist.
 - c. Be able to hoist the following:
 - i. Each of the roof-mounted vertical axis wind turbine units (assume blades are already removed).
 - ii. Materials in and out of the painters hatch and vent hatch.
 - iii. Roof vent.
 - d. Design in accordance with AISC 360 and ANSI B30.6.
 - e. Marine duty grade hand winch for boom control.
 - f. Boom that can be dismantled for roof-top storage.
 - g. Roof-mounted weather-proof aluminum box for storage of rigging, winch, hoist rope, and electrical components. A roof-top mounted rack shall be provided for hoist storage, when not in use.
 - h. Ability for crane boom to pivot between load pick point at a point beyond edge of tank such that load will clear face of tank.
 - i. Personnel fall arrest connections in the vicinity of each crane position.
 - j. Provide electrical power for the motor operated hoist.
 - k. All components shall be capable of manual installation and storage by a two-person crew working from the roof top level.
 - l. O&M Manual

The above crane system shall be provided and installed for the lump sum amount of **\$37,500.00**.

2. Enhance support system of roof mounted wind energy system to incorporate multiple redundant load paths. This shall include the following:
 - a. Review the applicability of roof mounted vertical axis wind turbines (VAWT) provided for Addison Project.
 - b. Analyze roof support system and interaction with roof mounted VAWT's (Frequency Response Summary). Study the potential for harmonic vibration and damping requirement.
 - c. Provide design and detail engineering of recommended structural improvements.
 - d. Design, supply all materials and provide all labor and equipment to install structural improvements including additional redundant support bracing and tethering of VAWT's. Remove and reinstall VAWTs to accommodate changes.

-
- e. Repair interior tank coatings at locations of additional structural supports.

The above enhanced support system shall be provided and installed for the lump sum amount of **\$79,000.00**.

- 3. Provide modifications to the ADA ramps at the southwest corner of the site and at the southeast corner of the intersection of Surveyor and Arapaho, as follows:
 - a. Sawcut, demo and haul off 35 LF of old curb and gutter
 - b. Form and place 35 LF curb and gutter

The above modifications shall be performed for the lump sum amount of **\$1,750.00**.

- 4. The estimate of ductile iron fittings associated with Bid Item 21 was 6 tons. The actual amount of ductile iron fittings associated with Bid Item 21 that was installed was 6.25 tons. The additional cost associated with the additional 0.25 ton = 0.25 tons x \$3,000 per ton = **\$750.00**.
- 5. Provide and install a Knox KS2 switch for Fire Department vehicle gate access:
 - a. Installation of a Knox KS2 switch, including all programming, testing and commissioning.
 - b. Drilling out holes on gate operator arms to accommodate two Knox Locks, and provision and installation of the two Knox Locks.
 - c. Provision of keys for the Knox Locks.

The above Knox items shall be provided and installed for the lump sum amount of **\$1,581.25**.

- 6. Provide and install a multi-code receiver for vehicle gate operation to accept Town of Addison transmitters, including programming, testing and commissioning, for the lump sum amount of **\$598.00**.
- 7. Widen the sidewalk at the south pedestrian gate as required to address and comply with the TAS inspection comments for Accessibility requirements. Using the Bid Item 6 unit price, the cost shall be 10 sf x \$5 per sf = **\$50.00**.

The total sum of additional costs per items 1 through 7 above is **\$121,229.25**.

The incentive provisions of Special Provisions Sections 21 and 22 shall be changed to the following:

- 1. If the Contractor achieves Substantial Completion of all portions of this construction project (every item is operational and in service) on or before April 30, 2013, then the total incentive payment to the Contractor shall be \$30,000.00.
- 2. For every calendar day after April 30, 2013 that Substantial Completion is delayed, the total incentive payment to the Contractor shall be reduced by \$1,000.00, such that the incentive payment due on May 30, 2013 would be \$0.

The Allowable Contract Time, per Special Provisions Section 22 shall be extended to July 31, 2013. Disincentive provisions of that Section 22 shall apply.

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change Order.

RECOMMENDED BY
Freese and Nichols, Inc.

APPROVED BY
(CONTRACTOR)

APPROVED BY
(OWNER)

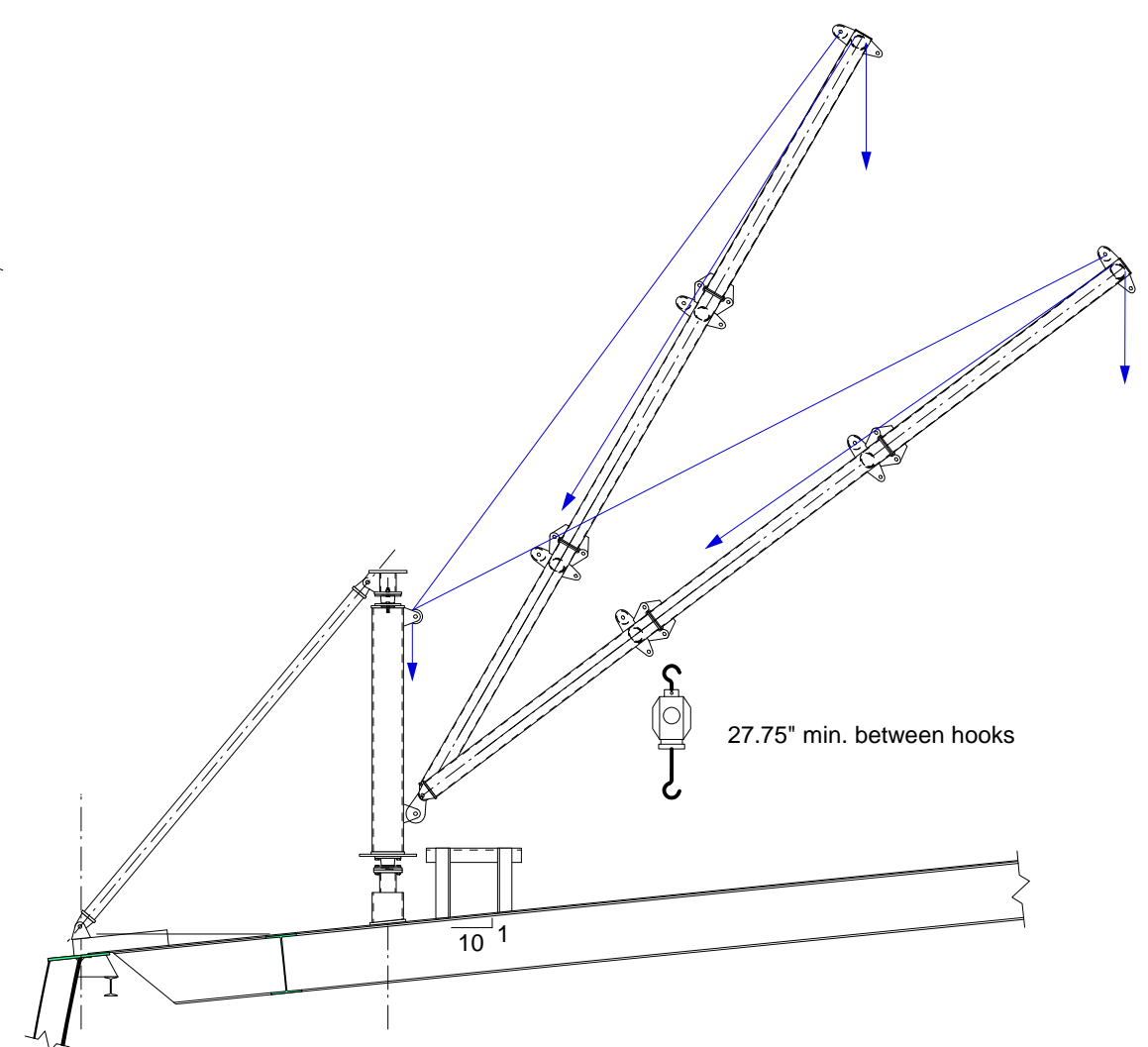
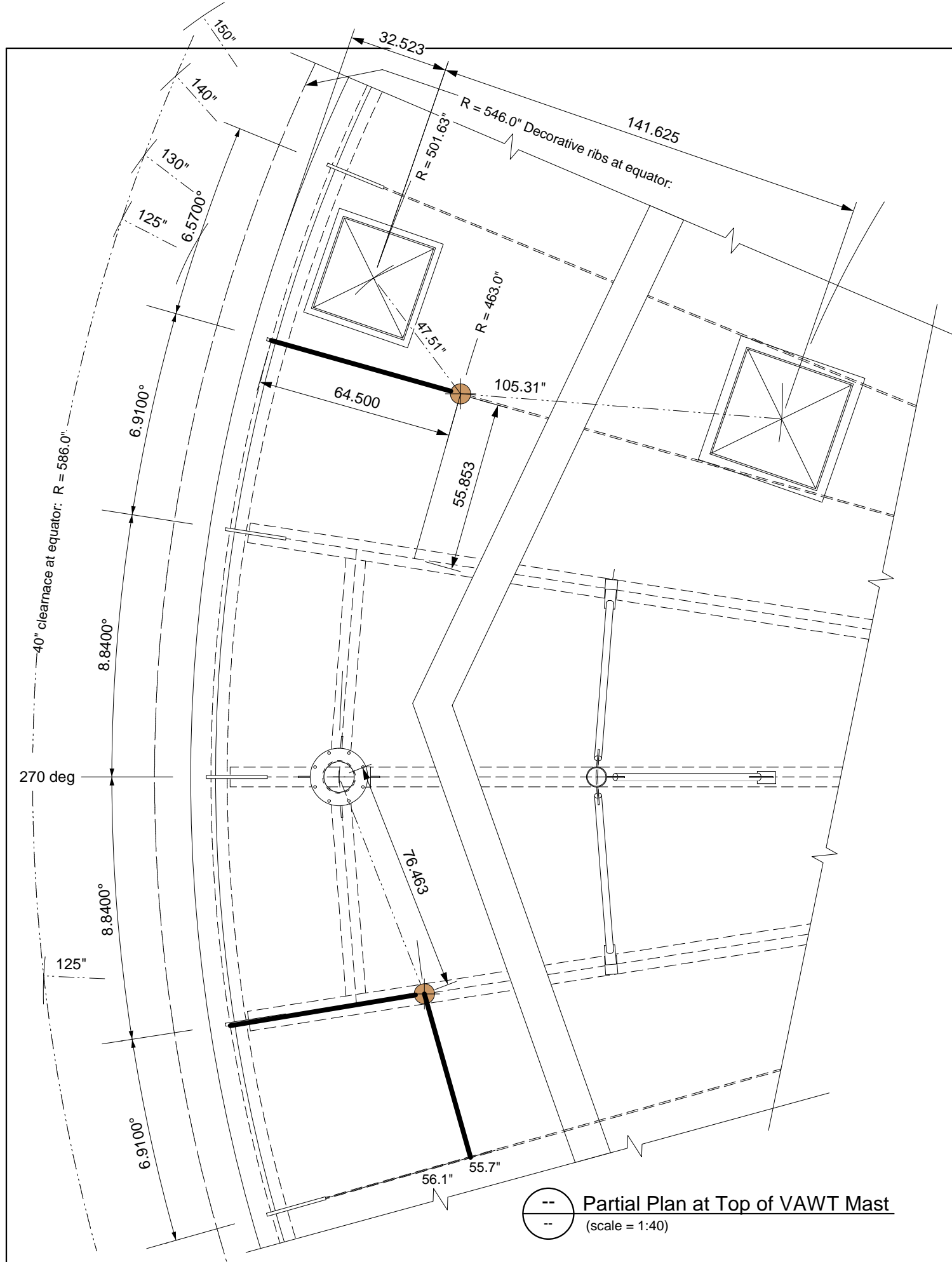
 John McG 11-30-12
NAME DATE

NAME

DATE

NAME

DATE



VAWT Hoist - Elevation
(scale = 1:40)

Town of Addison, Texas Surveyor 1.5 MG Elevated Storage Tank		No.:	Date:	By:	Revision:
Roof Crane General Arrangement		Roof Crane			
 Landmark Structures, I, L.P. 1665 Harmon Road, Ft. Worth, TX. 76177 Tel: 817-439-8888 / fax: 817-439-9001		Date: 10-Oct-23	Drwn.:	Landmark Job No.: 1323	
		Date:	Chk.:	Dwg. No.: RC-01	
		Design by: RP	Scale:		

FOR REVIEW

Stiffleg Derrick Loads

Dimensions

inch

Mast:

LM =	60	in
AV =	4	in
AH =	7	in
BV =	6	in
BH =	6	in

Boom:

LB =	186	in
LBD =	93	in

Topping Line Hoist

CV =	36	in
CH =	4	in

Stiffleg:

DV =	68	in
DH =	56	in

Loads

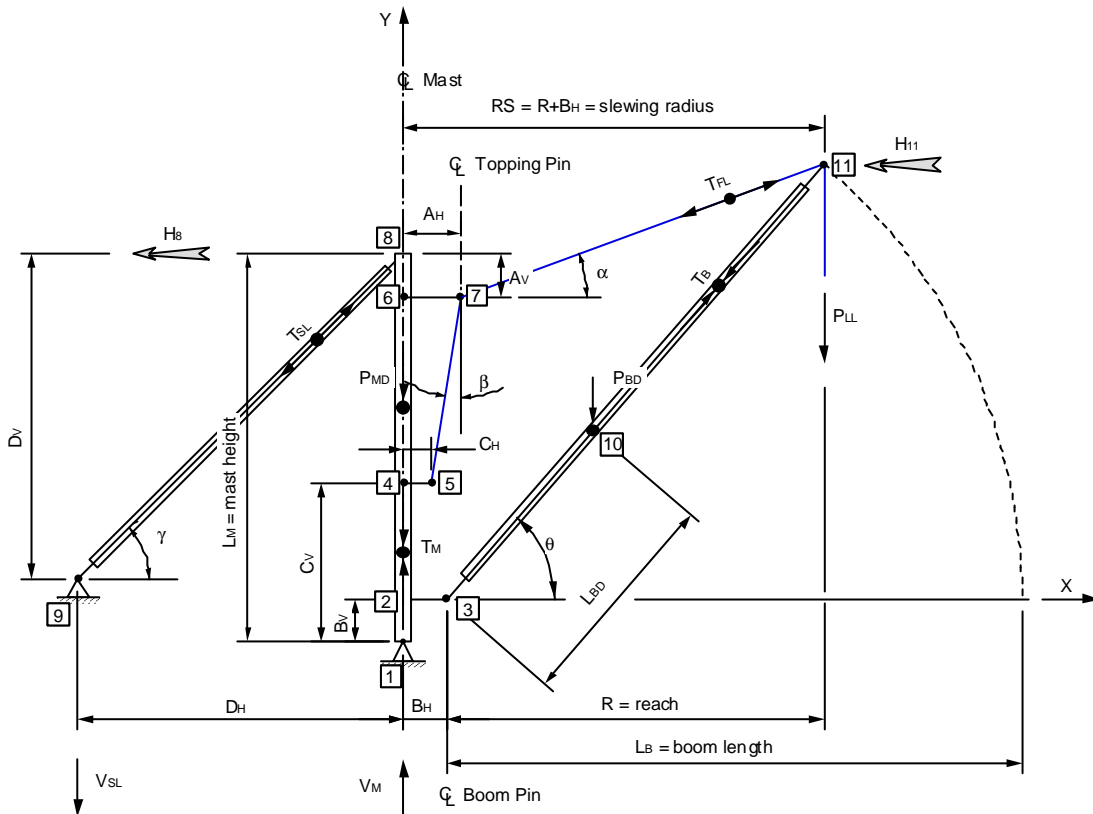
	Service Load (kip)	Load Factor	Design Load (kip)	
PLL =	1.00	3.50	3.50	lifted load
PBD =	0.20	3.50	0.70	boom self-weight
PMD =	0.15	3.50	0.53	mast self-weight
Totals =	1.35		4.73	

Calculated Values:

DV / DH	1.21	(rise / run)
Stiffleg length, LSL	88.09	in
Stiffleg angle, γ	50.528	deg
Top Line angle, β	8.531	deg

Boom flat overturning moment:

Point 3	716.1	k-in
Point 1	741.3	k-in
Stiffleg H _s	12.4	kip



Stiffleg Derrick Loads

Design Lifted Load = 3.50 kip

Reach in	Configuration				Support Reactions ~ kips			
	Rs in	Y11 in	θ deg	α deg	H8	Mast VM	Stiffleg VSL	
50	56.00	185.15	74.41	69.22	3.63	4.93	-4.41	[500#? ~ use 2 pc boor
77	83.00	175.31	65.54	57.50	5.36	7.03	-6.51	[S.B 1200# & Vent 500
105	111.00	159.53	55.63	44.87	7.16	9.22	-8.69	[VAWT 1000#]
125	131.00	143.74	47.78	35.28	8.44	10.77	-10.25	[VAWT 1000# & Vent 5
150	156.00	115.98	36.25	21.93	10.05	12.72	-12.20	[500# min.]
175	181.00	69.02	19.80	4.28	11.65	14.67	-14.15	[500# min.]
186	192.00	6.00	0.00	-15.12	12.36	15.53	-15.00	[500# min.]

Note: max reach is boom length (186 in)

Member Axial Forces ~ kips

Reach in	Main Members				Topping
	Mast top TM	Boom TB	Stiffleg TSL	Sill TSH	Line TFL
50	4.93	14.78	-6.93	3.63	-11.46
77	7.03	14.47	-10.24	5.36	-11.39
105	9.22	14.33	-13.67	7.16	-11.64
125	10.77	14.27	-16.12	8.44	-11.96
150	12.72	14.23	-19.19	10.05	-12.55
175	14.67	14.23	-22.25	11.65	-13.53
186	15.53	14.25	-23.60	12.36	-14.76

+ compression & - tension

Node Forces ~ kips

Reach in	Boom Pin		Topping Line Anchor		Topping Line Defl.		Boom Tip	
	F _{x-3}	F _{y-3}	F _{x-5}	F _{y-5}	F _{x-7}	F _{y-7}	F _{x-11}	F _{y-11}
50	-4.06	-14.91	1.70	11.33	2.36	-0.62	-4.06	-14.21
77	-6.12	-13.81	1.69	11.27	4.43	-1.66	-6.12	-13.11
105	-8.25	-12.41	1.73	11.51	6.52	-3.30	-8.25	-11.71
125	-9.76	-11.11	1.77	11.83	7.99	-4.92	-9.76	-10.41
150	-11.64	-8.89	1.86	12.41	9.78	-7.73	-11.64	-8.19
175	-13.50	-5.21	2.01	13.38	11.49	-12.37	-13.50	-4.51
186	-14.25	-0.35	2.19	14.59	12.06	-18.44	-14.25	0.35

+ positive X or Y direction at the node point

Council Agenda Item: #R8

AGENDA CAPTION:

Presentation and discussion regarding Town records and their management, and discussion and consideration of an Ordinance amending various provisions of Division 1, Article V (Records Management) of Chapter 2 of the Code of Ordinances regarding management of Town records.

FINANCIAL IMPACT:

n/a

BACKGROUND:

This revision to the Code of Ordinances provides the ability for staff to create a records management procedures manual and update that manual, as needed, with the approval of the City Manager. Any procedures adopted would be within guidelines established by the Texas State Library and Archives Commission.

The purpose of this initiative is to provide staff greater flexibility in integrating electronic document management town-wide. Ultimately, all Town records would be stored electronically and would be indexed in such a way that any employee can locate any official document with ease. Electronic records are backed up and stored on multiple servers, so the integrity and security of the documents is enhanced beyond paper copies, which are susceptible to environmental degradation, fading, and decay.

This item also includes some minor consistency adjustments to verbiage throughout the section.

RECOMMENDATION:

Staff recommends approval.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Look for Operational Efficiencies without cutting services, Identify opportunities for improved governance

ATTACHMENTS:

Description:

 [Records Management Ordinance](#)

Type:

Ordinance

TOWN OF ADDISON, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING THE TOWN'S CODE OF ORDINANCES BY AMENDING VARIOUS PROVISIONS REGARDING MANAGEMENT OF TOWN RECORDS INCLUDED IN DIVISION 1 (GENERALLY), ARTICLE V (RECORDS MANAGEMENT) OF CHAPTER 2 (ADMINISTRATION) OF THE TOWN'S CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, Texas ("City") has previously adopted regulations regarding management of Town records, and the City Council desires to update those regulations as set forth in this Ordinance in accordance with the Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code).

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

Section 1. Incorporation of Recitals. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Amendment. The Code of Ordinances ("Code") of the Town of Addison, Texas (the "Town") is hereby amended by amending portions of Division 1 (Generally), Article V (Records Management) of Chapter 2 (Administration) of the Code as set forth in Exhibit A attached hereto and incorporated herein for all purposes, and all other chapters, articles, sections, subsections, sentences, phrases and words of the Code are not amended hereby (additions are underlined; deletions are ~~struck through~~).

Section 3. Savings; Repealer. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. Severability. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm, corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective from and after its

passage and approval and its publication as may be required by law.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the ____ day of December, 2012.

Todd Meier, Mayor

ATTEST:

By: _____
Chris Terry, City Secretary

APPROVED AS TO FORM:

By: _____
John Hill, City Attorney

Exhibit A
to Ordinance No. _____

The Code of Ordinances of the Town of Addison, Texas is amended by amending Division 1 (Generally), Article V (Records Management) of Chapter 2 (Administration) as set forth below (additions are underlined; deletions are ~~struck through~~):

DIVISION 1. - GENERALLY

Section 2-241. - Definitions of town records.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Essential record means any record of the town necessary to the resumption or continuation of its operations in an emergency or disaster, to the re-creation of its legal and financial status, or to the protection and fulfillment of obligations to the people of the town.

Permanent record means any record of the town for which the retention period on a records control schedule is given as permanent.

Town records means ~~a~~All documents, papers, ~~letter~~correspondence, ~~books~~memoranda, ~~accounts, reports, maps, plans, photographs, sound or video recordings, files, microfilm, microphotograph, magnetic or paper tape,~~ electronic medium~~punched card,~~ or other information recording medium~~documents,~~ regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, which have been or shall be created, or received, filed, or recorded by the~~any town office or any department or its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.~~ lawful successor, or officials thereof in pursuance of law or ordinance or in the conduct, transaction, or performance of any business, duty, or function of public business, whether or not confidential or restricted in use, are hereby declared to be records of the town, and shall be created, maintained, and disposed of in accordance with provisions of this article and procedures authorized by it and in no other manner.

The term does not include:

- (a) extra identical copies of documents created only for convenience of reference or research by officers or employees of the local government;
- (b) notes, journals, diaries, and similar documents created by an officer or employee of the local government for the officer's or employee's personal convenience;
- (c) blank forms;

(d) stocks of publications;

(e) library and museum materials acquired solely for the purposes of reference or display;

(f) copies of documents in any media furnished to members of the public to which they are entitled under Chapter 552, Government Code, or other state law; or

(g) any records, correspondence, notes, memoranda, or documents, other than a final written agreement described by Section 2009.054(c), Government Code, associated with a matter conducted under an alternative dispute resolution procedure in which personnel of a state department or institution, local government, special district, or other political subdivision of the state participated as a party, facilitated as an impartial third party, or facilitated as the administrator of a dispute resolution system or organization.

Records control schedule means a document prepared by or under the authority of the records management officer listing the records maintained by the town, their retention periods, and other records disposition information that the records management program may require.

Records management means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

Records management officer means the person designated in section 2-245 of this article.

Records management plan or plan means the plan developed under section 2-245-1 of this article.

Retention period means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

Section 2-242. - Town records declared public property.

All town records as defined in section 2-241 created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are hereby declared to be public property and are subject to the provisions of subtitle C, Title 6, Texas Local Government Code and subchapter J, Chapter 441, Texas Government Code~~of the town~~. No town official or employee has, by virtue of his position, any personal or property right to such records even though he may have developed or compiled them. The unauthorized destruction, removal from files, or use of

such records is prohibited.

Section 2-243. - Policy.

It is hereby declared to be the policy of the town to provide for efficient, economical, and effective controls over creation, distribution, organization, maintenance, use, and disposition of all town records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition. Town records shall be created, maintained and disposed of in accordance with the provisions of this article and the provisions of the Texas Local Government Records Act and other applicable state law and regulations.

Section 2-244. - Records management department.

There is hereby established a records management division. The city secretary is responsible for directing the division and coordinating records management operations among the town offices and department.

Section 2-245. - Office of records manager established.

The city secretary is designated as the town records management officer~~manager shall be appointed by the city manager~~ who shall administer the records management division and shall be responsible for town-wide files management and records disposition program direction, guidance, and technical assistance.~~The records manager shall report to and be responsible to the city manager in the same manner as other department heads.~~

By the city council's adoption of this article, the position of the records management officer is deemed to have been entered in the minutes of the governing body. The name and office or position of the records management officer shall be filed with the state (including, as applicable, the director and librarian of the Texas State Library and Archives Commission) in accordance with law. In the event a new name and office or position is designated, the same shall be entered on the minutes and reported by the records management officer to the director and librarian in the same manner as the original designation.

Section 2-245-1. - Records management plan; authority of plan.

The records management officer shall develop and administer a records management plan for the town, which plan shall be consistent with law. The plan will seek to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the town, and to properly preserve those records of the city that are of historical value. The plan must be designed to enable the records management officer to carry out his or her duties prescribed by state law and this ordinance effectively. The records management officer shall submit the records management plan to the city manager for approval. Each of the town departments, commissions, boards, committees or similar entities shall comply with the plan.

Section 2-246. - Duties of records management officer~~manager~~.

The records management officer~~manager~~ shall have the following duties, and others as assigned by the city manager and others as may be required by law:

- (1) Administer the records management program and provide assistance to department heads in its implementation~~Planning, formulating, and prescribing basic files management and records disposition policies, systems, standards, and procedures.~~
- (2) In cooperation with department heads, identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense~~Preparing records schedules for all town offices and departments defining and identifying vital and permanent records, and establishing retention periods for all records. Retention periods shall be no shorter than desired by the originating office, but shall be as long as deemed necessary by either the records manager, the city attorney, or the finance director.~~
- (3) Develop procedures to ensure the permanent preservation of the historically valuable records of the town~~Reviewing schedules annually and update or change as needed.~~
- (4) ~~the town-wide files management and records disposition programs and evaluating program effectiveness in an annual report to the city manager.~~
- (5) ~~Disseminate to the city council~~Providing records management advice and assistance to all town offices and departments heads information concerning state laws and administrative rules relating to local government records, by preparation of manuals of procedures and policies and by on-site consultation.
- (6) ~~Developing, analyzing, and coordinating files maintenance and records disposition procedures, including but not limited to those prescribed by this article, to meet the current and long-term information needs of the town.~~
- (57) Ensure that the maintenance, preservation~~Carry out at the proper time actions such as microfilming, destruction, or other disposition of town records are carried out in accordance with the policies and procedures of the records management program and the requirements of state law~~and transfers which are required by record schedules.~~~~
- (8) ~~Establish and monitor compliance with standards for filing and storage equipment and supplies in all town offices and department, and report to the city manager failure of any office or department to comply with standards.~~
- (9) ~~Develop a town-wide forms design and control system.~~
- (10) ~~Establish in cooperation with other responsible town officials a disaster plan for each town office and department to ensure maximum availability of records for re-establishing operations quickly and with minimum disruption and expense.~~

Section 2-247. - Responsibilities of town department heads.

All ~~town office and~~ department heads shall:

- (1) cooperate with the records management officer in carrying out the policies and procedures established in the town for the efficient and economical management of records and in carrying out the requirements of this article;
- (2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and
- (3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of the town and the requirements of this article ~~are responsible for implementation and operation of effective files operations, records transfers and dispositions and other activities in accordance with the provisions of this article, within their areas of responsibility. All town office and department heads shall designate qualified record officers within their offices and provide the records manager the name of such designees and of all file stations and files custodians under their supervision.~~

Section 2-248. - Responsibilities of records officers.

The records officer in each office and department is responsible for providing coordination between the records management officer~~manager~~ and personnel in his office to ensure that provisions of this article and policies and procedures adopted pursuant to it are complied with. This responsibility shall include overseeing the application of records schedules within the office or department.

Section 2-249. - Town offices to use records schedules.

(a) The records management officer, in cooperation with~~All town offices and departments~~ heads shall prepare~~adopt~~ records control schedules on a department by department basis listing all records series created or received by the department and the retention period for each series and destroy, transfer, or otherwise dispose of records only according to such schedules. Records control schedules shall also contain such other information regarding the disposition of municipal records as the records management plan may require. Retention periods to be included in schedules shall be submitted by the records manager to the finance director and city attorney, who shall notify the records manager within ten working days of this approval or of any objection to a retention period. At the expiration of the ten day period, if no objection has been submitted, the record schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the records manager shall determine a retention period satisfactory to the office concerned, to the financial director, and to the city attorney.

(b) Each records control schedule shall be monitored and amended as needed by the

records management officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the recordkeeping procedures and needs of the department and the records management program of the town. When a retention schedule is adopted, it shall constitute full authority to destroy, transfer, microfilm or take other actions, and the city council hereby directs that such action be taken by the records manager or under his supervision. The records manager shall notify the state library of intended destruction, as required by law, but no further notice to the city council or other town office shall be required.

(c) Before its adoption, a records control schedule or amended schedule for a department must be approved by the department head. Revision of retention periods shall be submitted for review by the city attorney and finance director in the same manner as the original retention periods.

(d) Before its adoption, a records control schedule must be submitted to and accepted for filing by the director and librarian of the Texas State Library and Archives Commission as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The records management officer shall submit the records control schedules to the director and librarian of the Texas State Library and Archives Commission.

(e) In lieu of filing a records control schedule or amendments to an established schedule, the records management officer may file with the director and librarian a written certification of compliance that the city has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission, as amended.

Section 2-249-1. - Implementation of records control schedules; destruction of records under schedule.

(a) A records control schedule for a department that has been approved and adopted shall be implemented by department heads in accordance with law.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending lawsuit, or the department head requests in writing to the records management officer that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the records management officer from the department head.

Section 2-249-2. – Destruction of unscheduled records.

A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the records management officer has submitted to and received back from the director and librarian of the State Library and Archives

Commission an approved destruction authorization request.

Section 2-250. - Records center.

The records ~~management officer~~manager shall design a records center operation, which shall provide low cost storage of records no longer required to be kept in active office space. The records center operation shall utilize one or more buildings to ensure security of records from deterioration, theft, or damage during the period of storage and to permit fast efficient retrieval of information from stored records. An information retrieval service and microfilming program shall be carried out in conjunction with the records center operation for the benefit of town offices.

Section 2-251. - Noncurrent records not to be maintained in office files.

Records no longer required in the conduct of current business by any office of the town shall be promptly transferred to the records center or the state library, or destroyed, at the time such action is designated on an approved schedule. Such records shall not be maintained in current office files or equipment.

Section 2-252. - Microfilming and electronic storage of recordsprogram.

(a) A centralized microfilming program shall be designed and implemented by the records ~~management officer~~manager to serve all town offices and departments. Town records may be microfilmed in accordance with State law and the rules of the Texas State Library and Archives Commission and under the supervision of the records management officer. No office or department shall operate a separate microfilm program, and no town funds may be expended to film or contract with a service company to film any town records, except through the records management department.

(b) Town records may be stored electronically in addition to or instead of source documents in paper or other media, subject to the requirements of State law and the rules of the Texas State Library and Archives Commission and under the supervision of the records management officer. The term (i) “electronic storage” means the maintenance of town record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium; (ii) “town record data” means the information that by law, regulation, rule of court, ordinance, or administrative procedure in the town comprises a local government record; and (iii) “source document” means the town record from which town record data is obtained for electronic storage; it does not include backup copies o the date in any media generated from electronic storage.~~The records manager shall determine how long the various records of the town could be stored in the record center before the cost of storage during their retention periods would exceed the cost of preserving them in microfilm format. In making this determination, the records manager shall also compare long term lease of low cost facilities, in addition to or in place of the present records storage building, with the cost of microfilm. In calculating comparative costs, he shall consider document preparation and refiling time of staff, and other indirect costs of microfilming, as well as cost of separate archival storage for master negatives for microfilm. Records determined to be more economically stored on microfilm shall be microfilmed and, in addition, the records~~

manager shall include the following types of records in the microfilming program:

~~(1) — Those which, because of the nature of the information they contain, are indispensable to the continued operations of an office and, therefore, should be microfilmed to provide a security copy.~~

~~(2) — Those which, because of high volume use, require frequent and/or large numbers of copies to be made which could be made more efficiently or economically through microfilm.~~

Council Agenda Item: #R9

AGENDA CAPTION:

Discussion and consideration of approval of a rejection of all bids for Bid 13-03: Purchase of HVAC equipment.

FINANCIAL IMPACT:

The approved budget for this project is \$506,000. Three proposals were received. One of the three proposals from Johnson Controls, was delivered past the required delivery time; therefore per the RFP specifications and Town policy, this proposal must be rejected. The two remaining proposals were received Denali Construction Services from Dallas, Texas and Zoom Air, Balch Springs, Texas.

Both proposals exceed the approved budget by over 25% and therefore Staff recommends rejection and re-advertisement with a reduced scope. A Value Engineering Study is already underway to reduce the scope and find immediate savings for the construction, operations and maintenance, and energy reductions.

BACKGROUND:

This RFP provide for major upgrades to the Heating Ventilation & Air Conditioning (HVAC) systems for the Town of Addison Theatre Center and Convention Center to include the Stone Cottage. The project proposes to replace the 31 HVAC Package Units and Split Systems that include Roof Top Units (RTU's) and/or ground "pad" mounted systems. The work also includes necessary modifications/improvements to the ductwork, electrical, controls, plumbing and minor architectural repairs.

The existing systems are beyond their useful service life with obsolete parts that operate well below today's energy standards and efficiencies. The proposed replacement units will be more efficient with enhanced sensor and controls to more effectively operate to control the heating and cooling.

RECOMMENDATION:

Staff recommends approval of rejecting all bids.

COUNCIL GOALS:

Mindful Stewardship of Town Resources, Infrastructure improvement and maintenance

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #ES1

AGENDA CAPTION:

Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code, to conduct a private consultation with its attorney(s) to seek the advice of its attorney(s) regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available

Council Agenda Item: #R1

AGENDA CAPTION:

Discussion and consideration of any action regarding certain pending litigation, to wit: *Town of Addison, Texas v. North Texas Contracting, Inc.*, Cause No. 12-6525-C, 68th Judicial District Court, Dallas County, Texas.

FINANCIAL IMPACT:

n/a

BACKGROUND:

n/a

RECOMMENDATION:

COUNCIL GOALS:

N/A

ATTACHMENTS:

Description:

Type:

No Attachments Available