



Post Office Box 9010 Addison, Texas  
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5300 Belt Line Road  
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**AGENDA  
REGULAR MEETING OF THE CITY COUNCIL  
AND / OR  
WORK SESSION OF THE CITY COUNCIL**

**6:00 PM  
March 24, 2015**

**ADDISON TOWN HALL  
5300 BELT LINE RD., DALLAS, TX 75254  
6:00PM WORK SESSION  
7:30PM REGULAR MEETING**

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**WORK SESSION**

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WS1 Discussion regarding the Town of Addison's new website and application.

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**REGULAR MEETING**

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**Pledge of Allegiance**

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R1 Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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Consent Agenda.

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R2a Approval of the Minutes for the March 10, 2015 City Council Meeting and Work Session.

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R2b Approval of a contract in the amount of \$185,000 for services with DCO Realty, Inc. for Addison's co-sponsorship of events held in Vitruvian Park in Fiscal Year 2015, subject to the final review and approval of the City Manager and City Attorney.

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R2c Approval of and authorizing the City Manager to enter into an easement agreement with WS MQ Quorum, LLC for their property located along Quorum Drive and identified through the attached exhibits.

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R2d Approval of and authorizing the City Manager to execute a purchase agreement for a Utility and Sidewalk easement at 3711 Belt Line Road in the amount of \$30,000.

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R2e REPLAT/Inwood West Lots 1A and 1B. Consider and take action regarding a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, on application from 14885 Inwood Road, LLC, represented by Ms. Rose Meza.

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

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R2f REPLAT/Beltway Quorum Addition Lots 3A1 and 4A, Block A. Consider and take action regarding a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, on application from Magnolia Lodging Development, represented by Mr. John Reiersen.

## COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

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R2g Approval of an ordinance abandoning a portion of an ingress/egress, drainage and utility easement within the property located at 4875 Belt Line Road.

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### Regular Items

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R3 Discuss, consider and take action regarding the appointment of a member to the Board of Zoning Adjustment.

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R4 Discuss, consider and take action regarding appointment of a Member to the Planning and Zoning Commission.

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R5 Presentation and discussion regarding the Dallas Independent School District's Comprehensive Plan.

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R6 Present, discuss, consider and take action on a resolution regarding a policy for housing in Addison.

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R7 Discuss, consider and take action regarding a resolution approving a governing policy for the Community Partners Bureau.

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### Executive Session

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ES1 Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

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ES2 Closed (Executive) Session of the Addison City Council in accordance with Texas Government Code, Section 551.074 (Personnel)- City Manager.

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Regular Items Continued

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R8 Discuss, consider, and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects.

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Adjourn Meeting

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NOTE: The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

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Posted:  
Chelsea Gonzalez, March 20, 2015, 5:00pm

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE  
CALL (972) 450-7090 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

**AI-1013**

**WS1**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** City Manager

**Council Goals:** Create raving fans of the Addison Experience.  
Brand Protection and Enhancement

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**AGENDA CAPTION:**

Discussion regarding the Town of Addison's new website and application.

**BACKGROUND:**

Staff will present an overview of the Town of Addison's new website and application.

**RECOMMENDATION:**

This item is for discussion purposes only.

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**AI-1022**

**R2a**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Council

**Council Goals:** N/A

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**AGENDA CAPTION:**

Approval of the Minutes for the March 10, 2015 City Council Meeting and Work Session.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration recommends approval.

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**Attachments**

Minutes

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# **DRAFT**

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

March 10, 2015

6:00 PM

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

6:00 PM Work Session | 7:30 PM Regular Meeting

Present: Arfsten; Carpenter; Clemens; Heape; Mayor Meier; Moore

Absent: DeFrancisco

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

March 10, 2015

6:00 PM

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

6:00 PM Work Session | 7:30 PM Regular Agenda

Posted by: Chelsea Gonzalez, March 6, 2015, 5:00pm

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### **WORK SESSION**

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WS1 Presentation and discussion regarding a policy for housing in Addison, including types and alternatives.

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WS2 Presentation and discussion regarding the special area study findings and recommendations regarding future development of the properties within that area of the Town generally bounded on the north by Belt Line Road, on the east by Midway Road, on the south by an Oncor utility easement located approximately 250 feet north of Proton Drive, and on the west by the Midway Meadows, Towne Lake, and Pecan Square neighborhoods.

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WS3 Discussion and review of the Town Hall Meeting scheduled for March 23, 2015.

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## REGULAR MEETING

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### Pledge of Allegiance

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Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

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Consent Agenda.

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R2a Approval of the Minutes for the February 24, 2015 City Council Meeting and Work Session.

RECOMMENDATION:  
Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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R2b Approval of and authorizing the City Manager to enter into an easement agreement with BKK Enterprises, Ltd. for their property located along Landmark Boulevard and identified through the attached exhibits.

RECOMMENDATION:  
Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

- 
- R2c Approval of a resolution approving the assignment of the fleet services contract from G4S Integrated Fleet Services, LLC to Centerra Fleet Services, LLC for the Interlocal agreement between the Town of Addison and the City of Carrollton for fleet maintenance services.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

- 
- R2d Approval of and authorizing the City Manager to execute purchase agreements for a Utility and Sidewalk easement at 4080 Belt Line Road in the amount of \$17,777; 3825 Belt Line Road for \$34,612; and 4151 Belt Line Road for \$60,000.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

- 
- R2e Approval of an ordinance amending the Town's investment policy set forth in Chapter 2, Article IV, Division 3 of the Town's Code of Ordinances.

RECOMMENDATION:

Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

- 
- R2f Approval of a resolution of the City Council of the Town of Addison, Texas confirming and ratifying the execution by the City Manager of an amendment application to Water Use Permit no. 5383a filed with the Texas Commission on Environmental Quality in February, 2015; Providing an effective date.

**RECOMMENDATION:**

Administration recommends approval.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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Regular Items

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- R3 Presentation honoring Deputy Chief Jones' recent graduation from the National Fire Academy's Executive Fire Officer Program and newly sworn in firefighters/paramedics.

**RECOMMENDATION:**

Mayor Meier honored Deputy Chief Jones on his recent graduation from the National Fire Academy's Executive Fire Officer Program and the newly sworn in firefighters Erik Rivas, Deborah Schwartz, Tommy Williams, and Curt Sanders and Battalion Chief Larry Swartz.

There was no action taken on this item.

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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- R4 Presentation and discussion of Audit Report including management comments from the Town's independent auditors, Weaver, LLP.

Steven Glickman, Assistant Finance Director, spoke regarding this item.

Jerry Gaither with Weaver, LLP, presented and spoke regarding this item.

There was no action taken on this item.

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- R5 Discussion and take action regarding the appointment of a member to the Planning and Zoning Commission.

Mayor Meier recommended the appointment of Debra Morgan to the Planning and Zoning Commission.

Motion made by Mayor Meier

Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier, Moore

Other: DeFrancisco (ABSENT)

Passed

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- R6 Present, discuss, consider and take action regarding an ordinance providing for a Meritorious Exception to the attached sign requirements in Chapter 62 Division 3 by allowing a mural on the east facade on application from Ida Claire, represented by Ms. Tania Inigo for the property located at 5001 Belt Line Road.

**RECOMMENDATION:**

Administration recommends denial.

Charles Goff, Assistant Director of Development Services, and Brenda McDonald, City Attorney, spoke regarding this item.

The application was represented by Jeff Smith and Tania Inigo.

Motion made by Clemens to deny the request,

Seconded by Carpenter

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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R7 Present, discuss, consider, and take action regarding a housing policy for Addison, including types and alternatives.

RECOMMENDATION:

Motion made by Clemens to table the item until Monday, March 16, 2015,

Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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R8 Present, discuss, consider and take action regarding the special area study findings and recommendations regarding future development of the properties within that area of the Town generally bounded on the north by Belt Line Road, on the east by Midway Road, on the south by an Oncor utility easement located approximately 250 feet north of Proton Drive, and on the west by the Midway Meadows, Towne Lake, and Pecan Square neighborhoods.

RECOMMENDATION:

N/A

Karen Walz spoke regarding this item.

Motion made by Mayor Meier to encourage the developers of the Sam Site to explore a mix used development with a retail component that maximizes the central ownership,

Seconded by Clemens

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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- R9 Present, discuss, consider and take action authorizing the addition of two full-time positions in the Infrastructure and Development Services Department related to the creation of a Code Enforcement Program.

**RECOMMENDATION:**

Administration recommends approval.

Lisa Pyles, Director of Infrastructure, spoke regarding this item.

Motion made by Clemens to approve, as submitted,  
Seconded by Moore

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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- R10 Discuss, consider and take action establishing a Finance Committee, its purpose, responsibilities, and meeting frequency.

**RECOMMENDATION:**

Brenda McDonald, City Attorney, spoke regarding this item.

Motion made by Clemens to approve, as submitted,  
Seconded by Mayor Meier

**Voting** AYE: Arfsten, Carpenter, Clemens, Heape, Mayor Meier,  
Moore

Other: DeFrancisco (ABSENT)

Passed

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- R11 Discussion and update regarding the whistleblower program and services.

Cheryl Delaney, Deputy City Manager, Lea Dunn, City Manager,  
and Brenda McDonald, City Attorney, spoke regarding this item.

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Executive Session

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ES1 Closed Session in accordance with Texas Government Code, Section 551.071, consultation with attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: to receive legal advice regarding evaluation of the City Manager.

RECOMMENDATION:

The City Council entered executive session at 9:00 pm.

The City Council closed executive session at 9:41 pm.

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Adjourn Meeting

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\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Chelsea Gonzalez

AI-968

R2b

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Special Events

**Council Goals:** Create raving fans of the Addison Experience.  
Maintain and enhance our unique culture of creativity and innovation.  
Brand Protection and Enhancement  
Fully integrate the Arts as part of our brand

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**AGENDA CAPTION:**

Approval of a contract in the amount of \$185,000 for services with DCO Realty, Inc. for Addison's co-sponsorship of events held in Vitruvian Park in Fiscal Year 2015, subject to the final review and approval of the City Manager and City Attorney.

**BACKGROUND:**

Addison and DCO promote Vitruvian Park as an active urban space by hosting a series of events and activities. This agreement specifically co-sponsors Vitruvian Nights Live (every other Thursday from May-August) and Vitruvian Salsa Nights (Saturdays in June and July).

**RECOMMENDATION:**

Administration recommends approval.

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** General Fund- Council Special Projects

**Amount:** \$185,000

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**Attachments**

Vitruvian Events Agreement

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work in the surrounding area. In addition to these benefits to the City, for the City's sponsorship of each Event, DCO will provide the City with the following benefits:

- (a) a listing of the City logo as a sponsor of the Events 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 Events 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 Events in all press releases, and other communications regarding the Events;
- (d) a listing of the City logo as a sponsor on all street banners and signs in connection with the Events;
- (e) the inclusion of the Addison logo on the web site ([www.vitruvianpark.com](http://www.vitruvianpark.com)) and links to the City's websites ([www.addisontexas.net](http://www.addisontexas.net)); and
- (f) provide recognition of the Town of Addison from the stage at the Events.

Section 3. Event Promotion, Advertising. Any promotion or advertising by, for, or on behalf of DCO or the City of any of the Events that references Addison or the Vitruvian Park Portion shall, before being used for promotion or advertising purposes, first be submitted to Addison or DCO, as applicable, for its prior review and approval (if any), which approval shall not be unreasonably withheld, conditioned or delayed. In the event Addison or DCO, as applicable, fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such promotion or advertising within ten (10) calendar days after the same is submitted (or resubmitted after modifications, as the case may be) to Addison or DCO, as applicable, such promotion or advertising shall be deemed approved. The parties agree that the type of promotions and advertising provided for the same or similar events in the Town of Addison prior to this Agreement are acceptable.

The City will promote the Events and will, among other things, (a) list the Events on the City's website ([www.addisontexas.net](http://www.addisontexas.net)) with a link to DCO's website ([www.vitruvianpark.com](http://www.vitruvianpark.com)), (b) display banners (as approved by the City, if at all and in the City's sole discretion, and subject to availability) across Belt Line Road advertising the Events (which banners, if any, will be supplied by DCO to the City no later than three (3) days prior to display), and (c) promote the Events on the City's social media sites.

Section 4. Termination.

- (a) Either party may terminate this Agreement if the other party commits a material breach of this Agreement, and
  - (i) such breach remains uncured for a period of 10 calendar days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or

- (ii) if the breach cannot with diligence be cured within said 10 day period, if within such period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such breach, and thereafter prosecutes the curing of such breach with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such breach with diligence and continuity, not to exceed 30 calendar days following the occurrence of the breach unless otherwise agreed by the parties,

Upon termination of this Agreement by Addison pursuant to this subsection 4(a), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination, but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received). Upon termination of this Agreement by DCO pursuant to this subsection 4(a), Addison will pay to DCO the then unpaid portion of the full amount set forth in the attached Exhibit A (such full amount being \$185,000).

(b) This Agreement may also be terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such termination to the other party hereto. If Addison terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO the then unpaid portion of the full amount set forth in the attached Exhibit A (such full amount being \$185,000). If DCO terminates this Agreement pursuant to this subsection 4(b), Addison will pay to DCO any amounts then due pursuant to this Agreement through the date of such termination but no further or additional payments will be made (and if any payment has been made for which services have not been provided, DCO will reimburse to Addison proportional amount of such payment equal to the value of the services not received).

(c) Payment obligations under this Section 4 shall survive termination of this Agreement.

Section 5. Insurance. At all times in connection with this Agreement, DCO shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages set forth in Section 67-16(b)(4) of the Code of Ordinances of the City, a copy of which is attached as Exhibit C to this Agreement (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 City Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement.

In addition to the provisions of Section 67-16(b)(4), DCO shall specifically endorse applicable insurance policies as follows:

- (i) The Town of Addison, Texas shall be named as an additional insured with respect to General Liability and Automobile Liability.
- (ii) All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, Texas.

- (iii) A waiver of subrogation in favor of the Town of Addison, Texas, its elected officials, its officers, employees, and agents shall be contained in each policy required herein.
- (iv) Reserved.
- (v) All insurance policies shall be endorsed to the effect that the Town of Addison, Texas will receive at least sixty (60) days' notice prior to cancellation or non-renewal of the insurance.
- (vi) All insurance policies, which name the Town of Addison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- (vii) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- (viii) DCO may maintain reasonable and customary deductibles, subject to approval by the Town of Addison, Texas.
- (ix) Insurance must be purchased from insurers that are financially acceptable to the Town of Addison, Texas and licensed to do business in the State of Texas.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to DCO and the City prior to the commencement of each Event, and shall:

- (i) List each insurance coverage described and required herein. Such certificates will also include a copy of the endorsements necessary to meet the requirements and instructions contained herein.
- (ii) Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

Upon request, DCO shall furnish the Town of Addison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

Section 6. **Responsibility, Assumption of Risk.** In connection with the Events and this Agreement and for the consideration set forth herein, **DCO agrees to assume and does hereby assume all responsibility and liability for any and all damages or destruction of any property or personal injuries (including death) to any person of whatsoever kind or nature caused by, arising out of, or in connection with DCO's conducting, presentation, management, operation, coordination, and control of the Events as set forth in Section 1 of this Agreement or by any act or omission of any DCO Persons (as defined in Section 7, below). Addison assumes, and shall have, no responsibility for any property placed by DCO or by any DCO Persons on the Event Site, and DCO hereby RELEASES Addison and all Addison Persons 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 Event Site.**

**DCO, for itself and the DCO Persons do hereby ASSUME THE RISK of all conditions, whether dangerous or otherwise, in and about the Vitruvian Park Portion, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the same. The provisions of this paragraph shall survive the termination of this Agreement and the Events.**

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

**Section 7. DCO's INDEMNITY OBLIGATION. For the consideration set forth in this Agreement, DCO covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS Addison, its elected and appointed officials, its officers, employees, representatives, and volunteers, individually or collectively, in both their official and private capacities (collectively, "Addison Persons" and each an "Addison Person"), 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) DCO's conducting, presentation, management, operation, coordination, and control of the Events as set forth in Section 1 of this Agreement,**
- (2) representations or warranties by DCO under this Agreement,**
- (3) any personal injuries (including but not limited to death) to any DCO Persons (as hereinafter defined) arising out of or in connection with DCO's conducting, presentation, management, operation, coordination, and control of the Events, and/or**
- (4) any other act or omission under, in connection with, or in performance of this Agreement by**
  - (i) DCO or by any of its owners, partners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, invitees, or concessionaires, or any other person or entity for whom DCO is legally responsible, by**
  - (ii) any Affiliate of DCO or any Affiliate's owners, partners, officers, directors, managers, employees, agents, representatives, consultants, contractors, subcontractors, licensees, invitees, or concessionaires, or of any other person or entity for whom such Affiliate is legally responsible, and/or by**
  - (iii) the respective owners, partners, officers, managers, employees, directors, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires of the entities and persons described in the foregoing (i) and (ii) (the entities and persons described in the foregoing (i), (ii), and (iii) being collectively "DCO Persons").**

**SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE DAMAGES ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ADDISON AND/OR ANY OTHER ADDISON PERSON, OR CONDUCT BY ANY ADDISON AND/OR ANY OTHER ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND, BUT DOES NOT INCLUDE ANY CLAIMS FOUND TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADDISON AND/OR ANY OTHER ADDISON PERSON. However, DCO's liability under this clause shall be reduced by that portion of the total amount of the Claims (including 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.**

For purposes hereof, "Affiliate" means (a) all persons, corporations, and other entities, if any, controlled by DCO, (b) all persons, corporations, and other entities which control DCO ("Parent"), and (c) all persons, corporations, and other entities controlled by a Parent; and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise.

Each party shall promptly advise the other party in writing of any claim or demand against any Addison Person, DCO, or any DCO Person related to or arising out of DCO's activities under this Agreement, and, to the extent required under this Section 7, DCO shall see to the investigation and defense of such claim or demand at DCO'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 DCO of any of its obligations hereunder.

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

Section 8. Miscellaneous.

(a) *Notices.* For purposes of this Agreement and except as otherwise provided for in this Agreement, notices and all other communications provided for herein shall be in writing, addressed as provided hereinafter to the party to whom the notice or request is given, and shall be either (i) delivered personally, (ii) sent by United States certified mail, postage prepaid, return receipt requested, or (iii) placed in the custody of Federal Express Corporation or other nationally recognized carrier to be delivered next business day. Notice shall be deemed given when received if delivered personally or if sent by Federal Express or other nationally recognized carrier; or seventy-two (72) hours after deposit if sent by certified mail.

Addresses for notices and communications are as follows:

To DCO:

c/o UDR, Inc.  
1745 Shea Center Drive, Suite 200  
Highlands Ranch, CO 80129  
Attn: Legal Department

To Addison:

Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attn: City Manager

From time to time either party may designate another address within the United States for all purposes of this Agreement by giving the other party not less than ten (10) days advance notice of such change of address in accordance with the provisions hereof.

(b) *Independent Contractors.* This Agreement shall not be deemed to create a joint venture, joint enterprise, partnership, principal-agent, employer-employee or similar relationship between DCO and Addison. DCO and Addison are and shall be acting as independent contractors under this Agreement.

(c) *Assignment; Binding Agreement.* DCO shall not, and has no authority to, assign, sell, pledge, transfer, encumber, or otherwise convey (any of the foregoing, and the occurrence of any of the foregoing, a “Conveyance”) in any manner or form whatsoever (including by operation of law, by merger, or otherwise) all or part of its rights and obligations hereunder without the prior written approval of the City. Any Conveyance of any kind or by any method without the City’s prior written consent shall be null and void. This Agreement shall be binding on and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

(d) *Construction of Terms.* For purposes of this Agreement, (i) “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, and (ii) “day” or “days” means calendar days. The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement.

(e) *Rights, Remedies; Waiver.* Except as set forth in or otherwise limited by this Agreement, the remedies and rights set forth in this Agreement: (a) are and shall be in addition to any and all other remedies and rights either party may have at law, in equity, or otherwise, (b) shall be cumulative, and (c) may be pursued successively or concurrently as either party may elect. The exercise of any remedy or right by either party shall not be deemed an election of remedies or rights or preclude that party from exercising any other remedies or rights in the future. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the expiration or termination of this Agreement. All waivers must be in writing and signed by the waiving party.

(f) *Entire Agreement; Amendment.* This Agreement represents the entire and integrated agreement between DCO and the City with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Any amendment or modification of this Agreement must be in writing and signed by authorized representatives of DCO and the City or it shall have no effect and shall be void.

(g) *No Third Party Benefits.* This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

(h) *Immunity.* Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the City, its officials,

officers, employees, representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

(i) *Severability.* The terms, conditions, and provisions of this Agreement are severable, and if any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(j) *Governing Law; Venue.* This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Texas, without regard to choice of laws rules of any jurisdiction. Any and all suits, actions or legal proceedings relating to this Agreement shall be maintained in the state or federal courts of Dallas County, Texas, which courts shall have exclusive jurisdiction for such purpose. Each of the parties submits to the exclusive jurisdiction of such courts for purposes of any such suit, action, or legal proceeding hereunder, and waives any objection or claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that suit, action, or legal proceeding is improper.

(k) *Recitals; Exhibits.* The Recitals to this Agreement are incorporated into this Agreement and made a part hereof for all purposes. All appendices and exhibits to this Agreement referenced in this Agreement are incorporated herein by reference and made a part hereof for all purposes wherever reference is made to the same.

(l) *Authorized Signatories.* The officers and/or agents of the parties hereto executing this Agreement are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of each of the respective parties, 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.

(m) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and same instrument.

**In Witness Whereof**, the parties hereto have executed this Agreement effective as of Effective Date.

**TOWN OF ADDISON, TEXAS**

**DCO REALTY, INC.**

By: \_\_\_\_\_  
Lea Dunn, City Manager

By: \_\_\_\_\_  
Typed name: Harry G. Alcock  
Title: Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**2015 Vitruvian Park Events**

<b>Date</b>	<b>Event</b>	<b>Addison Payment</b>
June 4, 2015	Vitruvian Nights Live	\$12,333.34
June 6, 2015	Vitruvian Salsa Festival	\$12,333.34
June 13, 2015	Vitruvian Salsa Festival	\$12,333.34
June 18, 2015	Vitruvian Nights Live	\$12,333.34
June 20, 2015	Vitruvian Salsa Festival	\$12,333.34
June 27, 2015	Vitruvian Salsa Festival	\$12,333.33
July 2, 2015	Vitruvian Nights Live	\$12,333.33
July 4, 2015	Vitruvian Salsa Festival	\$12,333.33
July 11, 2015	Vitruvian Salsa Festival	\$12,333.33
July 16, 2015	Vitruvian Nights Live	\$12,333.33
July 18, 2015	Vitruvian Salsa Festival	\$12,333.33
July 25, 2015	Vitruvian Salsa Festival	\$12,333.33
July 30, 2015	Vitruvian Nights Live	\$12,333.33
August 13, 2015	Vitruvian Nights Live	\$12,333.33
August 27, 2015	Vitruvian Nights Live	\$12,333.33
	<b>TOTAL</b>	<b>\$185,000</b>

**EXHIBIT B**



## EXHIBIT C

### Section 67-16(b)(4), Code of Ordinances

- (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.
  - 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.

AI-960

R2c

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Parks & Recreation

**Council Goals:** Raise property values  
Attract new businesses to Addison  
Infrastructure improvement and maintenance  
Implement bond propositions

---

**AGENDA CAPTION:**

Approval of and authorizing the City Manager to enter into an easement agreement with WS MQ Quorum, LLC for their property located along Quorum Drive and identified through the attached exhibits.

**BACKGROUND:**

This agreement will allow the Town of Addison to install the proposed pedestrian lighting for South Quorum as a part of the Town's Pedestrian Connectivity Project which is funded by Proposition 6 of the 2012 Bond Election. An attached map identifies the property that this easement will address.

The easements, identified as 10' sidewalk, pedestrian access & public art easements will also provide potential locations for the installation of public art, bus shelters and other items identified in the Quorum Art Walk master plan. There are a total of 13 easements required to complete the lighting in South Quorum.

**RECOMMENDATION:**

Administration recommends approval.

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**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** Proposition 6 of the 2012 Bond

**Amount:** \$10.00

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**Attachments**

Easement Agreement

Easement Map

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

After Recording Return To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Addison, Texas 75001

**EASEMENT AGREEMENT**

DATE: JANUARY 30, 2015

GRANTOR: WS MQ QUORUM, LLC  
660 STEAMBOAT RD, 3RD FLOOR  
GREENWICH, CT 06830  
(\_\_\_\_\_ County, \_\_\_\_\_)

GRANTEE: Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
(Dallas County, Texas)

GRANTOR'S LIENHOLDER(S): AB COMMERCIAL REAL ESTATE DEBT-SSA RL  
BENKASIA COMMERCIAL MORTGAGE

**CONSIDERATION:**

Ten and No/100 Dollars (\$10.00), the benefits flowing to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**EASEMENT PROPERTY:**

See Exhibit "A" attached hereto and incorporated herein by reference.

**EASEMENT PURPOSE:** For pedestrian connectivity purposes, including the construction, installation, operation, improvement, use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of sidewalks (including, without limitation, the use of such sidewalk for pedestrian traffic), landscaping, lighting, benches, canopies, shelters, water fountains, irrigation, signs, and related and customary uses and purposes attendant thereto; and for the installation use, inspection, repair, maintenance, reconstruction, replacement, relocation and removal of art, including without limitation sculptures, monuments, statues, posters, and other artforms (all of the above being, collectively, the "Facilities").

**RESERVATIONS FROM CONVEYANCE:**

None.

**EXCEPTIONS TO WARRANTY:**

None.

**GRANT OF EASEMENT:** Grantor, for the Consideration described above and subject to the Reservations from Conveyance and the Exceptions to Warranty, GRANTS, SELLS, and CONVEYS to Grantee and Grantee's heirs, successors, and assigns an easement and right-of-way in, on, over, under, through, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), TO HAVE AND TO HOLD the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and the Exceptions to Warranty.

**TERMS AND CONDITIONS:** Except as otherwise set forth herein, the following terms and conditions apply to the Easement granted by this instrument:

1. *Character of Easement.* The Easement is exclusive, and is for the benefit of Grantee and Grantee's successors and assigns.

2. *Duration of Easement.* The duration of the Easement is perpetual, except however that it shall terminate in the event of future abandonment of the Facilities by Grantee. For purposes hereof, and for so long as Grantee is the Town of Addison, the Facilities shall be deemed abandoned by Grantee solely upon Grantee's adoption and approval of an ordinance specifically abandoning the Easement and the rights of Grantee set forth herein.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs, successors and assigns the right to use all or part of the Easement Property (including, without limitation, the right to use the Facilities in the same way that members of the public may use the Facilities) in conjunction with Grantee as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with or interrupt the use or enjoyment of the Easement and the Easement Property for the Easement Purpose by Grantee and Grantee's heirs, successors, and assigns.

4. *Secondary Easement.* Grantee has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary in connection with the Easement and the Easement Purpose. However, Grantee must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.

5. *Improvement and Maintenance of Easement Property.*

Grantee has the right to eliminate any encroachments into the Easement Property, including, without limitation, the right to remove any and all fencing, paving, trees and undergrowth, and other obstructions that may injure or damage or tend to injure or damage the Facilities, or interfere with the installation, construction, reconstruction, maintenance, replacement, repair, upgrading, alteration, protection, inspection, operation, use, or removal thereof. Grantor agrees, for the consideration set forth herein, not to construct or place within the Easement Property any buildings, structures, fences, property, or other improvements of any nature whatsoever, or any shrubs, trees or other growth of any kind, or otherwise interfere with the Easement, without the prior written consent of Grantee. Grantee shall have the right to remove, and keep removed, all or parts of any building, structure, fence, property, or other improvement, or any shrub, tree, or other growth, of any character that is located within the Easement Property and which, in the judgment of Grantee, may endanger or in any way interfere with the construction, efficiency, or convenient and safe operation and maintenance of the Facilities described herein or the exercise of Grantee's rights hereunder. Grantee shall at its sole cost and expense maintain and keep the Facilities in good order, condition and repair.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunction (temporary or permanent) prohibiting interference and commanding compliance. Restraining order and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law, in equity, or otherwise.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for all suits, matters, claims, or proceedings hereunder lies exclusively in Dallas County, Texas.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Entire Agreement.* This agreement, together with the exhibits attached hereto, contains the entire agreement and understanding between Grantor and Grantee with respect to the subject matter herein and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among

the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. As of the date of this agreement and pending further notice, notices shall be sent to the following addresses:

To Grantor: WS MQ QUORUM, LLC  
660 STEAMBOAT RD, 3<sup>RD</sup> floor  
GREENWICH, CT 06830  
Attention: AL HARTFIELD

To Grantee: Town of Addison, Texas  
5300 Belt Line Road  
Dallas, Texas 75254  
Attention: City Manager

14. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

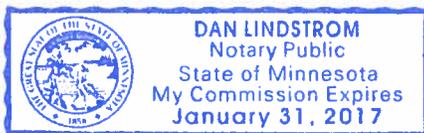
15. *Authorized Persons.* The undersigned persons are the properly authorized representatives of each of the respective parties and have the necessary authority to execute this agreement on behalf of the parties hereto.

#### MISCELLANEOUS:

When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the date first written above.

x Dan Lindstrom  
Notary



GRANTOR AL, AUTHORIZED SIGNATORY

By: WS MQ QUORUM, LLC  
Typed Name: AL HARTFIELD

Title: \_\_\_\_\_

**GRANTEE**

**TOWN OF ADDISON, TEXAS**

By: \_\_\_\_\_  
Lea Dunn, City Manager

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

Before me, the undersigned Notary Public, on this day personally appeared Lea Dunn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Texas

Print Name: \_\_\_\_\_

Commission expires: \_\_\_\_\_

AB Commercial Real Estate Debt - B S.a r.l.

Consent and Subordination by Lienholder

Lienholder, the undersigned (formed and operating under the laws of the State of Luxembourg), whose address is \_\_\_\_\_, as the holder of [a] lien[s] on the Easement Property, consents to the terms of the above grant of Easement, including the terms and conditions of the grant and all provisions of this Easement for Utilities, and Lienholder hereby subordinates its lien[s] to the rights and interests of Grantee (and Grantee's heirs, successors and assigns), so that a foreclosure of the lien[s] (or transfer in lieu of foreclosure, or Lienholder's succession to the interests of Grantor, its successors and assigns, by other means) will not extinguish the rights and interests of the Grantee, its heirs, successors and assigns. The person signing on behalf of Lienholder hereby represents that the person has authority and is duly authorized to sign this Consent and Subordination by Lienholder on behalf of and to bind Lienholder.

c/o Alliance Bernstein LP  
1345 Avenue of the Americas  
39th Floor  
New York, NY 10105

LIENHOLDER: Alliance Bernstein (Luxembourg) S.a r.l.  
on behalf of AB Commercial Real Estate Debt - B S.a r.l.

By: [Signature]  
Typed/printed name: Stephen Malone  
Title: Authorized Signatory

STATE OF PA (KH)  
COUNTY OF Philadelphia

Before me, the undersigned authority, on this day personally appeared Stephen Malone, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

[SEAL] Given under my hand and seal of office this 11th day of February, 2015.

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Kevin Warren Harris, Notary Public  
Lower Merion Twp., Montgomery County  
My Commission Expires Jan. 2, 2018  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Kevin Warren Harris (KH)  
Notary Public, State of Pennsylvania  
Print Name: Kevin Warren Harris  
My commission expires: January 2, 2018

**EXHIBIT "A"**

*[description of the Easement Property]*

**10' SIDEWALK, PEDESTRIAN ACCESS & PUBLIC ART EASEMENT  
PART BLOCK 1, MARRIOT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

Being a tract or parcel of land situated in the J. Pancoast Survey, Abstract No. 1146 and G. W. Fisher Survey, Abstract No. 482, City of Addison, Dallas County, Texas, being a part of Block 1, Marriot at the Quorum, an addition to the City of Addison according to the plat recorded in Volume 82111, Page 2578, Deed Records, Dallas County, Texas, and being part of a tract of land conveyed to WS MQ Hotel LLC by Special Warranty Deed recorded in Instrument No. 201300382364, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a chiseled "X" in concrete set for corner on the west line of Quorum Drive (variable width right-of-way), said corner being the westerly common corner of said Block 1 and a tract of land conveyed to General Electric Credit Equities Inc. by Special Warranty Deed recorded in Instrument No. 201000202252, Official Public Records, Dallas County, Texas, from which a chiseled "X" in concrete found bears North 60° 22' 06" West a distance of 0.65 feet;

**THENCE** North 89° 16' 25" East, departing the east line of said Quorum Drive, along the common line between said General Electric Credit Equities tract and Block 1 a distance of 11.04 feet to a chiseled "X" in concrete set for corner at the beginning of a non-tangent curve to the right;

**THENCE** in a southeasterly direction, 10 feet east of and parallel to the east line of said Quorum Drive, along said non-tangent curve to the right whose chord bears South 05° 52' 56" East a distance of 452.71 feet, having a radius of 672.11 feet, a central angle of 39° 21' 44" and an arc length of 461.74 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the end of said non-tangent curve to the right;

**THENCE** South 13° 47' 56" West, 10 feet east of and parallel to the east line of said Quorum Drive, a distance of 186.92 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner in the north line of The Quorum, an addition to the City of Addison according to the plat recorded in Volume 84072, Page 4851, Deed Records, Dallas County, Texas, said rod being on the south line of said Block 1;

**THENCE** South 89° 16' 25" West along the common line between said The Quorum and said Block 1 a distance of 10.33 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner for the westerly common corner of said The Quorum and Block 1, said rod being on the east line of said Quorum Drive;

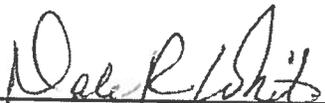
**THENCE** North 13° 47' 56" East along the east line of said Quorum Drive a distance of 189.51 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner at the beginning of a tangent curve to the left;

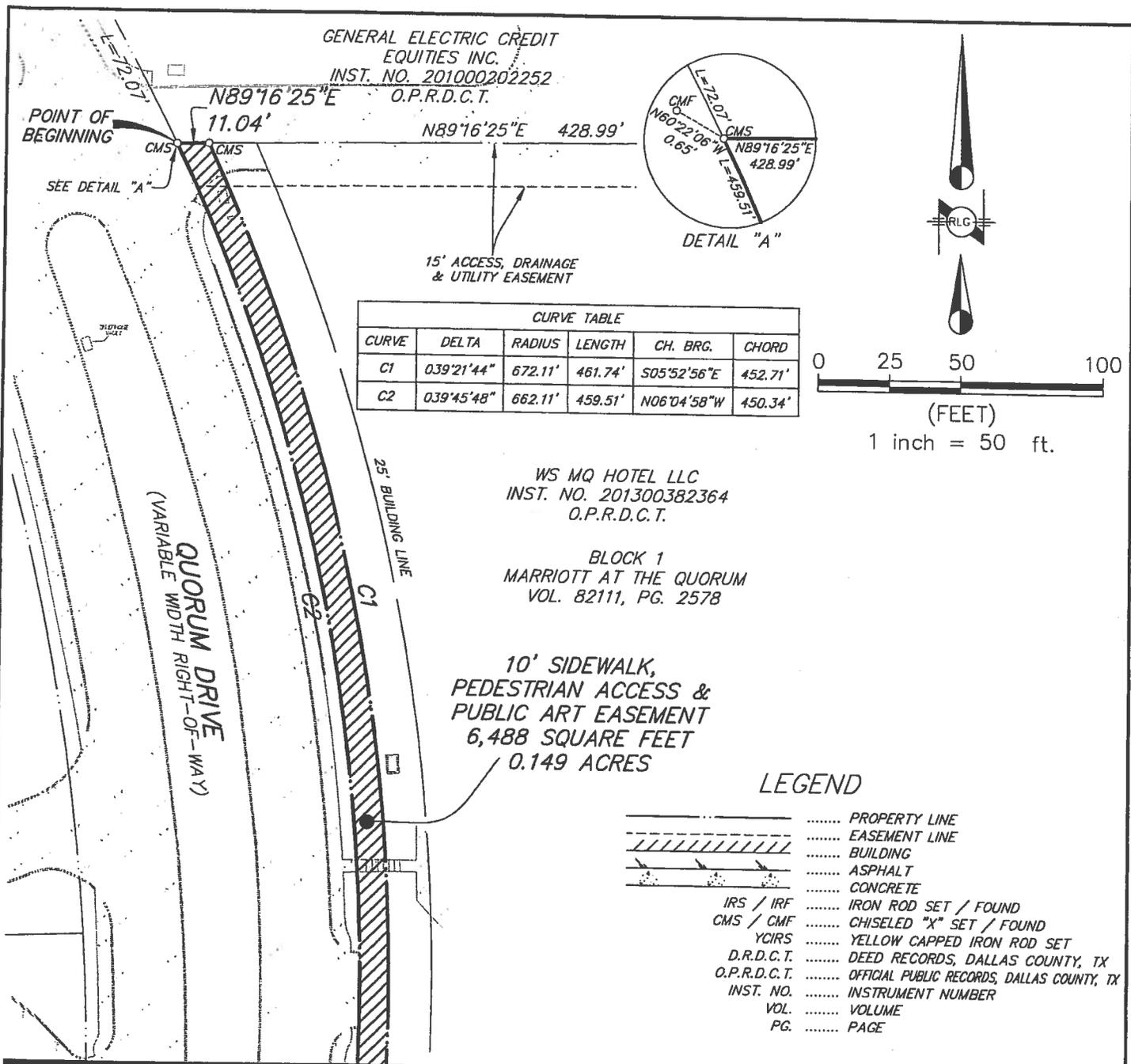
**10' SIDEWALK, PEDESTRIAN ACCESS & PUBLIC ART EASEMENT  
PART BLOCK 1, MARRIOT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

**THENCE** in a northwesterly direction continuing along the east line of said Quorum Drive and along said tangent curve to the left whose chord bears North 06° 04' 58" West a distance of 450.34 feet, having a radius of 662.11 feet, a central angle of 39° 45' 48" and an arc length of 459.51 feet to the **POINT OF BEGINNING** and containing 6,488 square feet or 0.149 acres, more or less.

**BASIS OF BEARINGS: STATE PLANE COORDINATES, TEXAS NORTH CENTRAL ZONE,  
NAD 83, REAL-TIME KINEMATIC OBSERVATION USING CITY OF ADDISON CONTROL  
POINT NO. COA-5.**



  
Dale R. White R.P.L.S. No. 4762  
11/25/2014



MATCH LINE SHEET 4

BASIS OF BEARINGS: STATE PLANE COORDINATES,  
TEXAS NORTH CENTRAL ZONE, NAD 83,  
REAL-TIME KINEMATIC OBSERVATION USING CITY  
OF ADDISON CONTROL POINT NO. COA-5.

CONTROLLING MONUMENTS: CMF AT THE  
NORTHEAST CORNER OF LOT 1, BLOCK 3,  
QUORUM PER PLAT RECORDED IN INST. NO.  
200600064801, O.P.R.D.C.T. AND 1/2" IRF AT  
THE SOUTHWEST CORNER OF PLAZA AT THE  
QUORUM II PER PLAT RECORDED IN VOLUME  
81172, PAGE 273, D.R.D.C.T.

RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100  
rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

**10' SIDEWALK, PEDESTRIAN  
ACCESS & PUBLIC ART EASEMENT  
PART OF BLOCK 1, MARRIOTT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

SCALE	1" = 50'	DATE	10-31-2014	SHEET	3 OF 4
JOB NO.	13054.10	E-FILE	13054ex3.dwg	DWG NO.	26,103X

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	039°21'44"	672.11'	461.74'	S05°52'56"E	452.71'
C2	039°45'48"	662.11'	459.51'	N06°04'58"W	450.34'



(FEET)

1 inch = 50 ft.

WS MQ HOTEL LLC  
INST. NO. 201300382364  
O.P.R.D.C.T.

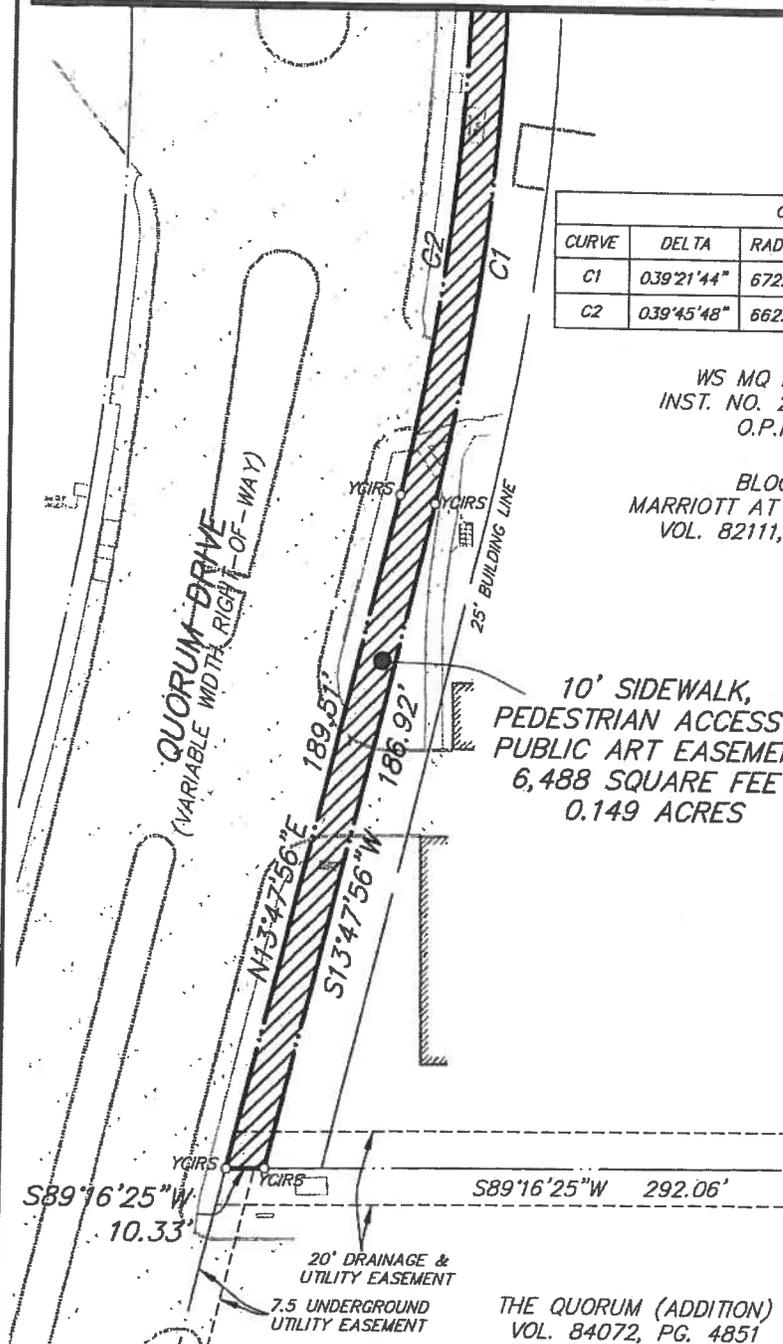
BLOCK 1  
MARRIOTT AT THE QUORUM  
VOL. 82111, PG. 2578



*Dale R. White*  
DALE R. WHITE R.P.L.S. NO. 4762  
11/25/2014

LEGEND

- ..... PROPERTY LINE
- EASEMENT LINE
- ////// BUILDING
- ..... ASPHALT
- ..... CONCRETE
- IRS / IRF ..... IRON ROD SET / FOUND
- CMS / CMF ..... CHISELED "X" SET / FOUND
- YCIRS ..... YELLOW CAPPED IRON ROD SET
- D.R.D.C.T. .... DEED RECORDS, DALLAS COUNTY, TX
- O.P.R.D.C.T. .... OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TX
- INST. NO. .... INSTRUMENT NUMBER
- VOL. .... VOLUME
- PG. .... PAGE



10' SIDEWALK,  
PEDESTRIAN ACCESS &  
PUBLIC ART EASEMENT  
6,488 SQUARE FEET  
0.149 ACRES

THE QUORUM (ADDITION)  
VOL. 84072, PG. 4851

BASIS OF BEARINGS: STATE PLANE COORDINATES,  
TEXAS NORTH CENTRAL ZONE, NAD 83,  
REAL-TIME KINEMATIC OBSERVATION USING CITY  
OF ADDISON CONTROL POINT NO. COA-5.

CONTROLLING MONUMENTS: CMF AT THE  
NORTHEAST CORNER OF LOT 1, BLOCK 3,  
QUORUM PER PLAT RECORDED IN INST. NO.  
200600064801, O.P.R.D.C.T. AND 1/2" IRF AT  
THE SOUTHWEST CORNER OF PLAZA AT THE  
QUORUM II PER PLAT RECORDED IN VOLUME  
81172, PAGE 273, D.R.D.C.T.

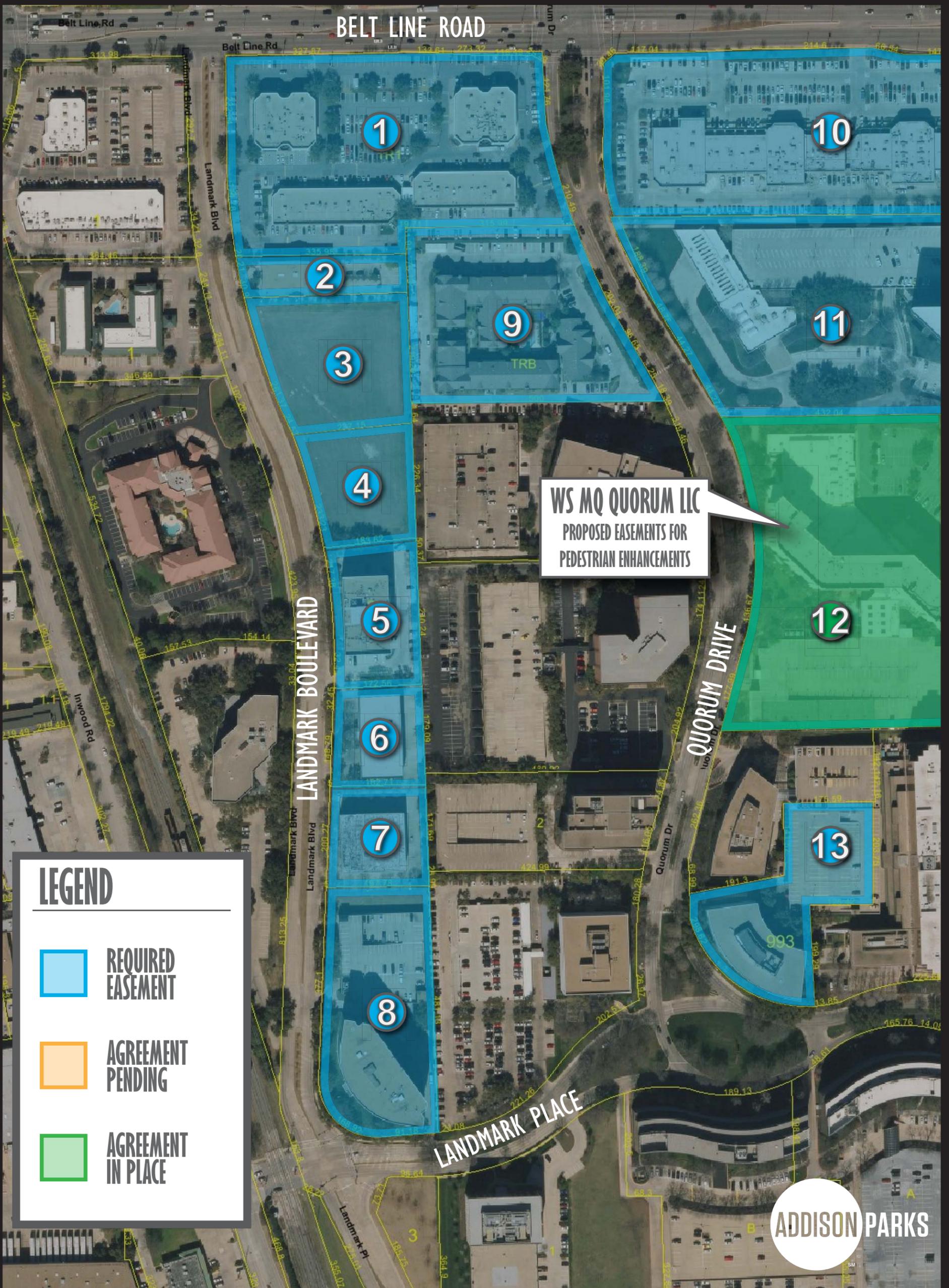
RAYMOND L. GOODSON JR., INC.  
5445 LA SIERRA, STE 300, LB 17  
DALLAS, TX. 75231-4138  
214-739-8100

rlg@rlginc.com  
TEXAS PE REG #F-493  
TBPLS REG #100341-00

**10' SIDEWALK, PEDESTRIAN  
ACCESS & PUBLIC ART EASEMENT  
PART OF BLOCK 1, MARRIOTT AT THE QUORUM  
J. PANCOAST SURVEY, ABSTRACT NO. 1146  
G. W. FISHER SURVEY, ABSTRACT NO. 482  
CITY OF ADDISON, DALLAS COUNTY, TEXAS**

SCALE	1" = 50'	DATE	10-31-2014	SHEET	4 OF 4
JOB NO.	13054.10	E-FILE	13054ex3.dwg	DWG NO.	26,103X

# BELT LINE ROAD



# South Quorum Lighting REQUIRED EASEMENTS

**AI-1017**

**R2d**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** Implement bond propositions

---

**AGENDA CAPTION:**

Approval of and authorizing the City Manager to execute a purchase agreement for a Utility and Sidewalk easement at 3711 Belt Line Road in the amount of \$30,000.

**BACKGROUND:**

In 2012, the citizens of Addison approved bonds to fund the undergrounding of the utilities on Belt Line Road. The project requires the acquisition of parcels of property along the roadway that consist, for the most part, of small areas to expand the current right-of-way or to accommodate the switch gear and transformer equipment needed for the project.

On March 11, 2014, the Council passed a resolution authorizing the City Manager to execute such instruments as may be necessary or required to document and to consummate the agreement and to cause the expenditure of city funds for the acquisition and related costs as long as the cost did not exceed the appraisal amount.

The initial offer and final offers for each property has been communicated to the property owner. The property owner at 3711 Belt Line Road has made a counter offer for the Town's consideration. The Town's initial total offer was \$18,716. The property owner asserts that an additional parking space will be rendered unusable by the project, and therefore, has offered a counter proposal of \$30,000. To avoid costly eminent domain proceedings, staff recommends that the counter offer of \$30,000 be accepted. The difference from the initial offer and the counter offer is \$11,284.

**RECOMMENDATION:**

Administration recommends approval.

---

**Fiscal Impact**

**Budgeted Yes/No:** Yes

**Funding Source:** 2012 Belt Line Utility Undergrounding Project

**Amount:** \$30,000

---

**AI-1024**

**R2e**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** N/A

---

**AGENDA CAPTION:**

REPLAT/Inwood West Lots 1A and 1B. Consider and take action regarding a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, on application from 14885 Inwood Road, LLC, represented by Ms. Rose Meza.

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration recommends approval.

---

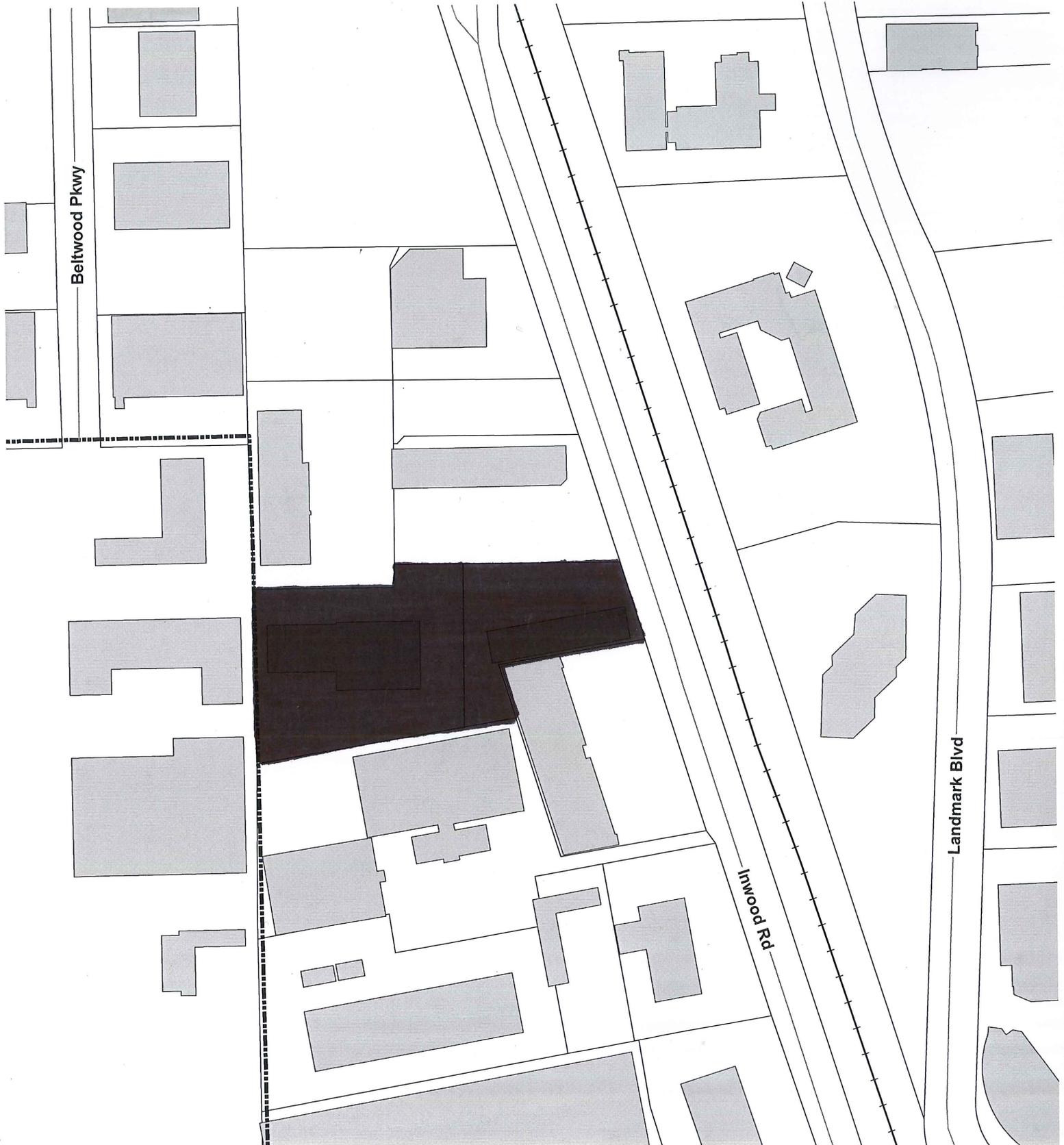
**Attachments**

REPLAT Inwood West Council Packet

---

# REPLAT/Inwood West Lots 1A and 1B

REPLAT/Inwood West Lots 1A and 1B. Presentation, discussion and consideration of a recommendation regarding a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, on application from 14885 Inwood Road, LLC, represented by Ms. Rose Meza.





March 13, 2015

STAFF REPORT

RE: REPLAT/ Inwood West Lots 1A  
and 1B

LOCATION: Generally located at 14825  
Inwood Road

REQUEST: Approval of a replat

APPLICANT: 14885 Inwood Road LLC,  
represented by Ms. Rose Meza

DISCUSSION:

Background. The current plat for this property was approved in 1991. Since that time, the property has been sold and Lot 1 was subdivided into two lots. This replat is necessary to record the subdivision, the new property line and to provide the easements necessary to ensure that both properties maintain access to the necessary utilities and to preserve the current ingress and egress lanes on both properties.

Engineering Review. The replat has been reviewed by Town staff and found to be in compliance with all requirements.

RECOMMENDATION:

Staff recommends approval of the proposed replat subject to no conditions.

REPLAT/Inwood West Lots 1A and 1B  
March 18, 2015

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 2.751 acres located generally at the 14825 Inwood Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

**AI-1025**

**R2f**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** N/A

---

**AGENDA CAPTION:**

REPLAT/Beltway Quorum Addition Lots 3A1 and 4A, Block A. Consider and take action regarding a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, on application from Magnolia Lodging Development, represented by Mr. John Reiersen.

**COMMISSION FINDINGS:**

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration recommends approval.

---

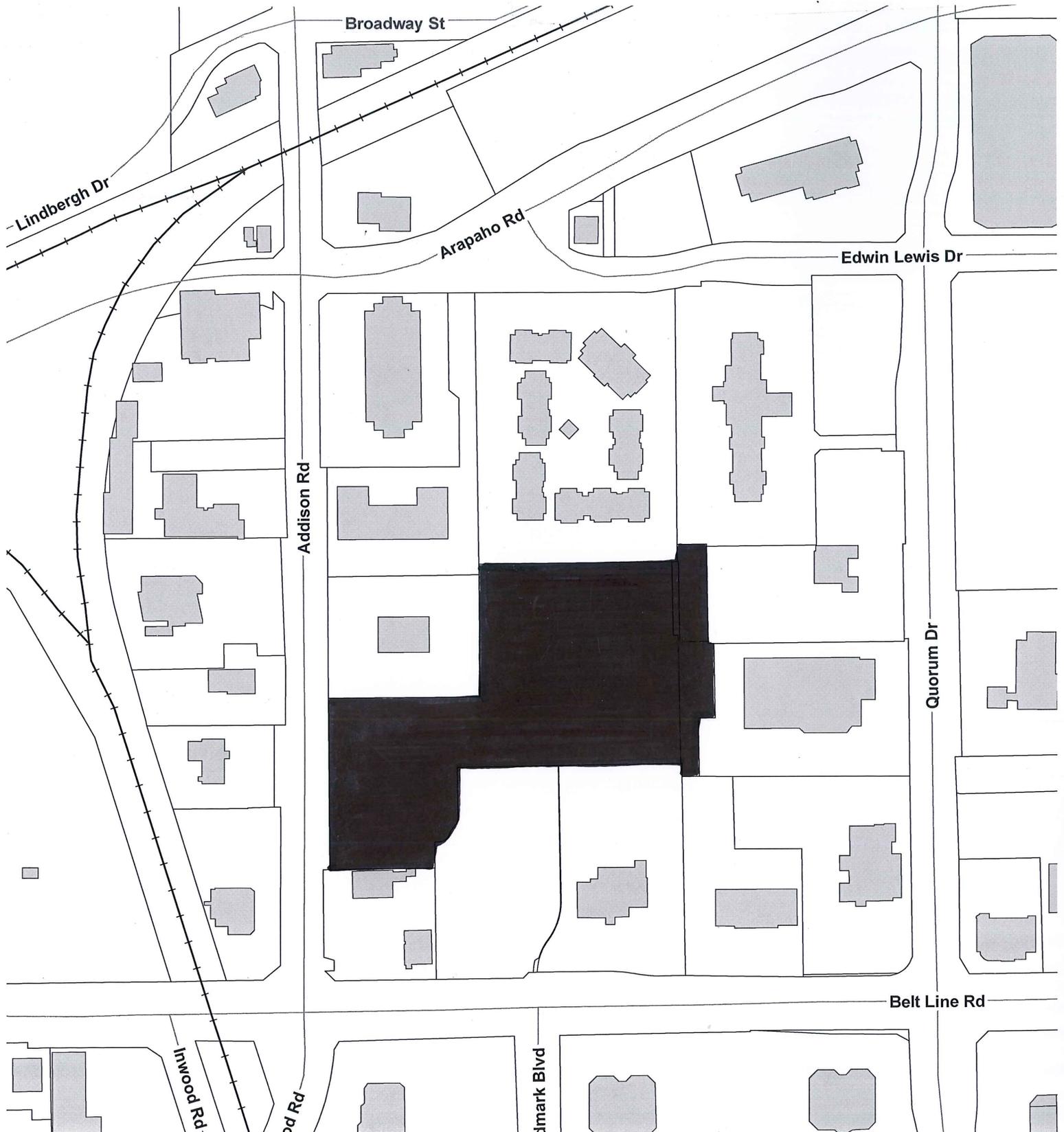
**Attachments**

REPLAT Beltway Quorum Addition Council Packet

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# REPLAT/Beltway Quorum Addition Lots 3A1 and 4A, Block A

REPLAT/Beltway Quorum Addition Lots 3A1 and 4A, Block A. Presentation, discussion and consideration of a recommendation regarding a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, on application from Magnolia Lodging Development, represented by Mr. John Reiersen.





March 13, 2015

STAFF REPORT

RE: REPLAT/ Beltway Quorum  
Addition Lots 3A1 and 4A, Block  
A

LOCATION: Generally located the northeast  
corner of Belt Line Road and  
Addison Road

REQUEST: Approval of a replat

APPLICANT: Magnolia Lodging Development,  
represented by Mr. John  
Reierson.

DISCUSSION:

Background. This replat is in conjunction with the Home2 Suites hotel that was approved in 2013. The property was replatted early last year in anticipation of the development, however, now that the construction documents are complete and there is more clarity on exactly where the structures and utility lines are going to be located, adjustments are needed for certain easements.

Engineering Review. The replat has been reviewed by Town staff and found to be in compliance with all requirements. In order to approve the replat, Council will need to abandon the Town's interest in an area currently included as part of a utility easement (the hatched area on the plat document). There are no utilities within that area now, nor will there be any need for utilities within that area in the future to service this development, so there is no reason to preserve our interest in the easement. This is a procedural step that will be approved concurrently by the Council when this replat is considered at the next Council meeting.

RECOMMENDATION:

Staff recommends approval of the proposed replat subject to no conditions.

REPLAT/Beltway Quorum Addition Lots 3A1 and 4A, Block A  
March 18, 2015

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on March 17, 2015, voted to recommend approval of a replat for two lots totaling 4.5442 acres located generally at the northeast corner of Belt line Road and Addison Road, subject to no conditions:

Voting Aye: Groce, Morgan, Oliver, Robbins, Robinson, Smith, Wheeler

Voting Nay: none

Absent: none

**AI-1026**

**R2g**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Approval of an ordinance abandoning a portion of an ingress/egress, drainage and utility easement within the property located at 4875 Belt Line Road.

**BACKGROUND:**

Last year, a plat was approved establishing certain easements as part of the planned Home2 Suites hotel. As construction documents and utility locations have been finalized, the easements set out in the plat need to be changed. Additional easements are recorded in the replat presented as a separate item on this agenda. However, easement abandonments occur through a separate instrument.

In order to approve the replat, Council will need to abandon the Town's interest in an area currently included as part of a utility easement (the hatched area on the plat document). There are no utilities within that area now, nor will there be any need for utilities within that area in the future to service this development, so there is no reason to preserve our interest in the easement.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Easement Abandonment Ordinance

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**TOWN OF ADDISON, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS  
PROVIDING FOR THE ABANDONMENT OF THE TOWN'S  
INTEREST IN A DRAINAGE AND UTILITY EASEMENT  
LOCATED AT 4875 BELT LINE ROAD; PROVIDING FOR  
RECORDING OF THIS ORDINANCE; PROVIDING AN  
EFFECTIVE DATE.**

**WHEREAS**, there is located on Lot 3A, Block A of Beltway – Quorum Addition (an Addition to the Town of Addison, Texas according the plat thereof recorded as instrument number 201400062879, Dallas County, Texas) (the “Property”) an ingress/egress, drainage and utility easement as shown and depicted on Exhibit A attached hereto and incorporated herein (the “Utility Easement”); and

**WHEREAS**, the owners of the Property have requested that the Town of Addison abandon its interest in a portion of the ingress/egress, drainage and utility easement (the “Abandoned Easement”) as shown in the hatched area on Exhibit A; and

**WHEREAS**, the City has no utilities located in the Abandoned Easement, has never appropriated or used the Abandoned Easement, has never accepted the dedication of the Abandoned Easement by formal acceptance, entry, use or improvement, and does not need the Abandoned Easement for any public purpose; and

**WHEREAS**, Section 212.011 of the Texas Local Government Code (“Code”) provides that the approval of a plat is not considered an acceptance of a proposed dedication and does not impose on the municipality any duty regarding the maintenance or improvement of any dedicated parts until the appropriate municipal authorities make an actual appropriation of the dedicated parts by entry, use, or improvement; and

**WHEREAS**, Section 272.001 of the Code, provides for the release and abandonment of the hereinafter described ingress/egress, drainage and utility easement to the adjacent owner; and

**WHEREAS**, the City Council, acting pursuant to law, deems it advisable to abandon the City’s interest, if any, in the Abandoned Easement for the reason that the said Easement has not been used or needed and will not be used or needed by the City for public use, and said property should be abandoned, relinquished and vacated.

**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 are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Abandonment of Easement. The Town of Addison does hereby abandon, relinquish and vacate its interest in the Abandoned Easement described in the attached Exhibit A.

Section 3. Extent of Abandonment. The abandonment provided herein shall apply to the City's public right, title, easement and interest that the City may lawfully abandon, vacate and relinquish. The City makes no warranty or representation as to title to the Abandoned Easement.

Section 4. Certification; Recording. The City Secretary is hereby directed to certify a copy of this Ordinance and cause it to be recorded in the Deed Records of Dallas County, Texas.

Section 5. Effective Date. This Ordinance shall take effect immediately upon passage and it is so ordained.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Todd Meier, Mayor  
Town of Addison, Texas

ATTEST:

By: \_\_\_\_\_  
Chelsea Gonzalez, City Secretary

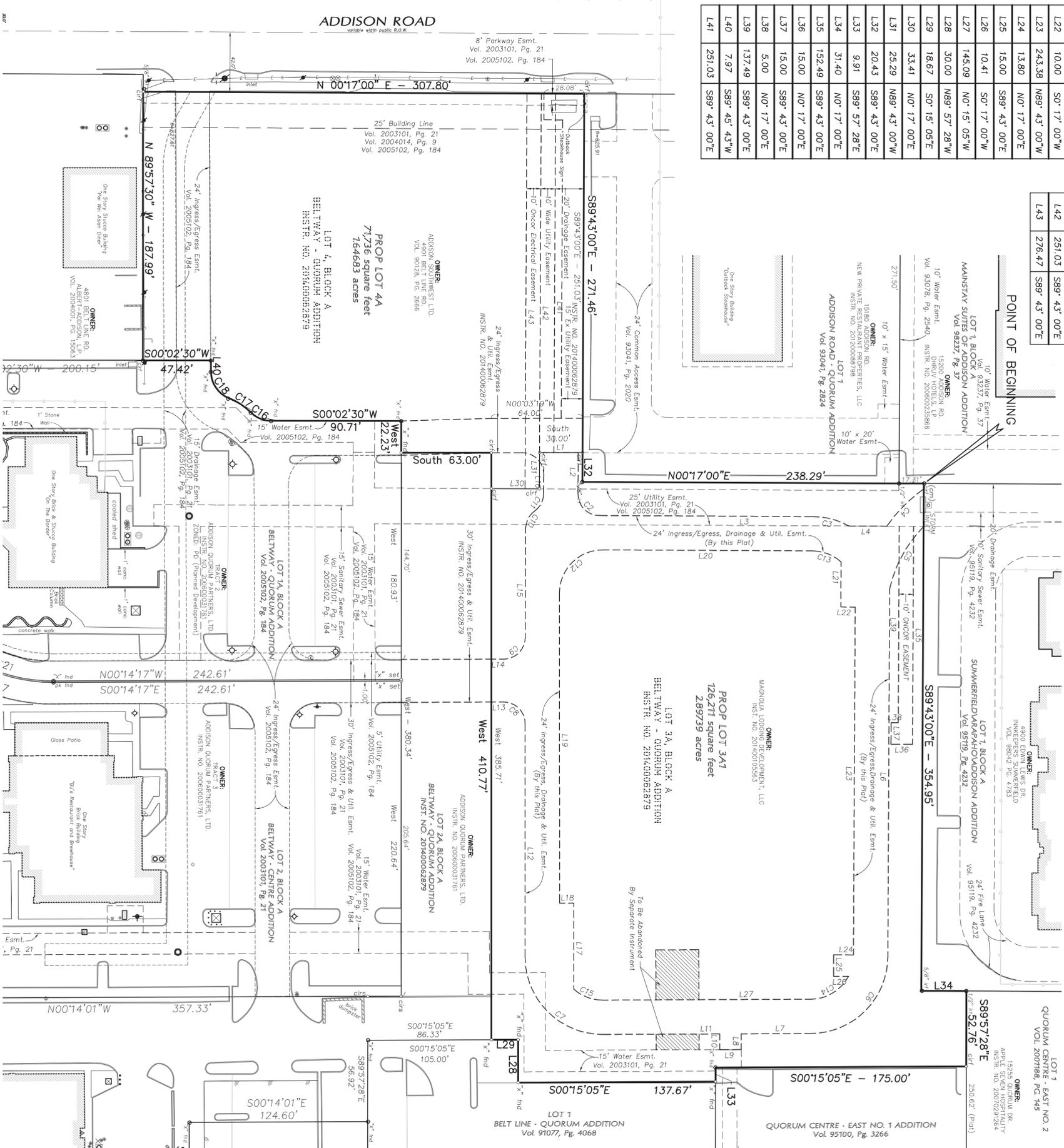
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

Line #	Length	Direction
L1	24.00	N0° 00' 25"E
L2	28.94	N89° 43' 00"W
L3	148.80	S0° 17' 00"W
L4	26.05	S0° 17' 00"W
L6	257.28	N89° 43' 00"W
L7	48.58	N0° 16' 50"W
L8	11.00	S89° 44' 55"W
L9	15.00	S0° 15' 05"E
L10	11.00	S89° 44' 55"W
L11	81.51	N0° 14' 03"W
L12	163.60	N90° 00' 00"E
L13	8.44	S0° 14' 17"E
L14	8.58	S0° 14' 17"E
L15	76.50	N89° 43' 00"W
L16	28.82	N89° 43' 00"W
L17	60.21	N90° 00' 00"E
L18	10.00	N0° 00' 00"E
L19	217.18	N89° 59' 58"E
L20	146.35	S0° 17' 00"W
L21	31.51	N89° 42' 57"W

Line #	Length	Direction
L22	10.00	S0° 17' 00"W
L23	243.38	N89° 43' 00"W
L24	13.80	N0° 17' 00"E
L25	15.00	S89° 43' 00"E
L26	10.41	S0° 17' 00"W
L27	145.09	N0° 15' 05"W
L28	30.00	N89° 57' 28"W
L29	18.67	S0° 15' 05"E
L30	33.41	N0° 17' 00"E
L31	25.29	N89° 43' 00"W
L32	20.43	S89° 43' 00"E
L33	9.91	S89° 57' 28"E
L34	31.40	N0° 17' 00"E
L35	152.49	N89° 43' 00"E
L36	15.00	N0° 17' 00"E
L37	15.00	S89° 43' 00"E
L38	5.00	N0° 17' 00"E
L39	137.49	S89° 43' 00"E
L40	7.97	S89° 45' 43"W
L41	251.03	S89° 43' 00"E

Line #	Length	Direction
L42	251.03	S89° 43' 00"E
L43	276.47	S89° 43' 00"E



Curve #	Length	Radius	Delta	Tangent	Chord Bearing	Chord Length
C1	80.84'	55.00'	84° 12' 36"	49.70'	N41° 51' 13"E	73.75'
C2	23.56'	15.00'	90° 00' 00"	15.00'	N45° 17' 00"E	21.21'
C3	26.73'	54.00'	28° 21' 56"	13.65'	S14° 27' 58"W	26.46'
C4	36.98'	110.00'	19° 15' 34"	18.66'	S45° 14' 44"E	36.80'
C5	50.38'	90.00'	32° 04' 26"	25.87'	S61° 32' 00"E	49.73'
C6	84.32'	54.00'	89° 27' 55"	53.50'	N44° 59' 03"W	76.01'
C7	85.06'	54.00'	90° 15' 05"	54.24'	N44° 52' 27"E	76.53'
C8	23.62'	15.00'	90° 14' 17"	15.06'	S44° 52' 51"W	21.26'
C9	23.43'	15.00'	89° 28' 43"	14.86'	N44° 58' 39"W	21.12'
C10	14.14'	15.00'	54° 00' 48"	7.65'	S62° 42' 36"E	13.62'
C11	14.14'	15.00'	54° 00' 48"	7.65'	N62° 42' 36"W	13.62'
C12	47.27'	30.00'	90° 17' 00"	30.15'	S44° 51' 30"E	42.53'
C13	21.89'	30.00'	41° 48' 42"	11.46'	S21° 11' 21"W	21.41'
C14	32.44'	30.00'	61° 57' 00"	18.01'	N31° 13' 35"W	30.88'
C15	22.02'	30.00'	42° 03' 42"	11.53'	N20° 46' 46"E	21.53'
C16	15.71'	20.00'	45° 00' 22"	8.29'	N22° 32' 41"E	15.31'
C17	18.21'	44.00'	23° 43' 01"	9.24'	S33° 11' 22"W	18.08'
C18	23.89'	20.00'	68° 25' 52"	13.60'	N55° 32' 47"E	22.49'

**Notes:**  
 cirt = capped iron rod found  
 irf = iron rod found for corner  
 "x" fnd = "x" cut in concrete found for corner  
 "x" fnd = "x" cut in concrete found for corner

**Basis of Bearings:**  
 Bearings are based upon a westerly line (North 00°17'00" East) of Lot 3, Block A, BELTWAY-QUORUM ADDITION, an addition to the town of Addison, as recorded in Volume 2005102, Page 184, Plat Records, Dallas County, Texas.

Copyright 2015 Plum & Carson, LLC. All Rights Reserved. This drawing is the property of Plum & Carson, LLC. Any modification or use of this drawing without the express written authorization of Plum & Carson, LLC is prohibited.

## FINAL REPLAT BELTWAY - QUORUM ADDITION

LOTS 3A1 & 4A, BLOCK A  
 BEING A REPLAT OF  
 BELTWAY - QUORUM ADDITION  
 LOTS 3A and 4, BLOCK A

45442 ACRES SITUATED IN THE  
 G.W. FISHER SURVEY - ABSTRACT NO. 482  
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS

**OWNERS**  
 ADDISON SOUTHWEST, LTD.  
 15280 Addison Rd., Ste 301  
 Addison, Texas 75001  
 972.628.3464  
 CONTACT: Cole Snodden

**OWNERS**  
 MAGNOLIA LOOKING  
 3620 N. Josey Ln., Ste 220  
 Carrollton, Texas 75007  
 214.488.9211  
 CONTACT: Matthew Newton

**SURVEYOR**  
 PLUM & CARSON, LLC  
 801 E. Campbell Road, Ste 575  
 Richardson, Texas 75081  
 214.328.3500, Fax: 214.328.3512  
 CONTACT: Alison Peltier

JANUARY 23, 2015  
 SHEET 1 OF 2

**AI-1027**

**R3**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Discuss, consider and take action regarding the appointment of a member to the Board of Zoning Adjustment.

**BACKGROUND:**

Debra Morgan's position on the Board of Zoning Adjustment was vacated with her appointment to the Planning and Zoning Commission. This appointment belongs to Mayor Meier.

**RECOMMENDATION:**

---

**AI-1028**

**R4**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Discuss, consider and take action regarding appointment of a Member to the Planning and Zoning Commission.

**BACKGROUND:**

Commissioner Linda Groce's second term on the Planning and Zoning Commission will expire on March 26, 2015. Commissioner Groce's appointment belongs to Council Member Heape.

**RECOMMENDATION:**

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**AI-1023**

**R5**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** City Manager

**Council Goals:** N/A

---

**AGENDA CAPTION:**

Presentation and discussion regarding the Dallas Independent School District's Comprehensive Plan.

**BACKGROUND:**

Michael Koprowski, Chief of Transformation and Innovation, will be presenting to Council.

**RECOMMENDATION:**

---

**AI-1019**

**R6**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Infrastructure- Development Services

**Council Goals:** Create and implement a Comprehensive Land Use/Revitalization Plan

---

**AGENDA CAPTION:**

Present, discuss, consider and take action on a resolution regarding a policy for housing in Addison.

**BACKGROUND:**

The attached resolution reflects Council's discussions which have occurred over the course of the last few Council Meetings and is based on direction received at the Council Work Session on March 16, 2015. The resolution is being brought forward for adoption.

**RECOMMENDATION:**

N/A

---

**Attachments**

Draft Housing Policy Resolution

---

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. R015-\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TX APPROVING AND SUPPORTING A HOUSING POLICY WITHIN THE TOWN OF ADDISON PURSUANT TO THE LAWS OF THE STATE OF TEXAS AND THE ADDISON CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has researched the current housing stock and discussed and deliberated a wide range of housing alternatives for the Town of Addison, Texas; and

**WHEREAS**, the City Council desires to make a policy statement to guide City Staff and potential developers as new housing developments are proposed and brought forward for City Council consideration.

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

Section 1. Addison Housing Policy. When new housing is proposed in Addison, the Addison City Council encourages it to be developed according to the following principles:

1. New housing should increase the proportion of fee-simple ownership in Addison's housing mix. Apartment-only rezoning is unlikely to be approved, as currently the ratio of rental to ownership properties is higher than desired.
2. A proposal should offer a 'best fit' mix of uses and housing choices within the context of the surrounding Addison community. The Town may use a study area committee (with staff, elected, and appointed members such as area residents and business representatives) to evaluate a proposal's fit in Addison.
3. New housing should create or enhance neighborhoods of urban character rather than locate on a stand-alone, nonintegrated property and should continue the high quality design and walkability that make Addison's existing neighborhoods distinctive,
4. Proposals for independent and/or assisted living may be considered by the Town of Addison. Since there are no assisted living housing units in Addison today, the Town will conduct research to understand how this housing could or should be included in Addison's future.

Section 2. Recitals. The above and forgoing recitals are true and correct and are incorporate herein and made part hereof for all purposes.

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

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 24<sup>th</sup> day of March, 2015.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

AI-1021

R7

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Council

**Council Goals:** Enhance sense of community for all stakeholders/Expand Volunteer Opportunities

---

**AGENDA CAPTION:**

Discuss, consider and take action regarding a resolution approving a governing policy for the Community Partners Bureau.

**BACKGROUND:**

The policy name in this item serves as a formal layout of how the Community Partners Bureau functions, including roles of officers, terms of service, and process work flow. The original version for this policy was approved at the March 14, 2012 regular Council Meeting. This version was reviewed and revised by committee Chair Troy Cooper, Council Members, Blake Clemens and Bruce Arfsten. This version will revise the length of the term to one calendar year.

**RECOMMENDATION:**

Administration recommends approval.

---

**Attachments**

Resolution

Community Partners Bureau- Policy Revision

---

**TOWN OF ADDISON, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING POLICIES REGARDING THE COMMUNITY PARTNERS BUREAU; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each year the Town of Addison, Texas (“City”) enters into agreements for services with various non-profit entities to provide a variety of public services to citizens of the City; and

**WHEREAS**, the City Council has previously established a committee of persons, known as the Community Partners Bureau, the members of which serve as the Town’s representative or liaison to those non-profit entities; and

**WHEREAS**, the City Council desires to approve certain policies regarding the Community Partners Bureau and its operation as set forth in Exhibit 1 attached to this Resolution.

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

Section 1. The policies regarding the Community Partners Bureau and its operation, a copy of which are attached to this Resolution as Exhibit 1, are hereby approved.

Section 2. This Resolution shall take effect upon its passage and approval.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Todd Meier, Mayor

ATTEST:

By: \_\_\_\_\_  
Chelsea Gonzalez, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda McDonald, City Attorney

**EXHIBIT 1**  
**TO RESOLUTION NO. \_\_\_\_\_**

*[attach Community Partners Bureau policies]*



## Community Partners Bureau

### Definition Statement:

The Addison Community Partners Bureau is a body of residents appointed to duly represent the Town of Addison with its Community Partners.

### Community Partners:

Non-Profit organizations which provide benefits to individuals and families in need or promote advancement of education and the arts within the community and which have an agreement with the Town regarding the provision of those services. These are specifically determined annually by Council.

### Town Staff:

A Town Staff liaison shall be appointed by the City Manager.

### Council Liaisons:

One or more members of the Council may be assigned to serve as liaisons to the Community Partners Bureau.

### Structure of Bureau:

The Bureau consists of individuals ("Bureau Members") appointed by Council Liaisons with input from the rest of the City Council. Bureau Members shall each serve as a representative of the Town to one of its Community Partners. The Council Liaisons may appoint an individual as Chair of the Community Partners Bureau. Bureau Members will serve a one calendar-year term beginning in October of each year. Each Bureau Member may serve up to three consecutive terms (not necessarily assigned to the same Community Partner). If a new Bureau Member is appointed, then that new Member should transition into the Member's new assignment effective October 1. To qualify for service on the Bureau, candidates must have demonstrated a commitment to community service, such as completion of the Addison Citizens' Academy, Leadership Metrocrest, or service in the Addison Advocates program.

### Bureau Chair:

One individual shall be designated by Council Liaisons to serve as a facilitator between the Bureau Members, Community Partners, and Town Staff / Council Liaisons. The Bureau Chair will distribute & collect the annual service evaluations of the Community Partners from the Bureau Members and report to Council on an as-needed basis throughout the year.

### Bureau Members:

Bureau Members will interact with a Community Partner, Town Staff and Council Liaisons. This interaction may include service on the Board of Directors, a committee, or a task force of a Community Partner; site visits to places served by a Community Partner; staff updates; or attendance at events. Bureau Members will be charged with receiving and digesting Community Partner communications, giving general written (e.g., e-mail) updates about their Community Partner engagement to the Bureau Chair, and submitting a completed Community Partner service evaluation developed in accordance with the Town's grant application and requirements. Official Town updates to Community Partners may be prepared by the assigned Town Staff member.

**AI-1014**

**ES1**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Economic Development

**Council Goals:** N/A

Raise property values

Attract new businesses to Addison

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**AGENDA CAPTION:**

Closed (Executive) session of the Addison City Council pursuant to Section 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

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**AI-1020**

**ES2**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** City Manager

**Council Goals:** N/A

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**AGENDA CAPTION:**

Closed (Executive) Session of the Addison City Council in accordance with Texas Government Code, Section 551.074 (Personnel)- City Manager.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

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**AI-1015**

**R8**

**Work Session and Regular Meeting**

**Meeting Date:** 03/24/2015

**Department:** Economic Development

**Council Goals:** N/A

Raise property values

Attract new businesses to Addison

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**AGENDA CAPTION:**

Discuss, consider, and take action regarding a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or regarding the offer of a financial or other incentive to such business prospect or business prospects.

**BACKGROUND:**

N/A

**RECOMMENDATION:**

Administration will be prepared for a recommendation to discuss with Council.

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