



**REGULAR MEETING & WORK SESSION
OF THE CITY COUNCIL**

June 22, 2021

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
6:00 PM EXECUTIVE SESSION, WORK SESSION &
REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct its REGULARLY SCHEDULED MEETING on Tuesday, June 22, 2021 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public will be available using CDC recommended social distancing measures. The Town will utilize telephone or videoconference public meetings to facilitate public participation to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may also be submitted to: iparker@addisontx.gov by 3:00 pm the day of the meeting. Members of the public are entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. For more detailed instructions on how to participate in this meeting visit our Agenda Page. The meeting will be live streamed on Addison's website at: www.addisontexas.net.

Call Meeting to Order

Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

Section 551.072, Tex. Gov. Code, to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person, pertaining to:

- DART Interlocal Agreement – Ground Lease

Reconvene in to Regular Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

WORK SESSION

1. Present and Discuss Non-Profit Grant Funding Presentations for Fiscal Year 2022.
2. Present and Discuss the Proposed Issuance of 2021 General Obligation Bonds and 2021 Taxable Refunding Bonds.
3. Present and Discuss Reauthorization of the Council Finance Committee and Potential Appointments.

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

- Proclamation Recognizing Metrocrest Chamber of Commerce President Erin Carter

Discussion of Meetings / Events

Public Comment

The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a City Council Appearance Card and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.

Consent Agenda

All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.

4. Consider Action on the **Minutes from the May 25, 2021 Council Work Session and Regular Meeting.**
5. Consider Action on the **Minutes from the June 8, 2021 Council Work Session and Regular Meeting.**
6. Consider Action on a **Resolution Appointing John Crawford to Place 1 of the Board of Directors of the North Dallas County Water Supply Corporation and Affirming the Appointments of Steven Glickman and Shannon Hicks.**
7. Consider Action on a **Resolution Appointing Paul Voelker, Mayor of the City of Richardson, as Primary Representative and Guillermo Quintanilla, Mayor Pro-Tempore of the Town of Addison, as the Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**
8. Consider Action on a **Resolution Appointing Council Liaisons for 2021-2022.**

Regular Items

9. Present, Discuss, and Consider Action on a **Resolution Approving a Concessionaire Agreement Between the Town of Addison and MD Circle Cafe, LLC for Food and Beverage and/or Recreation Rental Services at Addison Circle Park Pavilion, and Authorizing the City Manager to Execute the Agreement.**

10. Present, Discuss, and Consider Action on an **Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for the Addison Airport Customs and Border Protection Facility, Located at 4545 Jimmy Doolittle Drive, in Order to Exceed the Total Effective Area and the Maximum Allowable Logo Height for Attached Signs.** Case MR2021-006.

11. Present, Discuss, and Consider Action on a **Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART), for the Lease of Property Owned by DART at the Addison Transit Center for Inclusion in a Transit-Oriented Development to be Managed by the Town; Authorizing the City Manager to Execute the Agreement and Other Documents Including the Lease.**

12. Present, Discuss, and Consider Action on **Providing Additional Funding for Metrocrest Services in Response to the COVID-19 Pandemic.**

Adjourn Meeting

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.

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

POSTED BY: _____
Irma G. Parker, City Secretary

DATE POSTED: _____

TIME POSTED: _____

DATE REMOVED FROM BULLETIN BOARD: _____

REMOVED BY: _____

Council Meeting

1.

Meeting Date: 06/22/2021

Department: Finance

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present and Discuss Non-Profit Grant Funding Presentations for Fiscal Year 2022.

BACKGROUND:

At the request of Council, Non-Profit Organizations (NPOs) that submitted an application for grant funding from the Town of Addison for Fiscal Year 2022 were invited to make a presentation to the Council describing their organization's mission and what they do to serve the Addison community.

Below is the list of NPOs that submitted applications. This list will also serve as the planned order for presentations. Each NPO has been allocated a maximum of five minutes to present.

- Addison Arbor Foundation
- Addison Eagles Civil Air Patrol Squadron
- Cavanaugh Flight Museum
- Dallas Cat Lady
- Metrocare Services
- Metrocrest Services
- Outcry Theatre
- The Family Place
- WaterTower Theatre
- Woven Health Clinic

The Council will make funding decisions during the Fiscal Year 2022 Budget process.

RECOMMENDATION:

Information only, no action required.

Council Meeting

2.

Meeting Date: 06/22/2021

Department: Finance

Pillars: Excellence in Asset Management
Excellence in Transportation Systems
Gold Standard for Financial Health

Milestones: Continue development and implementation of Long Term Financial Plan

AGENDA CAPTION:

Present and Discuss **the Proposed Issuance of 2021 General Obligation Bonds and 2021 Taxable Refunding Bonds.**

BACKGROUND:

Since 2012, Addison voters have approved several bond programs to fund various projects throughout Town. Once voter approval is secured, the City Council is authorized to issue bonds to pay for projects.

The proposed 2021 General Obligation Bond issuance totals \$16,095,000 and consists of the following:

- \$8,000,000, from the authorized \$16,000,000 (\$3,000,000 issued to date), from Proposition 1 of the 2012 Bond Election for reconstruction of Midway Road. Council awarded a construction contract to Tiseo Construction on December 8th, 2020. The project is currently under construction with an anticipated completion date in Fiscal Year 2024.
- \$3,145,000, from the authorized \$6,723,000 (\$365,000 issued to date), from Proposition C of the 2019 Bond Election for parks and recreation improvements and facilities. Council approved a contract for design of locker room, pool, and gymnasium and track improvements to the Addison Athletic Club on June 9th, 2020. Design is nearing completion with construction anticipated to begin in September 2021 with an estimated construction timeline of 12-24 months.
- \$4,950,000, from the authorized \$7,395,000 (\$140,000 issued to date), from Proposition D of the 2019 Bond Election for improvements to existing municipal buildings. Council approved a contract for design of roof and HVAC improvements to the Addison Athletic Club on June 9th, 2020. Design is nearing completion with construction anticipated to begin in September 2021 with an estimated construction timeline of 12-24 months. Additionally, Council approved a professional services contract for engineering and project management of phase one facility projects on April

13, 2021. The phase one projects include roofing, HVAC, and ADA improvements on all Town facilities except the Addison Athletic Club (i.e., Town Hall, Service Center, Finance Building, etc.). It is anticipated that all phase one projects will be completed by the end of Fiscal Year 2022.

Additionally, the Town has the opportunity to refund (i.e. refinance) the 2013 General Obligation Bonds and 2013A General Obligation Bonds which is estimated to create \$296,770, or 7.43%, in Net Present Value savings over the remaining life of the debt.

RECOMMENDATION:

Information only, no action required.

Attachments

Presentation - 2021 General Obligation Bonds and Refunding

Capital Improvement Funding Plan and 2021 Debt Issuance and Refunding

June 22, 2021

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

Proposed 2021 General Obligation Bonds

- Proposition 1 (Approved By Voters in 2012) - \$8,000,000 for the reconstruction of Midway Road
 - Council approved a contract for construction on December 8th, 2020 and construction is currently in process.
- Proposition C (Approved By Voters in 2019) - \$3,145,000 for improvements to the Addison Athletic Club, Trail rehabilitation and expansion, and Les Lacs Pond improvements.
 - Council awarded a design contract for Addison Athletic Club improvements on June 9th, 2020.
- Proposition D (Approved By Voters in 2019) - \$4,950,000 for ADA improvements, roof replacements, police gun range air filtration improvements, and HVAC replacements.
 - Addison Athletic Club roof and HVAC design is in process.
 - A professional services contract with McKinstry Essention, LLC was approved on April 13, 2021 for the other facilities projects.
- Total - \$16,095,000

2021 GO Bonds Tax Rate Impact

Tax Rate Impact	Total	2021 GO's Per Bond Election	2021 GO's Projected	Savings (Deficit)
Proposition A	\$ 0.0353	\$ -	\$ -	\$ -
Proposition B	\$ 0.0450	\$ -	\$ -	\$ -
Proposition C	\$ 0.0100	\$ 0.0047	\$ 0.0041	\$ 0.0006
Proposition D	\$ 0.0113	\$ 0.0076	\$ 0.0065	\$ 0.0011
Proposition E	\$ 0.0015	\$ -	\$ -	\$ -
Totals	\$ 0.1031	\$ 0.0122	\$ 0.0106	\$ 0.0016
	Savings compared to 2019 bond election projections =			13.41%

Tax Rate Impact from Bond Committee in 2019

Estimated I&S Tax Rate Impact⁽¹⁾⁽²⁾⁽³⁾

FYE	2019 Bond Propositions									Total Projected
	Existing	"Committed"	Prop A	Prop B	Prop C	Prop D	Prop E	Total All Props		
2019	\$ 0.1428	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.1428
2020	0.1240	0.0258	-	-	-	-	-	-	-	0.1497
2021	0.1200	0.0435	0.0026	-	0.0007	0.0028	0.0016	0.0077		0.1712
2022	0.1146	0.0602	0.0212	-	0.0055	0.0093	0.0015	0.0375		0.2122

Assumptions:

(1) Future Taxable Assessed Values assume 3.5% growth through 2038 as supplied by Town officials.

(2) Tax Collection Percentage: 96.5%

(3) Interest Rate Assumptions:

2019 Sales assume 3.00% (current rates plus 0.25%)

2020 Sales assume current rates plus 1.00% = 4.75%

2021 Sales and beyond assume current rates plus 1.25% = 5.00%

Tax Rate Impact Current Estimate

FYE	TAV ⁽¹⁾	<i>Existing Debt Detail</i>				Projected Tax Rate For Existing Debt Service ⁽²⁾	Potential Taxable 2021 Refunding 8/10/2021 - 2.38% ⁽³⁾ (Estimated Savings)	Potential Tax-Exempt 2021 GO Bonds Funds: \$16.095 mm 8/10/2021 - 1.92% ⁽⁴⁾ (Estimated Debt Service)		Projected Tax Rate For Tax Supported Debt Service ⁽²⁾
		Outstanding Debt Service	Total Existing Self-Supporting Debt Service Requirements	Net Existing Debt Service						
2021	\$ 4,925,943,024	\$ 10,420,085	\$ (2,776,433)	\$ 7,643,652	\$ 0.1676	\$ -	\$ -	\$ -	\$ 0.1676	
2022	4,778,164,733	10,364,068	(2,788,733)	7,575,336	0.1643	(30,865)	967,522		0.1846	

Assumptions:

(1) FYE 2021 is the Town's final TAV as provided by Dallas Central Appraisal District. Future values assume -3.0% growth for FY 2022 and 3.5% growth from FY's 2023 through 2038 as supplied by Town officials.

(2) Collection Percentage: 96.5% Tax Rate for FYE 2021 is actual. All other years are projections.

(3) Based on taxable (AAA/Aaa) rates as of March 30, 2021 plus 15 bps. Estimated NPV Savings is about \$296,770 or 7.43%. Estimated delivery 08/10/2021.

(4) Based on tax-exempt (AAA/Aaa) rates as of March 30, 2021 plus 15 bps. Estimated delivery 08/10/2021.

2021 Refunding Opportunities

- Hilltop Securities, our Financial Advisor, has performed an analysis of our debt portfolio to determine if any refunding opportunities are available.
- Based on that analysis, the 2013 GO Bonds (Tax-Exempt) and 2013A GO Bonds (Alternative Minimum Tax) are candidates to be refunded.
- These 2013 Bonds are not callable until 2023.
- Due to the Tax Cuts and Jobs Act of 2017, refunding tax-exempt debt that is not currently callable must be done so on a taxable basis.
- In addition, this fall in a separate issuance the Town would be able to refund the 2012 CO Bonds (tax exempt) on a tax-exempt basis as those bonds may be called at that point.

2021 Refunding Analysis

- Tax Rate Savings = .07 of one Penny on the tax rate
- All in True Interest Cost = 2.38%
- Net Present Value Savings as a % of Refunding = 7.43%
- Total Savings = \$344,801
- Net Present Value Savings = \$296,770

Date	Prior Debt Service	Refunded Debt Service	Savings
9/30/2022	494,217	463,352	30,865
9/30/2023	499,983	472,741	27,242
9/30/2024	494,964	463,906	31,058
9/30/2025	494,283	465,258	29,025
9/30/2026	497,764	470,157	27,607
9/30/2027	495,408	468,894	26,514
9/30/2028	497,214	466,373	30,841
9/30/2029	499,069	472,850	26,219
9/30/2030	496,053	468,508	27,545
9/30/2031	497,044	468,457	28,587
9/30/2032	492,029	462,635	29,394
9/30/2033	495,907	466,003	29,904
Total	5,953,931	5,609,130	344,801

Timeline

- June 22nd – Present plan to the Council
- Week of July 5th – Ratings calls
- July 21st – Receive ratings
- August 10th – Hold competitive sale for the bonds
- August 10th – Present ordinance authorizing the sale to Council
- September 14th – Receive proceeds from bond sale



Council Meeting

3.

Meeting Date: 06/22/2021

Department: City Manager

Pillars: Gold Standard for Financial Health

AGENDA CAPTION:

Present and Discuss Reauthorization of the Council Finance Committee and Potential Appointments.

BACKGROUND:

The Finance Committee (Committee) was created by Resolution on March 10, 2015. The stated purpose of the Committee is to assist the City Council in fulfilling its responsibilities pertaining to the Town's finances in accordance with the City Charter, Code of Ordinances, and applicable laws and regulations.

Committee By-Laws require Council to annually review whether the Committee will be continued. If Council continues the Committee, 3 Council members shall be appointed to the Committee. This agenda item is to facilitate Council's discussion on whether to continue the Committee. If Council intends to continue the Committee, appointments to the Committee will then be discussed.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Finance Committee History and By-Laws

Addison Finance Committee History

The Finance Committee was officially created by Council action on March 10, 2015. There is a 7-minute video available on the Town's website showing the Council's discussion concerning the creation of the Finance Committee. You can access the video with this link:

<https://addisontx.new.swagit.com/videos/03102015-1056#26>

On August 9, 2016, the Council heard an agenda item titled the "Purpose and Function of the Finance Committee." and discussed the Finance Committee's proposed by-laws. After discussion and amendment, the by-laws were adopted. The Resolution adopting the current by-laws is included in this document beginning on page 2. This Resolution details the purpose, scope, and administrative process of the Finance Committee.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. R17-34

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AMENDMENTS TO THE TOWN OF ADDISON FINANCE COMMITTEE BYLAWS DELETING THE PROVISION THAT THE MAYOR APPOINTS THE COUNCILMEMBERS TO SERVE ON THE FINANCE COMMITTEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison Finance Committee (the "Finance Committee") was created by the City Council in 2015, and

WHEREAS, the City Council desires to amend the Bylaws adopted for the Finance Committee.

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

Section 1. The Composition section of the Bylaws for the Finance Committee shall be amended to read in its entirety as follows:

COMPOSITION

The Finance Committee will consist of three members of the City Council. Committee members will be appointed during the Council liaison appointment process held during the first regular meeting of the City Council in June of each year or as soon thereafter as practicable. Committee membership will be for a period of one year, subject to the member's removal, resignation, or termination of the member's position as a member of the City Council. Members currently serving on the Finance Committee at the time these guidelines are approved by the City Council shall, subject to their removal, resignation, or termination of the member's position as a member of the City Council, continue to serve as members of the Committee until, and may be reappointed to the Committee at, the first regular meeting in June or as soon thereafter as practicable.

It is the intent of these guidelines that each Committee member be financially literate, with members, if available on the Council, having a demonstrated financial background such as in banking, accounting, and/or finance.

The City Council will make a determination each year as to whether or not the Committee should be continued, which determination shall be made at the first regular meeting of the City Council in June of each year or as soon thereafter as practicable and prior to the Council's annual appointment of Committee members.

The Committee may be terminated or discontinued by the City Council at any time and for any reason or for no reason, at which time the membership of each then-current member shall terminate.

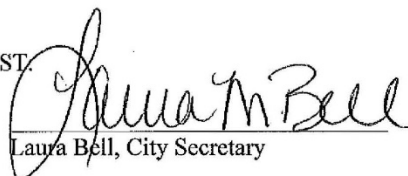
Section 2. The Bylaws for the Finance Committee as amended by this Resolution are attached hereto as **Exhibit A**, and are hereby adopted.

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

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 13th day of June 27, 2017.


Joe Chow, Mayor

ATTEST

By: 
Laura Bell, City Secretary

APPROVED AS TO FORM:

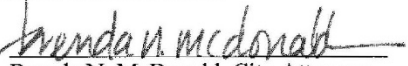
By: 
Brenda N. McDonald, City Attorney





Exhibit A
Finance Committee Bylaws

PURPOSE

To assist the **City Council** in fulfilling its responsibilities pertaining to the Town's finances in accordance with the City Charter, Code of Ordinances, and applicable laws and regulations. The City Council will, at least one time each year, review whether or not the Finance Committee should be continued, with such review to occur at the first meeting in June or as soon thereafter as practicable.

RESPONSIBILITIES

The **Finance** Committee shall serve solely in an advisory capacity to the City Council. Among other matters that may be requested from time to time by the Council, the Finance Committee may review and make recommendations to the City Council regarding the following matters:

- quarterly financial reports prepared by the Town's chief financial officer that have been or are to be provided to the City Council;
- the Town's comprehensive financial annual report, the annual audit of the Town's finances, and the Town auditor's management letter or report on internal control, prior to their presentation and submission to the City Council;
- the long term debt capacity of the Town;
- engagement or re-engagement of one or more independent accounting firms to audit the financial statements for the then-current fiscal year or to provide other audit-related services; and
To
- the adequacy and implementation of any internal audit function.

Review and recommendations regarding the foregoing shall be informed by the financial policies, rules, and regulations of the Town, and by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework as applicable. The Committee shall provide quarterly reports to the City Council of the activities of the Committee.

It is anticipated that a process will be established to allow reporting by Town employees and third-party contractors of suspected financial fraud within the Town, and that such reporting will be made to the City Attorney. The City Attorney will provide a monthly summary to the chair of the Finance Committee of any reports received.

COMPOSITION

The **Finance** Committee will consist of three members of the City Council. Committee members will be appointed during the Council liaison appointment process held during the first regular meeting of the City Council in June of each year or as soon thereafter as practicable. Committee membership will be for a period of one year, subject to the member's removal, resignation, or termination of the member's position as a member of the City Council. Members currently serving on the Finance Committee at the time these guidelines are approved by the City Council shall, subject to their removal, resignation, or termination of the member's position as a member of the City Council, continue to serve as members of the Committee until, and may be reappointed to the Committee at, the first regular meeting in June or as soon thereafter as practicable.



Finance Committee Bylaws

It is the intent of these guidelines that each Committee member be financially literate, with members, if available on the Council, having a demonstrated financial background such as in banking, accounting, and/or finance.

The City Council will make a determination each year as to whether or not the Committee should be continued, which determination shall be made at the first regular meeting of the City Council in June of each year or as soon thereafter as practicable and prior to the Council's annual appointment of Committee members.

The Committee may be terminated or discontinued by the City Council at any time and for any reason or for no reason, at which time the membership of each then-current member shall terminate.

MEETINGS

The **Finance** Committee will meet at least quarterly (each quarterly meeting being a regular meeting), and may convene additional meetings as it deems appropriate. Such meetings will be on dates and at times as approved by all of the member of the Committee. All Committee members are expected to attend each meeting, in person or via tele- or video-conference, but it is understood that a member may miss a meeting for illness or emergency (as reasonably determined by the Committee member), and may otherwise be excused from a meeting **by the Committee**. The City Manager or designee shall be present at all meetings. The Committee may invite members of management, auditors or others to attend meetings and provide pertinent information, as necessary. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials.

A quorum of the Committee shall consist of a majority of the entire membership of the Committee. The affirmative vote of a majority of the members of the Committee present at a Committee meeting shall be necessary to make a recommendation to the City Council.

Council Meeting

4.

Meeting Date: 06/22/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the May 25, 2021 Council Work Session and Regular Meeting.

BACKGROUND:

The minutes for the May 25, 2021 Council Work Session and Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - May 25, 2021

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

May 25, 2021

**Executive Session, Work Session & Regular Meeting
6:00 p.m.**

**Addison TreeHouse
14681 Midway Rd., Addison, TX 75001**

The Addison City Council conducted its Regular Council Meeting on Tuesday, May 25, 2021 at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

Present: Mayor Joe Chow; Mayor Pro Tempore Guillermo Quintanilla; Deputy Mayor Pro Tempore Paul Walden; Council Member Tom Braun; Council Member Lori Ward; Council Member Kathryn Wheeler; Council Member Marlin Willesen

Call Meeting to Order: Mayor Chow called the meeting to order.

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to: Section 551. 074, Tex. Gov. Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- City Attorney

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 6:02 p.m.

Reconvene into Regular Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Mayor Chow reconvened the City Council into Open Session at 7:03 p.m. No action was taken as a result of the Executive Session.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment: *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Parker advised that no citizens had requested to address the City Council via telephonic means.

Consent Agenda: *All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be pulled from the Consent Agenda and discussed separately.*

1. **Consider Action on the Minutes from the April 27, 2021 Council Work Session and Regular Meeting.**
2. **Consider Action on the Minutes from the May 11, 2021 Regular Council Meeting.**
3. **Consider Action on a Resolution Authorizing Acceptance of Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) Airport Coronavirus Response Grant Program (AGRCP) Grant from the Texas Department of Transportation in the Estimated Amount of \$57,000 and Authorize the City Manager to Execute the Documents Necessary to Accept the Grant.**
4. **Consider Action on a Resolution Approving a Sale and Assignment of Ground Leasehold Between Concourse Plaza II, LTD. and 16051 Addison, LLC for Commercial Office, and Aeronautical use on Property Located at 16051 Addison Road Together with Consent to Leasehold Mortgage; and Authorizing the City Manager to Execute the Consent of Landlord as Required by the Ground Lease.**

5. **Consider Action on the Second Quarter Update from the Finance Committee to the City Council for the Period from January 2021 to March 2021.**
6. **Consider Action on a Resolution Approving a Contract Between the Town of Addison and Rey-Mar Construction for the Kellway Lift Station Bypass Project and Authorizing the City Manager to Execute a Contract in an Amount Not to Exceed \$777,100.**

Mayor Chow asked if there were any requests to remove an item from the Consent Agenda for separate discussion. There were none.

MOTION: Council Member Ward moved to approve Consent Agenda Items 1, 2, 3, 4, 5, and 6 as submitted. Council Member Braun seconded the motion. Motion carried unanimously.

Resolution No. R21-027: Accept Airport Coronavirus Response Grant Program (ACRGP)

Resolution No. R21-028: Consent to Proposed Sale and Assignment of 16051 Addison Road at Addison Airport

Resolution No. R21-029: Contract with Rey-Mar Construction for the Kellway Lift Station Bypass Project

Regular Items

7. **Present, Discuss, and Consider Action on a Resolution Approving and Adopting the City-Wide Trails Master Plan and Providing an Effective Date.**

Janna Tidwell, Director of Parks and Recreation, presented this item. She reviewed that a City-Wide Trails Master Plan was recommended by the previously approved Parks, Recreation & Open Space Plan. In February 2020 Council approved a contract with Moore Iacofano Goltsman, Inc. (MIG) to develop a City-Wide Trails Master Plan. On April 14, 2020 Council appointed the Trails Master Plan Advisory Committee members who were instrumental in the planning process. A draft plan was presented to the Council on February 23, 2021.

Ms. Tidwell reviewed various opportunities provided to the community to provide input on the draft plan. Following input from the Council, the Advisory Committee and residents, refinements were made to the draft and Ms. Tidwell provided an overview of those proposed changes. Ms. Tidwell added that this is a 20-year plan consisting of three phases. Signage will be present at crossings and other areas for safety, and Ms. Tidwell added she will be working with the Public Works Department on the signage.

Council Member Willesen inquired how residents will be kept apprised of progress in relation to their neighborhoods. Ms. Tidwell advised that she will be working with the Communications Department to keep residents updated by utilizing the Town's Construction page on the website, through email, and through Homeowner Association meetings. In response to Deputy Mayor Pro Tempore Walden's inquiry, Ms. Tidwell advised that pathway striping will be differentiated for bikes and pedestrians.

Mayor Chow as well as other Council Members expressed their appreciation to Ms. Tidwell, City Manager Pierson, and the Advisory Committee for all the effort that went into preparation of the document. Former Council Member Ivan Hughes was also recognized for his vision for the Plan.

MOTION: Deputy Mayor Pro-Tempore Walden moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Resolution No. R21-030: Adoption of City-Wide Trails Master Plan

8. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 5290 Belt Line Road, Suite 112B, Which Property is Currently Zoned PD, Planned Development, Through Ordinance O19-22, by Approving a Special Use Permit for a New Restaurant. Case 1826-SUP/Jeni's Splendid Ice Creams.

Ken Schmidt, Director of Development Services, presented this item. He advised this proposed restaurant is situated within the Prestonwood Place shopping center, which is located at the southeast corner of Belt Line Road and Montfort Drive. This center was recently rezoned to Planned Development to allow for renovation of the existing buildings to attract a broader mix of tenants. A new tenant, Jeni's Splendid Ice Creams, is interested in a lease space in Building C.

Mr. Schmidt advised this building has recently undergone exterior renovation to update and modernize the façades. Jeni's Splendid Ice Creams is proposing a small ice cream shop with a patio, which triggers the requirement for a new Special Use Permit (SUP). The new restaurant space would total 2,467 square feet, inclusive of a 572 square-foot covered outdoor patio area. The restaurant will seat 55 people.

Mr. Schmidt advised that the parking, open space, and landscaping meets zoning requirements. He advised that notices were sent to adjacent property owners with no responses received. The Planning and Zoning Commission met on April 20, 2021 and voted to recommend approval of the SUP.

Mr. Schmidt noted that the ordinance provided contains some incorrect language in reference to alcohol sales and advised that alcohol will not be sold at this location. A corrected ordinance was provided at the dais for Council reference and information.

Sara Moore representing Jeni's Splendid Ice Creams was present via video conference and offered some background on the company and its product. She advised that construction should begin next week, and the shop should open in approximately two and one-half months.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

MOTION: Council Member Willesen moved to approve. Mayor Pro-Tempore Quintanilla seconded the motion. Motion carried unanimously.

Ordinance No. O21-19: Case 1826-SUP, Jeni’s Splendid Ice Creams, 5290 Belt Line Road, Suite 112B

9. **Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Addressed as 4141 Spring Valley Road and 14101 Midway Road, Currently Zoned Residential-1 (R-1) and Planned Development (PD), Through Ordinance 084-092, with a Special Use Permit for a Private School, by Approving a Special Use Permit for Seven Portable School Buildings. Case 1827-SUP/Greenhill School Temporary Classrooms.**

Ken Schmidt, Director of Development Services presented this item. He advised that the anticipated campus upgrade at Greenhill School is the reconstruction of an existing science building. In order to complete this project, the school will need to temporarily place seven portable buildings; six to serve as temporary classrooms and one to house the restrooms for these classrooms. This triggers the requirement for a new Special Use Permit (SUP) to ensure that the quantity, location, appearance, and duration of use of the proposed temporary classrooms is compatible with surrounding site conditions.

Mr. Schmidt provided a site map reflecting the location of the science building, and a floor plan for the proposed restroom and the temporary classrooms. It was clarified that each of the six (6) buildings is 1,536 square feet and will contain two (2) classrooms. Mike Wallace representing Greenhill School advised that there will be eighteen (18) students in each classroom.

Mr. Schmidt advised that it is expected that the science building will be completed by August 2023. He advised that the Town’s SUP ordinance requires that if temporary buildings are needed longer than eighteen (18) months, the matter must be reconsidered by the City Council. He advised that the Planning and Zoning Commission met on April 20, 2021 and voted to recommend approval of the SUP with the condition that unless the permit is extended by the Council, the buildings must be removed by January 1, 2024, or within thirty (30) days of issuance of a Certificate of Occupancy for the new science building. Council Member Braun commented that these temporary buildings are not intended to increase student population.

Mr. Schmidt advised that public notices were sent to adjacent property owners and one response in favor was received. Council Member Braun and Council Member Willeesen recused themselves from voting on this item due to having received the public notices at their residences. A copy of the Conflict-of-Interest Statements from Council Members Braun and Willeesen are attached hereto and made a permanent record to these minutes.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

MOTION: Council Member Ward moved to approve. Council Member Wheeler seconded the motion. Motion carried.

Ordinance No. O21-20: Case 1827-SUP, Greenhill School for Temporary Classrooms Buildings.

10. **Present and Discuss the Finance Department Quarterly Financial Report of the Town**

of Addison for the Fiscal Year 2021 Second Quarter Ended March 31, 2021.

Steven Glickman, Chief Financial Officer, presented this item. He advised the Town of Addison's financial policies require the publication of a financial report sixty (60) days after the end of each fiscal quarter. This report covers the financial performance through the second quarter for Fiscal Year 2021 (January 1, 2021 - March 31, 2021). He provided a high-level look at some of the key financial indicators along with more detailed exhibits that demonstrated the current financial position for the various funds. The presentation included information for the following funds: General, Hotel, Economic Development, Airport, Utility, and Stormwater funds. Mr. Glickman reviewed the following highlights for the second quarter including:

- General Fund revenue totaled \$29.7 million, which is 76.5 percent of the fiscal year budget.
- General Fund expenditures totaled \$17.3 million, which is 43.8 percent of the fiscal year budget.
- Sales tax collections totaled \$6.9 million, which is 55.7 percent of the fiscal year budget.
- Hotel Fund revenue of \$797 thousand and expenditures of \$1.4 million, which is \$1.1 million less (revenue) than this time a year ago.
- Performing Arts expenditures are at 88.8 percent due to the full payment of the Water Tower Theatre grant.
- Special Events revenues totaled 4.0 percent, and expenses totaled 1.7 percent of the fiscal year budget due to the timing of events.
- Airport Fund operating revenue totaled \$2.8 million or 53.4 percent, and operating expenditures totaled \$2.2 million or 42.7 percent of the fiscal year budget.
- Utility Fund operating revenue totaled \$5.2 million or 37.1 percent, and expenditures totaled \$6.5 million or 45.8 percent of the fiscal year budget. This is in line with historical averages (seasonally low water usage).
- Stormwater Fund revenue and expenditures are in line with historical averages.

Additionally, Mr. Glickman reviewed Personnel information, Economic Indicators, and the Economic Development Fund.

The Quarterly Investment Report for the second quarter of Fiscal Year 2021 was provided for informational purposes. There was a brief discussion regarding preliminary ad valorem tax reports.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

5.

Meeting Date: 06/22/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the June 8, 2021 Council Work Session and Regular Meeting.

BACKGROUND:

The minutes for the June 8, 2021 Council Executive Session, Work Session and Regular Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - June 8, 2021

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

June 8, 2021

**Executive Session, Work Session & Regular Meeting
5:00 p.m.**

**Addison TreeHouse
14681 Midway Rd., Suite 200, Addison, TX 75001**

The Addison City Council conducted its Regular Council Meeting on Tuesday, June 8, 2021, at the Addison TreeHouse with a quorum of the City Council physically present. Limited seating for members of the public was available using CDC recommended social distancing measures. The Town utilized telephone and videoconferencing to facilitate participation in the meeting. Interested parties were able to make public comments and address the Council via emailed comments submitted to the City Secretary at iparker@addisontx.gov by 3:00 pm on the meeting day. Members of the public were also entitled to participate remotely via Toll-Free Dial-in Number: 877.853.5247; Meeting ID: 409.327.0683 Participant ID: #. Detailed instructions on how to participate in this meeting were available on the Town's website on the Agenda Page. The meeting was live streamed on Addison's website at www.addisontexas.net

Present: Mayor Joe Chow; Mayor Pro Tempore Guillermo Quintanilla; Deputy Mayor Pro Tempore Paul Walden; Council Member Tom Braun; Council Member Kathryn Wheeler; Council Member Marlin Willesen.

Call Meeting to Order: Mayor Chow called the meeting to order.

Pledge of Allegiance: Mayor Chow led the Pledge of Allegiance.

EXECUTIVE SESSION

Closed (Executive) Session of the Addison City Council pursuant to:

Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, pertaining to:

- City Attorney

Section 551.071, Tex. Gov. Code, Consultation with an attorney to seek legal advice regarding pending or contemplated litigation or settlement offer regarding:

- Town of Addison, Texas v. CP Greenhill, LLC, and BBVA USA, f/k/a Compass Bank, Cause No. CC-20-01139-B, County Court at Law No. 2, Dallas County, Texas. (Greenhill Towers)

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 5:04 p.m.

Reconvene into Regular Session: In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Mayor Chow reconvened the City Council into Open Session at 8:22 pm and called for any action as a result of the Executive Session.

MOTION: Deputy Mayor Pro-Tempore Walden moved to direct the City Manager to begin negotiations with the law firm which was qualified by the city council in Executive Session and to report the status of negotiations to Council as needed. Council Member Ward seconded the motion. Motion carried unanimously.

No other action taken regarding Town of Addison, Texas v. CP Greenhill, LLC, and BBVA USA, f/k/a Compass Bank.

WORK SESSION

1. Present and Discuss the Future Operation of the Addison Conference Centre.

Jasmine Lee, Director of Special Events, presented this item. She reviewed that the Addison Conference Centre was temporarily closed in March 2020 due to the Covid-19 pandemic. The closure was extended through Fiscal Year 2021 due to the negative impact the pandemic has had on the Hotel Fund revenue which supports the Conference Centre. Ms. Lee provided an overview of the Conference Centre facility and its usage. Prior to closing in March 2020, the facility operated seven days a week and had eight full-time staff.

Ms. Lee provided financial details for the Conference Centre from 2014 to 2020. She advised that there is an average annual net loss of \$441,620 per year. Ms. Lee noted that currently the facility is occasionally used by the Town of Addison for training or meetings, and Dallas County has held elections there. Upkeep of the building for Fiscal Year 2021 is budgeted at \$200,977.

Ms. Lee reviewed several factors for Council to consider regarding the future of the Conference Centre. Those included: (1) Financial sustainability of the facility; (2) Financial impact on the

Hotel Fund; (3) Coordination versus competition with local hotels; (4) Community impact on restaurants, businesses, residents; and (5) Alternate use options.

Four (4) options were presented, along with the anticipated financial implications for Council to consider for the future use and operation of the Conference Centre:

- Option 1: Resume Full-Service Operations
- Option 2: Resume Limited-Service Operations
- Option 3: Extend Temporary Closure
- Option 4: Repurpose Facility

City Manager Wes Pierson recommended Option 3, which would extend the temporary closure of the Conference Centre. He reminded the Council that per the Town's Financial Policy, an amount equal to 25 percent of the operating budget, must remain as a fund balance. He advised that since the Town is continuing to have decreased Hotel Occupancy Tax revenues the priority should be to utilize Hotel Fund revenues to promote special events. Since there is sufficient private meeting space available at local hotels and restaurants, it would be beneficial for those businesses if the Town is not competing for rentals.

Council Member Walden inquired about selecting Option 3 and simultaneously seek alternatives as in Option 4. Mr. Pierson responded that while it is an option, it should not be pursued until Council is clear that the Town does not want to be in the conference center business. Mayor Chow advised that his recommendation is to select Option 3 for another year then discuss the matter again. Council Member Wheeler expressed concern about the amount of money lost each year in operating the Conference Centre facility. Council Member Willesen expressed support for Option 2. The Council concluded its discussion expressing a consensus for Option 3.

2. Present and Discuss Proposed Updates to the Town of Addison Park and Recreation Ordinance.

Janna Tidwell, Director of Parks and Recreation, presented this item. Ms. Tidwell reviewed that Addison's Park ordinances do not address gatherings in public parks except for setting rental requirements for the Pavilion at Les Lacs Park and the Pavilion at the Addison Athletic Club outdoor pool. There is a provision for a special event permit for gatherings that exceed 1,500 people.

Ms. Tidwell advised that there are issues with group gatherings at urban and neighborhood parks, some of which are not designed to accommodate large groups. Those issues include: (1) group sizes have exceeded parking capacity; (2) groups have told residents the park is closed for their private use; (3) park grounds and amenities have been damaged; (4) demands on park staff have increased due to increased cleanup of trash and debris; (5) park staff are typically not on-site during evenings when events typically occur so clean up is not immediate.; (6) many group gatherings are not initiated by Addison Residents or Businesses; and (7) the current ordinance does not provide the Addison Police Department with a means to address issues related to gatherings in Addison parks.

Ms. Tidwell added that staff receives calls from residents, businesses and non-residents requesting to reserve a space for small gatherings, such as weddings and neighborhood parties. Many of the requests are for reserving park spaces other than the pavilion at Les Lacs Park.

Ms. Tidwell told the Council that a proposed solution would be to implement a Park Use Permit. The proposed permit would address the following criteria:

- Who can Apply for a Park Use Permit? Addison Residents and Businesses.
- What is the cost of the permit? Residents - \$150 Refundable Deposit; Businesses -\$150 Refundable Deposit plus \$75 first 3 hours and \$25/ Hour thereafter.
- What are the hours of use? 8:00 AM - 8:00 PM.
- What locations are appropriate for park use by groups? Urban Parks; Neighborhood Parks - Addison residents for neighborhood gatherings only.
- What size group requires a permit? Groups of 20-100 would require a Park Use Permit; A group size greater than 100 would require a Special Event Permit.
- What are the rules? Individual making the reservation is responsible for any damage and cleanup. Approval is required for the setup of portable items, music, alcohol, games, and food trucks.
- What is the recourse if the rules are broken? Park Use Permit Applicant will lose their deposit plus charges will incur for replacement or repair of any damage to the park or park facilities.

If a Park Use Permit was not secured for a group gathering, a citation can be issued and a fine up to \$500 may be levied by the Municipal Court.

Councilmembers spoke in favor of the Park Use Permit. A suggestion was made for the Town to provide signage with the issued permit to post at the permitted area. Ms. Tidwell advised staff will bring a proposed ordinance to Council for consideration at a future meeting.

* * * **ANNOUNCEMENTS AND ACKNOWLEDGEMENTS** * * *

Mayor Chow acknowledged Margaret Somereve, Executive Director of the Texas Coalition for Affordable Power (TCAP), who presented an appreciation plaque to acknowledge the Town for being a founding member of this organization. Electrical coalitions were authorized in 2001, to allow cities and other political subdivisions to purchase electricity for governmental use saving tax dollars.

* * * **RETURN TO POSTED AGENDA** * * *

3. Present and Discuss Council Liaison Opportunities and Appointments.

Irma Parker, City Secretary, introduced this agenda item. Council Member Ward stated that she would like to discuss whether there is a need or desire to consolidate some of the listed

appointments, due to the time commitment involved for each council member. She advised that the funded organizations come to the entire Council when seeking grants and perhaps individual liaison appointments are not necessary for funded organizations.

Council members discussed the individual organizations and the liaisons appointments. By consensus, the Council agreed to sunset the Outcry Theatre, Ad Hoc Committee with Farmers Branch, and Education liaisons. The Greater Dallas Regional Chamber and Texas Municipal League (TML), Dallas Area Regional Transportation (DART), Texas Municipal Retirement System (TMRS) are all organizations that each event it submitted to all Council Members and not required to specific all or any liaison. Regarding the Metrocrest Mayors Association, consensus was to eliminate from listing as only the Town’s Mayor is a member. Regarding the Finance Committee, City Manager Pierson advised that the Committee Bylaws will be reviewed before any recommendations can be made. A report on findings from the Finance Committee Bylaws will be provided at a future council meeting. Consensus of appointments is as follows:

ORGANIZATION - Funded	Mayor Chow	Mayor Pro-Tem Quintanilla	Deputy Mayor Pro-Tem Walden	Council Member Braun	Council Member Ward	Council Member Wheeler	Council Member Willesen
Addison Arbor Foundation			X				
Metrocrest Chamber of Commerce						X	
Water Tower Theatre				X			
World Affairs Council of Dallas/Fort Worth					X		
North Dallas Chamber		X					
North Texas Commission				X			
Regional Transportation Council/North Central Texas Council of Governments		X					

Formal action on liaison appointments is planned for the June 22, 2021, Council Meeting.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities

Discussion of Events/Meetings

Public Comment: *The City Council invites citizens to address the City Council on any matter, including items on the agenda, except public hearings that are included on the agenda. Comments related to public hearings will be heard when the specific hearing starts. Citizen comments are limited to **three (3) minutes**, unless otherwise required by law. To address the Council, please fill out a **City Council Appearance Card** and submit it to a staff member prior to the Public Comment item on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. The Council may choose to place the item on a future agenda.*

City Secretary Parker advised that no citizens had requested to address the City Council via telephonic means.

Regular Items

- 4. Hold a Public Hearing, Present, Discuss, and Consider Action on an Ordinance Changing the Zoning on Property Located at 5100 Belt Line Road, Suite 544, Currently Zoned Planned Development (PD), through Ordinances 012-002 and O20-08, by Approving a Special Use Permit for a Restaurant with the Sale of Alcoholic Beverages for On-Premises Consumption Only. Case 1828-SUP - District.**

Ken Schmidt, Director of Development Services, presented this item. He advised this request is for approval of a Special Use Permit (SUP) for a restaurant with the sale of alcoholic beverages for on-premises consumption. This SUP meets all requirements for parking, open space, and landscaping. The applicant intends to retain the existing façade design with the exception of painting and removal of the existing patio cover. The property location was reviewed as well as the zoning history. Mr. Schmidt added that the interior floor space is 3,108 square feet and the patio area is 716 square feet.

Mr. Schmidt advised that five (5) public notices were sent to nearby property owners with no responses were received. The Planning and Zoning Commission met in May and recommended approval with the condition that no terms or graphic depictions that relate to alcoholic beverages be on exterior signage. Mr. Schmidt added that previous adopted ordinances authorizing alcohol for this address will be repealed.

In response to a Council question, applicant and President of the District Restaurant Group, Jon D'Angelica, reported that food selections will include diverse cuisine to compliment wine and the restaurant should be open in September.

Mayor Chow opened and closed the public hearing with no one wishing to speak.

MOTION: Mayor Pro Tempore Walden moved to approve. Council Member Willesen seconded the motion. Motion carried unanimously.

Ordinance No. O21-21: Case 1828-SUP, 5100 Belt Line Road, Ste 544, District Restaurant Group

- 5. Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for Vitruvian West Phase II, Located at 3725 Vitruvian Way, in Order to Allow a 2,376.2 Square-Foot Mural on Portions of the East and South Facades.**

Ken Schmidt, Director of Development Services presented this item. He advised this is a request for a Meritorious Exception to the Town's sign ordinance to complete a mural spanning two (2) adjacent facades of the southeastern portion of a building located at the northeast corner of Marsh Lane and Vitruvian Way, visible from Vitruvian Way. The proposed mural is defined as an attached sign by the Town's sign ordinance. With this mural encompassing 2,376.2 square-foot in effective area (45 feet and 11 inches tall and 51 feet and 9 inches wide), this sign is well in excess

of the area requirements prescribed for attached signs. The applicant is pursuing a Meritorious Exception to the sign ordinance based on the below code provision:

Town of Addison Code of Ordinances, Chapter 62 (Signs)
Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Mr. Schmidt advised that the applicant's mural highlights key elements of our state heritage, the northern mockingbird, and bluebonnets. The design builds on the bluebonnet theme that began with the previously approved parking garage mural for Vitruvian West Phase I and honors the color palette of the Vitruvian West development.

The applicant provided two options, Option A which paints over the existing cementitious panels, and Option B which preserves the current condition of those panels. Staff believes that the proposed mural constitutes art that makes a positive contribution to the visual environment of the surrounding area, with Option A for the eastern mural façade best meeting this Meritorious Exception approval criteria. Staff is recommending approval of Option A.

Council Member Willesen inquired how long these types of signs last. The applicant, UDR, Inc.'s Development Manager Rob St. John, responded that the previous mural was installed in 2018 and is in good condition.

MOTION: Council Member Braun moved to approve. Council Member Ward seconded the motion. Motion carried with a vote of 6-1. Council Member Willesen voted against the motion.

Ordinance No. O21-22: Meritorious Exception 2,376.2 Sq. Ft. Mural of East and South Facades at 3725 Vitruvian Way

6. Present and Discuss an Update on Addison Kaboom Town 2021.

Jasmine Lee, Director of Special Events, presented this item. She advised that the event is scheduled for Saturday, July 3rd from 5 pm to 10 pm at Addison Circle Park. Attendance is free however tickets are required. Attractions include live bands and food vendors. She noted that this year there will be a live jazz band near the entrance, as well as a merchandise tent. A dedicated VIP Area will include air-conditioned seating and restrooms inside the Addison Conference Centre, umbrella tables on the lawn and complementary catering.

Ms. Lee advised that this year's air show will be different. It will include a series of flyovers and include Cavanaugh Flight Museum Warbirds, aerobatic planes, and others. Each formation will fly a route that is visible from throughout Addison approximately every 10-15 minutes. The Freedom Flyover will begin at 7:15 pm and last until 9:15 pm.

The fireworks show will begin at approximately 9:35 pm at the Addison Airport. Music will be broadcast on STAR 102.1 FM.

Ms. Lee advised that health and safety protocols for this festival were developed in accordance with CDC guidance, and have been adapted to account for recent changes as follows:

- Reduced daily capacity to 75% of pre-pandemic levels. Scaling back up to 100% takes additional time and resources that are not readily available this close to the event. This also allows for some distancing between groups as the majority of Texas is not fully vaccinated.
- Carnival field along Festival Way will be used for expanded seating area.
- Hand sanitizer stations will be stationed throughout the venue and enhanced site cleaning will be conducted.
- Face coverings are not required; but recommended for those who are not fully vaccinated.

Mayor Chow inquired is there was sufficient off-duty law enforcement to support this event? City Manager Pierson responded that there will be enough. Mayor Chow recognized staff for the hard work put into the special events.

Adjourn Meeting

There being no further business to come before the Council, Mayor Chow adjourned the meeting.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

Council Meeting

6.

Meeting Date: 06/22/2021

Department: City Secretary

AGENDA CAPTION:

Consider Action on a **Resolution Appointing John Crawford to Place 1 of the Board of Directors of the North Dallas County Water Supply Corporation and Affirming the Appointments of Steven Glickman and Shannon Hicks.**

BACKGROUND:

This item appoints Town representatives to the Board of Directors for the North Dallas County Water Supply Corporation (NDCWSC), which furnishes and provides sewer services to the cities of Addison and Farmers Branch.

The NDCWSC is a Texas non-profit corporation established in 1991 with the approval of the City Council's of both the Town of Addison and the City of Farmers Branch. The purpose of the corporation, as set forth in Article Four of the Articles of Incorporation, is to furnish and provide sewer services to the cities of Addison and Farmers Branch, as well as to other towns and cities if so approved by a concurrent resolution adopted by the governing bodies of the cities.

The NDCWSC bylaws provide that it is to be managed by a Board of Directors consisting of six persons who each occupy a place on the Board. Three Board Members are appointed by the Addison City Council and occupy Places 1, 2, and 3, and three are appointed by the Farmers Branch City Council and occupy Places 4, 5, and 6.

If approved, this resolution appoint John Crawford to Place 1 to serve a three (3) year term to expire on June 30, 2024; and affirm the appointment, by Resolution No. 20-038, of Steven Glickman to Place 2 and Shannon Hicks to Place 3 to serve a three (3) year term to expire on June 30, 2022. In 2021 with the re-alignment of Public Works Departmental responsibilities Deputy City Manager John Crawford has replaced Deputy City Manager Ashley Mitchell.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - 2021 Appointments

Resolution - 2020 Appointments

Resolution 1991 - Establishment

RESOLUTION NO. R21-____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING JOHN CRAWFORD TO THE BOARD OF DIRECTORS OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION; AFFIRMING THE APPOINTMENT OF STEVEN GLICKMAN AND SHANNON HICKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Dallas County Water Supply Corporation (the “Corporation”), a Texas non-profit corporation, was established in 1991 with the approval of the City Council of the City of Farmers Branch (“Farmers Branch”), and the City Council of the Town of Addison, Texas (“City”), Farmers Branch and the City being referred to herein together as the “Cities”); and

WHEREAS, the purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation (“Articles”), is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities; and

WHEREAS, Article Eight of the Articles, and Article II, Section of the Corporation’s Bylaws (“Bylaws”), provide that the Corporation is managed by a Board of Directors (“Board”) consisting of six (6) persons who each occupy a place on the Board (“Place”), three (3) of whom are appointed by the City Council of the City and occupy Places 1, 2 and 3, and three (3) of whom are appointed by the Farmers Branch City Council and occupy Places 4, 5 and 6;and

WHEREAS, the Articles names the members of the initial Board and provide that each of them held office for the term for which they were appointed and until a successor shall have been appointed and qualified, unless sooner removed or resigned, and the Bylaws provide that thereafter each successor member of the Board shall be appointed and shall serve for three (3) years or until his successor is appointed; and

WHEREAS, each of the Articles and the Bylaws provide that any Director may be removed from office by the appointing authority at will.

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

SECTION 1. Appointment of Directors.

John Crawford, Deputy City Manager, is hereby appointed to Place 1 on the Board to serve a three (3) year term to expire on June 30, 2024, as set forth in and in accordance with the Bylaws or until such time as their respective successor is appointed and qualified, unless sooner removed or resign.

The appointments, by Resolution No. R20-038, of Steven Glickman to Place 2 on the Board and Shannon Hicks to Place 3 on the Board to serve the remainder of the 3-year term to expire on June 30, 2022, are hereby affirmed.

Further, said appointees John Crawford, Steven Glickman and Shannon Hicks may be removed as a Director by the City Council at will.

SECTION 2. Incorporation of Recitals; Effective Date. The above and foregoing recitals are incorporated herein and made a part of this Resolution for all purposes. This Resolution shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **22nd** day of **JUNE** 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

City Attorney

RESOLUTION NO. R20-038

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS REMOVING OLIVIA RILEY AND LISA PYLES AND APPOINTING STEVEN GLICKMAN AND SHANNON HICKS TO THE BOARD OF DIRECTORS OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION; AFFIRMING THE APPOINTMENT OF ASHLEY MITCHELL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the North Dallas County Water Supply Corporation (the "Corporation"), a Texas non-profit corporation, was established in 1991 with the approval of the City Council of the City of Farmers Branch ("Farmers Branch") and the City Council of the Town of Addison, Texas ("City") (Farmers Branch and the City being referred to herein together as the "Cities"); and

WHEREAS, the purpose of the Corporation, as set forth in Article Four of its Articles of Incorporation ("Articles"), is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities; and

WHEREAS, Article Eight of the Articles, and Article II, Section of the Corporation's Bylaws ("Bylaws"), provide that the Corporation is managed by a Board of Directors ("Board") consisting of six (6) persons who each occupy a place on the Board ("Place"), three (3) of whom are appointed by the City Council of the City and occupy Places 1, 2 and 3, and three (3) of whom are appointed by the Farmers Branch City Council and occupy Places 4, 5 and 6; and

WHEREAS, the Articles names the members of the initial Board and provide that each of them held office for the term for which they were appointed and until a successor shall have been appointed and qualified, unless sooner removed or resigned, and the Bylaws provide that thereafter each successor member of the Board shall be appointed and shall serve for three (3) years or until his successor is appointed; and

WHEREAS, each of the Articles and the Bylaws provide that any Director may be removed from office by the appointing authority at will.

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

SECTION 1. Removal, Appointment of Directors.

Olivia Riley is hereby removed from the Board of Directors of the North Dallas County Water Supply Corporation, Place 2 and Steven Glickman, Chief Financial Officer, is appointed to serve the remainder of the term to expire on June 30, 2022, as set forth in and in accordance with the Bylaws or until such time as their respective successor is appointed and qualified, unless they are sooner removed or resign.

Lisa Pyles is hereby removed from the Board of Directors of the North Dallas County Water Supply Corporation, Place 3 and Shannon Hicks, Director of Public Works and Engineering

Services, is appointed to serve the remainder of the term to expire on June 30, 2022, as set forth in and in accordance with the Bylaws or until such time as their respective successor is appointed and qualified, unless they are sooner removed or resign.

The appointment, by Resolution No. R17-55, of Ashley Mitchell to Place 1 on the Board to serve a three (3) year term to expire on June 30, 2021, is hereby affirmed.

Further, each of Ashley Mitchell, Steven Glickman and Shannon Hicks may be removed as a Director by the City Council at will.

SECTION 2. Incorporation of Recitals; Effective Date. The above and foregoing recitals are incorporated herein and made a part of this Resolution for all purposes. This Resolution shall take effect upon its passage and approval.


DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the 12th day of MAY 2020.



TOWN OF ADDISON, TEXAS


Joe Chow, Mayor

ATTEST:


Irma Parker, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, City Attorney

CONCURRENT RESOLUTION

ADDISON RESOLUTION NO. 91-034

FARMERS BRANCH RESOLUTION NO. 91-052

A RESOLUTION ADOPTED CONCURRENTLY BY THE TOWN COUNCIL OF THE TOWN OF ADDISON AND BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH AUTHORIZING THE CREATION OF THE NORTH DALLAS COUNTY WATER SUPPLY CORPORATION FOR LIMITED PURPOSES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

- WHEREAS, Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), authorizes the creation of water supply corporations for the purpose of financing and furnishing sewer services to towns and cities; and
- WHEREAS, the Town of Addison ("Addison") and the City of Farmers Branch ("Farmers Branch") each have a serious need to provide sewer interceptor services to serve their respective sewer systems and have jointly concluded and agreed that the most efficient and least costly method of financing and providing such services is through an instrumentality (the "Corporation") created under the Act to provide the same on a joint basis; and
- WHEREAS, The Corporation will be incorporated, organized, and operated as a nonprofit corporation pursuant to the provisions of the Act with powers strictly limited to the providing of such services and the financing thereof; and
- WHEREAS, after incorporation, the Corporation, Addison, and Farmers Branch intend to negotiate and enter into acceptable contracts for sewer interceptor services pursuant to the authority granted to cities and towns under Section 402.014, Local Government Code, and the Act, with payments thereunder to be pledged to the payment of Bonds issued by the Corporation for such purposes upon terms approved by Addison and Farmers Branch;

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERS BRANCH, TEXAS:

Section 1. That the incorporation of the Corporation is hereby authorized and approved as a water supply corporation under the provisions of the Act.

Section 2. That the Articles of Incorporation of the Corporation, in the form attached hereto, are hereby approved and the incorporators are authorized to file the same with the Secretary of State as provided by the Act.

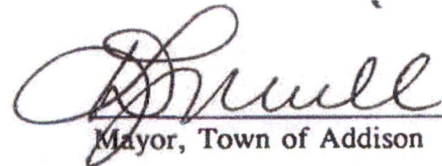
Section 3. That the Bylaws of the Corporation, in the form attached hereto, are hereby approved, and the same shall be adopted by the board of directors of the Corporation prior to the commencement of its business.

Section 4. That Addison hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 1, Place 2, and Place 3, as initial members of the board of directors of the Corporation.

Section 5. That Farmers Branch hereby appoints the persons named in Article Eight of the Articles of Incorporation in Place 4, Place 5, and Place 6, as initial members of the board of directors of the Corporation.

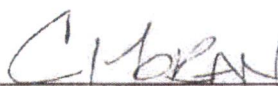
Section 6. That, upon dissolution of the Corporation, Addison and Farmers Branch hereby agree to and shall accept title to any and all real, person, or interests as shall be specified in a separate interlocal agreement to be prepared and submitted to and approved and accepted by Addison and Farmers Branch.

PASSED AND APPROVED by the Town Council of Addison, Texas on this 26th day of March, 1991.




Mayor, Town of Addison

ATTEST:



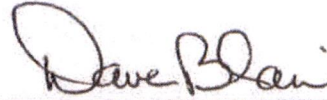
City Secretary

APPROVED AS TO FORM:



Town Attorney

PASSED AND APPROVED by the City Council of the City of Farmers Branch, Texas, on this 18th day of March, 1991.



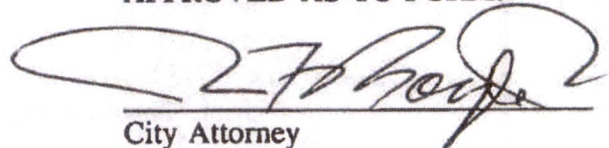
Mayor, City of Farmers Branch

ATTEST:



City Secretary

APPROVED AS TO FORM:



City Attorney

ARTICLES OF INCORPORATION
OF
NORTH DALLAS COUNTY WATER SUPPLY CORPORATION

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age, and each of whom is a citizen of the State of Texas, acting as incorporators of a public instrumentality and non-profit water supply corporation (the "Corporation") under Article 1434a, Texas Revised Civil Statutes Annotated, as amended (the "Act"), with the approval of the Town Council of the Town of Addison, Texas, and of the City Council of the City of Farmers Branch, Texas (collectively, the "Cities"), do hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE

The name of the corporation is "North Dallas County Water Supply Corporation."

ARTICLE TWO

The Corporation is a non-profit water supply corporation under the Act.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

- (a) The purpose of the Corporation is to furnish and provide sewer services to the Cities, and to such other towns and cities as may be expressly approved by concurrent resolution adopted by the governing bodies of the Cities.
- (b) In the fulfillment of its corporate purpose, the Corporation shall have the power to provide financing to pay the costs of projects, through the issuance of bonds, notes, and other forms of debt instruments, and to acquire, maintain, and lease or sell property, and interests therein, all to be done and accomplished on behalf

of the Cities and for their benefit and to accomplish their public purposes as their duly constituted authority and public instrumentality pursuant to the Act and under, and within the meaning of, the applicable regulations of the United States Treasury Department and the rulings of the Internal Revenue Service of the United States prescribed and promulgated under and pursuant to the Internal Revenue Code of 1986, as amended.

- (c) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (b) of this Article, together with all of the other powers granted to corporations that are incorporated under the Act, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions granted to non-profit corporations under the Texas Non-Profit Corporation Act, Article 1396-101, et seq., Texas Revised Civil Statutes Annotated, as amended.
- (d) The Corporation is not a political subdivision or a political corporation, and the Corporation has not been delegated, does not have, and shall not exercise any of the powers of sovereignty of the Cities.
- (e) No agreements, bonds, notes, or other debt instruments or other obligations, contract, or agreements of the Corporation are or shall ever be deemed to be or constitute the agreements, bonds, notes, or other debt instruments or other obligations, or the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the Cities or any other political corporation, subdivision or agency of the State of Texas, or a pledge of the faith and credit of any of them, except only to the extent that the same may be payable from revenues pledged by the Cities to pay the same under separate contracts and agreements executed by the Cities and the Corporation. Any and all of such agreements, bonds, notes, and other debt instruments and other obligations, contracts and agreements of the Corporation shall be payable solely and exclusively from the revenues and funds received by the Corporation from contracts and agreements with the Cities and from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

ARTICLE FIVE

The Texas Non-Profit Corporation Act, cited in Article Four of these Articles, shall apply to the Corporation to the extent not in conflict with the Act. As permitted thereby the Corporation has no members and is a non-stock corporation. Accordingly, Sections 5 and 9A of the Act shall not apply to the Corporation.

ARTICLE SIX

These Articles of Incorporation may be amended in either one of the methods prescribed in this Article.

- (a) The governing bodies of the Cities may, by concurrent resolution, order the board of directors to amend these Articles of Incorporation. If so directed, the board of directors shall file amendments conforming to such directions with the Secretary of State.
- (b) The board of directors of the Corporation may file a written application with each of the governing bodies of the Cities requesting approval of proposed amendments to these Articles of Incorporation, specifying in such application the proposed amendments. If the governing bodies of the Cities, by concurrent resolution, find and determine that it is advisable that the proposed amendments be made, authorize the same to be made, and approve the form of the proposed amendments, the board of directors of the Corporation may proceed to amend these Articles of Incorporation.
- (c) The board of directors of the Corporation shall not have any power to amend these Articles of Incorporation except in accordance with the procedures established in this Article.

ARTICLE SEVEN

The street address of the initial registered office of the Corporation is City Hall Plaza, Farmers Branch, Texas 75234, and the name of its initial registered agent at such address is Richard L. Escalante.

ARTICLE EIGHT

The affairs of the Corporation shall be managed by a board of directors consisting of six persons, each of whom will occupy a Place on the board of directors. Three of such persons shall be appointed by the governing body of the Town of Addison and shall occupy, respectively, Place 1, Place 2, and Place 3. Three of such persons shall be appointed by the governing body of the City of Farmers Branch and shall occupy, respectively, Place 4, Place 5, and Place 6. The number of directors and the terms of office of the directors may be changed by amendments to the bylaws of the Corporation in the manner herein provided. The names and street addresses of the persons who are to serve as the initial directors and the dates of expiration of their initial terms as directors, are as follows:

<u>PLACE</u>	<u>NAMES</u>	<u>ADDRESSES</u>	<u>DATE OF EXPIRATION OF TERM</u>
1	Ron Whitehead	Town Hall, Addison, Texas	January 1, 1994
2	Randy Moravec	Town Hall, Addison, Texas	January 1, 1994
3	John Baumgartner	Town Hall, Addison, Texas	January 1, 1994
4	Richard Escalante	City Hall, Farmers Branch, Texas	January 1, 1994
5	Doug Vanderslice	City Hall, Farmers Branch, Texas	January 1, 1994
6	John Burke	City Hall, Farmers Branch, Texas	January 1, 1994

Each director shall hold office for the term for which the director is appointed and until a successor shall have been appointed and qualified unless sooner removed or resigned. Each director, including the initial directors, shall be eligible for reappointment. Directors are removable by the governing body of the Town or City appointing them at will and must be appointed for a term not in excess of six years. The directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in the performance of their duties as directors. Any vacancy occurring on the board of directors through death, resignation, or otherwise shall be filled by appointment for the unexpired term and to the vacant Place by the governing body of the Town or City making the original appointment. Section 3(b) of the Act shall not be applicable to the Corporation.

ARTICLE NINE

The name and street address of each incorporator are:

<u>Name</u>	<u>Address</u>
Ron Whitehead	Town Hall, Addison, Texas 75001
Richard Escalante	City Hall, Farmers Branch, Texas 75234
Doug Vanderslice	City Hall, Farmers Branch, Texas 75234

ARTICLE TEN

- (a) The initial bylaws of the Corporation shall be in the form and substance approved by the governing bodies of the Cities in their resolution approving these Articles of Incorporation. Such bylaws shall be adopted by the Corporation's board of directors and shall, together with these Articles of Incorporation, govern the internal affairs of the Corporation until and unless amended in accordance with this Article.
- (b) Neither the initial bylaws nor any subsequently effective bylaws of the Corporation may be amended without the consent and approval of the governing body of each of the Cities. The board of directors of the Corporation shall make application to the governing bodies of the Cities for the approval of any proposed amendments, but the same shall not become effective until or unless the same shall be approved by concurrent resolution adopted by the governing body of each of the Cities.

ARTICLE ELEVEN

The Cities may, in their sole discretion, and at any time, by concurrent resolution, alter or change the structure, organization, programs or activities of the Corporation, and they may, by concurrent resolution, direct the board of directors to terminate or dissolve the Corporation, subject to the limitation that no such action shall be taken in any manner or at any time that would impair any contract or right theretofore executed or granted by the Corporation. If such directions are received, the board of directors shall dissolve the Corporation in the manner permitted by law.

ARTICLE TWELVE

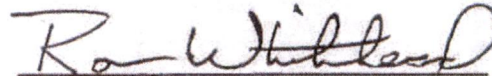
- (a) No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to the benefit of its directors or officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered. If the board of directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, notes, and other obligations of the Corporation, any net earnings thereafter accruing shall be paid to the Cities in the proportions stated in the interlocal agreement described in the Resolution referred to in Article Thirteen of these Articles.
- (b) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal or mixed, such funds

or property rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the Cities, after satisfaction or provision for satisfaction of all debts and claims, in the proportions stated in the interlocal agreement described in the Resolution referred to in Article Thirteen of these Articles.

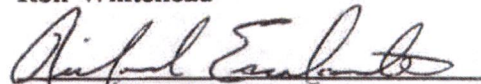
- (c) No part of the Corporation's activities shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign of or in opposition to any candidate for public office.

ARTICLE THIRTEEN

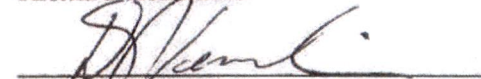
The Cities have specifically authorized the Corporation by concurrent resolution to act on their behalf to further the public purposes stated in said Resolution and in these Articles of Incorporation, and the Cities have by said Resolution approved these Articles of Incorporation. A copy of said Resolution is on file among the permanent public records of each of the Cities and the Corporation.



Ron Whitehead



Richard Escalante



Doug Vanderslice

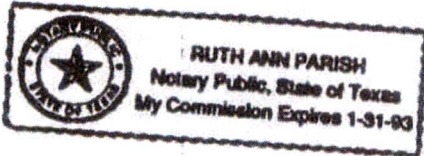
INCORPORATORS

THE STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned, a Notary Public of the State of Texas, do hereby certify that on this 22 day of April, 1991, personally appeared before me Ron Whitehead, Richard Escalante, and Doug Vanderslice, who, each being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date and year above written.



Ruth Ann Parish
Notary Public in and for the
State of Texas

My Commission Expires: 1-31-93

[S E A L]

BYLAWS OF
NORTH DALLAS COUNTY WATER SUPPLY CORPORATION

ARTICLE I

PURPOSE AND POWERS

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, the same to be accomplished on behalf of the Town of Addison, Texas ("Addison"), and the City of Farmers Branch, Texas ("Farmers Branch"), (collectively, the "Cities") as their duly constituted authority and instrumentality in accordance with Article 1434a, Texas Revised Civil Statutes Annotated, as amended, (the "Act"), and other applicable laws.

Section 2. Powers.

- (a) In the fulfillment of its corporate purpose, the Corporation shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, in the Texas Non-Profit Corporations Act, Article 1396-101, et seq, Texas Revised Civil Statutes Annotated, as amended, to the extent not in conflict with the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.
- (b) The exercise by the Corporation of the powers of eminent domain as against a specific piece or item of property, pursuant to Section 4 of the Act, shall be subject to the approval of the Cities.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office.

- (a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the "Board") and, subject to the restrictions imposed by law, by the Articles of Incorporation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

- (b) The Board shall consist of six (6) directors, each of whom shall occupy a Place on the Board of Directors. Three of such directors shall be appointed by the Town Council of the Town of Addison and shall occupy, respectively, Place 1, Place 2, and Place 3. Three of such directors shall be appointed by the City Council of the City of Farmers Branch and shall occupy, respectively, Place 4, Place 5, and Place 6.
- (c) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Each member of the first Board shall serve for a term expiring on the date set forth in the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and shall serve for three (3) years or until his or her successor is appointed as hereinafter provided.
- (d) Any director may be removed from office by the appointing authority at will.

Section 2. Meetings of Directors. The directors may hold their meetings at such place or places in Addison or Farmers Branch as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws.

Section 3. Internal Notification of Board Meetings.

- (a) Regular meetings of the Board shall be held without the necessity of notice at such times and places as shall be designated from time to time by the Board. Special Meetings of the Board shall be held whenever called by the president, by the secretary, by a majority of the directors, by the Mayor of Addison, by the Mayor of Farmers Branch, or by a majority of the governing body of either of the Cities.
- (b) The secretary shall give notice to each director of each Special Meeting in person or by mail, telephone or telegraph, at least two (2) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a Special Meeting. At any meeting at which every director shall be present, even though without any notice, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.
- (c) Whenever any notice is required to be given to the Board, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the

transaction of any business on the grounds that the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular or Special Meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless required by the Board. A waiver of notice in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 4. Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, Article 6252-17, Texas Revised Civil Statutes Annotated, as amended.

Section 5. Quorum. Four directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority vote of the entire Board at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 6. Conduct of Business.

- (a) At the meetings of the Board, matters pertaining to the business of the corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.
- (b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.
- (c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 7. Committees of the Board. The Board may designate two or more directors to constitute an official committee of the Board to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 8. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual expenses incurred in the performance of their official duties hereunder; provided that all actual expenses are approved by the Board.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office.

- (a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of office shall be one (1) year with the right of an officer to be reelected.
- (b) The President shall be a representative from the City of Farmers Branch until the completion and the commencement of operation of the Eastside Sewer System; after which, the provisions of Subsection (a) of this section will be in effect.
- (c) All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board.
- (d) A vacancy in the office of any officer shall be filled by a vote of a majority of the remaining directors.

Section 2. Powers and Duties of the President. The president shall be the chief executive officer of the Corporation, and, subject to the paramount authority of the Board, the president shall be in general charge of the properties and affairs of the Corporation, shall preside at all meetings of the Board, and may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

Section 3. Vice President. The vice president shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer. The treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws. When necessary or proper, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all moneys received and paid out on account of the Corporation. The treasurer shall, at the expense of the Corporation,

give such bond for the faithful discharge of his duties in such form and amount as the Board or the Commission may require.

Section 5. Secretary. The secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board.

Section 6. The president, each vice president, and the secretary shall be named from among the members of the Board. The treasurer and any assistant secretaries may, at the option of the Board, be persons other than members of the Board, but they may be employees of the City.

Section 7. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their official duties hereunder, provided that all expenses are approved by the Board. Other officers may be compensated as directed and approved by the Board.

ARTICLE IV

AUDITS, EXPENDITURES, DEBTS

Section 1. Annual Corporate Budget. At least 60 days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Board. The budget shall not be effective until the same has been approved by the Cities.

Section 2. Books, Records, Audits.

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

- (b) At the direction of the Cities, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the accountants, staff and personnel of one of the Cities. In such event, the Corporation shall pay reasonable compensation for such services.
- (c) The Corporation, or the City performing such services if the option described in subsection (b) is selected, shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Corporation and approved by the Cities. Such audit shall be at the expense of the Corporation.

Section 3. Deposit and Investment of Corporate Funds.

- (a) All proceeds from the issuance of bonds, notes, or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.
- (b) All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the Cities. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its treasurer and such other persons as the Board shall designate.

Section 4. Expenditures of Corporate Money.

- (a) The monies of the Corporation may be expended by the Corporation for any of its corporate purposes, subject to the following limitations:
 - (i) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the governing bodies of each of the Cities prior to the sale and delivery of the Obligations to the purchasers thereof;
 - (ii) Expenditures that may be made from a fund created with the proceeds of Obligations may be used for the purposes of financing or otherwise providing the facilities with reference to which the Obligations were issued;

- (iii) Expenditures of funds paid to the Corporation by the Cities under service or other contracts between the Corporation and the Cities shall be used as directed in such contracts;
- (iv) All other proposed expenditures, if any, shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 5. Issuance of Obligations. No obligations, including refunding Obligations, shall be sold and delivered by the Corporation unless the Cities shall approve such Obligations by action taken no more than 60 days prior to the date of sale of the Obligations.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

- (a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.
- (b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Act.

Section 2. Fiscal Year. The Fiscal year of the Corporation shall begin on the first day of October and shall end on the last day of September.

Section 3. Seal. The seal of the Corporation shall be as determined by the Board.

Section 4. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Approval or Advice and Consent of the Cities. To the extent that these bylaws refer to any approval by the Cities or refer to advice and consent by the Cities, such

approval, advice and consent shall be evidenced by a certified copy of a resolution, order, or motion concurrently and duly adopted by the governing body of each of the Cities.

Section 6. Services of Staff and Officers of Cities. Subject to the paramount authority of the Manager under the Charter of each of the Cities, the Corporation shall have the right to utilize the services of the City Attorney, the City Secretary, and the staff and employees of the Finance Department of each of the Cities, provided (i) that the Corporation shall pay reasonable compensation to the supplying City for such services, and (ii) the performance of such services does not materially interfere with the other duties of such personnel of such City.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the Cities; and
- (2) the adoption of these Bylaws by the Board.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation.

Council Meeting

7.

Meeting Date: 06/22/2021

Department: City Secretary

Pillars: Excellence in Transportation Systems

AGENDA CAPTION:

Consider Action on a **Resolution Appointing Paul Voelker, Mayor of the City of Richardson, as Primary Representative and Guillermo Quintanilla, Mayor Pro-Tempore of the Town of Addison, as the Alternate to the Aggregated Position of Representative to the Regional Transportation Council of the North Central Texas Council of Governments.**

BACKGROUND:

The Regional Transportation Council is a forty-four (44) member independent transportation policymaking body which determines how regional transportation funds should be spent. The municipalities of Richardson and Addison share one (1) representative. With this resolution, the City Council appoints Richardson Mayor Paul Voelker as the primary representative with Addison Mayor Pro-Tempore Guillermo Quintanilla as the alternate representative. Mayor Voelker previously served as the alternate representative with Addison Council Member Ivan Hughes serving as the primary representative.

The City of Richardson and the Town of Addison rotate the appointments and collaborate together to ensure the interests of both cities are represented. In action taken at the June 8, 2021 City Council Meeting, Mayor Pro-Tempore Quintanilla was appointed to this position replacing Council Member Ivan Hughes who was unable to run for office due to term limits.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - 2021 RTC Appointments

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPOINTING PAUL VOELKER AS PRIMARY REPRESENTATIVE AND GUILLERMO QUINTANILLA AS ALTERNATE REPRESENTATIVE TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, regional transportation planning and improved mobility are goals of the City Council of the Town Addison; and

WHEREAS, the Town of Addison desires to appoint a primary representative and alternative representative to the Regional Transportation Council (“RTC”) of the North Central Texas Council of Governments, which fractional allocation membership is shared with the City of Richardson.

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

SECTION 1. That Paul Voelker, Mayor of the City of Richardson, is hereby appointed Primary Representative to the RTC of the North Central Texas Council of Governments.

SECTION 2. That Guillermo Quintanilla, Mayor Pro-Tempore of the Town of Addison, is hereby appointed as Alternate Representative to the aggregated position of representative to the RTC of the North Central Texas Council of Governments.

SECTION 3. That above and foregoing recitals are incorporated herein and made a part of this Resolution for all purposes. This Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this 22nd day of JUNE 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

City Attorney

Council Meeting

8.

Meeting Date: 06/22/2021

Department: City Secretary

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Consider Action on a **Resolution Appointing Council Liaisons for 2021-2022.**

BACKGROUND:

The Council liaison appointments are typically made each year after the May General Election. Council liaisons represent the Town by working with various organizations that provide public services to the citizens of Addison.

Appointments were discussed during the June 8th City Council Work Session. This resolution formalizes the appointments.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Liaison Appointments

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPOINTING COUNCIL LIAISONS TO ORGANIZATIONS FOR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City Council appoints a Council Member to represent the Town and work with various organizations that provide public services to the citizens of Addison; and

WHEREAS, at the June 8th meeting, the City Council discussed appointments and directed Staff to present a Resolution at the June 22nd Council Meeting to formally document these appointments for the 2021-2022 period.

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

SECTION 1. The findings set forth above are incorporated herein for all purposes.

SECTION 2. The following Council Members are appointed to the funded organizations as described below.

ORGANIZATION - Funded	Mayor Chow	Mayor Pro-Tem Quintanilla	Deputy Mayor Pro-Tem Walden	Council Member Braun	Council Member Ward	Council Member Wheeler	Council Member Willeesen
Addison Arbor Foundation			X				
Metrocrest Chamber of Commerce						X	
Water Tower Theatre				X			
World Affairs Council of Dallas/Fort Worth					X		

SECTION 3. The following Council Members are appointed to serve on Town Committees and unfunded organizations as described below:

ORGANIZATION - Unfunded	Mayor Chow	Mayor Pro-Tem Quintanilla	Deputy Mayor Pro-Tem Walden	Council Member Braun	Council Member Ward	Council Member Wheeler	Council Member Willeesen
North Dallas Chamber		X					
North Texas Commission				X			
Regional Transportation Council/North Central Texas Council of Governments		X					

SECTION 4. This Resolution shall take effect upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this 22nd day of JUNE 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma G. Parker, City Secretary

City Attorney

Council Meeting

9.

Meeting Date: 06/22/2021

Department: Parks & Recreation

Pillars: Optimize the Addison Brand

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Approving a Concessionaire Agreement Between the Town of Addison and MD Circle Cafe, LLC for Food and Beverage and/or Recreation Rental Services at Addison Circle Park Pavilion, and Authorizing the City Manager to Execute the Agreement.**

BACKGROUND:

The Parks, Recreation and Open Space (PROS) Master Plan identified park activation as a game-changing initiative and identified Addison Circle Park and the development that will occur North of the DART Silver Line as a transformative project for the Addison Parks System. The PROS plan identified that the northeast entrance to Addison Circle Park should be updated to include a food vendor or vendors. The Economic Development Plan and Special Events Strategic Plan also support the initiative.

In response, staff from Purchasing, Parks & Recreation, Special Events, Economic Development and General Services worked together to issue a Request for Proposal (RFP) to solicit Concession Services for Addison Circle Park Kitchen and Pavilion. The RFP was issued on Bid Sync on March 24, 2021 as Bid #21-85. Two vendors submitted proposals. Staff reviewed the proposals, interviewed each of the respondents and scored them on the following criteria:

- Completeness of proposal
- Days / Hours of operations
- Products and services
- Products and services from other Addison businesses
- Concession Experience
- Professional appearance, quality, character attributes
- Ability to meet licensing and insurance requirements
- Satisfactory concession fee to be paid to the Town

Representatives from Parks & Recreation, Special Events and General Services scored the proposals and identified Kelcher Entertainment Group, doing business as MD Circle Cafe, LLC as the most qualified vendor to provide

concession services. Kelcher has experience working with municipalities to provide concession services, operates an Addison business, and has worked with staff during Special Events. Staff will give an overview of the agreement between MD Circle Cafe, LLC and the Town.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Concessionaire Agreement

Presentation - Concessionaire

Vendor Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONCESSIONAIRE AGREEMENT BETWEEN THE TOWN OF ADDISON AND MD CIRCLE CAFE, LLC, FOR FOOD AND BEVERAGE AND/OR RECREATION RENTAL SERVICES AT ADDISON CIRCLE PARK PAVILION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Concessionaire Agreement between the Town of Addison and MD Circle Cafe, LLC, for food and beverage and/or recreation rental services at Addison Circle Park Pavilion, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **22nd** day of **JUNE** 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

EXHIBIT A CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement (“Agreement”) is made by and between the **Town of Addison, Texas** (the “City”) and **MD Circle Cafe, LLC** (“Concessionaire”) (the City and Concessionaire are sometimes referred to herein together as the “Parties” and individually as a “Party”).

Recitals:

1. The City owns the Addison Circle Park Pavilion which is located within the City at 4970 Addison Circle, Addison, TX (the “Pavilion”). The Pavilion is managed by the City through its Department of Parks and Recreation Director (the Parks and Recreation Director, or Director’s designee, being the “Manager”). A general diagram or depiction of the Pavilion is on file with the Manager, is included in **Exhibit B** attached hereto and incorporated herein by reference.

2. Concessionaire is the owner and operator of a recreation service and/or food and beverage service (the “Services”) with its principal business located at **1833 Airport Freeway Bedford, TX 76021**. Concessionaire has the experience, skills, and capability to provide the Services set forth herein with a high degree of quality and responsiveness and has performed and continues to perform the same and similar services for others.

3. Concessionaire has been approved by the City to provide Services at the Pavilion (the Pavilion being referred to herein as the “Facilities” except as set forth in Section 1 of this Agreement, below) and desires to provide the Services at the Facilities in accordance with this Agreement and the rules, regulations, standards, and policies of the City.

NOW, THEREFORE, for and in consideration of the privilege provided to Concessionaire of being allowed to operate a recreation service and/or food services within the Pavilion, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and subsequently detailed, the City and Concessionaire do agree as follows:

Section 1. Concessionaire Services. Subject to the terms, conditions and provisions of this Agreement, Concessionaire shall provide food and beverage and / or recreation rental services (“Services”) to persons or entities (“Users” and each a “User”) who desire to use the Facilities, for recreation or dining, and including an event or an activity hosted by an entity other than the City (“Third Party Event”). Additionally, Concessionaire shall provide Services during events as may be scheduled from time to time by the City (“City Event”). A Third Party Event and a City Event are, for purposes of this agreement, each an “Event”.

The City may modify, remove, add, and change the Facilities covered by this agreement at any time and in its sole discretion. If the City modifies, removes, adds, or changes the Facilities, the City will give written notice thereof to Concessionaire. After such notice is given to Concessionaire, the Agreement shall be applicable to those facilities included in the notice, and for purposes hereof the term Facilities shall include the facilities identified in the notice. At the

City's request, the Parties shall execute a formal amendment to this Agreement identifying the Facilities included in the notice.

The Concessionaire hereby recognizes that the City produces City Events on scheduled dates each year. These scheduled events shall take priority over any other use, and concessionaire may not host private or Third Party Events during a City Event. Notice of City Events will be made available to Concessionaire at the City's earliest reasonable opportunity, as determined by the City, but no later than six (6) months in advance. During Events the covered outdoor Pavilion shall be made available for use exclusively by the City.

The Concessionaire will be required to apply for a Special Events Permit with the Town for any gatherings that include 100+ people or live music / DJ. A Special Events permit will also be required if any gatherings expand past the Concession Limits, as illustrated in Exhibit "B".

Section 2. Term, Termination. Unless otherwise terminated in accordance with this Agreement, this Agreement shall be in effect beginning July 5th, 2021 (the "Effective Date") and shall continue in effect for a period of three (3) years thereafter (the "Term"). The City shall have the option to renew this Agreement for three (3) additional one (1) year terms upon written notice to Concessionaire at least thirty (30) days before expiration of the Term.

If either Party hereto (the "Defaulting Party") fails to comply with or breaches any term or provision of this Agreement, the other Party (the "Non-Defaulting Party") may give written notice of such failure or breach to the Defaulting Party, and the Defaulting Party shall have not less than two (2) business days (or such longer period of time as may be set forth in the notice) from the time of the Defaulting Party's actual receipt of such written notice in which to cure such failure or breach (such period of time in which to cure being the "Cure Period"). If the Defaulting Party does not cure the failure or breach within the Cure Period, the Non-Defaulting Party may terminate this Agreement and give notice of such termination to the Defaulting Party. The term "business days" means Monday through Friday; but excluding any Monday through Friday that is any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday immediately thereafter, Christmas Eve, and Christmas Day.

In addition, either the City or Concessionaire may terminate this Agreement for any reason or for no reason by providing to other Party at least 60 days prior written notice of such termination.

Section 3. Concessionaire Responsibilities; Prohibitions.

A. *Compliance with Laws.* Concessionaire shall use its best efforts, skill, judgment, and abilities to perform the Services in accordance with the highest business standards in effect at the time of providing the Services (such standards being those then in place in the Dallas/Fort Worth metroplex area) and in compliance with all applicable federal, state, and local, laws, rules, regulations, codes, ordinances and orders (collectively, "Applicable Laws"). Concessionaire shall secure, maintain and comply with at all times any and all permits or licenses which may be required for Concessionaire to provide Services (or any portion thereof). Concessionaire shall not do or permit anything to be done at the Facilities or on any City property other than the provision of its Services.

B. *Compliance with Rules.* Concessionaire shall provide and perform Services in accordance with all rules, regulations, standards, and policies approved or adopted by the City, City Department, or City officer or employee that are then in effect at the time Concessionaire provides Services (“Rules”).

C. *Concessionaire Personnel Compliance with Laws, Rules, Standards.* Without limiting the foregoing or any other provision of this Agreement, Concessionaire shall cause its owners, employees, representatives, agents, contractors, and subcontractors to comply with Applicable Laws and Rules. Concessionaire shall cause all of its employees, personnel and staff assigned by Concessionaire to perform any Services at the Facilities according to the highest standards of courtesy, service, and professionalism, including being dressed professionally and not drinking of alcoholic beverages while performing Services. Concessionaire shall provide adequate and competent supervision of its personnel and staff in the provision of the Services.

Concessionaire shall be solely liable and responsible for any and all damages caused to any equipment, materials, or other property of the City or belonging to any third person, and for all injuries (including death) to any person, which are caused by any act or omission of Concessionaire or any Concessionaire Persons (as defined in Section 10, below).

The Manager has the right to bar any employees, personnel, and/or staff of Concessionaire from working at or in the Facilities if the highest standard of professionalism is not met in the Manager’s sole opinion.

D. *Other Concessionaire Responsibilities.* Among other duties and responsibilities of the Concessionaire and without limiting any provision of this Agreement, Concessionaire shall, on or before the Effective Date, provide the City a \$500 refundable security deposit. The security deposit shall be refundable to the Concessionaire upon the termination of this Agreement. However, the City reserves the right to use any or all of the security deposit to perform any upkeep the Facilities may need to restore the Facilities to their same condition, minus normal wear and tear, on the Effective Date. The Concessionaire shall at all times:

1. Leave the Facilities and all property of the City in at least as clean a condition as existed prior to the Concessionaire's entry on to the Facilities. Concessionaire shall immediately report to the Manager any damage to any equipment or other property at the Facilities.
2. Remove from the Facilities all trash and garbage generated by Concessionaire or in connection with the Catering Services and deposit the same in a lawful, appropriate trash or garbage receptacle located outside of the Facilities, to the satisfaction of the Manager.
3. Pay to the City the costs incurred by the City if the City is required to use its personnel or a third-party contractor to provide cleaning services for Concessionaire’s failure to comply with the immediately above paragraphs 1 or 2. Such payment shall be made by Concessionaire within five (5) business days following Concessionaire’s receipt of notice from the City regarding such payment.

4. Cause its owners, employees, representatives, contractors, and subcontractors to act professionally at all times (including, without limitation, no consumption of alcoholic beverages while providing Catering Services hereunder, and no smoking within the Facilities).

5. Conduct all of its Services activities in a manner that (a) does not disturb or interfere with activities or programs being conducted within the Facilities; (b) does not interfere with entry to or exit from a building, structure, or facility; and (c) does not interfere with the flow of pedestrians or vehicular traffic on sidewalks or streets or at places of ingress and egress to and from the Facilities.

6. Keep all of its materials and equipment associated with the Services in a clean and good working condition.

7. Remove from the Facilities or secure all of its equipment and materials within the Facilities following the end of each day of operation. Inside storage of equipment and materials shall require prior written approval from the Manager.

8. Provide menus at Concessionaire's expense.

9. Promote the Facilities at appropriate times and through appropriate mediums and channels.

E. *Prohibitions.*

1. The cooking of food shall be predicated upon proper licensing and other required regulatory approvals. Any damages to facility or equipment will be the responsibility of the Concessionaire.

2. Concessionaire shall not make any changes or alterations to the Facilities without written the prior written consent of the Manager.

Section 4. Facility Responsibilities: Prohibitions

A. *Cleanliness.* Concessionaire is responsible for the overall cleanliness of the Facilities before, during, and after each day of operation. City staff is not required to bus tables or assist with food and beverage service.

B. *Janitorial Service.* Janitorial service will be provided by the City for the adjacent restroom facility, only. All other areas will be the responsibility of the Concessionaire.

C. *Marketing.* The Town will cross promote/market the Concessionaire through social media. The Concessionaire will be allowed to display and distribute promotional collateral materials, printed at Concessionaire's cost.

Section 5. Inspection; Space Sharing; Risks; Release.

A. *Inspection.* The Manager (and other personnel of the City) shall have the right at all times to (i) inspect the food and beverages provided or to be provided by Concessionaire in the Facilities and to reject any such food and beverages which the Manager determines do not comply with the terms of this Agreement, (ii) inspect all equipment, materials, and wares to ascertain proper state of repair and appropriate quality.

B. *Sharing of Space.* Concessionaire and Manager may agree at any time to secure space for Concessionaire to store inventory and equipment. If Concessionaire chooses to store its inventory and equipment, Concessionaire does so at Concessionaire's sole risk, and the City is not and shall not be responsible for any lost, stolen or damaged goods or inventory stored by Concessionaire.

C. *Risks; Release.* **With respect to this Agreement and Concessionaire's provision of Catering Services at the Facilities, Concessionaire does hereby AGREE TO AND ASSUME ANY AND ALL RISKS arising from or out of the Services at the Facilities, including any incident, action, accident, loss, harm, injury (including death), occurrence or activity occurring on or within the Facilities that may affect Concessionaire or any Concessionaire Persons (as defined in Section 10, below) in any manner whatsoever, and does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the City and all Addison Persons (as defined in Section 10, below) from, and do COVENANT NOT TO SUE the City and all Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Damages"), which may be sustained or suffered by Concessionaire or any Concessionaire, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.**

Section 7. Alcoholic Beverages.

A. *Required Permits, Licenses, Registrations.* For Services including alcohol, Concessionaire warrants, represents, and agrees that Concessionaire and all individuals assigned to provide alcohol-related Services will obtain and maintain, at Concessionaire's sole cost, any and all approvals, licenses, filings, registrations and permits required by Texas Alcoholic Beverage Commission ("TABC").

B. *City Approvals and Procedures.* Concessionaire represents, warrants and agrees that alcoholic beverages will be served and sold in connection with its Services only (a) when

service of alcohol has been approved in writing by the City prior to the service, and (b) in compliance with all Applicable Laws and Rules.

C. *Certified Training.* Concessionaire will require that all employees or other personnel of Concessionaire serving alcoholic beverages in connection with its Services have prior TABC certified server training and shall provide proof of training to the City in connection with any of its Catering Services.

Section 8. Services Commission, Payment. Concessionaire shall pay to the City on or before the 10th of each month an amount of 15% of gross monthly receipts for concession revenue and 30% of gross monthly receipts for alcohol revenue, before sales tax, on all sales. Pavilion Rentals will be paid to the town at 30% of the gross monthly receipts for pavilion rentals. Monthly receipts include revenues from all operations of Concessionaire including related equipment rentals from the preceding month for all operations hereunder. The term "receipts" means entire receipts from concessions of every kind, whether on credit or cash, from the business hereunder, not to include sales tax.

The Utility Fees (electricity and water) will be billed to the Concessionaire quarterly. The Utility Fees are due on or before the 10th day of the month following the month during which the Utility Bill was received by Concessionaire.

Should payment not be received on or before the 10th of each month, concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10th day of the month.

Concessionaire shall maintain an adequate set of bookkeeping records, from which the City may readily determine whether Concessionaire is making payments required hereunder. City may inspect and audit the books of account and records at all reasonable times; the time of such inspections and audit to be at the discretion of the City.

Section 9. Insurance.

A. In connection with this Agreement and at all times relevant hereto or in connection herewith, Concessionaire shall acquire and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

1. Commercial General Liability insurance, with combined single limits of not less than \$1,000,000 per-occurrence and \$1,000,000 general aggregate for bodily injury and property damage; \$1,000,000 for personal injury; and a \$1,000,000 annual aggregate for Products/Completed Operations. Coverage must include Contractual Liability and Products/Completed Operations (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Catering Services under this Agreement);
2. Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including Owned, Non-

Owned and Hired Car Coverage. This coverage must be written on a standard and approved ISO form;

3. Liquor Liability insurance with minimum limits of \$2,000,000 per each single occurrence, covering Concessionaire's potential liability to any person, including without limitation its invitees, customers, or any other person, for each Event for which Concessionaire serves or provides alcoholic beverages.

B. With reference to the foregoing insurance requirement, Concessionaire shall specifically endorse applicable insurance policies as follows:

1. The Town of Addison, Texas shall be named as an additional insured with respect to all liability policies (and including, without limitation, to products/completed operations coverage in the Commercial General Liability insurance policy).

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison.

3. A waiver of subrogation in favor of the Town of Addison, Texas, its officers, employees, and agents shall be contained in each policy required herein.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the Town of Addison, Texas of any change in the insurance coverage that would bring such coverage below the minimum amounts required by this Section.

5. 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.

6. 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.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. Concessionaire may maintain reasonable and customary deductibles.

9. Insurance must be purchased from insurers that are financially acceptable to the City and licensed to do business in the State of Texas.

C. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, delivered to Concessionaire and the Town of Addison prior to the commencement of any Catering Services by Concessionaire hereunder (and the same

shall be updated and new certificates of insurance prepared, executed and delivered to reflect the renewal and/or continuing coverage of such insurance), and shall:

1. 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.
2. Specifically set forth the notice-of-cancellation or termination provisions to the Town of Addison.

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

Section 10. **Concessionaire's Indemnity Obligation.** Concessionaire covenants, agrees to, and shall DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas, the past, present and future elected and appointed officials, and the past, present and future officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the said Town of Addison, Texas, elected and appointed officials, and officers, employees, representatives, and volunteers of the Town of Addison, Texas each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, 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 Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i) the Catering Services to be provided by Concessionaire pursuant to this Agreement as described in Section 1, above, (ii) any representations and/or warranties by Concessionaire under this Agreement, (iii) any personal injuries (including but not limited to death) to any Concessionaire Persons (as hereinafter defined) arising out of or in connection with the Catering Services, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Concessionaire or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Concessionaire is legally responsible, and their respective owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Concessionaire Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Concessionaire's liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Concessionaire's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense

costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

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

Section 11. Notice. For purposes of this Agreement, notices 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 overnight. Notice shall be deemed given when received if delivered personally forty-eight (48) hours after deposit in the United States mail if sent by mail and twenty-four (24) hours after deposit if sent by Federal Express or other nationally recognized carrier.

Addresses for the giving of notice are as follows:

To the City:

Town of Addison
5300 Beltline Road
Addison, Texas 75254
Attn: Director of the Department of Parks
and Recreation

To Concessionaire:

MD Circle Café, LLC
1833 Airport Freeway
Bedford, Texas 76021

The addresses and addressees in this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

Section 12. Miscellaneous.

A. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws principles. Each Party hereby submits to the exclusive jurisdiction of the courts in Dallas County, Texas for purposes of any such suit, action, or proceeding hereunder. Each Party waives any claim that any such suit, action, or legal proceeding has been brought in an inconvenient forum or that the venue of that proceeding is improper. Venue for any suit, action, or legal proceeding under or in connection with this Agreement shall lie exclusively in Dallas County, Texas.

B. *Independent Contractor.* In providing or performing Catering Services, Concessionaire is an independent contractor, and nothing in this Agreement creates, nor shall be construed to create, an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow Client to exercise discretion or control over the manner in which Concessionaire performs the Catering Services which are the subject matter of this Agreement. Concessionaire is solely responsible for all labor and expenses in connection with its Catering Services provided under or in connection with this Agreement, and for any and all damages, injuries, liability, or other harm of whatever nature caused by, arising out of, or resulting from any act or omission of Concessionaire or of any Concessionaire Persons (as defined in Section 10, above).

C. *Assignment; No Third Party Beneficiaries.* Concessionaire 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, which may be withheld in the City's sole discretion. Any Conveyance of any kind or by any method without the City's prior written consent shall be null and void.

Any Conveyance approved by the City shall be expressly subject to all of the terms, conditions and provisions of this Agreement. In the event of any such Conveyance approved by the City, Concessionaire shall obtain a written agreement (the “Assumption Agreement”) from each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed whereby each such assignee, transferee, buyer, pledgee, or other person or entity to whom this Agreement is otherwise conveyed agrees to be bound by the terms and provisions of this Agreement.

This Agreement shall be binding on and inure to the benefit of the Parties, their respective permitted successors and permitted assigns. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

D. *Entire Agreement; Changes and Amendments.* Except as otherwise provided in this Agreement, this Agreement represents the entire and integrated agreement between the City and Concessionaire with regard to the matters set forth herein and supersedes all prior negotiations, representations and/or agreements, either written or oral. Except as otherwise provided in this Agreement, this Agreement may be amended only by written instrument signed by authorized representatives of each of the City and Concessionaire.

E. *Severability.* The terms, conditions and provisions of this Agreement are severable, and in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement; and in lieu of such severed provision there shall be added automatically as a part of

this Agreement a provision as similar in its terms to such void, illegal, unenforceable, or conflicting provision as may be possible and that will be legal, valid and enforceable.

F. *Incorporation of Recitals, Exhibits.* The Recitals to this Agreement set forth above, and all exhibits referenced herein and/or attached hereto, are incorporated herein and made a part of this Agreement for all purposes.

G. *No Waiver of 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.

H. *Remedies; Waivers.* 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. All waivers must be in writing and signed by the waiving Party.

I. *Headings; Includes.* The section and subsection headings contained herein are for convenience only and shall not be used in interpretation of this Agreement and are not intended to define or limit the scope of any provision of this Agreement. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

J. *Authorized Persons.* The undersigned representatives of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

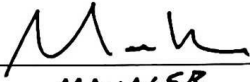
SIGNATURE PAGE TO FOLLOW ON NEXT PAGE

EXECUTED to be effective as of the Effective Date as described herein.

TOWN OF ADDISON, TEXAS

CONCESSIONAIRE

By: _____
Wesley S. Pierson, City Manager

By:  _____
MANAGER

Date of signing: _____

Date of signing: 6-14-21

EXHIBIT B

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EXHIBIT B



Town of Addison
Request for Proposal

Concession Services for Addison
Circle Park Pavilion

Bid # 21-85

Issue Date: March 24, 2021
Due Date: April 15, 2021

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the Town of Addison, Texas, for:

Concession Services for Addison Circle Park Pavilion Kitchen

File with Wil Newcomer Purchasing Agent, Finance Department, 5350 Beltline Rd.

Addison, TX 75019. Proposals received later than **2:00 p.m. on April 15th** will not be considered.

A copy of this Request for Proposal (RFP) may be obtained from Bid Sync at <http://www.bidsync.com>

The Town of Addison reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The Town of Addison assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Town of Addison further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 24nd day of March

Wil Newcomer
Purchasing
Agent 972-450
7091

Background Information

Addison Circle Park (ACP) is a 10-Acre regional park located at 4970 Addison Circle in Addison, Texas. The park is owned and maintained by the Town and is located in the Addison Circle District. The park hosts national and regional recognized events such as Taste Addison, Kaboom Town and Oktoberfest. The park also hosts third party events such as 5K Runs, daily fitness classes and other programmed activities. Large lawn areas for gathering, walking paths, a splash pad and a water gardens attract daily visitors looking for fun and relaxation. ACP is adjacent to the DART Transit Center, which will include a stop for the DART Light Rail Silver Line which is currently being constructed.

The Pavilion is located at the northeast corner of the park adjacent to Quorum Rd. roundabout which contains Addison’s most significant public art installation, Blue Prints, which was designed by artist Mel Chin and landscape architect Michael Van Valkenburgh. The modern architecture pavilion was designed by Cunningham and Associates and is located next to an interactive fountain that functions as a splash pad and at the top of the hour plays a song choreographed to music and color changing lights in the evening hours. Free Wifi, tables and chairs are provided for pavilion users. This RFP includes use of the following items located within the Pavilion - kitchen, grease trap and covered patio. The concessionaire will also have shared access to a public restroom at the pavilion.



Figure 1 – Addison Circle Park Site Plan

Purpose and Background

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the Town of Addison. The Town is seeking, and will select, a concessionaire that best demonstrates the ability to provide innovative, affordable and reliable products and services to park patrons. The Town wishes to increase the amount of time people use the park, attract more users to the park and positively influence the Addison Circle District. One component in realizing this goal is through concession offerings at Addison Circle Park. This RFP covers operating concession services through the concession building located at the northeast end of Addison Circle Park. Applicants are encouraged to tailor concession offering products that would fit typical park users that come to Addison Circle Park and to offer products that may draw people to or encourage them to return to the park. Typical daily park patrons include participants in yoga, bootcamp and other fitness classes, participants in programmed activities, families enjoying the splash pad, trail users / walkers and people walking by the park to commute.

In addition to typical concession merchandise offerings could also include picnic baskets / boxes, smoothies, charcuterie boards and beverages. Seasonal offerings should also be considered and included in the proposal. The concessionaire may also propose renting out park equipment such as games, chairs, hammocks etc. The proposal may include the sale of beer and wine but this would require approval by Town staff and would require the proper permitting be followed. The concessionaire may also rent out the pavilion's covered seating area for parties and gatherings as a source of revenue generation.

The Town will grant access to the selected concessionaire to use the concession building, grease trap and covered patio as illustrated in Figure 2

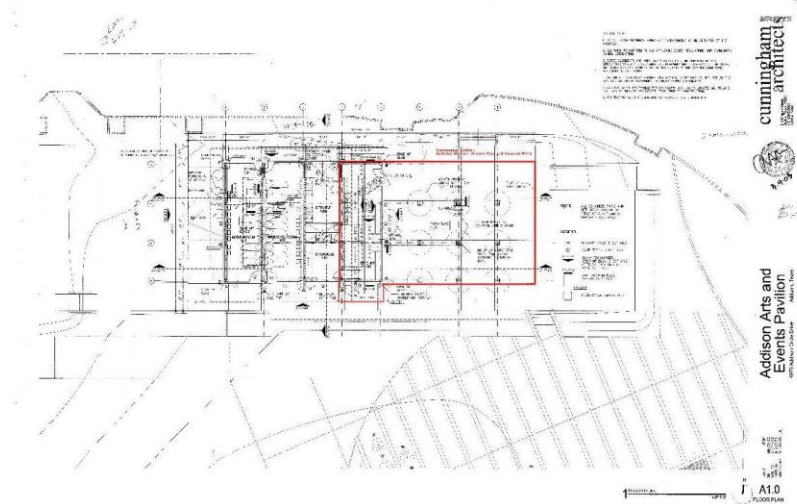


Figure 2 – Concession Limits (Enlargement provided in the Appendix of this document.)

The Kitchen is equipped with the following equipment:

Insert list of Kitchen Equipment:

Quantity	Equipment	Manufacture / Model Number
----------	-----------	----------------------------

1	Portable Ice Bin	Lakeside
2	Portable Rolling Tables	
1	Hand Sink	Advanced Taboo
1	Three Compartment Sink	
2	Stationary Tables	
1	Commercial Refrigerator	Traulsen Model #RHT132WUT-FHS
1	Commercial Refrigerator	Traulsen Model #RR132HUT-FHS
1	Table Warmer	Duke Model # EP4CBSS
1	Warming Drawers	Model #HDS-2

Performance Schedule

Concession Agreement award(s) will be for a two-year period with an option by the City to renew the agreement with the concessionaire on an annual basis for an additional three years. The Town reserves the right to approve or disapprove any proposed business activity. The Town will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

If you are awarded the Agreement for Concession Services at the Addison Circle Park Pavilion, concession rights may NOT be sold, transferred or given to anyone else without full disclosure to the Town of Addison and without obtaining prior written permitting from the Town.

In order to provide concession services, use of the Pavilion's Kitchen, Grease Trap and Covered Patio will be extended to the concessionaire and is offered on an as is basis.

It is the responsibility of the applicant to visit the facility and verify that adequate water and electrical service is available to support any additional equipment and service they intend to operate. Any suggested modifications or improvements shall be at the sole expense of the successful bidder and will require advance written approval from the Town of Addison.

In consideration for the right and privilege to conduct business within Addison Circle Park at the Concession / Pavilion, the vendor must compensate the Town of Addison a Concession Fee an amount to be proposed in the RFP application process. Possible examples:

- a flat Concession Fee payment
- or a monthly Concession Fee payment of a percentage of gross monthly receipts
- other

Suggested payment amount and timeline details need to be defined within the concessionaire's submitted RFP.

Note: A Concessions Agreement provides an on-site vendor the right to be included in the three major Special Events held by the Town. Special Event involvement may not necessarily be at the Park Pavilion. The location may be modified for the duration of the event to accommodate Special Event footprint needs of the event organizer. The concessionaire may be asked to provide products that fit the theme of the event.

The Covered Patio is used for early morning and early evening yoga classes offered by Addison Outdoors. The Town will provide the concessionaire with a seasonal schedule of classes and will work with the instructor to make any needed minor modifications to the class schedule.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of your concession agreement:

1. Town of Addison Certificate of Occupancy

- The concessionaire/contractor shall obtain and maintain for the duration of the agreement, a Certificate of Occupancy for the Concession Building and have the business registered with the Town of Addison.
 - Certificate of Occupancy Information: <https://addisontexas.net/econ-dev/register-my-business>
 - Business Registration Information: <https://addisontexas.net/econ-dev/register-my-business>

2. Insurance Coverage and Proof of Policy

- The concessionaire/contractor shall obtain and maintain for the duration of the agreement, policies of comprehensive general liability insurance with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Texas.
- A \$2,000,000 products/completed operations aggregate is also required for contractors that prepare food.
- The insurance policy shall be written on an occurrence basis.

The Town of Addison shall be named as Additional Insured and a copy of the Additional Insured Endorsement naming the City as Additional Insurance shall be attached to the Certificate of Insurance. The Certificate of Insurance and Additional Insured Endorsement shall be filed with the City a minimum of two weeks prior to the contractor providing services.

3. Health Permit

- It will be the contractor's responsibility to contact, arrange and comply with specific Health Department requirements. A copy of an Addison Health Department permit must be provided prior to opening. It is the responsibility of the Vendor to verify adequate water, restroom and electrical service is accessible to support the equipment they intend to operate at a particular location. Any modifications or improvements to concession area(s) shall be at the sole expense of the successful vendor and will require advance written approval from the Town of Addison. For more information contact Sandra Long, Environmental Health Manager Town of Addison 972-450-2821 or slong@addisontx.gov.

4. Permitting and Zoning Entitlements for the Sale of Alcoholic Beverages

- If the concessionaire / contractor intends to sell alcoholic beverages, it will be the concessionaire / contractor's obligation to apply for approval of a Special Use permit from the Town, and shall obtain all necessary permits, and pay all associated permit and license fees required by the Texas Alcoholic Beverage Commission and the Town. Alcoholic Beverage sales shall be limited to on-premise consumption only and the concessionaire / contractor must achieve at least sixty percent (60%) of their gross revenues from the sale of food.

5. Contract Agreement (Not Lease)

- The contractor understands and agrees the Town will only grant concessions by contract and not by lease. Concession Agreement(s) will only confer permission to occupy and use the premises described for concession

purposes. A successful contractor's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. Town of Addison will only grant successful contractors an individual, revocable and non-transferable privilege of use in the premises for the concession granted. A sample, "Agreement for Concessions" is included for review.

6. Concession Fee

- Concession Fee is required, with an amount and payment schedule to be determined through the RFP process. Concession agreements could have a concession fee structure of: payments twice per season, due the 1st day of the contract and mid-season; and others have been a monthly percentage of all sales and services, paid monthly.

Submittal Requirements

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

Proposals must include the following:

1. A description of the proposed equipment to be used for operation designating existing Town of Addison equipment that will be used and designating additional equipment that will be provided by the concessionaire;
2. A complete list and description of all product(s), services and seasonal offerings you intend to offer; Offerings, strategies and materials that use Addison businesses must be identified in the list.
3. A list of pavilion reservation rates offered and listing of any party packages that might be offered.
4. Visual aids/pictures describing business operations, proposed signage, menu boards and service equipment;
5. Detailed information on the prices proposed for each service or product and any variation for non-routine services inclusive of Texas sales tax and any other applicable governmental charges;
6. Days and hours of operation; A brief overview of bidders' professional history that conveys their expertise and experience with the activity or service proposed;
7. A minimum of three references each for the following categories: business operations; financial stability; and customer satisfaction;
8. A statement outlining proposed compensation to the Town of Addison and how the payment schedule will be structured, and the company's documentation and reporting process for revenues and expenditures. Standard percentage based remittance ranges from 15-40% of gross receipts, before sales tax;
9. Tenant improvements – list any and all desired improvements. Include items such as power, water, security, and restroom needs, service area enhancements, customer seating, signage, storage, etc.;
- It is to be understood that the **Pavilion's Kitchen, Grease Trap and Covered Patio is offered as is** and any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval by the Town. All improvements shall become the property of the Town of Addison upon completion of installation; provided the vendor shall be entitled to utilize the modifications and improvements in accordance with this

Agreement while this agreement is in effect.

10. A description of on-site storage needs, if any.

11. Concessionaires history operating similar facilities. List length of experience, locations, and services offered.

- Applicants are encouraged to visit the site prior to submitting a proposal. The facility can be viewed at the pre-bid meeting:
April 7, 2021 at 10:00 AM
- The successful bidder will be expected to abide by all State laws, County laws, Town Addison ordinances, and all business licensing requirements, Town of Addison insurance requirements, and State of Texas Department of Public Health Food Service requirements.
- The Town of Addison reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.
- All proposals become the property of the Town of Addison.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 10MB.
2. If paper proposals are being submitted, they must consist of one original and one copy.
3. Please include your name, business name, business address, email address, phone number and fax number.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
5. The proposal must be signed by an official who is legally authorized to bind the organization.
6. Complete, sign and submit all RFP forms provided by the Department.
7. To be evaluated, a proposal must address all of the requirements contained within this RFP.
8. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the RFP process, scope of work or evaluation process must be submitted in writing and should be addressed to Wil Newcomer, wnewcomer@addisontx.gov

Submittal Instructions: Proposals must be received by no later than 2:00 p.m. on xxx

Submittal Deadlines

The department's proposed schedule for review of the RFP's submittals and final selection of the contractor is as follows:

Issue RFP	March 24, 2021
Pre-Bid Meeting	April 7, 2021 10:00 AM
Deadline to Submit Proposal	April 15, 2021 2:00 PM
Staff Review Proposals	April 15-26, 2021
Agreement with Concessionaire Drafted	April 26 – May 13, 2021
Concession Agreement for Council Consideration	May 25, 2021

Selection Criteria

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation the City Council.

The criteria contained within the Submittal Requirements section above will be used to evaluate RFP submittals. Evaluation/review will be of proposals which:

1. Answer and complete the requirements detailed within;
2. Provide the best and most days and hours of operation;
3. Provide the best products and services to be offered to the public – prices, quality and nutritional value;
4. Provide products and services which are complimentary to the existing uses of the park and its business neighbors;
5. Provide products, services and / or materials that utilize other Addison businesses.
6. Provide the most concession experience and meet or exceed the minimum number of positive business references required;
7. Meet professional appearance, quality of unit/business, and character/theme attributes;
8. Meet licensing and insurance requirements;
9. Provides satisfactory concession fee to be paid to the Town of Addison for the proposed business operations.

Selection Process

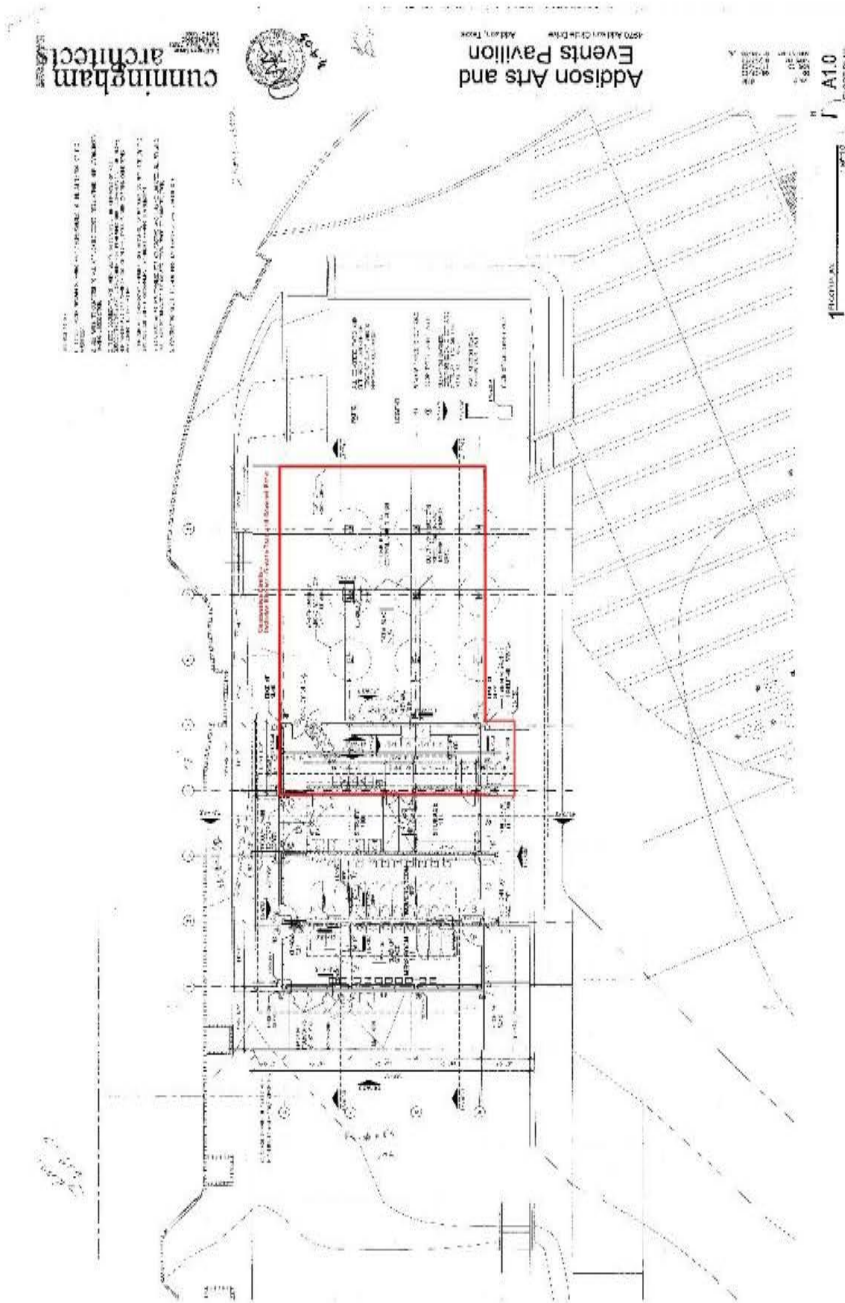
A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.

Prior to the commencement of work, the City and the selected vendor will meet to settle contract details. A letter notifying the vendor of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the vendor in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Contract

Upon award the Vendor and the City will execute a standard Agreement with the Town of Addison. A sample has been provided in Attachment A for reference.

Figure 2 Enlargement
CONCESSION LIMITS



**Addison Circle Park
Kitchen & Pavilion
Concession Services**



ADDISON

Proposal Overview



The Concept

Kelcher Entertainment Group, doing business as MD Circle Cafe, LLC, proposes branding the Kitchen & Pavilion at Addison Circle Park as the Circle Cafe.

Hours of Operation*

Monday – Friday 4 pm - 9 pm

Saturday – Sunday 10am - 9 pm

*Vendor will work with staff to expand weekday hours to respond to demand.

Payment Methods

Vendor will provide point of sale services and tills to handle credit and cash payments.

Revenue Split

Concession Revenue	15% to the Town
Alcohol Revenue	30% to the Town
Rental Revenue	30% to the Town

Proposal Overview

Descriptions

EATS

PIZZA	\$7.00
WINGS	\$7.00
WRAPS	\$7.00
SALAD	\$7.00
SANDWICH	\$7.00
FRUIT	\$3.00
CHEESE PLATE	\$7.00
HUMMUS	\$7.00
VEGGIE TRAY	\$7.00

COMBOS

ALL COMBOS INCLUDE A FOUNTAIN DRINK & CHIPS OF YOUR CHOICE

#1 SANDWICH COMBO	\$10.00
#2 WRAP COMBO	\$10.00
#3 CHICKEN NUGGETS	\$8.00
#4 HOT DOG	\$7.00

SNACKS

SNO CONE	\$3.50
ICE CREAM BARS	\$2.00
ICE CREAM CUP OR BOMB POP	\$2.00
CANDY BARS	\$2.00
COTTON CANDY	\$2.00
GRANDMA'S COOKIES	\$2.00
CHIPS	\$2.00
PICKLE	\$1.00

DRINKS

GATORADE	\$3.00
BOTTLED WATER	\$2.00
FOUNTAIN DRINK	\$2.00
WINE	\$7.00
BEER	\$4.00
FROZEN COCKTAILS	\$7.00



The Menu

The menu is based on successful sales at other similar concessions which Kelcher Entertainment Group operates and is viewed as a base to build from. The vendor will monitor and adapt the menu to fit the needs of Addison Park Users. For example, once demand grows early morning hours may be offered and coffee would be added to the menu.

Rentals

Vendor will also rent the pavilion for private parties and work with the Parks Department to offer games that would compliment park use.

Special Events

The vendor understands that the pavilion will be used by the Town during special events.

**WE WORK HARD, SO
YOU DON'T HAVE TO**



Equipment

Concessionaire will utilize existing equipment that is located in the kitchen and will supplement their needs by purchasing equipment or utilizing equipment they have in stock.

Staffing

Because of their structure Kelcher Entertainment Group has the ability to deploy trained staff when and where necessary.

Permitting & Other Requirements

Vendor has experience meeting RFP requirements such as
Certificate of Occupancy
Proof of Insurance
Health Permit
Sign Permit
Special Use Permit
TABC

A BULK OF SERVICES



THE CIRCLE CAFE

THE CIRCLE CAFE

EFFECTIVE PROCESS MANAGEMENT

One of the core strengths of Kelcher Entertainment Group is its ability to do everything in-house. This means faster product delivery and quality products and service on call. K.E.G. also employs a team of marketing professionals and graphic designers capable of maintaining a Facebook page for The Circle Cafe if necessary.

We have the ability to facilitate concession equipment anytime, anywhere. Our internal network of suppliers, storage and delivery vehicles keep our points of sale fully stocked, producing visible results. Our image and reputation is very important to us, and it shows in the quality of our work ethic and products. Our staff is both TABC qualified and food handling certified.

- **City Council action on the Agreement June 22, 2021**
- **Permitting begins June 22, 2021**
- **Mobilization of equipment will begin by July 20, 2021**
- **Concession Services offered to Park Users July 27, 2021**



www.Kelcher.com

KELCHER ENTERTAINMENT GROUP



PROPOSAL FOR CONCESSION SERVICES FOR CONCESSION SERVICES FOR ADDISON CIRCLE PARK PAVILLION KITCHEN

SOLICITATION 21-85

ATTN:

Wil Newcomer

4970 Addison Rd
Addison, Texas 75001



CONTACT

Address

Kelcher Entertainment Group
1833 Airport Freeway
Bedford, TX 76021

Phone & Fax

Phone: + 214-577-4900
Mobile: + 214-577-7171
Fax: + 972-829-8910

Online

Email 1: Mark@Kelcher.com
Email 2: info@Kelcher.com
Website: www.Kelcher.com



KELCHER ENTERTAINMENT GROUP

PROPOSAL FOR CONCESSION SERVICES FOR SOLICITATION 21-85

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**WE WORK HARD, SO
YOU DON'T HAVE TO**



A COMPANY WITH EXPERIENCE

Kelcher Entertainment Group began its concessionaire business circa 1995 with their first client, The Deep Ellum Arts Festival. Since this initial foray, K.E.G. has become one of the top contenders in the concessionaire industry serving the DFW area. K.E.G. has successfully catered hundreds of events ranging from crowds of 15,000 to 150,000 people.

In May 2014, K.E.G. was awarded The City Of Irving Water Park's concession contract for 5 years. This component was an addition to the company's already massive network of sales points for other parks and venues.

Kelcher's superior logistics, flexibility and ability to deploy staff when and where necessary, and understanding of supply and demand created an unprecedented sales record for Irving. The volume of concession sales surpassed the entire volume of sales from the previous year's contract. K.E.G. achieved this feat in under **2 months of operations.**

K.E.G. provides the necessary infrastructure to deliver the highest quality products and outstanding service to your guests. We work with established suppliers who deliver the best concession products available.

We have the ability to design a line of products that meet the wants and needs of the patrons while simultaneously reflecting the The City of Addison's image within your branding guidelines.

With our extensive experience, operational challenges are easily managed within our umbrella of services. With over 200 employees on staff, suppliers, trailers, storage, concessions stands, tents, tables, point of sale system, and TABC knowledge, we can easily meet your concession requirements.

Our capabilities, resources, and knowledge will make for an easy pairing for Addison Circle Park Pavillion Kitchen if selected as your concessionaire. K.E.G. is motivated, ready, and adequately equipped to serve Addison with pride and dedication.



WHEN WORK BECOMES A A LIFETIME PASSION

Kelcher Entertainment Group is a direct result of the efforts of twin brothers Mark and Dirk Kelcher. In tandem, they have successfully opened and managed over 30 restaurants, bars and cafés.

Their humble beginnings date back to 1994, now with over 20 years of restaurant and concession experience under their belt, they have the ability to achieve anything.

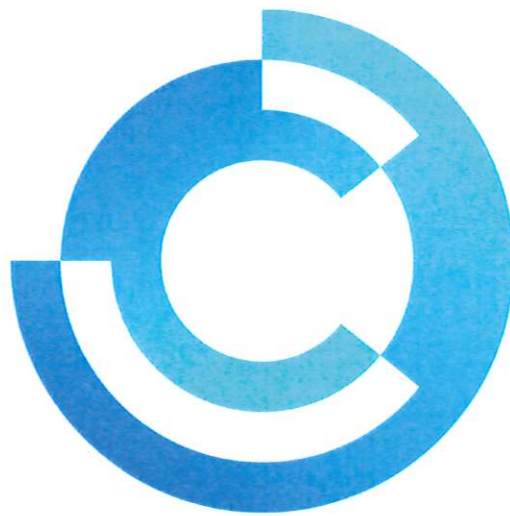
The Kelcher's ability to work off of each other's ideas and understand each other's goals has made them an efficient, respected, and trusted duo to do business with.



**FLEXIBILITY TO THE NEEDS OF BOTH THE CLIENT
AND CUSTOMER IS WHAT MAKES US GREAT**

- Dirk Kelcher

OUR CONCEPT



THE CIRCLE CAFE

Our concept for The Circle Cafe is to provide a venue that serves visitors of Addison Circle park meals, snacks, drinks, and health conscious items. The logo marries the “double C” in the title as well as the styling of the “Blueprints of Addison” sculpture

located right in front of the cafe. Additionally, the branding for Circle Cafe is the traditional blue tones that Addison currently uses, and has used in the past.

001. // THE CHALLENGE

Addison Circle park is wanting to make use of the Park Pavillion Kitchen. The requirements are to provide a venue that will serve as concessions for the park, as well as a small venue space rentable for gatherings, parties and events.

The kitchen must provide professionally trained staff, operate during ideal park hours and annual events.

002. // THE SOLUTION

KEG has a large team of staffing and management capable of handling the needs of Addison Circle Park Pavillion Kitchen. We have the necessary equipment ready to go; Soda Taps, Heated Cabinets, Turbo Chef ovens, and Sandwich Prep Coolers. We can provide quick and easily prepared food items, and provide soft drinks as well as alcoholic beverages.

Additionally, our cross-pollination with our other concessions and restaurants allows us to provide a wide variety of options for park patrons.



Pavillion Concept

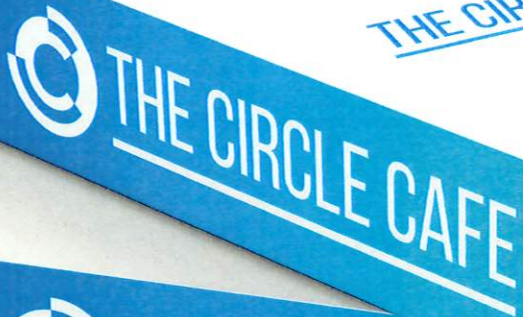
While we do want a degree of signage for brand recognition, we are aware of Addison's rules and regulations for signage. Subtle and classy is the image we wish to portray.

MENU CONCEPT

Addison residents are active, health conscious, and love outdoor events. We plan to provide traditional tried and true items such as Pizza and Sno Cones, as well as more wholesome options like Salads, Fruit, Smoothies, and sandwich wraps



A BULK OF SERVICES



EFFECTIVE PROCESS MANAGEMENT

One of the core strengths of Kelcher Entertainment Group is its ability to do everything in-house. This means faster product delivery and quality products and service on call. K.E.G. also employs a team of marketing professionals and graphic designers capable of maintaining a Facebook page for The Circle Cafe if necessary.

We have the ability to facilitate concession equipment anytime, anywhere. Our internal network of suppliers, storage and delivery vehicles keep our points of sale fully stocked, producing visible results. Our image and reputation is very important to us, and it shows in the quality of our work ethic and products. Our staff is both TABC qualified and food handling certified.

WE PROVIDE NOT ONLY FOOD AND DRINK. WE PROVIDE WELL TRAINED **CONCESSION PROFESSIONALS.**

Kelcher Entertainment Group employs an impressive 200+ employees. Many of our staff are regular concession workers who are ready and flexible for the needs of the industry. In addition to this, many of those employees are service industry professionals working at restaurants owned and operated by Kelcher Entertainment Group.

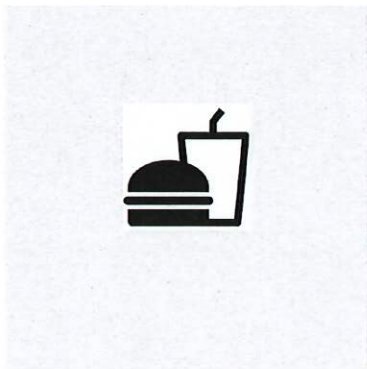
Our wait staff is trained in hospitality, professional restaurant courtesies, proper food handling practices, and are kept up to date on TABC certifications. Our family of employees cross-pollinate across all our endeavours giving us a greater sense of unity that shows in everything we do. Nothing is uncharted ground for us, and we strive for excellence in everything we do.

WHAT WE CAN DO FOR YOU?



PROFESSIONAL STAFFING

All of our staff is proficient in customs and courtesies of the service industry, ready to fill your concession needs.



TOP QUALITY CONCESSIONS

Working with our network of suppliers, we have access to higher quality products, as well as a larger selection.



TABC COMPLIANCE

Kelcher Entertainment Group manages their own liquor licensing if necessary and follows TABC guidelines.



SUPPLY AND DEMAND

With a fleet of over 30 delivery trucks, trailers, and storage facilities, we are capable of meeting any supply need.



BRANDING REPRESENTATION

We have the ability to operate our branding image within the rules and guidelines established by Addison.



INSURANCE COVERAGE FOR ALL NEEDS

We operate under liability insurance policies covering \$1,000,000 to \$5,000,000 for all required coverages.

SOME OF OUR NOTEABLE PROJECTS

Kelcher Entertainment Group has done concessions for thousands of venues and events. To list all of them would be a redundancy, but we would like to highlight some of the key events we have been involved in.



DEEP ELLUM ARTS FESTIVAL

Drawing 1000's of people from across DFW, The free 3-day, Deep Ellum Arts Festival® exemplifies everything that makes this area rock. Experience more than 200 decorative and visual artists selling and commissioning original works, and 150 original bands and performance artists showcasing the newest sights and sounds from 6 different stages and 2 additional performance areas!

Kelcher Entertainment Group successfully met the needs of the concessions demand and was able to implement additional supplies as the festival sales exceeded initial projections.



SMOKED MUSIC & BBQ FESTIVAL

A deliciously curated Music & BBQ Festival that brings the BEST Texas BBQ to the heart of Dallas at Main Street Garden Park.

SMOKED brings the BEST BBQ from all over the Lonestar State to the heart of downtown Dallas! 15+ BBQ joints from across Texas will be firing up their pits and serving savoury samples of smoked goodness: brisket, ribs, pork, sausage and more. Live music and games entertain during the tastings.

Kelcher Entertainment Group is on hand to drive sales and help the event run smoothly.

**GOOD FOOD, GOOD DRINKS,
GOOD TIMES, IT'S
WHAT WE PROVIDE.**





UNTAPPED MUSIC FESTIVAL

The premiere indie music festival draws enthusiasts state-wide. K.E.G. supplied a special menu appealing to the likes of the demographic for this event.



REDBULL FLUGTAG

One of the most unique events that Red Bull hosts, it's a fun dive into the lake as contestants try out their flying machines.



LIGHTS ALL NIGHT

Among the largest electric music festivals in the nation, K.E.G. has the scale to provide concessions for this multi-day festival.



ELECTRIC DAISY CARNIVAL

Made famous for its high energy performers and music, this event demands concessions at a high volume. K.E.G. met this demand.



BLACK EYED PEAS SUPER BOWL PARTY

K.E.G. was contacted to host the official Super Bowl Party for the Black Eyed Peas. Our professional staff was able to meet the needs of 1000's of VIP guests.



REDBULL GRC

K.E.G. has a good working relationship with Red Bull. This is one of many events we do concessions for. Rally Cars, music and good food are always crowd-pleasers.

OTHER EVENTS WE HAVE HOSTED CONCESSIONS

Arlington ISD Football Stadiums
City of Irving Public Pools
NBA all star game Dallas
NBA All Star Game Houston
Super Bowl street party Houston
Big Twelve championship Houston
Bedford Blues Festival
Alliance Airport Ten Year Anniversary
Dallas Jazz Fest
City of Garland Fourth of July
ESPN Super Bowl Party

City of Rowlett Fourth of July
City of Irving Fourth of July
Las Colinas Fourth of July
The Colony Fourth of July
Ft Worth Jazz Festival
Red Bull Soapbox Derby
Cinco De Mayo at Dallas City Hall
Dia De Los Todies
Taco Libre! Music Festival
The HUB Sports Bar Kaboom Town
Maxim Magazine VIP Events
And hundreds more...

CASE STUDY

DEEP ELLUM ARTS FESTIVAL

Kelcher Entertainment Group is tasked with the enormous responsibility of providing concessions for the Deep Ellum Arts Festival for 23 years. The festival draws in a staggering amount of people from all over the DFW area... roughly estimated

200,000 attendees are there annually. Kelcher staff is always on hand to oversee operations, employing adequate management and logistics to see the job to completion. This is a shining example of our ability to adapt and overcome situations on the fly.

001. // THE CHALLENGE

The Deep Ellum Arts Festival of 2015 had 30,000 more visitors than expected during the span of the 3 day event. The influx of visitors created an immediate demand for additional staffing, food and beverage, as well as the management capacity to oversee necessary changes that the situation demanded. Consumption increased and supplies were depleting rapidly and filling the required demand was a serious challenge with the happiness of the client and customers at stake.

002. // THE SOLUTION

We were able to increase staff immediately, allowing us to seamlessly cater to the patrons of the event without any problems or delays in service to the guests. In this particular case of an emergency situation, our staff notified management immediately, assessing the situation and to act accordingly. We were able to deploy our resources instantly to fill in the necessary gaps before they existed. This was due to the speed and diligence of all our team. It's what makes us great.



Deep Ellum

One of the biggest public events Dallas hosts annually. We have a solid working relationship with Dallas and continue to provide concessions for several events.

SALES STATISTICS

Period:
2014 - 2015

Explanation:
A rough overview of the scope that the Deep Ellum Arts Festival generates.



SAMPLE MENU

TIME TESTED FAVORITES FOR EVERYONE TO ENJOY

Descriptions

EATS

PIZZA	\$7.00
WINGS	\$7.00
WRAPS	\$7.00
SALAD	\$7.00
SANDWICH	\$7.00
FRUIT	\$3.00
CHEESE PLATE	\$7.00
HUMMUS	\$7.00
VEGGIE TRAY	\$7.00



COMBOS

ALL COMBOS INCLUDE A FOUNTAIN DRINK & CHIPS OF YOUR CHOICE

#1 SANDWICH COMBO	\$10.00
#2 WRAP COMBO	\$10.00
#3 CHICKEN NUGGETS	\$8.00
#4 HOT DOG	\$7.00

SNACKS

SNO CONE	\$3.50
ICE CREAM BARS	\$2.00
ICE CREAM CUP OR BOMB POP	\$2.00
CANDY BARS	\$2.00
COTTON CANDY	\$2.00
GRANDMA'S COOKIES	\$2.00
CHIPS	\$2.00
PICKLE	\$1.00



DRINKS

GATORADE	\$3.00
BOTTLED WATER	\$2.00
FOUNTAIN DRINK	\$2.00
WINE	\$7.00
BEER	\$4.00
FROZEN COCKTAILS	\$7.00

PAYMENT METHODS

-

CASH

We provide our own tills and money handling services.

CREDIT

We also provide our own point of sale credit services.

PROPOSED HOURS

-

MON - FRI 4pm -9pm
SAT - SUN 10am-9pm

RATES FOR PRIVATE EVENTS

PARTY PACKAGES
\$500 minimum (half day/staffed)

FINANCIAL STATEMENT FOR PRIOR RESTAURANT OPERATIONS.

Kelcher Entertainment Group is responsible for several ventures to include restaurants, bars, and cafés. To focus on just one would not be an adequate representation into the scope of K.E.G.'s revenue. In the section below we have provided an attached letter from our CPA briefly detailing our finances.

NOTEABLE RESTAURANTS AND BARS OWNED BY KELCHER ENTERTAINMENT GROUP



Karey Koon, CPA
Accounting, Consulting & Income Tax Service

April 1, 2021

To Whom It May Concern,

I have been engaged as the Certified Public Accountant for Mark and Dirk Kelcher and their various business enterprises for approximately 25 years. During that time they have operated multiple hospitality companies that have each reported annual sales exceeding \$1.5 million.

Mark and Dirk Kelcher have various investments in residential and commercial rental real estate and apartment complexes with a value, net of related debt, in excess of \$5.5 million. The estimated fair market value of their investments in hospitality companies exceeds \$5 million. Investments in marketable securities and retirement accounts exceed \$500 thousand.

Sincerely yours,

Karey Koon, CPA

P.O. Box 20546
Waco, TX 76702-0546
(254) 717-2821

REFERENCES

Joe Miller (S&M Amusement)	972.841.8850 joeyjeez@yahoo.com
Justin Martinez (Fair Park Concessions)	817.996.9968 1fiesta@sbcglobal.net
Mandy Ferris (NW Mutual)	469.767.6192 msmandylee1@yahoo.com



Nutrition Facts

Serving Size 1 wrap (312g)
Servings Per Container

Amount Per Serving
Calories 490 Calories from Fat 190

	% Daily Value*
Total Fat 21g	32%
Saturated Fat 10g	50%
Trans Fat 0g	
Cholesterol 35mg	
Sodium 1260mg	12%
Total Carbohydrate 55g	53%
Dietary Fiber 8g	18%
Sugars 8g	32%
Protein 26g	

Vitamin A 40% • Vitamin C 35%
Calcium 30% • Iron 10%

*Percent Daily Values are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your calorie needs:

	Calories	2,000	2,500
Total Fat	Less than	65g	80g
Saturated Fat	Less than	20g	25g
Cholesterol	Less than	300mg	300mg
Sodium	Less than	2,400mg	2,400mg
Total Carbohydrate	Less than	300g	375g
Dietary Fiber		25g	30g

Calories per gram:
Fat 9 • Carbohydrate 4 • Protein 4



THE CIRCLE CAFE



STAFF MANAGEMENT PLAN

Kelcher Entertainment Group's staff is divided into a clear cut ranking structure. Our concession staff is managed by supervisors who are mobile and ready to be there on site when needed, or to assist in matters that require real-time problem solving. These duties include making sure the customers are happy and taken care of to keeping everything in stock to meet the demand of the venue.



TIMELINE OF OPERATIONAL DEPLOYMENT

Kelcher Entertainment Group's years of concession and restaurant management allows for quick expedition of resources. We can confidently say that we can have concessions for your venues up and running in a matter of just a few days.

Our staff is trained and ready for quick setups such as this, and we are ready to take on this opportunity with you!

CONCESSIONAIRE REVENUE SPLIT

15% | 30%

Kelcher Entertainment Group is prepared to provide 15% of concession revenue, and 30% of alcohol revenue. We feel this is an amount that is fair for both parties involved, this share agreement of the revenue will allow us to cover our operating costs.

This will empower us to provide the level of service that people have come to expect from K.E.G. over the years.



WWW.KELCHER.COM



THANK YOU FOR YOUR CONSIDERATION

Kelcher Entertainment Group thanks you for taking the time to look into the services we have to offer. We believe that the Park Pavillion Kitchen facility that the City of Addison provides is a fantastic asset for the public and we are excited for the opportunity to foster a working relationship. Your vision paired with our abilities to provide concessions, staff and management to your venue would be a mutual benefit for all.

Sincerely, Mark & Dirk Kelcher.



CONTACT

Address

Kelcher Entertainment Group
1833 Airport Freeway
Bedford, TX 76021

Phone & Fax

Phone: + 214-577-4900
Mobile: + 214-577-7171
Fax: + 972-829-8910

Online

Email 1: Mark@Kelcher.com
Email 2: info@Kelcher.com
Website: www.Kelcher.com

Council Meeting

10.

Meeting Date: 06/22/2021

Department: Development Services

AGENDA CAPTION:

Present, Discuss, and Consider Action on an Ordinance Granting a Meritorious Exception to Chapter 62 of the Code of Ordinances for the Addison Airport Customs and Border Protection Facility, Located at 4545 Jimmy Doolittle Drive, in Order to Exceed the Total Effective Area and the Maximum Allowable Logo Height for Attached Signs. Case MR2021-006.

BACKGROUND:

Construction for the new U.S. Customs and Border Protection Facility at the Addison Airport is nearing completion. A remaining task is the installation of site and building identification signage. To complete this process, Addison Airport staff is requesting a Meritorious Exception to the Town's sign ordinance to install wall signage reflecting occupancy by Addison Airport and US Customs and Border Protection staff.

With this project, Addison Airport staff submitted sign permit applications for four wall signs, which includes two Addison Airport signs and two U.S. Customs and Border Protection signs. One of each of these signs will be located on the western building façade (facing the airfield) and the eastern building façade (facing the Addison Airport Toll Tunnel).

For each attached wall sign, text and logos are limited to 27 inches in height, with up to 50 percent of the text and logos comprising each sign permitted to exceed this maximum height by 25 percent (allowing a maximum letter and logo height of 33.75 inches). All lettering in each of the four proposed wall signs comply with this requirement. For the two Addison Airport wall signs, the blue circle that comprises the background of the Town logo, exceeds this requirement by 50.25 inches for the wall sign on the eastern façade, and 26.25 inches for the wall sign on the western façade.

Additionally, the Town's sign ordinance limits the total effective sign area that can be accommodated on a building. The Town's sign ordinance defines effective area as the area enclosed by drawing a rectangle of horizontal and vertical lines which fully contain all extremities of the sign drawn to scale, including architectural design elements such as decorative bordering, but exclusive of the sign supports. The measurements are to be calculated from the viewpoint which gives the largest rectangle of that kind as the viewpoint is rotated horizontally

around the sign.

For this building with multiple wall signs, the maximum permitted effective area is 200 square feet, and the cumulative effective area for the four attached wall signs is 220 square feet. The proposed signage for this building exceeds the maximum effective area due to the placement of the Town logo on two of the signs.

The applicant is pursuing a Meritorious Exception to the sign ordinance in accordance with the below code provision:

Town of Addison Code of Ordinances, Chapter 62 (Signs)

Section 62-33. – Meritorious exceptions.

(d)(3) The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

For this proposal, staff believes the hardship criteria of the Meritorious Exception requirements is met, based on the following considerations:

1. The signs for this facility are setback over 150 feet from surrounding roadways and reducing the scale of the Town logo would result in lettering that would be very difficult to see from Jimmy Doolittle Drive. On the airfield side of the project, it is equally important to have an appropriately sized sign to help visitors become oriented to their surroundings upon arrival. From an aesthetic standpoint, a much smaller sign would be poorly scaled to this building.
2. In addition to Addison Airport staff, this building is also occupied by a federal agency, US Customs and Border Protection, which requires its own dedication signage in accordance with federal standards. If this agency did not require signage, the proposed signs for this building would comply with the maximum effective area requirement.

For private and public properties served by the Airport, the Town has not historically applied the Town's sign ordinance to airfield facing signs that are not visible from the public right-of-way. Staff supports continuation of this approach; however, it would be best if this practice and other airport specific signage considerations were to be formalized via adoption of a Special Sign District for Addison Airport.

Staff recommends approval of this Meritorious Exception request and will begin drafting an Addison Airport Special Sign District as part of the UDC development process.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Meritorious Exception for the US Customs and Border Protection Facility

Presentation - Meritorious Exception for the Addison Airport US Customs and Border Patrol Facility

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, GRANTING A MERITORIOUS EXCEPTION TO CHAPTER 62 OF THE CODE OF ORDINANCES FOR THE ADDISON AIRPORT CUSTOMS AND BORDER PROTECTION FACILITY, LOCATED AT 4545 JIMMY DOOLITTLE DRIVE, TO EXCEED THE TOTAL EFFECTIVE AREA AND THE MAXIMUM ALLOWABLE LOGO HEIGHT FOR ATTACHED SIGNS; PROVIDING A PENALTY NOT TO EXCEED FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 62 of the Code of Ordinances regulates signage in the Town of Addison; and

WHEREAS, Section 62-33 permits the City Council to approve exceptions to the provisions of Chapter 62 in cases that have obvious merit in not only being appropriate to the particular site or location, but also in making a positive contribution to the visual environment; and

WHEREAS, the City Council has determined that the grant of the meritorious exception contained herein is in the best interest of the public and promotes the visual environment of the Town.

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

SECTION 1. The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

SECTION 2. A meritorious exception to Chapter 62 of the Code of Ordinances is hereby granted to authorize signage that exceeds the total effective area and the maximum allowable logo height for attached signs as depicted in **Exhibit A**, for the Addison Airport Customs and Border Protection Facility, located at 4545 Jimmy Doolittle Drive. No other additional signage is permitted unless it complies with Chapter 62 of the Code of Ordinances.

SECTION 3. Any person, firm, corporation, or other business entity violating any of the provisions or terms of this Ordinance shall, in accordance with Section 62-35 of the Town of Addison Code of Ordinance (Violations), be fined, upon conviction, in an amount of not more than Five Hundred and No/100 Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 4. This Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the City Charter or ordinance.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas, on this the 22ND day of JUNE 2021.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

City Attorney

EXHIBIT A

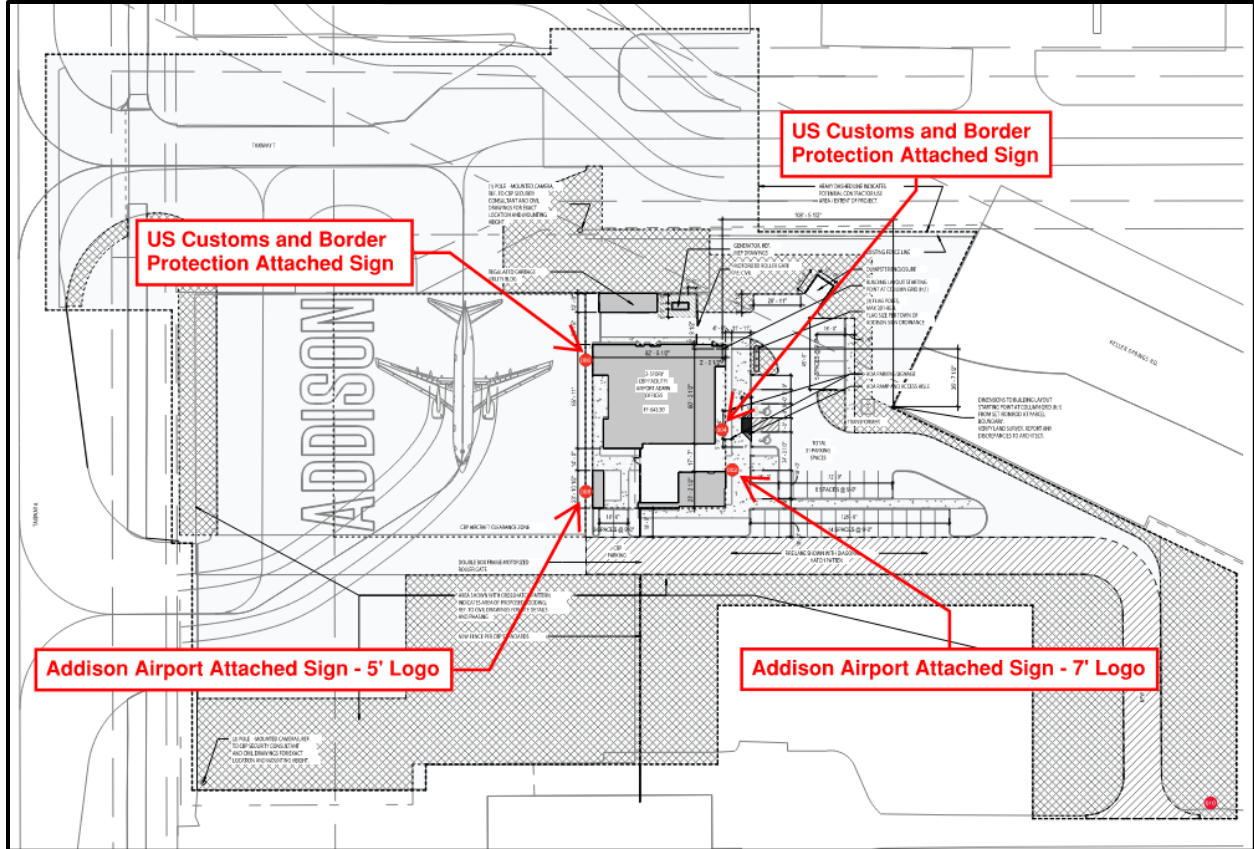


EXHIBIT A

Elevation Scale: 1/16"=1'-0"

7'-0" (width of 'ADDISON')
 1'-10" (width of 'AIRPORT')
 71 1/4" (height of 'ADDISON')
 13'-6" (height of 'AIRPORT')
 74" (total height)

Callouts:
 A: See section A & Detail 1
 B: See section B & Detail 2

Material notes:
 fabricated individual reverse channel letters
 white push-thru acrylic letters
 fabricated metal oak element
 paint C

Side View Scale: 1/2"=1'-0"

4" (height of sign panel)
 4" (height of mounting rail)
 Wall Penetration
 Sign posts, built to order of building. Seal all penetrations with professional water resistant.

Material Description:
 4" deep fabricated aluminum sign panel.
 Disc portion of sign painted (A) Addison Brand Blue and have white halo illumination. 3/4" thick white push-thru acrylic letters 1/2" proud from face.

Font:
 ADDISON 1060

Color:
 PMS 2995C

Mounting:
 Mechanical Hardware Aljona Spacers.
 Seal all penetrations with NP-1 Professional water sealant.

Electrical Coordination:
 Please provide:
 (1) 120V/20A circuit to each sign location

120V
 277V

Power:
 Yes
 No

Ground:
 Yes
 No

Water Seal:
 Yes
 No

This is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

CONSTRUCTION DOCUMENT

SI01.1 - LARGE WALL SIGN / QTY: 1

FSGS
 TOUR TRUSTED SIGN PARTNER

2455 E State Highway 121
 STE 108
 Lewisville, TX 75056
 972-267-3100
 www.fsgsgraphics.com

***** NOTE *****
 Please ensure this drawing is correct in all areas. Double-check spelling, grammar, logo art, colors, sign verbiage and overall design before approving artwork.

MNF: 1525
 Location: ADDISON, TX
 Date: 04.07.21
 ANK: Tim B. 972.267.3100
 ARCH: AIB

File Path

J - JC COMMERCIAL
 FSGS DRAWINGS
 ADDISON AIRPORT
 1525 - Addison CBR Facility_CD 04021.01

CUSTOMER APPROVAL

Approved
 Resubmit

Client/Owner Signature _____
 Date _____

02

Sheet 1 of 3

EXHIBIT A

Elevation
Scale: 1/16"=1'-0"

Elevation
Scale: 1/2"=1'-0"

Material Description:
 4" deep fabricated aluminum sign pan.
 Blue portion of sign painted (Farrow Brand Blue) and have white halo illumination. 3/4" thick white push-thru acrylic letters 1/2" proud from face.
 Letters are 3" individual fabricated channel letters with 1" stand-off; painted (3 Addison Brand Blue) white halo illumination.

Font:
 ADDISON 1060

Color:
 PMS 2993C

Mounting:
 Mechanical Hardware Nylon Spacers.
 Seal all penetrations with WP-1 Professional water sealant.

Electrical Coordination:
 Please provide:
 (1) 120v/208 circuit to each sign location

	<input checked="" type="checkbox"/> 120v
	<input type="checkbox"/> 277v
	<input type="checkbox"/> 480v
	<input type="checkbox"/> 600v

External Power Source:

	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No

4 ARCHITECTURAL EXTERIOR FRONT ELEVATION WEST
 SCALE: 1/8" = 1'-0"

This is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

***** NOTE *****
 Please ensure this drawing is correct in all areas. Double-check spelling, grammar, logo art, colors, sign verbiage and overall design before approving artwork.

CONSTRUCTION DOCUMENT

SI01.1 - SMALLWALL SIGN 1 / QTY: 1

04
 Sheet 1 of 3


FSGS
 TOTAL FABRICATED SIGN FABRICATOR
 2455 E State Highway 121
 STE 108
 FRY, TEXAS 79365
 972-262-2100
 www.fsgsglobal.com

MNH: 1525
 Location: ADDISON, TX
 Date: 04/07/21
 AN: Tm B / 972.262.3100
 Artist: JLB

Job:
 JC COMMERCIAL
 FSGS DRAWINGS
 ADDISON AIRPORT
 1525 - Addison CBP Facility, CO 040221.A1

CUSTOMER APPROVAL:
 Approved
 Resubmit
 Date: _____
 Client/Owner Signature: _____

EXHIBIT A

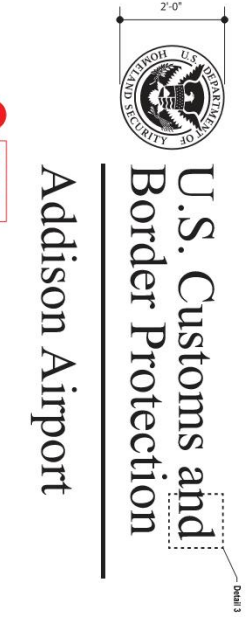


U.S. Customs and Border Protection
Addison Airport

004 Location Rendering NTS

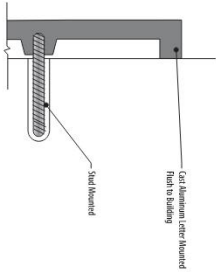
004 LEVEL 1
Elevation 3/16" = 1'-0"

NOTE: Based on 24" Seal Kit



U.S. Customs and Border Protection
Addison Airport

004 Detail 3 NTS



Material Description:
24" SEAL KIT PROVIDED PRIOR TO INSTALLATION

Font: N/A
Color: N/A
Mounting: AS NOTED

Location Elevation Scale: 3/16" = 1'-0"

CONSTRUCTION DOCUMENT 5612 - CBP LOCATION ID / QTY: 11

06

Sheet 1 of 2

FSGS
YOUR TRUSTED SIGN PARTNER

2455 E State Highway 121
Lubbock, TX 79406
972-267-2100
www.fsgsgraphics.com

*** NOTE ***
Please ensure this drawing is correct in all areas. Double-check spelling, grammar, logo art, colors, sign verbiage and overall design before approving artwork.

M/N#: 1525 Location: ADDISON, TX Date: 04/07/21 A/E: Tim B./972.267.2100 Artist: ALB	File Path J - JC COMMERCIAL FSGS DRAWINGS ADDISON AIRPORT 1525 - Addison CBP Facility, CO, 04021.8I
--	---

CUSTOMER APPROVAL


Approved Client/Owner Signature _____
 Resubmit Date _____

EXHIBIT A



006 Location Rendering N.T.S.

2'-0"



**U.S. Customs and
Border Protection**

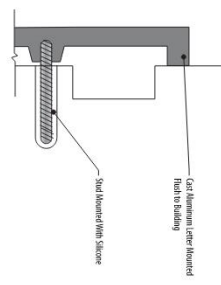
Addison Airport

Detail 4

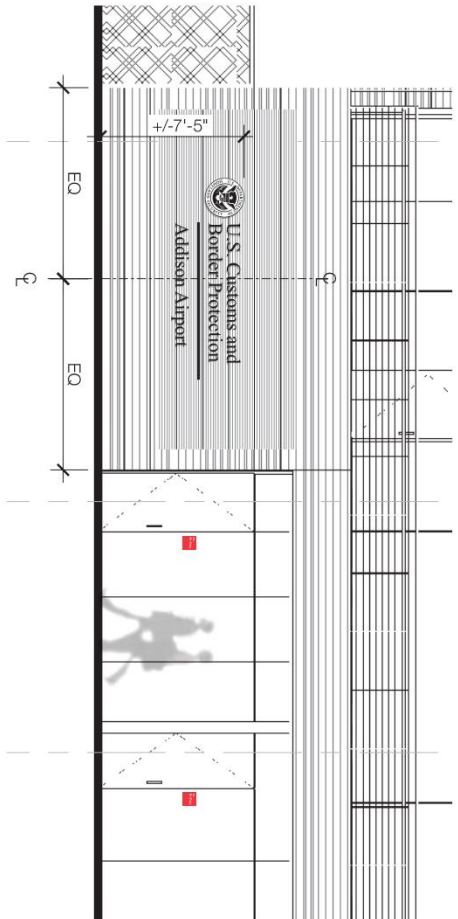
006 LEVEL 1

Elevation Halt Scale

NOTE: Based on 24" Seal Kit



Material Description:
 24" SEAL KIT PROVIDED PRIOR TO INSTALLATION
 Font: N/A
 Color: N/A
 Mounting: AS NOTED



Location Elevation Scale: 3/16"=1'-0"

CONSTRUCTION DOCUMENT

SG12 - CBP LOCATION ID / QTY: 1

FSGS
 YOUR TRUSTED
 SIGN PARTNER

2455 E State Highway 121
 STE 108
 Lewisville, TX 75056
 972-267-3100
 www.fsgsgroup.com

NOTE
 Please ensure this drawing is correct in all areas. Double-check spelling, grammar, logo art, colors, sign verbiage and overall design before approving artwork.

MNF: 1525
 Location: ADDISON, TX
 Date: 04/07/21
 AM: Tim B / 972.267.3100
 ART: JLB

File Path
 Jobs
 ↳ J ↳ JC COMMERCIAL
 ↳ FSGS DRAWINGS
 ↳ ADDISON AIRPORT
 ↳ 1525 - Addison CBP Facility, CD, 04/07/21.ai

CUSTOMER APPROVAL
 Approved
 Resubmit
 Client/Owner Signature _____
 Date _____

07
 Sheet 1 of 2

**Addison Airport
US Customs Building
Meritorious Exception
(MR2021-006)**



ADDISON

Case MR2021-0006 US Customs Building

ADDISON

LOCATION:

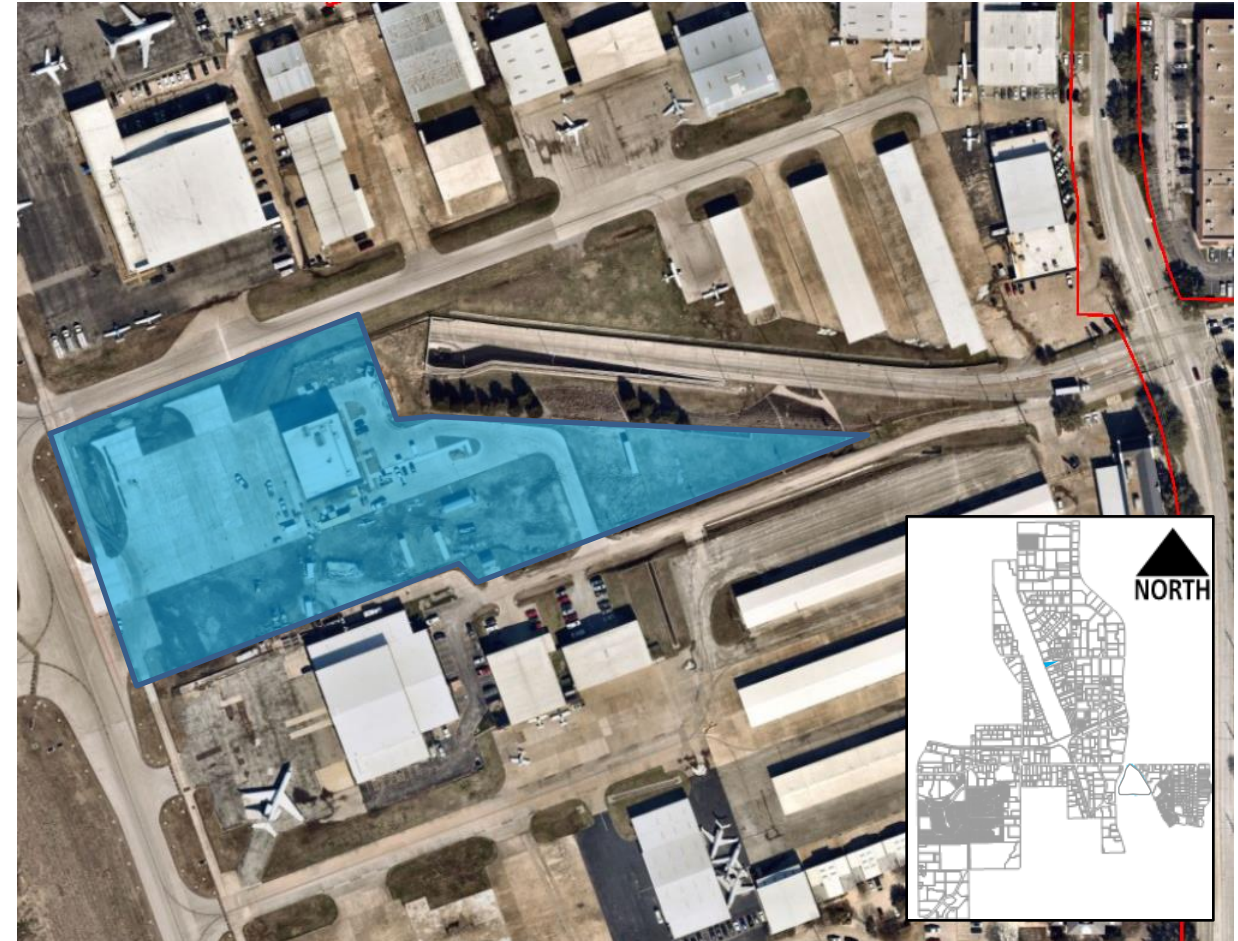
4545 Jimmy Doolittle Drive.

REQUEST:

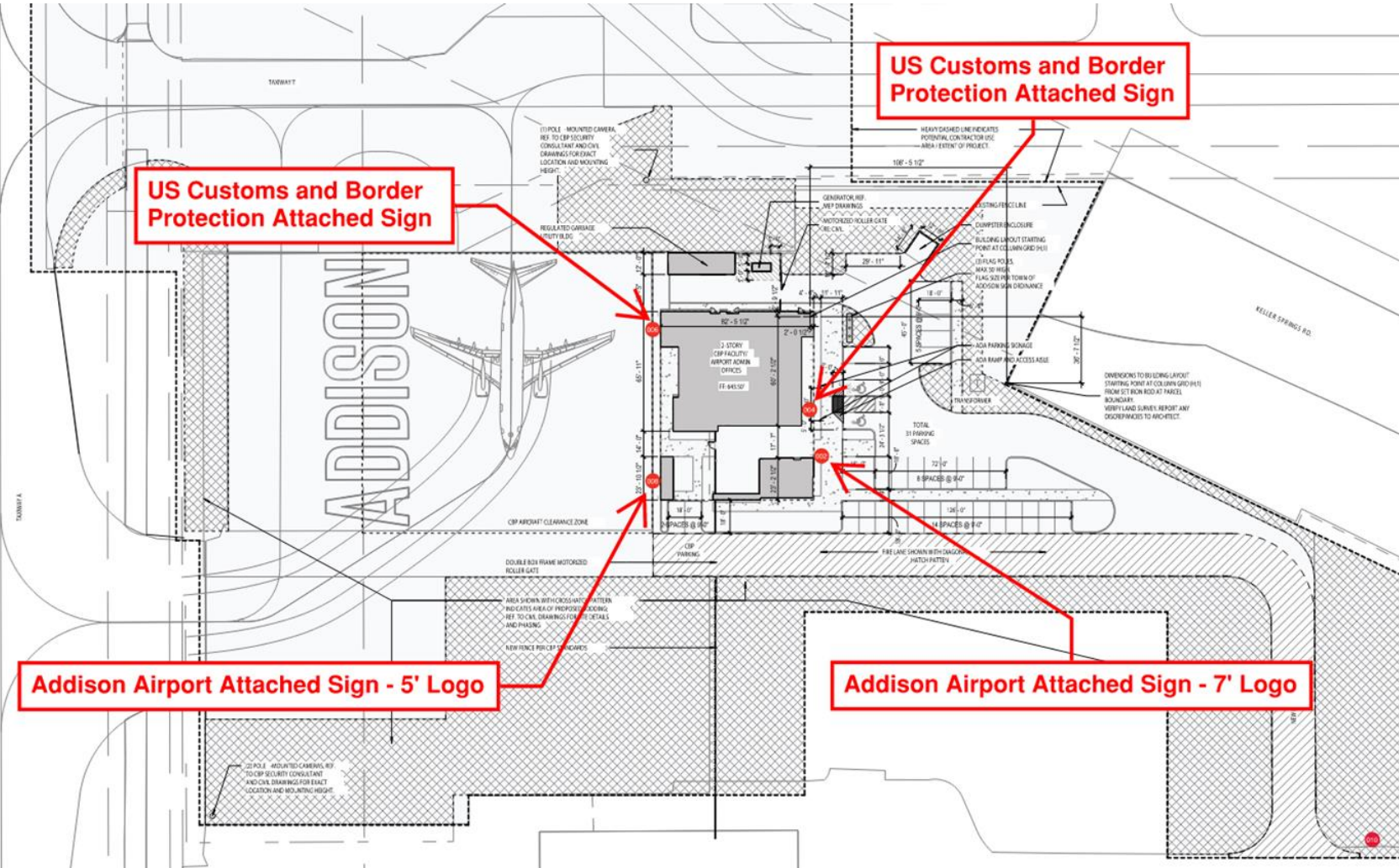
Approval of a Meritorious Exception for attached signs at the Addison Airport US Customs and Border Protection Facility.

ACTION REQUIRED:

Discuss, consider, and take action on the appropriateness of the proposed sign code meritorious exception request.



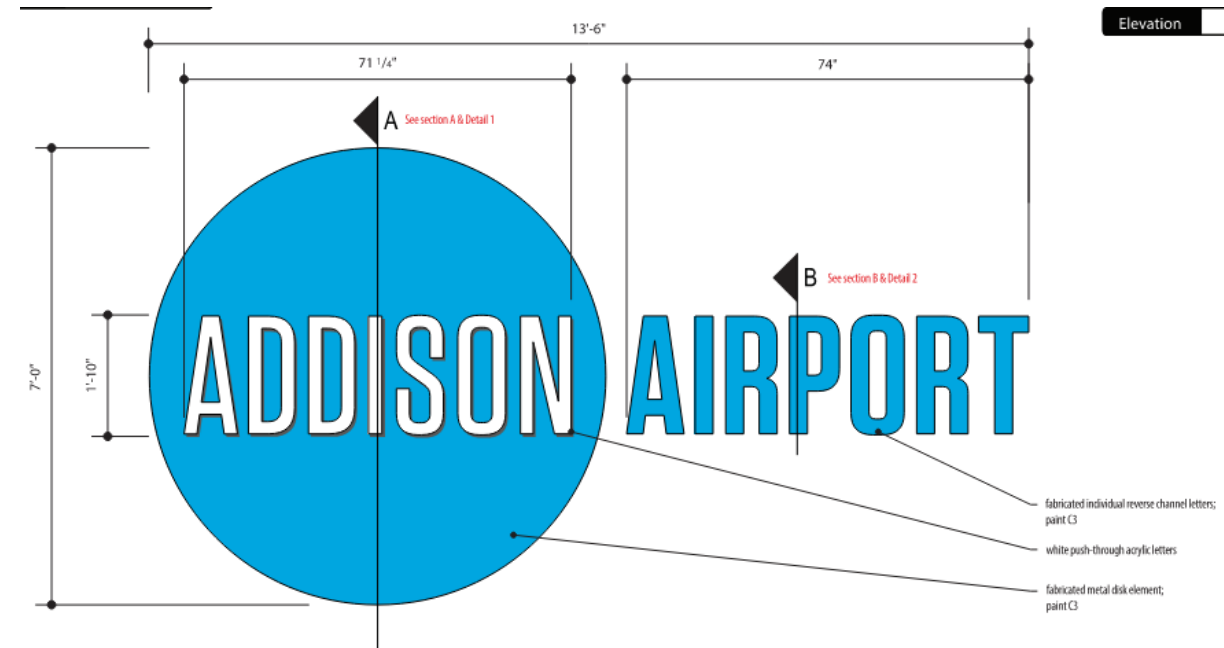
Case MR2021-0006 US Customs Building



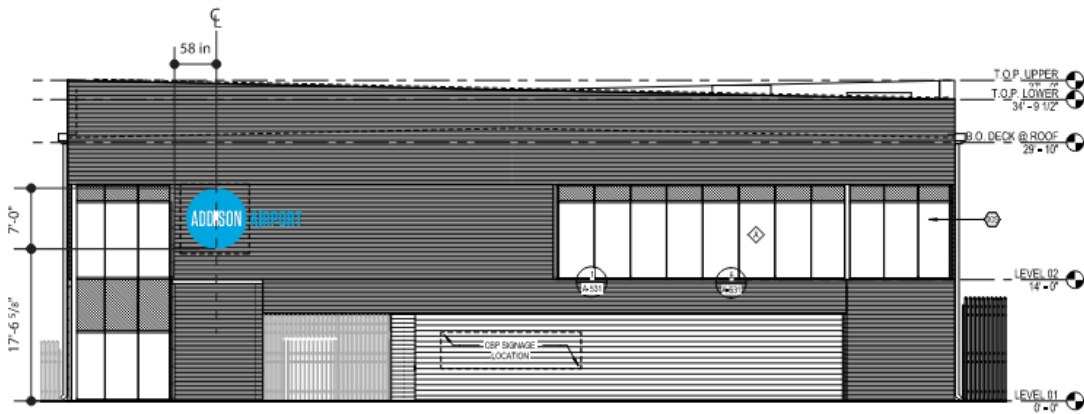
Attached Sign Locations

SIGN CODE COMPLIANCE ISSUES:

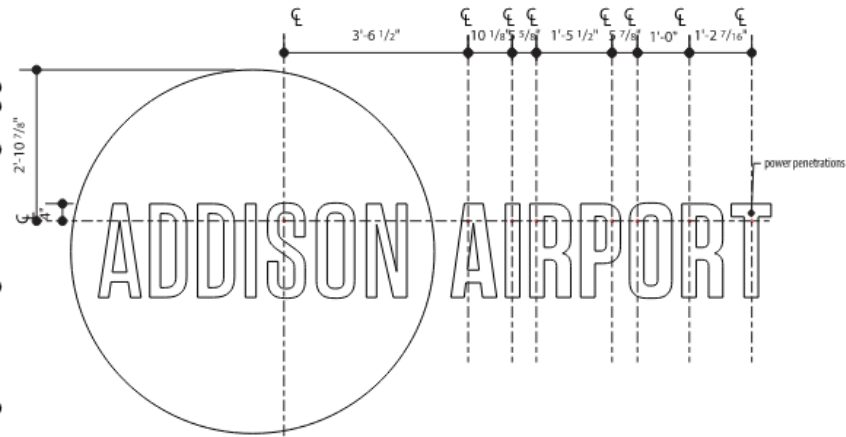
- **Maximum Logo Height**
 - Two signs with Addison logos (5 ft and 7 ft in height)
 - Maximum permitted logo height is 33.75 inches
- **Sign Effective Area**
 - Effective area inclusive of four attached signs is 220 square feet
 - Maximum permitted effective area is 200 square feet



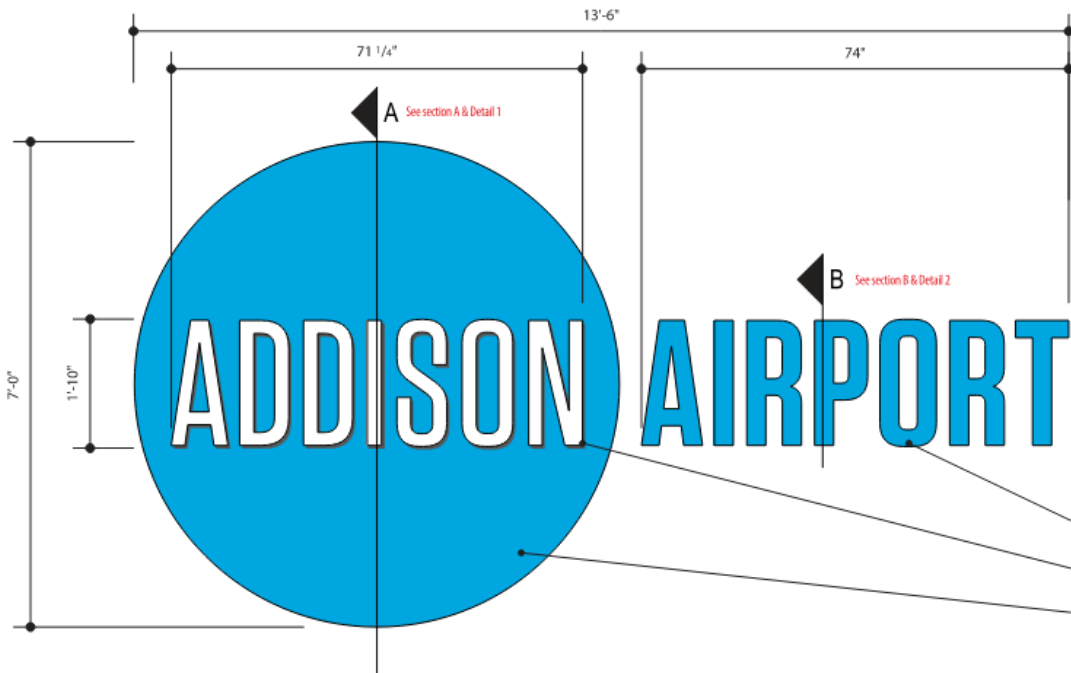
Case MR2021-0006 US Customs Building



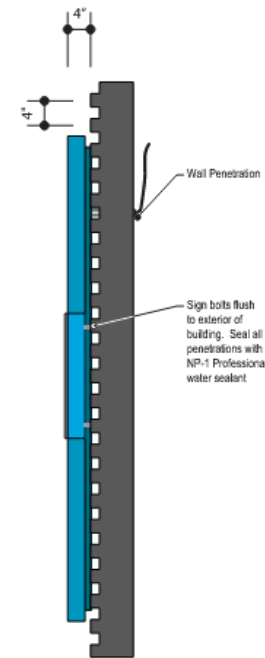
Elevation Scale: 1/16"=1'-0"



Elevation Scale: 3/8"=1'-0"



- fabricated individual reverse channel letters; paint C3
- white push-through acrylic letters
- fabricated metal disk element; paint C3

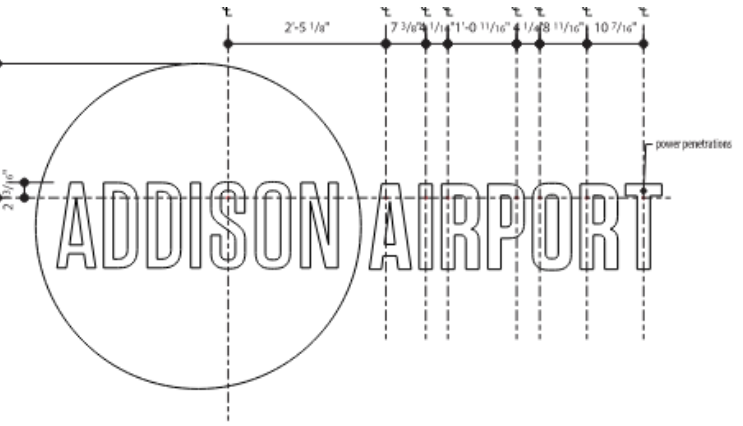


Eastern Facade

Case MR2021-0006 US Customs Building

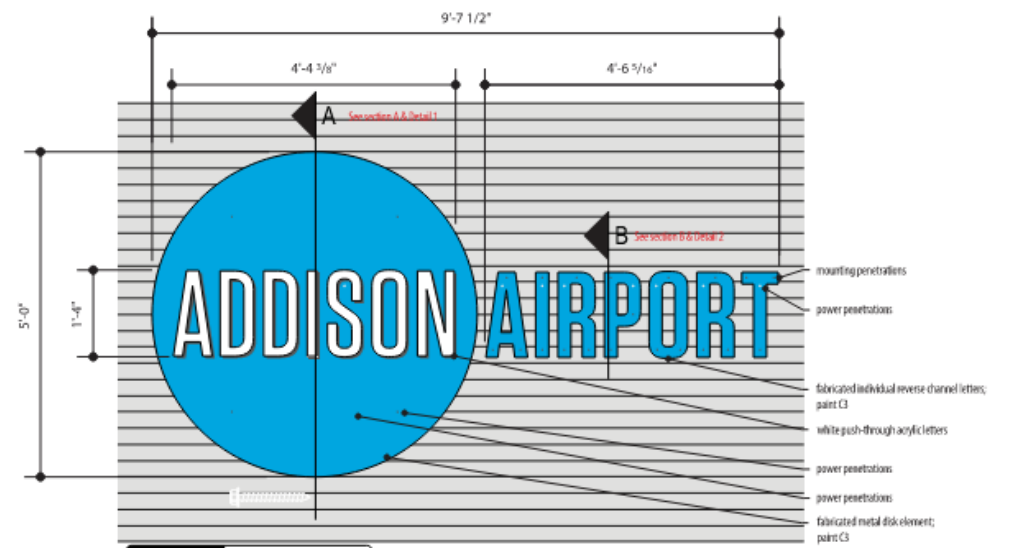


Elevation Scale: 1/16"=1'-0"

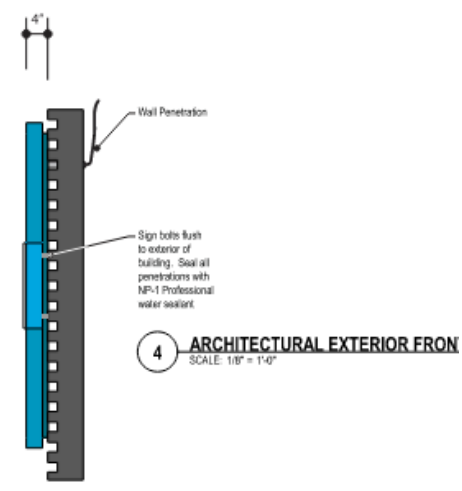


Elevation Scale: 1/2"=1'-0"

Western Facade



Elevation Scale: 1/2"=1'-0"



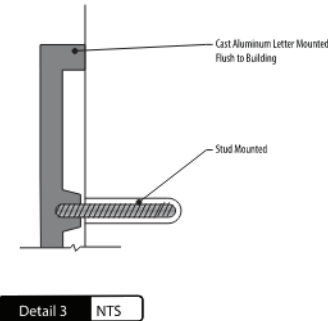
4 ARCHITECTURAL EXTERIOR FROM SCALE: 1/8" = 1'-0"

Side View Scale: 1/2"=1'-0"

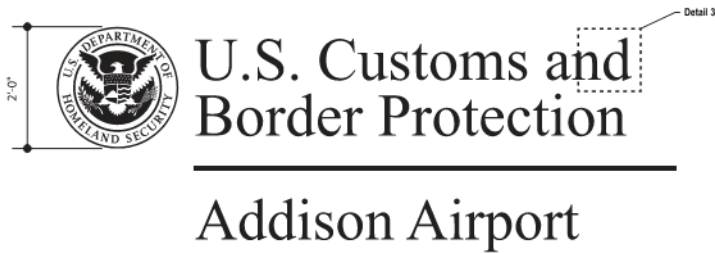
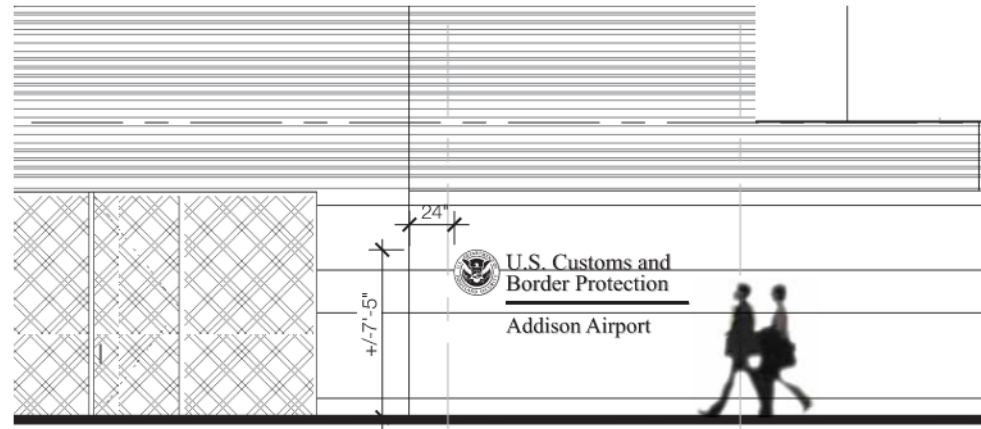
Case MR2021-0006 US Customs Building



Location Rendering N.T.S



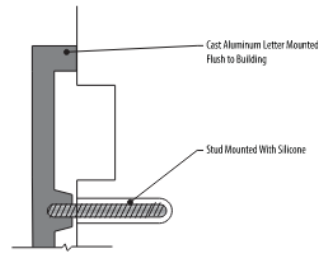
Eastern Facade



Case MR2021-0006 US Customs Building



Location Rendering N.T.S



Detail 3 N.T.S

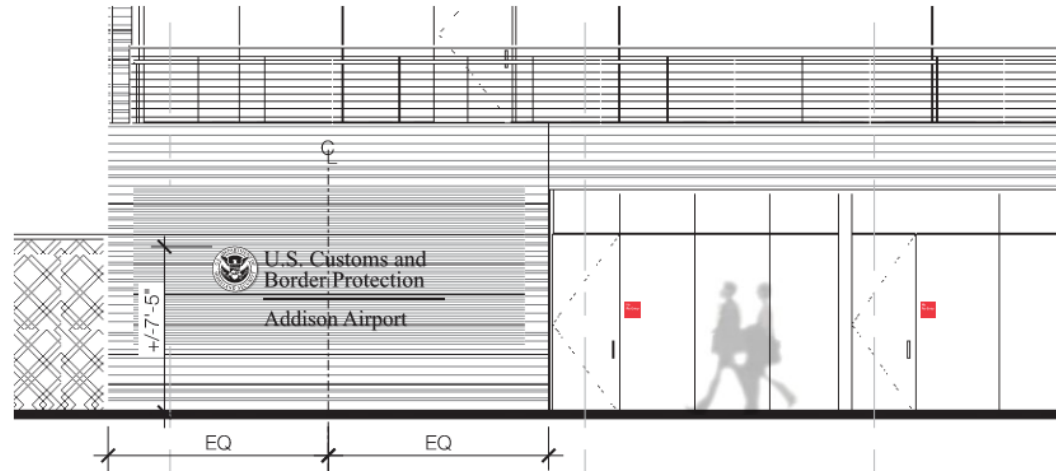
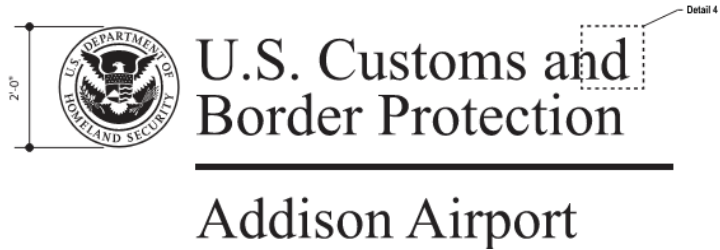
Material Description:
24" SEAL KIT PROVIDED PRIOR TO INSTALLATION

Font:
N/A

Color:
N/A

Mounting:
AS NOTED

Western Facade



Case MR2021-0006 US Customs Building

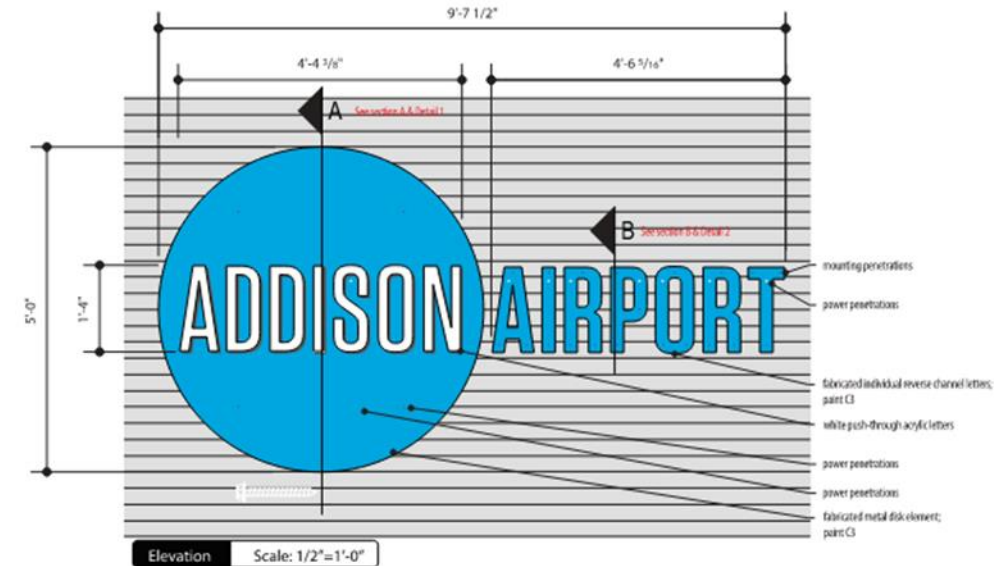
ADDISON

MERITORIOUS EXCEPTION CRITERIA:

- The council may consider appeals on the basis that such regulations and/or standards will, by reason of exceptional circumstances or surroundings, constitute a practical difficulty or unnecessary hardship or on the basis that the proposed improvement although falling under the definition of a "sign," constitutes art that makes a positive contribution to the visual environment.

Proposal meets hardship criteria

- Lettering would be difficult to see if the logo were to comply with the code
- If federal agency signage was not required, signs would comply with the maximum effective area



RECOMMENDATION:

Staff recommends **approval of the request.**

Additional Action:

- Begin exploring the concept of a Special Sign District for Addison Airport as part of the UDC process
 - Formalize past administrative review practices and other airport-specific design considerations

Council Meeting

11.

Meeting Date: 06/22/2021

Department: Development Services

Pillars: Optimize the Addison Brand

Milestones: Promote Silver Line Development

AGENDA CAPTION:

Present, Discuss, and Consider Action on a **Resolution Approving an Interlocal Agreement Between the Town of Addison and Dallas Area Rapid Transit (DART), for the Lease of Property Owned by DART at the Addison Transit Center for Inclusion in a Transit-Oriented Development to be Managed by the Town; Authorizing the City Manager to Execute the Agreement and Other Documents Including the Lease.**

BACKGROUND:

The Interlocal Agreement (ILA) sets forth the terms and conditions for the inclusion of 5.5+- acres of land owned by DART along with properties owned by the Town to create a large transit-oriented development surrounding the future Silver Line rail station. DART's property holdings include the existing transit center and the adjacent office building (the "Baumann Building"). The Town owns approximately 13+- acres surrounding the transit center and issued a RFP at the end of April to solicit a Master Developer for these properties. The RFP does not include DART's property; the selected master developer will have the option to add it to the overall development based on the terms of the ILA.

The basic provisions of the ILA are:

Term

- DART enters into a Master Lease Agreement with the Town for a ground lease for an initial term of 49 years, with two 25-year extension options.
- DART may terminate the Master Lease Agreement if no construction has commenced on the DART property within 60 months of its approval. The lease may also be terminated on the Baumann Building property if construction has not commenced within 10 years.
- The Town may terminate the Master Lease Agreement if no sublease or development agreement with a Master Developer has been approved within 48 months after the effective date of the Master Lease Agreement.

Base Rent

- The ILA provides a Pre-Development Period of up to 60 months for the Town to select a Master Developer, who in turn must acquire financing and

complete the surveying/zoning/planning/platting and permitting process. DART receives no base rent during the Pre-Development Period. Rent will commence when the Pre-Development Period ends, or the Town issues a Certificate of Occupancy for the first building on the DART property, or when DART's ability to use the transit facilities is adversely impacted, whichever occurs first. DART will continue to collect all rent and other revenue from lease of the Baumann Building until Base Rent becomes payable.

- Annual base rent is calculated as follows:
 - For the first 5 years of the lease, the base rent for DART's land is determined by an "as developed" appraisal conducted immediately after selection of the Master Developer, based on the proposed development plan, but also taking into consideration the impact of DART's operational and infrastructure requirements. The appraised value of DART's land will be multiplied by 4% to establish the base rent.
 - Appraisals will be conducted by one appraiser selected by the Town and DART and another chosen by the Master Developer. If the two appraisals are within 5% of the same value, the average will be used to calculate the base rent. If the difference in the two appraisals differs more than 5%, the two appraisers shall jointly select a third appraiser to make that determination.
 - A reappraisal shall be conducted initially after 5 years, and then every 10 years to reset the annual base rent. The annual base rent shall be adjusted by not less than 2% per year but not more than 3% per year since the previous adjustment.
 - In addition, if the improvements actually constructed on the DART property deviate significantly from the original development plan, DART or Addison may require an adjustment to the annual base rent. The appraisal for this adjustment would be based on the actual improvements on DART's property.

- Excess Rent – Although unlikely, if the Town receives annual rent from the Master Developer for DART's property that exceeds the rent payable to DART, the excess rent is shared equally between the Town and DART. Property tax, sales tax and other tax receipts are not considered base rent, nor is any rent paid by the Master Developer which is rebated, credited or refunded by the Town for reimbursement of development costs.

Unsubordinated Ground Lease – the Master Lease Agreement will be unsubordinated, but with appropriate protections for subtenants and lenders.

Covenants, Conditions and Restrictions – The Town and DART will enter into a set of CCRs that prohibits noxious uses on DART's property but promotes the development of a high density, mixed-use transit-oriented development. Development and uses shall comply with DART's adopted Transit Oriented

Development Guidelines. Mini-warehouses and a stand-alone parking garage that does not support a hotel, office or other use are prohibited on both DART's and the Town's properties.

Capital and Operational Expenditures

- Project Capital and Operational Expenditures – The Master Developer will be responsible for all capital expenditures for infrastructure and facility improvements and replacements, and for property management. DART will remain responsible for capital expenditures related to the rail line and platform, ticket kiosks, information boards and associated infrastructure as well as operating expenses related to transit operations.
- DART Operational and Infrastructure Requirements – DART's ongoing bus and rail operations must be accommodated and continued as part of the development, in accordance with the requirements attached as Exhibit "C" to the ILA.

Master Developer Selection – The Town has exclusive authority to solicit proposals from developers, to select the Master Developer and enter into a sublease for DART's property and associated development agreements. The Town has 24 months to complete this process, with one 12-month extension if required to complete the negotiations. DART will review correspondence and documents related to the RFP, the development proposals, development agreements and sublease documents.

FTA Compliance – The lease and use of DART's property is subject to compliance with Federal Transit Administration requirements.

Next Steps:

The ILA is scheduled for consideration by the DART Board on June 22, 2021. With approval by both the Town and DART and after selection of the Master Developer, negotiations will commence on the Master Lease Agreement for DART's property. Responses to the RFP are due by July 15th, and the Town's Selection Committee will begin the process of selecting the 2-3 developers to proceed to the second, more detailed phase of the RFP process.

The attached Resolution is complete with the exception of Exhibit A . Exhibit A will be discussed in the Executive Session being held earlier in the meeting. Copies of Exhibit A will be available when this item is being discussed.

RECOMMENDATION:

Administration recommends approval subject to the DART Board's approval of the Interlocal Agreement.

Attachments

Resolution - DART Silver Line Station Transit Oriented Development Interlocal Agreement

RESOLUTION NO. R21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND DALLAS AREA RAPID TRANSIT (DART), FOR THE LEASE OF PROPERTY OWNED BY DART AT THE ADDISON TRANSIT CENTER FOR INCLUSION IN A TRANSIT-ORIENTED DEVELOPMENT TO BE MANAGED BY THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND OTHER DOCUMENTS INCLUDING THE LEASE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Interlocal Agreement between the Town of Addison and Dallas Area Rapid Transit (DART), a copy of which is attached to this Resolution as **Exhibit A**, for inclusion of DART's Addison Transit Center property, through a Master Development Agreement, in a transit-oriented development to be managed by the Town, is hereby approved. The City Manager is hereby authorized to execute the agreement, to take all necessary steps and to execute additional documents, including the lease between DART and the Town, in accordance with the Interlocal Agreement.

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

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **22nd** day of **June, 2021**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Brenda N. McDonald, City Attorney

Council Meeting

12.

Meeting Date: 06/22/2021

Department: City Manager

Milestones: Promote and protect the Addison Way

AGENDA CAPTION:

Present, Discuss, and Consider Action on Providing Additional Funding for Metrocrest Services in Response to the COVID-19 Pandemic.

BACKGROUND:

The Town supports Metrocrest Services (Metrocrest) through the annual Non-Profit Organization (NPO) funding process (\$66,120 in Fiscal Year 2021). These funds go toward a variety of programs for Addison residents such as education, job training, and senior related services.

In response to the COVID-19 pandemic, the Town provided additional funds to Metrocrest for a Residents Assistance Program (RAP) that provides rent and food assistance to qualifying Addison residents. In 2020, Council approved CARES Act funding to Metrocrest for the RAP in an amount up to \$285,000 to be spent by December 31, 2020 (as originally required by the CARES Act). Due to eligibility requirements on the funding, Metrocrest spent \$180,934 of the award. In January 2021, Council designated \$64,689 to continue the RAP. It was estimated that this funding would last for only a portion of 2021, and Metrocrest would return to Council to request additional funding as needed. Through May 2021, Metrocrest has expended \$52,027 of the 2021 RAP allocation leaving a balance of \$12,662. Metrocrest anticipates the remaining balance to be expended on or before July 15, 2021.

While there is encouraging news related to vaccines, Metrocrest expects the need for rent and food assistance for Addison residents to remain high throughout calendar 2021. Therefore, Metrocrest is requesting \$72,000 in funding (separate from and in addition to the annual Non-Profit Funding request) to assist with costs associated with providing food and rent assistance for the remainder of 2021.

RECOMMENDATION:

Staff requests direction from Council.

Attachments

Metrocrest Services Request Letter



June 8, 2021

The Honorable Mayor Joe Chow and Council
Town of Addison
Attention: Wes Pierson, City Manager
P.O. Box 9010
Addison, TX 75001-9010

Dear Mayor Chow and Council,

Thank you so much for the generous support since the beginning of the pandemic. In August 2020 Town Council approved CARES Reimbursable Funding to Metrocrest Services to meet the needs of pandemic-stricken Addison residents in the amount of \$285,000 to be spent by 12/31/20. Metrocrest spent \$180,934 of the award. In January 2021 City Council reallocated remaining CARES funds in the amount of \$64,689 to be utilized in Calendar 2021. Through May 2021 Metrocrest has exhausted \$52,027 leaving \$12,662 to be spent. Metrocrest anticipates the balance being utilized no later than July 15, 2021.

All funds in both allocations have been utilized only for rent assistance, food support, and a 10% Admin fee. Below is a summary of funds spent from March 2020 through May 2021:

Total Spent 3/1/20-5/31/21: \$232,962

Families Served with Rent: 115
Individuals Served with Rent: 272
of months of Rental Support: 209
Total Spent on Rental Support: \$199,702
of Food Pantry Visits: 2,071

Metrocrest expects the need for rent and food to remain high throughout calendar 2021. While there is encouraging news related to vaccines, the families who experienced the greatest economic distress are far from near the end of this ordeal. The inevitability of a “tsunami of evictions” adds another level to financial complexity.

As Metrocrest enters the summer with Addison funds to soon be exhausted there will be uncertainty regarding where the needed funds will be sourced to support pandemic impacted Addison families through calendar 2021. To allow us to continue to “say yes” as families seek rental assistance and request food, ***we respectfully request that the Town of Addison provide funding in the amount of \$72,000.*** Additional funds for other services such as Employment Services will be sourced through individual donations, foundation grants, and other federal funding.

Our Board, Staff, and those we serve appreciate your willingness to consider our proposal. Let us know what additional information we can provide.

Sincerely,



Tracy Eubanks, CEO

Serving Carrollton, Farmers Branch, Addison, Coppell, and city of Dallas in Denton County