



**REGULAR MEETING
OF THE CITY COUNCIL**

February 8, 2022

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200, ADDISON, TX 75001
6:00 PM EXECUTIVE SESSION & WORK SESSION
7:30 PM REGULAR MEETING**

Notice is hereby given that the Addison City Council will conduct a Regular Meeting on Tuesday, February 8, 2022 at the Addison TreeHouse. A quorum of the governing body will be physically present at the foregoing location. Seating for the public will be available using CDC recommended social distancing measures. Telephonic or videoconferencing capabilities will be utilized to allow individuals to address the Council. Email comments may 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 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- Project Jet
- Discuss master developer proposals for the Town's Transit Oriented Development Project

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 the **Planning and Zoning Commission Annual Report for Calendar Year 2021.**
2. Present and Discuss **Matters Related to the Les Lacs Park Outdoor Fitness Court.**

REGULAR MEETING

Announcements and Acknowledgments Regarding Town and Council Events and Activities

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.

3. Consider Action on the **Minutes from the January 19, 2022 Special City Council Meeting.**
 4. Consider Action on the **Minutes from the January 25, 2022 City Council Meeting.**
 5. Consider Action on an **Ordinance Revising Sec. 78-162 Authority to Remove Illegally Parked Vehicles.**
 6. Consider Action on a **Resolution Approving the Purchase of (120) Microsoft Windows 2019 Server Licenses, (4) Microsoft SQL 2019 Server Licenses, and (120) Microsoft Windows 2019 Server Client Access Licenses and Authorizing the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$76,152.08.
 7. Consider Action on a **Resolution Approving an Entertainment Agreement Between the Town of Addison and Disturbing Tha Peace Touring, Inc. for the Personal Services of Musicians and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$115,000.
 8. Consider Action on a **Resolution Approving an Entertainment Agreement Between the Town of Addison and Loud Is Allowed, Inc. for the Personal Services of Musicians and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$145,000.
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Regular Items

9. Present and Discuss the 2022 Special Events Preview.

10. Consider Action on a Resolution Accepting the Board of Zoning Adjustment Place 2 Member's Resignation and Appointing a New Place 2 Member to Fill the Unexpired Term.

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: Wednesday, February 2, 2022
TIME POSTED: 5:00 pm
DATE REMOVED FROM BULLETIN BOARD: _____
REMOVED BY: _____

Council Meeting

1.

Meeting Date: 02/08/2022

Department: Development Services

AGENDA CAPTION:

Present and Discuss the Planning and Zoning Commission Annual Report for Calendar Year 2021.

BACKGROUND:

In accordance with Section 19 (Duties), Article XXIX, Appendix A (Zoning), of the Addison Code of Ordinances, the Planning and Zoning Commission must submit an annual progress report to the City Council. An initial draft of this report was presented to the Commission at their annual organizational meeting, which was held on January 6, 2022. During that meeting, the Commission provided feedback on report content and identified goals for the 2022 calendar year. At the January 18, 2022 Commission meeting, staff presented an updated report, which was unanimously approved by the Commission.

Current Commission Chair, Tom Souers, will present the attached report to City Council.

RECOMMENDATION:

Information only, no action required.

Attachments

2021 P&Z Annual Report



ADDISON

Planning & Zoning Commission

2021 Annual Report

Overview

The Planning and Zoning Commission is governed by its adopted Rules, Regulations, and Procedures. These Rules stipulate under Article III, DUTIES OF THE COMMISSION, Paragraph (j) that the Commission shall:

“Submit each year a progress report to the City Council summarizing its activities, major accomplishments for the past year, and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of Commission officers.”

This document shall serve as the Commission’s progress report, and the attendance record of all members is included for City Council review and use.

A Year of Transition

Evolving pandemic conditions and personnel changes for the Commission and Town staff ushered in a year of transition for the Commission. With former Chair Kathryn Wheeler transitioning off of the Commission to serve on City Council, Denise Fansler was appointed to serve on the Commission. The Commission members subsequently elected Eileen Resnik to serve as Chair and Tom Souers to serve as Vice Chair for 2021. In February, Ken Schmidt joined Town staff to serve as the Director of Development Services, and in July, Jenifer Tedrick joined Town staff to serve as the Planning and Development Manager.

As our ability to mitigate the impacts of the pandemic improved, the Commission transitioned to a hybrid meeting format, with the Commission and Town staff meeting in person, and meeting participants having the option to participate in person or via Zoom. With this change in meeting format, the Commission also moved its monthly work session to immediately precede the regular meeting. With these changes, the Commission also reviewed and updated their Rules, Regulations, and Procedures. That document was last updated in 2004.

Commission meeting attendance remained very strong in 2021, with only one absence accrued for the year. The following Commissioners had perfect attendance during their tenure on the Commission in 2021 – Robert Catalani, John Meleky, Eileen Resnik, Nancy Craig, Denise Fansler, and Tom Souers. Please see the “2021 Meeting Attendance” exhibits for detailed attendance information for each commissioner.

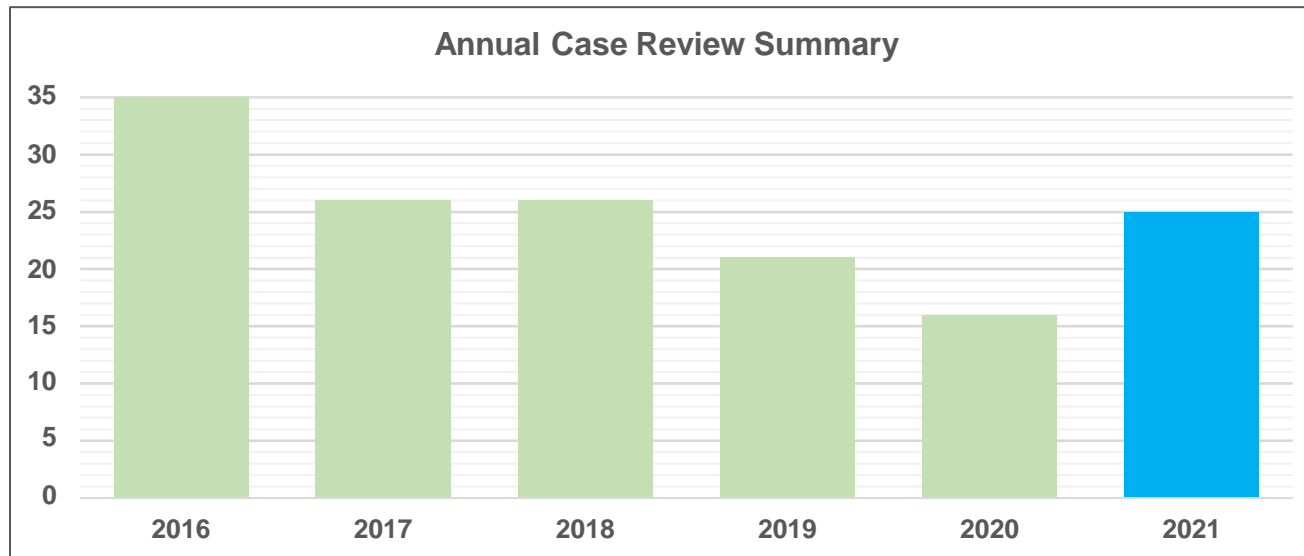
In addition to their regular meetings, Commission members also participated in three joint meetings with the City Council in order to provide feedback on the re-initiated Unified Development Code project.

2021 Case Summary

Overall, the Commission experienced an increased workload that was more reflective of pre-pandemic conditions. This can largely be attributed to increased restaurant activity following the drawdown of pandemic-driven occupancy and service restrictions.

Over the course of nine regular meetings and one special meeting held in 2021, the Planning and Zoning Commission reviewed 25 cases. This case load was comprised of the following:

- 9 Rezoning and Development Plan Requests
- 15 Special Use Permit Requests
- 1 Plat



As shown in the chart above, the 25 cases reviewed this year reflects a 56 percent increase from the 2020 case load. Please see the “Project Review History” exhibit to view a comparison of the annual case load by project type.

Key trends from this historical data show that 2021 was largely consistent with pre-pandemic conditions, with the exception of the amount of Plat applications the Town received. If 2021 had followed those pre-pandemic trends for plat applications, our overall case load would have tracked with the 2016 five-year peak.

Notable Projects and Development Trends

Several key development trends took shape in 2021. These include:

- **Strong Restaurant Demand in the Belt Line Road Corridor**
Restaurant growth was the dominant trend of 2021, with substantial investment continuing at Belt Line Rd and Montfort Drive, through new concepts such as Loro Asian Smokehouse, Jeni's Splendid Ice Creams, Pressed, La La Land Kind Café, and TK's Place. Additional investment occurred at the western end of the Belt Line corridor, through the introduction of Wing Boss and PokeWorks.
- **Additional Townhome Supply – Addison Grove and Vitruvian**
The next phase of the Addison Grove Townhomes will bring 33 additional "for sale" townhomes, with 17 of these homes being "Live/Work", allowing the homeowner to operate a small business on the ground floor. In the Vitruvian Park neighborhood, 85 "for rent" townhome units will be developed at the southeast corner of Vitruvian Way and Spring Valley Road. These new townhomes will contribute to the diversity of the Town's housing inventory.
- **Continued Evolution of the Greenhill School and Trinity Christian Academy Campuses**
Greenhill School and Trinity Christian Academy continue to implement their campus master plans. Construction of a new middle school building on the TCA campus is ongoing and will be completed for the start of the 2023 school year. Construction of Greenhill School's Math, Science, and Innovation (MSI) building will commence this winter, with a planned completion date of Fall, 2023.

Please see the "Project Map – 2021 Cases" exhibit to see the location of each case by project type.

Commission Goals for 2022

Commission goals for the 2022 calendar year include:

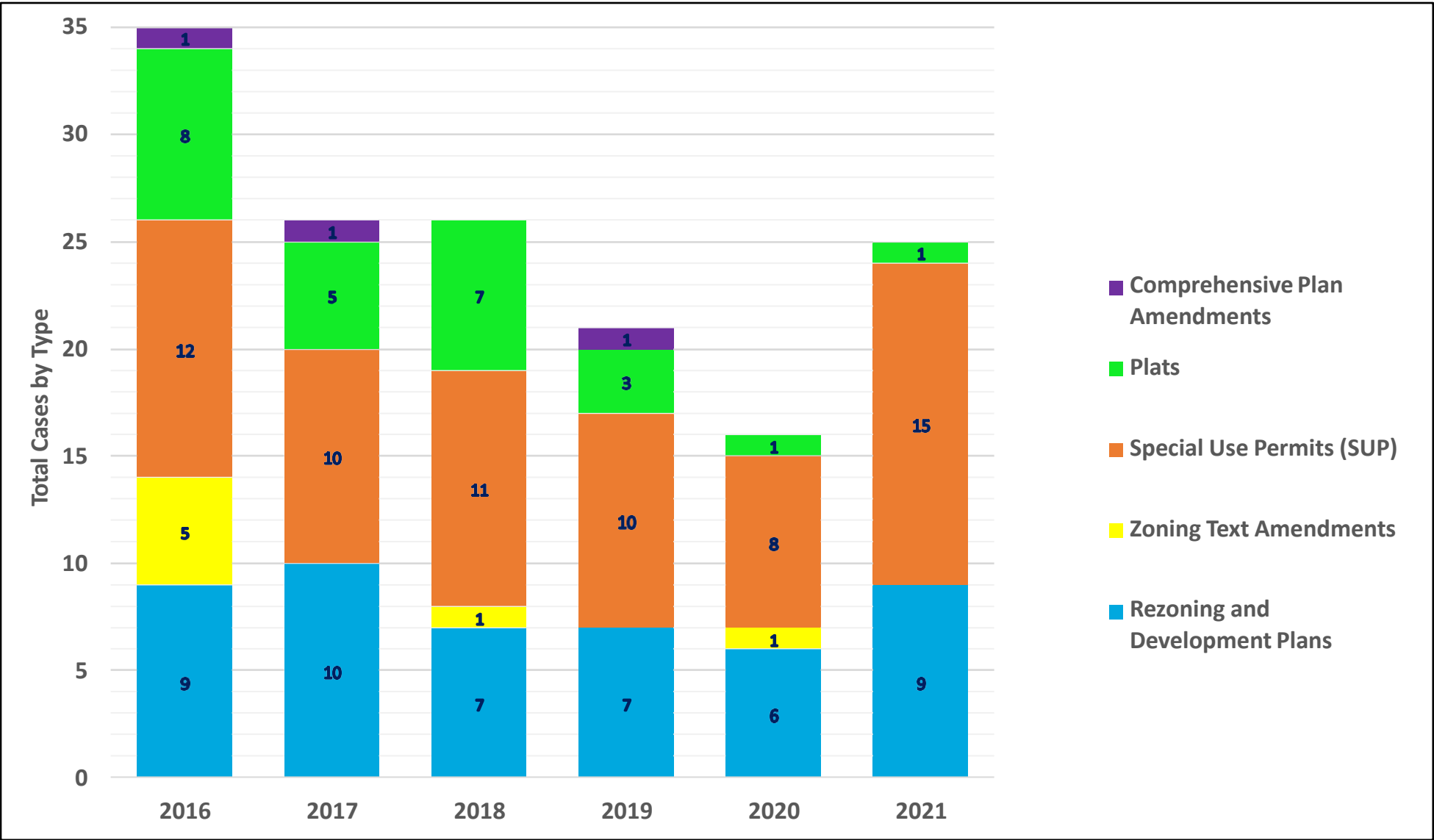
- Execution of the 2022 Planning and Development Work Program (see attached). Major areas of focus will include implementation of the UDC and review of the TOD zoning entitlements.
- Renewed focus on sustainability in the development review process, addressing issues such as recycling, sidewalk connectivity, preservation of tree canopy, and replacement of lost landscape.
- Process improvements targeting pre-meeting staff communication, the agenda and packet process, and Commission meeting procedures.
- Internal and external training and development opportunities for the Commission and staff.

MEETING ATTENDANCE - 2021

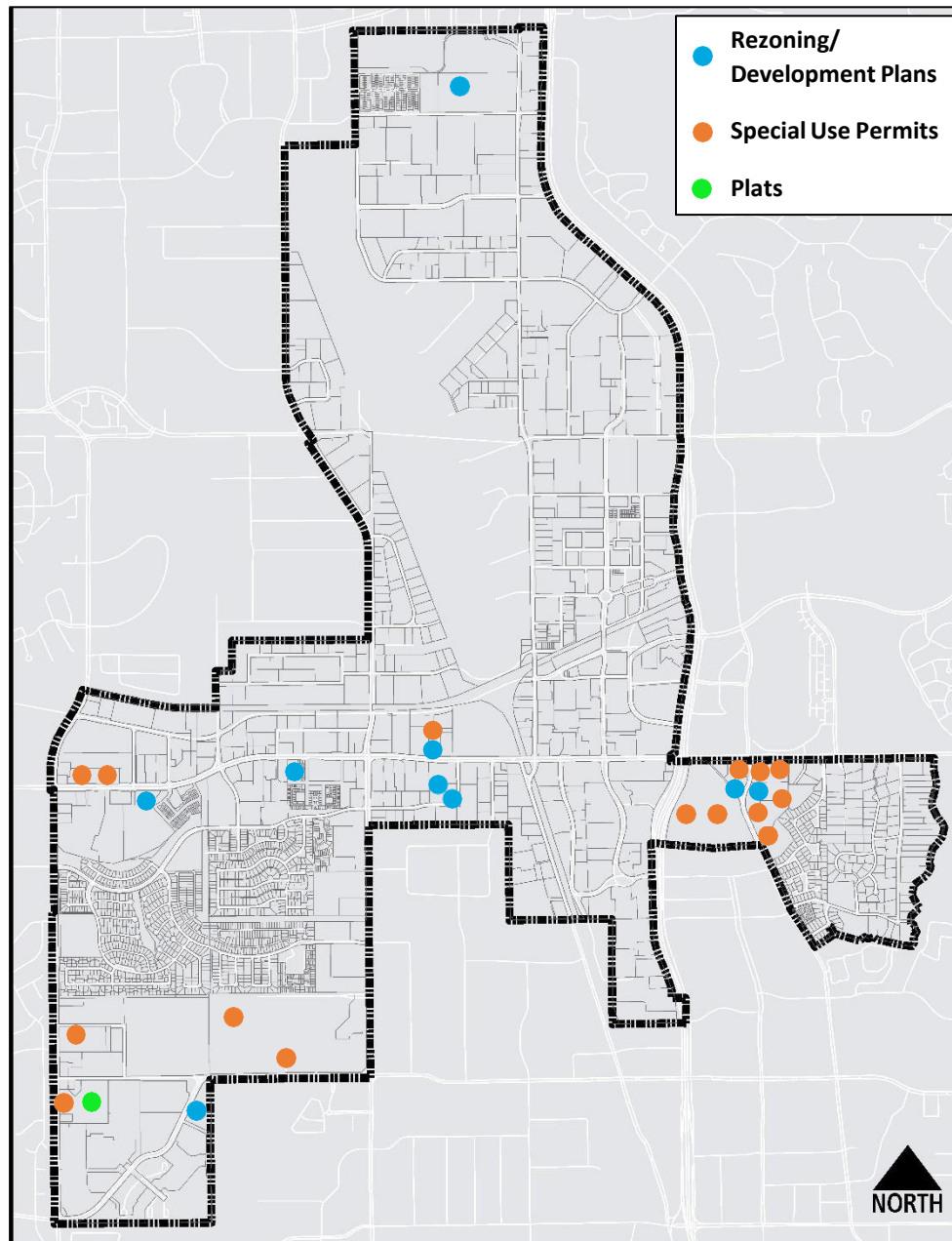
Planning and Zoning Commissioner Attendance Summary - 2021				
Commissioner	Present	Absent	Eligible	Attendance Rate
Catalani, Bob	10	0	10	100%
Craig, Nancy	10	0	10	100%
DeFrancisco, Chris	9	1	10	90%
Fansler, Denise	10	0	10	100%
Meleky, John	10	0	10	100%
Resnik, Eileen (Chair)	10	0	10	100%
Souers, Tom (Vice Chair)	10	0	10	100%
Average				98.6%

Planning and Zoning Commissioner Attendance Record by Meeting - 2021													
Commissioner	21-Jan	16-Feb	16-Mar	20-Apr	18-May	21-Jun	20-Jul	17-Aug	21-Sep	19-Oct	16-Nov	7-Dec	21-Dec
Catalani, Bob	No Meeting	No Meeting	P	P	P	No Meeting	P	P	P	P	P	P	P
Craig, Nancy			P	P	P		P	P	P	P	P	P	P
DeFrancisco, Chris			P	P	P		P	A	P	P	P	P	P
Fansler, Denise			P	P	P		P	P	P	P	P	P	P
Meleky, John			P	P	P		P	P	P	P	P	P	P
Resnik, Eileen (Chair)			P	P	P		P	P	P	P	P	P	P
Souers, Tom (Vice Chair)			P	P	P		P	P	P	P	P	P	P
Average			N/A	N/A	100%		100%	100%	N/A	100%	85.7%	100%	100%

PROJECT REVIEW HISTORY



PROJECT MAP – 2021 CASES



2021 PROJECT UPDATES

COMPLETED PROJECTS



5290 BELT LINE ROAD, SUITE 112B



5294 BELT LINE ROAD, SUITE 110



5290 BELT LINE ROAD, SUITE 104



3765 BELT LINE ROAD

2021 PROJECT UPDATES

DISTRICT (SPRING 2022)



TK'S PLACE (JANUARY 2022)



LOW KEY POKE JOINT EXPANSION (SPRING 2022)



OAK'D BBQ (SUMMER 2022)



UNDER CONSTRUCTION

2021 PROJECT UPDATES

UNDER CONSTRUCTION

DUTCH BROS COFFEE (SPRING 2022)



14310 MARSH LN

ADDISON GROVE TOWNHOMES, PH II (2022/23)



4150 BELT LINE RD

TCA MIDDLE SCHOOL (FALL 2022)



17001 ADDISON RD

POKEWORKS (SPRING 2022)



3719 BELT LINE ROAD

2021 PROJECT UPDATES

BISCUIT BAR (SUMMER 2022)



5294 BELT LINE RD, SUITE 106

LORO (SUMMER 2022)



14999 MONTFORT DR

TIERRA ENCANTADA (FALL 2022)



14450 MARSH LN

BELTWAY MED. OFFICE (WINTER 2023)



4551 BELTWAY DR

GREENHILL MSI BUILDING (FALL 2023)



4141 SPRING VALLEY RD

VITRUVIAN TOHNHOMES (2023/2024)



3900 SPRING VALLEY RD

PRE-CONSTRUCTION

Key Focus Area #1: Development Review and Zoning Enforcement

Goal #1: Complete review of the final two phase of the Unified Development Code (UDC) Project	Q4, 2021	Q2, 2022	Ongoing
Goal #2: Facilitate adoption and implementation of the UDC	Q3, 2022	Q4, 2022	Not Initiated
Goal #3: Facilitate entitlement process for the Addison Circle Transit-Oriented Development (TOD) project and future phases of ongoing master planned developments	Q3, 2022	Q4, 2022	Not Initiated
Goal #4: Begin/continue implementation of adopted master plans and special area studies	Recurring	Recurring	Ongoing

Key Focus Area #2: Long Range Planning

Goal #1: Complete Sam's Club Special Area Study	Q2, 2021	Q2, 2022	Ongoing
Goal #2: Establish advisory committee, select consultant, and initiate Comprehensive Plan Update	Q3, 2022	Q4, 2022	Not Initiated

Key Focus Area #3: Community Engagement

Goal #1: Establish community outreach inventory that identifies neighborhood/apartment community leadership, as well as key business property owners and managers	Q2, 2022	Q3, 2022	Not Initiated
Goal #2: Create a neighborhood meeting process to facilitate community input on the front end of the zoning process	Q1, 2022	Q3, 2022	Ongoing
Goal #3: Create a Development Services Department Annual Report to communicate key development/demographic trends	Q1, 2022	Q4, 2022	Ongoing
Goal #4: Conduct outreach to business community to help them navigate Town zoning and development requirements (i.e. SUP process)	Recurring	Recurring	Ongoing

Key Focus Area #4: Process Improvement and Customer Service

Goal #1: Review and Update Public Meeting procedures to better address hybrid meeting format	Q1, 2022	Q2, 2022	Ongoing
Goal #2: Evaluate and implement needed improvements to Town plan and permit management system	Recurring	Recurring	Ongoing
Goal #3: Review and update P & Z packet and staff report format	Q1, 2022	Q3, 2022	Not Initiated
Goal #4: Expand use of GIS in development visualization and records management	Recurring	Recurring	Not Initiated
Goal #5: Update development review Standard Operating Procedures (SOPs) and administrative tools	Recurring	Recurring	Ongoing
Goal #6: Create a database to document Town action on Planning & Zoning Commission cases	Q1, 2022	Recurring	Not Initiated

Key Focus Area #5: Commission and Staff Development

Goal #1: Conduct relevant internal training on annual basis with the Commission	Q2, 2022	Q4, 2022	Not Initiated
Goal #2: Plan a development tour to visit regional best practices for infill and redevelopment (every other year)	Q3, 2022	Q3, 2022	Not Initiated
Goal #3: Conduct periodic site visits to Town projects to support the review process and to assess lessons learned	Q2, 2022	Q4, 2022	Not Initiated
Goal #4: Provide access to online and local training events for Planning Commissioners	Recurring	Recurring	Not Initiated

Council Meeting

2.

Meeting Date: 02/08/2022

Department: Parks & Recreation

Pillars: Gold Standard in Customer Service
Optimize the Addison Brand

Milestones: Define and promote Addison Identity

AGENDA CAPTION:

Present and Discuss **Matters Related to the Les Lacs Park Outdoor Fitness Court.**

BACKGROUND:

On September 14, 2021, Council approved two resolutions:

- A resolution confirming the Town's intent to participate in the 2021 National Fitness Campaign Grant Program for \$25,000 towards the purchase of fitness equipment to be installed at Les Lacs Park.
- A resolution to approve the purchase of Outdoor Fitness Court equipment from National Fitness Campaign in an amount not to exceed \$124,265.

Following approval by Council, staff facilitated the purchase of the equipment with 2019 bond funds. The equipment is in the possession of the Town awaiting installation. Staff is currently reviewing proposals from contractors to install the concrete pad for the equipment installation.

In November - December 2021, residents approached Council and staff with concerns about the installation of the equipment at the proposed location at Les Lacs Park. Mayor Joe Chow and Deputy Mayor Pro-tem Paul Walden asked that an item on this topic be placed on a Council meeting agenda for discussion. Staff will make a presentation that gives an overview of the residents' concerns and provide background information regarding the selection of the location for fitness court and equipment at Les Lacs Park to help aid Council's discussion.

RECOMMENDATION:

Staff seeks direction from Council.

Attachments

Presentation - Outdoor Fitness Court

Outdoor Fitness Court



ADDISON

Purpose

The purpose of this presentation is to discuss resident concerns regarding the proposed installation of an Outdoor Fitness Court at Les Lacs Park.

The concerns shared by the group of residents are:

- The location / use is not appropriate
- Greenscape will be lost
- Aesthetics
- Potential to cause crime or nuisance situations
- Materials will deteriorate and require maintenance
- Location by the playground may not be appropriate
- Allocation of funds for the court is a concern
- Will not be well used
- Appeals to a younger age group which is not represented in the area

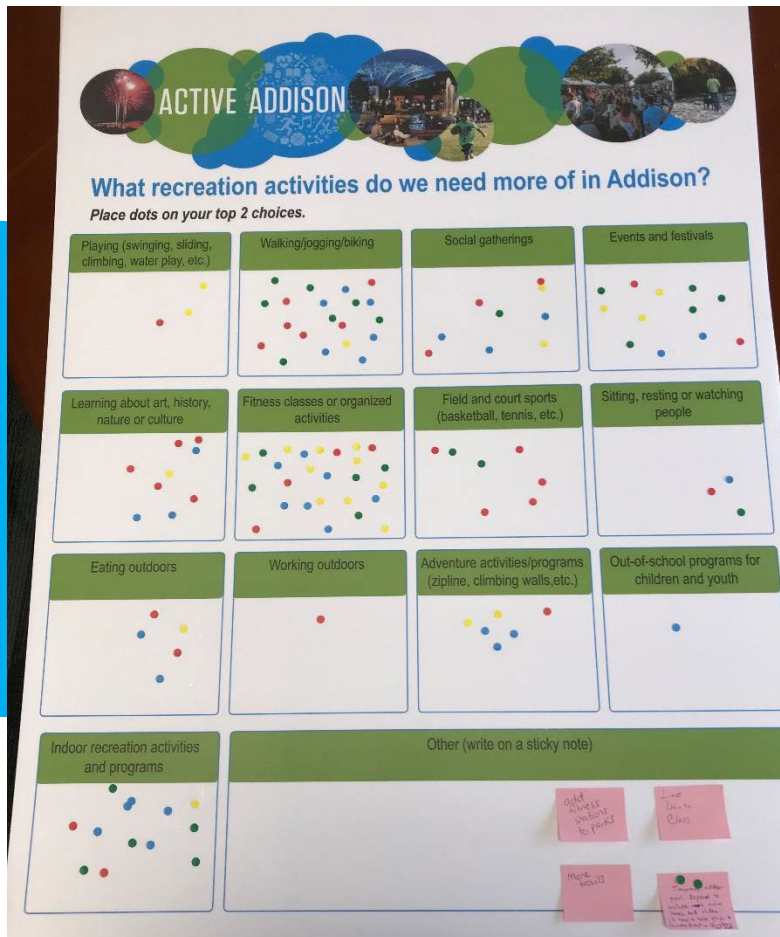
Staff will present background information identifying how the Outdoor Fitness Court and the location were identified for Les Lacs Park in order to help facilitate Council discussion.



Background – Parks Master Plan

- **April 2019** - The Parks Recreation and Open Space Plan (PROS) was adopted by Council. The adopted plan recommended installation of outdoor fitness equipment in Les Lacs Park. The plan was derived from an extensive public input process which included the following:
 - Special Project Committee - Comprised of 10 Addison residents who provided consistent input, review and direction throughout the process.
 - One-on-One Interviews - Interviews with Council to capture their individual thoughts regarding opportunities for enhancing Addison's Parks and recreation system.
 - Pop-Up Intercepts - Ten intercept events were held in parks and at community facilities. Locations included Les Lacs Park, the Addison Athletic Club, Quorum Business Association meeting, Spruill Park and the Spring Town Meeting, feedback from 215 residents was gathered.
 - Maptionnaire Questionnaire - A seven week online place-based process asked community members to identify and locate their favorite parks and activities as well as opportunities for improvement and new ideas. Over 900 members participated and placed 4,000 digital comment pins on the map.
 - Prioritization Survey - The community was invited to participate in a survey where they were asked to allocate funds between different types of projects and different sites in order to identify funding priorities that represent the desires of the community, 161 responses were received.
 - Draft Plan Review - The draft plan was made available for review by Council, the Special Project Committee and by the community. Feedback was incorporated into the final plan that was presented to Council for adoption. Approximately 50 residents discussed the plan and provided comments.

Background – Parks Master Plan



During the PROS input process Active Recreation was identified as a top priority of Addison residents .

“Expanding opportunities for exercise and active recreation in Addison’s parks, programs and open space is a key priority for community members, as they seek to improve their health, fitness and overall well-being.” – Page 11 PROS

Example of a public input intercept board that was used at the Addison Athletic Club. One of the write-in Post-it notes was “Provide fitness stations in the parks”. This comment was also made by residents in the Maptionnaire process. These comments aligned with recommendations from MIG, the consultant, for the plan.

Background – Parks Master Plan

In the PROS plan, goals were established based on public input.
This excerpt is from page 20 of the plan.



GOAL 1: RECREATION

Provide parks and indoor and outdoor recreation facilities to support active recreation and community needs.

Objective 1a. Provide more recreation facilities to support outdoor exercise, fitness and active recreation in Addison's parks. Consider a variety of sports courts, sports fields, loop trails, and activity spaces.

Objective 1b. Distribute a greater variety of recreation facilities throughout Addison to diversify and improve recreation opportunities and access for all residents and employees.

Objective 1c. Acquire and develop parks in underserved residential and non-residential areas where parks and open space are not accessible within a 10-minute walk. (See Map 2-1.)

Objective 1d. Improve the Athletic Club and surrounding park to support indoor/outdoor programs and events, respond to changing recreation trends and better address community and family needs, including residents of all ages.

Objective 1e. Increase collaboration with partners, stakeholders, developers, schools and local businesses to provide a greater variety of facilities and recreation activities in parks.

Background – Parks Master Plan



In the PROS plan site specific recommendations were made. This excerpt is from page 49 of the plan.

5 Les Lacs North/Athletic Club

Les Lacs North Linear Park and the Athletic Club are located in the Les Lacs/Midway Meadows planning area. This area has many families and an active, aging population that would both benefit from a greater variety of recreation opportunities. As such, the recommendations in Les Lacs North/Athletic Club emphasize well-maintained park space and recreational programs to support a broad resident base. With its different types of facilities and the presence of the Athletic Club and community garden, Les Lacs North is the closest Addison has to a true community park. These elements should be sustained, new elements should be added, and this area should be connected to the local trail network to improve bike and pedestrian access. These enhancements will support added recreation programming.

SUPPORT FITNESS AND GATHERINGS FOR ALL AGES AND ABILITIES

- Update Les Lacs North's play equipment with a universal, inclusive and thematic play area with family-friendly play options and opportunities for

people of all ages and abilities. Provide shaded outdoor fitness stations and challenge elements for older children and teens. Consider rock-climbing structure and zip lines.

- Better accommodate group gatherings by upgrading the existing pavilion with movable tables, lighting and restrooms.
- Increase use by adding sports court lighting and striped tennis and pickleball courts.
- Adapt Athletic Club spaces to respond to changing recreation trends, accommodating needs for social space for older adults and seniors and enhancing indoor/outdoor programming opportunities for all ages.
- Prioritize the Athletic Club improvements to continue to support sports, health, wellness and social opportunities. Invest in racquetball court conversion, gym lighting and track refurbishment, locker room upgrades, pool equipment modernization, lobby and meeting room renovation, improvements to the children's pool, additional reservable meeting room space and dedicated space with programming for children 8+.
- Enhance pedestrian crossings, landscaping and points of entry to ensure safe access.

Provide shaded outdoor fitness stations

Background – Bond Election



- **June 2019** – Based on recommendations in the PROS plan, Staff presented the Outdoor Fitness Court to the Addison Bond Advisory Committee which consisted of 28 Addison residents / business owners. Based on this information provided by staff, the committee included an outdoor fitness court adjacent to Les Lacs Park & Beltway / Arapaho Connector Trail in the recommended bond projects.
- **August 2019** – Council passed an ordinance calling for a Bond Election. The Propositions included in the ordinance were based on the recommendations in the Bond Committee Report.
- **November 2019** – 825 voters were in favor of Proposition C, which included the addition of an outdoor fitness station at Les Lacs Park.

Bond Election Webpage Description of Proposition C Projects

Trail Rehabilitation, Expansion, and Addition of Wayfinding Elements

Estimated Costs: \$412,725

- Wayfinding and distance markers on Redding, Arapaho, Les Lacs, White Rock Creek and Beltway Trails
- Refurbish Redding Linear Trail: replace deteriorating wood retaining walls, address ADA issues, and improve drainage
- Extend Redding Linear Trail to future trail along Midway Road
- Add pedestrian way stop at Les Lacs Park and Belt Line Road
- Add shaded outdoor fitness station adjacent to Les Lacs Park

Bond Election Results

Proposition		Early Voting	Election Day	Total	Percentage
A	For	278	426	704	58.04%
	Against	174	335	509	41.96%
	Total	452	761	1213	
B	For	277	418	695	57.49%
	Against	171	343	514	42.51%
	Total	448	761	1209	
C	For	306	519	825	67.96%
	Against	147	242	389	32.04%
	Total	453	761	1214	
D	For	279	476	755	62.29%
	Against	173	284	457	37.71%
	Total	452	760	1212	
E	For	313	497	810	67.00%
	Against	136	263	399	33.00%
	Total	449	760	1209	

Trail Rehab, Expansion & Wayfinding

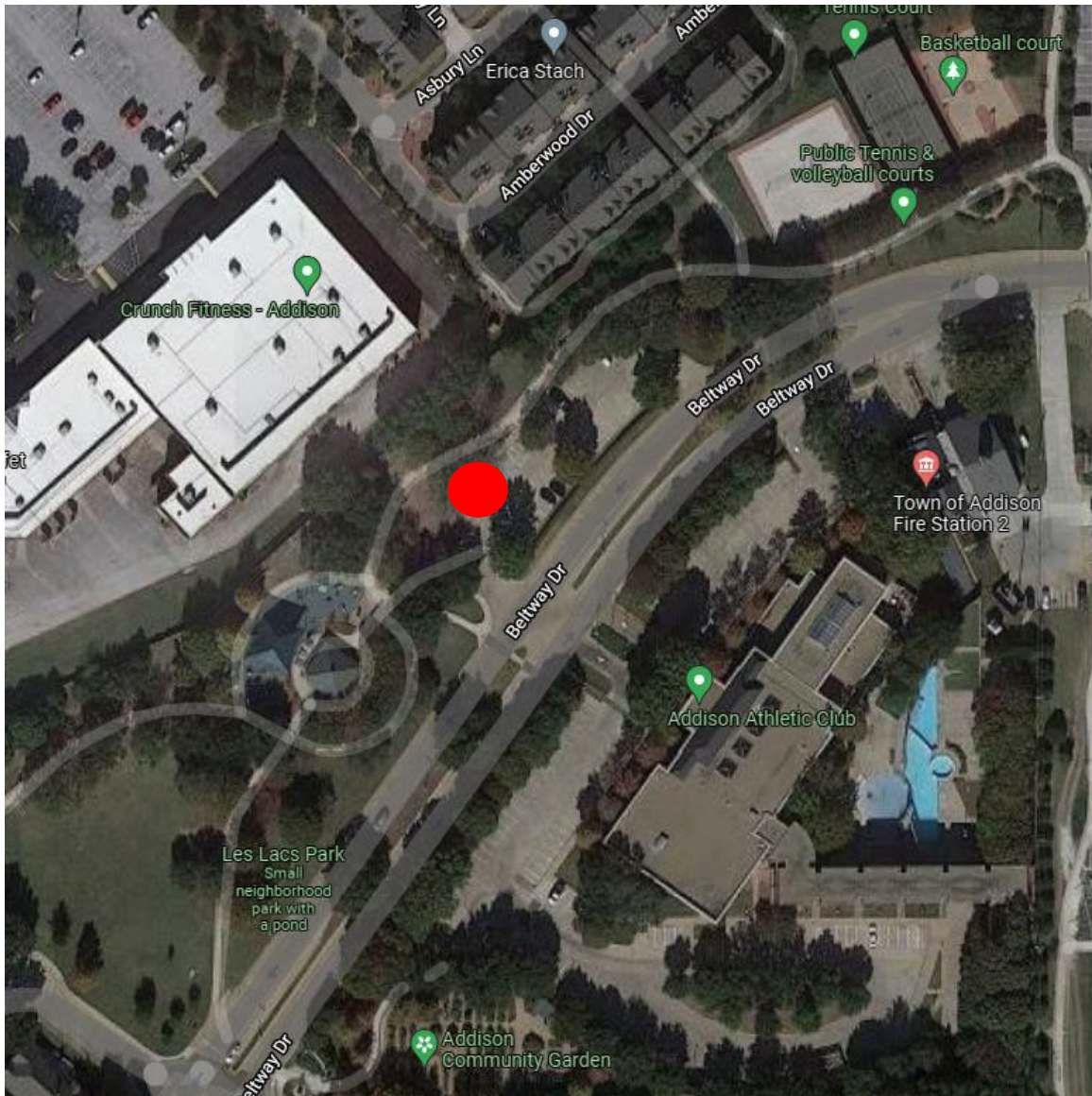
Trail Expansion

- Connect Redding Trail to Proposed Midway Road Trail
- Add Pedestrian Way Stop Adjacent to Les Lacs Park
- Add Pedestrian Way Stop Adjacent to Belt Line Rd
- Add Shaded Outdoor Fitness Stations Adjacent to Les Lacs Park & Beltway / Arapaho Connector



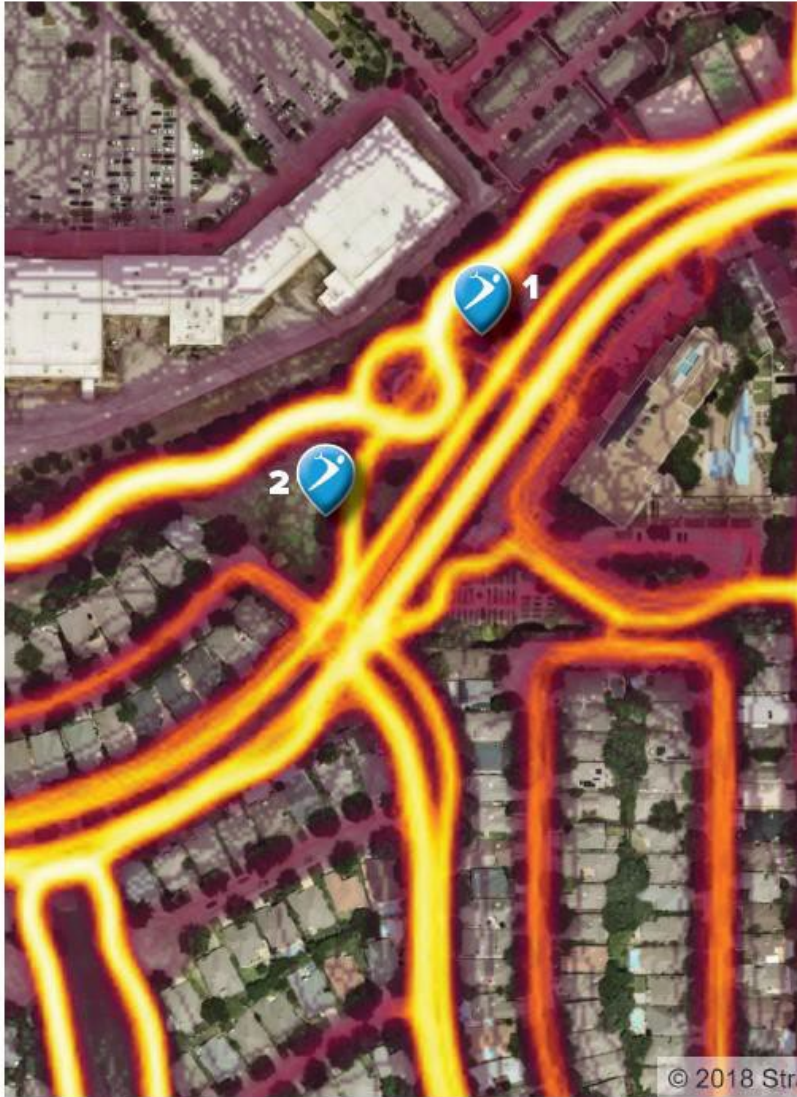
**Bond Committee Report
Page 164**

Background – Site Selection



- **May 2021** – Staff visited area parks with outdoor fitness stations to identify a product that would be durable and offer ample fitness opportunities and identified National Fitness Campaign (NFC) Fitness Court as the preferred product. Factored into the decision, was the NFC app that offers fitness classes social engagement and the ability to offer group classes at the court.
- **June 2021** – Staff identified a shaded location at Les Lacs Park playground that has ample space for an Outdoor Fitness Court. The criteria listed below was used to determine this location:
 - 38' x 37' 8" space for the 1,400 SF concrete pad
 - Accessible to parking and pedestrian paths / trails
 - Shaded
 - Minimal impacts on trees and the landscape
 - Located more central to surrounding to commercial development and not residential
 - Easily accessible from AAC to facilitate fitness classes
 - Visible from AAC so that it can be monitored
 - Limited disruption to open space

Background – Court / Site Selection

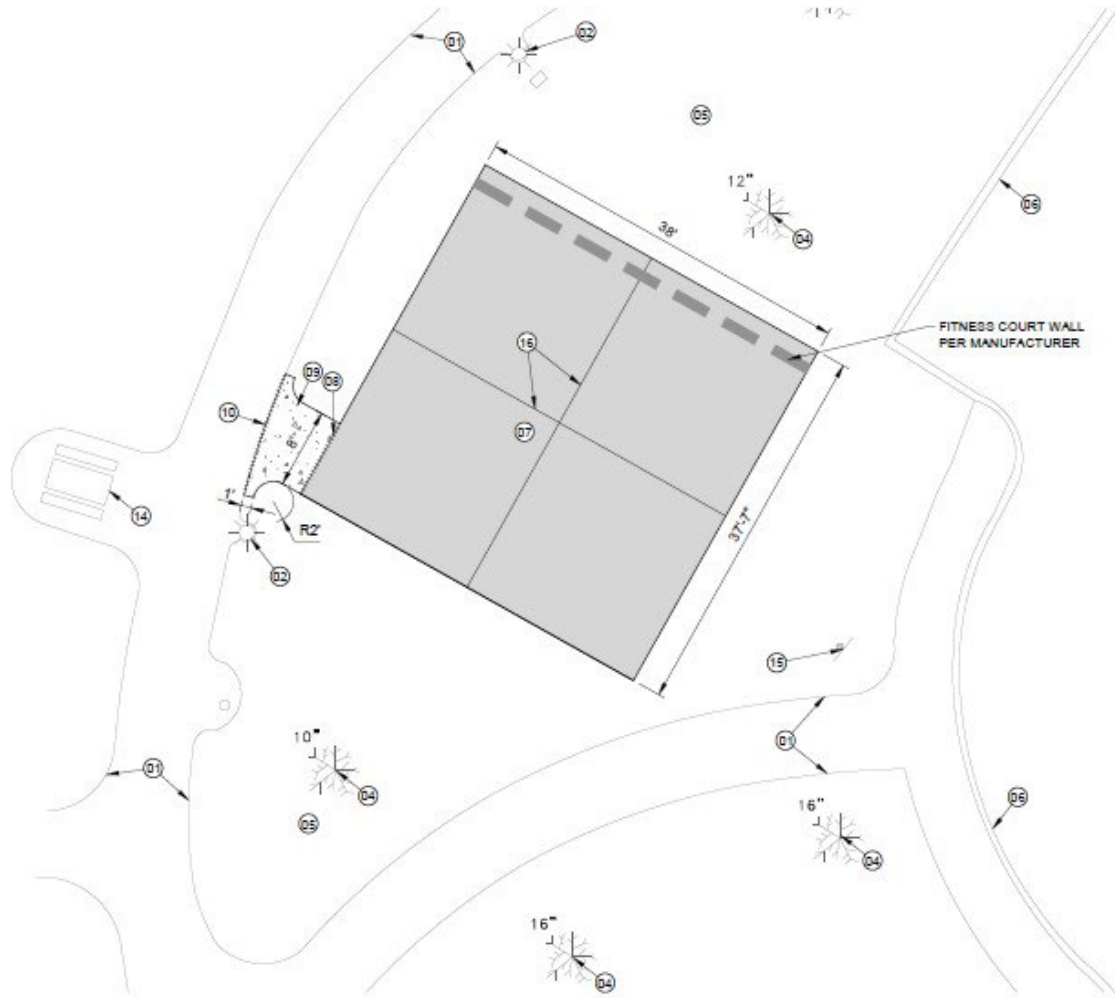


- **July 2021** – Addison Parks & Recreation was offered a \$25,000 grant from Texas Recreation and Park Society (TRAPS) and NFC to apply towards the purchase of outdoor fitness equipment. To apply for the grant the location must be deemed appropriate by the grant committee and meet the following criteria:

- **Iconic Sites** – Visibility plays a key role in bringing power and excitement to the Fitness Court.
- **Accessibility** – To support the campaign’s initiative of world class free fitness for all, the Fitness Court should be placed in a publicly accessible area.
- **Connectivity** – The fitness court is designed as a piece of healthy infrastructure that pairs with city parks, trails and pedestrian infrastructure.

As part of the site selection process an activity analysis map is created to identify areas of high pedestrian traffic. Les Lacs Park had a high level of pedestrian traffic as indicated in the brighter yellow – white colors.

Background – Site Selection



Background – Public Input

Received 64 Votes



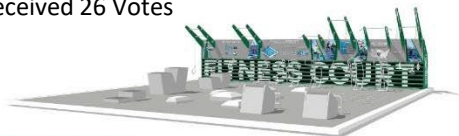
NATIONAL FITNESS CAMPAIGN
FITNESS COURT INTERIOR LAYOUT AND GRAPHICS - OPTION 01



FITNESS COURT EXTERIOR FITNESS WALL GRAPHIC - OPTION 01

Park Improvements - Fitness Court and Graphic Options

Received 26 Votes



NATIONAL FITNESS CAMPAIGN
FITNESS COURT INTERIOR LAYOUT AND GRAPHICS - OPTION 02



FITNESS COURT EXTERIOR FITNESS WALL GRAPHIC - OPTION 02

Received 16 Votes

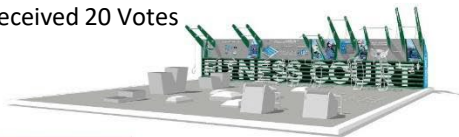


NATIONAL FITNESS CAMPAIGN
FITNESS COURT INTERIOR LAYOUT AND GRAPHICS - OPTION 03



FITNESS COURT EXTERIOR FITNESS WALL GRAPHIC - OPTION 03

Received 20 Votes



NATIONAL FITNESS CAMPAIGN
FITNESS COURT INTERIOR LAYOUT AND GRAPHICS - OPTION 04



FITNESS COURT EXTERIOR FITNESS WALL GRAPHIC - OPTION 04

KEY NOTES

- 01 REPLACE DAMAGED PEDESTRIAN CONCRETE (PAVING)
- 02 30'-0" X 30'-0" FITNESS COURT IN I.C. NOT IN CONTRACT - DEMO EXISTING BENCH AND 10" GAULPER TREE.
- 03 FITNESS COURT - FITNESS WALL



AREA 'B' - FITNESS COURT - REF. PAGE A1 - SCALE: 1"=20'-0"

Redding Trail Park Improvements

Schematic Design

Parkhill

Schrickett
Rollins

A4

- **August 2021** – A public input meeting was held on Redding Trail Drainage and Trail Improvements in which public input was gathered regarding the community’s preference for graphics and color for the Outdoor Fitness color. The location of the court was also included in the graphics made available to the community.
- **August 2021** – In addition to the public meeting a Fitness Station survey was made available to residents to identify the community’s preference for graphics and color scheme for the Outdoor Fitness Court. The location of the court was also included in the graphics made available to the community. Option A, the Cyan color scheme was favored by 64 residents, a total of 126 residents participated in the survey*.
- **September 2021**- Council accepted the grant for the fitness equipment and approved the purchase of the equipment.
- **October 2021** – The equipment was purchased and is awaiting installation.

*One resident did comment on the social media announcement for the court that a none of the above option should have been included.

Background – Project Announcement

Town of Addison September 27

At its September 14 meeting, Addison City Council approved a contract with National Fitness Campaign for an outdoor fitness court in Les Lacs Park. The fitness court is one of the many parks improvements approved by voters in the November 2019 Bond Election.

The new court offers a system built around 7 movements in 7 minutes and is geared towards people of all abilities. Court users may also download an app that offers free workouts created by trainers. Recently, Addison was selected as one of twenty Texas cities to receive a \$25,000 National Fitness Grant. This grant will help offset the cost of the station. Equipment installation is anticipated to begin in February of 2022.



89 13 Comments 7 Shares

Like Comment Share

- **September 2021** – Communications were shared in the Town newsletter and online highlighting that Council approved a contract with NFC for the outdoor fitness court at Les Lacs Park.
- The social media engagement reached 3,477 people and feedback gathered was positive with 94 likes and 18 hearts. Comments made were:
 - Nice!
 - How awesome. This will be a great addition.
 - This is cool! Can't wait to use this.
 - Love this!!! Where exactly will it be located?
 - Wow, this is going to be amazing!
 - Exciting!
 - How Awesome!
 - Sounds great!

Local Municipalities with Fitness Courts



Because of concerns shared, by the group of residents, staff reached out to DFW municipalities with a NFC Fitness Court and asked questions to gather additional information.

City	Length of Installation	Maintenance Issues	Nuisance Issues	Usage	Use by Age Group	Additional Comments
Balch Springs	Just opened	Facility is new	No	Average for a new facility	All ages but mostly used by residents in their 30-50's	Has had good feedback about graphics on mural wall.
Fate	3 Years 11 Months	Normal Aging and a cushion that was torn by a teenager.	Not to my knowledge. The court is right next to our heavily used basketball court and I am not aware of any disrespect.	Low to Average	We are a young community, so the highest use is those in their 30-40's, which is most of our community.	This is a great benefit to our community that can work out on their schedule, in open air, which with Covid is a good thing. The app has evolved and is useful!
Grapevine	4 years	Only routine maintenance	Occasional teen / tween climbing on equipment but not a common occurrence or something we have problems with.	Low to Average	It appeals to a wide range of uses but most users are middle aged. We do have several seniors that use it as well	I would encourage you to make sure it has shade. Locating it by a sports field and / or walking trails like ours encourages folks to stop by in the middle of a walk a do cardio exercise.
McKinney	2 Years	No, Just follow the maintenance guidelines	No	High	All Age Groups	Court provides outdoors workouts which has been helpful during the pandemic. Allows recreation teams a space for events / classes. This was a great addition to our park system and we are very happy with the free fitness it provides the public.
Midlothian	8 Months	No, it is low maintenance	We have not had any issues with disrespectful or unruly users.	Never crowded but consistent use through out the day	Average age group is 30-50. Middle School Tennis Coach uses it to train students and other fitness groups use it also.	It has been well received. We are happy we added it to our amenities, especially with Covid hanging around.

In this presentation, staff has shared with Council the concerns from a group of residents and has provided background information regarding:

- Identification of recreation needs for Les Lacs Park
- Site Selection Process
- Equipment Selection Process
- Public Input gathered regarding aesthetics
- Feedback from other municipalities

Staff requests Council discussion in order to determine how to move forward with the installation of the purchased equipment.

Questions?

Council Meeting

3.

Meeting Date: 02/08/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the January 19, 2022 Special City Council Meeting.

BACKGROUND:

The minutes for the January 19, 2022 special City Council meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - January 19, 2022

DRAFT



SPECIAL MEETING OF THE CITY COUNCIL

January 19, 2022

ADDISON TREEHOUSE

**14681 MIDWAY RD. SUITE 200,
ADDISON, TX 75001**

5:30 PM EXECUTIVE SESSION

The Addison City Council conducted its Special Council Meeting on Wednesday, January 19, 2022, 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 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- **Interview master developer finalists for the Town's Transit-Oriented Development Project in the Addison Circle area.**

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 5:32 p.m.

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.

Mayor Chow reconvened the City Council into Open Session at 10:00 p.m. No action was taken as a result of Executive Session.

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

4.

Meeting Date: 02/08/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on the Minutes from the January 25, 2022 City Council Meeting.

BACKGROUND:

The minutes for the January 25, 2022 City Council Meeting have been prepared for consideration.

RECOMMENDATION:

Administration recommends approval.

Attachments

Minutes - January 25, 2022

DRAFT

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

January 25, 2022

**6:00 p.m. Executive Session & Work Session
7:30 p.m. Regular Meeting**

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

The Addison City Council conducted its Regular Council Meeting on Tuesday, January 25, 2022, 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 551.087, Texas Government Code, to discuss or deliberate regarding commercial or financial information that the City Council has received from a business prospect or business prospects that the City Council seeks to have locate, stay, or expand in or near the territory of the Town of Addison and with which the City Council is conducting economic

development negotiations, and/or to deliberate the offer of a financial or other incentive to such business prospect or business prospects:

- **Project Tailor**
- **Discuss master developer proposals for the Town's Transit Oriented Development Project**

Mayor Chow closed the Open Session to convene the City Council into Closed Executive Session at 6:06 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 8:40 p.m. No action was taken as a result of Executive Session.

WORK SESSION

1. Present and discuss the Council Calendar for February, March, and April 2022.

City Secretary Irma Parker reviewed the meeting schedule for February, March and April 2022. She advised that the Spring Town Meeting is tentatively on the calendar for Wednesday, April 13th due to this being the only date available at the hotel venue. Alternative locations and dates were discussed, and it was determined that staff will check availability at other venues for April 14th and April 18th. The date will be finalized at a future meeting.

2. Present and Discuss the Airport Quarterly Report for the Fiscal Year 2021 Fourth Quarter Ended September 30, 2021.

Joel Jenkinson, Airport Director, presented this item. He advised the purpose of this item is to provide City Council with an overview of key Airport performance measures for the fourth quarter of Fiscal Year 2021, which ended on September 30, 2021. This is the first of what will be a regular quarterly report on Airport performance measures and other significant events. This report also includes year-end summary data for the full Fiscal Year 2021.

Mr. Jenkinson advised the report presents data on revenue, fuel flowage, and aircraft operations (take-offs and landings) including international operations. The report also includes a snapshot of the Airport's real estate portfolio.

Highlights from the fourth quarter include:

- Aircraft operations continue to show a strong trend of recovery from the pandemic.
- Instrument Flight Rules (IFR) operations, which are a good marker for jet and turbo-prop operations, were unusually strong.

- Fuel flowage for the fourth quarter posted the highest quarterly volume in roughly 14 years. Jet-A accounted for 91.8% of the total fuel volume for the quarter.
- Addison is benefiting from the closure of Runway 13R/31L at Dallas Love Field, which began April 27, 2021 and is expected to continue at least until the end of April 2022. Congestion resulting from Love Field being reduced to a single-runway operation has encouraged a significant volume of business aviation traffic to select Addison as an alternative. This development has positively impacted Addison's IFR operations and Jet-A fuel flowage volume.
- Real estate revenues remained flat, while fuel flowage fee revenue increased in proportion to fuel flowage volume, driving up total revenues.
- With respect to the real estate portfolio, the airport is effectively at 100% occupancy.
- The Galaxy FBO project is nearing completion and is expected to open in early February 2022. When Galaxy FBO opens, it will add more than 100,000 square feet of much-needed hangar capacity at Addison.
- The U.S. Customs and Border Protection (CBP) and Airport Administration building is substantially complete as of October 15, 2021. Substantial completion is when the project is available for the owner or tenant to occupy the space to either operate or in this case complete tenant finish-out. The October 15 date is when CBP was able to enter the first floor space and begin finish-out for installation of their items. Security and access controls are the responsibility of JC Commercial to install, however that work is at the direction of CBP. It is anticipated that CBP will occupy the first floor of the facility on January 31, 2022.

Highlights from the full Fiscal Year 2021 include:

- Total aircraft operations were down slightly (between 4% and 5%) compared with Fiscal Years 2019 and 2020. However, annual IFR operations reached their highest level since Fiscal Year 2008.
- Total annual fuel volume was up 24.1% over the Fiscal Year 2020 total and reached its highest annual value since Fiscal Year 2007.
- Total annual revenue was essentially flat from prior years, excepting the anomalous Fiscal Year 2019 in which a one-time \$1 Million lease pre-payment was received in connection with the Galaxy FBO ground lease.

Mr. Jenkinson provided an update on the Customs & Border Protection (CBP) and Airport Administration offices project. He advised airport staff occupied the 2nd floor at the end of April and the first of May the second floor substantially completed. The first floor was substantially completed on October 15 with CBP's IT and access controls not yet completed. The CBP is expected to occupy the 1st floor on January 31, 2022.

Mr. Jenkinson advised that the Galaxy Fixed Base Operation (FBO) project construction commenced at the end of 2019 following an initial lease payment in July 2019 of \$1 million. Substantial completion is expected in February 2022 and initial operations are expected to commence then as well.

Mr. Jenkinson reviewed the Atlantic Aviation FBO project. He advised that a new ground lease was approved by Council on August 11, 2020 with three extensions of lease term tied to capital investments totaling a minimum of \$14 Million. He noted that Atlantic Aviation was acquired by Kohlberg Kravis Roberts (KKR) from Macquarie Infrastructure Corporation for \$4.475 Billion with the sale closed on September 24, 2021. Ameristar formally located at 4451 Glenn Curtis Drive has moved out of Hangar 2. Demolition of Hangar 2 and construction of a new hangar must be completed by four years after lease commencement date. This is a minimum of a \$6 million capital investment. Atlantic is still in the plan development phase for the new hangar.

Mr. Jenkinson reviewed pending projects as follows:

- Runway and taxiway pavement preservation and runway re-designation
- FY21 AIP grant; original amount was \$1,475,000; reduced to \$1,031,020 based on bids received.
- Project includes crack sealing on runway, Taxiway Alpha, and connecting taxiways.
- Project also includes runway designation change, from 15-33 to 16-34, with replacement of airfield guidance sign panels and addition of (thermoplastic) surface-painted holding position signs.
- The project has been postponed until spring, as the products cannot be applied in cold weather.
- Runway designation will officially change to 16-34 with the March 27, 2022, FAA chart publication.
- Design for Taxiway Bravo extensions
- FY21 AIP grant in the amount of \$805,000 (90% FAA, 10% local match).
- Engineering consultant selection RFQ advertised January 6, 2022; responses due February 2, 2022.
- Construction of Taxiway Bravo extensions and west side service road (first phase).
- FY22 AIP grant, estimated amount of \$7.5 Million (90% FAA, 10% local match except for road at 50%).
- TxDOT will request local matching funds after bids are received (estimated match: \$1,440,400).

In response to a question from Mayor Pro Tempore Quintanilla, Mr. Jenkinson advised that he plans to have a calendar year report following the end of 2022. Mayor Pro Tempore Quintanilla also inquired about the need for additional fuel storage. Mr. Jenkinson responded that there are four storage tanks and approximately one is being used each day. He would like to enlist an engineering firm to design additional fuel storage tanks to interface with the existing tanks in order to have more than one-week's supply of fuel on-hand.

Deputy Mayor Pro-Tempore Walden inquired about a grand opening for the Galaxy FBO. Mr. Jenkinson advised they will have a soft opening. A grand opening is possible this Spring for both Galaxy and the U.S. Customs and Border Protection facilities.

Discussion of potential future expansions followed. Council Members expressed appreciation for this comprehensive report.

REGULAR MEETING

Announcements and Acknowledgements regarding Town and Council Events and Activities

- **Addison Fire Department Heart Safe Community Recognition**

Melissa Christon from the North Central Texas Trauma Regional Advisory Council (NCTTRAC) presented Mayor Joe Chow, Fire Chief David Jones, Deputy Chief C.J. Alexander, and Battalion Chief John Lage with a certificate designating Addison as a Heart Safe Community. The Heart Safe Community Program is designed to recognize the efforts a community makes to protect its citizens from the effects of heart disease and sudden cardiac death by evaluating different aspects of the system as a whole. NCTTRAC evaluated Addison on its ease of access to pre-hospital emergency care, the response of emergency first responders, public placement of automated external defibrillators, citizen CPR training, public health initiatives, and dedicated cardiac care at local hospitals before selecting them for this recognition.

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.

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.*

3. **Consider Action on the Minutes from the January 11, 2022 City Council Meeting.**

MOTION: Council Member Willesen moved to approve Consent Agenda Item 3 as submitted. Mayor Pro Tempore Quintanilla seconded the motion. Motion carried unanimously.

Regular Items

4. **Present, Discuss, and Consider Action on Change Order #4 (Final Reconciliation Change Order) to the Contract with JC Commercial, Inc. for Various Costs Related to Unforeseen Site Conditions, Changes Requested by Town Staff, and Changes Requested by the United States Customs Staff for the Airport Administration and Customs and Border Protection Facility at Addison Airport and Authorize the City Manager to Execute the Change Order in an Amount Not to Exceed \$222,681.13.**

Joel Jenkinson, Airport Director provided a project schedule review for the Airport Administration and Customs and Border Protection Facility at Addison Airport. He advised the project began October 15, 2019. The substantial competition date for the Airside (ramp) was April 22, 2021. The Landside (2nd floor for Airport staff) occupancy date was April 30, 2021 and the Landside (1st floor for the Customs and Border Protection) projected operation date is January 31, 2022. The project budget of \$9,009,967.00 was presented. It is estimated to finish under budget at \$8,871,170.03.

Construction Management Engineer Mitchell McAnally presented an overview for Change Order #4. This is the final change order and includes project credits, CBP initiated changes, Town of Addison initiated changes, and other items such as building functionality, material ordering issues and installation conflict items. Details of these items was provided.

The total cost of changes in each of the four categories, along with the total proposed cost of this final reconciliation change order is as follows:

CHANGE ORDER #4 COST CATEGORY	AMOUNT
Project Credits	\$(16,275.75)
CBP Initiated Change Items	\$111,065.53
Town of Addison Initiated Change Items	\$22,691.22
Building Functionality, Material Ordering Issues, & Installation Conflict Items	\$105,200.13
FINAL RECONCILIATION CHANGE ORDER #4 TOTAL COST	\$222,681.14

In addition to the cost, Change Order #4 items added 244 days to the total contract time, with a resulting substantial completion date of October 15, 2021. Security and access controls are the responsibility of JC Commercial to install; however, this work is at the direction of CBP. Additional contract days to reach substantial completion were necessitated mainly by delays in obtaining specified items or in identifying and obtaining acceptable substitutes for specified items. Additional time beyond the substantial completion date was required to procure and install CBP-specified IT, security, and access control items. The project has not incurred construction administration charges beyond the substantial completion date. While the project will finish well behind the original schedule, approved and proposed changes remain within the available contingency amount.

Mayor Pro Tempore Quintanilla requested the City Manager prepare a “lessons learned” follow-up report regarding this project. City Manager Pierson expressed his appreciation to everyone involved in this project. He also reminded the Council that this project is not being paid for with taxpayer dollars but with Airport user fees.

MOTION: Deputy Mayor Pro Tempore Walden moved to approve. Mayor Pro Tempore Quintanilla seconded the motion. Motion carried unanimously.

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: 02/08/2022

Department: Police

Pillars: Gold Standard in Public Safety

AGENDA CAPTION:

Consider Action on an **Ordinance Revising Sec. 78-162 Authority to Remove Illegally Parked Vehicles.**

BACKGROUND:

The Town recently revised the following two sections of Chapter 78 (Traffic and Vehicles) of the Town's Code of Ordinances (Code) at the January 11, 2022 Council Meeting: Sec. 78-175 (Overnight Parking of Certain Vehicles Within Residential Areas Prohibited) and Sec. 78-286 (Storage). In the process of preparing these updates, our City Attorney's office identified an additional issue with Sec. 78-162 (Illegally Parked Vehicles).

Specifically, this section of the Code only grants local authority to tow or remove illegally parked vehicles that are in violation of Sec. 78-165 (Designation of No Parking and Permitted Parking Areas) which prohibits certain on-street parking between 2am - 6am. Because no other local parking violations are identified in Sec. 78-162, the Town presently does not have general local authority to remove illegally parked vehicles under any other section of Chapter 78, including the recently updated commercial vehicle parking and storage sections and several other sections regulating parking on public and private property. This issue does not currently prevent the Town from enforcing violations through issuance of criminal citations and does not prevent removal of vehicles where state law expressly authorizes this authority (e.g., abandoned vehicles, etc.).

The revised ordinance corrects this issue by granting local authority to the Police Department, Code Enforcement or any other designee of the City Manager to tow and remove vehicles that are illegally parked in violation of Chapter 78 of the Code.

RECOMMENDATION:

Administration recommends approval.

Attachments

Ordinance - Sec 78-162

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS, AMENDING CHAPTER 78, ARTICLE IV, BY AMENDING AND RESTATING SECTION 78-162 (AUTHORITY TO REMOVE ILLEGALLY PARKED VEHICLES); PROVIDING AUTHORITY FOR THE REMOVAL OF ILLEGALLY PARKED AND STORED VEHICLES; PROVIDING FOR A PENALTY; A SEVERABILITY CLAUSE; A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted local regulations governing the parking and storage of vehicles within the City to protect the health, safety, and welfare of the general public and citizens of the City; and

WHEREAS, the City Council finds it necessary to modify the existing local regulations governing the removal of unlawfully parked or stored vehicles in order to mitigate the adverse effects caused by such vehicles and to ensure the safe use of public and private roadways, streets, alleys, rights-of-way, parking lots, parking facilities, and other public and private property within the City; and

WHEREAS, the City Council hereby desires to amend the City’s Code of Ordinances, Chapter 78, Article IV, by amending and restating Section 78-162, providing for the City’s authority to remove vehicles parked or stored in violation of Chapter 78 of the Code of Ordinances.

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

SECTION 1. That 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. That Chapter 78, Article IV, Section 78-162 is hereby amended and restated to read as follows:

“...

Sec. 78-162. – Authority to Remove Illegally Parked Vehicles.

(a) The city council has determined that vehicles parked, left standing, or stored in violation of this Chapter present an inherent threat to the health, safety and general welfare of the public and residents within the town. Accordingly, in addition to any penalty or other remedy found in this Chapter, the city manager, chief of police, or any other person duly authorized by the foregoing, including persons with whom the town may have a valid contract for the removal of vehicles, is hereby authorized to remove any vehicle parked, left standing, or stored in violation of this Chapter.

(b) It is the intent of the city council that the authority granted in this section is granted to the greatest extent permitted by law; provided, that this authority shall not apply where

removal of a vehicle in violation of this Chapter is expressly prohibited by or would be in direct conflict with other applicable law.

...”

SECTION 3. Any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to penalty as provided for in the Code of Ordinances, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, Section 1-7 of the Code of Ordinances for the Town of Addison.

SECTION 4. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the City Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. All ordinances of the City in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. 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 8th day of FEBRUARY 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Parker, City Secretary

Whitt Wyatt, City Attorney

Sec. 78-162. — Authority to Remove Illegally parked Parked Vehicles.

(a) The city council has determined that vehicles.

The chief of police parked, left standing, or any other officer of the police department shall remove or order removal of any vehicle parkingstored in violation of section 78-165, such violation being deemed injuriousthis Chapter present an inherent threat to the health, safety and general welfare of the public and residents within the town. Accordingly, in addition to any penalty or other remedy found in this Chapter, the city manager, chief of police, or any other person duly authorized by the foregoing, including persons with whom the town may have a valid contract for the removal of vehicles, is hereby authorized to remove any vehicle parked, left standing, or stored in violation of this Chapter.

(b) It is the intent of the city council that the authority granted in this section is granted to the greatest extent permitted by law; provided, that this authority shall not apply where removal of a vehicle in violation of this Chapter is expressly prohibited by or would be in direct conflict with other applicable law.

Council Meeting

6.

Meeting Date: 02/08/2022

Department: Information Technology

Pillars: Excellence in Asset Management

Milestones: Maximize use of cutting edge technology to enhance public safety

AGENDA CAPTION:

Consider Action on a **Resolution Approving the Purchase of (120) Microsoft Windows 2019 Server Licenses, (4) Microsoft SQL 2019 Server Licenses, and (120) Microsoft Windows 2019 Server Client Access Licenses and Authorizing the City Manager to Execute the Purchase Order** in an Amount Not to Exceed \$76,152.08.

BACKGROUND:

Since 1998, each Town department has been annually contributing to the Information Technology Equipment Replacement Fund based on their total number of users. This fund allows the Town to evaluate and replace systems, including hardware and software, on a regular basis in order to be responsive to the increasing demands on the network.

Currently, we are using Microsoft Windows 2012 Server and 2012 SQL Server Licenses, which based on Microsoft's Licensing Policy includes:

- Support for 2012 SQL Server which will end on July 12, 2022
- Support for Windows 2012 Server and 2012 R2 will end on October 10, 2023

'End of support' means regular security updates will no longer be provided. With cyber attacks becoming more sophisticated and frequent, running apps and data on unsupported versions can create significant security and compliance risks. Upgrading to the most current versions will provide better performance, efficiency, and regular security updates.

Staff identified the proposed vendor, SHI, through the Texas Department of Information Resources (DIR) cooperative contracts program. The DIR simplifies the procurement process for public sector entities by releasing Request for Proposals (RFPs) and choosing vendors at the State level. State agencies and local governments are then able to purchase from these approved vendors at the bid prices. This saves the Town the time and expense of conducting the RFP process and allows the Town to benefit from the bulk purchase pricing available through the program.

This item is budgeted in the Information Technology Replacement Fund and it is

below the budgeted amount of \$100,000. This upgrade will take 4 months to complete.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Approving the Purchase of Microsoft Server Licenses

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, APPROVING THE PURCHASE OF ONE HUNDRED AND TWENTY (120) MICROSOFT WINDOWS 2019 SERVER LICENSES, FOUR (4) MICROSOFT SQL 2019 SERVER LICENSES, AND ONE HUNDRED AND TWENTY (120) MICROSOFT WINDOWS 2019 SERVER CLIENT ACCESS LICENSES (CAL); AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$76,152.08; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is currently using the 2012 versions of Microsoft Windows Server and SQL Server (the “Server Licenses”) for the City’s primary server systems; and

WHEREAS, pursuant to Microsoft’s Licensing Policy, support and regular security updates for the City’s Server Licenses are scheduled to be phased out beginning on July 12, 2022; and

WHEREAS, the City Council has determined it necessary to upgrade the current Server Licenses and therefore authorizes the purchase of the 2019 versions of the Microsoft server licenses identified below (the “Licenses”), being more particularly described in the SHI Government Solutions Quotation # 21459501, dated January 11, 2022 (the “Quote”).

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

SECTION 1. The City Council hereby approves the purchase of the following Licenses in an amount not to exceed \$76,152.08, as more particularly described in the Quote attached to this Resolution as **Exhibit A:**

<u>Quantity</u>	<u>Description</u>
120	Microsoft Windows 2019 Server Licenses
120	Microsoft Windows 2019 Server Client Access Licenses
4	Microsoft SQL 2019 Server Licenses

The City Manager is hereby authorized to execute such purchase orders and other documents as may be necessary to effectuate the purchase and delivery of the same.

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 **8th** day of **FEBRUARY 2022.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A



Pricing Proposal
Quotation #: 21459501
Created On: Jan-11-2022
Valid Until: Feb-28-2022

Town Of Addison

Inside Account Executive

Chad Hancock
Phone: (972) 450-2856
Fax:
Email: chancock@addisontx.gov

Mike Ur
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1356
Fax:
Email: mike_ur@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server 2019 Datacenter - License - 2 cores - Select Plus - Single Language Microsoft - Part#: 9EA-01291 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	120	\$524.96	\$62,995.20
2 Microsoft SQL Server 2019 Standard - License - 2 cores - volume - Linux, Win - Single Language Microsoft - Part#: 7NQ-01588 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	4	\$2,386.22	\$9,544.88
3 Win Server CAL 2022 Sngl UCAL Microsoft - Part#: R18-06495 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092	120	\$30.10	\$3,612.00
		Total	\$76,152.08

Additional Comments

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Council Meeting

7.

Meeting Date: 02/08/2022

Department: Special Events

Pillars: Optimize the Addison Brand

Milestones: Leverage the new Customs facility to promote international travel use of the Airport

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Entertainment Agreement Between the Town of Addison and Disturbing Tha Peace Touring, Inc. for the Personal Services of Musicians and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$115,000.

BACKGROUND:

The Town is using the professional services of Degy Booking International, Inc. to negotiate and secure performing talent for Town of Addison events. The company's reputation for securing and routing talent is highly regarded in the industry. This is the Town's fourth year using the agency's services, and the Town has been pleased with its ability to secure talent within the parameters of our music genres, the artists' routing availability, and remain within budget. As the talent producer, a representative of Degy Booking International, Inc. will be onsite for all performances booked through the agency. The fee for the company's services is 10% of the band's proceeds, with no commission from the gate or merchandise sales.

Music artist Ludacris will perform on Friday evening at Taste Addison 2022 for 60 minutes as the headlining act. Ludacris is a popular rapper and actor who has been releasing hit songs since 1999. His music has won three Grammy Awards, and he is well-known for his role in the Fast and Furious film series. The cost for this talent is not to exceed \$115,000. Funding for this entertainment agreement will come from the Hotel Fund.

The resolution approves the agreement between the Town of Addison and Disturbing Tha Peace, Inc. for the services of (f/s/o) Ludacris for Taste Addison 2022.

RECOMMENDATION:

Administration recommends approval.

Resolution - Addison Entertainer Agreement - Disturbing Tha Peace

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND DISTURBING THA PEACE TOURING, INC. F/S/O LUDACRIS FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$115,000 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Entertainment Agreement between The Town of Addison and Disturbing tha Peace Touring, Inc. f/s/o Ludacris including the Artist Rider and Addenda for performance at Taste of Addison in an amount not to exceed \$115,000, copies of which are attached to the Resolution as **Exhibit A**, are 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 **8th** day of **FEBRUARY 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A



ENTERTAINMENT AGREEMENT

Event

Taste Addison

Venue

Addison Circle Park
4970 Addison Circle, Addison, TX 75001

Entertainer Name

Disturbing the Peace, Inc. F/S/O Ludacris

Performance Date(s) & Times

June 3, 2022 11:00pm-12:00am (60 minutes)

Total Compensation

\$115,000

Agreement Effective Date

January 6, 2022

Deposit*

\$28,750

**To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, and Invoice, and completion of Form 1295 Certificate of Interested Parties. Additional \$28,750 to be paid 30 days prior to Performance Date, with the balance to be paid upon completion of the Performance in conformance with the terms and conditions of this Agreement.*

Description of Performance:

Entertainer to provide live music performance, including vocals and instruments.

Entertainer Agreement Documents and Authorized Signatures

The following constitute the contract documents for this Agreement and shall be collectively referred to herein as the "Agreement":

1. This Entertainment Agreement Summary Page
2. Terms and Conditions
3. Addendum A – Standard Performance Addendum
4. Addendum B – Insurance Requirements
5. Addendum C – Main Stage Production Rider
6. Addendum D – Entertainer Riders


THIS ENTERTAINMENT AGREEMENT ("AGREEMENT") IS MADE AS OF THE EFFECTIVE DATE BETWEEN THE TOWN OF ADDISON AND ENTERTAINER FOR THE PURPOSE OF DEFINING THEIR RESPECTIVE RIGHTS AND RESPONSIBILITIES AND MEMORIALIZING THE TERMS AND CONDITIONS PURSUANT TO WHICH ENTERTAINER WILL PROVIDE THE PERFORMANCE DESCRIBED HEREIN. EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THE SIGNER IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO BIND THE PARTY AUTHORIZING SUCH SIGNATURE.

For Town of Addison:

Wesley S. Pierson
City Manager

Date

For Entertainer:


Greg Rogere
Representative


Date

Legal Notice Address:*

Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Road
Addison, Texas 75254

Legal Notice Address:

Disturbing Tha Peace Touring Inc.
c/o Cara Lewis Group, LLC
301 East 48th Street, Suite 3F
New York, NY 10017

**Legal notices only - Please contact Special Events (specialeventsinfo@addisontx.gov) or the Addison Representative identified in Addendum A for all other matters related to this Agreement.*

EXHIBIT A

ENTERTAINMENT AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the Town of Addison and Entertainer (each being a 'party' and collectively the 'parties' to this Agreement) hereby agree as follows:

1. Definitions

- 1.1. "**Addison**" or "**City**" means the Town of Addison, Texas.
- 1.2. "**Addison or City Representative**" means the individual representative(s) identified in Addenda A to this Agreement.
- 1.3. "**Agreement**" means this entertainer agreement, including all contract documents described on the summary page of this Agreement.
- 1.4. "**Effective Date**" means the agreement effective date identified on the summary page of this Agreement.
- 1.5. "**Entertainer**" means the individual or legal entity identified on the summary page of this Agreement, including Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives. Unless the context clearly indicates otherwise, the term further includes all persons participating in the Performance, including Entertainer's members, crew, security personnel, and all other persons under Entertainer's direction or control during the Performance (the latter being occasionally referred to in this Agreement as "Entertainer's Crew").
- 1.6. "**Event**" means the event identified in the summary page of this Agreement where the Performance will take place.
- 1.7. "**Event Location**" means the location of the Event, including the entirety of the venue and premises of the Event. The foregoing definition shall include all parking lots, alleys, streets, sidewalks, pedestrian access ways, and all other City owned property in the immediate vicinity of the Event Location.
- 1.8. "**Performance**" means the performance described on the summary page of this Agreement, including all labor, services, materials, and other equipment to be provided by Entertainer in connection therewith. The term Performance shall include the pre- and post-performance activities of Entertainer, including all load-in and load-out activities in connection with the Performance.

2. Agreement Term; Performance Guidelines

- 2.1 **Term.** The term of this Agreement shall begin upon the Effective Date and shall expire upon completion of the Performance.
- 2.2 **Conformance with Agreement Terms.** Entertainer expressly agrees to conduct the Performance in strict conformance with the terms, conditions, and provisions of this Agreement, including all addenda hereto. Entertainer represents and warrants that it has the authority to enter into this Agreement and to fully perform its obligations contained herein.
- 2.3 **Time for Performance.** Entertainer shall be fully prepared and ready to conduct the Performance in a prompt and timely manner on the date(s) and at the time(s) stated on the summary page, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the City reserves the right, in its sole discretion, to modify the Event and/or Performance schedule at any time without prior notice to Entertainer.
- 2.4 **Manner of Performance.** Entertainer shall have the exclusive and sole control, creative and otherwise, over the means and methods employed by Entertainer in conducting the Performance, subject to the terms and conditions of this Agreement. The Performance and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and safe manner and in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, and policies. The essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer; consequently, Entertainer shall not omit or substitute any person that is expected to participate in the Performance without the prior written permission of City. Moreover, Entertainer shall not be under the influence of any intoxicating beverages, narcotics, drugs, or other substance that, at any time during the Performance, causes physical, mental, or other disability, including, but not limited to, changes in physical appearance or voice that, in City's sole judgment, interferes with the Performance. Entertainer shall at all times be responsible and liable for the acts and omissions of Entertainer in connection with or related to the Performance.
- 2.5 **Performance Content.** Addison supports artistic freedom and expression and takes pride in providing an environment for musicians and entertainers alike to perform without restrictions that might otherwise hinder or infringe on an individual's creativity. Addison also has a responsibility to our guests and patrons to provide a safe, family friendly environment that takes into consideration all persons' gender, age, physical capabilities, choice of lifestyle, and cultural background. In that regard we ask that all of our musicians and entertainers be mindful to those considerations, to conduct themselves in a manner appropriate to the event and to refrain from gestures or language that could be deemed offensive.
- 2.6 **Equipment.** All goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and shall not cause injury or damage to any person or property.

EXHIBIT A

- 2.7 **Merchandise Sales.** If Entertainer desires to sell merchandise on-site at the Event on the day of the Performance, Entertainer shall obtain prior approval from the City Representative. Entertainer is responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws.
- 2.8 **No Infringement.** Entertainer represents and warrants that it has all rights and privileges related to any and all intellectual property that will be used in any manner during the Performance (or in connection with the promotion of the Performance) and will not infringe, or allow any person under its control, to infringe upon any property right, copyright, patent right, or other legal intellectual property right of any person or entity at any time.
- 2.9 **Photographs and Images.** The Entertainer does hereby grant City permission in the form of a non-exclusive, limited, irrevocable, perpetual, fully paid-up, royalty-free, worldwide license to use, display, reproduce, distribute, transmit, and modify (including to create derivative works) any and all photographs or images of the Performance.
- 2.10 **Entertainer Use of City Logo.** Entertainer shall not be entitled to use the City's logo or brand without prior written consent of City. Any use of the City's logo or brand shall be in conformance with the City's brand usage policy.
- 2.11 **Security.** City typically provides security for the general public during City events but Entertainer is solely responsible for the security of Entertainer, Entertainer's Crew, and all personal property belonging to the same during the Event. The parties may mutually agree to an alternative security arrangement by written addendum to this Agreement.
- 2.12 **City Authority.** City has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. City may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer waives any claims for damages against City or any of its officers, agents or employees resulting from the exercise of this authority.
- 2.13 **Entertainer Rider(s).** Entertainer shall notify City in writing no later than sixty (60) days prior to the initial date of the Performance if Entertainer desires to include one or more entertainment riders with this Agreement. The City Representative will work with Entertainer to include any mutually agreed upon rider(s) as an addendum to this Agreement. Notwithstanding the foregoing, the City reserves the right to deny any rider and/or provision therein that, in the City's sole discretion, is in conflict with this Agreement.
- 2.14 **Violation of These Performance Guidelines.** Should Entertainer be in violation of any of the provisions of this Section 2, City shall, in its sole discretion, have the right to suspend, postpone, or cancel the Performance. If the City cancels the Performance pursuant to this section City shall be entitled to immediately terminate this Agreement in conformance with Section 4 below.

3. Compensation

- 3.1 **Compensation.** Entertainer will be compensated in accordance with the terms and conditions of this Agreement. The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance, including Entertainer's travel, accommodations, freight, local ground transportation, backline, and security expenses.
- 3.2 **Method of Payment.** Payment(s) by City shall be by business check or such other method as City may determine in City's sole discretion. Entertainer shall be required to provide a completed Form W-9 and Addison Vendor Information Form prior to receiving payment.
- 3.3 **Deposit; Payment Balance.** In the event an advance deposit is paid to Entertainer, the remaining balance due under this Agreement will be paid by City following Entertainer's satisfactory and successful completion of the Performance.
- 3.4 **Entertainer's Payment Obligations.** Entertainer shall be solely responsible for all other costs and expenses related to the Performance, including any and all insurance premiums, taxes, fees (including agent's fees), union dues, or commissions incurred as a result of or in any way related to the Performance.

4. Termination, Postponement and Cancellation

- 4.1 **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) days prior to the initial date of Performance. Upon notice of termination by either party under this section this Agreement shall be deemed cancelled and Entertainer shall return all funds paid to Entertainer by City, including the deposit (if any), within ten (10) business days following the date of cancellation.
- 4.2 **Termination for Breach.** If Entertainer is in breach of any provision of this Agreement and fails or refuses to cure the same upon reasonable notification (oral or written) by City, then City shall have the right to (i) immediately suspend or postpone the Performance, or (ii) cancel and terminate this Agreement.
- 4.3 **Postponement or Cancellation of the Event.** City reserves the right, in its sole discretion, to postpone or cancel the Event for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public

EXHIBIT A

welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature (any such event or reason being a "Force Majeure Event").

- a. If the Event is cancelled by City due to a Force Majeure Event at least 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall retain the deposit, if any, and City shall retain the remaining balance of the total amount payable to Entertainer under this Agreement.
 - b. If the Event is cancelled by City due to a Force Majeure Event less than 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall be paid in full, provided that Entertainer is on-site or in transit and remains ready, willing, and able to perform.
- 4.4. Postponement or Cancellation of the Performance. The Performance may be postponed or cancelled in any one or more of the following situations:
- a. Either party may, with the consent of the other party (which shall not be unreasonably withheld) postpone or cancel the Performance for or as a result of inclement weather that renders the Performance impossible.
 - b. City may cancel the Performance and immediately terminate this Agreement upon City's determination that Entertainer will or has failed to appear or conduct the Performance in conformance with this Agreement for any reason without the City's prior written consent.
 - c. City may cancel the Performance and immediately terminate this Agreement pursuant Section 2.14 above.
- 4.5. Damages Upon Termination. The parties agree that upon termination of this Agreement pursuant to Sections 4.2, 4.4(b) or 4.4(c) above, the damages that would be suffered by City would be difficult or impossible to determine and that in such case City shall be entitled to (i) receive a refund of all amounts previously paid to Entertainer under this Agreement and (ii) retain the remaining balance due to Entertainer under this Agreement. In addition, Entertainer shall be liable to City for damages in an amount equal to fifty (50%) of the total compensation amount identified on the summary page of this Agreement. The parties acknowledge and agree that the foregoing is not a penalty but represents a reasonable calculation of the actual damages that would be sustained by City as a result of such termination.

5. Indemnification; Assumption of the Risk

- 5.1. Indemnification. Entertainer shall, at its sole cost and expense, defend, indemnify, and hold harmless the Town of Addison, its officers, employees, agents, contractors, licensees, invitees, and volunteers (collectively "City Indemnitees") from and against all claims, liability, damages, costs, fines, penalties, expenses, and reasonable attorneys' fees incurred by City Indemnitees, or amounts paid by City in any settlement based on a third-party claim that results from (i) a violation by Entertainer, its officers, directors, employees, agents, contractors, licensees, or invitees, including Entertainer's Crew (collectively referred to in this indemnification section as "Entertainer") of any applicable law and/or City ordinance, regulation, policy, rule, or directive in connection with the performance of its obligations under this Agreement, (ii) any act or omission of Entertainer arising from or related to Entertainer's performance of this Agreement, and/or (iii) any act or omission of Entertainer that would be a breach or violation of this Agreement. Such defense, indemnity, and hold harmless obligation includes claims alleged or found to have been caused in whole or in part by the negligence of a City Indemnitee.
- 5.2. Indemnification Procedures. Entertainer shall promptly advise City in writing of any notice, claim or demand against a City Indemnitee or Entertainer related to or arising out of this Agreement and shall investigate and defend the same at Entertainer's sole cost and expense. Notwithstanding the foregoing, City shall have the right, at any time, to participate in the defense of such claim(s) with counsel of its own choosing. Entertainer shall not settle any claim that results in any liability or imposes any obligation on the City without the prior written consent of the City. If Entertainer fails to (i) timely respond to a notice of claim, or (ii) assume the defense of a claim, City shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of Entertainer, and Entertainer shall promptly reimburse City for all such costs and expenses.
- 5.3. Assumption of the Risk. Entertainer acknowledges and voluntarily assumes the risk for all damage and/or injury that may be caused in whole or in part or result directly or indirectly as a result of Entertainer's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of any City Indemnitee in connection with the Event. The foregoing assumption of the risk includes all conditions and defects, whether known or unknown by either party, in, on or about the Event Location.

EXHIBIT A

6. Miscellaneous Provisions

(a) Any action related to this Agreement will be governed by Texas law and controlling federal law. No choice of law rules of any jurisdiction will apply. (b) Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Performance shall be subject to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. (c) This Agreement, together with the addenda attached hereto, represents the parties' entire understanding relating to the subject matter hereof and supersedes any prior or contemporaneous, conflicting or additional, communications or agreements between the parties. (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. (e) No joint venture, partnership, employment, or agency relationship exists between Entertainer and City as a result of this Agreement or Entertainer's participation in the Event. (f) The failure of City to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. (g) Any notice required or permitted under the terms of this Agreement or required by law must be in writing to the parties' respective notice contact(s) identified in the summary page to this Agreement, and must be (i) delivered in person, (ii) sent by registered or certified mail return receipt requested, (iii) sent by overnight courier, or (iv) by email whose receipt is acknowledged by the party's notice contact. (h) Entertainer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. (i) The provisions contained in Section 5 of this Agreement shall survive termination.

- End of Terms and Conditions -

EXHIBIT A

Addendum A Performance Addendum

GENERAL INFORMATION

Addison Representative

Name: Yesenia Saldivar, Special Events Supervisor
Phone: 214-693-5439
Email: ysaldivar@addisontx.gov

Entertainer Representative

Name: Greg Rogers
Phone: 646-242-6613
Email: gregrogdtp@aol.com

All communications regarding the Event and Performance should be directed to the Addison's Representative identified above.

Number of Band/Crew: 8

Number of Vehicles: 1-2

Onsite Merch Sales: Yes No

EVENT SITE ACCESS; PARKING

Load-in/out

City will provide a reasonable amount of time for Entertainer to set up prior to its commencement and to tear down after its conclusion. Set up and tear down shall be conducted in a manner such that other performances are not disturbed or inconvenienced.

Parking

The City is responsible for the management and control all parking facilities on the Event Location. Entertainer shall be provided access to sufficient parking for the number of vehicles specified above. If no quantity is specified above, Entertainer shall be provided access to a minimum of 2 parking spaces at the Venue.

PRODUCTION INFORMATION

Stage Productions

Unless otherwise agreed by the parties, Addison will provide professional sound and lighting production equipment and labor for stage performances as outlined on Addendum C. Entertainer will be consulted regarding sound and lighting production equipment selection and design; however, Addison retains sole discretion in the selection and execution of sound and lighting production. All stage productions shall be subject to the following conditions:

1. Entertainer shall, at least thirty (30) days prior to the first day of the Performance, provide Addison a detailed outline of the Performance including all stage, lighting and sound requests.
2. The parties acknowledge there shall be no charges to Entertainer for sound and lighting production equipment or labor unless such charge is agreed to by the Parties in writing.
3. Unless otherwise agreed by the Parties in writing, Addison shall provide DJ backline only. All other necessary equipment for the Performance shall be provided by Entertainer at Entertainer's sole expense.

Meet & Greet

Entertainer to participate in a virtual meet and greet with up to 30 participants on the Performance day; specific time and location are per advance. In lieu of a virtual meet and greet, Entertainer may provide Addison with a 15-30 second promotional video featuring Entertainer verbally inviting the public to purchase tickets to Taste Addison to view the performance on June 3, 2022. Promotional video must be provided to Addison in .MP4 format no later than February 25, 2022.

Merchandise Sales

If Entertainer desires to sell merchandise onsite at the Event on the day of the Performance, Entertainer shall be responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws. Entertainer shall pay Addison 20% of gross sales for all soft and hard goods sold at the Event no later than ten (10) days after the Performance.

Radius Limitations

Entertainer may not perform within 100 miles of Addison, TX for six (6) months prior and thirty (30) days after the show date without the written consent of Addison, which is not to be unreasonably withheld.

Addendum A

Addison Entertainment Agreement

Page 6

EXHIBIT A

Catering and Hospitality

Addison will provide the following catering and hospitality services to Entertainer at the Event venue on the Performance day(s) only:

- Catering – A \$50 per person meal buyout will be provided by Addison upon arrival; no meals to be provided.
- Green Room – Addison to provide Entertainer with a private backstage travel trailer on the performance date only; green room is tobacco-free and smoke-free. All Entertainer green room hospitality items shall be per advance. Entertainer to work within Addison's onsite limits at venue. Addison reserves the right to change the green room accommodations at its sole discretion.
- Comp Tickets – Entertainer to receive up to 40 general admission festival tickets for the performance date upon request.

Deal Point Review

The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance. The items listed below are the Entertainer's responsibility, and are included in the compensation:

- Travel/airfare
- Accommodations/hotel
- Freight
- Local ground transportation
- Any backline in excess of DJ backline, which shall be provided by Addison

EXHIBIT A

Addendum B Insurance Requirements

- a. The ENTERTAINER shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **The Town of Addison and its officials, officers, agents, representatives, volunteers, and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the ENTERTAINER, ENTERTAINER's agents, representatives, or employees.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM AMOUNTS</u>
(i) Workers' Compensation	Texas statutory limits
-Employers' Liability-Accident	\$1,000,000 / Occurrence
-Employers' Liability-Disease	\$1,000,000 / Aggregate
(ii) Commercial General Liability (Comprehensive)	\$1,000,000 / Occurrence
-Bodily Injury and Property	\$2,000,000 / Aggregate
-Contractual Liability	
(iii) Commercial Automobile Liability (Comprehensive)	\$1,000,000 / Occurrence
-Bodily Injury	
-Property Damage	
*Includes owned, non-owned and hired car coverage	

In all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of activities conducted hereunder.

Contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas.

- b. Prior to the commencement of work hereunder and **not more than thirty (30) days** after contract has been executed, the ENTERTAINER shall furnish to ADDISON a certificate of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Town of Addison
ATTN: Addison Special Events
PO Box 9010
Addison, TX 75001

- c. Should the ENTERTAINER's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.

EXHIBIT A

Addendum C Main Stage Production Rider

Audio		
24	RCF TTL55a Line Array	Flown 12 per Side
12	RCF TTS56 Subs	
4	RCF TTL33a Line Array	Front Fills on Subs
1	TBC - Avid/Digico/Yamaha	FOH Console
1	TBC - Avid/Digico/Yamaha	MON Console
1	FOH Rack	
	XTA MX36 Mixswitch	
	Lake LM44	
	RNet Control 8	
10	DB Technologies DM15TH Floor Monitors	
4	Shure ULXD Combo Pack	HH and BP each
1	A Level Microphone Pack	
1	Microphone Stand Pack	
1	Microphone Cable Pack	
1	48ch Microphone Splitter	
2	Behringer B205D	Skwawk to FOH/MON
1	All Needed Cabling	
4	CM Lodestar 1T Motors	
1	Audio Rigging Package	
Lighting		
1	TBC - GrandMA/Hog 4/Chamsys Lighting Console	
16	Beam or Hybrid Moving Light	
16	Hydrowash X19	
4	Chauvet Strike 1	
2	Smoke Factory Tour Hazer II	
Video		
1	16' x 9' Video Wall	on Stage Left Wing
1	16' x 9' Video Wall	Behind FOH
1	HD Camera Chain	at FOH
1	HD PTZ Camera	
2	Static HD Camera	
1	Production Switcher	
2	Video Wall Controller	

EXHIBIT A

Staging/Rigging		
1	40x40 Rooftop	with Wings
2	20x30 Wings	
1	Climbing Truss Structure	FOH Video Wall
2	40' Truss Flown	1 - DS 1 - US
Power		
1	Audio Distro	
1	Lighting Distro	
1	Video Distro	
1	Cable Package	as Required
Labor		
1	A1	FOH
1	A1	MON
1	A2	Patch
1	L1	
1	LED Tech	
1	TD	
2	Camera Ops	

EXHIBIT A

ANY UPDATES TO THIS RIDER, OR NEW RIDERS ISSUED AFTER FULL EXECUTION OF THIS AGREEMENT, SHALL BE HANDLED VIA MUTUAL ADVANCE ONLY

LUDACRIS

BUSINESS/TECHNICAL PRODUCTION RIDER

THIS RIDER HAS BEEN PREPARED TO DETAIL REQUIREMENTS THAT WE FEEL NECESSARY TO ENABLE **LUDACRIS** TO PRESENT THE BEST POSSIBLE SHOW FOR YOUR PATRONS. **PURCHASER MUST INITIAL EVERY PAGE OR THIS CONTRACT IS NOT CONSIDERED VALID.**

~~CONTRACT~~
ADDENDUM/RIDER

Any adjustments to this rider can be authorized only by Artist Management or Tour Manager. If there are any immediate questions or comments, please contact the following:

Mr. Jeff Dixon

Ebony Son Entertainment, Inc.
1867 7th Ave, 4C
New York, NY. 10026
(212) 665-9634
(646) 242-6613 Fax

Mr. James Pulliam

Disturbing Tha Peace Touring, Inc
1451 Woodmont Ln Suite A
Atlanta, Ga 30318
(404) 496 0474 Cell
(404) 351-7168 Fax
Email: James@ConcertLogic.com

Addendum C
Addison Entertainment Agreement

EXHIBIT A

THIS IS THE OFFICIAL RIDER FOR THE LIVE PERFORMANCE OF THE DISTURBING THE PEACE RECORDING ARTIST, "LUDACRIS". THE FOLLOWING SECTIONS OF THIS RIDER WILL DEAL DIRECTLY WITH PRODUCTION, HOSPITALITY, DRESSING ROOMS, SECURITY, PASSES, GUEST LIST, AIRLINE TICKETS, GROUND TRANSPORTATION, OVERDRIVES, AIR FREIGHT, SOUND CHECK, AND AFTER-PARTIES.

RIDER TO CONTRACT DATED: January 6, 2022 BETWEEN DISTURBING THE PEACE TOURING, INC. f/s/o LUDACRIS (HEREIN REFERRED TO AS ARTIST), AND Town of Addison (HEREIN REFERRED TO AS PURCHASER) COVERING THE ENGAGEMENT AT Addison Circle Park (HEREIN REFERRED TO AS VENUE) Taste Addison (HEREIN REFERRED TO AS ENGAGEMENT).

PLEASE READ CAREFULLY!!!!!! PURCHASER SHALL FULFILL ALL ^{MUTUALLY AGREED UPON} TERMS AND CONDITIONS CONTAINED IN THIS TECHNICAL AND PRODUCTION SPECIFICATIONS RIDER. This Technical and Production Rider are part of the attached contract for a performance by the recording artist "LUDACRIS". By signing it, you are agreeing to supply them with specific working equipment and working conditions, which are essential to their performance.

~~Any breach of the terms of this rider is a breach of the contract and may cause the artist to refuse to perform without releasing you from the obligation to pay them.~~ Purchaser must be notified in writing of any alleged breach, failure, or the like. Upon receipt of written notice, Purchaser shall have a reasonable amount of time to cure alleged breach, failure, or the like.

All items and provisions hereinafter set forth are part of one and the same contract. Artist agrees to furnish and purchaser agrees to accept for the engagement hereunder an entertainment unit including the services of artist upon the following ^{amended} terms and conditions.

1. CONCERT RIDER AGREEMENT

In reference to the engagement described in the attached contract, (the "Engagement") this Concert Rider Agreement ("Rider") will be deemed incorporated on and a part of the Agreement ("Contract") by and between Town of Addison ("Purchaser"), and the Purchaser of said services referred therein with respect to the live performance from "LUDACRIS" hereafter referred to herein as "Artist". ~~In the event of any inconsistency between the provisions of the Contract and this Rider, the provisions of this Rider will control.~~ The Contract as modified by this rider is referred to herein as the "Agreement". Any discrepancies between the Addison Entertainment Agreement and the Artist rider, the Addison Entertainment Agreement shall prevail and be the sole contract of record.

- a) It is understood and agreed that the Agreement may not be assigned, changed, modified, or altered, except by an instrument in writing, signed by both Purchaser and Artist. **Nothing in this Agreement shall require the performance of any act contrary to law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Artist or over the performances hereunder. This is the sole and complete Agreement between the parties with respect to the Engagement.** Nothing contained in the Agreement shall be construed to constitute the parties as a partnership or joint venture, and Artist shall not be liable in whole or in part for any obligation that may be incurred by Purchaser in carrying out any of the provisions hereof, or otherwise. **In the event that suit is brought by Artist to enforce any of the provisions of this Agreement, the prevailing party in such suit shall be entitled to recover reasonable attorney's fees.** except to the extent such is caused directly by the gross negligence or willful misconduct of Purchaser or Artist in performance of their obligations hereunder.

Addendum C
Addison Entertainment Agreement

EXHIBIT A

- b) GENERAL: Purchaser shall furnish, at its sole cost and expense, except as otherwise set forth in the technical rider all facilities, equipment (including trucking, sound and lighting equipment), personnel and services which are customarily furnished by Purchasers of ~~first-class~~ ^{reasonable industry standard}, live, in concert productions involving a performer of Artist's stature, including, without limitation, the cost and expenses, or otherwise, of employees of Purchaser working on the tour.

2. METHOD OF PAYMENT Payment terms as per Addison Entertainment Agreement Terms and Conditions Section 3: Compensation

~~A deposit in the amount of 50% of the performance guarantee (unless otherwise specified on the face of the contract), which totals _____ must be made payable to Disturbing The Peace Touring, Inc. in the form of bank wire transfer, cash or cashier's check (or a certified check, or acceptable bank draft). Payment should be sent along with the signed contracts to the artists' representative, EBMG Envision Business Management Group (attention JINLD.THORNTON).~~

~~The remaining balance of the performance guarantee should be paid in cash, or cashier's check, money order or acceptable bank draft the day of the performance during sound check. All cash or cashier's check, money order, or acceptable bank draft payable to Disturbing The Peace Touring, Inc shall be presented to the Tour Manager or Tour Accountant the day of the performance during sound check. All payments should be made in full w/o any deductions except as agreed with this agreement.~~

3. TAXES

Artist is required to pay income tax on net earnings in accordance with the laws of the Internal Revenue Service (IRS). For the avoidance of doubt, the compensation paid to Artist for this engagement is not considered income tax free, regardless of the tax status of the Purchaser.

- a) If there is an assessment of tax by any taxing authority on Artist for moneys earned during the engagement, said tax is to be paid by Purchaser. It is fully understood and agreed that no deductions whatsoever are to be taken from the contract guarantee contained herein or from any percentages earned hereunder.
- b) Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Purchaser.

4. PERMITS, LICENSES, CERTIFICATES

Purchaser, at Purchaser's sole cost, agrees to obtain all necessary licenses, permits, certificates, authorizations or other approvals required to be obtained from any union, guild, public authority, performing rights society or any other governmental authority or agency having proper jurisdiction over or with respect to the engagement and shall comply with and completely and satisfactorily fulfill all terms, conditions and covenants set forth therein.

- a) Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Purchaser.

5. CANCELLATION, ILLNESS, FORCE MAJURE

Cancellation terms as per Addison Entertainment Agreement Terms

and Conditions Section 4: Termination, Postponement and Cancellation

~~Artist shall have the right to terminate this Agreement without liability to Purchaser if:~~

- a) ~~Artist or any member of the Artist's performing group, the tour manager, sound engineer or lighting director shall die, become ill or incapacitated for any reason;~~
- b) ~~In Artist's reasonable judgment, performance of the engagement shall expose Artist, any employee of Artist or Purchaser, or any portion of the audience to danger or death or injury by any outbreak of violence or civil strife of any kind;~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A

e) ~~Performance of any of Artist's obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, gasoline rationing, transportation delays or cancellations, unforeseeable act or order on any contractor, sub-contractor or any public authority, epidemic, dangerous weather conditions, national or local state of emergency, fire or other similar event or condition, of any character. Providing Artist is ready, willing, and able to perform, Purchaser shall remain liable to pay Artist the full contract price plus any monies called for in the contract regardless of the foregoing events.~~

d) ~~In Artist's reasonable judgment performance of any of Artist's obligations shall expose Artist, Artist employees or Purchaser's employees, agent or independent contractors to civil or criminal proceedings of any kind.~~

6. INCLEMENT WEATHER Incliment weather terms as per Addison Entertainment Agreement Terms and Conditions Section 4.3. Postponement or Cancellation of the Event
Notwithstanding anything contained herein, inclement weather shall not be deemed a force majeure occurrence and Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. ~~Artist management shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.~~

7. TICKETS/COMPLIMENTARY TICKETS

a) LUDACRIS shall receive at no cost to artist, forty (40) complimentary tickets per show. ~~These tickets should be within the first fifteen (15) rows. When artist performs in the Atlanta area, Chicago area, Los Angeles area, or New York area, LUDACRIS shall receive sixty (60) complimentary tickets. Complimentary tickets shall be placed on hold for each engagement and shall be made available to the Tour Manager upon request (with envelopes)~~

b) LUDACRIS shall receive at no cost to artist, Thirty (30) complimentary guest VIP/ Backstage passes per show. The complimentary tickets issued do not include back stage and/or back of house access. To ensure security of all involved, no backstage access will be granted to anyone not considered a part of the legitimate touring party.

e) ~~Artist shall receive from the box office along with complimentary tickets a seating map of the venue for this engagement.~~

8. ADVERTISING

a) All print ads, radio spots and other materials to be used by Purchaser in advertising or promotion of the engagement hereunder must be cleared with Artist. Artist shall have final approval of all advertising, in any form whatsoever used in connection with her likeness for this engagement. Purchaser shall only use artwork and/or photographs provided to Purchaser by Artist. The name and likeness of Artists shall not be used or associated, directly or indirectly, with any product or service without Artists' prior written consent.

b) The name and likeness of Artist shall not be used or associated, directly or indirectly, with any product or service without Artists' prior written consent. Artist acknowledges that the Purchaser has pre-existing sponsorship agreements and that signage may be visible in the venue during the performance.

9. PERFORMANCE DURATION

a) Artist's performance hereunder shall be a minimum of sixty (60) minutes ~~approximately forty-five to sixty (45-60) minutes~~, including encores. ~~Artists may take a scheduled or unscheduled intermission at Artists' sole discretion.~~

10. MERCHANDISING

a) ~~Purchaser must warrant and represent that they receive no fee from Artist's merchandise.~~ Merchandise split: 80% Hard and Soft Goods to Artist, 20% Hard and Soft Goods to Purchaser. Artist Sell Only.

Addendum C
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- b) Any merchandising associated with LUDACRIS's name, image or likeness must be negotiated and agreed upon prior to the event. Otherwise, these activities shall be prohibited.
- c) Purchaser shall, at its sole cost, prohibit sale or distribution of all unauthorized or so-called "bootleg" merchandise on or adjacent to the venue. Purchaser agrees to use its best efforts to prevent and to stop the sale or distribution of any merchandise at the engagement (inside or outside) by any person other than Artists' Merchandiser
- d) Artist shall have the right to sell ^{Artist related} souvenir programs, books, photographs, records and any and all types of merchandise including but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc.
- e) Purchaser agrees that Artists' Merchandiser shall have access to any hall facilities and any and all areas adjacent to the venue as they may require. ^{Artist will be provided with as much space as is available, given this is a festival configuration.}
- f) ~~Purchaser agrees that they shall not be entitled to and shall not receive, directly or indirectly, any portion of the moneys generated by the sale of such merchandise.~~

11. MEDICAL/FIRST AID

Purchaser shall provide at Purchaser's sole cost and expense:

- a) ~~Purchaser will make available if Tour Manager deems necessary a local Doctor or Hospital for emergency treatment of any and all ailments such as throat problems, minor and major injuries, and B-12 shots, etc.~~
- b) Purchaser shall make available upon request during the performance two (2) portable oxygen units to be used at the discretion of the Tour Manager. ^{Oxygen tank will not be provided unless Artist is able to produce a prescription from a doctor.}
- c) Any and all other medical needs required by law.

12. INTERVIEWS/RECORDING/RADIO BROADCASTING

- a) All requests for Interviews, Recording TV or Radio broadcasting shall be approved by artist management or record label seven (7) days in advance of performance. Purchaser shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activity for Artist in connection with this engagement without the prior written approval of Artist.
- b) Management Contact: **James Pulliam (Disturbing Tha Peace Touring, Inc.)** at (404) 496 0474.

13. REPRODUCTION OF PERFORMANCE

- a) No portion of LUDACRIS's engagement, including without limitation, the performance of Artist, or activity of Artist, or Purchaser undertaken in connection therewith may be recorded on film, video tape, audio tape or otherwise or may be reproduced photographically or by any sight and/or sound device or otherwise by Purchaser and Purchaser will not ~~permit the same or~~ authorize others to do so. Artist expressly reserves all such rights for itself and its licensee(s) and designee(s) and upon request, Purchaser shall cooperate and render any assistance required by Artist for such purpose, including without limitation, affording the designees or licensees of Artist access to the engagement and the right of free and uninhibited movement in and about the place of the engagement. **No person not specifically authorized by Artist shall be permitted to film or video tape this engagement with any sound, film or video mechanism.**

^{Purchaser agrees to make reasonable efforts. Producer acknowledges that the use of cell phones by audience members shall not put Purchaser in breach, nor will cell phones be confiscated.}

Addendum C
Addison Entertainment Agreement

EXHIBIT A

- b) Artist shall have the right, without the payment of any consideration to Purchaser or to Local Unions where Union Halls are concerned, to photograph, record, tape, film and/or otherwise reproduce Artists performance, and to use any such photographs, recordings, tape, film, and/or reproduction as Artists see fit. Purchaser shall have absolutely no interest or rights of any kind whatsoever in or to any such photographs, recordings, tape, film, or any reproduction of any performance rendered by Artist during this engagement.

14. INDEPENDENT CONTRACTOR See Section 6 of Addison Entertainment Agreement

~~The relationship between Artist and Producer is that of an independent contractor. Accordingly, nothing in this Contract is intended, nor shall it be construed to constitute the parties as a partnership, joint venture employee/employer relationship, principle agent relationship or other relationship and neither party shall represent itself to third parties as such. Artist shall not be liable in whole in part for any obligation incurred Purchaser in carrying out its obligations hereunder.~~

15. CHOICE OF LAW/ATTORNEYS FEES See Section 6 of Addison Entertainment Agreement

~~The Rider and Contract shall be deemed made and entered into the State of New York and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. In such event, the prevailing party to such dispute shall have the right to be reimbursed by other party for its reasonable attorneys' fees.~~

16. ARBITRATION See Section 6 of Addison Entertainment Agreement

~~Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.~~

17. GROUND TRANSPORTATION Included in Artist Compensation

~~Purchaser shall provide at Purchaser's sole cost and expense the below listed transportation, specifies to be advanced by Tour Manager. These vehicles shall be supplied upon artist arrival, fully fueled with one competent driver knowledgeable of the city (no friends or additional passengers). These vehicles shall be for the sole use of "LUDACRIS" and shall be made available to them at their request. **AT NO TIME SHALL "LUDACRIS" BE WITHOUT HIS ASSIGNED GROUND TRANSPORTATION AND DRIVER!!**~~

- a) ~~Purchaser shall furnish **Three (3) late model GMC Denali XL or Suburban XL (Black in color)** with tinted windows available as directed.~~
- b) ~~Purchaser shall provide the name of the transportation provider and a copy of said company's certificate of insurance reflecting general liability insurance coverage against death and injury to persons and property with a limit no less than one million dollars (\$1,000,000.00). It is understood that Artist's management has the right to refuse purchaser's choice of transportation companies and substitute said companies at the cost to the Purchaser.~~
- c) ~~Purchaser may also perform a buyout on ground transportation for the amount of six thousand five hundred dollars (\$6,500.00) cash up front for each performance.~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A

All technical equipment provided by the Purchaser will be used for all performing Artists, including but not limited to: audio, audio/lighting consoles, festival lighting package, etc. Venue has the ability to hang points for PA and lighting, but are limited based on structure load capacity.

DJ Backline only provided by Purchaser. Additional Backline is Artist responsibility, and inclusive in flat guarantee.

ALL PRODUCTION REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE
SEE ATTACHED "MAIN STAGE PRODUCTION RIDER".

TECHNICAL RIDER PRODUCTION REQUIREMENTS

Purchaser shall furnish for this engagement at its own expense, equipment, personnel services, and other items necessary to presentation of this performance, including but not limited to the following:

1. CONTROL OF PRODUCTION

Representative of artist shall have ~~sole and absolute~~ authority in directing local personnel, Union crews, local Security, Facility personnel, and operation of all lighting and sound equipment and any other production equipment during any and all sound checks, rehearsals, and each performance scheduled for Artist.

Artists' representative (Tour Manager, Production Manager) shall have exclusive creative control in all respects and in all detail dealing with LUDACRIS's engagement.

2. PURCHASERS PRODUCTION REPRESENTATIVE

Purchaser agrees to furnish his personal representative, capable of making any decisions (pertaining to the Artist engagement) from the time of arrival of the production equipment (including any outside staging materials) through the time of its departure.

3. EQUIPMENT PLACEMENT

In regard to setting up all equipment, Artist shall have adequate stage space to locate equipment on, near, or above the stage. Artist requires twenty (20) feet of stage space for his performance.

SEE ATTACHED "MAIN STAGE PRODUCTION RIDER" FOR EXACT STAGE MEASUREMENTS

4. ~~ARTIST PRODUCTION OFFICE~~

~~Purchaser shall provide at Purchaser's sole cost and expense:~~

~~a) Production office in the in backstage area for use of Artists' Tour Manager. This production office must be able to be secured by lock and key. In addition, this Production office must have tables, chairs, adequate electrical outlets, waste containers, controlled temperature, adequate lighting, and access to high speed wireless internet.~~

5. RUNNER Runners to be shared amongst all Artists

- a) Purchaser shall supply one (1) Runner with a clean vehicle in good working order, which can comfortably carry three (3) additional passengers. Runners shall have a valid local driver's license; have knowledge of normal performance related necessities, and knowledge of the local area. The Runner shall be available from load in until the end of Load out ~~and can only be released by Artist's Production Manager.~~
- b) Runners must be knowledgeable of local laundry suitable for dropping laundry bags for cleaning, washing, drying of all clothing.

Addendum C
Addison Entertainment Agreement

EXHIBIT A

6. DRESSING ROOMS SEE ADDENDUM "A"

- a) Purchaser shall provide ~~Two (2)~~ large, comfortable, and private Dressing Room, for the exclusive use of Artist and Artist Band/ Personnel only. ~~IF ARTIST HAS TO BE AT VENUE FOR 2 HOURS OR MORE, A SOFA COUCH OR COT MUST BE PROVIDED.~~ Dressing room hospitality (catering) and towel requirements are specified in the Hospitality Rider.
- b) Dressing room shall be ~~CLEAN, DRY, WELL-LIGHTED, and HEATED or AIR-CONDITIONED~~ as the weather shall require, auxiliary heating or air-conditioning units must be provided if deemed necessary by Artist or his representative.
- c) Dressing Room shall have lockable doors. There shall be ample dressing room area security to prohibit all unauthorized personnel from the Dressing Room area. ~~A Security Guard shall remain at all entrances of Dressing Room prior to Artists' arrival (times to be advance by Security Director), during performance, and until all of Artists equipment has been removed from said Dressing Room.~~

~~Purchaser shall provide in Dressing Room:~~

~~Key's issued to Production Manager upon arrival at venue.~~

~~Carpeted throughout.~~

~~Adequate electrical outlets~~

~~Private toilet facilities~~

~~One (1) free standing clothing rack~~

~~LUDACRIS Dressing Room should be furnished comfortably and tastefully with:~~

~~All walls pipe and draped to hide lockers, toilets, etc.~~

~~One (1) Sofa~~

~~One (1) Love Seat~~

~~One (1) Coffee Table~~

~~Two (2) End Tables~~

~~Two (2) Corner Lamps~~

~~Two (2) Full Length Mirrors~~

~~Carpeted throughout~~

~~Banquet table with linen for hospitality~~

7. SOUND REQUIREMENTS ALL SOUND REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"

ALL SOUND REQUIREMENTS MUST BE ADVANCED AND APPROVED BY LUDACRIS'S TOUR MANAGER. All sound reinforcement shall be supplied by Purchaser subject to approval by Artist. Artist is solely responsible for the sound level of the performance. Purchaser must not attempt to dictate the sound level of the performance, should he do so Artist reserves the right to cancel the performance without prejudice to the fee receivable.

House Music: All music to be played in the performance area of the facility prior to and at the end of the LUDACRIS' performance shall be furnished or **approved** by Artists' Tour Manager.

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Addison Entertainment Agreement

EXHIBIT A

8. HOUSE P.A. SYSTEM: ~~PER MUTUALLY AGREEABLE ADVANCE SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

House P.A. shall be professional crisp, clear P.A. system, compressed by individual component only, not by channel or overall.

Artist Shall Require:

1. One (1) Profile SC48 or Digco SD10 House Console
2. Six (6) Wireless Microphones (Shure only)

PLEASE NOTE: ALL WIRELESS SYSTEMS MUST BE SHURE UHF (PROFESSIONAL SERIES) DUAL DIVERSITY A/B ANTENNA SWITCHING SYSTEM WITH A MINIMUM OF 300 FT RANGE OF RECEPTION.

3. One (1) Microphone Boom Stand (for D.J.)
4. One (1) Portable Real Time Analyzer w/Calibrated microphone

DJ

(1) Pioneer DJM-S9 Mixer

(2) Pioneer 2000 CDJ's

(1) 8x8x1 Riser

STAGE MONITOR P.A. SYSTEM: ~~SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

D&B Audio System

To Be Advanced by James Pulliam (Tour Manager)

LIGHTING REQUIREMENTS ~~SEE ATTACHED "MAINSTAGE PRODUCTION RIDER"~~

Artist travels without a Lighting Director (L.D.). All Lighting requirements will be advanced by Production Manager on a per show basis. ~~Artist will require a package of lighting equipment at the sole expense of purchaser.~~

- ~~a) All concessions stands in view of the audience which require lighting must be closed during Artist's performance and there may be no sales of food, drink or any other items in the performance room during Artist's performance.~~ No lights shall be on in the performance area (including, without limitation, lighted advertising signs of any kind) except those lights required by the fire marshal. ~~Purchaser expressly agrees that the building management and building concessions manager are aware of this requirement and will comply herewith.~~
- ~~b) Purchaser agrees to provide for the use of Artist, **Three (3) Strong Company Xenon "Super Trooper" spotlights with operators.** Spotlights must be in good working condition and be cleaned and tested prior to the performance. If facility does not have proper working spotlights purchaser is required to provide outside rentals. ~~No spotlights will be provided.~~~~

CLIMATE CONTROL/AIR CONDITIONING

- a) ~~All air conditioning and air handlers in the immediate area of the stage shall be shut down one hour prior to the LUDACRIS' performance. This is Texas in June, the HVAC will remain on and operational.~~

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Addison Entertainment Agreement

EXHIBIT A

- **SOUND CHECKS** Due to the full festival schedule, Artists can only be guaranteed a line check.
 - a) ~~Artist will require a minimum of sixty to seventy-five (60-75) minutes for a **CLOSED SOUND CHECK. THIS SOUND CHECK SHALL BE PRIVATE!! ABSOLUTELY NO VISITORS WILL BE ALLOWED OTHER THAN THOSE CLEARED BY ARTIST TOUR MANAGER AND/OR PRODUCTION MANAGER.**~~
 - **PARKING** PER MUTUALLY AGREEABLE ADVANCE
 - a) Parking spaces should be made available for four (4) guest cars. This space shall be made available to the to entourage from two (2) hours prior to doors until the end of Load Out.
 - b) These parking spaces shall be as close to the load in entrance as possible and not accessible to the general public. Purchaser will make reasonable efforts to provide parking close to the venue. Artist understands the venue is a municipal park in the center of town, so parking will be provided, if just may not be directly behind the stage.
 - **SECURITY REQUIREMENTS** ALL SECURITY PER MUTUALLY AGREEABLE ADVANCE. SECURITY DEPLOYMENT AND BRIEFING IS SOLE DISCRETION OF THE PURCHASER.
All matters of security shall be advanced by Artist's Security Director **Mark James (770) 823-8585** Only! Any security issues or questions should be directed to Artist's Security Director. ~~Artists' Tour Manager and Security Director shall have complete and exclusive supervision and control over access to the stage, as well as the deployment of security forces in such areas prior to and during the LUDACRIS performance.~~ Purchaser shall provide at Purchaser's sole cost and expense the below listed security personnel.
 - a) Purchaser agrees to provide competent and licensed security and protection against all loss of musical and electronic equipment, road cases, and personal effects in dressing rooms and all backstage and stage areas.
 - b) The Purchaser will be held responsible for the safety of artist and road crew at all times. Security shall commence upon arrival of Artists' equipment at the venue and shall continue until all of Artist's equipment has been removed from the venue.
 - c) **Security Meeting:** Artists' Security Director shall be allowed to attend the daily tour security briefing with the building, local law enforcement, and T-shirt Security. Artists' Security Director shall be informed of time and location of this meeting.
- Promoter shall provide:**
- d) ~~Promoter shall furnish Security Director with Head of Security's name, contact phone number, pager numbers and fax numbers for advancement purposes.~~
 - e) ~~Promoter shall furnish Tour Manager and Tour Security Director with full and complete diagrams of Venue including capacities, all entrances, exits, stairwells, fire extinguishers and electrical panels.~~
 - a) Promoter ^{requests} shall provide two (2) Security Personnel (one man at each set of stairs to the stage). Security deployment is at the sole discretion of Purchaser.
 - b) Promoter ^{requests} shall provide one (1) Security Person outside of LUDACRIS' dressing room.
 - **ABUSE OF AUTHORITY**
~~Tour Manager or Production Manager reserves the right to have removed from the premises and have relieved of his/her duties any person, security, or house staff who have been seen abusing their authority or using excessive violence to members of the general public or touring staff.~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A

- **CREDENTIALS/BACKSTAGE PASSES** PER MUTUALLY AGREEABLE ADVANCE
 - a) Artists' entourage requires All Access ^{Purchaser provided} ~~four~~ laminates that are good for total access to all areas. A personnel list will be provided to purchaser detailing our traveling personnel.
 - b) Please understand that we in no way intend to abuse this privilege, and expect to receive the requested numbers. We will require a minimum of thirty (30) passes per performance. ^{per mutually agreeable advance}
 - c) ~~Artist shall require reasonable number of press passes (to be requested on a daily basis by artist Tour Manager) for backstage access to authorized press and photographers.~~
Festival to provide their own credentials and thus will NOT be using Artist credentials.

ALL HOSPITALITY PER MUTUALLY AGREEABLE ADVANCE AND BASED UPON BUDGET AND AVAILABILITY IN THE LOCAL ADDISON, TX AREA

LUDACRIS HOSPITALITY RIDER

Purchaser shall supply at Purchasers sole cost and expense, food, drink, and towels for Artists, Production Crew, and Artists touring staff. The following requirements are for Artist and Artist personnel only, and exclude any other personnel working on this production.

1. TOWELS: PER MUTUALLY AGREEABLE ADVANCE

Purchaser shall provide a total of one (1) dozen black stage towels (Must be clean; NO OLD TOWELS). Towels shall be available to the Production Manager at load in.

2. DINNER PER MUTUALLY AGREEABLE ADVANCE

Purchaser to provide a buyout for dinner in the amount of five hundred (\$500) cash up front.

LUDACRIS ROOM PER MUTUALLY AGREEABLE ADVANCE

1 Box Organic Green Tea (Tazo) w/condiments i.e.: lemon, organic honey

1 Box Organic Peppermint Tea

1 Box Organic Ginger

~~6 Mint Listerine Travel Size~~

~~6 Gap Crew Neck 3 Large/ 3 Medium T Shirts (3 black, 3 White)~~

~~1 iPhone 12 Charger~~

~~1 Mophie PowerStation Pro Black by Wireless XL w/ PD~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A

The specific brands being requested are per advance and contingent upon the availability of the specifically requested brands in the Addison, TX area.

- ~~1 Crest Spin Rechargeable Toothbrush~~
- ~~2 Crest Toothpaste Travel Size~~
- 1 Large Bags Organic Kettle Cooked Potato Chips (bbq)
- 1 Beanfields Nacho Chips
- 1 Beanfields Cheddar Chips
- ~~2 Jo Malone candles (Peony & Blush Suede)~~ No open flames permitted.
- ~~2 Eucerin Lotion (original dry skin therapy) Travel Size~~
- 1 Can of Almonds
- ~~1 Dr. Bronner's 18: In 1 Pure Castile Soap (Not Peppermint)~~
- 3 Wash Cloths (Wamsutta/Bed Bath & Beyond)
- 3 Drying Towels (Wamsutta)
- ~~1 Bottle 2017 (or before) Joseph Phelps Insignia OR Quintessa Rutherford Napa Valley Red Wine~~
- ~~1 Bottles of Stolli Elite Vodka~~
- ~~1 Bottles of Hennessy Privilege~~ Alcohol is not permitted to be purchased by the municipality.
- ~~2 Bottles Don Julio 1942~~
- ~~1 Bottle Dom Perignon~~
- ~~1 Bottle Moet Rose~~
- ~~1 Pack of (8) AA Batteries~~
- ~~1 Pack of (8) AAA Batteries~~
- ~~1 Lighter~~
- 2 Zero Percent Page Greek yogurt
- 1 (6) Pack Harmless Organic Coconut Water
- 1 organic small Nutzo creamy nut butter packet
- 1/2 Gallon of Simply Organic Orange Juice
- 1/2 Gallon of Organic Cranberry Juice
- 2 Cases of chilled FIJI water (500 Milliliters)
- ~~1 Small Hairbrush (with bristles, African American)~~
- ~~1 Dove Advanced Care Dry Spray Original Clean Deodorant~~
- ~~1 Clothing Steamer~~
- ~~1 Bose Bluetooth Speaker~~
- ~~1 (3) pack Tommy John boxer brief underwear size Medium in blue, grey or black~~
- ~~1 large afro pick~~

NOTWITHSTANDING THE FOREGOING, ALL CATERING MUST BE ADVANCED WITH ARTIST'S TOUR MANAGER, JAMES PULLIAM

AIRFARE IS ARTIST RESPONSIBILITY, INCLUSIVE IN FLAT GUARANTEE

- ~~• AIR TRAVEL: 3 FIRST CLASS, AND 10 COACH TICKETS. TICKETS MAY NOT BE NON-TRANSFERABLE AND NON-REFUNDABLE. JETBLUE/SOUTHWEST/ SPIRIT AIRLINES ARE NOT CONSIDERED ACCEPTABLE.~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A

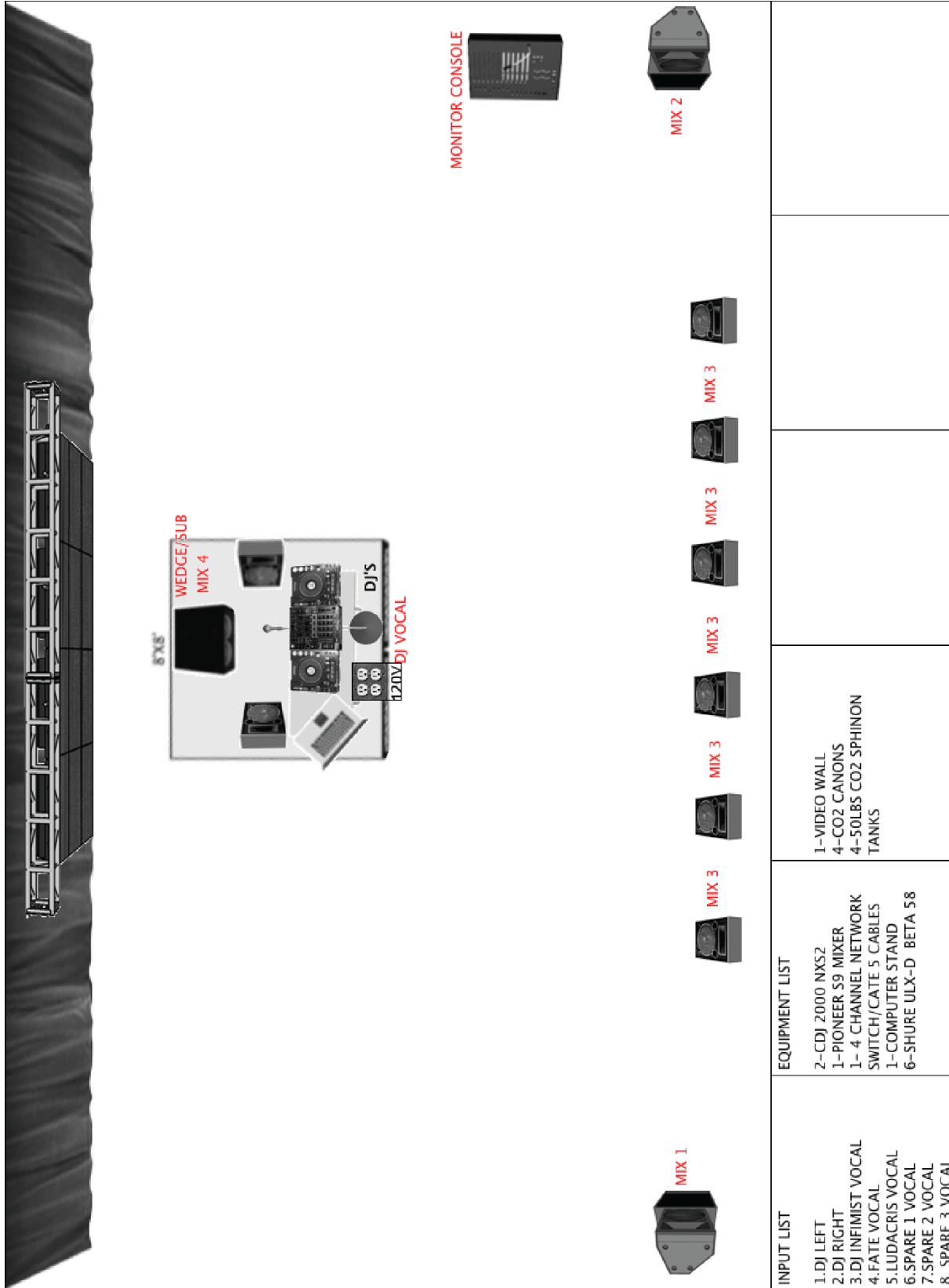
MANAGEMENT CONTACT: JEFF DIXON - CELL: 646.242.6613/212-665-9634

TOUR MANAGER: JAMES PULLIAM- CELL: 404. 496. 0474 / JAMES@CONCERTLOGIC.COM

- ~~HOTEL IS ARTIST RESPONSIBILITY, INCLUSIVE IN FLAT GUARANTEE~~
~~HOTEL: 3 SUITES/ 10 STANDARD KING ROOMS, HOTEL MUST BE 4 STARS OR BETTER AND APPROVED BY MANAGEMENT (RITZ CARLTON/FOUR SEASONS/ ST. REGIS PREFERRED)~~

Addendum C
Addison Entertainment Agreement

EXHIBIT A



INPUT LIST

- 1. DJ LEFT
- 2. DJ RIGHT
- 3. DJ INFIMIST VOCAL
- 4. FATE VOCAL
- 5. LUDACRIS VOCAL
- 6. SPARE 1 VOCAL
- 7. SPARE 2 VOCAL
- 8. SPARE 3 VOCAL

EQUIPMENT LIST

- 2- CDJ 2000 NXS2
- 1- PIONEER S9 MIXER
- 1- 4 CHANNEL NETWORK SWITCH/CATE 5 CABLES
- 1- COMPUTER STAND
- 6- SHURE ULX-D BETA 58

- 1- VIDEO WALL
- 4- CO2 CANNONS
- 4- 50LBS CO2 SPHINON TANKS

Council Meeting

8.

Meeting Date: 02/08/2022

Department: Special Events

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Consider Action on a **Resolution Approving an Entertainment Agreement Between the Town of Addison and Loud Is Allowed, Inc. for the Personal Services of Musicians and Authorizing the City Manager to Execute the Contract** in an Amount Not to Exceed \$145,000.

BACKGROUND:

The Town is using the professional services of Degy Booking International, Inc. to negotiate and secure performing talent for Town of Addison events. The company's reputation for securing and routing talent is highly regarded in the industry. This is the Town's fourth year using the agency's services, and the Town has been pleased with its ability to secure talent within the parameters of our music genres, the artists' routing availability, and remains within budget. As the talent producer, a representative of Degy Booking International, Inc. will be onsite for all performances booked through the agency. The fee for the company's services is 10% of the band's proceeds, with no commission from the gate or merchandise sales.

Music artist Stone Temple Pilots will perform on Saturday evening at Taste Addison 2022 for 75-90 minutes as the headlining act. Stone Temple Pilots was one of the most commercially successful bands of the 1990s, selling more than 40 million albums worldwide and winning multiple awards including a Grammy. The cost for this talent is not to exceed \$145,000. Funding for this entertainment agreement will come from the Hotel Fund.

The resolution approves the agreement between the Town of Addison and Loud Is Allowed, Inc. for the services of (f/s/o) Stone Temple Pilots for Taste Addison 2022.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Addison Entertainer Agreement - Loud Is Allowed

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN ENTERTAINMENT AGREEMENT BETWEEN THE TOWN OF ADDISON AND LOUD IS ALLOWED, INC. F/S/O STONE TEMPLE PILOTS FOR PERFORMANCE AT TASTE ADDISON IN AN AMOUNT NOT TO EXCEED \$145,000 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM, AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Entertainment Agreement between The Town of Addison and Loud Is Allowed, Inc. f/s/o Stone Temple Pilots including the Artist Rider and Addenda for performance at Taste of Addison in an amount not to exceed \$145,000, copies of which are attached to the Resolution as **Exhibit A**, are 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 8th day of **FEBRUARY 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

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ENTERTAINMENT AGREEMENT

Event

Taste Addison

Venue

Addison Circle Park
4970 Addison Circle, Addison, TX 75001

Entertainer Name

Loud Is Allowed, Inc. F/S/O Stone Temple Pilots

Performance Date(s) & Times

June 4, 2022 10:30pm-12:00am (75-90 minutes)

Total Compensation

\$145,000

Agreement Effective Date

December 7, 2021

Deposit*

\$36,250

**To be paid upon execution of this Agreement, plus receipt of Certificate of Insurance, W-9, and Invoice, and completion of Form 1295 Certificate of Interested Parties. Additional \$36,250 to be paid 30 days prior to Performance Date, with the balance to be paid upon completion of the Performance in conformance with the terms and conditions of this Agreement.*

Description of Performance:

Entertainer to provide live music performance, including vocals and instruments.

Entertainer Agreement Documents and Authorized Signatures

The following constitute the contract documents for this Agreement and shall be collectively referred to herein as the "Agreement":

1. This Entertainment Agreement Summary Page
2. Terms and Conditions
3. Addendum A – Standard Performance Addendum
4. Addendum B – Insurance Requirements
5. Addendum C – Main Stage Production Rider
6. Addendum D – Entertainer Riders

THIS ENTERTAINMENT AGREEMENT ("AGREEMENT") IS MADE AS OF THE EFFECTIVE DATE BETWEEN THE TOWN OF ADDISON AND ENTERTAINER FOR THE PURPOSE OF DEFINING THEIR RESPECTIVE RIGHTS AND RESPONSIBILITIES AND MEMORIALIZING THE TERMS AND CONDITIONS PURSUANT TO WHICH ENTERTAINER WILL PROVIDE THE PERFORMANCE DESCRIBED HEREIN. EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THE SIGNER IS DULY AUTHORIZED TO EXECUTE THIS AGREEMENT AND TO BIND THE PARTY AUTHORIZING SUCH SIGNATURE.

For Town of Addison:

Wesley S. Pierson
City Manager

Date

For Entertainer:

DocuSigned by:


Pam Malek
Business Manager

1/26/2022

Date

Legal Notice Address:*

Town of Addison
Attn: Wesley S. Pierson, City Manager
5300 Belt Line Road
Addison, Texas 75254

Legal Notice Address:

Loud is Allowed, Inc.
f/s/o Stone Temple Pilots
11766 Wilshire Blvd., Suite 500
Los Angeles, CA 90025

**Legal notices only - Please contact Special Events (specialeventsinfo@addisontx.gov) or the Addison Representative identified in Addendum A for all other matters related to this Agreement.*

EXHIBIT A

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ENTERTAINMENT AGREEMENT TERMS AND CONDITIONS

IN CONSIDERATION OF the mutual promises and agreements contained in this Agreement, the Town of Addison and Entertainer (each being a 'party' and collectively the 'parties' to this Agreement) hereby agree as follows:

1. Definitions

- 1.1. "*Addison*" or "*City*" means the Town of Addison, Texas.
- 1.2. "*Addison or City Representative*" means the individual representative(s) identified in Addenda A to this Agreement.
- 1.3. "*Agreement*" means this entertainer agreement, including all contract documents described on the summary page of this Agreement.
- 1.4. "*Effective Date*" means the agreement effective date identified on the summary page of this Agreement.
- 1.5. "*Entertainer*" means the individual or legal entity identified on the summary page of this Agreement, including Entertainer's officers, employees, agents, servants, contractors, subcontractors, or representatives. Unless the context clearly indicates otherwise, the term further includes all persons participating in the Performance, including Entertainer's members, crew, security personnel, and all other persons under Entertainer's direction or control during the Performance (the latter being occasionally referred to in this Agreement as "Entertainer's Crew").
- 1.6. "*Event*" means the event identified in the summary page of this Agreement where the Performance will take place.
- 1.7. "*Event Location*" means the location of the Event, including the entirety of the venue and premises of the Event. The foregoing definition shall include all parking lots, alleys, streets, sidewalks, pedestrian access ways, and all other City owned property in the immediate vicinity of the Event Location.
- 1.8. "*Performance*" means the performance described on the summary page of this Agreement, including all labor, services, materials, and other equipment to be provided by Entertainer in connection therewith. The term Performance shall include the pre- and post-performance activities of Entertainer, including all load-in and load-out activities in connection with the Performance.

2. Agreement Term; Performance Guidelines

- 2.1. Term. The term of this Agreement shall begin upon the Effective Date and shall expire upon completion of the Performance.
- 2.2. Conformance with Agreement Terms. Entertainer expressly agrees to conduct the Performance in strict conformance with the terms, conditions, and provisions of this Agreement, including all addenda hereto. Entertainer represents and warrants that it has the authority to enter into this Agreement and to fully perform its obligations contained herein.
- 2.3. Time for Performance. Entertainer shall be fully prepared and ready to conduct the Performance in a prompt and timely manner on the date(s) and at the time(s) stated on the summary page, unless otherwise agreed by the parties in writing. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the City reserves the right, in its sole discretion, to modify the Event and/or Performance schedule at any time without prior notice to Entertainer.
- 2.4. Manner of Performance. Entertainer shall have the exclusive and sole control, creative and otherwise, over the means and methods employed by Entertainer in conducting the Performance, subject to the terms and conditions of this Agreement. The Performance and all of Entertainer's activities in connection with or related to this Agreement shall be conducted in a clean, orderly, and safe manner and in accordance with all applicable federal, state and local laws, rules, regulations, codes, ordinances, and policies. The essence of this Agreement concerns the specific individual(s) and the unique personality(ies) and talents of Entertainer, consequently, Entertainer shall not omit or substitute any person that is expected to participate in the Performance without the prior written permission of City. Moreover, Entertainer shall not be under the influence of any intoxicating beverages, narcotics, drugs, or other substance that, at any time during the Performance, causes physical, mental, or other disability, including, but not limited to, changes in physical appearance or voice that, in City's sole judgment, interferes with the Performance. Entertainer shall at all times be responsible and liable for the acts and omissions of Entertainer in connection with or related to the Performance.
- 2.5. Performance Content. Addison supports artistic freedom and expression and takes pride in providing an environment for musicians and entertainers alike to perform without restrictions that might otherwise hinder or infringe on an individual's creativity. Addison also has a responsibility to our guests and patrons to provide a safe, family friendly environment that takes into consideration all persons' gender, age, physical capabilities, choice of lifestyle, and cultural background. In that regard we ask that all of our musicians and entertainers be mindful to those considerations, to conduct themselves in a manner appropriate to the event and to refrain from gestures or language that could be deemed offensive.
- 2.6. Equipment. All goods, equipment, and other materials provided by Entertainer shall be safe, fully operational, and shall not cause injury or damage to any person or property.

EXHIBIT A

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- 2.7 Merchandise Sales. If Entertainer desires to sell merchandise on-site at the Event on the day of the Performance, Entertainer shall obtain prior approval from the City Representative. Entertainer is responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws.
- 2.8 No Infringement. Entertainer represents and warrants that it has all rights and privileges related to any and all intellectual property that will be used in any manner during the Performance (or in connection with the promotion of the Performance) and will not infringe, or allow any person under its control, to infringe upon any property right, copyright, patent right, or other legal intellectual property right of any person or entity at any time.
- 2.9 Photographs and Images. The Entertainer does hereby grant City permission in the form of a non-exclusive, limited, irrevocable, perpetual, fully paid-up, royalty-free, worldwide license to use, display, reproduce, distribute, transmit, and modify (including to create derivative works) any and all photographs or images of the Performance.
- 2.10 Entertainer Use of City Logo. Entertainer shall not be entitled to use the City's logo or brand without prior written consent of City. Any use of the City's logo or brand shall be in conformance with the City's brand usage policy.
- 2.11 Security. City typically provides security for the general public during City events but Entertainer is solely responsible for the security of Entertainer, Entertainer's Crew, and all personal property belonging to the same during the Event. The parties may mutually agree to an alternative security arrangement by written addendum to this Agreement.
- 2.12 City Authority. City has the right to control and manage the Event and to implement and enforce its laws, codes, rules, standards, and policies in connection therewith. City may, through its duly appointed representatives, remove any objectionable person(s) from the Event Site, and Entertainer waives any claims for damages against City or any of its officers, agents or employees resulting from the exercise of this authority.
- 2.13 Entertainer Rider(s). Entertainer shall notify City in writing no later than sixty (60) days prior to the initial date of the Performance if Entertainer desires to include one or more entertainment riders with this Agreement. The City Representative will work with Entertainer to include any mutually agreed upon rider(s) as an addendum to this Agreement. Notwithstanding the foregoing, the City reserves the right to deny any rider and/or provision therein that, in the City's sole discretion, is in conflict with this Agreement.
- 2.14 Violation of These Performance Guidelines. Should Entertainer be in violation of any of the provisions of this Section 2, City shall, in its sole discretion, have the right to suspend, postpone, or cancel the Performance. If the City cancels the Performance pursuant to this section City shall be entitled to immediately terminate this Agreement in conformance with Section 4 below.

3. Compensation

- 3.1. Compensation. Entertainer will be compensated in accordance with the terms and conditions of this Agreement. The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance, including Entertainer's travel, accommodations, freight, local ground transportation, backline, and security expenses.
- 3.2. Method of Payment. Payment(s) by City shall be by business check or such other method as City may determine in City's sole discretion. Entertainer shall be required to provide a completed Form W-9 and Addison Vendor Information Form prior to receiving payment.
- 3.3. Deposit; Payment Balance. In the event an advance deposit is paid to Entertainer, the remaining balance due under this Agreement will be paid by City following Entertainer's satisfactory and successful completion of the Performance.
- 3.4. Entertainer's Payment Obligations. Entertainer shall be solely responsible for all other costs and expenses related to the Performance, including any and all insurance premiums, taxes, fees (including agent's fees), union dues, or commissions incurred as a result of or in any way related to the Performance.

4. Termination, Postponement and Cancellation

- 4.1. Termination for Convenience. Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) days prior to the initial date of Performance. Upon notice of termination by either party under this section this Agreement shall be deemed cancelled and Entertainer shall return all funds paid to Entertainer by City, including the deposit (if any), within ten (10) business days following the date of cancellation.
- 4.2. Termination for Breach. If Entertainer is in breach of any provision of this Agreement and fails or refuses to cure the same upon reasonable notification (oral or written) by City, then City shall have the right to (i) immediately suspend or postpone the Performance, or (ii) cancel and terminate this Agreement.
- 4.3. Postponement or Cancellation of the Event. City reserves the right, in its sole discretion, to postpone or cancel the Event for or as a result of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, war or terrorism or the potential or actual threat thereof, public safety or public

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welfare considerations, riots, strikes, or local, national or international emergencies, act of God, or other reason of like nature (any such event or reason being a "Force Majeure Event").

- a. If the Event is cancelled by City due to a Force Majeure Event at least 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall retain the deposit, if any, and City shall retain the remaining balance of the total amount payable to Entertainer under this Agreement.
 - b. If the Event is cancelled by City due to a Force Majeure Event less than 72 hours prior to the initial Performance start time identified in the summary page to this Agreement, Entertainer shall be paid in full, provided that Entertainer is on-site or in transit and remains ready, willing, and able to perform.
- 4.4. Postponement or Cancellation of the Performance. The Performance may be postponed or cancelled in any one or more of the following situations:
- a. Either party may, with the consent of the other party (which shall not be unreasonably withheld) postpone or cancel the Performance for or as a result of inclement weather that renders the Performance impossible.
 - b. City may cancel the Performance and immediately terminate this Agreement upon City's determination that Entertainer will or has failed to appear or conduct the Performance in conformance with this Agreement for any reason without the City's prior written consent.
 - c. City may cancel the Performance and immediately terminate this Agreement pursuant Section 2.14 above.
- 4.5. Damages Upon Termination. The parties agree that upon termination of this Agreement pursuant to Sections 4.2, 4.4(b) or 4.4(c) above, the damages that would be suffered by City would be difficult or impossible to determine and that in such case City shall be entitled to (i) receive a refund of all amounts previously paid to Entertainer under this Agreement and (ii) retain the remaining balance due to Entertainer under this Agreement. In addition, Entertainer shall be liable to City for damages in an amount equal to fifty (50%) of the total compensation amount identified on the summary page of this Agreement. The parties acknowledge and agree that the foregoing is not a penalty but represents a reasonable calculation of the actual damages that would be sustained by City as a result of such termination.

5. Indemnification; Assumption of the Risk

- 5.1. Indemnification. Entertainer shall, at its sole cost and expense, defend, indemnify, and hold harmless the Town of Addison, its officers, employees, agents, contractors, licensees, invitees, and volunteers (collectively "City Indemnitees") from and against all claims, liability, damages, costs, fines, penalties, expenses, and reasonable attorneys' fees incurred by City Indemnitees, or amounts paid by City in any settlement based on a third-party claim that results from (i) a violation by Entertainer, its officers, directors, employees, agents, contractors, licensees, or invitees, including Entertainer's Crew (collectively referred to in this indemnification section as "Entertainer") of any applicable law and/or City ordinance, regulation, policy, rule, or directive in connection with the performance of its obligations under this Agreement, (ii) any act or omission of Entertainer arising from or related to Entertainer's performance of this Agreement, and/or (iii) any act or omission of Entertainer that would be a breach or violation of this Agreement. Such defense, indemnity, and hold harmless obligation includes claims alleged or found to have been caused in whole or in part by the negligence of a City Indemnitee.
- 5.2. Indemnification Procedures. Entertainer shall promptly advise City in writing of any notice, claim or demand against a City Indemnitee or Entertainer related to or arising out of this Agreement and shall investigate and defend the same at Entertainer's sole cost and expense. Notwithstanding the foregoing, City shall have the right, at any time, to participate in the defense of such claim(s) with counsel of its own choosing. Entertainer shall not settle any claim that results in any liability or imposes any obligation on the City without the prior written consent of the City. If Entertainer fails to (i) timely respond to a notice of claim, or (ii) assume the defense of a claim, City shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of Entertainer, and Entertainer shall promptly reimburse City for all such costs and expenses.
- 5.3. Assumption of the Risk. Entertainer acknowledges and voluntarily assumes the risk for all damage and/or injury that may be caused in whole or in part or result directly or indirectly as a result of Entertainer's own actions or inactions, the actions or inactions of others participating in the Event, or the negligent acts or omissions of any City Indemnitee in connection with the Event. The foregoing assumption of the risk includes all conditions and defects, whether known or unknown by either party, in, on or about the Event Location.

EXHIBIT A

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6. Miscellaneous Provisions

(a) Any action related to this Agreement will be governed by Texas law and controlling federal law. No choice of law rules of any jurisdiction will apply. (b) Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Performance shall be subject to the exclusive jurisdiction of the state and federal courts located in Dallas County, Texas. (c) This Agreement, together with the addenda attached hereto, represents the parties' entire understanding relating to the subject matter hereof and supersedes any prior or contemporaneous, conflicting or additional, communications or agreements between the parties. (d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. (e) No joint venture, partnership, employment, or agency relationship exists between Entertainer and City as a result of this Agreement or Entertainer's participation in the Event. (f) The failure of City to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. (g) Any notice required or permitted under the terms of this Agreement or required by law must be in writing to the parties' respective notice contact(s) identified in the summary page to this Agreement, and must be (i) delivered in person, (ii) sent by registered or certified mail return receipt requested, (iii) sent by overnight courier, or (iv) by email whose receipt is acknowledged by the party's notice contact. (h) Entertainer verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. (i) The provisions contained in Section 5 of this Agreement shall survive termination.

- End of Terms and Conditions -

EXHIBIT A

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Addendum A Performance Addendum

GENERAL INFORMATION

Addison Representative

Name: Yesenia Saldivar, Special Events Supervisor
Phone: 214-693-5439
Email: ysaldivar@addisontx.gov

Entertainer Representative

Name: Glenn Matthews
Phone: 310-401-3090
Email: MyTouringEmail@gmail.com

All communications regarding the Event and Performance should be directed to the Addison's Representative identified above.

Number of Band/Crew: 13

Number of Vehicles: 3

Onsite Merch Sales: Yes No

EVENT SITE ACCESS; PARKING

Load-in/out

City will provide a reasonable amount of time for Entertainer to set up prior to its commencement and to tear down after its conclusion. Set up and tear down shall be conducted in a manner such that other performances are not disturbed or inconvenienced.

Parking

The City is responsible for the management and control all parking facilities on the Event Location. Entertainer shall be provided access to sufficient parking for the number of vehicles specified above. If no quantity is specified above, Entertainer shall be provided access to a minimum of 2 parking spaces at the Venue.

PRODUCTION INFORMATION

Stage Productions

Unless otherwise agreed by the parties, Addison will provide professional sound and lighting production equipment and labor for stage performances as outlined on Addendum C. Entertainer will be consulted regarding sound and lighting production equipment selection and design; however, Addison retains sole discretion in the selection and execution of sound and lighting production. All stage productions shall be subject to the following conditions:

1. Entertainer shall, at least thirty (30) days prior to the first day of the Performance, provide Addison a detailed outline of the Performance including all stage, lighting and sound requests.
2. The parties acknowledge there shall be no charges to Entertainer for sound and lighting production equipment or labor unless such charge is agreed to by the Parties in writing.
3. Unless otherwise agreed by the Parties in writing, Entertainer shall provide backline and all other necessary equipment for the Performance at Entertainer's sole expense.

Meet & Greet

Entertainer to participate in an onsite meet and greet with up to 30 participants, including photos and autographs. Specific time and location are per advance.

Merchandise Sales

If Entertainer desires to sell merchandise onsite at the Event on the day of the Performance, Entertainer shall be responsible to provide staffing and operation of merchandise sales, and comply with all applicable local, state, and federal laws. Entertainer shall pay Addison 20% of gross sales for all soft and hard goods sold at the Event no later than ten (10) days after the Performance.

Radius Limitations

Entertainer may not perform within 125 miles of Addison, TX for six (6) months prior and sixty (60) days after the show date without the written consent of Addison.

Addendum A
Addison Entertainment Agreement

Page 6

EXHIBIT A

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Catering and Hospitality

Addison will provide the following catering and hospitality services to Entertainer at the Event venue on the Performance day(s) only:

- Catering – A \$50 per person meal buyout will be provided by Addison upon arrival; no meals to be provided.
- Green Room – Addison to provide Entertainer with a private backstage travel trailer on the performance date only; green room is tobacco-free and smoke-free. All Entertainer green room hospitality items shall be per advance. Entertainer to work within Addison's onsite limits at venue. Addison reserves the right to change the green room accommodations at its sole discretion.
- Comp Tickets – Entertainer to receive up to 20 general admission festival tickets for the performance date upon request.

Deal Point Review

The total amount of compensation paid to Entertainer shall not exceed the total compensation amount identified on the summary page to this Agreement, which is inclusive of all expenses related to the Performance. The items listed below are the Entertainer's responsibility, and are included in the compensation:

- Travel/airfare
- Accommodations/hotel
- Freight
- Local ground transportation
- Backline

EXHIBIT A

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Addendum B Insurance Requirements

- a. The ENTERTAINER shall maintain, during the term of the contract and any option period, the types of insurance and coverage listed below. All liability insurance coverage will name **The Town of Addison and its officials, officers, agents, representatives, volunteers, and employees** as an additional insured for claims, demands, suits, judgments, costs, charges, and expenses arising out of or in connection with any loss, damage, or injury resulting from the negligence or other fault of the ENTERTAINER, ENTERTAINER's agents, representatives, or employees.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM AMOUNTS</u>
(i) Workers' Compensation -Employers' Liability-Accident -Employers' Liability-Disease	Texas statutory limits \$1,000,000 / Occurrence \$1,000,000 / Aggregate
(ii) Commercial General Liability (Comprehensive) -Bodily Injury and Property -Contractual Liability	\$1,000,000 / Occurrence \$2,000,000 / Aggregate
(iii) Commercial Automobile Liability (Comprehensive) -Bodily Injury -Property Damage *Includes owned, non-owned and hired car coverage	\$1,000,000 / Occurrence

In all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insured's, with respect to any claims arising out of activities conducted hereunder.

Contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas.

- b. Prior to the commencement of work hereunder and **not more than thirty (30) days** after contract has been executed, the ENTERTAINER shall furnish to ADDISON a certificate of the above required insurance.

Insurance "Certificate Holder" shall be made out to the following:

Town of Addison
ATTN: Addison Special Events
PO Box 9010
Addison, TX 75001

- c. Should the ENTERTAINER's business reside outside of the United States, insurance coverage shall be maintained in the above referenced categories in equivalent coverage amounts.

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Addendum C Main Stage Production Rider

Audio		
24	RCF TTL55a Line Array	Flown 12 per Side
12	RCF TTS56 Subs	
4	RCF TTL33a Line Array	Front Fills on Subs
1	TBC - Avid/Digico/Yamaha	FOH Console
1	TBC - Avid/Digico/Yamaha	MON Console
1	FOH Rack	
	XTA MX36 Mixswitch	
	Lake LM44	
	RNet Control 8	
10	DB Technologies DM15TH Floor Monitors	
4	Shure ULXD Combo Pack	HH and BP each
1	A Level Microphone Pack	
1	Microphone Stand Pack	
1	Microphone Cable Pack	
1	48ch Microphone Splitter	
2	Behringer B205D	Skwawk to FOH/MON
1	All Needed Cabling	
4	CM Lodestar 1T Motors	
1	Audio Rigging Package	
Lighting		
1	TBC - GrandMA/Hog 4/Chamsys Lighting Console	
16	Beam or Hybrid Moving Light	
16	Hydrowash X19	
4	Chauvet Strike 1	
2	Smoke Factory Tour Hazer II	
Video		
1	16' x 9' Video Wall	on Stage Left Wing
1	16' x 9' Video Wall	Behind FOH
1	HD Camera Chain	at FOH
1	HD PTZ Camera	
2	Static HD Camera	
1	Production Switcher	
2	Video Wall Controller	

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Staging/Rigging		
1	40x40 Rooftop	with Wings
2	20x30 Wings	
1	Climbing Truss Structure	FOH Video Wall
2	40' Truss Flown	1 - DS 1 - US
Power		
1	Audio Distro	
1	Lighting Distro	
1	Video Distro	
1	Cable Package	as Required
Labor		
1	A1	FOH
1	A1	MON
1	A2	Patch
1	L1	
1	LED Tech	
1	TD	
2	Camera Ops	

EXHIBIT A

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Addendum D Entertainer Riders

STP SPRING '19 GEAR LIST

03/11/19 WORLDWIDE

Fixtures

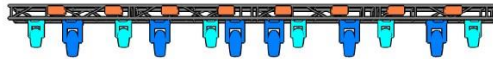
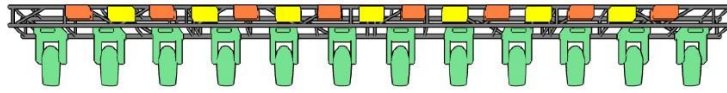
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24	Ayrton MagicDot-XT	2°	327.8lbs	2.4KW
7	Elation CUEPIX Blinder WW2	80°	78.6lbs	861W
6	GLP Impression X4 L	7° - 50°	218.4lbs	5.4KW
36	GLP JDC1 Strobe	Strobe Panels, 147.3°	856.4lbs	39.6KW
8	GLP impression X4 Bar 20	7° - 50°	255.5lbs	3.6KW
20	Robe Robin BMFL Spot	5° - 55°	1577.1lbs	36kW
12	Robe Robin BMFL WashBeam	5° - 45°	1015.0lbs	24kW
12	Robe Robin MegaPointe	Spot Application lens, 3° - 42°	581.5lbs	8kW 40W
			4910.3lbs	119kW 901W

Addendum D
Addison Entertainment Agreement

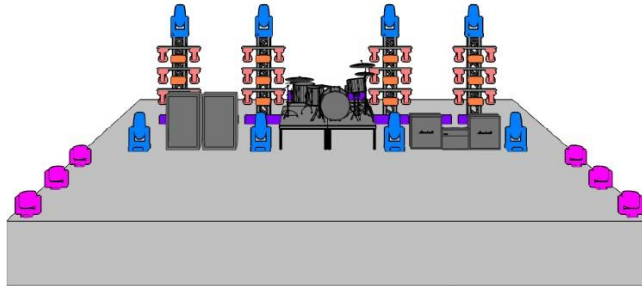
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-  JDC1 Strobe (36)
-  MagicDot-XT (24)
-  Robin BMFL Spot (20)
-  Robin BMFL WashBeam (12)
-  Robin MegaPointe (12)
-  Impression X4 Bar 20 (8)
-  CUEPIX Blinder WW2 (7)
-  Impression X4 L (6)



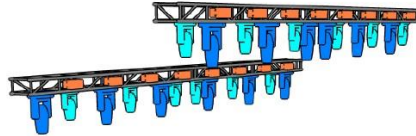
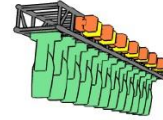
Project: STP SPRING '19		Project date: 03/11/19	
Project name: WORLWIDE		Client: STONE TEMPLE PILOTS	
Drawing author: ROB BEDFORD	Drawing version: 2.0	File name: STP SPRING 19.2.c2p	Document name: ISO FRONT








Addendum D
Addison Entertainment Agreement

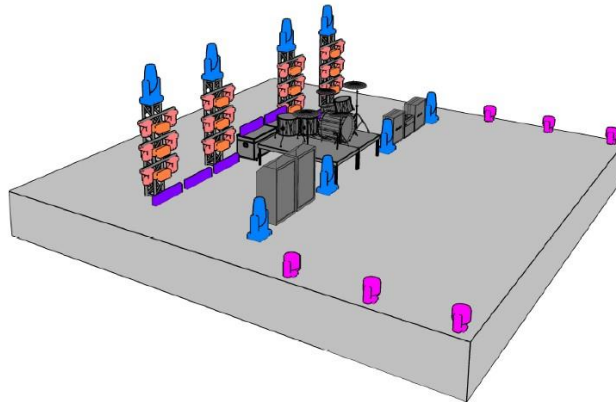
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-  JDC1 Strobe (36)
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Project STP SPRING '19		Project date 03/11/19	
Project location WORLDWIDE			
Client STONE TEMPLE PILOTS			
Prepared by ROB BEDFORD	Drawing version 2.0	File name STP SPRING 19.2.c2p	Document name ISO FRONT

Addendum D
Addison Entertainment Agreement

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ANY UPDATES TO THIS RIDER OR NEW RIDERS ISSUED, AFTER THIS CONTRACT HAS BEEN EXECUTED, SHALL BE HANDLED VIA MUTUAL ADVANCE ONLY.

STONE TEMPLE PILOTS North America 2021

Jeff Varner
Management Contact:
Revelation Management
Office: +1 323-432-3219
E-Mail: varner@revelationmgmt.com

Glenn Matthews
Tour Management Contact:
Mobile: +1 310-401-3090
E-Mail: MyTouringEmail@gmail.com

T. "Quake" Mark
Production Management Contact:
Mobile: +1 585-576-0988
E-Mail: EQsoundz@aol.com
Skype: tquakemark

INTRODUCTION:

^{amended}
~~This~~ rider is part of the Agreement.

The section and subsection headings contained herein are for convenience only and shall not be used to interpret this agreement.

The term ARTIST when used in this rider; indicates either Band Members, Tour Manager, Production Manager and/or any person(s) duly recognized as part of their Entourage.

The term PRODUCER indicates either Tour Manager, Production Manager and/or any person(s) duly recognized and authorized to represent ARTIST for the Engagement.

The Term MANAGEMENT or MANAGER when used in this rider indicates Revelation Management – Jeff Varner.

The term PURCHASER when used in this rider; indicates the individual duly recognized by their signatory on the Agreement as the 'buyer' of the Engagement with ARTIST.

PURCHASER understands its specifications and requirements are wholly necessary in order to properly present ARTIST performance.

Any changes or deviations from the technical requirements set forth in this rider must be approved in advance by ARTIST.

If there are any questions, concerns or difficulties complying with this rider, please contact ARTIST Production Manager OR Tour Manager immediately.

Any discrepancies between the Addison Entertainment Agreement and the Artist rider, the Addison Entertainment Agreement shall prevail and be the sole contract of record.

In the event of a conflict between any term, provision and/or interpretation of this Artist rider (Addendum D) and the Addison Entertainment Agreement (the "Agreement"), the Agreement shall take precedent and control.

Addendum D
Addison Entertainer Agreement

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PURCHASER REPRESENTATIVE:

A representative of Purchaser who is fully authorized to act on behalf of Purchaser must be present at the venue from the time of load in until the completion of load out. Purchaser's representative must be available to Producer by telephone and e-mail at all times within twenty-One (21) days prior to the Engagement and must have copies of the Agreement (including this Rider) on hand for reference. ~~The Same Person that advances the show MUST be the same person we deal with at the show. NO EXCEPTIONS!~~

OVERVIEW:

ARTIST will be carrying all necessary backline, production and dressing room compliments.

Depending on the Situation, the ARTIST / PRODUCER may supply FOH Console, Monitor Console, All Wireless gear, and Small floor Lighting Package. Please consult the PRODUCER to see if this will be the case.

PURCHASER Is required to Supply all Sound and Lighting as Per ARTIST / PRODUCER Specifications. See attached "Main Stage Production Rider" for specifics.

All technical equipment provided by the Purchaser will be used for all performing Artists including but not limited to: audio, audio/lighting consoles, festival lighting package, etc. Venue has the ability to hang points for PA and lighting but are limited based on structure load capacity.

~~Should it be required by PRODUCER, PURCHASER is to supply any and all Ground Transportation for the ARTIST / PRODUCER and it's crew and entourage.~~

Depending on the Tour, the ARTIST / PRODUCER may be traveling with up to 4 x 48' Night liner Tour busses, and up to 4 x 53' Tractor Trailer Trucks. Please consult PRODUCER during the Advance to discuss. ~~Parking per mutually agreeable advance.~~

ARTIST and PRODUCER will expect you to provide, lunch, dinner, ~~after show meals~~ and a compliment of beverages throughout the day or an agreed upon catering buyout # of meals is contingent upon the arrival time to the venue.

ARTIST Stage Plot, Hospitality, Catering and Dressing Room riders will be sent at the initiation of the advance process. All updates to this rider or additional riders issued following submission of the contract shall be by mutual advance only.

Any and All lighting and audio being Locally Provided MUST be approved by ARTIST during the advance process. All technical equipment provided by the Purchaser will be used for all performing Artists including but not limited to: audio, audio/lighting consoles, festival lighting package, etc. Venue has the ability to hang points for PA and lighting but are limited based on structure load capacity.

See attached "Main Stage Production Rider" for specifics.

TOURING entourage is 24 persons.

~~MANAGER / PRODUCER shall approve any and all ticket giveaways or promotions in writing, and such tickets shall be at the PURCHASER'S sole expense.~~

The PRODUCER will require a Minimum number of Complimentary tickets for each performance to be mutually agreed upon in advance. ~~These Comp Tickets must be in the main seating area BUT NOT located in the first 10 rows of the venue.~~ Purchaser to provide 20 General Admission Comp Tickets. The number of "Artist Comps" issued doesn't automatically include back stage and/or back of house access. To ensure security of all involved, all "Artist's Guests" (also defined as non-touring Artist personnel) are subject to approval by Purchaser for backstage access.

~~There is to be no "Guest List" or complimentary tickets distributed for the Venue and / or PURCHASER without PRIOR WRITTEN APPROVAL of the MANAGER.~~

~~PRODUCER reserves the right to approve ANY and ALL persons, groups, performers, or other~~

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~~Artists to appear in conjunction with this performance at this EVENT as well as, but not limited to, the amount of equipment the other Artist or performer may use, the length and duration of their Sound Check, Length of Performance, Performance time, amount of Stage Space, Decibel Limits, and the Nature of the Performances. All support will be sole discretion of Purchaser.~~

~~PRODUCER or its designees shall have the sole and exclusive right to record, film, transmit, and/or tape ARTIST'S performances or any other activities at the EVENT, for any purpose, without compensation to PURCHASER or venue.~~

~~PURCHASER shall obtain any and all clearances, approvals, consents and the like required by the venue, unions and any other party, at no cost to PRODUCER, in order for PRODUCER or its designees to exploit said right.~~

~~PURCHASER agrees that no part of the performances rendered hereunder maybe broadcast, professionally photographed, captured on video, filmed and / or transmitted, audio recorded and / or transmitted, taped, OR embodied in any form for any purpose without PRODUCER'S OR MANAGER'S prior written consent. PURCHASER agrees to deny entrance to any persons carrying recording equipment, or a professional camera or other imaging devices. Without limiting the generality of the foregoing, the term "persons" shall include members of the audience, press, venue staff and PURCHASER'S staff. PRODUCER shall not be liable for any loss or damage, for any reason, to such devices.~~ Producer acknowledges that the use of cell phones by audience members shall not put Purchaser in breach, nor will cell phones be confiscated.

COVID PROTOCOL:

We Must address this. The ARTIST / PRODUCER are aware that CDC guidelines and Local Protocol varies from Country to Country, State to State, etc.. Let's face it, it is a challenging time.

To this end, the ARTIST / PRODUCER STRONGLY URGE everyone in the USA to follow the current CDC Guidelines in regards to Masking, Cleaning, Social Distancing, Covid Testing and Covid Vaccines. Purchaser will follow all applicable local, state, and federal guidelines for COVID compliance.

~~For all other Countries and Territories, Please follow the current World Health Organizations Guidelines, or Your specific Countries Guidelines for Covid Protocol.~~

PURCHASER Representative MUST discuss this with the PRODUCER'S staff during the Advance.

SECURITY:

ALL SECURITY PER MUTUALLY AGREEABLE ADVANCE. SECURITY DEPLOYMENT AND BRIEFING IS SOLE DISCRETION OF THE PURCHASER.

As PURCHASER is the promoter of the EVENT, PURCHASER is solely responsible for providing security for the Protection of all persons and property. To this end, PURCHASER shall be solely responsible and shall provide and pay for at its sole expense trained, uniformed and event security personnel (along with adequate facilities, necessary Equipment, transportation vehicles and radios) for the protection of PRODUCER, ARTIST, their employees, agents, Guests and contractors and their respective equipment and/or instruments, and for the protection of all patrons and/or Other persons at the EVENT.

~~PURCHASER shall be solely liable for any damage, loss or injury resulting from its failure to provide the same.~~ Removed whereas PURCHASER is a Texas local government entity prohibited by law from providing contingent liability in this Agreement.

PURCHASER shall provide security from the commencement of load in until the last of the ARTIST /

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PRODUCER'S production staff has departed.

~~Security deployment is at the sole discretion of the Purchaser based on threat level.~~

Any and all security guards must have previous experience with crowd control. The guards must be easily identifiable, as security and they must report to Tour Security Director prior to the performance to discuss security arrangements. All persons engaged as security personnel must be at least eighteen (18) years of age, sober, and hire specifically as security personnel. In addition, all security personnel are required to wear identical T-shirts or other clothing with a visible means of identification. ~~ARTIST Representative retains the right to demand substitution of any security personnel who, in the PRODUCER'S Tour/Production Manager or Security Director sole judgment, who are not physically capable, not sober, display a disruptive attitude, and excessive violence keeping them from performing their duties.~~

~~PRODUCER'S Representative reserves the right to demand the immediate dismissal or replacement of any security personnel deemed by PRODUCER'S Security Director. Any security personnel who use excessive violence in pursuance of his/her duties shall be ejected from the venue upon the demand of the Security Director.~~

~~PURCHASER assumes all responsibility and liability for the actions or omissions of any member of security staff or purchaser's staff whether or not such individual(s) is/are found to be under the influence of alcohol or any drug, and PURCHASER hereby indemnifies PRODUCER, ARTIST and their employee's and holds them harmless from any losses and all damages due to failure to provide adequate security and/or the acts or omissions of the security staff or PURCHASER'S staff. None of the security personnel shall carry or possess any firearms, clubs, knives or dangerous weapons. Security personnel are required to carry handcuffs, Flashlight, and radio.~~

ALL MEMBERS OF THE SECURITY STAFF MUS BE CHECKED IN, AND DEPLOYED NO LESS THAN 30 MINUTES PRIOR TO THE OPENING OF DOORS FOR THE ENGAGEMENT! NO EXCEPTIONS! ~~This clause only applies to those staff working the show call.~~

~~Due to the full festival schedule, Artists can only be guaranteed a line check~~

ARTIST must be given a complete sound check prior to the admittance of the audience for the performance. PRODUCER and ARTIST shall use the full array of equipment, and shall not be required to perform under any other condition. ~~Doors may be held to enable ARTIST to complete sound check. The audience shall not be admitted to the venue until PRODUCER'S Production Manager and Security Director have given approval.~~

It must be specifically understood that NO ONE IS ALLOW TO PHOTOGRAPH, AUDIO OR VIDEO RECORD ANY PART OF THE BANDS SOUND CHECK!

~~To ensure the safety of the Concert Patrons, Venue Staff, and Touring staff, every member of the audience should be searched upon entry to the venue—full hands on pat—down searches of all patrons are required. Wands or walk through metal detectors may be used where law requires. This above process is fundamental to our security structure. If the Security Detail is not able to provide the Pat-downs, the PURCHASER must provide adequate Local law enforcement officers to deal with this provision. It is to be specifically understood that you will need to make sure you are adequately staffed with Security to handle this in a timely manner.~~

~~Anyone found to be carrying a laser pointer, tape recorder, and portable d.a.t. Recorder, audio device, video or motion picture camera or a professional still camera must be denied entrance. All articles removed on entry to the venue must be returned to the owner upon departure from the venue.~~

~~Any member of the audience found with any weapon or potentially dangerous object must be IMMEDIATELY accompanied to the exit and denied entrance to the venue (even without the weapon~~

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~~or Dangerous object). This Includes but is not limited to any type of Gun, Knife, Tasers, Pepper Spray and / or Laser Pointers.~~

Whenever possible, we respectfully request that The PURCHASER also have a Team of Law enforcement officers along with Explosive Sniffing Dogs do a Sweep of the Venue Prior to the Opening of Doors. This is for the Safety and security of all the persons at the event! ^{EOD at the sole discretion of the Purchaser and under the authority of local law enforcement.}

~~If alcohol is served at the venue on the date of the Engagement, PURCHASER and/or the venue management take all responsibility for damages and shall hold PRODUCER and ARTIST harmless against all alcohol related damages or injuries.~~

~~PURCHASER must ensure that no member of the audience is admitted with drinking glasses, bottles of any type, or cans on their person. Any beverages offered for sale must be poured in to Soft Plastic Cups. NO EXCEPTIONS! PRODUCER reserves the right to cancel the Engagement~~

~~if Purchaser fails to adhere to this provision and to hold PURCHASER fully Liable for the full Contracted Guarantee as set forth in the Contract.~~

~~Security will be under the direction of PRODUCER'S Security Director, Tour Manager, and Production Manager in consultation with the Venue management as to how many and where security should be positioned during ARTIST'S performance.~~

~~On stage, any security personnel will be solely under the instruction and supervision of PRODUCER'S representatives. PURCHASER agrees to accept full responsibility for the safety of ARTIST, its representatives, the technical crew, any equipment and personal belongings at all times. In the event of theft or damage, PURCHASER will be liable to PRODUCER and/or ARTIST for the value in full of stolen or damaged items. All security guidelines must be advanced with the tour Security Director prior to the engagement.~~

PRODUCER will ^{request} require at least 1 x Security person to be stationed at the ARTIST'S Busses and Trucks and Touring Vehicles at all times when present at the venue.

~~PRODUCER will require 1 x Security person to be stationed at the PRODUCER'S Production / Management Office at all times from the arrival of the PRODUCER'S team, for the duration, until released by the PRODUCER'S Production Manager at the conclusion of the PRODUCER'S load out.~~

PRODUCER will ^{request} require 1 x Security person to be stationed at the Artist's Dressing rooms At all times from the Arrival of the PRODUCER'S team until released by the PRODUCER'S Production Manager.

~~PRODUCER will require at least 1 x Security person for every 4 – 6 feet of Barricade in front of the stage.~~

PRODUCER will ^{request} require at least 2 x Security Persons at Front of House Sound and Lighting position

~~A good guideline for determining how many Security persons will be required for this Artist's event is 1x Security for every 75 Patrons.~~

PRODUCER will ^{request} require adequate security to cover any and all entrances to backstage at all times when the Artist is present in the venue.

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~~PRODUCER will require adequate security to cover getting the Audience in to the venue in a reasonable amount of time with the searches that are required:~~

~~Should this be a fully seated Show, the PRODUCER will require that there be a Security person at the stage end of each aisle on the floor, as well as one on either side of the stage, and at least 1 – 2 Persons Roaming in the Aisles:~~

~~In situations where the ARTIST is performing multiple shows / performances on multiple dates in the same venue, or is loading in the Day(s) prior to their Performance, the PURCHASER must provide at least four (4) x security personnel to secure the equipment and dressing rooms overnight, and must remain on duty until the PRODUCER's Production Staff return the following day:~~

~~...shall, subject to PURCHASER's prior consent (which shall not be unreasonably withheld),~~

~~PRODUCER shall have the right to terminate the performance and cancel this agreement without liability if, in its sole and absolute judgment, there is any riot, civil disorder, dangerous behavior from the crowd or security crew, any objects are thrown and/or there is physical action on the stage, the hall or in any parts of the venue that might endanger the life or safety of the Artist. In any of these events, PURCHASER agrees to pay the Artist in full.~~ ^{poses an imminent threat to} ~~Artist to work with Purchaser to find a resolution to the issues prior to making this determination.~~

~~PURCHASER shall not in any case hold the PRODUCER, ARTIST or its crew, or vendors responsible for any damage the audience may cause inside or outside the venue where ARTIST is to perform:~~

~~The audience shall not be admitted to the venue until PRODUCER'S Production Manager and Security Director have given their specific approval.~~

~~PURCHASER will supply at least two (2) x medical officer(s) or crew on site, who must be either medical doctors, emergency medical technicians or paramedics, and be ready, willing and able to treat anyone one who be injured or become sick during the Engagement. There should also be available An Ambulance to transport any injured persons.~~

~~PURCHASER shall ensure that the medical staff has immediately on hand for ARTIST'S use one full oxygen tank in good working order, including regulator, on-off wrench and new mask.~~

~~PRODUCER has its own particular system of passes and credentials for their crew, local working personnel, and the ARTIST'S Special Guests. The PRODUCER'S Security Director, Tour Manager, and or Production Manager will distribute these passes:~~

~~WITH SPECIFIC EXCEPTION OF CERTAIN FESTIVAL SITUATIONS, UNDER NO CIRCUMSTANCES WILL LOCAL OR "VENUE" PASSES BE REQUIRED OR HONORED FOR THIS ENGAGEMENT. NO EXCEPTIONS!~~

~~The PRODUCER'S Production Manager and or Tour Manager will dictate pass access: PURCHASER will honor and facilitate PRODUCER'S pass system:~~

~~PURCHASER~~

~~PURCHASER shall ensure that only authorized persons displaying properly issued access passes shall be permitted on stage, backstage or in the dressing rooms before, during or after the Engagement. Festival to provide their own credentials and thus will NOT be using Artist credentials.~~

~~The PRODUCER will require a Free Standing Proper Concert ('Mojo' style Free standing, L shaped, blow though Concert Barricade.) barricade the full width of the stage; plus extend an additional 8 to 12 feet past the edge of the stage and any wing areas. There must be at least 6' from the edge of the stage to the edge of the barricade. In addition, we will require additional Bicycle Style Rack style~~

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Police barricades to extend to the walls of the venue from the end of the Concert Barricade. PLEASE IF YOU HAVE ANY QUESTION AS TO WHETHER YOUR BARRICADE WILL WORK FOR THIS EVENT PLEASE CONTACT US IMMEDIATELY!

The PRODUCER will require that either MOJO Style Concert barricade, or Bicycle Rack Style barriers appropriate for the venue we are performing in surround the entire area of the Mix position.

~~There should not be any police officers present in or the near the dressing rooms, stage, or Backstage areas unless specifically requested by the Tour Manager or Production Manager.~~

~~The PRODUCER requires a detailed report for the number of arrested and ejected persons immediately following the ARTISTS Performances.~~

~~There is to be No master of ceremonies, disc jockeys, or announcers shall appear in conjunction with this performance without prior written consent of the ARTIST'S MANAGEMENT, and no announcements of any kind will be made from stage or through the house PA system except by the PRODUCER'S representative.~~

Specifically, for Festival Situations, the ARTIST have some special Requirements. PURCHASER ~~must provide security upon arrival of the PRODUCER'S Production Manager to the venue. Specifically, we will require One Security Person be posted at the entrance to each Dressing room for use of the ARTIST and each Production office to be used by the PRODUCER'S Production Staff. These guards must be easily identifiable as security, and posted at these positions until dismissed from assignment by the Tour Security Director or Tour Production Manager.~~ requests ^{request} ~~or redeployed by Festival staff.~~

~~Additionally, for Festivals, When the ARTIST is scheduled to perform, there must be security posted at the backstage entrances leading on to the stage, and are to use the PRODUCER Provided Tour Wristbands and laminates for lockdown of the stage during the ARTIST'S performance.~~

FACILITY ACCESS / PARKING:

Parking per mutually agreeable advance

ARTIST / PRODUCER will require:

~~One (1) clear, unencumbered day of venue access for twenty-four (24) continuous hours. This access must include all venue facilities relevant to production; specifically, power, floor access, parking, dressing rooms, rest rooms, and offices.~~

A representative of PURCHASER must be onsite with the authority to make decisions beginning with stage load in through the performance and completion of loadout. ~~This SHOULD be the same person that advances the Performances with the PRODUCER'S staff.~~

PURCHASER agrees to obtain at its sole expense, any and all clearances and permits necessary from local authorities should parking, loading, and / or unloading areas is on a main thoroughfare or block traffic in any way. Should permits, or a traffic patrolman is required, it will be necessary for the PURCHASER to arrange and pay for this well in advance of this EVENT. As we be traveling with Trucks and Busses, adequate, on site, secured, reserved Parking will be required for up to 4 x Full Size Night liner Busses and up to 4 x Tractor Trailer trucks; as well as 4 full size cars. This Parking should be available from AT LEAST 6 Hours Prior to the Scheduled Load in time, through the Purchaser will make reasonable efforts to provide parking close to the venue. Artist understands the venue is a municipal park in the center of town so parking will be provided, it just may not be directly behind the stage.

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duration of the EVENT, until at least 6 Hours after the ARTIST'S Performance has ended.

~~Parking per mutually agreeable advance.~~

~~Please note that in some circumstances if the ARTIST / PRODUCER is in town prior to the EVENT, or remaining in town after the event, The PRODUCER may request to park their vehicles at the VENUE for the duration.~~

The location of the Parking area designated for the PRODUCER'S use must be within the venue secure area.

Security must be allocated to watch over all touring vehicles from load-in, through load out until the vehicles depart.

Busses / Vans should be parked as close as possible to the backstage entrance without impeding the truck traffic for the load in and out. Whenever possible, Busses must be located within Fifty (50) feet of shore power.

In times of inclement weather, specifically ice and snow, these areas must be plowed clear, salt and sand must be applied to remove any hazard. This area must be maintained (while the weather persists) throughout the day and until the touring party departs

EQUIPMENT TRANSPORTATION:

Included in Artist compensation

~~Should the PRODUCER require it for your specific event, PURCHASER may Responsible for any and all Equipment or Gear transportation upon arrival in to your Territory. Needs as specified by the PRODUCER.~~

~~Should this be necessary, you should plan on a MINIMUM of roughly 48 feet of Linear Truck Space or 4 x Airline Pallets. Please check with the PRODUCER during the Advance.~~

~~Under normal circumstances in North America, and Europe, the PURCHASER may opt to supply their own trucks and gear transportation.~~

GROUND TRANSPORTATION:

included in Artist Compensation.

~~PURCHASER is Responsible for any and all reasonable Ground Transportation Needs as specified by the PRODUCER.~~

~~Any ARTIST band member ground transportation requirements will be addressed to the Tour Manager during the advance process.~~

~~Any ARTIST / PRODUCER crew transportation requirements will be confirmed by the Production Manager during the advance process.~~

FIRE EXTINGUISHERS:

Please supply FOUR (4) multi-purpose fire extinguishers to be distributed at the following locations: Front of house, Dimmers stage right. Monitors stage left, and Dressing room hallway.

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TRASH CANS:

It may seem like a trivial thing, but you would be amazed at how many venues do not do this. At the time of load in, if you could please supply several Large Garbage cans with FRESH liners for the 4 x Stage, 1 x FOH Mix, 2 x Production office and several in the Dressing rooms. These are all needed at Load in, and should be available until AFTER the Tour Staff leaves.

And please, whenever possible, we encourage you to recycle!

LOAD IN / LOAD OUT :

~~Unless otherwise requested, PURCHASER agrees to furnish the venue on the date of the EVENT, a MINIMUM of Twelve hours prior to the scheduled time of opening of doors for the EVENT. The venue must be clean, well and properly ventilated, well lit, and appropriately heated or air conditioned as to the season and weather conditions. PURCHASER shall have the stage set up and in place and have the venue, as well as any local provided labor, and any locally provided sound or lighting set up and ready at this time. Festival event, this cannot be guaranteed.~~

Specifically, for Festival situations the PRODUCER will require a Minimum of 5 Hours of set up time PRIOR to the appointed Changeover time to set up, tune, and prep our equipment for the ARTIST'S Performance. ~~Day of show schedule per mutually agreeable advance~~

PLEASE NOTE: FOR FESTIVALS, The ARTIST'S Backline will require at least Three Wheeled Skid height risers that are 8 Feet wide x 4 Feet Deep x as low as possible with proper wheels. Each skid must be able to handle the weight of the Backline and Amplifiers placed on it and must be specifically dedicated and reserved for the exclusive use of the ARTIST from load in through the duration until the ARTIST'S load out. Additionally, we will require one very sturdy, Dedicated, and reserved Drum Riser that is 8 feet Wide x 8 Feet Deep x 2 feet High that is available from the ARTIST'S load in, for the duration, until the ARTIST'S load Out.

Unless otherwise SPECIFICALLY requested IN ADVANCE, load out of the ARTIST'S equipment and PRODUCER supplied equipment shall commence immediately following the ARTIST'S performance at this EVENT. ~~All loading areas must be cleared of any and all vehicles not authorized and approved by the PRODUCER'S Production Manager.~~ The Venue, as well as any locally provided labor, must be ready and under the immediate direction of the PRODUCER'S Production Manager and / or Stage Manager at this time.

For specific Safety reasons, The PRODUCER will require a minimum noise level be maintained during Load in and Load out. If you have any other events in the VENUE, (Specifically the VENUE Becomes a club or rave) we must have a minimum of Two Full hours to do our work SAFELY. ~~Therefore, the PRODUCER'S Production Manager reserves the right to dictate the Volume of any Music being played, or other type of Noise. We also reserve the right to have set any Lighting levels. NO EXCEPTIONS!~~

For specific Safety reasons, The PRODUCER will require a minimum Lighting level and Minimum Noise level be maintained during Load in and Load out. If you have any other events in the VENUE, (Specifically the VENUE Becomes a club or rave after the ARTIST'S performance) we must have a minimum of Two Full hours to do our work SAFELY. ~~Therefore, the PRODUCER'S Production~~

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~~Manager reserves the right to dictate the Level of ALL Venue Lighting. This includes the ability of moving or intelligent lighting.~~ The PRODUCER will also require that all sound systems be required to be shut off during the load out. This is not a Joke and is considered a minimum safety requirement for ALL persons working during the Loading out of the ARTIST / PRODUCER'S equipment.
NO EXCEPTIONS!

Applies only to the sound systems for ARTIST's stage area and not other stages or performances that may be located at the event.

PRODUCER retains the sole and exclusive right to commence and complete the load out of any and all of the ARTIST'S, or tour supplied equipment, at their discretion prior to any and all other ARTIST, or any and all locally supplied equipment, staging or sound and lighting. We will use all the hands first.

~~PRODUCER retains the sole and exclusive right to designate the duties of any locally provided labor (stagehands, Truck loaders, riggers, Security) provided for this EVENT from the time the ARTIST'S performance has completed, for the duration, until they are released by the PRODUCER'S Production Manager at the completion of their load out.~~

LABOR : All labor per mutually agreeable advance

PURCHASER shall supply local crew and equipment to assist with the unloading, set-up, performance, takedown and loading of Producer's equipment.

~~PRODUCER reserves the right to increase or decrease the number of needed crew and/or equipment and to change calls as they deem necessary.~~

All staff, employees, contractors, subcontractors and local crew engaged by PURCHASER must be sober at all times during the rendition of services in connection with the Engagement, must UNDERSTAND and speak English and have a valid driver's license with them.

~~Should the Native Language of the Country or Territory Not Be English, and the Majority of Labor Does not understand and / or is not able to converse in English, The PRODUCER requires the PURCHASER to Provide a Minimum of Three Interpreters to work with the Local Labor and the PURCHASERS crew for the entire duration of the Load In, Set-up, Performance, and load out.~~

~~Any and all persons hired to work as a stage hand / truck loader for this specific event, must wear sturdy, weather appropriate foot wear (I.E. NO SANDALS!); Hi-Vis vests, as well as be equipped with the normal tools to perform their duties for the day. All The hands and Labor the PURCHASER arranges for this event are to be at the Sole and Exclusive Direction of the PRODUCER'S Production Manager, and / or the PRODUCER'S Stage Manager at All Times. No exceptions!~~

Should additional Labor be required to load in and / or load out any and all Locally provided Sound, Lighting & or Video Companies; please discuss this with the PRIDUCER during the Advance.

It must be SPECIFICALLY UNDERSTOOD that the PRODUCER will load out any and all of the equipment PRIOR to loading out of any Local Production Equipment. Please make sure

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your Sound, Lighting, Staging, Barricade, Video and ANY other vendors involved with this event understand this in Advance.

PURCHASER agrees to supply one licensed electrician fully equipped with tools as well as breakers and fuses, and familiar with all power sources, transformers, etc., to be available ~~from load in throughout the day until released by PRODUCER'S Production Manager.~~

PURCHASER must supply Two (2) experienced runners for the exclusive use of ARTIST / PRODUCER'S Staff from the start of load in or as indicated during the advance process. Runners to be shared amongst all Artists.

~~Runners will work from their call time until released by ARTIST. PURCHASER shall ensure Runners are aware of this requirement prior to the start of their shift. Whenever possible, the same Runner should work the entire shift until released by ARTIST. One runner should have a (1) fifteen (15) passenger van and one in clean, working order, properly registered and insured. The other runner can be equipped with a Personal vehicle that is properly Licensed and insured.~~

~~Production Runners to report to ARTIST Tour Production Office no later than the time indicated during the advance process.~~

~~The runner's first duties will include dropping off stage clothes and other items at a laundry or dry cleaner that must be ready for pick up at least three (3) hours prior to the ARTIST'S scheduled performance at this EVENT. PLEASE ADVANCE A DRY CLEANER AND A LAUNDRY FACILITY!~~

LOCAL CREW CALL / MANPOWER OUTLINE :

ALL LABOR PER MUTUALLY AGREEABLE
ADVANCE
SEE ATTACHED "MAIN STAGE PRODUCTION
RIDER"

Typical local crew calls are as follows subject to adjustment during the advance process:

LOAD IN (Report Times TBD):

1 x Crew Boss
10 x Stagehands
4 x Truck Loaders
3 x House Audio
2 x House Lighting
1 x Electrician / House Lights
2 x Production Runners

SHOW CALL:

1 x Crew Boss
6 x Stage Hands
1 x Electrician / House Lights
2 x House Audio
1 x House Lighting
2 x Production Runners

LOAD OUT (PLEASE NOTE Does Not Include and labor to assist any local Sound and Lights)

1 x Crew Boss
12 x Stagehands
4 x Loaders
3 x House Audio

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2 x House Lighting
1 x Electrician / House Lights
2 x Production Runners

STAGING: SEE ATTACHED "MAIN STAGE PRODUCTION RIDER" FOR EXACT STAGE MEASUREMENTS

Festival/Arenas:

60' wide x 40' deep x 5' High with appropriate Hand Rail and Toe Rails Placed 8' out from the corners to the back wall. Completely clear at time of Load In.

House barricade foot plate 6' from the downstage edge.

3 sets of stairs: 1 SL, 1 SR, 1 USC

If the ARTIST'S performance at this EVENT is to be held outdoors, the entire stage and performance area is to be covered by a proper, safely constructed, load-bearing roof ~~WITH sidewalls, or Wind Break~~. This includes but is not limited to the entire stage, any wing space for tech stations, case storage areas, monitor mix positions, dimmer positions, front of house mix positions, spot towers, and sound wings. ~~The rear of the stage and sides of the stage are to be equipped with wind reducing screen masking to cut down the amount of wind on the stage.~~ The roof structure covering the performance area must be capable of supporting at least Eighteen (18) - one ton rigging points, and a minimum of 22,000 pounds. The roof covering the sound wings must be capable of supporting at least four (4)-one ton rigging points per side of the stage, and at least 8,000 pounds.

Please also note that genie tower roofs have been proven to be unsafe and therefore are specifically NOT acceptable under any circumstances!

Any Temporary Stages or structures being used outdoors MUST BE sturdily constructed and PROPERLY GROUNDED to insure the safety of all persons working and performing. This includes but is not limited to the Stage, Prep areas, and FOH mix / lighting areas.

If the ARTIST'S performance at this EVENT is to be held Outdoors, it is to be specifically understood that it is the responsibility of the PURCHASER to make sure the ARTIST'S; And any PRODUCER supplied equipment is kept Completely Dry and Safe at all times.

Specifically for Outdoor Performances, the PRODUCER will require several rolls of "Visqueen" style of Clear Plastic to make covers for their equipment. Please make sure you have this available at the designated Load In Time. ~~Tarps are also acceptable.~~

~~In certain venues, the PRODUCER MAY also require 18 sections of tall, black, flame proofed "pipe & drape" to be available to help mask the ARTIST'S entrance to the stage, and to help mask off tech stations on either side of the stage. Additional "Pipe and Drapes" may be required to mask off certain Vomitoriums and entrances to the venue should the PRODUCER deem necessary. The PURCHASER must have an adequate amount of "pipe and drape" on hand just in case. This should be discussed during the Production Advance.~~

PRODUCER requires that PURCHASER make the appropriate arrangements for Ramps or Forklifts to get the Artists Gear on and off Stage Safely. Should Forklifts be required to load and unload the PRODUCER'S and ARTIST'S Gear either in and out of the truck or on and off the Stage, at LEAST 1 VERY EXPERIENCED, SOBER AND SAFE FORKLIFT DRIVER will be required.

In Certain Types of Venues (For example Arenas, Coliseums, Civic Centers, etc.) where the stage is

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NOT a Proscenium, The PRODUCER MAY request that the area's Upstage of the Performance area to be covered by a FLOWN Black Drape. This area is to include the Sides behind any of the wing area extending at least 20 feet past the Performance area in each direction.

RISERS :

The ARTIST will require the ~~SOLE and EXCLUSIVE~~ use of Three (3) Sturdy, Rolling Risers. One Drum Riser 8 feet by 8 feet by 2 feet High, carpeted and Skirted. Two Skid style Risers 8 feet wide x 4 feet deep x 6 inches high, carpeted preferred but not necessary, and skirted. All risers must be capable of being set up and ready for the PRODUCER / ARTIST upon Load In. The ARTIST will be prepared to roll their gear On and Off at changeovers.

STORAGE AREA :

Must be completely free of house equipment, chairs, dumpsters and etc. to allow for storage of ARTIST cases, dollies and any other ARTIST equipment.

SCORE BOARDS :

All center of house scoreboards must be taken up to their highest position of the Arena or removed when possible prior to Load In.

SNAKE RUNS / CABLE COVERS AND MATTING:

The PRODUCER will Require That any and all Snakes, Power, data or such cabling that is to be run to the Front of house be covered by either Cable Ramps or Matting. They can also be run in a Covered trough for venues that provide this. This is to include but not limited to any PRODUCER and / or PURCHASER or Local or EVENT provided vendor Lighting Snakes, Any and all Audio Snakes, Power cables, as well as any and all Video cabling as required for this EVENT.

At no time are any Vehicles, Chair Carts, or other wheeled devices to be allowed to cross over any of the Snakes at any time!

Additionally, please provide Twelve (12) "Yellow Jacket" Style Channel cable ramps to be placed morning of show at the Direction of the PRODUCER'S Production Manager or Stage Manager. These cable ramps should be in addition to any required to cover any cabling running in to or through the audience areas.

VENUE DRESSING :

~~PURCHASER will provide and pay for appropriate draping material to cover all unsold or killed seats as well as all reflective surfaces (press boxes, suites, glass windows, dashers, etc.) that may interfere with the audio/visual presentation of ARTIST performance. This~~

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~~includes, but is not limited to, any areas behind or around the stage that are in view of the audience.~~

~~Said draping must be in place prior to the start of Sound check with the band members present.~~

OPENING DOORS :

~~PURCHASER must ensure doors to the venue, to include any outer doors leading to inner lobbies are not opened to the public without prior consent from the ARTIST / PRODUCER'S Production Manager or Tour Manager.~~

HOUSE LIGHTS :

ARTIST / PRODUCER shall control all cueing of the house lights in relation to the Engagement. PURCHASER must make arrangement for all lights (not required per safety ordinances) to be turned off during ARTIST performance. This includes, but is not limited to all:

- a. neon
- b. clocks
- c. scoreboards
- d. advertising and concession signs
- e. ribbons

ARTIST May request to Preview Light Levels During the Day around Sound Check Time.

POWER SUPPLY : AS PER MUTUALLY AGREEABLE ADVANCE SEE ATTACHED "MAIN STAGE PRODUCTION RIDER" FOR POWER

All power whether in house or by generator is to be at ARTIST disposal from the beginning of load in until the completion of load out.

~~In Countries that do not have 120V power the ARTIST / PRODUCER will require the PURCHASER to provide 120V power as needed for all the gear. This can be done by using either several Transformers to provide us with 20Amp 120v circuits in the Production Office, Dressing rooms and on Stage. Please contact the PRODUCER for requirements.~~

ALL POWER PROVIDED FOR OUR USE MUST BE PROPERLY GROUNDED AND IN PHASE. PLEASE NOTE WE REQUIRE 120V POWER NOT 110V!

PLEASE MAKE SURE YOU HAVE ENOUGH POWER TRANSFORMERS AND UNITED STATES POWER PLUGS AND EXTENSION CABLES FOR US!

- ARTIST will require the following:
- 2 x 20A 120V circuits at Monitors
 - 1 x 20A 120V circuits SL At Guitar World
 - 1 x 20A 120V circuits USL onstage Guitar Position
 - 1 x 20A 120V circuits USC at Drum Riser

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- 1 x 20A 120V circuits USR onstage Bass Position
- 1 x 20A 120V circuits DSR at Bass Tech Position
- 1 x 20A 120V circuits DSC for Teleprompter
- 2 x 20A 120V circuits FOH for FOH Consoles

MIX POSITION: Artist will be provided with as much space as is available given this is a festival configuration.

ARTIST carries FOH, MON, LX consoles along with microphones, and wireless racks.

ARTIST requires a minimal footprint for the FOH mix position:

Audio will be on the floor in a space 16' x 12', centered with the stage and PA hangs. Will require 1 quad power drop at FOH.

Lighting requires a riser 16' wide by 12' deep by 1' or 2' feet high. Two (2) 8' banquet type tables with two (2) folding chairs.

ARTIST requires a minimal footprint for the MON mix position:

This position will be situated left on the stage floor in an area 8' wide and 12' deep situated 8" upstage of the downstage edge of the stage.

ALL AUDIO REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE

AUDIO REQUIREMENTS: SEE ATTACHED "MAIN STAGE PRODUCTION RIDER"

PURCHASER to provide ANY and ALL necessary audio equipment listed below but not limited to per advance.

Any and all Consoles, outboard, Microphones, and wireless must be for the SOLE and EXCLUSIVE use for the PRODUCER / ARTIST. Please note we do not share Consoles or Outboard.

FOH CONSOLES:

- Digico SD12 (V 1069 or later)
 - a) Wavers Enabled
 - b) DMI Waves Card installed on console
 - c) Waves Multitrack Soundgrid on Mac Mini or Comparable PC Computer
 - d) Waves v10 Mercury, Studio Classics, and Abbey Road Bundles Installed
 - e) Waves v10 Plug-ins Offline Installers on Computer
 - f) Waves Extreme Server
 - g) All necessary Network Connections, Keyboards, Mouses, and Screens
 - a) Must be Optical Enabled with HMA Optocore Connections

SYSTEM CONTROL:

- SMAART v8 System with its own touchscreen controller
 - a) Audix TM-1 RTA Mic
 - b) Focusrite Scarlet 2 Channel USB Preamp
- Two (2) Lake LM44 system with its own touchscreen controller

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ALL AUDIO REQUIREMENTS PER MUTUALLY AGREEABLE
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- c) Both LM44s linked to same Lake Computer
- d) Both LM44s with AES Fanouts
- e) Must have secure separate wireless access point and network

FRONT OF HOUSE AUDIO REQUIREMENTS:

High Fidelity Stereo PA
Three or Four Way System with additional Sub Bass
System to cover 30Hz-20kHz sustaining 110 dbA with no distortion at FOH location
180-270 degrees coverage as needed
Front row &/or center coverage as needed
Any delay coverage as needed
Vendor must supply all necessary mics and cables, power, rigging, cabling etc. for the system.
All PA control to be located at FOH mix location within reach of, and accessible by the ARTIST'S
touring engineer
A Minimum of Two qualified representative working technicians

Preferred Speaker Systems : Clair Cohesion, Clair i Series, d&b Audiotechnik J Series, L'Acoustics
K1 or K2 Series

MONITOR SYSTEM:

**All Consoles must fit these exact specifications and be set aside for the sole and exclusive use
of the ARTIST.**

MONITOR CONSOLES:

1. Digico SD11i (V 1069 or later) [MUST BE SD11i SOFTWARE]
 - b) No Waves
 - c) Must be Optical Enabled with HMA Optocore Connections
 - d) Must be MADI Enabled
2. Digico SD12 (V 1069 or later)
 - a) No Waves
 - b) Must be Optical Enabled with HMA Optocore Connections
 - c) Must be MADI Enabled
3. Digico SD10 (V 1069 or later)
 - a) No Waves
 - b) Must be Optical Enabled with HMA Optocore Connections
 - c) Must be MADI Enabled

SD RACKS:

Two (2) Digico SD Rack with 48 Analog Inputs, 48 Analog Outputs, 1 AES Input Card, and 1 AES
Output Card

- a) Prefer 32 Bit Cards but not necessary
- b) Must be Optical Enabled and Connected to both consoles via Optocore Loop (One Optocore
Loop)
- c) All SD Racks Must be Defaulted before connecting to console and loading Engineers files

RECORDING:

Tracks Live

- a) Laptop running Waves Tracks Live for record and playback
- b) MGB connected via MADI to console's MADI I/O Ports

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ALL AUDIO REQUIREMENTS PER MUTUALLY AGREEABLE ADVANCE
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OUT BOARD EFFECTS:

1. Four (4) Yamaha SPX 2000
 - a) Connected via AES to SD Rack's AES I/O

WEDGES:

1. Eight (8) Double 12" Cone Passive Floor Monitors
 - a) Sound Image MA Series
 - b) Adamson M Series
 - c) D&B M Series
2. One (1) Single 18" Cone Stage Subwoofer
 - a) No preference on speaker. Literally anything with an 18" cone
3. All Necessary Amplification and cabling for 5 Monitor mixes and One Sub mix

SIDEFILLS:

1. L'Acoustics
 - a) Four (4) Arcs
2. JBL
 - a) Four (4) VTX V25
 - b) Four (4) Vertec 4889
3. Adamson
 - a) Four (4) SX18
4. All Necessary Amplification and cabling for Two Mono Sidefill Mixes

WIRELESS

ARTIST will be using multiple channels of Wireless Mics, Instruments and In Ear Monitors. Should any Permits or licenses be required, the PURCHASER shall acquire any and all permits and licenses and proper frequency assignments to meet the ARTIST'S specific needs.

1. IEM
 - a) Three (4) Shure P10T (PSM1000) [8 Channels]
 - b) Fourteen (14) Shure P10R (PSM1000)
 - c) One (1) Shure PA421B OR One (1) Shure PA821B Combiner
 - d) One (1) Professional Wireless Helical Antenna or Comparable Helical/Fractal Antenna
 - e) All Necessary Network Connections for Remote Workbench Control
 - f) Four (4) Generic In-Ear Buds
2. Microphones
 - a) Two (2) Shure AD4D [4 Channels]
 - b) Four (4) Shure AD2
 - c) Four (4) Shure SM58 Capsules
 - d) Two (2) Shure UA874 Active Directional Antenna
 - e) All Necessary Network Connections for Remote Wireless Workbench Control

STAGE AUDIO:

MICROPHONES:

- a) One (1) Shure Beta 91
- b) One (1) Telefunken M82
- c) One (1) Telefunken M81 Shrt

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ALL AUDIO REQUIREMENTS PER MUTUALLY AGREEABLE
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- d) Four (4) Shure SM57 [ONE IS SPARE]
- e) Three (3) Granelli G5790 (IF NOT AVAILABLE ADD 3 SHURE SM57)
- f) One (1) Audio Technica ATM 450
- g) Two (2) Shure Beta 98AMP w/ Shure Clamps
- h) Two (2) Audio Technica AE 3000
- i) One (1) Audio Technica AE 5100
- j) Two (2) AKG 414
- k) One (1) Audio Technica ATM25
- l) Two (2) Sennheiser E609
- m) Two (2) Countryman D1
- n) Two (2) Shure Beta 58 [ONE IS SPARE]
- o) Two (2) SM58 [ONE IS SPARE]

ARTIST will be using multiple channels of Wireless Mics, Instruments and In Ear Monitors. Should any Permits or licenses be required, the PURCHASER shall acquire any and all permits and licenses and proper frequency assignments to meet the ARTIST'S specific needs.

LIGHTING : ALL LIGHTING PER MUTUALLY AGREEABLE ADVANCE
SEE ATTACHED "MAIN STAGE PRODUCTION RIDER"

ARTIST will require PURCHASER to provide a Locally provided Flown Lighting System and Soft goods for use of all performing acts as Per advance based of festival plot provided by the PRODUCER during the show advance.

LIGHTING CONTACT: Rob Bedford Mobile +1 434-473-8580. E-mail : rob@idolighting.net

LIGHTING CONSOLE:
Grand MA 2

FLOOR LIGHTING PACKAGE:

~~PURCHASER Must provide an exclusive Floor lighting package similar to the one listed at the end of this rider. This Floor Lighting Package must be approved by Rob Bedford no less than 21 Days in advance.~~

~~The PURCHASER must provide Four (4) High-powered follow spots with English speaking, experienced operators. Follow spots shall be in good working order with adjustable iris and douser. The exact placement of these lights is to be determined by ARTIST'S Production Manager Day of the Event. Gel Colors will be determined during the advance.~~ No spotlights will be provided.

PURCHASER must provide an 8 stations, clear com, or similar headset intercom communication to be run between the Lighting Console, Follow Spots, onstage dimmer racks, and the House Lights Position.

The PURCHASER must provide at least two (2) Good, Water based Hazers, on DMX Controlled by the Lighting Desk, and several fans. We prefer MDX Hazers.

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PLEASE NOTE that whenever necessary, we prefer to have the UPSTAGE Back drop truss be Wider than the Performance area, and additional Flame Proved BLACK Drapery be brought in to mask the UPSTAGE walls and / or unused seating area.

PYROTECHNICS / SPECIAL EFFECTS :

ARTIST does not carry or utilize pyrotechnic effects, OR any other type of Special effects other than Purchaser provided water based, non-hazardous atmospheric Hazers. Venue Staff or Security will be informed before operating said Hazers to prevent setting off venue alarms.

TOUR RADIOS :

ARTIST carries tour radios.

Tour radios will be assigned to the Promoter Representative, Labor Crew Chief/Steward, Venue Head of Security and other personnel as deemed necessary by ARTIST.

Tour radios must be returned to ARTIST Tour Production Office after the completion of load out.

Any Frequency Limitations or Permits are required LOCALLY, the PURCHASER must acquire any and all Permits require for the unencumbered use of the ARTISTS radios.

TOUR OFFICES :

~~PRODUCER will require Two Offices for their exclusive use. All rooms must be clean, odor free, secure/lockable, have properly functioning heating/air conditioning systems with two (2) large trashcans in each room. Keys will be delivered to the Tour Production Office at load in.~~

~~All rooms must be equipped with high speed, Cat 5, hard line internet access working from load in through departure from the Engagement, and have access points throughout the venue, most notable the backstage area. Visible, clear signage in all ARTIST rooms indicating the network name and password. ARTIST will not be responsible for any costs associated with this service requirement.~~

~~A land line telephone jack is NOT required if unrestricted, dedicated hard line internet service is provided as requested above.~~

Tour Production Office:

~~One (1) room capable of comfortably accommodating three (3) people and four (4) LARGE production cases.~~

~~Two (2), 6' banquet style tables with three (3) rolling office chairs~~

~~At least two (2) large trash cans with Fresh Liners~~

~~High speed internet connection via Ethernet cable.~~

~~20 amp electrical circuits with two (2) outlets on each circuit.~~

Tour Management Office:

~~One (1) room capable of comfortably accommodating three (3) people and four (4) Large production~~

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~~cases:~~

~~Two (2), 6' banquet style tables with three (3) folding chairs.
At least two (2) large trash cans.
High speed internet connection via Ethernet cable.
20amp electrical circuits with two (2) outlets on each circuit.~~

DRESSING ROOMS:

See Addendum "A"

~~ARTIST will require four (4) dressing rooms in total. All rooms must be carpeted, clean and odor free; require non-fluorescent lighting (lamps); must have properly functioning heating and air conditioning systems; secure/lockable; full toilet and shower facilities with running hot/cold water.~~

~~Any "locker room style" dressing rooms must be completely piped and draped by 9:00 AM on the day of load in.~~

~~Artist Dressing Rooms 1 & 2: Star sized rooms with all working facilities.~~

~~One (1) long, clean, comfortable sofa
Two (2) clean, comfortable armchairs matching the sofa.
One (1) coffee table.
Two (2) end tables.
Two (2) standing floor lamps.
One (1), 8' banquet table with clean, white, pressed linens.
One (1) full length mirror.
Three (3) large vanilla scented candles
One (1) clean, small, lined trash can.
One (1) plant or potted tree.
At least four (4), 20 amp electrical circuits with two (2) working outlets per circuit.~~

~~Artist Hospitality Room 3 & 4: Size of room to be confirmed during the advance process.~~

~~One (1) full size refrigerator large enough to hold all dressing room catering.
Four (4) clean, comfortable armchairs.
Two (2) end tables.
Two (2) standing floor lamps.
One (1), 8' banquet table with clean, white, pressed linens.
Three (3) large vanilla scented candles
Two (2) clean, large, lined trash can.
One (1) plant or potted tree.
At least four (4), 20amp electrical circuits with two (2) working outlets per circuit.~~

~~Crew Shower Room:~~

~~Two (2) clean, secure/lockable crew shower rooms with separate facilities for men and women with properly working, ample hot/cold water is required. Male showers must be a large team room type setup.~~

~~Overnight Room:~~

~~In the event of multiple dates at the same venue, ARTIST will require a secure/lockable~~

EXHIBIT A

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~~overnight room to place/store selected equipment off limits to all persons other than ARTIST.
Said room is for protection of PURCHASER and ARTIST.
Keys to said room will be provided to the Production Manager.~~

SIGNAGE :

PURCHASER shall provide sufficient signage and directional markings to clearly guide ARTIST prior to load in; from the backstage point of entry throughout the venue, to include, but not limited to:

- a. offices
- b. dressing rooms
- c. rest rooms
- d. catering areas.

TOWELS AND SOAP :

PURCHASER will provide the following:

All bath and hand towels must be pre-washed.

- a. Twenty – eight (28) large bath towels for ARTIST personnel.
- b. Twenty (20) large black bath towels placed in ARTIST dressing room.
- c. Eighteen (18) black hand towels (for stage) placed in ARTIST Tour Production Office.
- d. Plenty of individual soaps for showers.

WASHERS & DRYERS :

ARTIST does not carry washers and dryers. Whenever possible, use of venue washers and dryers will be appreciated. Please let us know if the venue cleans Mop heads or other such materials in the Washers.

DOCTOR REQUIREMENTS :

~~PURCHASER shall provide for a medical General Practitioner (GP) to be at the venue if specifically requested by ARTIST. Said GP will remain at the venue until released by ARTIST.~~

CATERING & HOSPITALITY :

ARTIST strongly requests the use of sustainable practices whenever possible and prefers to be as environmentally and philanthropically friendly as possible. Please make arrangements to deliver excess food and goods to those less privileged whenever permissible by law and practical to deliver.

~~PURCHASER will provide lunch, dinner and after show meals or agreed upon buyout. Whenever possible all food selections should be 100% certified organic and NONGMO. Please note and confirm your selections to avoid repetition as ARTIST has a number of menu options, which are suitable for the artist's dietary needs.~~

EXHIBIT A

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A meal buyout will be provided at Purchaser's election

Breakfast / All Day Requirements: ~~Please ensure an ample supply of the following beginning thirty (30) minutes prior to the scheduled load-in until the completion of the load-out:~~

1. ~~Complete coffee service~~
2. ~~Coffee mate~~ liquid hazelnut creamer
3. ~~Recycled paper coffee cups and lids~~
4. ~~Sugar, Splenda, Stevia~~ and honey
5. ~~Tea service to include a variety of tea flavors~~
6. ~~Lemon, cutting board and knife~~
7. ~~Half and half~~
8. ~~2 gallons 2% organic milk~~
9. ~~Solo drink cups (red party cups)~~
10. ~~Variety of Soft Drinks (Coke, Diet, Mountain Dew, Ice Tea)~~
11. ~~Ample supply of bottled SPRING water (NO EVIAN)~~
12. ~~Fresh organic whole fruits to include bananas, apples, oranges and assorted grapes, Melon:~~
13. ~~1 Loaf soft wheat bread~~
14. ~~1 Loaf white bread~~
15. ~~1 Package corn tortillas~~
16. ~~1 jar peanut butter~~
17. ~~1 jar strawberry or grape jelly~~
18. ~~Toaster~~
19. ~~1 package cinnamon raisin bagels~~
20. ~~1 package everything bagels~~
21. ~~1 large plain cream cheese~~
22. ~~1 organic salted butter~~
23. ~~12 Activia yogurts in assorted flavors~~
24. ~~Salt, pepper and hot sauce~~

Lunch Requirements: ~~11:30am — 2:30pm~~

~~Please ensure appropriate service and supply for twenty five (24) persons, NOT including any Support acts or any Local or venue Personnel:~~

1. ~~Veggies ALL COLD and SALAD BAR SELECTIONS on ICE canoe~~
2. ~~2 hot soup options (one vegetarian inclusive)~~
3. ~~Minimum 10 item salad bars to include minimum 3 dressing varieties (one low cal vinaigrette inclusive?)~~
4. ~~Balsamic vinegar and EVOO~~
5. ~~Deli selections (Ham, Turkey, Cheeses, LTO)~~
6. ~~Sandwich condiments (mayo, mustard)~~
7. ~~Chicken salad~~
8. ~~Tuna salad~~
9. ~~Egg salad~~
10. ~~Selection of 2 hot items (one vegetarian inclusive)~~
11. ~~Variety of snack desserts (brownies, cookies, tarts, etc.)~~

EXHIBIT A

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A meal buyout will be provided at Purchaser's election

Dinner Requirements: 5:00pm — 8:00pm

Please ensure appropriate service and supply for twenty five (25) NOT including support acts or Local staff. This meal should be served on properly dressed tables with flat ware:

- ~~1. Salad bar selections to be refreshed and restocked for dinner service on ICE~~
- ~~2. 2 hot entrees (to include 1 meat, 1 fish) and 1 hot vegetarian entrée from the following:~~
 - ~~a. Grilled jerk chicken~~
 - ~~b. Grilled chicken with lemon caper sauce~~
 - ~~c. Chicken Marsala~~
 - ~~d. Marinated flank steak with guacamole~~
 - ~~e. Grilled lime curry rubbed hanger steak with roasted tomato chutney~~
 - ~~f. Grilled Ribeye with roasted pepper salsa~~
 - ~~g. Grilled skirt steak with Verde salsa~~
 - ~~h. Grilled NY steak with gorgonzola butter sauce and veggies~~
 - ~~i. Garlic rubbed lamb with horseradish parsley sauce~~
 - ~~j. Grilled leg of lamb with rosemary fingerling potatoes~~
 - ~~k. Fish tacos on corn tortillas~~
 - ~~l. Ribs with BBQ Sauce~~
 - ~~m. Pulled pork sliders or tacos with chipotle cream~~
 - ~~n. Chicken Piccata~~
 - ~~o. Chinese chicken salad with Chile peanut dressing~~
 - ~~p. Pasta with marinara and grilled chicken~~
 - ~~q. Rosemary baked chicken~~
 - ~~r. Tandoori spiced chicken breast with grilled tomatoes~~
 - ~~s. Chicken soft tacos~~
 - ~~t. Teriyaki chicken with mango salsa~~
 - ~~u. Grilled chicken breast with ancho honey slaw~~
 - ~~v. Grilled iron steak with curry mango salsa and red Chile asparagus~~
 - ~~w. Spinach Salads w/organic grains~~
 - ~~x. 2 fresh vegetable sides~~
 - ~~y. 1 hot clean carbohydrate (organic brown rice, lentils, quinoa, fingerling potatoes) z.~~
 - ~~Fresh warmed dinner rolls~~
 - ~~2 desert selections (brownies, cookies, mini cakes, pies, etc.)~~

After Show Requirements - No After Show Food to be provided

~~ARTIST: Five (5) minutes after completion of their set, please provide appropriate service and supply in the band hospitality room on dressed tables with stoneware, hard (not plastic) flatware and linens for Five (5) band members.~~

~~Please provide production manager with 3 outside menus from a Sushi, American and Thai. Selection should be different than served at dinner and include 1 protein, 1 carbohydrate and 1 vegetable.~~

~~Band members are foodies and enjoy nice meats, steaks, lamb, chicken, fish, organic vegetables such as kale, asparagus, mix green or spinach salads, brown rice, fingerling potatoes, quinoa and pasta.~~

~~PRODUCER: Thirty (30 Minutes after the completion of their Set, please provide after show Meals for 14 members of the Tour Staff. This can be fast food.~~

~~DRIVERS: Please provide Driver Bagged Meals for up to 6 Drivers. Meals should include some type of Sandwich, Chips, And a piece of Fresh Fruit. PRODUCER will let you know the exact number on the Show day.~~

EXHIBIT A

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Artist Dressing Room Requirements : ALL HOSPITALITY PER MUTUALLY AGREEABLE ADVANCE AND BASED UPON BUDGET AND AVAILABILITY IN THE LOCAL ADDISON, TEXAS AREA

To be set up by no later than 12PM Day of show. In an effort to curtail waste, the PRODUCER reserves the right to adjust this list any time Prior to the date of the Event!

- 4 x Frozen Amy's Bean & Cheese Burritos
- 6 x Individual Sized Containers of Greek Vanilla Yogurt
- 1 x Box of Peanut Butter Cliff Bars
- 1 x Loaf of Whole Grain Organic Bread
- 1x Box of Peet's French Roast Coffee K-cups
- 1 x Bag of Organic Granola
- 1 x Bag of Trail Mix
- 1 x Bag of Raw Almonds
- 2 x Packages of Peppered or Regular Organic Beef Jerky
- 1 x Bag of Plain or BBQ Lay's Chips
- 1 x Jar of Organic Peanut Butter (no mix)
- ~~1 x Bottle of Red Wine (Cabernet, Merlot or Pinot)~~
- 1 x Bag of Regular Lay's Potato Chips
- 6 x Canada Dry Ginger Ale
- 1 x Case of Fiji Water (500ml)-24 bottles
- 1 x Box of Super Orange Emergenc-C
- ~~1 x Case of Stella Artois in Bottles~~
- 4 x Coconuts (young, fresh, peeled)
- 6 x Pack of Plain Coconut Water
- 1 x ½ Gallon of Organic Whole Milk
- 1 x Quart of Almond Milk
- 12 x Red Solo Cups
- 1 x Package of Mixed Nuts
- 1 x Bag of Tortilla Chips
- 1 x Jar of Fresh Organic Salsa
- 1 x Bag of Bear Naked Cinnamon Granola
- 1 x Bag of Pistachios
- 2 x Lemons
- 1 x Bags of Pita Chips
- 1 x Small piece of fresh ginger
- 3 x Ripe Avocados

Alcohol is not permitted to be purchased by the municipality.

Addendum D
Addison Entertainer Agreement

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EXHIBIT A

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- 1 x Container of Organic Hummus
- 1 x Case of Spring Water (NO Dasani or Aquafina)-24 Bottles

COOLERS / STAGE DRINKS:

Production Office (To be placed in Production Office upon Load In):

All on Ice or Refrigerated:

- 4 x Cans of Red Bull
- 12 x .5 Liter Bottles of Spring Water (No Aquafina or Dasani please!)
- 2 x Bottles of Gatorade ZERO-Glacier Cherry
- 6 x Bottles of Ginger Beer

Stage Coolers (Please coordinate with ARTISTS Production for exact times).

Stage Right: (Room Temp)

- 3 x Bottles of Fiji Water (.5 Liter Size)

Stage Left: (Room Temp)

- 3 x Bottles of Fiji Water (.5 Liter Size)

Drums: (ICED)

- 1 x Bottle of Pure Leaf Green Tea
- 1 x Bottle of Plain Coconut Water
- 2 x Bottles of Fiji Water (.5 Liter Size)
- ~~2 x Stella Artois Beer~~
- 3 x Bottles of Orange Gatorade

FOH Cooler: (ICED)

- 6 x Bottles of Spring Water
- 2 x Cans of Red Bull
- 2 x Bottles of Sparking Water

Council Meeting

9.

Meeting Date: 02/08/2022

Department: Special Events

Pillars: Optimize the Addison Brand

AGENDA CAPTION:

Present and Discuss the **2022 Special Events Preview.**

BACKGROUND:

Staff will provide an update to the Council on the upcoming 2022 event season. The presentation will include information regarding dates, times, new additions, and an entertainment and activity overview.

RECOMMENDATION:

Information only. No action required.

Attachments

Presentation - 2022 Special Events Preview

2022 Special Events Preview

February 8, 2022

The logo for Addison, featuring the word "ADDISON" in a bold, blue, sans-serif font. The text is centered within a white circle, which is set against a blue background. The blue background is part of a larger graphic on the right side of the slide, consisting of a blue triangle pointing downwards, with a white circle inside it. The top and bottom corners of the blue triangle are cut off by a diagonal line, revealing a dark grey background.

After cancellations and significant changes to our annual events in 2020, all scheduled events took place in 2021. Adjustments were made to comply with continuously evolving guidelines and to maintain the safety of event participants and staff.



As the start of the 2022 event season nears, staff is preparing for a full slate of festivals and events that will combine the best of the 2021 adaptations, while bringing back other elements that have not been seen since 2019.

Addison After Dark

ADDISON



THIRD SATURDAYS • 7PM
ADDISON CIRCLE PARK



- Free admission
- Monthly themes
 - April 16 – Fiesta Noche
 - May 21 – Boot Scootin' Bash
 - June 18 – '80s Night Out
 - July 16 – Paradise Party
 - August 20 – Pints & Pups
 - October 15 – Harvest Hootenanny
 - November 19 – Holiday Cheer



Taste Addison

ADDISON

Dates & Times

- Friday, June 3, 6pm-12am
- Saturday, June 4, 12pm-12am

Tickets

- General Admission
 - Adult: \$15
 - Youth (6-12): \$5
 - Ages 5 and under: Free
- VIP: \$50
- VIP+: \$75



VIP Experience

- 1 day admission
- 2 beverage tokens
- 2 Taste Bites
- Access to the Orangetheory VIP Lounge
 - Indoor/outdoor seating area
 - Private restrooms
 - Unlimited packaged snacks and water
 - Food & beverage sampling



Featured Areas

- Wine Garden: wine sampling
- The Grove: spirits sampling & full-service bar
- Family Fun Lawn: Crafts, activities & attractions for kids
- Marketplace: Craft and specialty food sales

Music Entertainment

- Main Stage
 - Friday headliner: Ludacris
 - Saturday headliner: Stone Temple Pilots (support by Candlebox and Living Colour)
- Tribute bands and local performers on the Legends Stage



Taste Addison

ADDISON

Food & Beverage

- Restaurant application deadline: January 31
- Two Day Booth
 - Flat fee - \$600 for a 10x10 or 10x20 booth space
 - No commission fee on sales
 - Continued use of the point-of-sale system, including the mobile ordering feature
- VIP Lounge Sampling
 - No fee to participate; no sales revenue
 - Provide 300-500 bite-sized samples
 - Offers an option with minimal time and staffing commitment, while maintaining the marketing, PR, and exposure benefits



Addison Kaboom Town!

ADDISON

Date & Time

- Saturday, July 3, 5-11pm

Tickets

- Free admission for all ages
- Advance ticket reservations will be used to manage capacity, reduce crowding at the gates, and promote support for restaurant watch parties and hotel bookings.
- Early ticket release for Addison residents.



Addison Kaboom Town!

ADDISON

Entertainment & Attractions

- Live jazz band at entry gates to welcome attendees.
- Complimentary performances by Walton Stout Band and Jordan Kahn Orchestra on the Main Stage.
- Live music will continue for 1 hour after the fireworks.
- Splash Zone: purchase an unlimited ride wristband to access inflatable water slides and attractions.

Airshow

- Addison Airport Airshow will return with specialty flights and parachute jumpers.



Addison Oktoberfest

ADDISON

Dates & Times

- Thursday, Sept. 15, 6-11pm
- Friday, Sept. 16, 6pm-12am
- Saturday, Sept. 17, 12pm-12am
- Sunday, Sept. 18, 12-5pm

Tickets

- General Admission 10+
 - \$10 Friday or Saturday
 - Free Thursday and Sunday
- Ages 9 and under are free daily



Special Promotions

- \$40 Addison Oktoberfest Paket
- \$200-300 Partyhalle Deck (reserved table for up to 8)

Addison Oktoberfest

ADDISON

Featured Areas

- Partyhalle: Open-air tent layout to return
- Paulaner Biergarten: Outdoor seating and bier games
- Draught Haus Biergarten: Outdoor screens feature football
- Kleinhalle: Indoor table service & live entertainment
- Kinderzelt: Activities & games for kids and kids at heart
- Marktplatz: Craft and specialty food sales

Music Entertainment

- Polka music, dance and games on three stages around the festival: Main Stage, Musikzelt and Kleinhalle



Questions?

Council Meeting

10.

Meeting Date: 02/08/2022

Department: City Secretary

AGENDA CAPTION:

Consider Action on a **Resolution Accepting the Board of Zoning Adjustment Place 2 Member's Resignation and Appointing a New Place 2 Member to Fill the Unexpired Term.**

BACKGROUND:

Section 8.05(a) of the Charter requires automatic resignation upon filing for candidacy for any officer or board member that is appointed by Council: "... If a member of any board appointed by the Council or any officer appointed by the City Council shall become a candidate for election to any public office, he shall immediately forfeit his place or position with the Town." On January 18, 2022, Place 2 Zoning Board of Adjustment Member Darren Gardner submitted a letter of resignation. On January 19, 2022, Mr. Gardner submitted an Application for a Place on the Ballot for the May 7, 2022 General Election for the City Council.

On January 26, Mayor Pro-Tempore Guillermo Quintanilla was notified of this resignation and provided a listing of those individuals who submitted applications to serve on city boards/commissions from the December 2021 call for applications. A resolution has been prepared to accept the resignation and appoint an individual to fill Place 2 until December 2022.

RECOMMENDATION:

Administration recommends approval.

Attachments

Resolution - Appointment Board of Zoning Adjustment Place 2

Resignation - D. Gardner

Memo - Notice of Opening

RESOLUTION NO. R22-__

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS
APPOINTING A MEMBER TO PLACE 2 OF THE BOARD OF ZONING
ADJUSTMENT FOR A TERM ENDING DECEMBER 2022 AN EFFECTIVE DATE.**

WHEREAS, pursuant to Chapter 2 of the Town of Addison Code of Ordinances, the Addison Board of Zoning Adjustment is comprised of seven (7) members serving a two-year term with each council member appointing an board member; and

WHEREAS, the member serving in Place 2 for the current Board of Zoning Adjustment tendered his resignation on January 18, 2022. That term has one (1) year remaining, set to expire on December 31, 2021; and

WHEREAS, Mayor Pro-Tempore Quintanilla is the Council Member responsible for appointment to Place 2 of this Board. Via a memo dated 1/26, Mayor Pro-Tempore Quintanilla was advised his appointee had resigned and an appointment was scheduled for February 8, 2022.

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

SECTION 1. The City Council accepts the resignation of Darren Gardner to Place 2 of the Board of Zoning Adjustment effective January 19, 2022.

SECTION 2. The Place 2 nominee of _____ as submitted by Mayor Pro-Tempore Quintanilla is hereby approved upon adoption of this Resolution. This appointment to the Addison Board of Zoning Adjustment will expire December 31, 2022 or until a successor is appointed and duly authorized to serve.

SECTION 3. 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 8th day of **FEBRUARY 2022.**

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma G. Parker, City Secretary

From: dgtest2@gmail.com
To: [Irma Parker](#); [Joe Chow](#)
Cc: [Jimmy Niemann](#)
Subject: Resignation from Board of Zoning Adjustment
Date: Tuesday, January 18, 2022 11:32:15 AM

Addison City Council,

I will be registering to run for Addison City Council for the 2022 term. As required, I am tendering resignation from Board of Zoning Adjustment effective January 18, 2022. It has been my pleasure to serve on this Board and I appreciate Jimmy Niemann's leadership of the Board as well as my fellow Board member's participation and contribution.

Thank you,
Darren Gardner

WARNING: This email is from an external source. Please DO NOT click links or open attachments without positive sender verification of purpose. Never enter Username, Password or sensitive information on linked pages from any email. If you are unsure about the message, please click on the **Phish Alert** button above to report.

From: [Irma Parker](#)
To: [Guillermo Quintanilla](#); [Wesley Pierson](#)
Subject: Select NEW BZA Member
Date: Wednesday, January 26, 2022 4:13:00 PM
Attachments: [2-8-2022 GQ Applications - Board.pdf](#)

Dear Mayor Pro-Tempore Quintanilla:

Prior to filing an Application for a Place on the Ballot, Darren Gardner resigned his position on the BZA. Mr. Gardner was your appointee and has one (1) year remaining on his appointment. At the February 8, 2022 City Council meeting the Council will take action to accept Mr. Gardner's resignation and you will be asked to take action to appoint someone to fulfill the remainder of his term. Here's a list of the BZA Membership.

Place #	First Name	Last Name	Appt. Date	Resolution	Effective Date	Expiration	Appt #	Appt. By
1	Lary	Brown	12/8/2020	R20-111	1/1/2021	12/31/2022	2	Willesen
2	Darren	Gardner	12/8/2020	R20-111	1/1/2021	12/31/2022	1	Quintanilla
3	Jimmy	Niemann	12/8/2020	R20-111	1/1/2021	12/31/2022	1	Walden
4	E.J.	Copeland	12/14/2021	R21-090	1/1/2022	12/31/2023	3	Braun
5	Jeanne	Dunlap	12/14/2021	R21-090	1/1/2022	12/31/2023	3	Ward
6	Gary	Krupkin	12/14/2021	R21-090	1/1/2022	12/31/2023	3	Chow
7	Precious Urenna	Onyewuchi	12/14/2021	R21-090	1/1/2022	12/31/2023	1	Wheeler

Below is a listing of those citizens who signed up for an appointment in December 2021 to the BZA. I have attached their applications for your review.

If there is additional information you may need prior to making this appointment please advise.

UPDATE 1/26/2022

#	First Name	Last Name	BZA
3	Adrienne	Wright	1
37	Meg	Ackermann	1
45	Daniel	Liscio	1
1	Tyler	Sommers	2
6	James	Peck	2
12	Zoran	Arula	2
16	Richard	Teza	2
23	Marvin	Perez	2
32	Dudley	Watson	2
36	Judy	Lindloff	2
40	David	Collins	2
44	Jimmy	Barker	2
5	Bonnie	Somer	3
15	Suzanne	Schoenthaler	3
25	Shelia	Woodridge	3
34	Colleen	Campbell	3
38	Katherine	Weeks	3
46	Lilly	Anyanwu	3
48	Megan	Bedera	3

Thank you!



Irma G. Parker, TRMC, CMC
City Secretary

Town of Addison | 5300 Belt Line Road, Dallas, TX 75254

office: (972) 450-7017

ADDISONTXAS.NET

—
IT ALL COMES TOGETHER.